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

FILED DATE: 3/14/2023 6:05 PM 2022L010246

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IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
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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 | ) | 2022 L 010246 |
| Plaintiff, | ) | |
| v. | ) | Cal. I |
| GP OPPORTUNITY FUND, LLC. an Illinois Limited Liability Company | ) | Room 1906 |
| Defendants. | ) | |

**PLAINTIFF'S FIRST AMENDED VERIFIED COMPLAINT AT LAW**

NOW COMES, Plaintiff, 30 Degree Design LLC or "30 Degree", Brad Behmer or "Behmer" and Kenneth Mayle or "Mayle", hereinafter collectively "Plaintiff" by their attorney Matthew Gurvey, and for its First Amended Verified Complaint, alleges and avers against Defendant GP Opportunity Fund hereinafter "Defendant" or "GP" and states as follows:

**PARTIES**

1. Plaintiff 30 Degree is an Illinois Limited Liability Company with an address in Wheaton, DuPage County, Illinois. The manager of 30 Degree is Behmer.

2. Plaintiff Behmer is an individual residing in Chicago, Cook County, Illinois.

3. Plaintiff Mayle is an individual residing in Chicago, County of Cook, Illinois.

4. Defendant GP is an Illinois LLC with an address in Chicago, County of Cook, Illinois. The Manager of GP is Bryon Finke, hereinafter "Finke", who, on information and belief, also resides in Chicago, County of Cook, Illinois.

**VENUE AND JURISDICTION**

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4. Jurisdiction is proper pursuant to 735 ILCS 5/2-209(a)(1), (a)(3), (a)(10), (b)(1)-(b)(4), and (c). Venue in Cook County is appropriate under 735 ILCS 5/2-101 as the transaction out of which the causes of action arose occurred in the City of Chicago, Cook County, Illinois.

**FACTS COMMON TO ALL COUNTS**

5. On or about September 17, 2021, Plaintiff and Defendant entered into a commercial lease, attached hereto as "Exhibit "A", hereinafter "the Lease", to lease a 13,000 square foot industrial unit located at certain real property commonly known as 4714A West Lake Street, Chicago, Illinois, hereinafter "the Property".

6. Said Lease was executed by Behmer as President of 30 Degree for the Tenant and Finke as owner of GP and for the Landlord. Mayle signed the Lease as a Guarantor as did Behmer, both in their respective individual capacity.

7. The term of the Lease was for a five-year period, beginning on October 1, 2021 and terminating on September 31 (sic), 2026.

8. The monthly payment was $7,150, whereupon Mayle tendered eighteen months of pre-paid rent ($128,700.00) as a condition precedent as well as a six-month security deposit in the amount of $42,900.00.

9. Pursuant to Paragraph 9B of said Lease, "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."

10. Furthermore, pursuant to Paragraph 29B of said Lease, "Landlord will present the Tenant with replacement lighting no later than November 1, 2021."

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11. Since the execution of the Lease, the property has had several leaks in the roof, making the ability to work effectively and efficiently in the space impossible despite repeated requests to repair the roof. See Exhibit "B" attached hereto.

12. Excessive drainage and venting concerns have made the warehouse space flood during heavy rains making it impossible to use the space as intended. This issue has been repeatedly raised to the Landlord and it remains unresolved and unrepaired. See Exhibit "C" attached hereto.

13. Since November of 2021, Defendant has yet to replace the lighting or provide am alternative lighting plans despite numerous requests by Plaintiff to address the situation.

14. Since lease inception, the property is without heat or adequate plumbing facilities despite repeated requests to remedy the situation.

15. People's Gas refused to start gas service due to gas piping modifications made by Landlord, which caused inadequate supply to the main room heaters.

16. As a result of the lack of heat, the water pipes broke in various places in the unit causing cracking and leakage which remains today despite numerous requests to the Defendant to repair. See Exhibit "D' attached hereto.

17. Since inception, Plaintiff has been paying an electric bill that reflects service for the entire building and not its own space despite numerous requests to address the situation.

18. On or around January 28, 2022, a car accident occurred on Lake Street damaging the rollup garage door. Despite multiple requests to repair said garage door, Landlord refused to repair, thereby forcing Plaintiff to spend approximately $2,300 to repair even though this would not qualify as maintenance as defined in the Lease.

