

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

JOHN H. STONE, D.D.S.,)
)
 Plaintiff,)
 v.)
)
 ROMA HELEN FRANZIA, M.D.,)
)
 Defendant,)

No.

2009L003861
CALENDAR/ROOM Q
TIME 00:00
Breach of Contract

COMPLAINT

Plaintiff, John H. Stone, D.D.S, by and through his attorneys, Dahl & Bonadies, states by way of Complaint against defendant, Roma Helen Franzia, M.D., as follows:

COUNT I

BREACH OF CONTRACT – FAILURE TO PAY RENT AND OTHER BREACHES

FILED-2
2009 APR -1 PM 3:52

Parties

1. Plaintiff, John H. Stone, D.D.S. (“Stone”) is, and at all times relevant to this cause of action was, an Illinois resident. Stone is the owner of property located at 575 Lincoln Avenue, Winnetka, Illinois 60093 (the “Property”).

2. Defendant, Roma Helen Franzia, M.D. (“Franzia”) is, and at all times relevant to this cause of action was, an Illinois resident. Franzia is the lessee of the Property.

Jurisdiction and Venue

3. This Court has jurisdiction over the subject matter of this dispute and the parties to this dispute.

4. This Court is the appropriate venue within which to adjudicate this dispute because the claims arose in Cook County and the dispute involves the lease of Property that is located in Cook County, Illinois.

The Lease

5. On June 24, 2005, Franzia entered into a lease agreement with Stone for the Property (the "Lease"). A true and complete copy of the Lease is attached hereto and incorporated herein by reference as Exhibit A.

6. Under the terms of the Lease, Stone is identified as the lessor and Franzia is identified as the lessee. (Ex. A., p.1).

7. The Lease term is for a period of 72 months beginning on July 1, 2005. (Ex. A, p. 1). Franzia is obligated to pay rent in monthly installments. The Lease provides, in pertinent part, as follows:

the lessee [Franzia] covenants and agrees with the lessor [Stone] as follows:

To pay as rent for said premises, for said term, the sum of \$169,200.00 in lawful money of the United States of America, payable in monthly installments of \$2,350.00. In addition, ¼ of the buildings utilities plus ¼ of the buildings real estate taxes are payable upon presentation of the bills. There is a 10% penalty for rent paid after the 10th of each month, and 10% penalty for real estate taxes paid late. (Ex. A, ¶1).

8. The Lease also provides that the lessee shall keep the premises in good repair and tenantable condition. The Lease provides as follows:

The lessee shall use and occupy said premise for Medical Office and for no other use or purposes; and the lessee shall, at his own expense, keep said premises in good repair and tenantable condition during said term (Ex. A, ¶2).

9. The Lease provides for certain remedies available to the landlord in the event of a default, including termination of the Lease, eviction of the tenant and acceleration of rent.

Specifically, the Lease, at paragraph 13, provides as follows:

The lessee shall pay to the lessor at once upon the termination of this lease for default of the lessee, and upon the vacation of said premises by the lessee, a sum of money equal to the entire amount of rent by this lease provided to be paid and at that time remaining unpaid, as the liquidated damages of the lessor. Upon making such a payment the lessee shall be entitled to receive from the lessor all

rents received by the lessor from other tenants on account of said premises during the term originally by this lease demised, provided, however, that the money to which the lessee shall so become entitled shall in no event exceed the liquidated damages last aforesaid. (Ex. A, ¶13).

10. The Lease also provides for the recovery of attorney's fees. The Lease provides as follows:

The lessee shall pay all attorney's fees and expenses of the lessor incurred in enforcing any of the obligations of the lessee under this lease, or in any litigation or negotiation in which the lessor shall, without its fault, become involved through or on account of this lease. (Ex. A, ¶11).

Franzia's Breach Of The Lease

11. On or about February 15, 2009, Stone presented Franzia with the utility bills for the month of January 2009 totaling \$1,187.72. Under the terms of the Lease, Franzia was obligated to pay \$297.00, representing one-quarter of the utilities. (Ex. A, ¶1). Franzia did not and has not paid the utilities.

12. On or about February 19, 2009, Stone presented Franzia with the most recent real estate tax bill totaling \$16,903.78. Under the terms of the Lease, Franzia was obligated to pay \$4,226.00, representing one-quarter of the property taxes. (Ex. A, ¶1). Franzia did not and has not paid the taxes.

13. As of March 10, 2009, Franzia was required to make the March rental installment payment of \$2,350.00. (Ex. A, ¶1). Franzia did not and has not paid the March installment.

