

8/26/07

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

MARY A. TUJETSCH,)
)
)
Plaintiff,)
)
)
vs.) NO. 06CH11607
)
)
TODD C. PUSATERI,) JURY TRIAL DEMANDED
FIRST DENTAL, P.C.)
and FIRST DENTAL)
OF ORLAND PARK, P.C.)
)
)
Defendants.)

AMENDED COMPLAINT

Mary A. Tujetsch, by her attorneys, Williams Montgomery & John Ltd., states her Complaint against Defendants, Todd C. Pusateri, First Dental, P.C., and First Dental of Orland Park, P.C., follows:

NATURE OF THE ACTION

1. The Defendants in this case made false representations, breached their contract and warranties to Plaintiff in the sale of their dental practice, and fraudulently induced Plaintiff to lease an office suite in Orland Park, Illinois owned by Defendants. This suit seeks 1) damages and equitable relief for breach of contract, breach of the representations and warranties in the contract, fraud; and 2) cancellation of the lease entered into pursuant to the agreement.

THE PARTIES

2. Plaintiff, Mary A. Tujetsch ("Tujetsch"), is a dentist licensed to practice in Illinois.

3. Defendant, Todd C. Pusateri (“Pusateri”), is a dentist licensed to practice in Illinois.

4. Defendant, First Dental, P.C. (“First Dental”), is a corporation incorporated in Illinois. Pusateri is the President and Secretary of First Dental, and upon information and belief, the sole shareholder of First Dental.

5. Defendant, First Dental of Orland Park, P.C. (“FDOP”), was incorporated in Illinois in 1998 and involuntarily dissolved by the Illinois Secretary of State in May, 2000. Upon information and belief, Pusateri was an officer, director, and sole shareholder of FDOP.

ALLEGATIONS COMMON TO ALL COUNTS

6. On or about June 27, 2004, Tujetsch (as Purchaser) and First Dental (as Seller) entered into an Asset Purchase Agreement (“Agreement”) pursuant to which First Dental sold to Tujetsch substantially all of the assets of a dental practice (“Dental Practice”) located in Cook County, Illinois at 7714 159th Street, Orland Park, Illinois (“Orland Park Office”). Pusateri signed the Agreement on behalf of First Dental. A copy of the Agreement is attached hereto as Exhibit A.

7. On or about June 28, 2004, and as required in §6.03 of the Agreement, Tujetsch (as Tenant) and FDOP (purportedly as Landlord) entered into a certain lease (“the Lease”) concerning the Orland Park Office. Entry into this Lease agreement was a necessary, substantial, and material aspect of performance of the Agreement. Pusateri signed the Lease on behalf of FDOP. A copy of the Lease is attached hereto as Exhibit B.

8. Prior to the execution of the Agreement, Pusateri represented to Tujetsch that the Dental Practice had approximately 1,200 active patients (“Active Patients”) that had been treated

within the 24 months prior to the sale. Tujetsch relied on Pusateri's representation in entering into the Agreement and Lease.

9. The Agreement identifies the "Seller" as First Dental (Exhibit A, p. 1.) The Agreement further identifies the Seller as the Lessor of the Orland Park Office and sets forth the rent and other terms of the Lease. (Exhibit A, §6.03.) The Lease identifies FDOP as the Landlord. (Exhibit B, Lease Cover Sheet.) Pusateri signed the Lease as FDOP's President, knowing FDOP had been dissolved in 2000.

10. At the time the Agreement and Lease were signed, Pusateri knew that neither First Dental nor FDOP were the Owner or Lessor of the Orland Park Office. Instead, Pusateri, individually was and is the owner of the Orland Park Office leased to Tujetsch pursuant to the Agreement.

11. Pusateri, as the sole owner of both FDOP and First Dental, disregarded each entities' corporate form and structure while conducting their business affairs. Tujetsch relied on Pusateri's personal representations in entering into the Agreement and Lease.

12. In §3.11 of the Agreement, defendants guaranteed the accuracy of all representations and warranties as follows:

Accuracy of Representations and Warranties. None of the representations or warranties of Seller contains or will contain any untrue statement of any material fact or omits or misstates a material fact necessary to make the statements contained in this Agreement not misleading. Seller does not know of any fact that has resulted or that, in the reasonable judgment of Seller will result, in any material adverse change in Seller's business, results of operation, financial condition or prospects that has not been set forth in this Agreement.

(Exhibit A, §3.11.)