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19. To add injury to insult, while Landlord's electricians were working on the space adjacent to the property in question, the electricians turned off power to garage door which continues to be inoperable despite numerous requests to fix the door.

20. Upon information and belief, there are multiple building code violations, some of which may result in the City condemning the building and disallowing any occupancy until said violations are remedied and/or repaired.

21. As a result of the above, Plaintiff is unable to use the leased space as contracted and Plaintiff's implied rights to quiet use and enjoyment have been severely curtailed.

22. Since the inception of the lease, the subject property contained several unsafe, unsanitary and uninhabitable conditions.

23. Throughout the tenancy, Plaintiff complained to Defendant on numerous occasions about these aforementioned unsafe, unsanitary and uninhabitable conditions.

24. Defendant refused to repair, fix or otherwise remediate the conditions.

25. On February 6, 2023, a two-alarm fire started in the Property causing extensive damages to not only the property but to Plaintiff's belongings.

26. While the cause of the fire was undetermined by the Chicago Fire Department, the building had no fire detectors nor an Automatic Extinguishment System. See Exhibit "E" attached hereto.

27. As a result, the property is uninhabitable.

28. On or about February 18, 2023, Defendant, without notice, locked the Plaintiffs out of the property, whereby Plaintiff has no access to retrieve any belongings that survived the fire.

**COUNT I – BREACH OF CONTRACT**

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29. Plaintiff adopts and re-alleges paragraphs 1 through 28 of the facts common to all counts as fully set forth herein.

30. In order to plead a breach of contract, a plaintiff must allege: "(1) an offer; (2) the acceptance; (3) consideration (4) failure to perform by one of the party; (5) damages proximately caused by the breach."

31. In the case at bar, Plaintiff entered into a written lease agreement with Defendant to lease the industrial space at the Property.

32. Plaintiff tendered over $170,000 in security deposits and pre-paid rent in consideration of said Lease.

33. To date, Plaintiff has performed its obligations under the terms of the Lease.

34. To date, Defendant has been in violation of both Paragraph 9B and 29B of said Lease.

35. As such, Plaintiff is unable to use the leasable space as contracted and cannot safely remain in the space without significant repairs.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

A) An Order entering judgment for Plaintiff and against Defendant in the amount of $171,600.00 as and for compensatory damages;

B) An Order requiring Defendant pay Plaintiff punitive damages;

C) An Order requiring Defendant pay Plaintiff's costs;

D) An Order requiring Defendant pay Plaintiff's interests allowed by law;

E) An Order requiring Defendant pay Plaintiff's Attorney fees; and

F) For such other and further relief in premises as this Court deems just and proper.

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## COUNT II – BREACH OF IMPLIED COVENANT OF QUIET ENJOYMENT

36. Plaintiff adopts and re-alleges paragraph 1-28 of the facts common to all counts.

37. In order to plead a claim of breach of implied covenant of quiet enjoyment, a plaintiff must allege the tenant's implied right to use the rental for its intended purpose has been unreasonably disturbed by the landlord.

38. It is evident in the record that Defendant did not make the necessary repairs to the Property in order for Plaintiff to use its work space effectively or safely.

39. There was no heat, the lighting was never provided and the roof constantly leaked.

40. Restricting essential services such as lighting and heat are clear examples of a disruption of the covenant of quiet enjoyment.

41. These issues were and continue to be the responsibilities of Defendant and could have been remedied. Despite numerous requests and demands to fix the unsafe conditions, the Defendant chose to do nothing.

42. Thus, Plaintiff is unable to remain and work in the leased unit as the conditions therein are untenable for occupancy.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

A) An Order entering judgment for Plaintiff and against Defendant in compensatory damages in an amount to be proven at trial;

B) An Order requiring Defendant pay Plaintiff punitive damages

C) An Order requiring Defendant pay Plaintiff's Attorney fees and costs; and

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D) For such other and further relief in premises as this Court deems just and proper.

**COUNT III – FRAUD**

43. Plaintiff adopts and re-alleges paragraph 1-28 of the facts common to all counts.

44. The elements of fraud are the following: A) A knowingly false representation by the Defendant; B) An intent to deceive or induce reliance; C) Justifiable reliance by the Plaintiff; and D) The plaintiff suffered damages as a result.