14. On or about March 10, 2009, Stone presented Franzia with the utility bills for the month of February 2009 totaling \$1,085.83. Under the terms of the Lease, Franzia was obligated to pay \$271.00, representing one-quarter of the utilities. (Ex. A, ¶1). Franzia did not and has not paid the utilities.

15. On March 13, 2009, Stone served Franzia with a notice of default. A true, accurate and complete copy of the notice of default is attached hereto as Exhibit B. Franzia did not pay the outstanding balance in response to the notice of default.

16. Franzia vacated the Property on or about March 13, 2009, 27 months before the end of the Lease term.

17. Upon repossessing the subject Property, Stone discovered Franzia failed to keep the Property in good repair and tenantable condition in breach and in violation of the Lease, resulting in additional cost and expense to Stone to repair the damage. (Ex. A, ¶2).

18. The damage consisted of the following:

- (a) a broken lab door;
- (b) 5 broken windows;
- (c) holes in the walls and damaged wallpaper;
- (d) failure to return all keys to the Property;
- (e) exposed wires creating an electrical hazard;
- (f) damaged drywall;
- (g) damaged carpets;
- (h) damaged light fixtures and outlets; and
- (i) missing molding.

19. Stone has complied with all of his obligations under the Lease.

20. Franzia's failure to comply with her obligations under the Lease as alleged above in paragraphs 11-14 and 17-18, constitute breaches of the Lease.

Damages – Failure To Pay Rent

21. As a direct and proximate result of Franzia's breach of the Lease, Stone sustained damages in the form of unpaid rent for the month of March 2009 totaling \$2,350.00, plus a ten percent (10%) penalty for late payment totaling \$235.00. (Ex. A, ¶1).

22. As a direct and proximate result of Franzia's breach of the Lease, Stone is entitled to recover damages as specified at paragraph 13 of the Lease, specifically the acceleration of the remaining balance of rent due under the Lease, in the amount of \$63,450.00. (Ex. A, ¶13).

Damages – Failure To Pay Real Estate Taxes

23. As a direct and proximate result of Franzia's breach of the Lease, Stone has sustained damages in the amount of \$4,226.00 for the unpaid first installment of real estate taxes, plus a ten percent (10%) penalty of \$422.60 (Ex. A, ¶1).

24. As a direct and proximate result of Franzia's breach of the Lease, Stone will incur damages in the form of lost payment of real estate taxes that are due and payable by Franzia under the Lease and which are estimated to be approximately \$9,000.00 per year for a total of \$18,000.00 through the remaining balance of the Lease term.

Damages – Failure To Pay Utilities

25. As a direct and proximate result of Franzia's breach of the Lease, Stone has sustained damages due to Franzia's failure to pay utilities for the months of January 2009 totaling \$297.00 and February 2009 totaling \$271.00.

26. As a direct and proximate result of Franzia's breach of the Lease, Stone will incur damages in the form of lost payment of utilities by Franzia which are estimated to be approximately \$267.00 per month over the remaining 27 months of the Lease for a total of \$7,209.00. (Ex. A., ¶1).

Damages - Failure To Keep Property In Good Repair And Tenantable Condition

27. As a direct and proximate result of Franzia's failure to keep the property in good repair and tenantable condition in breach of the Lease, Stone has sustained damage as follows:

- (a) \$675.00 to replace a door that was removed;
- (b) \$7,480.00 to replace 5 broken windows;
- (c) \$5,257.00 to repair holes in the walls, remove damaged wallpaper and paint the premises;
- (d) \$395.02 to change all locks for the Property due to Franzia's refusal to return the keys to the Property in breach and in violation of the Lease (Ex. A, Rules and Regulations, ¶3);
- (e) \$12.06 to cover exposed wires;
- (f) \$35.92 to purchase paint to repair damaged drywall in front reception area of Property;
- (g) \$311.00 to repair and clean damaged carpet;
- (h) \$775.00 to replace damaged light fixtures and outlets; and
- (i) \$175.00 to replace missing molding in the closets of the premises.

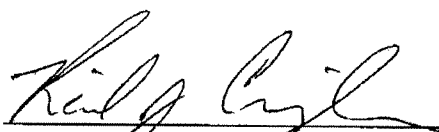
Damages – Reasonable Attorney's Fees And Costs

28. As a direct and proximate result of Franzia's breach of the Lease, Stone is entitled to recover his reasonable attorney's fees and costs associated with the prosecution of this action. (Ex. A, ¶11).

