

EXHIBIT B

Agreement of Indemnification

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Burger King Corporation, a Florida corporation having its principal place of business at 7360 North Kendall Drive, Miami, Florida 33156 ("BKC"), hereby assumes all liability, obligations and undertakings under that certain ground lease between _____, as lessor, and _____, as lessee, and dated _____, as the same may have been amended from time to time, and hereby agrees to defend and indemnify United States Steel and Carnegie Pension Fund, a Pennsylvania non-stock corporation having its principal place of business at 767 Fifth Avenue, New York, New York (the "Fund"), and its successors and assigns, against all liability under said ground lease other than liability for obligations arising prior to the date hereof. It is a condition of this agreement that the Fund shall, within a reasonable period of time after becoming aware of any claim for which defense and indemnification may be sought hereunder, (a) give written notice thereof to BKC, (b) afford BKC a reasonable opportunity to defend, settle, compromise or otherwise dispose of such claim with counsel selected by BKC and

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