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

FILED
10/24/2022 3:25 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010246
Calendar, I
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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 MAYLE, an individual Plaintiffs, v. GP OPPORTUNITY FUND, LLC, an Illinois Limited Liability Company. Defendants.	)	No. 22 L 10246 Room 1906 Calendar I

DEFENDANT-COUNTER PLAINTIFFS COMPLAINT AT LAW

Now comes Defendant Counter-Plaintiff, GP OPPORTUNITY FUND, LLC, and brings this Counter-Complaint

PARTIES

1. 1. Defendant Counter-Plaintiff GP OPPORTUNITY FUND, LLC, (hereinafter "GP' or Counter-Plaintiff") is an Illinois Limited Liability Company located in Chicago, Illinois.

2. Plaintiff-Counter Defendant 30 DEGREE DESIGN, LLC is an Illinois Limited Liability Company located in Chicago, Illinois.

3. BRAD BEHMER is an individual residing in Chicago, Illinois.

4. KENNETH MAYLE is an individual residing in Chicago, Illinois.

VENUE AND JURISDICTION

5. This Court has jurisdiction pursuant to 735 ILCS 5/2-209

6. Venue in Cook County is proper pursuant to 735 ILCS 5/2-101 as the transaction

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giving rise to the causes of action occurred in the City of Chicago, Cook County, Illinois.

ALLEGATIONS COMMON TO ALL COUNTS

7. On or about, September 17, 2021 the Parties entered into a commercial lease agreement for property located at 4714A W. Lake Street, Chicago, Illinois, a copy of said lease is attached hereto as Exhibit A.

8. Counter-Plaintiff performed all duties and obligations as required under the lease.

9. At no time has Counter-Plaintiff received any written notice of default as required under the lease.

10. Throughout their occupancy, Counter-Defendants engaged in multiage violations of the lease agreement.

11. Almost immediately after Counter-Defendants took possession of the premises, GP began to receive complaints from other tenants.

12. Counter-Defendants engaged in numerous acts of impermissible conduct under the lease, including but not limited breaking into neighboring units, theft of materials on the property, property damage including illegal fires and the burning of wood and other materials in and around the premises, allowing an unrestrained animal outside the unit, failing to clean-up dog waste, unlawfully using the unit as a residence, illegally operating a public place of amusement, erecting illegal and unsafe partitions within the unit, and ultimately totally destroying the unit by fire.

13. On or about March 15th, 2022, GP sent its first formal notice to Counter-Defendants regarding violations to the lease agreement, a copy of which is attached hereto as Exhibit B.

14. In its March 15, 2022 notice, Counter-Plaintiffs notified Counter-Defendants that

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their use of the premises was in violation of multiple provisions of the lease.

15. Despite the notice of lease violations the behavior persisted.

16. Counter-Defendant Mayle, as the guarantor, contacted GP on or about March 14, 2022 to discuss the breakdown of his relationship with Counter-Defendant Behmer. In his communications with GP, Counter-Defendant Mayle indicated that Counter-Defendant Behmer, "…deceived me into signing the lease falsifying not only the reason he was removed from his previous space along with his capabilities on paying rent.." Mayle further indicated that they were no longer conducting business in the workshop and expressed a desire to have Counter-Defendant Mayle vacate the premises. A copy of the correspondence between GP and Mayle is attached hereto as Exhibit C.

17. Sometime in early to mid 2022 the City of Chicago became aware that Counter-Defendants were operating an illegal nightclub on the premises.

18. On or about June 17, 2022, the City of Chicago Department of Buildings Special Task Force (STF) conducted a raid on the unit occupied by Counter-Defendants.

19. The City of Chicago's Special Task Force, alleged that Counter-Defendants were illegally operating a Public Place of Amusement without a license in their unit.

20. The Special Task Force further found that Counter-Defendants had erected substandard walls and partitions in the unit and had obstructed the means of egress resulting in a fire hazard that was an "imminent and actual danger" to tenants and occupants.

