Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, Y

FILED DATE: 7/28/2025 12:00 AM 2022L010246

FILED
7/28/2025 12:00 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2022L010246
Calendar, Y
33743478

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN, LLC, an Illinois limited liability company;
BRAD BEHMER, an individual; and
KENNETH WILLIAM MAYLE, an individual,
Plaintiffs / Counter-Defendants,

2022L010246

v.) Case No. 2022 L 010246
) Calendar Y – Judge Tully
GP OPPORTUNITY FUND, LLC, an Illinois) Courtroom 2004
limited liability company,)
Defendant / Counter-Plaintiff.)

EMERGENCY MOTION TO STRIKE LEASE GUARANTEE OR LEASE ENTIRELY

(735 ILCS 5/2-615; Cook County Cir. Ct. R. 2.1(d))

NOW COMES Plaintiff/Counter-Defendant **Kenneth William Mayle**, pro se, pursuant to 735 ILCS 5/2-615, Cook County Circuit Court Local Rule 2.1(d), and this Court's inherent authority, and respectfully moves this Honorable Court **on an emergency basis** to strike (i) the personal lease guarantee purportedly executed by Mayle and/or (ii) the lease itself that appears as **Exhibit A** to Defendant/Counter-Plaintiff GP Opportunity Fund, LLC's Counter-Complaint dated July 5, 2023. The relief sought preserves all other claims (including Plaintiffs' fraud count). In support, Mayle states:

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1. INTRODUCTION

1. This matter is set for a **bench trial on August 4, 2025**. The dispute centers on a purported commercial lease for **4714A W. Lake Street, Chicago, Illinois** (the southern half of PIN 16-10-301-011) (the "Premises"). This Motion replaces and corrects a prior version to fix formatting defects and to consolidate all grounds to strike.

2. GP Opportunity Fund, LLC's Counter-Complaint (July 5, 2023) alleges, inter alia, breach of contract (Count I) and fraud (Count II) and relies upon **Exhibit A** (the "Lease") which includes a **personal guarantee by Mayle**.

3. The lease (and the guarantee) are legally insufficient and unenforceable for **five independent reasons**:

   a. **Lack of authority / title** — Title to the Premises is held by **Chicago Title Land Trust Company as Trustee under Trust No. 8002378809**, not GP Opportunity Fund, LLC. GP Opportunity Fund, LLC (managed by Bryon Finke) did not show authority from the land trust to execute the Lease or bind a guarantor.

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b. **Counterparty did not exist — 30 Degree Design, LLC** was **not formed** as of the purported execution date (nor within any relevant statutory period), making it incapable of contracting; a personal guarantee cannot stand on a void underlying obligation.

c. **Improper execution/signature authority — Bryon Finke signed as "Owner,"** not "Manager of GP Opportunity Fund, LLC," with no disclosure of land trust authority, the LLC's manager-managed status, or its registered agent (GP Opportunity Corp.).

d. **Facially inconsistent dates** — The Lease reflects **Brad Behmer** signing on **October 2, 2021**, while **Mayle is dated October 1, 2021**; the parties were together when signing on October 1, 2021. The inconsistent sequencing further undermines enforceability.

e. **Failure to deliver a secure / suitable premises** — The **garage door's chainfall was external**, permitting entry with a ~12" opening; the roof and gutters were in disrepair causing water intrusion—breaching the implied covenant of quiet enjoyment/suitability for use and rendering the Lease/guarantee unenforceable.

4. This is an **emergency** because (a) trial is set for **August 4, 2025**, (b) the enforceability of the Lease/guarantee materially affects trial strategy, scope, and burdens, (c) Counter-Plaintiff is seeking approximately **$1,000,000** on the Counter-Complaint and previously attempted to amplify that figure, and (d) disputed representations were made at the **July 25, 2025 pre-trial conference** regarding (i) the status of a motion to strike affirmative defenses, (ii) Plaintiffs' fraud claim (Count III of the Third Amended Complaint) allegedly being dropped (it wasn't), and (iii) compliance with **Ill. Sup. Ct. R. 218** and **Cook County Law Division G.A.O. 17-1** regarding witness/exhibit disclosures. Immediate resolution is required to ensure a fair trial and avoid prejudice.

