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

FILED
8/13/2026 8:12 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2022L010246
Calendar, Y
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
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. Defendant.	)	No. 22 L 10246

PRETRIAL MEMORANDUM

This case involves a commercial contract dispute between the Tenant 30 Degree Design LLC and Landlord GP Opportunity Fund LLC. The tenant has been in default since October of 2024 and per this Court's ruling the only issues that remain for trial are GP Opportunity Fund's Counterclaims against Defendant Mayle. GP Opportunity Fund alleges that as Guarantor, Mayle is responsible for damages to the property and unpaid rent.

WITNESSES

The only witness that GP Opportunity Fund intends to call at trial is Byron Finke, sole member of the LLC.

PLEADINGS

The operative pleadings in this case are GP Opportunity LLC's Counterclaim, filed July 5, 2024, Mayle's Amended Answer and Affirmative Defenses filed June 20, 2026 and GP Opportunity Fund's denial of the affirmative defenses filed August 11, 2026 and still pending in the e-filing system.

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STATEMENT OF FACTS

In October of 2021 Plaintiff's Mayle and Behmer approached Defendant expressing interest in leasing the premises for commercial purposes through their LLC. As a precondition to signing the lease GP Opportunity Fund required Plaintiffs to obtain sufficient insurance coverage for the building. On October 2, 2021, after receiving a copy of the certificate of insurance obtained by Plaintiff's, GP opportunity entered into the lease agreement.

Almost immediately after Counter-Defendants took possession of the premises, GP Opportunity Fund began to receive complaints from other commercial tenants in the building regarding Counter-Defendants conduct including but not limited to claims of harassing other tenants, trespassing into other tenants units, stealing items from other tenants and units, having fires in and around the building, misusing the commercial unit as a personal residence, misusing the unit to operate an illegal public place of amusement, allowing an unrestrained animal on theproperty, failing to clean-up after animals and guests, and causing damage to the property. A number of these issues were initially brought to GP Opportunity Fund's attention by Counter-Defendant Mayle who admitted that Counter-Defendant Behmer was not using the property as authorized under the lease, was causing damage to the unit, and had lied about his ability and/or willingness to honor his agreements with Mayle.

Counter-Defendants breached the terms of their lease by operating an illegal public place of amusement in the unit. As a result of Counter-Defendants operation of an illegal night-club in the unit, the City of Chicago Department of Buildings Special Task Force conducted a

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raid of Counter-Defendants unit on June 17, 2022. The Special Task Force concluded that Counter-Defendants operation of an unlawful public place of amusement, in conjunction with Counter-Defendants unauthorized alterations to the interior of the unit constituted a dangerous and hazardous condition. Accordingly the Commissioner of the City of Chicago Department of Buildings issued its "Emergency Closure Order" following the raid and ordered that the unit be kept vacant and secure until further notice. Despite the Commissioner's closure order, Plaintiffs continued to occupy the premises unlawfully. Plaintiff Behmer continued to reside in the commercial unit in violation of the lease agreement Section 2 and Section 18 for violating the commission closure order. GP Opportunity Fund send multiple notices of default to Plaintiffs by mail as required under Section 23 of the lease, however Counter-Defendants failed to cure any default.

On February 6, 2023 Plaintiff's caused a 2-alarm fire in the unit resulting in its near total destruction. The Chicago Fire Department Investigator Report indicates that Behmer was the only person in the building at the time of the fire, and that according to Behmer, a space heater Behmer was operating caught fire inside the motorhome he had been occupying inside the unit. Following the fire the Chicago Fire Department and Circuit Court of Cook County ordered that the unit be kept vacant and secure until permits are obtained and repairs are completed.

No rental payments were made after the expiration of the initial prepaid rent.

ARGUMENT

1. The lease agreement Section 16 indicates that Counter-Defendants agree to indemnify GP Opportunity Fund for any loss related to their use or misuse of the premises.

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2. The lease agreement provides that the Tenant is responsible for all damage it causes to the property, under Section 9 and for attorneys' fees and costs associated with enforcement of the lease agreement under Section 13.

3. The lease agreement further required tenant to maintain $1,000,000 comprehensive insurance coverage for the building. Plaintiff's presented a proof of insurance coverage prior to the execution of the lease which GP Opportunity Fund later learned Counter-Defendants had allowed to lapse by failing to pay the premiums.

4. Upon learning that Plaintiff's insurance policy had lapsed in January 2023, GP Opportunity Fund sent a notice by mail to pursuant to the lease provisions notifying them that they were in violation of the lease agreement and demanded that they obtain insurance. A follow up demand and notice of default was sent in June of 2023 prior to filing of the Counterclaim by certified mail and directly to Counsel for Plaintiffs.

5. The terms of the personal guarantee dictate that Mayle guaranteed each and every provision of the lease on behalf of tenant 30 Degree Design. By the plain language of the lease Mayle is therefore responsible for the damages to the unit as well as the unpaid rent which were the responsibility of tenant under the lease.

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Respectfully Submitted

GP Opportunity Fund, LLC

By: _____
One if its attorneys

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