21. As a result of the findings of the Special Task Force, the City of Chicago's Building Commissioner issued an emergency closure order for the premises, a copy of which is attached hereto as Exhibit D.

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22. Pursuant to the June 17, 2022 Emergency Closure Order, Counter-Defendants were prohibited from occupying the space.

23. Despite the closure order, Counter-Defendants continued to occupy the space unlawfully until February of 2023.

24. As a result of Counter-Defendants conduct a case was brought against GP by the City of Chicago Department of Buildings in the Circuit Court of Cook County under docket number 22-M1401400.

25. The Instagram social media account of 30 Degree Design depicts Counter-Defendants improper partitioning of the space and continued occupancy of the premises after the closure order.

26. On or about October 31, 2022 the Instagram account 30degreedesigns operated by Counter-Defendant Behmer posted a video of an on open fire on the premises with the comments of “#firestarter #burnmuthafuckaburn # burnitdown #burnittotheground #burn #firewalkwithme #pyromaniac #arsonist”. A copy of the post is attached hereto as Exhibit E.

27. Pursuant to Section 6 of the lease agreement, Counter-Defendants were required to obtain and maintain an insurance policy for the premises.

28. Prior to signing the lease agreement, Counter-Defendants presented GP with a certificate of insurance dated 9/30/2021 and attached hereto as Exhibit F.

29. In late 2022, GP became aware that the insurance policy referenced in the certificate of insurance provided by Counter-Defendants had been cancelled and was inactive since November of 2021 due to non-payment.

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30. On or about January 6, 2023, GP again sent formal written notice of default to Counter-Defendants for failure to maintain the requisite insurance policy. A copy of the written notice is attached hereto as Exhibit G.

31. Despite instruction by City Building inspectors, a Circuit Court Order that the premises remain vacant (attached hereto as H) and numerous warnings by GP, Counter-Defendant Behmer continued to reside in the unit.

32. On or about February 6, 2023 a fire broke out in the unit occupied by Counter-Defendants.

33. At the time of the fire, Counter-Defendant Behmer was the only individual on site.

34. In Counter-Defendant verified complaint they claim that the origin of the fire was unknown, however, Counter-Defendant Behmer made contrary statements to the City of Chicago Office of Fire Investigation following the incident.

35. The fire was a direct result of Counter-Defendants unlawful occupancy of the unit at the time of the fire.

36. On or about February 6, 2023 Counter-Defendant Behmer was interviewed at Stroger Hospital after being injured during the fire. The narrative reported by the CFD investigator states in part that Behmer "….related in essence that he has lived in the building for over one year. Today, he observed a fire in the RV stored in the building. At this time, he grabbed a fire extinguisher and used it to extinguish the fire but it was of no use. He grabbed the dog to exit the building and it began biting him. ———————— (redacted) related that an electric space heater was in the RV and in use ————————(redacted) sleeps in the upstairs old locker-room which also contains two space heaters that are in use. He related no work has recently

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been done to the building. He is the only one living in the building and does not know the landlord's information.

37. As a result of the fire Counter-Defendant unit was totally destroyed.

38. Counter-Defendants prepaid rent through January of 2023 but have made no further payments thereafter.

39. The damages resulting from the fire are estimated to be in excess of $650,000.00

COUNT I- BREACH OF CONTRACT

40. Counter-Plaintiff's adopts and re-alleges the allegations of 1-39 above.

41. The parties lease agreement entered was a valid contract.

42. Counter-Plaintiff has fulfilled all of its obligations under the lease.

43. Counter-Defendant 30 Degree Designs, LLC as a party to the lease is obligated to fulfill all tenants obligations under the lease.

44. Counter-Defendants Behmer and Mayle as personal guarantors are jointly and severally liable for each and every provision of the lease.