WHEREFORE, plaintiff John H. Stone, D.D.S., respectfully requests this Court to enter judgment in his favor and against Roma Helen Franzia, M.D. in such amount as may be established by the proofs but in no event less than \$111,576.60 plus interest, attorney's fees and costs.

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RICHARD J. CUNNINGHAM
DAHL & BONADIES
225 West Washington Street
Suite 1640
Chicago, IL 60606
312/641-3245, I.D. No. 91597

JOHN H. STONE, D.D.S.

By: 
One Of His Attorneys

OFFICE LEASE

THIS INDENTURE, Made July 1, 2005
between:

Lessor and John H Stone, DDS
Roma Helen Franzia, MD

Lessee.

WITNESSETH, That in consideration of the Lessee's covenants and agreements herein contained, the Lessor hereby demises and leases unto the Lessee the premises known and described as follows:

The room or rooms known and designated as number _____ on the southeast corner floor of the building known as _____

at number 575 Lincoln Ave Street in the village of Winnetka and State of Illinois, or as shown on the floor plan attached hereto and initialed by the parties.

TO HAVE AND TO HOLD the same for a term of 72 months commencing July 1, 2005 and expiring June 30, 2011 unless previously terminated, as hereinafter provided.

IN CONSIDERATION of said demise, the lessee covenants and agrees with the lessor as follows:

1. To pay as rent for said premises, for said term, the sum of \$169,200.00 Dollars

In lawful money of the United States of America, payable in monthly installments of 2350.00. In addition 1/4 of the buildings utilities plus 1/4 of the building realstate taxes are payable upon presentation of the bills. There is a 10% penalty for rent paid after the 10th of each month, and 10% penalty for Real Estate taxes paid late.

Dollars, each in advance upon the first day of every calendar month of the term hereof, and at the same rate for fractions of a month if said term shall be terminated, as hereinafter provided, on any day other than the last day of the month, and all of said payments shall be made at the office of Dr. Stone in Chicago, or at such place as the lessor may from time to time designate.

Village of Winnetka
2. The lessee shall use and occupy said premises for Medical Office

and for no other use or purpose; and the lessee shall, at his own expense, keep said premises in good repair and tenable condition during said term, replacing at his own expense, any and all broken glass in or about said premises with glass of the same size and quality, and replacing signs thereon.

3. No representations, except such as are endorsed hereon, have been made to the lessees respecting the condition of said premises. The taking possession of said premises by the lessee shall be conclusive evidence as against the lessee that said premises were in good and satisfactory condition when possession of the same was so taken; and the lessee will, at the termination of this lease by lapse of time or otherwise, return said premises to the lessor in as good condition as when received, loss by fire and ordinary wear excepted.

4. The lessor shall not assign this lease or any interest hereunder and will not sublet said premises or any part thereof; and will not permit the use of said premises by any other parties than the lessee and the agent and servants of the lessee, except with the written consent of the lessor. If the lessee shall at any time during the term hereby demised become insolvent, or if proceedings in bankruptcy shall be instituted by or against the lessee, or if a receiver or a trustee shall be appointed of the lessee's property or if the lessee shall make an assignment for the benefit of creditors, or if this lease shall, by operation of law, devolve upon or pass to any person or persons other than lessee, then and in each of said cases shall and may be lawful for the lessor, at the lessor's election, to forfeit this lease and re-enter said premises and take possession thereof as of its former state without the service of any notice or demand whatever.

5. The lessor may enter said premises at all reasonable times for the purpose of making such repairs or alterations therein as it shall deem necessary for the safety, preservation or improvement of said premises or said building. The lessee will make no alterations in or additions to said premises without first obtaining the lessor's written consent and lessee shall submit to lessor upon request paid bills, contractor's affidavits and full and final lien waivers for any alterations or repairs made by lessee. All erections, additions, fixtures and improvements, whether temporary or permanent in character, (except for the movable office furniture of the lessee), made in or upon said premises, either by the lessor or the lessee shall be the lessor's property, and shall remain upon said premises at the termination of this lease, lapse of time or otherwise.

EXHIBIT A

LESSEE
NOT TO
MISUSE
PREMISES

6. The lessee shall not use or permit upon said premises anything that will increase the rate of insurance thereon, or anything that may be dangerous to life or limb; and will do nothing and suffer nothing to be done upon said premises in any way tending to create a nuisance or to disturb any other tenant in said building, or to injure the reputation of the building, or to annoy occupants of neighboring property; and will comply with all laws, ordinances and building, health and police regulations respecting said premises; and will not use said premises for lodging or sleeping purposes, or for any immoral or illegal purpose.