13. Defendants acknowledged and understood that Tujetsch reasonably relied on all of Seller's representations and warranties set forth in the Agreement: §3.10 "Reliance. Seller recognizes and agrees that, notwithstanding any investigation by [Tujetsch], [Tujetsch] is relying upon the representations and warranties made by Seller in this Agreement." (Exhibit A, §3.10.)

14. One of Seller's representations included: "Seller has represented that the Dental Practice has approximately 1200 active patients, who have been treated within the previous twenty-four months according to First Pacific Corporation." (Exhibit A, p. 1.)

15. The Seller agreed to indemnify and hold Tujetsch harmless for "any and all loss, liability, deficiency, or damage suffered or incurred by [Tujetsch] by reason of any untrue representation, breach of warranty, or non-fulfillment of any covenant or agreement by Seller contained in this Agreement." (Exhibit A, Section 4.05(c).) The Seller further agreed to indemnify and hold [Tujetsch] harmless for all "costs, and expenses, including, without limitation, legal fees and expenses... incurred in [Tujetsch's] successful enforcement of [the] indemnity." (Exhibit A, §4.05(e).)

COUNT I – BREACH OF CONTRACT (PERFORMANCE)

16. Tujetsch repeats and re-alleges paragraphs 1 through 15 as and for paragraph 16 of this Count I.

17. Under the Agreement, Seller agreed to, "without further consideration, take all steps reasonably necessary to place Purchaser in possession and operating control of the Assets... ." (Exhibit A, §1.05.) The Agreement expressly defines Assets to include "[a]ll patient lists, equipment, files and patient records, and all operating data and records relating to the Dental Practice... ." (Exhibit A, §1.01-1.)

18. Seller never provided Tujetsch with any patient lists. Seller's failure to provide Tujetsch with a list of Active Patients or any other patient lists, constitutes a breach of the obligation to place Tujetsch in "possession and operating control of" "[a]ll patient lists ... relating to the Dental Practice.... ." (Exhibit A, §§1.01-1 and 1.05.)

19. Pursuant to the Agreement, Seller represented that "[n]o consent, approval or authorization of ... any other entity or person not a party to this Agreement is required for the consummation of the transactions described in this Agreement.... ." (Exhibit A, §3.08.)

20. Shortly after the closing of the Agreement and repeatedly thereafter, Tujetsch began contacting Pusateri and requested the patient list identifying the 1200 patients of the Dental Practice. Tujetsch needed the patient list to contact the Dental Practice's customers. Without the patient list the Dental Practice has little value.

21. Pusateri never provided Tujetsch with a patient list for 1200 Active Patients in breach of the Agreement.

22. Instead of providing Tujetsch with the patient list, Pusateri directed Tujetsch to contact the Dental Practice's billing agency, First Pacific Corporation ("First Pacific").

23. Tujetsch repeatedly contacted First Pacific and Pusateri and requested information (and the dental records) regarding the alleged 1200 Active Patients of the Dental Practice represented in the Agreement. Neither Pusateri nor First Pacific provided Tujetsch with access to the records or data that purportedly establish the basis for the number of Active Patients. Upon information and belief, Pusateri permitted First Pacific Corporation to delete a substantial portion of First Dental's patient records relating to the Dental Practice and the number of Active Patients.

24. Pusateri's failure to preserve the data files relating to the Dental Practice's purported 1200 Active Patients, and his failure to provide Tujetsch with access to these files and data, relating to the Dental Practice, constitutes a breach of the obligation to place Tujetsch in "possession and operating control of" "[a]ll ... patient records, and all other operating data and records relating to the Dental Practice.... ." (Exhibit A, §§1.01-1 and 1.05.)

25. Had Tujetsch been aware that the foregoing breaches would occur, she would not have entered into the Agreement or the Lease.

26. Defendants' breaches of the Agreement have caused Tujetsch substantial damages pursuant to her entry into the Agreement and Lease.

27. Under §4.05, Indemnification by Seller, Seller agreed to indemnify and hold Tujetsch harmless for: "(c) any and all loss, liability, deficiency, or damage suffered or incurred by [Tujetsch] by reason of any ... non-fulfillment of any covenant or agreement by Seller contained in this Agreement . . ." (Exhibit A, §4.05(c)).

28. Seller's breaches of its performance obligations under the Agreement resulted in Tujetsch bringing this action. Pursuant to §4.05(e), Purchaser is entitled to all "costs, and expenses, including without limitation, legal fees and expenses" for damages resulting from Seller's "non-fulfillment" of obligations under the agreement. Pursuant to §7.01 and §7.02 of the Agreement, Seller's breaches entitle Purchaser to terminate the agreement, recover damages, and secure a release from all "obligations arising under this Agreement." Tujetsch notified defendants of the breach of the Agreement on or about October 24, 2005.

