

EXHIBIT J

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
STORMWATER IMPROVEMENTS EASEMENT
AND MAINTENANCE AGREEMENT**

^{23rd} This Assignment and Assumption Agreement ("*Assignment*") is made and entered into as of the day of October, 2013 between DEMIEN DEVELOPMENT COMPANY, a Missouri Corporation ("*Assignor*"), and BEAR CREEK GOLF, L.L.C., a Missouri Limited Liability Company, a Missouri limited liability company ("*Assignee*").

RECITALS

A. Assignor and Assignee are parties to an AGREEMENT FOR SALE OF MEMBERSHIP INTEREST IN LIMITED LIABILITY COMPANY dated October ^{23rd}, 2013 governing the terms and conditions of a transfer of Assignor's membership interest in Assignee to the remaining members of Assignee (the "*Purchase Agreement*").

B. Assignor has entered into a certain STORMWATER IMPROVEMENTS EASEMENT AND MAINTENANCE AGREEMENT with the City of Wentzville, Missouri ("*Wentzville*"), on June 18th, 1997 in connection with the development of the property known as the "Bear Creek Golf Community Development" (the "*Assumed Contract*"), as attached hereto as Exhibit A, and incorporated by reference as if more fully set out herein.

C. In connection with the closing of the transactions contemplated by the Purchase Agreement, Assignor wishes to assign all of its rights and obligations under the Assumed Contract to Assignee, and Assignee has agreed to assume all of Assignor's remaining obligations under the Assumed Contract, all on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows:

1. **Assignment of Rights.** Subject to the terms and conditions hereof, Assignor hereby assigns, transfers, grants, bargains, delivers and conveys to Assignee all of Assignor's right, title and interest in and to the Assumed Contract, free from any and all liens, security interests or encumbrances of any kind.

2. **Assumption of Obligations.** Assignee hereby fully assumes and accepts the assignment of the Assumed Contract and agrees to perform all of Assignor's covenants and obligations contained in the Assumed Contract arising from and after the date of this Assignment. Assignee hereby assumes all of Assignor's obligations, responsibilities, duties and covenants under the Assumed Contract including but not limited to the following:

a. Assignee hereby agrees to become the "Grantee" under the Assumed Contract.

b. Assignee agrees to undertake the "Maintenance" obligations, as set forth in Paragraph 3 of the Assumed Contract. The parties agree that Assignee, its successors and assigns, shall be solely responsible for maintaining the Stormwater Detention Improvements, as defined in the Assumed Contract, in good repair, all as specifically set forth in Paragraph 3 of the Assumed Contract.

c. Assignee hereby agrees to accept the Stormwater Improvement Easements, as described in Paragraph 1 of the Assumed Contract, and Assignee hereby accept said easements for the purpose of constructing, operating and maintaining the Storm water Detention Improvements, all for the use, enjoyment and benefit of the District Property, as described in the Assumed Contract.

d. Assignee hereby agrees that it has the experience and financial capability to undertake and complete the duties and obligations set forth in the Assumed Contract, so as to provide for the Assignment of the Assumed Contract as contemplated herein.

3. **Indemnification by Assignee.**

(a) Assignee, (the "**Indemnitors**") shall jointly and severally indemnify, protect, and hold Assignor and its respective Affiliates, members, partners, directors, shareholders, officers, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against, and agree promptly to defend Indemnified Parties from and reimburse Indemnified Parties for, any and all Losses (the "**Indemnified Losses**") which Indemnified Parties may at any time suffer or incur, or become subject to, as a result of or in connection with:

3.1 Any and all obligations of Assignee of any nature whatsoever, including, without limitation, all liabilities and obligations with respect to claims, damages, suits, proceedings or injury, related to any obligations, liabilities, duties or responsibilities arising out of the Assumed Contract to the extent that the underlying basis for such claim arises after the date of the execution of this Assignment.

3.2 Any failure by the Assignee to carry out, perform, satisfy and discharge any of its covenants, agreements, undertakings, liabilities or obligations under this Assignment, or the Assumed Contract.

3.3 Any and all liabilities, claims, including any suit, action, audit or other proceeding brought by applicable governmental authorities or other parties against Assignor or the District, as defined in the Assumed Contract, to the extent that the underlying basis for such claim arises after the date of

execution of this Assignment.

- 3.4 Any and all liabilities, claims, including any suit, action, audit, civil money penalty or other proceeding arising out of or relating to the District, as defined in the Assumed Contract, to the extent that the underlying basis for such claim arises after the date of the execution of this Assignment.

(b) If Indemnified Parties desire to seek indemnification for a matter which the Indemnified Parties believe will give rise to an indemnification claim (a "**Claim**"), the Indemnified Parties shall give notice of such Claim to the Indemnitors (a "**Claim Notice**") prior to the expiration of the applicable statute of limitations, which notice shall describe in reasonable detail the nature of the Claim and the amount of such Claim (the "**Claim Amount**"). The Indemnitors shall respond to any Claim Notice (a "**Claim Response**") within twenty (20) Business Days (the "**Claim Response Period**") after the date that the Claim Notice is received. Any Claim Notice or Claim Response shall be given in accordance with the notice requirements hereunder, and any Claim Response shall specify whether or not the Claim described in the related Claim Notice is disputed (a "**Claim Dispute Notice**"). If the Indemnitors fail to give a Claim Response within the Claim Response Period or do not dispute the Claim described in a Claim Notice, then the Claim shall be deemed to be accepted and the Indemnitors shall be responsible for payment of such Claim Amount and, if the Indemnitors do not pay the Claim within five (5) Business Days of the expiration of the Claim Response Period, then the Indemnified Parties shall be entitled to pursue whatever legal remedies may be available to them to recover such Claim Amount.