45. Counter-Defendants have failed to pay rent as required under Section 4 of the lease agreement since February 2023.

46. The amount of monthly rental payments including late fees past due as of July 2023 is $43,500.00.

47. Pursuant to Section 9 of the lease agreement Counter-Defendants are required to maintain the premises.

48. Counter-Defendants failed to maintain the premises by obstructing fire exits and erecting partitions which the City of Chicago deemed a safety hazard.

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49. Counter-Defendants failed to maintain the premises by causing a fire which by their own admission has made the premises unusable.

50. Under Section 2 of the lease "Tenant agrees that it shall use the premises for business offices, storage of material and equipment, and manufacturing of home decor and other artistic objects."

51. Counter-Defendants breached Section 2 of the lease agreement by using the premises as an unlawful public place of amusement and/or as personal residence.

52. As a result of Counter-Defendants breach of Section 2 of the lease Counter-Plaintiffs were forced to incur costs related to defending the building code violations with the City of Chicago and incur the cost of repairs for damages caused by Counter-Defendants misuse of the premises.

53. Pursuant to Section 6 of the lease agreement, Counter-Defendants are required to obtain a comprehensive public liability insurance coverage of no less than $1,000,0000.

54. Counter-Defendants failed to maintain the requisite insurance coverage over the property.

55. As a result of Counter-Defendants failure to maintain the insurance coverage, Counter-Defendant has been forced to cover the cost of repairing the unit after the fire.

56. Section 16 of the lease states "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 acts or negligence."

57. Counter-Defendants were provided written notice of default of their lease obligations.

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58. Counter-Defendants have failed to cure the default of their obligations under the lease.

59. As a result of Counter-Defendants breach of contract Counter-Plaintiffs has incurred damages.

60. The cost of clean-up and initial repairs to the premises as a result of the fire incurred as of July 2023 were approximately $564,446.00.

61. The cost of additional repairs to the roof are estimated to be in excess of $90,000.00

WHEREFORE, Counter-Plaintiff GP Opportunity Fund, LLC prays for judgement against Counter-Defendants as follows:

A. An Order entering judgement for Counter-Plaintiff and against Counter-Defendants for past due rent as of the date of trial.

B. An Order entering judgement for Counter-Plaintiff and against Counter-Defendants for damages incurred to date of $564,446.00 as compensatory damages.

C. An Order entering judgement for Counter-Plaintiff and against Counter-Defendants as compensatory damages for the cost of additional repairs and expenses not yet incurred in an amount to be proven at trial.

D. An order requiring Counter-Defendant to pay Counter-Plaintiff’s costs, interest and Attorney fees.

E. For any such further relief deemed necessary and proper.

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COUNT II- FRAUD

62. Counter-Plaintiff's adopts and re-alleges the allegations of 1-59 above.

63. During the course of preliminary discussions GP, Counter-Defendants represented that the use of the commercial space would be for a workshop. .

64. Counter-Defendants made such statements with the intent of inducing Counter-Plaintiff to lease the space to them.

65. Counter-Plaintiff GP reasonably relied on the statements made by Counter-Defendants that the space would be used for commercial purposes and that Counter-Defendants had obtained requisite insurance.

66. As a result of that reliance, Counter-Plaintiff entered into the lease agreement and turned over possession of the premises to Counter-Defendants.

67. Counter-Defendants misrepresented the intended use of the space as a workshop.

68. Counter-Defendants statements that the unit would be used for commercial purposes was false.

69. Counter-Defendants used the leased space for a personal residence, and a unlicensed public place of amusement.

70. Counter-Defendants further allowed the insurance policy lapse immediately after securing the lease by refusing to pay the premiums.

71. Counter-Defendants provided the certificate of insurance in order to convince GP that the property would be properly insured with the intent to induce Counter-Plaintiff to enter the lease.

72. As a result of Counter-Plainitff's reliance on Counter-Defendant's statements,

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Counter-Plaintiff has suffered damages, including but not limited to lost rent and damage caused to the unit.

