

RESOLUTION NUMBER 7864

WHEREAS, 117-123 South 5th Street, LLC, a Nebraska limited liability company, and Kirnan Koenig, a single person (collectively, the “Borrower”), jointly entered into a Beatrice Downtown Revitalization Improvement Program Assumption Agreement, dated May 4, 2026, with the City of Beatrice, Nebraska (“City”); and

WHEREAS, on or about May 4, 2026, Borrower assumed all obligations of the original Loan Agreement, dated October 3, 2022 for a loan in the total of Ten Thousand Dollars (\$10,000.00) from the City as part of the Beatrice Downtown Revitalization Improvement Program available by Lender through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, pursuant to the Beatrice Downtown Revitalization Improvement Program, Borrower and the City entered into an Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026; and

WHEREAS, the Deed of Trust dated May 4, 2026, and recorded on May 20, 2026, as Instrument No. 2026-1445 of the Public Records of the Register of Deeds of Gage County, Nebraska encumbers real estate legally described as follows:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64), Original Town of Beatrice, Gage County, Nebraska, commonly known as 117 South 5th Street (the “Property”); and

WHEREAS, on or about August 14, 2026, Borrower sold and conveyed title of the Property to Strategic Spaces, LLC, a Nebraska limited liability company; and

WHEREAS, Strategic Spaces, LLC and Kirnan Koenig, a single person (together,

“Purchaser”) desires to assume and agrees to assume the Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Assumption Agreement, Assumption of Personal Guaranty, and Assumption of Promissory Note by and between the City of Beatrice, Borrower, and Purchaser, wherein Purchaser agrees to assume the Borrower’s current indebtedness to the City, as evidenced by the Assumption Agreement dated May 4, 2026, as part of the Beatrice Downtown Revitalization Improvement Program.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute a new Deed of Trust between the City of Beatrice and Purchaser to secure the assumed loan, and any and all other documents necessary to effectuate the assumption of said loan.

SECTION 3. That the Assumption Agreement, dated May 4, 2026, shall be assumed by Purchaser.

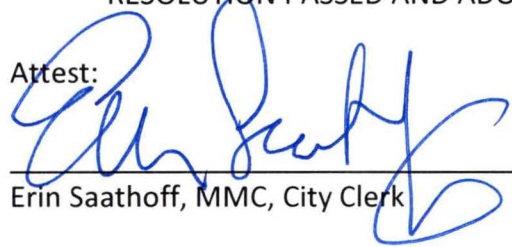
SECTION 4. That the Assumption of Promissory Note dated May 4, 2026 and corresponding with the Assumption Agreement, dated May 4, 2026 shall be assumed by Purchaser shall be assumed by Purchaser.

SECTION 5. That the Assumption of Personal Guaranty dated May 4, 2026 and corresponding with the Assumption Agreement, dated May 4, 2026 shall be assumed by Purchaser.

SECTION 6. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5th day of October, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Mike McLain, Mayor

**BEATRICE DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM
ASSUMPTION AGREEMENT
21-DTR-004**

WHEREAS, DRS Properties & Investments, LLC, a Nebraska limited liability company, and Robert Taylor, a single person, jointly entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement, dated October 3, 2022, with the City of Beatrice, Nebraska (the "Lender"); and

WHEREAS, Borrower received a total of Ten Thousand Dollars (\$10,000.00) from Lender as part of the Beatrice Downtown Revitalization Improvement Program available by Lender through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, pursuant to the Beatrice Downtown Revitalization Improvement Program, Borrower and Lender entered into a Loan Agreement dated October 3, 2022, Promissory Note dated September 16, 2022, Personal Guaranty dated September 16, 2022, and Deed of Trust dated March 1, 2024 and recorded on March 1, 2024 as Instrument No. 2024-454 of the Public Records of the Register of Deeds of Gage County, Nebraska; and

WHEREAS, the Deed of Trust dated March 1, 2024, and recorded on March 1, 2024 as Instrument No. 2024-454 of the Public Records of the Register of Deeds of Gage County, Nebraska encumbers real estate legally described as follows:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64), Original Town of Beatrice, Gage County, Nebraska, commonly known as 117 South 5th Street (the "Property"); and

WHEREAS, on or about May 4, 2026, 117-123 South 5th Street, LLC, a Nebraska limited liability company ("Borrower") assumed the obligations under the Loan Agreement dated October 3, 2022, Promissory Note dated September 16, 2022, and Personal Guaranty dated September 16, 2022, and executed an Assumption Agreement, Assumption of Personal Promissory Note, Assumption of Personal Guaranty, and Deed of Trust, dated May 4, 2026, and recorded on May 20, 2026 as Instrument No. 2026-1445 in the Gage County Register of Deeds Office; and

WHEREAS, on or about August 14, 2026, Borrower sold and conveyed title of the Property to Strategic Spaces, LLC, a Nebraska limited liability company;