NON LIABILITY
OF
LESSOR

7. The lessor shall not be liable for any damage, either to person or property, sustained by the lessee or by other persons, due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about said building, or due to any act or neglect of any tenant or occupant of said building, or of any other person.

RULES
AND
REGULATIONS

8. The lessee, and his agents and servants, shall at all times observe, perform and abide by all the rules and regulations printed upon the back of this instrument and such reasonable modifications thereof and additions thereto as may be hereafter adopted by the lessor and which apply to all tenants of the building in which the premises are located.

DEFAULT;
LESSOR'S
REMEDIES

9. In case the lessee shall make any default in respect to any of the foregoing covenants, then the lessor may at its option at once, without notice to the lessee or to any other person, terminate this lease; and upon the termination of said lease at the option of the lessor, as aforesaid or at the expiration by lapse of time of the term hereby demised, the lessee shall at once surrender possession of said premises to the lessor, and if such possession be not immediately surrendered, the lessor may re-enter said premises and repossess itself thereof as of its former estate and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. The lessee expressly waives the service of any notice of intention to terminate this lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law, and agrees that the simple breach of any of the said covenants shall, of itself, without the service of any notice or demand whatever, constitute a forcible detainer by the lessee of said premises within the meaning of the statutes of the State of Illinois. No receipt of moneys by the lessor from the lessee, after the termination in any way of this lease, or after the giving of any notice, shall reinstate, continue or extend the term of this lease or affect any notice given to the lessee prior to the receipt of such money.

RIGHT
TO RELET

10. In case the lessee shall vacate said premises during the life of this lease, the lessor may, at its option, without terminating this lease, enter into said premises and relet the same for the account of the lessee for such rent and upon such terms as the lessor shall approve; and if a sufficient sum shall not be thus realized monthly (after paying the expenses of such reletting and of collecting the rent accruing from such reletting) to satisfy the monthly rent, above provided to be paid by the lessee, then the lessee shall satisfy and pay such deficiency upon demand monthly.

PAYMENT
OF FEES

11. The lessee shall pay all attorney's fees and expenses of the lessor incurred in enforcing any of the obligations of the lessee under this lease, or in any litigation or negotiation in which the lessor shall, without its fault, become involved through or on account of this lease.

LESSOR'S
LIEN

12. The lessor shall have a first lien upon the interest of the lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

RENT
UPON
DEFAULT

13. The lessee shall pay to the lessor at once upon the termination of this lease for default of the lessee, and upon the vacation of said premises by the lessee, a sum of money equal to the entire amount of rent by this lease provided to be paid and at that time remaining unpaid, as the liquidated damages to the lessor. Upon making such payment the lessee shall be entitled to receive from the lessor all rent received by the lessor from other tenants on account of said premises during the term originally by this lease demised, provided, however, that the money to which the lessee shall so become entitled shall in no event exceed the liquidated damages last aforesaid.

CERTAIN
RIGHTS NOT
GRANTED

14. This lease does not grant any rights to light and air over property except public streets and alleys, adjoining the land on which said building is situated.

HOLDING
OVER

15. If the lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then the lessor may at its option within thirty days after the termination of the term serve written notice upon lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental specified in Section 1 for such period, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of _____ dollars per day for the time lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to lessor all damages sustained by lessor resulting from retention of possession by lessee.

EMINENT
DOMAIN

16. If the building or any portion thereof containing the demised premises shall be taken or condemned by any competent authority for a public use or purpose the term of this lease shall end up to the date when possession of the part so taken shall be required for such use or purpose, without apportionment of the award.

CONFESSION
OF
JUDGMENT

17. The lessee hereby constitutes and appoints any attorney of any court of record in Illinois to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suits or suits that may be brought in any court in this State at any time when any money is due hereunder by rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of the lessor, and to release all errors that may occur or intervene in such proceedings.

ceedings, including the issuance or execution upon any such judgment, and no error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

FIRE AND CASUALTY

18. If, during the life of this lease, the premises shall be so injured by fire, explosion or other casualty, as to be untenable, then unless said injury be repaired within sixty days thereafter either party hereto may cancel this lease, in which case rent shall be apportioned and paid to the day of such fire, explosion or other casualty.

REMEDIES CUMULATIVE

19. All rights and remedies of the lessor under this lease shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

SUCCESSORS AND ASSIGNS

20. Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of, not only the lessor and the lessee, but also their respective successors, legal representatives and assigns.