WHEREFORE, Counter-Plaintiff GP Opportunity Fund, LLC prays for judgement against Counter-Defendants as follows:

A. An Order entering judgement for Counter-Plaintiff and against Counter-Defendants for compensatory damages in an amount to be proven at trial.

B. An Order requiring Counter-Defendant to pay punitive damages

C. An order requiring Counter-Defendant to pay Counter-Plaintiff's costs, interest and Attorney fees.

D. For any such further relief deemed necessary and proper.

Respectfully submitted,

GP OPPORTUNITY FUND, LLC

By: _____
One of its Attorneys

Zachary D. Limbaugh
The Limbaugh Law Firm
417 West Superior Street
Chicago, Illinois 60654
Phone:(312) 612-9225
Limbaugh@LimbaughLawFirm.com
Attorney ID # 49252
ARDC # 6306446

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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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30 Degree Design LLC
LLC
Brad Behmer
Finke
1034 N Karlov Ave.
#3
Chicago, IL 60651
60614

GP Opportunity Fund,

Bryon

1667 N. Bissell St.

Chicago, IL
60614

Lease Violation Notice
March 15th, 2022

Mr. Brad Behmer,

We are writing to inform you of several recent violations of your lease, and to warn you any repeat occurrence will result in the termination of your lease and your removal from the property.

These violations are especially concerning, as they all involve standard rules of conduct & respect; several of which have been repeated after countless verbal warnings and requests. These violations include the following:

1. **Breaking & entering** - You are not permitted to access any space within the building located at 4700 W Lake St., other than the space you are leasing. This includes avoiding both spaces adjacent to yours and the 4744 W Lake St. space leased by MF Tops Inc. You have been verbally warned of this several times, yet continue to bypass and remove physical restrictions put in place.
2. **Theft of property** - You are not permitted to use or take possession of any property within the building located at 4700 w Lake St. that does not belong to you or was not offered to you for use by its owner. You have repeatedly taken it upon yourself to make use of whatever equipment or material you wish without contacting its owner to receive permission.
3. **Damage to property** - You are expected to respect and maintain the integrity of your unit and all of its fixtures and finishes. You have repeatedly damaged the building with your actions and/or desire for materials. For example, you damaged one of the south glass block windows with the use of an illegal wood burning fire.
4. **Material combustion** - You are not permitted to burn wood or other materials inside your unit, nor anywhere else around the building. You have been verbally warned of this several times, however the behavior continued to persist. This is especially serious as it could start a fire and cause considerable damage to the building.
5. **Unrestrained animal** - Your dog is not permitted anywhere outside of your unit without being restrained on a lease. This is serious, not only because he has repeatedly damaged property belonging to us and other building tenants, but because of the danger he presents to others. Your dog is of considerable size, with the ability to inflict considerable bodily harm.
6. **Hazardous biological waste** - You must clean-up after your dog at all times. You have been repeatedly warned of this, however his waste is constantly being found in and around the property.
7. **Unit as residence** - You are not permitted to treat the unit as your personal or primary residence. This is an industrial building and is not zoned as a residence.

Our hope is you can end this behavior and be a productive tenant. The behavior described above is entirely unacceptable and not such that generally requires this type of warning. Please respect our property and the people around you.

Sincerely,

EXHIBIT B

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Bryon Finke
Owner, GP Opportunity Fund LLC

EXHIBIT B

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Gmail Bryon Finke <bryon.finke@gmail.com>

Jeni / Brad Dog Bite Photos

Kenny Mayle <ken.mayle@gmail.com> Mon, Mar 14, 2022 at 12:05 PM
To: Bryon Finke <bryon.finke@gmail.com>

Sorry I got sidetracked this weekend. Let me know if this google drive link doesn't work. I have Jeni's contact info if we need it but we're kind of sworn enemies due to some of the stuff she pulled and probably the one that stole/ran up my credit card.

