

EXHIBIT BAgreement of Indemnification

For good and valuable consideration, the receipt and sufficiency 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 sublease between BKC, as lessor and Burger King Limited Partnership I, a New York limited partnership having its principal offices at Two World Trade Center, New York, New York (the "Partnership"), as lessee, and dated _____, as the same may have been amended from time to time (the "Sublease") and that certain lease between the Partnership, as lessor and _____, as lessee, and dated _____, as the same may have been amended from time to time (the "Lease"), and BKC hereby agrees to defend and indemnify the Partnership against all liability under the Sublease and the Lease other than liability for obligations arising prior to the date hereof. It is a condition of this agreement that the Partnership 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 (c) cooperate with BKC, at BKC's cost and expense, in the investigation and defense of such claim. If BKC fails or refuses in a timely manner to defend any such claim, then the Partnership shall have the right to defend against or compromise such claim by counsel of its own choosing and BKC shall pay to the Partnership immediately upon demand the amount of the costs and expenses reasonably incurred by the Partnership in defending against such claim (including, without limitation, counsel fees and disbursements and court costs), together with the amount of any judgment obtained or any amount paid by way of compromise of such claim.

Date: _____

BURGER KING CORPORATION

By: _____
Vice PresidentAttest: _____
Assistant Secretary

RECORDED NOV 17 1982

at 1:46 P.M.

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