PRAAYER FOR RELIEF (Count I)

WHEREFORE, the Plaintiff, Mary A. Tujetsch, respectfully requests that this Court grant the following relief:

- (a) Judgment and order that Defendants (First Dental and Todd Pusateri) breached the Agreement between Mary A. Tujetsch and Defendant First Dental;
- (b) Cancellation of the Lease between Mary A. Tujetsch and Defendants (FDOP and Todd Pusateri);
- (c) Judgment and order that requires Defendants (First Dental and Todd Pusateri) pay Mary A. Tujetsch all damages arising out of defendant's breaches of the Agreement in an amount to be determined at trial but over \$75,000;
- (d) Judgment and order that requires Defendants (First Dental and Todd Pusateri) to pay Mary A. Tujetsch all damages relating to the Lease in an amount to be determined at trial but over \$75,000;
- (e) An award of all litigation expenses, including attorneys fees, in accordance with Section 4.05(c) and 4.05(e) of the Agreement;
- (f) An award of prejudgment interest for damages arising out of Defendants breaches dating from October 24, 2005;
- (g) Such other and further relief as the Court deems just and equitable.

**COUNT II – BREACH OF CONTRACT
ACCURACY OF REPRESENTATIONS AND WARRANTIES**

29. Tujetsch repeats and re-alleges paragraphs 1 through 15 as and for paragraph 29 of this Count II.

30. After acquiring the Dental Practice, Tujetsch sought to determine the actual number of Active Patients. In this regard, Tujetsch reviewed patient files and communicated with First Pacific Corporation, a third party provider who administered the patient billing for First Dental. This review indicates that there were less than 700 active patients that had been treated at the Dental Practice in the two years prior to the sale, compared to the approximately 1200 Active Patients that Pusateri represented and warranted to Tujetsch.

31. The inaccuracy of the representations relating to the number of Active Patients constitutes a breach of the Agreement's guarantee with regard to the accuracy of all

representations and warranties and the guarantee that no representations contained in the Agreement, were misleading. (Exhibit A, §3.11.)

32. Additionally, the Agreement expressly states that “Seller represents that all equipment is working and in good order.” (Exhibit A, §1.01-2.)

33. The dental equipment was not in good order, as represented by Pusateri and in the Agreement. Tujetsch incurred substantial expenses repairing and replacing equipment transferred to Tujetsch as part of the Agreement.

34. The inaccuracy of the representations relating to the condition of the equipment constitutes a breach of the Agreement’s guarantee with regard to the accuracy of all representations and warranties. (Exhibit A, §3.11.)

35. Had Tujetsch been aware that the foregoing breaches would occur, she would not have entered into the Agreement or the Lease.

36. Defendants’ breaches of the Agreement have caused Tujetsch substantial damages pursuant to her entry into the Agreement and Lease.

37. Under §4.05, Indemnification by Seller, Seller agreed to indemnify and hold Tujetsch harmless for: “(c) any and all loss, liability, deficiency, or damage suffered or incurred by [Tujetsch] by reason of any untrue representation, breach of warranty, or non-fulfillment of any covenant or agreement by Seller contained in this Agreement . . .” (Exhibit A, §4.05(c)).

38. Seller’s breaches of its representations and warranties to Tujetsch as described above, resulted in Tujetsch bringing this action. Pursuant to §4.05(e), Purchaser is entitled to all “costs, and expenses, including without limitation, legal fees and expenses” for damages resulting from “any untrue representation [or] breach of warranty.” Pursuant to §7.01 and §7.02 of the Agreement, Seller’s breaches entitle Purchaser to terminate the agreement, recover

damages, and secure a release from all “obligations arising under this Agreement.” Tujetsch notified defendants of the breach of the Agreement on or about October 24, 2005.