45. In the case at bar, Defendant represented it would maintain repair or replace the exterior of the property, including the roof.

46. Moreover, Defendant contracted to replace the lighting within the premises.

47. Defendant knew it was never going to make repairs or fix the issues within the unit.

48. His false statements, Defendant induced Plaintiff to deposit over $170,000.00 as prepayment and security deposits for the lease.

49. Plaintiff reasonably relied on the veracity of executed contract and the statements made by Defendant.

50. To date, no repairs have ever been made as it relates to the exterior and/or roof and no changes have ever been made with regard to the lighting within the leased space.

51. As a result of Plaintiff's reliance upon Defendant's statements and responsibilities within the executed lease, Plaintiff suffered damages, namely rent paid since inception and monies spent to improve the usability and habitability of the leased space.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

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A) An Order entering judgment for Plaintiff and against Defendant for compensatory damages in an amount to be proven at trial;

B) An Order requiring Defendant pay Plaintiff punitive damages;

C) An Order requiring Defendant pay Plaintiff's Attorney fees and costs; and

D) For such other and further relief in premises as this Court deems just and proper.

**COUNT IV – UNJUST ENRICHMENT**

52. Plaintiff adopts and re-alleges paragraph 1-28 of the facts common to all counts.

53. To state a claim for unjust enrichment under Illinois law, a plaintiff must allege that the defendant has unjustly retained a benefit to the plaintiff's detriment, and that the defendant's retention of that benefit violates fundamental principles of justice, equity, and good conscience.

54. In the case at bar, Plaintiff paid Defendant over $170,000.00 in prepaid rent and security deposits for a commercial space that was otherwise unrentable and uninhabitable.

55. Plaintiff has endured a unit with inadequate lighting, limited or no heat, insufficient plumbing and a leaky roof.

56. These conditions have affected Plaintiff's ability to work and use the space as intended.

57. Defendant has unjustly retained a benefit to the Plaintiff's detriment in that it received over $170,000.00 without providing the benefit of a safe and habitable commercial space.

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58. Defendant's retention of Plaintiff's funds violates the fundamental principles of justice, equity and good conscience.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

A) An Order entering judgment for Plaintiff and against Defendant for compensatory damages in an amount to be proven at trial;

B) An Order requiring Defendant pay Plaintiff punitive damages;

C) An Order requiring Defendant pay Plaintiff's Attorney fees and costs; and

D) For such other and further relief in premises as this Court deems just and proper.

## COUNT V – CONSTRUCTIVE EVICTION

59. Plaintiff adopts and re-alleges paragraph 1-28 of the facts common to all counts.

60. To state a claim for constructive eviction under Illinois law, a plaintiff must allege that the defendant has rendered the premises useless to the person in possession of the premises, or when the person in possession is deprived in whole or in part of the use and enjoyment of the premises as a result of another's wrongful acts.

61. In the case at bar, Plaintiff complained repeatedly about the dangerous and unsafe conditions within the space.

62. Those complaints were ignored.

63. While the CFD's report was inconclusive, it did show that there were no fire alarms or a sprinkler system in the space, which is nothing short of negligent.

64. As a result, a fire broke out and the property cannot be utilized until extensive repairs are made.

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65. At no time did Defendant attempt to make any necessary protective measures to ensure the safety of the premises and because of the fire, the space is no longer usable.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

A) An Order entering judgment for Plaintiff and against Defendant for compensatory damages in an amount to be proven at trial;

B) An Order requiring Defendant pay Plaintiff punitive damages;

C) An Order requiring Defendant pay Plaintiff's Attorney fees and costs; and

D) For such other and further relief in premises as this Court deems just and proper.

## COUNT VI – WRONGFUL EVICTION

66. Plaintiff adopts and re-alleges paragraph 1-28 of the facts common to all counts.

67. To state a claim for wrongful eviction under Illinois law, a plaintiff must allege that the defendant has wrongful terminated its tenancy without following the necessary procedures outlined under 735 ILCS 5/9-101, et. seq.

68. In the case at bar, Plaintiff was locked out of the unit without notice.

69. In any eviction matter, commercial or otherwise, notice is required by statute.

70. The Defendant simply removed the door-knobs from the building, effectively denying the Plaintiff's access to the property.

71. Defendant has an obligation and a duty to give proper notice and cannot use "self-help" measures to effectuate an eviction.