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2. ARGUMENT

2.1 The lease & guarantee are unenforceable because GP Opportunity Fund, LLC lacked authority: the Premises are held in a land trust. (735 ILCS 5/2-615)

5. A lease/guarantee is enforceable only if the putative lessor possesses title or is expressly authorized to lease. See **765 ILCS 5/1 et seq.**; **Fort Dearborn Nat'l Bank v. Maynard**, 179 Ill. App. 3d 865, 870 (1st Dist. 1989). The **Trustee's Deed** (Ex. B) conveys the Premises to **Chicago Title Land Trust Company, as Trustee under Trust No. 8002378809**.
GP Opportunity Fund, LLC is neither the trustee, deed holder, nor identified beneficiary. Exhibit A to the July 5, 2023 Counter-Complaint contains no reference to any land trust authorization. See **Immigrant Sav. & Loan Ass'n v. Britton**, 329 Ill. App. 142, 147 (1st Dist. 1946).

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2.2 30 Degree Design, LLC's non-formation voids the lease and guarantee. (735 ILCS 5/2-615)

6. A **non-existent entity cannot contract**. See **805 ILCS 180/5-1(a)**; **People ex rel. Hartigan v. Org. Servs. Corp.**, 147 Ill. App. 3d 826, 831 (1st Dist. 1986). As of **October 1, 2021** (and even **January 26, 2022**), no record of 30 Degree Design, LLC's formation existed (Ex. C). Mayle was **not a member** and did **not authorize** the lease (Ex. E). Without a valid underlying obligation, a personal guarantee fails.

2.3 The Lease was executed with improper authority and defective signatures. (735 ILCS 5/2-615)

7. **Bryon Finke** signed as **"Owner"**, not as a duly authorized manager of GP Opportunity Fund, LLC, and without disclosing authority from the land trust (Ex. B) or the LLC's **manager-managed** status (Ex. D; **805 ILCS 180/15-1**). No disclosure was made regarding the registered agent (GP Opportunity Corp.) (Ex. F). Further, **Behmer's signature purporting to bind a non-existent LLC is void**, and Mayle's guarantee cannot stand absent a valid lease.

2.4 Inaccurate / inconsistent signing dates further undermine enforceability. (735 ILCS 5/2-615)

8. The Lease shows **Behmer** signing **October 2, 2021**, while **Mayle** is dated **October 1, 2021**—even though all three signatories were together on **October 1, 2021** (Ex. E). The internal inconsistency further undermines the document's integrity. See **C-B Realty Trading Corp. v. Chicago & N.W. Ry. Co.**, 289 Ill. App. 3d 892 (1st Dist. 1997).

2.5 The landlord's failure to deliver a secure/suitable premises voids the lease & guarantee. (735 ILCS 5/2-615)

9. The **garage door chainfall outside the building** allowed entry with a roughly 12-inch opening; the roof and gutter failures caused significant water intrusion. The Premises were not presented as an open-air structure or otherwise disclosed as insecure. Landlord's technicians later **cut power** to the electric motor and misattributed the failure to tenant conduct (the motor likely slipped). These conditions **breach the implied covenant of quiet enjoyment and suitability** (Lease §2) and render the Lease/guarantee unenforceable. See **Hanson v. Tilton**, 13 Ill. App. 2d 244 (1st Dist. 1957). If the fire was facilitated by the security defect, it further supports Plaintiffs' fraud/negligence theories.