PRAAYER FOR RELIEF (Count II)

WHEREFORE, the Plaintiff, Mary A. Tujetsch, respectfully requests that this Court grant the following relief:

- (a) Judgment and order that Defendants (First Dental and Todd Pusateri) breached the Agreement between Mary A. Tujetsch and Defendant First Dental;
- (b) Cancellation of the Lease between Mary A. Tujetsch and Defendants (FDOP and Todd Pusateri);
- (c) Judgment and order that requires Defendants (First Dental and Todd Pusateri) pay Mary A. Tujetsch all damages arising out of defendant’s breaches of the Agreement in an amount to be determined at trial but over \$75,000;
- (d) Judgment and order that requires Defendants (First Dental and Todd Pusateri) to pay Mary A. Tujetsch all damages relating to the Lease in an amount to be determined at trial but over \$75,000;
- (e) An award of all litigation expenses, including attorneys fees, in accordance with Section 4.05(c) and 4.05(e) of the Agreement;
- (f) An award of prejudgment interest for damages arising out of Defendants breaches dating from October 24, 2005;
- (g) Such other and further relief as the Court deems just and equitable.

COUNT III – FRAUD IN THE INDUCEMENT

39. Tujetsch repeats and re-alleges paragraphs 1 through 15 as and for paragraph 39 of this Count III.

40. Upon information and belief, at the time Pusateri made representations to Tujetsch regarding the number of Active Patients, Pusateri knew or should have known that such representation was false. Pusateri knew the Dental Practice did not contain 1200 patient files

and, therefore, could not have had 1200 Active Patients as told to Tujetsch and represented in the Agreement.

41. Pusateri made the representations regarding the number of active patients, as President of First Dental, to fraudulently induce Tujetsch to enter into the Agreement and the Lease.

42. Tujetsch relied upon Defendant's representations regarding the number of active patients in electing to enter into the Agreement and the Lease. Pusateri was aware of Tujetsch's reliance on these specific representations.

43. Following the sale of the Dental Practice, Pusateri prevented Tujetsch from obtaining a true and correct number of active patients by failing to provide Tujetsch with a patient list.

44. Under the Agreement, the Seller guaranteed the accuracy of all representations, including the number of Active Patients, and further guaranteed that no representations contained in the Agreement, were misleading. The Agreement further provides that the Seller recognizes and agrees to Buyer's reliance on all representations made in the Agreement.

45. After acquiring the Dental Practice, Tujetsch sought to determine the actual number of Active Patients. In this regard, Tujetsch has reviewed patient files and communicated with First Pacific Corporation, a third party provider who administered the patient billing for First Dental. This review indicates there were less than 700 active patients that had been treated at the Dental Practice in the two years prior to the sale, compared to the approximately 1200 Active Patients that Pusateri reported to Tujetsch.

46. Prior to the execution of the Agreement, Pusateri represented to Tujetsch that all of the dental equipment, which would be transferred to Tujetsch as part of the Agreement, was in

good working condition. The Agreement expressly states that "Seller represents that all equipment is working and in good order." (Exhibit A, §1.01-2.)

47. Defendant, Pusateri's representations regarding the condition of the medical equipment further induced Tujetsch to enter into the Agreement.

48. The dental equipment was not in good condition, as represented by Pusateri and in the Agreement. Tujetsch incurred substantial expenses repairing and replacing equipment transferred to Tujetsch as part of the Agreement.

49. Tujetsch would not have entered into the Agreement, if she had knowledge of the true number of Active Patients and/or the true condition of the dental equipment. The Agreement as proposed was not economically feasible under the true facts. Tujetsch reasonably relied upon Defendants representations in electing to proceed with the Agreement and the Lease.

50. Because Tujetsch would not have entered into the Agreement, had she known the true number Active Patients, she also would not have entered into the Lease, as required by Section 6.03 of the Agreement.

51. Defendants' fraudulent acts and omissions have caused Tujetsch substantial damages arising out of the Agreement and the Lease.

52. Plaintiff notified Defendants of her estimate of the number of active patients and the substantial discrepancy with the representations in the Agreement on or about October 24, 2005.

PRAYER FOR RELIEF (Count III)

WHEREFORE, the Plaintiff, Mary A. Tujetsch, respectfully requests that this Court grant the following relief:

- (a) Judgment and order that Defendants fraudulently induced Mary A. Tujetsch to enter into the Agreement and the Lease;

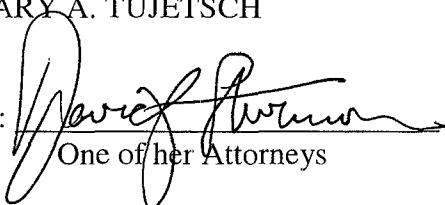
- (b) Cancellation of the Lease between Mary A. Tujetsch and Defendants (FDOP and Todd Pusateri);
- (c) Judgment and order that requires Defendants (First Dental and Todd Pusateri) pay Mary A. Tujetsch all damages, including restitution, arising out of Defendant's fraudulent representations of the Agreement;
- (d) Judgment and order that requires Defendants (First Dental and Todd Pusateri) to pay Mary A. Tujetsch all damages relating to the Lease;
- (e) An award of Attorneys Fees;
- (f) An award of prejudgment interest;
- (g) Such other and further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