We should reconvene on this issue. Unless commercial evictions are much, much, much easier than residential I think Brad having a lease without clear "you can and can't do this" is going to be difficult to get him out if he just decides to squat. We need to state the rules he's breaking first and if not by like zoning/code he'd of needed to agree to them before we can tell him he's violated one. We (or I) might need to start filing something in court to get in-process and maybe go on the end he deceived me into signing the lease falsifying not only the reason he was removed from his previous space along with his capabilities on paying rent after what we verbally had in place related to effectively a rent abatement for 4-6 months and after that we'd reconvene to see if our business was going to sustain our efforts over there. I'm basically saying as the person paying for the lease we're closing up shop and he needs to vacate his property so we can sublease or work something out with you (the landlord). I said that at 4 months but he's trying to draw it out. Maybe we'd need to take part of that security deposit (used for actual damages vs. a traditional "deposit") and try buying him out?

I really don't know my legal rights as a guarantor on remedies to get him out. I'd have to check if I'm even on as an owner/whatever of his 30-degree designs LLC which he set up to shield himself personally right before signing the lease.

https://drive.google.com/drive/folders/1EM9rRLpEQh9ms_HGtVhyd_Gz6-026AV7?usp=sharing

EXHIBIT C

FILED DATE: 2/15/2023 10:46 PM 2022L010246

CITY OF CHICAGO

DEPARTMENT OF BUILDINGS

EFFECTIVE 06/17/22

Re: Commissioner Closure Order, **Entire Premises, located at 4700 W. Lake Street.**

EMERGENCY CLOSURE ORDER

I, Matthew Beaudet, Commissioner of the City of Chicago Department of Buildings, pursuant to Chicago Municipal Code Chapter 14A-3–307, hereby find that the property commonly known as **Entire Premises, located at 4700 W. Lake Street,** Chicago, Illinois is a public nuisance that is dangerous, hazardous and endangers the public health due to the violations as stated in the attached **Property Condition Report**. Please be advised that the **Property Condition Report** lists only the life safety violations and is not intended to be an exhaustive list of all of the violations that were cited during the inspection.

It has therefore been determined that the building constitutes an imminent and actual danger to the tenants and occupants, and to the public at large. THEREFORE, by the police powers vested in me Matthew Beaudet as Chicago Building Commissioner, I hereby order that **Entire Premises, located at 4700 W. Lake Street,** Chicago, Illinois, be immediately closed, and remain vacant, and that entry be denied except by licensed and bonded contractors engaged to examine, repair, and otherwise correct the aforementioned conditions, or otherwise by authorized City of Chicago personnel until further order. This closure order is to be enforced by the City of Chicago Police Department. Occupants may designate an individual to enter the premises on their behalf to remove personal items from said property, under the supervision of the Chicago Police Department.

Respectfully,

Matthew Beaudet
Building Commissioner

cc: Annette Nance Holt, Commissioner, Chicago Fire Department
Celia Meza, Corporation Counsel, Department of Law
William Ramey, Office of Emergency Management and Communication
David O. Brown, Superintendent, Chicago Police Department
Kenneth Meyer, Commissioner, Dept. of Business Affairs & Consumer Protection
Tamara Starks, Deputy Commissioner, Dept. of Business Affairs & Consumer Protection
David Frueh, Assistant Commissioner, Dept. of Business Affairs & Consumer Protection
Ivan Capifali, Deputy Commissioner, Dept. of Business Affairs & Consumer Protection
Sherri Cianciarulo, Assistant Commissioner, Dept. of Business Affairs & Consumer Protection
Patrick Murphey, Zoning Administrator, Dept. of Planning and Development

EXHIBIT D

FILED DATE: 10/27/2022 10:46 PM 2022L010246



30degreedesigns • Follow

Metallica • Jump In The Fire (Remastered)