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3. PRAYER FOR RELIEF

WHEREFORE, Counter-Defendant **Kenneth William Mayle** respectfully requests that this Court:

A. **Grant this Emergency Motion** and **strike** the lease guarantee and/or the Lease itself contained in **Exhibit A** to GP Opportunity Fund, LLC's Counter-Complaint dated July 5, 2023, as legally insufficient and unenforceable;

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B. **Dismiss all counter-claims** that depend on the Lease/guarantee, **without prejudice to Plaintiffs'/Counter-Defendants' remaining claims**, including fraud;

C. **Bar Bryon Finke from testifying** regarding authority derived from **Trust No. 8002378809** absent competent proof of such authority;

D. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Kenneth William Mayle
Kenneth William Mayle, Pro Se
1034 N. Karlov Ave
Chicago, Illinois 60651
T: 248-635-7455
E: ken.mayle@gmail.com
Date: July 26, 2025

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4. CERTIFICATE / PROOF OF SERVICE

I, **Kenneth William Mayle**, certify under penalties of perjury pursuant to **735 ILCS 5/1-109** that on **July 26, 2025**, I served a courtesy copy of this **Emergency Motion to Strike Lease Guarantee or Lease Entirely** (and Notice of Motion, if required) via email to:

- **Zachary D. Limbaugh** (Counsel for GP Opportunity Fund, LLC) – Limbaugh@limbaughlawfirm.com
- **Brad Behmer** – bradleybehmer@gmail.com

A file-stamped copy will be circulated upon acceptance by the Clerk of the Circuit Court of Cook County, in compliance with Illinois Supreme Court Rules 11 and 131.

/s/ Kenneth William Mayle

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5. EXHIBIT LIST

- **Exhibit A** – Exhibit A to Defendant's Counter-Complaint dated July 5, 2023 (purported Lease).
- **Exhibit B** – Certified Trustee's Deed (Instrument No. 1832349159, recorded Nov. 19, 2018) to Chicago Title Land Trust Co., Trust No. 8002378809.
- **Exhibit C** – Illinois SOS certified search showing **no record** of 30 Degree Design, LLC as of Jan. 26, 2022.
- **Exhibit D** – Illinois SOS records for **GP Opportunity Fund, LLC** (manager-managed).
- **Exhibit E** – **Affidavit of Kenneth William Mayle** (below).

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Initials: BB KM
Brad Behmer Kenneth Mayle

COMMERCIAL LEASE
4714A West Lake Street

This Lease Agreement (this "Lease") is dated as of September 17th, 2021, by and between GP Opportunity Fund LLC ("Landlord"), and Brad Behmer ("Tenant") with Kenneth Mayle as a personal guarantor ("Guarantor"). The parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 13,000 sqft industrial unit at 4714A W Lake St (the southern half of PIN 16-10-301-011) in Chicago, IL 60644 (the "Premises").

2. USE OF PREMISES. Tenant agrees that it shall use the Premises for business offices, storage of materials and equipment, and manufacturing of home decor and other artistic objects. Tenant represents and warrants that the foregoing use of the Premises is allowed by all applicable laws, codes and ordinances.

3. TERM. The lease term will begin on October 1st, 2021 and will terminate on September 31st, 2026.

4. LEASE PAYMENTS. Tenant shall pay Landlord lease payments of $7,150.00, payable in advance, on the first of each month. Lease payments shall be made to the Landlord at 1667 N Bissell St 3, Chicago, Illinois 60614.

A. PAYMENT OF MONTHLY RENT. During the term of this Lease and any extension therefor, Tenant agrees to pay Landlord on or before the 1st of each full calendar month during the term hereof. Rent for any period during the term which is less than one full month shall be a prorated portion of the monthly rent based on the total number of days in the month being prorated. Said rent shall be paid to the Landlord, without deduction or offset (except as otherwise provided herein or at law or in equity) and without notice or demand at the Landlord's address or to such person or at such address. The monthly rent shall commence on the commencement date of the term.

B. LATE FEES. Tenant recognizes that the late payment of monthly rent will result in administrative expense to Landlord, the extent of which additional expense is difficult and economically impractical to ascertain. Tenant therefore agrees that if the monthly rent has not been paid by the 5th day of the month, such unpaid amount shall be increased by a late charge in the amount of $100.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

6. INSURANCE. During the term of the lease and extension thereof, Tenant agrees to maintain at its own expense liability and property insurance.