MARY A. TUJETSCH

By:



One of her Attorneys

David E. Stevenson (#6181112)
Williams, Montgomery & John, Ltd.
20 North Wacker Drive – Suite 2100
Chicago, IL 60606
312.443.3200 (Phone)
312.630-8500 (Fax)
Firm I.D. #04933

Document #: 748750

EXHIBIT A

ASSET PURCHASE AGREEMENT

between

MARY A. TUJETSCH, DDS
"PURCHASER"

and

FIRST DENTAL, PC
"SELLER"

Dated June 27, 2004

 ASSET PURCHASE AGREEMENT

DATED: June 27, 2004

BETWEEN: Mary A. Tujetsch, DDS, "Purchaser"
55 East Washington Street, Suite 2121
Chicago, IL 60602

AND: First Dental, PC, an Illinois professional corporation, "Seller"
8 West Gartner, Suite 124
Naperville, IL 60540

Seller is the owner of the dental practice located at 7714 159th Street, Orland Park, IL 60462 (hereinafter, the Dental Practice). Seller desires to sell, and Purchaser desires to purchase, substantially all of the assets associated with the Dental Practice on the terms and conditions set forth in this Agreement, but none of its liabilities unless specifically assumed, and none of its shares of stock. Seller has represented that the Dental Practice has ~~1200~~ ¹²⁰⁰ active patients, who have been treated within the previous twelve months. *Twenty four months according to First Pacific Corporation Software.*

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE I
Purchase and Sale of Assets

1.01 Purchase and Sale. Subject to all the terms and conditions of this Agreement and for the consideration herein stated, on the Closing Date, as that term is defined in Section 1.06, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, free and clear of all encumbrances, and Purchaser agrees to purchase and accept from Seller, all of the assets, properties and rights of Seller (other than the assets specified in Section 1.02), tangible and intangible, wherever located, that are used or useful to maintain and operate the Dental Practice, which assets (the Assets) shall include without limitation:

1.01-1 All patient lists, equipment , files and patient records, and all other operating data and records relating to the Dental Practice, including without limitation financial, accounting and credit records, correspondence, budgets, engineering and facility records and other similar documents and records. Inactive records are to be returned to Seller two years after closing.

1.01-2 All other items of tangible personal property of Seller used in connection with or associated with the Dental Practice, including furniture, fixtures, equipment, supplies, inventory and spare and replacement items therefor, and all such items acquired by Seller after the date hereof and on or before the Closing Date, other than to the extent such items are disposed of by Seller prior to the Closing Date in the ordinary course of practice. Seller represents that all equipment is working and in good order. Seller asserts that all equipment is in compliance with municipal, county, state, and federal laws. Seller assumes risk of loss of tangible assets prior to, but not subsequent to, closing.

1.01-3 All rights, benefits and interests of the Dental Practice under the contracts and agreements specifically assumed by Purchaser for provision of dentistry services including without

limitation contracts with third payers, dentists or other professionals, and under any contracts, agreements, commitments, understandings, purchase orders, documents or instruments entered into between the date hereof and the Closing Date and expressly assumed by Purchaser in writing on the Closing Date, other than to the extent such items have terminated, expired or been disposed of by Seller prior to the Closing Date without breach of this Agreement (collectively, the Contracts);

1.01-4 All assignable rights to all telephone lines and numbers used in the conduct of the Dental Practice; and

1.01-5 For one year subsequent to closing, Purchaser may use the name "First Dental of Orland Park," but only for the purpose of marketing the Dental Practice within a 20-mile radius of it. Purchaser shall not use any other name which includes the words "First Dental". No later than eighteen months subsequent to closing, Purchaser shall cease and desist using the name "First Dental of Orland Park".

1.01-6 The assets include the following equipment: eight waiting room chairs, Canon copier, Telecheck-credit card terminal, calculator, stapler, tape dispenser, file cabinet under copier, patient chart cabinet, corner desk in business front area, two office chairs, three business 4-line phones, one business 2-line phones, network hub, two waste cans, shredder, vacuum, microwave, card table and two chairs, three folding chairs in operatories, TV/VCR in operatory #4. The assets do not include the following equipment: any property of Innovative Chiropractic, fax machine, end table in waiting room, decorative pictures, refrigerator, large garbage can in furnace room, stereo, any property of Seller-Landlord, ladder, broom, mop, light bulb changing stick.