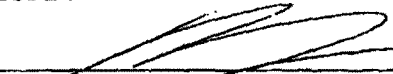
IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and affixed their respective seals, the day and year first above written.

LESSOR:

ATTEST:

 6/24/05 (SEAL)

LESSEE:

 MD (SEAL)
6-23-05 (SEAL)

RULES AND REGULATIONS

(Applicable only to the premises demised by the within lease and to the tenants thereof.)

1. No sign, picture, advertisement or notice shall be displayed, interred, painted or affixed on any part of the outside or inside of said building or on or about the premises hereby demised, except on glass of the doors and windows of said premises and on the directory board of the building, and then only of such color, size, style and material as shall be first specified by the lessor in writing on this lease.
2. The tenant shall not (without the lessor's written consent) put up or operate any steam engine boiler, electric motor, machinery or stove upon the premises or carry on any mechanical business thereon, or use flammable fluid therein. No article deemed extra hazardous or account of fire and no explosives shall be brought into said premises.
3. No additional locks shall be placed upon any doors of the premises and lessees shall not permit any duplicate keys to be made (all necessary keys will be furnished by the lessor), but if more than two keys for any door-lock are desired, the additional number must be paid for by the lessees. Upon the termination of this lease the lessees shall surrender all keys of the premises and of the building and give to the lessor the explanation of the combination of all locks on vault doors in the premises.
4. All safes, furniture, boxes and other bulky articles shall be carried up or into the premises at such times and in such manner as shall be specified by the lessor; the lessor reserves the right to prescribe the position of all safes and other heavy articles, and any damage done to the building or to other tenants in the building by taking in or putting out a safe or from overloading the floor in any way shall be paid by the lessees.
5. Lessor agrees to furnish hot water in the tubs, basins, pipes and faucets provided for such purposes during the term of this lease and heat will be furnished at reasonable hours if the weather and temperature require it, from the first day of October till the thirtieth day of April of the succeeding year for the use of lessee, except when prevented by strike, accident, or other cause beyond the control or prevention of lessor, and except during the repairing of the apparatus provided in said building for the furnishing of said water and heat. Lessor shall not be held liable for any injury or damage whatsoever which may arise or occur from his failure to furnish cold or hot water, heat or elevator service, regardless of the cause of said failure all claims for such injury or damage being hereby expressly waived by lessee.
6. All janitor work and the caring for the demised premises shall be paid for by the lessor and no person other than the janitor of the building shall, without the lessor's consent, be employed by the lessees for the purpose of cleaning or taking charge of said premises. Any person or persons so employed by the lessees, with the lessor's consent, shall be subject to and under the control and direction of the janitor (but not as agent, or servant of said janitor or of the lessor). The janitor of said building shall at all times keep a pass key and be allowed admittance to said premises, to cover any emergencies of fire that may arise and to enable him to examine said premises from time to time.
7. The lessor and its agents shall have the right to enter the demised premises at all reasonable hours to examine or exhibit the same; and may place and keep on the windows and doors of said premises "for rent" notices at any time.
8. If the lessees desire telegraph, telephone, or electric connections the lessor will direct the electrician as to where and how the wires are to be introduced and without such directions no boring or cutting for wires will be permitted.
9. If the lessees desire awnings or shades or drapings either inside or outside of the windows, they must be erected at the expense of the lessees, and must be of such shape, color, material and make as may be prescribed by the lessor.
10. The lessees shall not allow anything to be placed against or near the glass in the partitions between the premises leased and the halls or corridors of the building which shall diminish the light in the halls or corridors.
11. Water on said premises shall not be wasted by the lessees or their employees by tying or wedging back the faucets of the washbowls or otherwise. Neither the lessees nor their employees shall undertake to regulate the thermostat which control the heat; but shall report to the office of the building whenever the same are not working properly or satisfactorily.
12. No bicycle or other vehicle and no dogs or other animals shall be allowed in the offices, halls, corridors or any other parts of said building.
13. The lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein.
14. The building shall be opened at _____ and closed at _____ daily, or at such hours as the lessor may from time to time determine. Before and after said hours admittance may be claimed only by tenants known to the watchman.
Elevator service will be furnished daily (Sundays and holidays excepted), from _____ to _____. Elevator service will be furnished on holidays and Sundays as will reasonably meet the needs of tenants.
15. Ice, mineral waters, newspapers, towels, or other supplies shall not be furnished by other persons than those allowed by lessor.
16. The lessees shall not be permitted to canvass among tenants of the building.
17. The lessees shall at their expense, provide sufficient light for the employees of the lessor while doing janitor service or other cleaning and in making repairs or alterations in said demised premises.
18. Tenants must close their windows to secure protection against the weather, and shall be responsible for any damage growing out of the neglect of this rule. Nothing shall be thrown by the tenants, their clerks or servants, out of the windows of the building.
19. The lessees shall list all articles to be taken from the building upon a blank furnished by the lessor. Such list shall be presented at the office of the building for approval before it will be accepted by the watchman.

