

**EXHIBIT A**

**From:** Kyle Hadley [REDACTED]@gmail.com  
**Subject:** Re:  
**Date:** March 4, 2025 at 5:19 PM  
**To:** Brandon McGivern [REDACTED]



I will respond when I have an update. Your arbitrary deadline is not binding.

I am guessing you are not working with an attorney, and used that as a manipulative tactic. If we can't be honest with each other- there is no use in us trying to work anything out without mediation.

Yes, I would much rather settle this with you and not involve anyone else- but it's only possible with 100% honesty.

If I'm mistaken, my apologies

Best,  
Kyle Hadley  
[REDACTED]  
@KyleSellsChi

On Mar 4, 2025, at 4:24 PM, Brandon McGivern [REDACTED] wrote:

Kyle,

Thank you for confirming receipt of my communication.

At this time, all correspondence should be directed to me directly at [REDACTED]@gmail.com. There is no need to include additional parties in our communications at this stage.

If you prefer to communicate through attorneys, please provide your attorney's contact information.

I expect your substantive response to the options presented in my letter within the 14-day timeframe as specified.

- Brandon McGivern

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Brandon McGivern  
Web Developer / Graphic Designer  
[REDACTED]

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

On Tue, Mar 4, 2025 at 2:49 PM Kyle Hadley [REDACTED]@gmail.com> wrote:  
Consider this acknowledgement that this has been received, yet to be reviewed.  
Please reply with your attorney information. Thank you.

On Mar 3, 2025, at 5:32 PM, Brandon McGivern  
[REDACTED] wrote:

Dear Kyle,

Here is a link to the file:



Tenant Letter 2-15-25 - Original

I am sending this notice via Email due to non-response from my previous attempts to communicate with you through USPS Certified Mail (Tracking #9214890142980413704855) and DropBox Sign. As of this email, the certified mail has not been delivered despite being sent over 15 days ago, and there is no record of you scheduling a pickup. I have not received notification about your receipt of the document from DropBox Sign either. This is a continued effort to reach you to discuss and resolve the situation.

Please be advised that this electronic delivery constitutes formal notice regarding the property at 6122 N Winthrop Ave Unit C, Chicago. The attached document contains important information about our agreement and requires your timely attention and response.

To ensure you've received this notice, please:

- Review the document completely
- Acknowledge your receipt (this does not indicate agreement with the contents)
- Respond to the specific items requiring your attention as outlined in the document

If you have any questions about the content of this notice, please contact me directly at [REDACTED]@gmail.com. Please note that your response is requested within 14 days of receipt of this notice.

A copy of this communication and your acknowledgment of receipt will be maintained for legal record-keeping purposes.

Sincerely,  
Brandon McGivern

**FULL LETTER TEXT BELOW:**

February 15, 2025

Via Certified Mail - Return Receipt Requested

Kyle Hadley

6122 N Winthrop Ave Unit C

Chicago, Illinois 60660

Dear Mr. Hadley:

I am writing to formally address our current situation regarding the property at 6122 N Winthrop Ave Unit C, Chicago, Illinois 60660.

As documented in my letter dated July 29, 2024, I stated my need to complete the sale of the property by the end of 2024. Pursuant to our previous correspondence, multiple attempts to communicate via text message and telephonic communication from July 29, 2024, through February 15, 2025, have been met with substantial non-responsiveness, constituting a material breach of our prior agreements. This letter serves to formally document the current situation and outline available options moving forward.

Background

- In 2022, we entered into a verbal agreement for you to purchase the property for \$320,000, with this price reflecting a significant discount due to your agreement to handle the transaction in your professional capacity as a licensed real estate agent with no commission.
- Furthermore, the original agreement included approximately \$40,000 worth of furnishings that have sustained damage during your tenancy. These furnishings were to be included in the sale price and their current condition significantly impacts their value and the overall property value.
- You have invested \$30,000 toward the purchase price and made certain property modifications, including:
  - Replacement of an existing AC unit (\$8,075) without prior consultation or documentation of original unit's condition
  - Replacement of functioning washer/dryer (\$2,142.28) without approval, resulting in disposal of my property
- The original agreement was predicated on your purchase of the property following the sale of your condo. Your condo sold in October 2023, yet the

following the sale of your condo. Your condo sold in October 2025, yet the purchase has not been completed.

- In your email dated February 14, 2025, you stated that you are unable to secure financing within the next four months and requested return of your investments totaling \$40,217. This confirms that you are unable to complete the purchase under our original agreement terms.
- Monthly payments received, ranging from \$1,200 to \$2,080, are acknowledged solely as compensation for property use and occupancy. Pursuant to the Illinois Installment Sales Contract Act (815 ILCS 35/), these payments do not accrue as purchase credits and were significantly below market rate, thereby providing you substantial benefit during your tenancy.
- The ongoing situation has created additional complications and burdens:
  - While you maintain full access with keys and security system codes, you have denied me access to my own property
  - You maintain exclusive remote access to the property's security and temperature control systems
  - The continued mortgage liability affects my credit and borrowing capacity
  - Your limited communication since July 2024 has prevented resolution of these issues
  - Your denial of my access rights as property owner violates Illinois landlord-tenant law

### Current Status

The original verbal agreement is hereby terminated pursuant to multiple material breaches, including but not limited to:

- Violation of contractual timeline as specified in our original agreement, constituting a material breach under 810 ILCS 5/2-612 of the Uniform Commercial Code, specifically failing to complete the purchase by the December 2024 deadline;
- Persistent non-communication in violation of the implied covenant of good faith and fair dealing, as evidenced by extended periods of unresponsiveness despite documented attempts to communicate, which substantially impairs the purpose of our original agreement;
- Unauthorized modifications to the property in direct contravention of 765 ILCS 705/3, which requires landlord consent for substantial property alterations;
- Violation of property owner access rights under 765 ILCS 730/10, which explicitly protects the property owner's right to access and inspect their own property;

- Continued occupation at a rate below fair market value without completing the purchase, which constitutes a breach of the original agreement's intent and spirit;
- Explicit acknowledgment of inability to secure financing within the agreed-upon timeline, as confirmed by your February 14, 2025 correspondence, rendering the original agreement commercially impracticable under Illinois contract law.