1.02 Excluded Assets. The Assets shall not include the following:

1.02-1 All cash assets of the Dental Practice, notes and accounts receivable, automobiles, real estate, and personal items of Seller. Re-do's of work originally performed before closing and completed subsequent to closing may be charged and collected by Purchaser, and do not constitute accounts receivable. Completion of work subsequent to closing which was originally begun prior to closing may be charged and collected by Purchaser, and do not constitute accounts receivable.

1.02-2 No liabilities of Seller whatsoever, whether in tort or contract or otherwise, are being transferred to or acquired by Purchaser hereunder, unless specifically assumed and scheduled hereunder. Buyer does not assume and will not be responsible for any known, unknown, or contingent liabilities of Seller incurred by any means including, but not limited to, professional malpractice or personal injury of any nature, including liabilities related to Seller's employees prior to closing. Seller is responsible for all payroll, tax liability, sales tax liability, if any, prior to closing.

1.02-3 The assets do not include the following: any property of Innovative Chiropractic, file cabinet next to copier machine, shelves containing vitamins, cabinet under fax machine, cabinetry in operatory, cabinetry in sterilization area, cabinetry at front desk, carpets, light fixtures, countertops, window treatments, ceiling speakers, TV and computer monitor mounts, bathroom fixtures, and magazine rack. The assets do not include any property of First Pacific Corporation, including its computers, monitors, keyboards, battery backup, computer speakers, laser printer, color printer, computer software, and computer connections.

1.02-4 Plants, trees, decorations, and pictures may be changed by Purchaser in cooperation with Innovative Chiropractic or other current tenant.

1.03 Purchase Price. The purchase price for the Assets (the Purchase Price) shall be the following:

1.03-1 One Hundred Sixty Five Thousand and 00/100ths (\$165,000.00) Dollars is the full purchase price. The sum of Five Thousand (\$5,000.00) Dollars has been deposited, and represents Purchaser's earnest money deposit ("Earnest Money"). The full purchase price minus the Earnest Money shall be paid by Purchaser to Seller at closing, by certified or official check.

1.04 Instruments of Conveyance and Transfer. The sale of the Assets, and the conveyance, assignment, transfer and delivery of all of the Assets shall be affected by Seller's execution and delivery to Purchaser, on the Closing Date, of a bill of sale in substantially the form of the Assignment and Bill of Sale attached hereto as Exhibit A. At time of closing, personal property, bio-hazardous property, and inactive patient files are to be moved at Seller's expense.

1.05 Further Assurances. Seller agrees that, at any time and from time to time on and after the Closing Date, they will, upon the request of Purchaser and without further consideration, take all steps reasonably necessary to place Purchaser in possession and operating control of the Assets and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, deeds, assignments, conveyances, transfers, or assurances as reasonably required to sell, assign, convey, transfer, grant, assure and confirm to Purchaser, or to aid and assist in the collection of or reducing to possession by Purchaser of, all of the Assets, or to vest in Purchaser good, valid and marketable title to the Assets.

1.06 Closing. The consummation of the transactions contemplated by this Agreement (the Closing) shall take place on July 1, 2004, or at another date, time and place agreed upon in writing by the parties (the Closing Date), but Purchaser shall take possession of the Dental Practice on June 30, 2004.

1.07 Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as follows, and Purchaser and Seller shall be bound by that allocation in reporting the transactions contemplated by this Agreement to any governmental authority (including without limitation the Internal Revenue Service):

- (a) Twenty-Five Thousand (\$25,000.00) Dollars for dental equipment;
- (b) Four Thousand (\$4,000.00) Dollars for hand instruments and dental supplies;
- (c) Five Thousand (\$5,000.00) Dollars for furniture and office equipment;
- (d) One Hundred Thirty One (\$131,000.00) Dollars for goodwill;

ARTICLE II **Representations and Warranties of Purchaser**

Purchaser, represents and warrants to Seller as follows:

2.01 Authorization. This Agreement has been duly executed and delivered by Purchaser and is binding upon and enforceable against her in accordance with its terms;

2.02 Compliance. The execution, delivery and performance of this Agreement by Purchaser, the compliance by Purchaser with the provisions of this Agreement and the consummation of the transactions described in this Agreement will not conflict with or result in the breach of any of the terms or provisions of or constitute a default under:

2.02-1 any note, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Purchaser is a party or by which Purchaser is bound; or

2.02-2 any statute or any order, rule, regulation or decision of any court or regulatory authority or governmental body applicable to Purchaser.

