

9776

10. If any provision of this Assignment shall be held invalid or unenforceable, this Assignment shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11. The Assignee shall indemnify the Assignor from and against any and all claims, losses and liabilities growing out of or resulting from this Assignment (including without limitation, enforcement of this Assignment), except claims, losses or liabilities resulting from the Assignee's gross negligence or willful misconduct. Assignor shall, upon demand, pay to the Assignee, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel, and of any expert and agents which the Assignee may incur in connection with (i) the administration of this Assignment, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Lease Estate, (iii) the exercise or enforcement of any of the rights of the Assignee hereunder, or (iv) the failure by the Assignor to perform or observe any of the provisions hereof.

12. The powers conferred on the Assignee hereunder are solely to protect its interest in the Lease Estate and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any portion of the Lease Estate in its possession and the accounting for monies actually received by it hereunder, the Assignee shall have no duty as to any portion of the Lease Estate or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any portion of the Lease Estate.

IN WITNESS WHEREOF, this Assignment has been executed under seal as of the date first written above.
1983.

MAXWELL BROTHERS, INC./ASSIGNOR

DDJ
Susan K. A. H.

By: *DDJ* (SEAL)
Its *V.P. & Sec.*

4328 RV.21