72. Plaintiff paid Defendant over $170,000.00 in prepaid rent and security deposits for a commercial space and Defendant has no cause to deny access without court order and/or an eviction by the Cook County Sheriff.

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73. Defendant's actions constitute a wrongful eviction under the statute.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

A) An Order entering judgment for Plaintiff and against Defendant for compensatory damages in an amount to be proven at trial;

B) An Order requiring Defendant pay Plaintiff punitive damages;

C) An Order requiring Defendant pay Plaintiff's Attorney fees and costs; and

D) For such other and further relief in premises as this Court deems just and proper.

Respectfully Submitted

By: _____
Matthew Gurvey, Attorney for Plaintiff

Matthew Gurvey #34013
Attorney for Plaintiff
1793 Saunders Road
Riverwoods IL 60015
Telephone: 312.391.7420
Email: mgurvey@gurveylawpc.com

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## CERTIFICATION BY VERIFICATION

We, Brad Behmer, both individually and as Manager of 30 Degree Design and Kenneth Mayle individually, being first duly sworn and under the pains and penalties of perjury as provided by law pursuant to 735 ILCS 5/1-109 of The Illinois Code of Civil Procedure, the undersigned certifies that the facts set forth in the above complaint are true and correct, except as to matters herein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid, that the same are true.

By: _____
Brad Behmer

By: _____
Kenneth Mayle

Ex "A"

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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.

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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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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 KM 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:

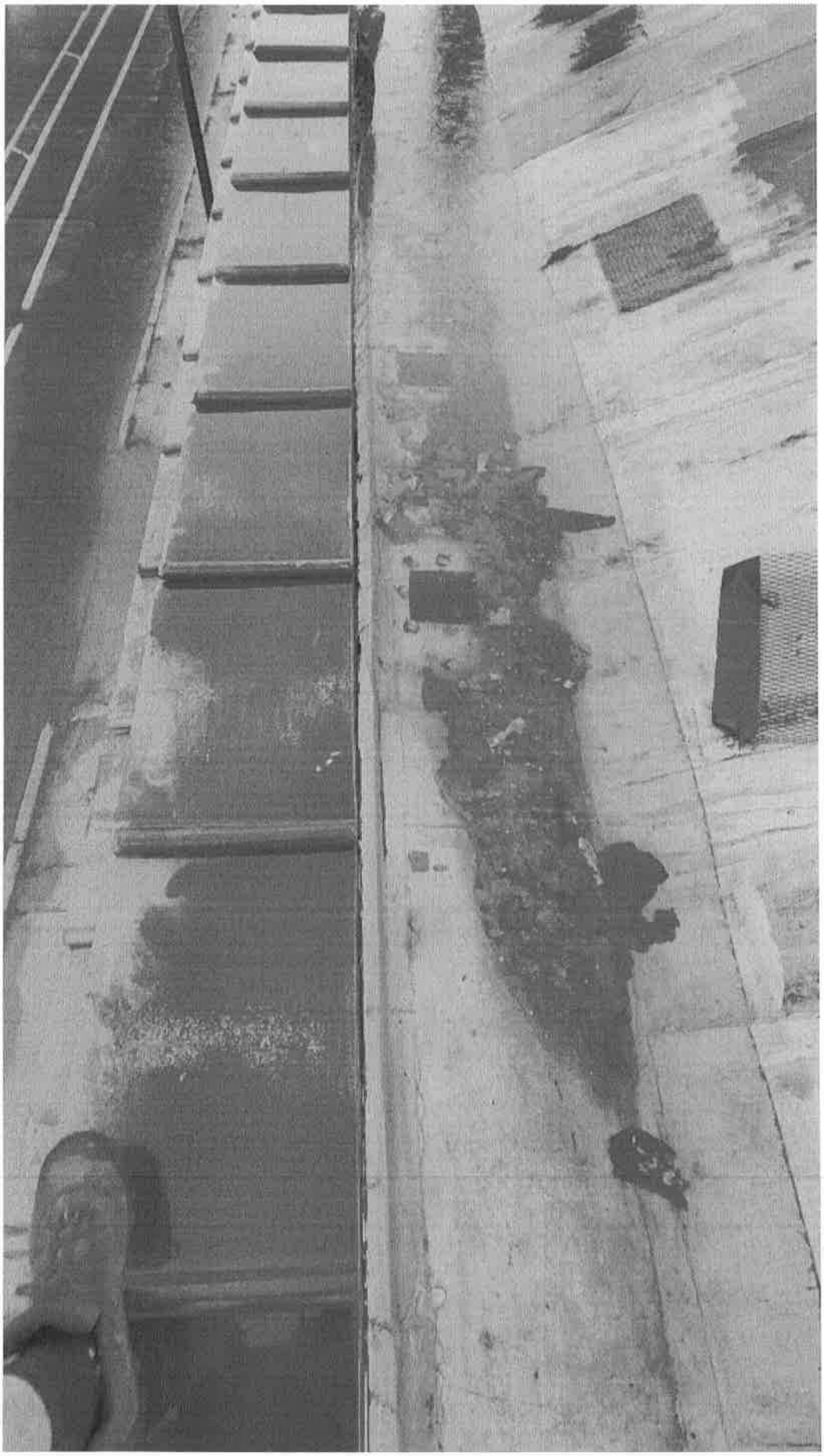
The undersigned, jointly and severally, hereby agree to personally guarantee each and every provision of this Lease for its duration.