2.03 Consents. Except for the consent of Purchaser's principal bank, no consent, approval, authorization, order, designation or declaration of any court or regulatory authority or governmental body, federal or other, or third person is required to be obtained by Purchaser for the consummation of the transactions described in this Agreement.

2.04 Accuracy of Representations & Warranties. None of the representations or warranties of Purchaser contains or will contain any untrue statement of any material fact or omits or misstates a material fact necessary to make the statements contained in this Agreement not misleading.

ARTICLE III **Representations and Warranties of Seller**

3.01 Corporate Existence; Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and has all necessary corporate power and authority to own, lease and operate the property and assets and to carry on the business as now conducted and as proposed to be conducted. Seller owns all of the assets of the Dental Practice. Seller has full power and authority to enter into this Agreement and to carry out its terms. This Agreement has been duly and validly executed and delivered by Seller and is binding upon and enforceable against Seller in accordance with its terms.

3.02 No Adverse Consequences. Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated by this Agreement will

3.02-1 result in the creation or imposition of any lien, charge or encumbrance on the Seller's assets or property,

3.02-2 violate or conflict with any provision of Seller's articles of incorporation or bylaws,

3.02-3 violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority applicable to Seller, or

3.02-4 either alone or with the giving of notice or the passage of time or both, conflict with, constitute grounds for termination or acceleration of, result in the breach of the terms, conditions

or provisions of, result in the loss of any benefit to Seller under or constitute a default under any agreement, instrument, license or permit to which Seller is a party or is bound.

3.03 Brokers and Finders. Purchaser acknowledges and understands that no brokers or finders have been used in this transaction or are otherwise entitled to any fee.

3.04 Litigation. There is no claim, litigation, proceeding or investigation of any kind pending or threatened by or against the Dental Practice, and, to the best knowledge of Seller, there is no basis for any such claim, litigation, proceeding or investigation.

3.05 Compliance with Laws. Seller has at all relevant times conducted the Dental Practice in compliance with their respective articles of incorporation and bylaws and all applicable laws and regulations. The Dental Practice is not subject to any outstanding order, writ, injunction or decree, and have not been charged with, or threatened with a charge of, a violation of any provision of federal, state or local law or regulation.

3.06 Employment Matters.

3.06-1 Employment Agreements. Each of the employees of the Dental Practice is an at-will employee. There are no written employment, commission or compensation agreements of any kind between Seller and any of its employees at the Dental Practice.

3.07 Permits and Licenses. Seller and the shareholders of Seller hold and at all times have held, all licenses, permits, franchises, easements and authorizations (collectively, Permits) necessary for the lawful conduct of the Dental Practice pursuant to all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and other authorities having jurisdiction over it or any part of its operations, and there are no claims of violation by any such party of any Permit.

3.08 Consents and Approvals. No consent, approval or authorization of any court, regulatory authority, governmental body, or any other entity or person not a party to this Agreement is required for the consummation of the transactions described in this Agreement by Seller. Seller has obtained, or shall have obtained prior to the Closing, all consents, authorizations or approvals of any third parties required in connection with the execution, delivery or performance of this Agreement by Seller or the consummation of the transaction contemplated by this Agreement. Seller has made all registrations or filings with any governmental authority required for the execution or delivery of this Agreement or the consummation of the transaction contemplated hereby.

3.09 Records. The books of account of Seller and the Professional Corporation is complete and accurate in all material respects, and there have been no transactions involving the business of Seller and the Professional Corporation which properly should have been set forth therein and which have not been accurately so set forth. Complete and accurate copies of such books have been made available to Purchaser.

3.10 Reliance. Seller recognizes and agrees that, notwithstanding any investigation by Purchaser, Purchaser is relying upon the representations and warranties made by Seller in this Agreement.

3.11 Accuracy of Representations and Warranties. None of the representations or warranties of Seller contains or will contain any untrue statement of any material fact or omits or

misstates a material fact necessary to make the statements contained in this Agreement not misleading. Seller does not know of any fact that has resulted or that, in the reasonable judgment of Seller will result, in any material adverse change in Seller's business, results of operation, financial condition or prospects that has not been set forth in this Agreement.

