


# **EXHIBIT C**

**From:** Brandon McGivern [REDACTED]   
**Subject:** Re: Responding to your 3-10-25 text message  
**Date:** March 18, 2025 at 9:16 AM  
**To:** Kyle Hadley [REDACTED]@gmail.com



Kyle,

I appreciate your suggestion of a recorded video meeting. However, I have repeatedly expressed my preference for written communication to ensure clarity and documentation, and have not received the written feedback I requested regarding the options in my February 15th letter. Given that we've reached the end of the 14-day response period without receiving your substantive written feedback, I need to move forward with the next step. Attached please find a 60-day Notice to Vacate in accordance with Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance. This same notice has been mailed to you via regular and certified mail.

Please understand that this notice is now in effect and legally binding. The May 17, 2025 vacancy date established herein will remain in place pursuant to Section 5-12-130 of the Chicago Municipal Code regardless of any further discussions. Any failure to vacate the premises by the specified date may result in legal proceedings under 735 ILCS 5/9-101 et seq. (Illinois Forcible Entry and Detainer Act). While I continue to prefer written communication during this 60-day statutory notice period, such discussions will not alter, delay, waive, or otherwise modify the legal effect of this formal notice.

If you wish to pursue a resolution, Option 1 from my February 15th letter (involving a new written lease at market rate with purchase within 12 months) is the only option that remains available for discussion at this point, as we are now proceeding with Option 2 through this formal notice. Any agreement to pursue Option 1 would need to be memorialized in writing with legally binding contracts executed prior to the vacancy date to supersede this notice.

Brandon

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**Link to Notice:**

<https://docs.google.com/document/d/1nvVr0xOkfD16QO2KzaDue2H-ncgpePXtjnsD8NHebUY/edit?usp=sharing>

**Notice Text:**

SIXTY (60) DAY NOTICE TO VACATE

Date: March 18, 2025

To: Kyle Hadley

FILED DATE: 5/21/2025 12:24 PM 2025CH05527

Mr. Kyle Hadley  
6122 N Winthrop Ave Unit C  
Chicago, Illinois 60660

Dear Mr. Hadley:

This letter constitutes formal written notice that your tenancy at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660 will terminate sixty (60) days from the date of delivery of this notice. Pursuant to Section 5-12-130(j) of the Chicago Residential Landlord and Tenant Ordinance, which requires sixty (60) days' notice for tenancies between six months and three years, you are hereby required to vacate and surrender possession of the premises no later than:

May 17, 2025

This notice follows my letter dated February 15, 2025, outlining options for resolution, to which no substantive response has been received within the specified timeframe.

Please note the following important requirements upon vacating:

1. All keys must be returned to me or my designated representative
2. All of your personal belongings must be removed from the premises
3. All furniture and furnishings that were originally in the unit must remain in the premises, as these items were part of the proposed purchase agreement and remain my property
4. The property must be left in clean and good condition
5. All utilities must be transferred out of your name
6. A forwarding address must be provided for future communications

A professional move-out inspection will be conducted to document the condition of the property and furnishings. Any damage to the property structure, fixtures, systems, or furnishings beyond normal wear and tear will be documented and may result in appropriate deductions from your financial investments in the property. This includes but is not limited to damage to walls, floors, ceilings, plumbing, electrical systems, appliances, fixtures, doors, windows, and any other structural or functional components of the premises.

Please be advised that as previously communicated, the return of your financial investments in the property (including the \$30,000 payment and other documented improvements, subject to appropriate adjustments) is contingent upon the sale of the property, as these funds are currently tied to the property.

Please note that I maintain a detailed inventory of all furniture and furnishings that belong to me. The removal of any of these items without express written permission or any further deliberate damage to them or to the property itself will be documented and may be reported to the appropriate authorities as theft or property damage. If you have any questions about which items you may remove, please

contact me before the move-out date.

Should you have any questions or wish to discuss move-out arrangements, please contact me at [REDACTED]@gmail.com.

Sincerely,

Brandon McGivern  
Owner/Landlord  
5701 N Sheridan Rd #23G  
Chicago, Illinois 60660  
[REDACTED]@gmail.com

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**Brandon McGivern**  
**Web Developer / Graphic Designer**

On Mon, Mar 17, 2025 at 5:33 PM Kyle Hadley [REDACTED]@gmail.com> wrote:  
Would you be open to a recorded video meeting?

Best,  
Kyle Hadley  
[REDACTED]  
@KyleSellsChi

On Mar 10, 2025, at 5:38 PM, Brandon McGivern [REDACTED] wrote:

Kyle,

Thank you for your text about meeting to discuss our situation.

I understand your desire to talk things through directly, and I appreciate that you'd prefer to resolve this between us. To clarify: I have consulted with an attorney for advice on the legal aspects and paperwork, but I'm managing our communications myself.

Given the difference in our knowledge of real estate law and procedures - with your professional expertise in this field - I feel more comfortable continuing our discussion in writing. This gives me time to properly consider all aspects of our communication and maintains a clear record for both of us.

I appreciate that your text message is a step toward addressing the options in my February 15th letter. If you'd like to share your thoughts on those options, I welcome your written feedback. If written communication feels insufficient, I would be open to considering professional mediation as a structured approach that could provide balance to our discussions.

Please let me know your thoughts by replying to this email.

Regards,  
Brandon

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**Brandon McGivern**  
Web Developer / Graphic Designer

**60-day Notice to  
Vacate.pdf**