Brad Behmer — Date: 10.2.21

Kenneth Mayle — Date: 10/1/2021

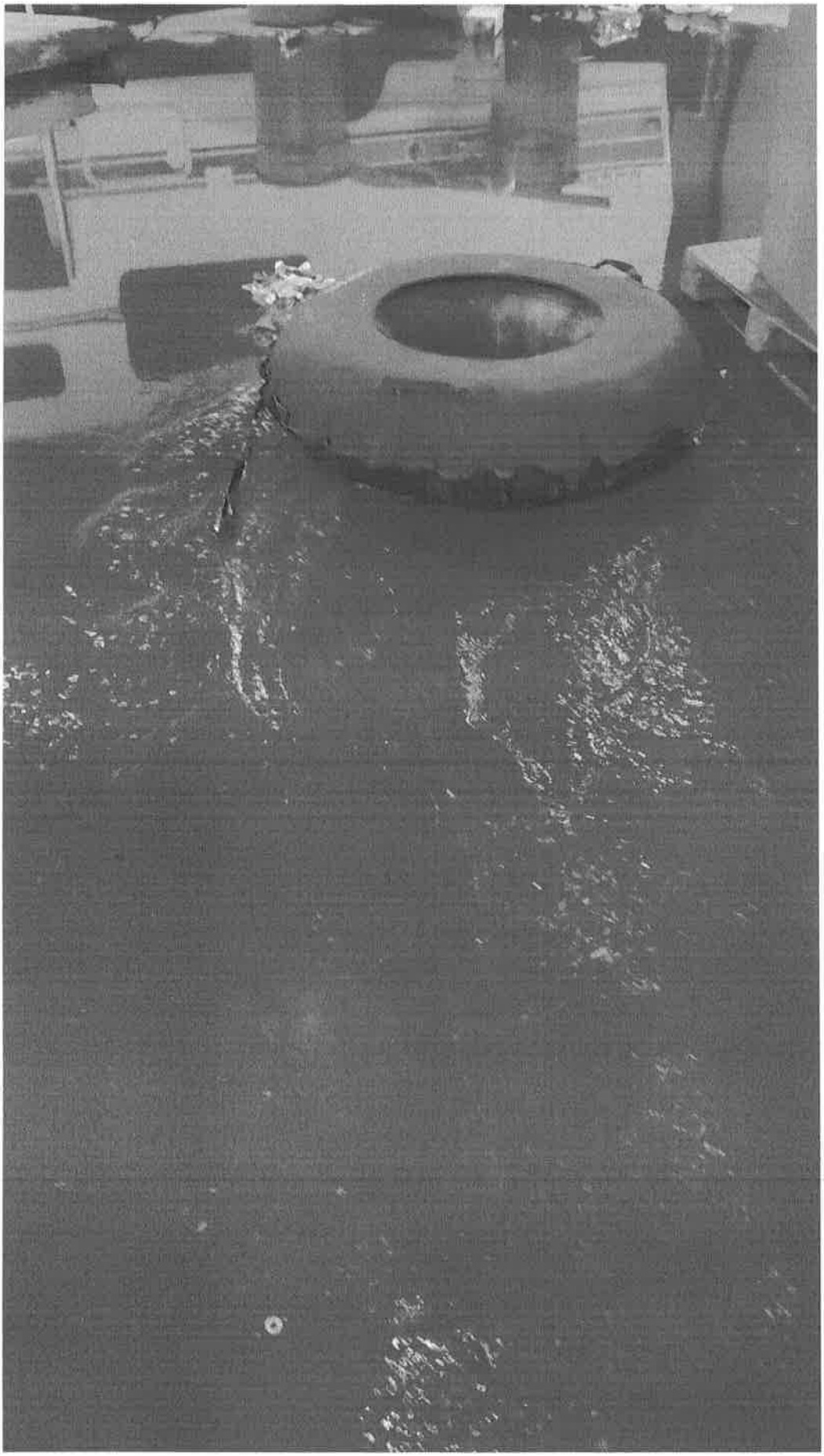
Ex "B"