WHEREAS, Strategic Spaces, LLC and Kirnan Koenig, a single person (together, "Purchaser") desire to assume and agrees to assume the obligations set forth in the Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026, and Deed of Trust, dated May 4, 2026, and

recorded on May 20, 2026, as Instrument No. 2026-1445 in the Gage County Register of Deeds Office; and

WHEREAS, Kirnan Koenig is the owner of Strategic Spaces, LLC; and

WHEREAS, all parties agree that said Purchaser should be substituted for Borrower as party to said Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026, and Deed of Trust, dated May 4, 2026, and recorded on May 20, 2026, as Instrument No. 2026-1445 in the Gage County Register of Deeds Office; and

NOW, THEREFORE, for and in consideration of the mutual benefits hereby derived, Purchaser hereby agrees and assumes all rights and obligations of Borrower, as a party to said Loan Agreement dated October 3, 2022, Promissory Note dated September 16, 2022, Personal Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026, and Deed of Trust, dated May 4, 2026, and recorded on May 20, 2026, as Instrument No. 2026-1445 in the Gage County Register of Deeds Office.

Borrower represents and covenants the following:

Strategic Spaces, LLC is: (1) a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nebraska; (2) has the power to enter into this Agreement and to borrow.

The making and performance by Purchaser of this Assumption Agreement, and the execution and delivery of the Promissory Note in a form satisfactory to Lender (the "note" or "Promissory Note") and the Personal Guaranty will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to Strategic Spaces, LLC or any provision of its Articles of Organization or Operating Agreement or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which Strategic Spaces, LLC is a party or by which it or its property may be bound or affected.

When this Agreement is executed by Purchaser and Lender, when the Note is executed and delivered by Purchaser, when the Personal Guaranty is executed and delivered by Purchaser, each such instrument will constitute the legal, valid, and binding obligation of Purchaser in accordance with its terms. Any security agreements and instruments, financing statements, deeds of trust, mortgages, personal guaranty, and other liens on chattel or real estate will constitute legal, valid and binding liens.

There are no legal actions, suits, or proceedings pending or, to the knowledge of Purchaser threatened against Purchaser before any court or administrative agency, which if

determined adversely to Purchaser would have a material adverse effect on the financial condition or business of Purchaser.

No authorization, consent or approval, or any formal exemption of any formal exemption of any Governmental body, regulatory authorities (federal, state, or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by Purchaser of this Agreement.

The Purchaser is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

The Purchaser has filed all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Purchaser or its personal or real property by any taxing agency, federal, state or local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state, or local for taxes materially in excess of those already provided for and Purchaser knows of no basis for any such deficiency assessment.

Purchaser certifies that there has been no adverse or material change since the date of the loan application in the financial condition, organization, operating, business prospects, fixed properties, or personnel of Purchaser.

The Purchaser further agrees to perform all of the obligations contained in the above-described Loan Agreement and in all other instruments executed by Borrower or to be executed by Purchaser in connection with said Agreement.

The undersigned agree that this Assumption Agreement releases Borrower from its obligation under the Loan Agreement attached hereto, and from its obligations to fulfill all the terms, conditions and provisions of all instruments in connection therewith.

This Assumption Agreement shall be binding upon the principals, their heirs, executors, administrators, successors and assigns.

THEREFORE, for and in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged by Lender, the undersigned Purchaser hereby assumes and agrees to pay the current indebtedness evidenced by the original notes and Deeds of Trust, and any modification thereto and perform all of the obligations provided for therein.

That in all other aspects, all terms and conditions of the original note shall remain in full force and effect and Lender hereby releases and discharges the original Borrower upon their personal obligation under this debt.

This Assumption by the Purchaser shall bind them, together with their successors and assigns and shall be enforced and construed according to the Laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 5th day of October, 2026.

LENDER:

THE CITY OF BEATRICE,
NEBRASKA, a Municipal
Corporation

BY:

Michael M. L.
Mike McLain, ~~Acting~~ Mayor

BORROWER:

117-123 South 5th Street, LLC
a Nebraska limited liability company

BY:

Kirnan Koenig
Kirnan Koenig, Member

Attest:

Erin Saathoff
Erin Saathoff, City Clerk

Kirnan Koenig, individually

BY:

Kirnan Koenig
Kirnan Koenig

PURCHASER:

Strategic Spaces, LLC,
a Nebraska Limited Liability Company

By:

Kirnan Koenig
Kirnan Koenig, Member

PURCHASER:

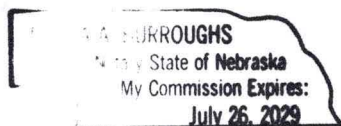
Kirnan Koenig, an Individual Person

BY:

Kirnan Koenig
Kirnan Koenig

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

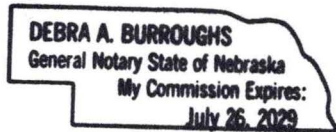
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of 117-123 South 5th Street, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.



Debra A. Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

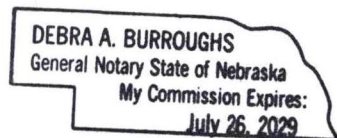
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

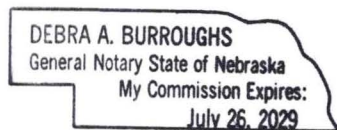
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of Strategic Spaces, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.