EXHIBIT A

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Initials: SS Brad Behmer KM Kenneth Mayle

A. LIABILITY. Tenant shall procure and maintain comprehensive public liability insurance to insure Tenant and Landlord against any liability arising out of Tenant's use of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than $1,000,000 for injury or death to one person in any one accident or occurrence and not less than $3,000,000 in aggregate liability coverage. Such insurance shall insure Tenant and Landlord against any liability for property damage of at least $1,000,000. If the Tenant shall fail to procure and maintain said insurance, and such failure shall continue beyond all applicable notice and cure periods, the Landlord shall have the right, but shall not be required to procure and maintain the same, at the expense of the Tenant.

B. PROPERTY. Tenant shall procure and maintain property damage insurance covering loss or damage to Landlord's property located in the Premises, in the amount of full replacement value thereto, against all perils including within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks).

C. CLAIMS. Tenant agrees that any claim against the Landlord for any loss, damage or injury to property which is covered by insurance carried by Tenant.

7. EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

8. ALTERATIONS ADDITIONS AND IMPROVEMENTS. No alteration, addition or improvement to the demised premises shall be made by Tenant without the prior written consent of the Landlord, whose consent will not be unreasonably withheld or delayed. Any permanently affixed alteration, addition or improvement made by Tenant after such consent shall have been given, and any permanently affixed fixtures installed as part of thereof, shall at Landlord's option, become part of the real estate upon expiration or other sooner termination of this Lease. Landlord shall have the right, up thirty (30) days prior to written notice to Tenant but not later than the expiration or termination of the term, to require the Tenant to remove such fixtures at Tenant's cost and expense at termination of this Lease and restore the Premises to the condition prior to attachment and repair any damage. If Tenant fails to remove such fixture, restore the Premises to condition prior to attachment and repair any damage, Landlord may do so and Tenant shall be responsible for the cost thereof.

9. MAINTENANCE REPAIRS AND REPLACEMENTS. Tenant and Landlord shall share in the maintenance of the premises. However if it is found that any damage is caused by Tenant and such damage is not covered by insurance carried by Tenant, the Tenant will be responsible for all replacements or repairs.

A. TENANT. Tenant shall maintain repair or replace the interior space of the unit, including all plumbing fixtures, lighting fixtures, mezzanine furnace, mezzanine air conditioner, hot water heaters, wall surfaces, floors, garage door and any alterations, additions or improvements.

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Initials: BB (Brad Behmer) KM (Kenneth Mayle)

B. LANDLORD. Landlord shall maintain repair or replace, with exception to Tenant caused damages, the exterior of the premises, including roof, exterior walls, and access to utility services water, gas and electricity. Landlord shall provide snow removal, limited to the sidewalk area along Lake Street in front of the Premises.

10. TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

A. REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

B. PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease Payments.

11. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall deposit with the Landlord a security deposit in the amount of $42,900, equal to six months rent. The security deposit shall be held by the Landlord as security for the faithful performance of the Lease of all terms, covenants and conditions. In the event of any default on part of the Tenant that continues beyond all applicable notice and cure periods, the Landlord shall have the right to apply such security deposit or any portion thereof to cure such default. In the event the security deposit is reduced by reason of such application, then within five (5) days after written notice to Tenant, Tenant shall deposit with the Landlord such amount as may be necessary to restore the security deposit to its original amount.

12. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

13. COSTS AND EXPENSES OF ENFORCING LEASE. The defaulting party hereunder shall pay upon demand the defaulting party's costs, charges and expenses, including reasonable attorney's fees, incurred by the non-defaulting party in successfully enforcing any of the obligations of the defaulting party under this Lease or in any litigation, negotiation or transaction in which the non-defaulting party, without fault, becomes involved through or on account of this Lease.

14. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

15. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be

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unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

16. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

17. DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

18. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

19. LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics or materialmans liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

20. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

21. JURY WAIVER. In the event a dispute or litigation arises, the Tenant agrees to waive its rights to a trial by jury.

22. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

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Initials: BB Brad Behmer JCM Kenneth Mayle

23. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

GP Opportunity Fund LLC
1667 N Bissell St 3
Chicago, Illinois 60614

TENANT:

30 Degrees Design LLC
1034 N Karlov Ave
Chicago, IL 60651

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

24. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Illinois.

25. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

26. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

27. ENFORCEMENT. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

28. BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

29. MISCELLANEOUS.

A. UTILITIES. Tenant shall pay for all of its own gas, electric, water, internet, garbage and other utilities and services supplied to the Premises.

B. LIGHTING. Landlord will present the Tenant with replacement lighting no later than November 1st, 2021.

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Initials: BB (Brad Behmer) KM (Kenneth Mayle)

C. **PRE-PAYMENT REQUIREMENT.** Tenant agrees, prior to the Lease commencement, to pre-pay 18 months of rent.

D. **CRYPTO CURRENCY.** Tenant has the option to make any rent payment with crypto currency Bitcoin, via Bryon Finke as a Bitcoin to USD exchange.

E. **AGREEMENTS.** This Lease contains all agreements of the parties with respect to any matter mentioned hereon. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

LANDLORD:

Bryon Finke
Owner, GP Opportunity Fund LLC — Date: 10-1-21

TENANT:

Brad Behmer
President, 30 Degree Design LLC — Date: 10.2.21

PERSONAL GUARANTEES:

The undersigned, jointly and severally, hereby agree to personally guarantee each and every provision of this Lease for its duration.

Brad Behmer — Date: 10.2.21

Kenneth Mayle — Date: 10/1/2021

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Electronically Certified Official Record

DOCUMENT INFORMATION

Agency Name:	Cook County Clerk
County Clerk:	Monica Gordon
Date Issued:	7/26/2025 3:58:48 AM
Unique Reference Number:	BAA-FCG-BHADBBAA-BIDCDEJBFJ-FDJBDC-I
Instrument Number:	1832349159
Requesting Party Code:	526
Requesting Party Reference:	205997220

CERTIFICATION

Pursuant to Illinois Rules of evidence 901(a), 901(b)(7), 902(4), and 902(12), and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by Monica Gordon, Cook County Clerk, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Cook County Clerk. The document may have redactions as required by law.

HOW TO VERIFY THIS DOCUMENT

This document contains a Unique Reference Number for identification purposes and a tamper-evident seal to indicate if the document has been tampered with. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. You can also verify this document by scanning the QR code or visiting https://www.cookcountyclerkil.gov/recordings/verified-recordings.

**The web address shown above contains an embedded link to the verification page for this particular document.

Exhibit B

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Unique Code : BAA-FCG-BHADBBAA-BIDCDEJBFJ-FDJBDC-I Page 1 of 3

TRUSTEE'S DEED IN TRUST

Reserved for Recorder's Office

Doc#. 1832349159 Fee: $52.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 11/19/2018 10:51 AM Pg: 1 of 3

Dec ID 20181101628507
ST/CO Stamp 0-252-322-464 ST Tax $850.00 CO Tax $425.00
City Stamp 0-801-968-800

This indenture made this **12th** day of **November, 2018,** between **CHICAGO TITLE LAND TRUST COMPANY**, a corporation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the **14th** day of **November, 1977,** and known as Trust Number **41594,** party of the first part, and **CHICAGO TITLE LAND TRUST COMPANY, as trustee under Trust Agreement dated August 14, 2018, and known as Trust No. 8002378806** whose address is: **10 South LaSalle Street, Suite 2750, Chicago, Illinois 60603** party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of **TEN and no/100 DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE** considerations in hand paid, does hereby **CONVEY AND QUITCLAIM** unto said party of the second part, the following described real estate, situated in **Cook** County, Illinois, to wit:

FOR THE LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A" WHICH IS EXPRESSLY INCORPORATED HEREIN AND MADE A PART HEREOF.

Permanent Tax Numbers: 16-10-300-001-0000; 16-10-300-013-0000; 16-10-301-004-0000; 16-10-301-006-0000; 16-10-301-007-0000; 16-10-301-008-0000; 16-10-301-009-0000; 16-10-301-010-0000; 16-10-301-011-0000

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof of said party of the second part.