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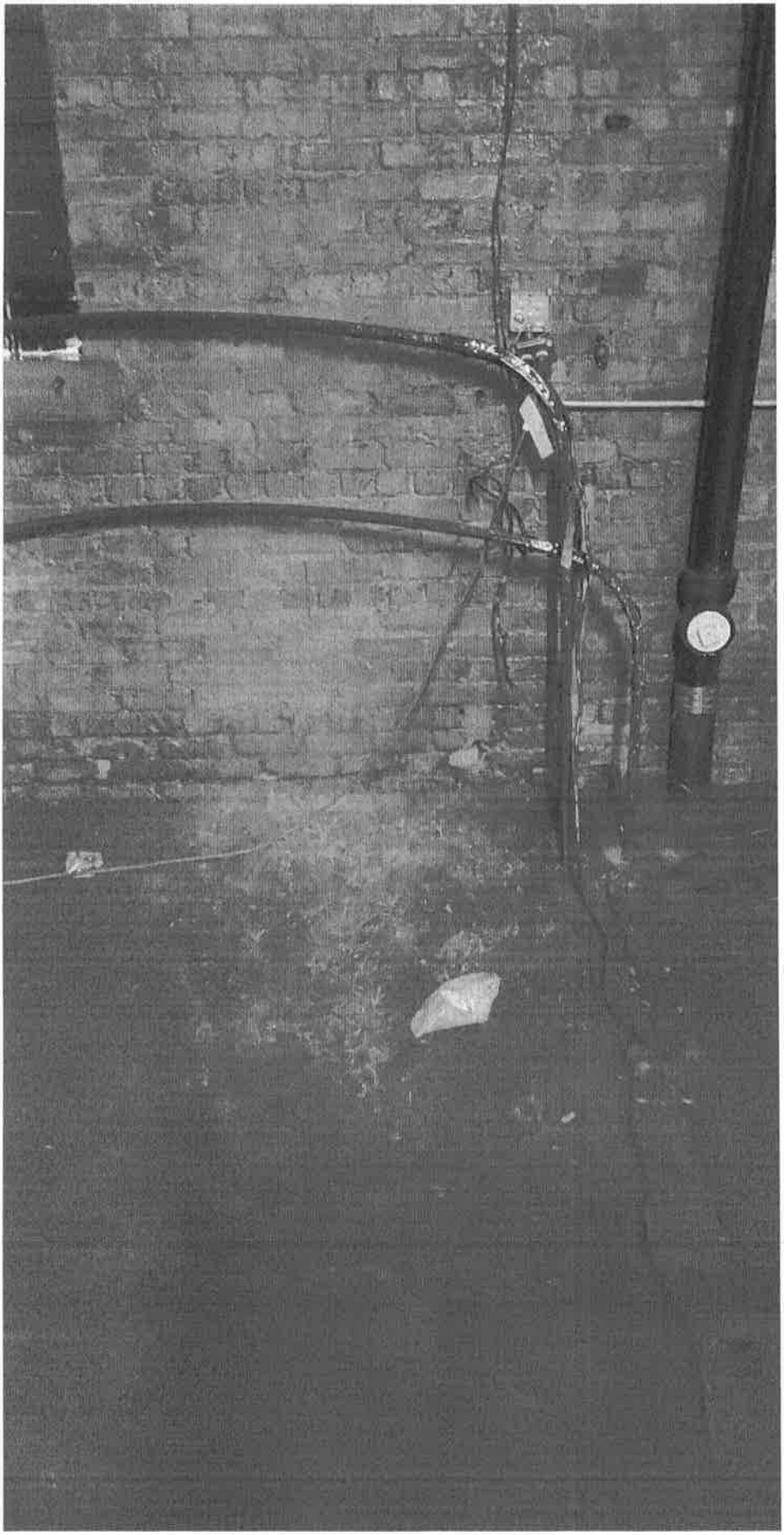
Ex "C"

