

EXHIBIT A

thereunder are to be made directly to the Owner at such address as the Owner shall specify, and (iii) transfer all security deposits, if any, in respect of the assigned Subleases to the Owner.

(c) Upon the Owner's assumption of Home's obligations under the Subleases pursuant to Section 6(b) hereof, the Owner shall indemnify Home against any and all claims, losses, damages and liabilities (or actions in respect thereof) arising under the Sublease assigned by Home to the Owner, which claims, losses, damages and liabilities relate to the performance or non-performance of the obligations under such Sublease assumed by the Owner.

(d) Attached hereto as Exhibit B is a list of all Subleases now in effect. Home shall, within ten (10) days of the execution of this Agreement, deliver to the Receiver and the Trustee, (i) a description of the key terms of each such Sublease, including the location and amount of floor space subleased, the expiration date of each such Sublease, and the payment terms of each such Sublease; provided, however, such description shall be for informational purposes only and (ii) a copy of each such Sublease, unless, in each case, Home has previously furnished such information to O&Y and the Trustee.

7. TAX CERTIORARI PROCEEDINGS; RECOVERY; INDEMNIFICATION.

(a) Tax Certiorari Proceedings. Home shall have control over the prosecution of any tax certiorari proceedings pending with respect to taxes assessed on the Premises for the tax years ending June 30, 1996 ("Tax Proceedings"). In connection with the foregoing, on and after the Closing Date, Owner shall take all reasonable actions and execute and file all documents reasonably necessary to transfer control of the Tax Proceedings to Home, including, but not limited to, (i) filing with the court having jurisdiction over such Tax Proceedings a form of "substitution of counsel" appointing new counsel designated by Home and (ii) terminating any fee agreements O&Y may have with its existing counsel relating to the Tax Proceedings in a manner whereby such counsel will have no remaining claim for fees nor any claim to any proceeds of the Tax Proceedings. Home shall coordinate fully and consult frequently with the Owner in connection with any action taken or proposed to be taken in any such Tax Proceedings. The Owner may retain independent counsel who, after having given written notice to Home of his or her retention by the Owner, shall be given notice of and be invited to attend all meetings with representatives of the City of New York relating to any Tax Proceedings, and any administrative or judicial hearings relating to any Tax Proceedings. The legal fees of such independent counsel retained by the Owner under this Section 7(a), shall be paid by Home, solely from the proceeds received from such Tax Proceedings, if any, as and when such legal fees shall become due and payable, at such independent counsel's customary and reasonable hourly rate for the actual hours of service rendered. Home shall not enter into any settlement of any Tax Proceedings without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

(b) Recovery. Home shall be entitled to receive and retain a pro rata share of the net proceeds (after deduction of fees and expenses incurred by Home and the Trustee or another Owner in connection with the Tax Proceedings) received by Home, O&Y and/or the Trustee or another Owner as a recovery in or under any Tax Proceeding, based upon the