30degreedesigns #firestarter #burnmuthafuckaburn #burnitdown #burnittotheground #burn #firewalkwithme #pyromaniac #arsonist

25w

7 likes

OCTOBER 31, 2022

Add a comment... Post

EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

FILED DATE: 10/27/2021 10:46 PM 2022L010246

PRODUCER	CONTACT NAME: Debbie Metschuleit	
Dimond Bros. Insurance, LLC 301 N. Schuyler Ave. Kankakee IL 60901	PHONE (A/C, No, Ext): (815) 932-6791	FAX (A/C, No): (815) 933-5921
	E-MAIL ADDRESS: debbie.metschuleit@dimondbros.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity A Mutual Insurance Company	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
30 Degree Design, LLC
1034 N Karlov Ave.
Chicago IL 60651

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			2J6LK9	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			2J6LK9	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 4714 W Lake St., Chicago, IL. 60644.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F

FILED DATE: 2/5/2023 10:46 PM 2022L010246

30 Degree Design LLC
Brad Behmer

GP Opportunity Fund, LLC
Bryon Finke
10 E. Delaware Pl. #10A
Chicago, IL 60611

Lease Violation Notice
January 6th, 2023

Mr. Brad Behmer,

We are writing to inform you of existing non-compliance with your lease agreement.

Per section 6 of your commercial lease agreement, executed on October 21st, 2021, states 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. Additionally, the lease requires you 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).

On September 30th, 2021, you provided a certificate of insurance for a relevant policy from Acuity A Mutual Insurance company. It has been confirmed this policy became inactive shortly thereafter in November 2021, due to non-payment.

Please provide a certificate of insurance for your current policy that meets the required coverage outlined in your lease agreement, within 10 days.

Sincerely,

Bryon Finke
Owner, GP Opportunity Fund LLC

FILED DATE: 2/6/2023 10:46 PM 2022L010246

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT--FIRST DISTRICT

THE CITY OF CHICAGO, a municipal corporation,
Plaintiff,

v. CILTC #800237880le *et al.*,
Defendant(s).

No: 22 M1 401400
Re: 4700-14 N Lerae / 340-54 N Kilpatrick

Courtroom 11 05, Richard J. Daley Center

ORDER

This cause coming to be heard on the set call, the Court having jurisdiction over the subject matter and the below-named defendant(s), being fully advised in the premises, and having heard evidence and testimony:

IT IS HEREBY ORDERED THAT Defendant(s) CILTC #800237880le

[ ] Must appear in person or by Zoom before this Court on the next court date. Corporate entities must appear through an attorney.
[ ] Must file a written appearance within _____ days [ ] Is granted leave to file a written appearance instanter.
[✓] Must schedule and be present for an ~~interior~~ / ~~exterior~~ inspection of the entire premises with the Dept of Buildings with plans and permits on site, before the next court date or on _____. To schedule an inspection, contact the inspector at: Marc. Peterson @cityofchicago.org or (312) _____.
[ ] Must correct the following violations in the complaint: _____ before the next court date or by _____.
[ ] Must apply for / obtain all necessary permits for _____ by the next court date.
[ ] Must install all smoke and carbon monoxide detectors required by the Municipal Code within _____.
[ ] Shall be subject to a preliminary injunction not to rent, use, lease, or occupy the _____ until further order of court and keep same vacant and secure.
[✓] Must [✓] keep entire property vacant and secure [ ] board and secure the _____ by _____.
[ ] Must immediately post notice at all levels of the front / rear porch(es) and notify all tenants and occupants that the porch(es) are to be used for emergency exiting only and not for recreation or storage and maintain such notice until further order of court.
[✓] Zach Limbaugh on Zoom.

