

EXHIBIT 4A  
LCRA 10/25/22

***Title of Document:*** Assignment, Assumption and Amendment of Redevelopment Contract

***Date of Document:*** October \_\_\_\_, 2022

***Grantor(s):*** Land Clearance for Redevelopment Authority  
of Kansas City, Missouri  
300 Wyandotte Street, Suite 400  
Kansas City, Missouri 64105  
Attention: Executive Director

***Grantee(s):*** Switzer Apartments, LLC (“Assignor”)  
c/o Foutch Brothers, LLC  
603 East Street, Suite 001,  
Parkville, Missouri 64152  
Attention: Steve Foutch

\_\_\_\_ (“Assignee”)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Legal Description:*** See Exhibit A

***Reference Book and Page(s):*** 2015E0070709

## ASSIGNMENT, ASSUMPTION AND AMENDMENT OF REDEVELOPMENT CONTRACT

This Assignment, Assumption and Amendment of Redevelopment Contract (the “Assignment”) is made as of October \_\_\_\_, 2022 (“**Effective Date**”), among SWITZER APARTMENTS, LLC, a Missouri limited liability company (“**Assignor**”), \_\_\_\_\_, a \_\_\_\_\_\* [corporation/limited liability company]\* (“**Assignee**”), and LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri (“**Authority**”).

### RECITALS

Assignor, Assignee and the Authority acknowledge the following:

A. The Authority and Assignor are parties to that certain Redevelopment Contract dated July 27, 2015, and recorded on August 6, 2015, as Instrument No. 2015E0070709 (the “Redevelopment Contract”), pursuant to which the Authority agreed to issue a Certificate of Qualification for Tax Abatement to facilitate Assignor’s historic rehabilitation of the former Switzer and West Schools for use as 114 market rate apartments and related improvements for the public purpose of eliminating blighting conditions found to exist within the Switzer-West Schools Urban Renewal Area (the “Project”); and

B. The Authority and Assignor entered into that certain Funding Agreement (“Original Funding Agreement”) dated October 29, 2014, pursuant to which the Assignor agreed to pay certain costs and fees incurred or charged by the Authority in connection with the Project, including the Authority’s attorney’s fees; and

C. Assignor completed the Project as contemplated in the Redevelopment Contract and the Authority issued its Certificate of Qualification for Tax Abatement dated September 18, 2017 (“Tax Abatement Certificate”) for the Project effective January 1, 2017, through December 31, 2026; and

D. Assignor and Assignee have entered into a purchase agreement pursuant to which Assignor intends to sell and Assignee intends to acquire the Project property at a closing (“Closing”) scheduled for October 26, 2022, or such other date the Assignor and the Assignee may select (“Closing Date”); and

E. Assignor desires to assign all of its rights, title and interests in the Redevelopment Contract to Assignee and Assignee desires to assume all of Assignor’s rights, obligations, title and interests in the Redevelopment Contract from Assignor and to assume and perform observe, discharge, and otherwise comply with each and every one of the agreements, duties, obligations, covenants and undertakings to be kept and performed under the Redevelopment Contract; and

F. The Authority desires to consent to the assignment and assumption of the Project redevelopment rights under the Redevelopment Contract as stated herein, subject to the Assignee entering into a new Funding Agreement (“New Funding Agreement”) with the Authority upon substantially the same terms as the Original Funding Agreement.

### AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Assignor, Assignee and the Authority agree as follows:

1. **Assignment and Assumption.** Assignor has granted, sold, assigned, transferred, conveyed, and delivered the Property to Assignee (or contemporaneously upon the recording of this Assignment Assignor will grant, sell, assign, transfer, convey, and deliver the Property to Assignee) and Assignor does by these presents grant, sell, assign, transfer, convey and deliver unto Assignee, all of Assignor's rights, titles, and interests in the Redevelopment Contract, including, without limitation, all rights, title and interest in and to the remaining tax abatement through and including the 2026 tax year pursuant to the Tax Abatement Certificate. Assignee accepts the aforesaid assignment and Assignee assumes and agrees to be bound by and timely perform, observe, discharge, and otherwise comply with each and every one of the agreements, duties, obligations, covenants and undertakings to be kept and performed as "Redeveloper" under the Redevelopment Contract, including, without limitation, payment of the PILOT, and as "Company" under the New Funding Agreement (collectively, the "**Obligations**") on and after the date hereof; provided that Assignor shall retain responsibility for all Obligations to be kept and performed prior to the date hereof. Assignee further represents to the Authority that Assignee has the necessary experience and financial resources to manage and operate the Project in accordance with the Switzer-West Schools Urban Renewal Plan and the Redevelopment Contract.

2. **Consent.** The Authority hereby consents to the assignment of Assignor's rights, titles, and interests in the Redevelopment Contract to Assignee, including, without limitation, the tax abatement thereunder, which continues through and including the 2026 tax year pursuant to the Tax Abatement Certificate provided that Assignee is not in default under the Redevelopment Contract or the New Funding Agreement.

3. **Status of Agreement.** The Authority acknowledges that as of the date of this Assignment, Assignor is not in breach or violation of any provisions of the Redevelopment Contract or the Original Funding Agreement and that Assignor has paid all sums which became due under (i) the Redevelopment Contract, including the PILOT required under Section 4.08, and (ii) and the Original Funding Agreement; and that there are no amounts currently due and owed by Assignor thereunder; provided, however, that the Authority has incurred and will incur legal fees in connection with this Assignment and such legal fees shall be paid by **Assignor or Assignee** on or before the Closing Date.

4. **Amendment of Assignment.** Neither this Assignment nor any term, provision, or condition hereof may be changed, amended or modified, and no obligation, duty or liability or any party hereby may be released, discharged or waived, except in a writing signed by all parties hereto.

5. **Further Assurances.** Assignor and Assignee each shall, at its own cost and expense, execute and deliver such further documents and instruments, and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purpose of this Assignment. This Assignment shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, as part of the Closing.

6. **Binding Effect.** This Assignment shall bind and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

7. **Amendment of Redevelopment Contract.** Section 15.08 of the Redevelopment Contract is amended by deleting the names and addresses for the Authority, the Authority's counsel, the Redeveloper and the Redeveloper's counsel and replacing them with:

To Authority: Land Clearance for Redevelopment Authority of Kansas City, Missouri  
Attention: Executive Director  
300 Wyandotte Street, Suite 400  
Kansas City, Missouri 64105

With a copy to: Rouse Frets White Goss Gentile Rhodes, P.C.  
Attention: Brian E. Engel  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111

To Redeveloper: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Missouri.

9. **Severability.** If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment shall not be affected, and each term or provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

10. **Counterparts.** This Assignment shall may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. A facsimile copy (by scanned PDF via e-mail transmission) of the signatures of the persons executing this Assignment shall on behalf of the parties hereto, respectively, shall be effective as an original signature and legally binding and effective as an executed counterpart hereof, and the parties to this Agreement waive any rights they may have to object to such treatment.

11. **Prevailing Party.** If legal action is commenced by Assignor against Assignee or by Assignee against Assignor in connection with or arising out of the negotiation, execution, administration, modification, extension, substitution, inducement, enforcement, default or termination, or breach of any provision of this Assignment or relating in any way the Project, the court as part of its judgment shall award attorneys' fees and costs to the prevailing party. If the Authority is named as a party in any such action, Assignor or Assignee, whichever is the non-prevailing party, shall pay the Authority's attorney's fees.

12. **Full Force.** Except as amended herein, the Redevelopment Contract shall remain in full force and effect and shall bind and inure to the benefit of the parties to the Redevelopment Contract and their respective successors, legal representatives and assigns.

[Signature pages begin on next page.]

**[SIGNATURE PAGE 1 OF 3 TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF REDEVELOPMENT CONTRACT]**

IN WITNESS WHEREOF, Assignor, Assignee and the Authority have executed this Assignment effective as of the Effective Date.