DAHL & BONADIES

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PAUL N. BONADIES
PATRICK K. DAHL
RICHARD J. CUNNINGHAM

OF COUNSEL
DEBORAH S. BUSSERT

March 13, 2009

- REGULAR MAIL
 - MESSENGER DELIVERY
 - VIA CERTIFIED MAIL
- RETURN RECEIPT REQUESTED

Roma Helen Franzia, M.D.
575 Lincoln Avenue
Winnetka, IL 60093

Roma Helen Franzia, M.D.
542 Lincoln Avenue
Winnetka, IL 60093

RE: Lease dated July 1, 2005 ("Lease") for 575 Lincoln Avenue, Winnetka, Illinois
("Premises") – Notice of Breach and Default of Lease

Dear Dr. Franzia:

Please be advised that this firm and I represent Dr. John H. Stone. I have received your letters to Dr. Stone dated February 1, 2009 and February 10, 2009, regarding the Premises. First of all, Dr. Stone disputes the factual and legal claims in your letters, including, but not limited to, your claims that the Premises do not comply with the Village of Winnetka building code and/or the Americans With Disabilities Act.

You are hereby given notice that you are in breach and default of your obligations under the Lease for the following reasons:

1. You have repudiated the Lease by indicating your intention to vacate the Premises prior to the termination of the Lease; implicit in your notice is that you intend to discontinue paying the monthly rent due under the Lease.
2. You have failed to pay the monthly rent due for the month of March 2009 in the amount of \$2,350.
3. You have failed to pay your one-quarter share of the building's utilities for the month of February 2009 in the amount of \$163.
4. You have failed to pay your one-quarter share of the building's real estate taxes for the month of February in the amount of \$4,648.60.

EXHIBIT B

Roma Helen Franzia, M.D.
March 13, 2009
Page 2

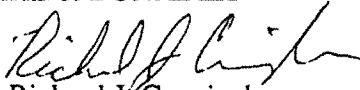
In order to cure the above-referenced defaults, you must do the following:

1. You must provide a written statement rescinding your intention to vacate the Premises.
2. You must pay \$2,350 plus a ten percent (10%) late fee of \$235 for a total of \$2,585 for the March 2009 rent.
3. You must pay your share of the utilities for the month of February 2009 which total \$163 plus a ten percent (10%) late fee of \$16.30 for a total of \$179.30.
4. You must pay your share of the real estate taxes for the month of February which equal \$4,226 plus a ten percent (10%) late fee of \$422.60 for a total of \$4,648.60.

In sum, you must pay a total of \$7,412.90 in order to cure the above-referenced defaults. If the letter withdrawing your intention to vacate the Premises and payment in the amount of \$7,412.90 are not received by Dr. Stone within the next ten (10) days, then Dr. Stone will initiate the appropriate legal action to evict you from the Premises and obtain the damages to which he is entitled, including, but not limited to, the attorneys' fees which he has and will incur.

Very truly yours,

DAHL & BONADIES


By Richard J. Cunningham

RJC/lmo

cc: Dr. John H. Stone

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>John Stone</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 3-18-09</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Roma Helen Franzia, M.D. 542 Lincoln Avenue Winnetka, IL 60093</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7003 1010 0004 1519 4608</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

UNITED STATES POSTAL SERVICE

RECEIVED

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

MAR 18 2009

DAHL & BONADIES
225 West Washington Street
Suite 1640
Chicago, Illinois 60606

*Notice of Breach of Lease
(Dr. John Stone)*

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roma Helen Franzia, M.D.
 575 Lincoln Avenue
 Winnetka, IL 60093

2. Article Number
 (Transfer from service label)

7003 1010 0004 1519 4592

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *John Stone* Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
 3-16-09

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

DAHL & BONADIES
 225 West Washington Street
 Suite 1640
 Chicago, Illinois 60606

RECEIVED
 MAR 18 2009

DAHL - BONADIES

Notice of Breach of Lease
 (Dr. John Stone)