ADDITIONALLY, THAT:

[ ] All prior orders shall continue in full force and effect until further order of court.
[ ] An alias summons shall issue to: _____.
[ ] The following shall be joined as defendant(s) with summons waived / to issue: _____.
[ ] The following defendants are dismissed without prejudice, no fines, no costs: _____.
[ ] Defendant(s) _____ has / have failed to appear in court or otherwise answer the Complaint and is / are in default, and the Complaint herein is confessed against said Defendant(s) and
[ ] an ex parte judgment in the amount of $ _____.00 plus court costs of $_____.00 for a total amount of $ _____.00 is entered against said Defendant(s).
[ ] prove-up is continued to a later date.
[ ] Unknown owners and nonrecord claimants and _____ having failed to appear in court or otherwise plead as of the publication default date of ____/____/_____ is/are in default and the complaint is confessed against said Defendant(s).
[ ] _____.

This cause be continued for: case management / trial, settlement, or dismissal / hearing / jurisdiction.

IT IS FURTHER ORDERED THAT this cause be continued to 8 / 17 / 2023 at 9:30 a.m. / p.m., Courtroom 11 05, Richard J. Daley Center, 50 W. Washington St., Chicago, without further notice.

HEARING DATE: 4 / 27 / 2023

By: Greg Jones
Attorney for Plaintiff, Corporation Counsel #90909
2 N. LaSalle St., Ste. 320
Chicago, IL 60602 (312) 744-8791

Judge Leonard Murra
APR 27 2023
Circuit Court - 2100
Ball-Reed

Pink Copy for Defendant(s) (*photocopy if required*)
Yellow Copy for City of Chicago Department of Law
White Original for Court Records

EXHIBIT H

FILED DATE: 2/6/2023 10:46 PM 2022L010246

Chicago Fire Department
Office of Fire Investigations

53 E. Pershing Road.
Chicago, Illinois 60653

Phone: (312) 747-5017
Facsimile: (312) 747-1967

Report: Addendum

Progress Number: (1)
OFI Case #: 23-0123
Fire Marshal: King/Roman

Primary Address or Location: Stroger Hospital (4714 W. Lake St.)

Date of Incident: 2/6/2023 **Date of Report:** 2/6/2023

Narrative:

Sir,

Today, the RFM was dispatched to conduct a follow up interview at Stroger Hospital for a fire that occurred at 4714 W. Lake St. The RFM interviewed the victim in ER bed number 4. The RFM observed dried blood covering the victim's nose and a bloody right leg. The victim had soot covered hands and was off gassing acrid odors. The victim was taken via A15 to Stroger for an animal bite. According to ER Doctor [redacted] the victim is in guarded condition and has no burns on his body just soot covered hands and is being treated for animal bites.

[redacted] D.O.B. [redacted] Address: 4714 W. Lake St.;PH# [redacted] Insurance: Unknown; related in essence that he has lived in the building for over one year. Today, he observed a fire in the RV stored in the building. At this time, he grabbed a fire extinguisher and used it to extinguish the fire but it was of no use. He grabbed the dog to exit the building and it began biting him. [redacted]. [redacted] related that an electric space heater was in the RV and in use. [redacted] sleeps in the upstairs old locker-room which also contains two spacer heaters that are in use. He related no work has recently been done to the building. He is the only one living in the building and does not know the landlord's information.

Review and Approval:

BB

_____

Bradley Batka **Date: 2/9/2023**
Assistant Commanding Fire Marshal

_____

Ryan Rivera **Date:** Click here to enter a date.
Commanding Fire Marshal

EXHIBIT I

This report was prepared considering information available at the time its completion. The Chicago Fire Department's Office of Fire Investigation reserves the right to amend this report if additional information becomes available.
(Revised 3/1/16)

