

be obligated to avoid or minimize any such taxes only if the Trustee has been advised by the Company or any Lender that such taxes will or may arise and (y) notwithstanding any such advice by the Company or any Lender, the Trustee shall have no obligation to avoid or minimize any such taxes if the Trustee or the Lenders have received an opinion from any independent counsel (including counsel to the Company) that no such taxes will arise) and (b) shall in no event cover any federal or state taxes imposed upon the Trustee with respect to or measured by its net income or profits.

(b) In any suit, proceeding or action brought by the Trustees or either of them under or with respect to the Collateral for any sum owing thereunder, or to enforce any provisions thereof, the Company will save, indemnify and keep the Trustees and the Holders harmless from and against all expenses, loss or damage suffered by reason of any defense, set-off, counterclaim, recoupment or reduction of liability whatsoever of the obligor thereunder, arising out of a breach by the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligor or its successors from the Company, and all such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against the Trustees or any Holder.