This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

FULL POWER AND AUTHORITY is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to each successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti or futuro*, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORDS OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED AND ACTUALLY RECORDED OR FILED IN THE OFFICE OF THE COOK COUNTY CLERK. THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.
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Monica Gordon

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obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized to execute and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be affixed, and has caused its name to be signed to those presents by its Assistant Vice President, the day and year first above written.

CHICAGO TITLE LAND TRUST COMPANY,
as successor trustee as aforesaid

By: _____
Harriet Denisewicz
Assistant Vice President

State of Illinois)
) **SS**
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and Notarial Seal this **12th** day of **November, 2018.**

"OFFICIAL SEAL"
CHRISTINE C. YOUNG
Notary Public, State of Illinois
My Commission Expires 06/21/19

_____
NOTARY PUBLIC

PROPERTY ADDRESS:
4714-18 W. Lake Street
Chicago, Illinois 60644

This instrument was prepared by:
Harriet Denisewicz
CHICAGO TITLE LAND TRUST COMPANY
10 South LaSalle Street
Suite 2750
Chicago, IL 60603

AFTER RECORDING, PLEASE MAIL TO:

NAME _____

ADDRESS _____

CITY, STATE _____

SEND TAX BILLS TO:

NAME_____

ADDRESS_____

CITY, STATE_____

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EXHIBIT "A"

Legal Description

PARCEL 1:

LOTS 43 TO 48, BOTH INCLUSIVE, IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 39 TO 42, BOTH INCLUSIVE, IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 34 (EXCEPT THE WEST 20.00 FEET THEREOF) AND ALL OF LOTS 35, 36, 37 AND 38 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 33 (EXCEPT THE WEST 10.00 FEET THEREOF) AND THE WEST 20.00 FEET OF LOT 34 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 32 AND THE WEST 10.00 FEET OF LOT 33 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 31 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 29 IN BLOCK 8 IN THE RESUBDIVISION OF BLOCKS 7 TO 10, BOTH INCLUSIVE, IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 20, 21, 22, 23 AND 24 IN RESUBDIVISION OF BLOCK 8 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 1 AND 2, IN THE RESUBDIVISION OF BLOCK 8 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ILLINOIS SECRETARY of STATE
ALEXI GIANNOULIAS
(https://www.ilsos.gov/)

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Business Entity Search

Entity Information

Entity Name	30 DEGREE DESIGN LLC		
Principal Address	815 WARRENVILLE RD WHEATON,IL 601890000		
File Number	11367607	**Status**	ACTIVE on 06-05-2025
Entity Type	LLC	**Type of LLC**	Domestic
Org. Date/Admission Date	01-26-2022	**Jurisdiction**	IL
Duration	PERPETUAL		

Exhibit C

FILED DATE: 7/28/2025 12:00 AM 2022L010246

FILED DATE: 7/28/2025 12:00 AM 2022L010246

Annual Report Filing Date	06-05-2025	**Annual Report Year**	2025
Agent Information	BRAD BEHMER 815 WARRENVILLE RD WHEATON, IL 60189-6370	**Agent Change Date**	01-26-2022

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Managers | Old LLC Name | Assumed Name | Series Name

File History

Managers	Address
BEHMER, BRAD	815 WARRENVILLE RD WHEATON, IL 60189

Showing 1 to 1 of 1 entries

Previous 1 Next

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ILLINOIS SECRETARY of STATE
ALEXI GIANNOULIAS

Business Entity Search

- ○ Business Name
- ○ Registered Agent
- ○ President
- ○ Secretary
- ○ Manager
- ○ Keyword
- ○ Partial Word
- ○ File Number

Start a New Search required

Exhibit D

Submit

Filter by Entity

All

Show 100 entries

Search:

File Number	Entity Type	Entity Name	Entity Status	Registered Effective Date	Registered Agent
07455321	LLC (MST)	GP OPPORTUNITY FUND LLC	ACTIVE	12-28-2018	GP OPPORTUNITY CORP.
72027418	CORP (MST)	GP OPPORTUNITY CORP.	ACTIVE	10-23-2018	MATTHEW TAGLIA

Showing 1 to 2 of 2 entries

Previous 1 Next

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AFFIDAVIT OF KENNETH WILLIAM MAYLE

(735 ILCS 5/1-109 Verification)

STATE OF ILLINOIS)
COUNTY OF COOK)

I, **Kenneth William Mayle**, certify under penalty of perjury pursuant to 735 ILCS 5/1-109 that:

1. I am a Plaintiff/Counter-Defendant in **Case No. 2022 L 010246** and have personal knowledge of the facts stated herein.
2. The Lease (Exhibit A to the Counter-Complaint dated July 5, 2023) was signed **October 1, 2021** at **4714 W. Lake Street, Chicago, IL**.
3. **Brad Behmer** signed the Lease the **same day (October 1, 2021)** at the same location and time in the presence of me and **Bryon Finke**. The Lease, however, shows Behmer's signature dated **October 2, 2021**.
4. The **October 2, 2021** date on Behmer's signature is **incorrect** and inconsistent with the actual signing; this inconsistency calls into question the Lease's validity.
5. I was **not a member of 30 Degree Design, LLC** and did not authorize any lease on its behalf.
6. The landlord failed to deliver a secure/suitable premises (external chainfall allowing entry, roof/gutter failures causing water intrusion). Landlord's technicians later cut power to the garage door motor and misattributed the mechanical issue to tenant conduct.
7. This affidavit supports my emergency motion to strike the Lease guarantee or Lease entirely for the reasons set forth above, including the date inconsistencies, improper signature authority, and delivery of an insecure premises. If the fire was caused or facilitated by the security defect, it further supports Plaintiffs' fraud/negligence claims.

Further affiant sayeth not.

/s/ **Kenneth William Mayle**
Kenneth William Mayle
1034 N. Karlov Ave, Chicago, IL 60651
248-635-7455 | ken.mayle@gmail.com
Date: July 26, 2025

FILED DATE: 7/28/2025 12:00 AM 2022L010246

- **Exhibit F –** Illinois SOS records for **GP Opportunity Corp.** (registered agent of GP Opportunity Fund, LLC).
- **Exhibit G** – Photographs of the **garage door/chainfall** configuration at 4714 W. Lake Street.

State of Illinois
Domestic/Foreign Corporation Annual Report

Year	Corporation File No
2024	72027418

FILED September 23, 2024

Alexi Giannoulias, Secretary of State

FILED DATE: 7/28/2025 12:00 AM 2022L010246

1. Corporate Name GP OPPORTUNITY CORP.

Registered Agent MATTHEW TAGLIA

Registered Office 7355 GARDEN ST

City, IL, Zip Code, County RIVER FOREST, IL 60305-2213 COOK

2. Principal address of Corporation 10 E DELAWARE PL #10A
CHICAGO, IL 60305

3a. State or Country of Incorporation ILLINOIS **3b. Date Incorporated/Qualified** 10-23-2018

4. The names and addresses of ALL officers & directors MUST be listed here!

Officers	
Title Name & Address	PRESIDENT BRYON FINKE 10 E DELAWARE PL A PR 10A CHICAGO, IL 60611
Title Name & Address	DIRECTOR BRYON FINKE 10 E DELAWARE PL APT 10A CHICAGO, IL 60611
Title Name & Address	

5. If 51% or more of the stock is owned by a minority or female, please check the appropriate box

☐ Minority ☐ Female ☐ Both

6. Number of shares authorized and issued as of 7-31-2024

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		0.000000	10000	10000.000

7. The amount of paid-in-capital as of 7-31-2024 **is $** 10000

8. All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.

9. Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By BRYON FINKE
Authorized Officer