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Ex "D"

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Ex "E"

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# [GovQA] Request Notification - L040621-021823

FOIA - City of Chicago <chicagoil@govqa.us>
Sat 2/18/2023 3:52 PM
To: CFDFOIA <CFDFOIA@cityofchicago.org>

[Warning: External email]

**A request has been created for your department: Fire Department / L040621-021823**

**Request Information**
**Assigned Staff:** Sherri Hicks
**Status:** In Progress
**Create Date:** 2/18/2023 3:51:30 PM
**Record(s) Requested:** We would like all information the fire department has available related to this building that caught on fire (could be 4700 W. Lake, or perhaps 4714 W. Lake, or 4714A W. Lake). It was a 2-alarm fire on 2/6/2023 starting around 2 P.M.

Login to the system and view the request by clicking HERE.

---

**This is an auto-generated email and has originated from an unmonitored email account. Please DO NOT REPLY**

Powered by GovQA



OF 1/Ret

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# Chicago Fire Department
# Incident Report

## Incident Reviewed By

| | |
|---|---|
| Reviewer | 18696 - PLESCIA FRANK V. Battalion Chief |
| Date | 02/12/2023 |

## Incident

| | |
|---|---|
| Incident # | 23-037-1478-00 |
| Status | Closed |
| Incident Date/Time | 02/06/2023 14:18:31 |
| Incident Type | 111 - Building fire |
| Box# | 121454 |
| Platoon | 2 |
| Address | 4714 W LAKE ST |
| Ward | 28 |
| Shift | 2 |
| Alarms | 2 |
| District | E117 |
| Action Taken1 | 11 - Extinguishment by fire service personnel |
| Property Use | 700 - Manufacturing, processing |

## Resources

### Unit Responsible for Report: BC18

| | |
|---|---|
| Unit Type | 92 - Chief officer car |
| Action Taken1 | 81 - Incident command |
| Action Taken2 | 813 - Operated/Assigned as Sector Chief |
| Dispatch Date/Time | 02/06/2023 14:19:05 |
| Enroute Date/Time | 02/06/2023 14:20:00 |
| Arrival Date/Time | 02/06/2023 14:29:42 |
| Unit Report By | 18696 |

## Persons Involved

| | |
|---|---|
| Name | Name unavailable |
| Involvement | Person / Business that OCCUPIES area where incident occured |
| Buildings Involved | 1 |
| On Site Material1 | 611 - Industrial machinery |

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| | |
|---|---|
| On Site Material Storage Use1 | 2 - Processing or manufacturing |
| Area Of Origin | UU - Undetermined |
| Heat Source | UU - Undetermined |
| Item First Ignited | UU - Undetermined |
| Cause of Ignition | U - Cause undetermined after investigation |
| Factor Contributing To Ignition1 | UU - Undetermined |
| Human Factor | None |
| Suppression Factor | None |
| Equipment Involved Type | UUU - Undetermined |
| Equipment Involved Power | UU - Undetermined |
| Equipment Involved Portability | 2 - Stationary |
| Mobile Property Involved | None |

## Structure

| | |
|---|---|
| Structure Type | 1 - Enclosed building |
| Building Status | 2 - In normal use |
| Floors Above Grade | 1 |
| Floors Belows Grade | 0 |
| Building Length | 150 |
| Building Width | 250 |
| Story of Fire Origin | 1 |
| Fire Spread | 4 - Confined to building of origin |
| Flame Spread Item | 17 - Structural member or framing |
| Flame Spread Material | 63 - Sawn wood, including all finished lumber |
| Building Type | 3 - Ordinary Unprotected |
| Detector Presence | N - None present |
| AES Presence | N - None Present |