(c) In the event that any Claim is subject to a Claim Dispute Notice such Claim shall become an "**Unresolved Claim**". Indemnitors and the Indemnified Parties shall attempt in good faith mutually to agree upon the validity and amount of the Unresolved Claim pursuant to discussions between senior representatives of the parties who have authority to settle the same. Such discussions shall commence between the parties not more than ten (10) Business Days following delivery of the Claim Dispute Notice and shall not last for more than ten (10) Business Days following the date of commencement of such discussions. In the event that the parties mutually agree upon the amount of the Unresolved Claim pursuant to such discussions (the "**Resolved Claim**") and the Indemnitors do not pay the amount of the Resolved Claim to the Indemnified Parties within five (5) Business Days thereafter, then the Indemnified Parties may pursue whatever legal remedies may be available to them to recover the amount of the Resolved Claim. If through negotiation the parties are unable to agree upon the validity and amount of the Unresolved Claim within thirty (30) calendar days after the commencement of the negotiations, parties may commence litigation. Nothing contained herein shall prevent Indemnified Parties from naming Indemnitors as a third-party defendant in any action in which Indemnified Parties have been named as a defendant, third-party defendant, or other party in any action seeking damages or other relief arising out of the Assumed Contract or any matter relating thereto. In the event that a final and non-appealable judgment of a court of competent jurisdiction upholds all or a portion of the amount of an Unresolved Claim (the "**Judgment Claim**") and the Indemnitors do not pay the amount of the Judgment Claim to the Indemnified Parties within five (5) Business Days after the judgment becomes final and non-appealable, the Indemnified Parties may pursue whatever legal remedies may be available to recover such Judgment Claim amount. In the event that an Unresolved Claim is referred to litigation the losing party in such litigation shall pay all expenses incurred in connection with such litigation (including the prevailing party's reasonable attorneys' fees).

Assignee hereby indemnifies Assignor and agrees to hold Assignor harmless from and against all liability, cost, loss, damage or expense, including reasonable attorneys' fees, suffered or incurred by Assignor as a result of any failure of Assignee to perform such covenants or obligations from and after the date of this Assignment.

4. **Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given.
5. **Captions.** Captions contained in this Assignment have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.
6. **Counterparts.** This Assignment may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
7. **Governing Law.** This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.
8. **Successors and Assigns.** All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
9. **Third-Party Beneficiary.** This Assignment is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Assignment.
10. **Recording.** At the election of either party or if so required by Wentzville, this Assignment may be recorded in any public records or recorder of deeds.
11. **Future Documents.** At the request or demand of Wentzville subsequent to the execution of this Assignment, the parties shall cooperate and execute any documents required by Wentzville in order to effectuate this Assignment transaction.
12. **Agreement to Run with the Land.** This Assignment, and all of the obligations, covenants, and agreements set forth herein, shall run with the land, and shall inure to the benefit of the heirs, assigns, and successors in interest of Assignee

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

Assignor:

DEMIEN DEVELOPMENT COMPANY,
a Missouri Corporation

By: David Demien
David Demien, President

Assignee:

BEAR CREEK GOLF, LLC,
A Missouri limited liability company

By: John Rufkahr, Jr.
Member, John Rufkahr, Jr.

By: Barbara Rufkahr
Member, Barbara Rufkahr

By: Kirk A. Porter
Member, PORTER GOLF MANAGEMENT, LLC
By its member, Kirk A. Porter

By: Maryanne R. Porter
Member, PORTER GOLF MANAGEMENT, LLC
By its member, Maryanne R. Porter

STATE OF MISSOURI)

) SS

COUNTY OF St. Charles)

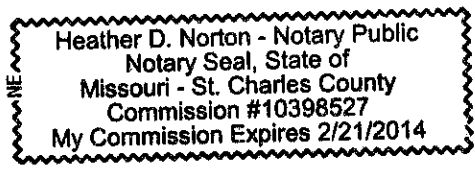
On this 23rd day of October, 2013, before me, Heather D. Norton, a Notary Public in and for said state, personally appeared KIRK A. PORTER of Porter Golf Management, LLC; MARYANNE R. PORTER of Porter Golf Management, LLC; and JOHN RUFKAHR and BARBARA RUFKAHR, members of BEAR GREEK GOLF, LLC, a Missouri limited liability company, known to me to be the persons who executed the within Assignment Agreement on behalf of said limited liability company and acknowledged to me that they executed the same with the agreement of the majority in number of the Managers or Members of the company and that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Heather D. Norton

Notary Public

My Commission Expires: 2-21-2014



STATE OF MISSOURI)

) SS:

COUNTY OF St. Charles)

On this 23rd day of October, 2013, before me, Heather D. Norton, a Notary Public in and for said state, personally appeared DAVID DEMIEN AND RUSSELL DEMIEN, officers of DEMIEN DEVELOPMENT COMPANY, a Missouri corporation, known to me to be the persons who executed the within Assignment Agreement on behalf of said company and acknowledged to me that they executed the same with the approval of the board of directors of said company and that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Heather D. Norton

Notary Public

My Commission Expires: 2-21-2014