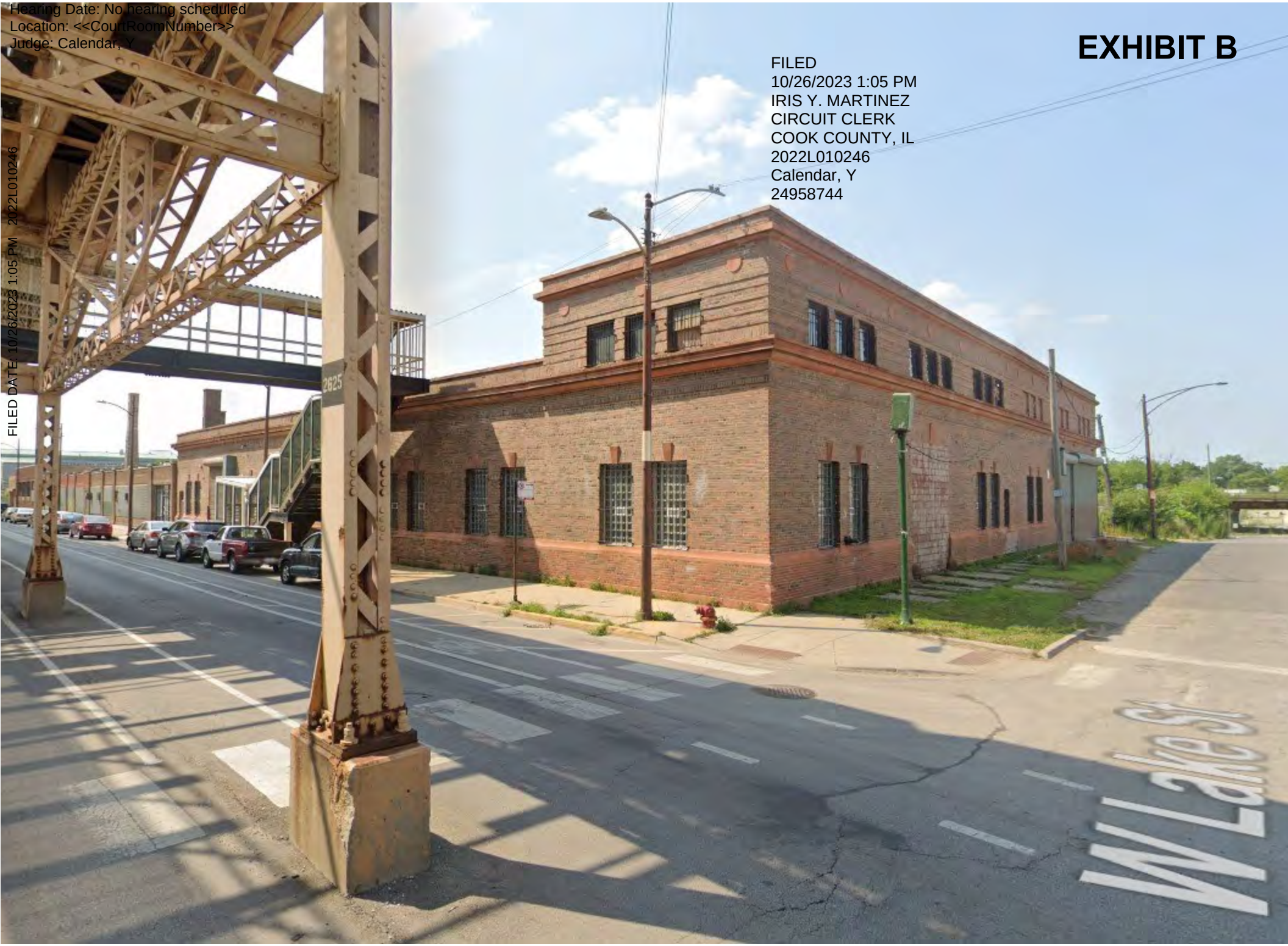
FILED DATE: 10/24/2023 10:46 PM 2022L010246

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

EXHIBIT B

FILED
10/26/2023 1:05 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2022L010246
Calendar, Y
24958744

FILED DATE: 10/26/2023 1:05 PM 2022L010246




FILED DATE: 10/26/2023 1:05 PM 2022L010246

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