PRESIDENT September 23, 2024
Title & Date

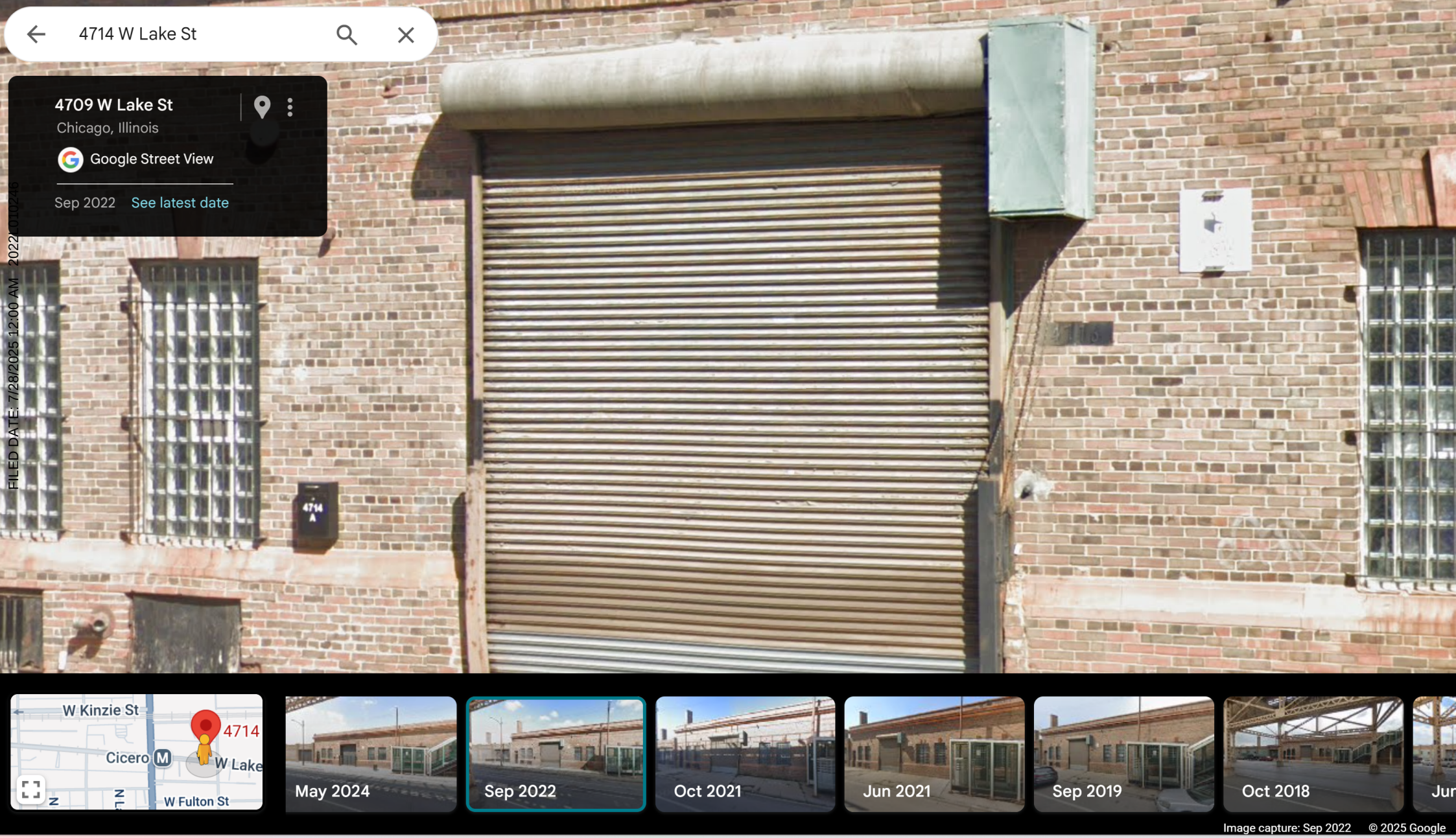
Fee Summary

Franchise Tax: $0.00
Filing Fee: $75.00
Penalty: $0.00
Interest: $0.00

Total Fee: $75.00



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2 1 inch of rain