These cumulative breaches constitute sufficient grounds for termination of the existing agreement, with all rights reserved to pursue appropriate legal remedies.

### Available Options

#### **1. Deferred Purchase at Market Value**

- New written lease at current market rate (\$2,500/month)
- Purchase must be completed within 12 months (accounting for your stated need of at least 4 months to secure financing)
- Purchase price at current market value
- Return of \$30,000 investment credited at closing
- Credit for improvements (subject to documentation and adjustment for disposed property)
- Written agreements for both lease and purchase required
- Monthly rent not credited toward purchase
- Damage to property and furnishings must be addressed prior to closing
- Previous monthly payments were for use and occupancy only and do not create credits toward purchase
- Security system and remote access credentials to be updated
- Security deposit required at current market rate
- Professional inspection required before new agreement execution

#### **2. Termination and Separation**

- Return of your \$30,000 investment upon sale of property, less:
  - i. Cost of repairs for all documented damage to the property and furnishings
  - ii. Specific deductions for damage to the approximately \$40,000 in furnishings that were to be included in sale, including:
    - 1. Restoration/repair costs
    - 2. Replacement costs where necessary
    - 3. Loss of value due to excessive wear and tear
    - 4. Cleaning costs for upholstered items
  - iii. Cost to restore unauthorized modifications
  - iv. Difference between paid rent and market rate since July 2024 notice

- iv. Difference between paid rent and market rate since July 2024 notice
- v. Value of disposed appliances and fixtures
- vi. Any cleaning or restoration needed for sale
- vii. Note: Monthly payments made were for use and occupancy of the property and do not create any equity or credits due
- o Professional assessment of furniture condition and value required
- o Documentation of all deductions will be provided
- o Property and furnishings must be vacated in good condition
- o Professional inspection to document current condition
- o Final settlement amount determined after sale and completion of necessary repairs
- o Move-Out Requirements:
  - i. All keys must be returned upon vacancy
  - ii. Security system codes will be changed upon vacancy
  - iii. Remote access to all systems will be terminated
  - iv. Professional move-out inspection required
  - v. All utilities must be transferred out of your name by vacancy date
  - vi. Property must be professionally cleaned
  - vii. All tenant's personal property must be removed
  - viii. Forwarding address must be provided in writing
- o Property Access:
  - i. Pre-move-out inspection to be scheduled 14 days before vacancy
  - ii. Final walk-through inspection required on vacancy date
  - iii. Any items left behind will be considered abandoned property
  - iv. Documentation of utility transfers required at final inspection

Please be advised that your current investment funds are tied to the property. Any return of funds would be contingent upon the property's sale. Option 1 provides a structured approach to potentially recovering your investment in the most timely manner.

Please respond in writing within 14 days of receipt of this letter, clearly indicating your preferred option from those outlined in this document. You may respond via certified mail to Brandon McGivern, 5701 N Sheridan Rd #23G, Chicago, Illinois 60660 or via email to [REDACTED]@gmail.com. If responding via email, please include a clear subject line referencing the property address and include your full contact information in your response.

If I do not receive a response within this 14-day period, I will be compelled to pursue appropriate legal and administrative remedies, which may include:

- Filing a formal complaint with the Illinois Department of Financial and Professional Regulation
- Initiating legal proceedings to regain full property possession
- Seeking financial damages for:
  - Unauthorized property modifications
  - Disposal of personal property
  - All damage to furnishings
  - Restoration of property to its original condition
  - Compensation for unauthorized replacements of appliances and fixtures

I remain committed to resolving this matter professionally and efficiently. Given your professional status as a licensed real estate agent, I expect a timely, comprehensive, and professional response that addresses the substantive issues outlined in this letter.

Sincerely,  
Brandon McGivern

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



On Fri, Feb 14, 2025 at 10:20 PM Kyle Hadley @gmail.com> wrote:

Brandon,

Since you have chosen to involve an attorney at this point, I think all of our interactions should be documented. If you would prefer for me to communicate directly with your attorney, please include in their information.

In regards to the sale of 6122 N Winthrop:

During our initial conversations, our plan was for me to purchase the property after the sale of 6166 N Sheridan. Months later, I informed you that due to unforeseen circumstances, obtaining a mortgage would be a long and difficult process. You then agreed to hold onto the mortgage as it would be beneficial for both of us, as you would not have to secure storage for your belongings, and would have a place to stay when you were in the US.

With this change in plan, I proceeded to make decisions that would not have

been possible if I was still planning on taking over the mortgage at that time. This includes giving you \$30,000 towards the eventual sale. I also replaced the washer and dryer at a cost of \$2,142.28- as well as the air conditioner at a cost of \$8,075.

No matter the outcome of our situation, I will still be moving forward to placing myself in a position to obtain a new mortgage. It does not appear I will be able to do that in the next 4 months. If this does not satisfy you, please return the \$30,000 plus cost of air conditioner and washer/dryer, for a total reimbursement of 40,217. I will begin to make other living arrangements.

-Kyle