**ASSIGNOR:**

SWITZER APARTMENTS, LLC, a Missouri limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Missouri                    )  
  ): SS  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2022, \_\_\_\_\_, \_\_\_\_\_ of Switzer Apartments, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

\_\_\_\_\_  
Notary Public, State of Missouri

My commission expires on \_\_\_\_\_

IN WITNESS WHEREOF, Assignor, Assignee and the Authority have executed this Assignment effective as of the Effective Date.

\_\_\_\_\_, a \_\_\_\_\_  
\*[corporation/limited liability company] \*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) : SS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of, \_\_\_\_\_, a \_\_\_\_\_ \*[corporation/limited liability company]\*, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

Notary Public, State of \_\_\_\_\_  
My commission expires on \_\_\_\_\_

**[SIGNATURE PAGE 3 OF 3 TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF REDEVELOPMENT CONTRACT]**

IN WITNESS WHEREOF, Assignor, Assignee and the Authority have executed this Assignment effective as of the Effective Date.

**AUTHORITY:**

LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI, a public  
body corporate and politic organized under the laws of  
Missouri and the ordinances of the City of Kansas City,  
Missouri

By: \_\_\_\_\_  
Daniel Moye, Executive Director

**ATTEST:**

\_\_\_\_\_  
Susan Tumey, Assistant Secretary

State of Missouri        )  
                                  )       : SS  
County of Jackson        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2022, by Daniel Moye as Executive Director of Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body corporate and politic organized under the laws of Missouri and the ordinances of the City of Kansas City, Missouri, on behalf of the corporation, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said entity and acknowledged said instrument to be the free act and deed of said entity.

[Seal]

\_\_\_\_\_  
Notary Public, State of Missouri  
My commission expires on \_\_\_\_\_

## **EXHIBIT A**

### Legal description of the Property

#### **TRACT I:**

All of lots 165 to 169, both inclusive, and 171 to 174, both inclusive, of Block 7, and all of Lots 213 to 217, both inclusive, and the South 10 feet of Lot 218 of Block 8 in JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

Together with the East 1/2 of vacated alley lying West and adjoining Lots 165 to 169, both inclusive and Lots 171 to 174, both inclusive, Block 7, Jarboe's Addition.

#### **TRACT II:**

The South 13 feet of Lot 201 and all of Lots 202 thru 211 inclusive, Block 8, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. Together with that portion of the vacated alley as vacated by Ordinance No. 51625 and recorded March 8, 1926 as Document No. A274465 in Book B-2636 at Page 125.

#### **TRACT III:**

Lot 170 Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. Together with the East 1/2 of vacated alley lying West and adjoining.

#### **TRACT IV:**

The South 1/2 of LOT 190, BLOCK 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

#### **TRACT V:**

The North 10 feet of LOT 187 and the South 10 feet of LOT 188, BLOCK 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

#### **TRACT VI:**

The North 10 feet of LOT 188 and the South 15 feet of LOT 189, BLOCK 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

#### **TRACT VII:**

The North 20 feet of the South 30 feet of Lot 187, except part taken for West Pennway, Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT VIII:**

The North 25 feet of LOT 189, Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT IX:**

Lot 186 and the South 10 feet of Lot 187, except that part of said premises taken for West Pennway, Block 7, JARBOE'S ADDITION, a subdivision In Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT X:**

The North 20 feet of the South 30 feet of Lot 188, Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT XI:**

Lot 185, except part in West Pennway, Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT XII:**

The North 1/2 of Lot 190, all of Lot 191 and the North 32.25 feet of Lot 192, Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT XIII:**

The South 1/2 of Lot 192, Block 7, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri. Together with the West 1/2 of vacated alley lying East and adjoining.

**TRACT XIV:**

Lot 212, Block 8, JARBOE'S ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof. Together with that portion of the vacated alley as vacated by Ordinance No. 51625 and recorded March 8, 1926 as Document No. A274465 in Book B-2636 at Page 125.