Debra A Burroughs
Notary Public

ASSUMPTION OF PERSONAL GUARANTY

Comes now, the undersigned, Kirnan Koenig, and accepts and assumes the obligations and liabilities of the Personal Guaranty dated May 4, 2026 provided by Kirnan Koenig to the City of Beatrice pursuant to the Beatrice Downtown Revitalization Improvement Program Assumption Agreement dated May 4, 2026, between 117-123 South 5th Street, LLC, Kirnan Koenig, and the City of Beatrice, Nebraska, all terms and conditions thereof, for Strategic Spaces, LLC, and Kirnan Koenig as though the same had been made, executed and delivered to the City of Beatrice, Nebraska.

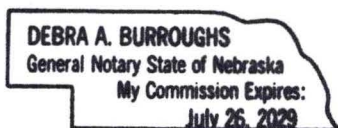
This Assumption of Personal Guaranty shall be binding upon the principal, his heirs, his personal representatives, successors, and assigns.

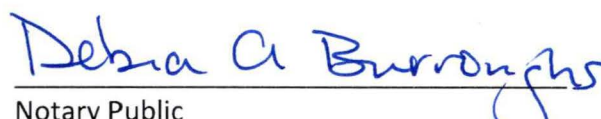
DATED this 30 day of September, 2026.


Kirnan Koenig

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.




Notary Public

ASSUMPTION OF PROMISSORY NOTE

WHEREAS, The City of Beatrice, a Municipal Corporation (hereinafter referred to as "Lender") entered into an Assumption Agreement dated May 4, 2026 with 117-123 South 5th Street, LLC, a Nebraska limited liability company and Kirnan Koenig, a single person, (herein after jointly referred to as "Borrower"), for a loan in the amount of \$10,000.00 (the "Loan"); and,

WHEREAS, this loan is evidenced by an Assumption of Promissory Note executed by Borrower, dated May 4, 2026, and an Assumption of Personal Guaranty executed by Borrower, dated May 4, 2026, a copy of which is attached thereof and incorporated herein; and,

WHEREAS, Strategic Spaces, LLC, a Nebraska limited liability company and Kirnan Koenig, a single person (hereinafter jointly referred to as "Assumptor") unconditionally assumes and agrees to undertake the obligations of 117-123 South 5th Street, LLC and Kirnan Koenig, a single person;

NOW, THEREFORE, in consideration of the consent of Lender to the aforesaid transfer to Assumptor, the Assumptor hereby agrees to perform all of the obligations of 117-123 South 5th Street, LLC and Kirnan Koenig contained in the above Assumption of Promissory Note dated May 4, 2026, and in all other instruments executed by 117-123 South 5th Street, LLC and Kirnan Koenig or to be executed by the Assumptor in connection with the Loan, including but not limited to the above described documents, as though the same had been made, executed and delivered by Assumptor instead of 117-123 South 5th Street, LLC and Kirnan Koenig.

This Assumption of Promissory Note shall be binding upon the principals, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and caused this instrument to be executed this 5 day of October, 2026.

PURCHASER:

Strategic Spaces, LLC,
a Nebraska Limited Liability Company

BY: 

Kirnan Koenig, Member



Kirnan Koenig, Individually

CONSENT

The undersigned; 117-123 South 5th Street, LLC and Kirnan Koenig, hereby consent to this Assumption of Promissory Note.

BORROWER:

117-123 South 5th Street, LLC
a Nebraska limited liability company

BY: 
Kirnan Koenig, Member

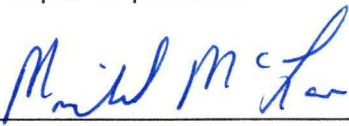
Kirnan Koenig, individually

BY: 
Kirnan Koenig

APPROVAL

The above assumption and transfer of liability from 117-123 South 5th Street, LLC and Kirnan Koenig to Strategic Spaces, LLC, a Nebraska limited liability company and Kirnan Koenig, a single person, is approved and accepted.

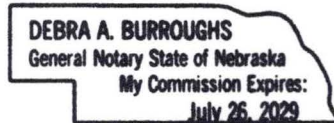
City of Beatrice, Nebraska
A Municipal Corporation

By: 
Mike McLain, ~~Acting~~ Mayor

Attest: 
Erin Saathoff, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

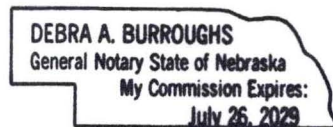
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of 117-123 South 5th Street, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

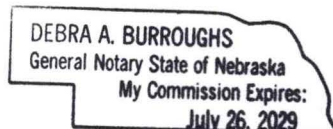
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Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

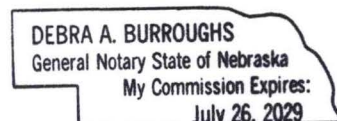
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Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

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Debra A Burroughs
Notary Public