ARTICLE IV

Covenants

4.01 Access to Properties, Books and Records. Prior to the Closing Date, Seller shall, at Purchaser's request, afford or cause to be afforded to the agents, attorneys, accountants and other authorized representatives of Purchaser reasonable access during normal business hours to all employees, properties, books and records of the Dental Practice and shall permit such persons, at Purchaser's expense, to make copies of such books and records. Purchaser shall treat, and shall cause all of their agents, attorneys, accountants and other authorized representatives to treat, all information obtained pursuant to this Section 4.01 as confidential. No investigation by Purchaser or any of her authorized representatives pursuant to this Section 4.01 shall affect any representation, warranty or closing condition of any party hereto or Purchaser's rights to indemnification.

4.02 Negative Covenants. Except as otherwise permitted by this Agreement or with the prior written consent of Purchaser, prior to the Closing Date, Seller shall not, in connection with the Dental Practice:

4.02-1 Mortgage, pledge, otherwise encumber or subject to lien any of its assets or properties, tangible or intangible, or commit itself to do any of the foregoing;

4.02-2 Except in the ordinary and usual course of its business and in each case for fair consideration, dispose of, or agree to dispose of, any of its assets or lease or license to others, or agree so to lease or license, any of its assets;

4.02-3 Acquire any assets which would be material to the Dental Practice other than assets acquired in the ordinary and usual course of business and consistent with past practices;

4.02-4 Enter into any transaction or contract or make any commitment to do the same;

4.02-5 Increase the wages, salaries, compensation, pension or other benefits payable, or to become payable by it, to any of its employees or agents, including without limitation any bonus payments or severance or termination pay, other than increases in wages and salaries required by employment arrangements existing on the date hereof or otherwise in the ordinary and usual course of its business;

4.02-6 Agree or commit to do any of the foregoing.

4.03 Affirmative Covenants. Except as otherwise permitted by this Agreement or with the prior written consent of Purchaser, prior to the Closing Date, Seller shall:

4.03-1 Operate the Dental Practice, including collecting receivables and paying payables, as presently operated and only in the ordinary course and consistent with past practices;

4.03-2 Advise Purchaser in writing of any litigation or administrative proceeding that challenges or otherwise materially affects the transactions contemplated hereby;

4.03-3 Use its best efforts to maintain all of the Tangible Personal Property in good operating condition, reasonable wear and tear excepted, consistent with past practices, and take all steps reasonably necessary to maintain their intangible assets;

4.03-4 Not cancel or change any policy of insurance (including self-insurance) or fidelity bond or any policy or bond providing substantially the same coverage;

4.03-5 Maintain, consistent with past practices, all inventories, spare parts, office supplies and other expendable items;

4.03-6 Use its best efforts to retain all employees;

4.03-7 Maintain its books and records in accordance with past practices;

4.03-8 Pay and discharge all taxes, assessments, governmental charges and levies imposed upon it, its income or profits or upon any property belonging to it, in all cases prior to the date on which penalties attach thereto; and

4.03-9 Comply with all laws, rules and regulations applicable to the Dental Practice.

4.04 Employees. Seller shall be responsible for and shall pay and discharge all obligations to such employees arising out of or in connection with their employment prior to Closing.

4.05 Indemnification by Seller

Seller indemnifies and agrees to defend, indemnify, and hold Purchaser harmless from, against, and in respect of the following:

(a) any and all debts, liens, liabilities, or obligations of Seller, direct or indirect, fixed, contingent, or otherwise existing before the Closing Date, including, but not limited to, any liabilities arising out of any act, transaction, circumstance, state of facts, actions or inactions of employees, or violation of law that occurred or existed before the Closing Date, whether or not then known, due, or payable, and irrespective of whether the existence thereof is disclosed to Purchaser in this Agreement or any schedule hereto;

(b) any and all loss, liability, deficiency, or damage suffered or incurred by Purchaser as a result of any default by Seller existing on the Closing Date, or any event of default occurring prior to the Closing Date that with the passage of time would constitute a default, under any material contract or other agreement assumed by Purchaser under this Agreement;

(c) any and all loss, liability, deficiency, or damage suffered or incurred by Purchaser by reason of any untrue representation, breach of warranty, or non-fulfillment of any covenant or agreement by Seller contained in this Agreement or in any certificate, document, or instrument delivered to Purchaser hereunder or in connection herewith;

(d) any claim for a finder's fee or brokerage or other commission by any person or entity for services alleged to have been rendered at the instance of Seller with respect to this

Agreement or any of the transactions contemplated hereby; and

- (e) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including, without limitation, legal fees and expenses, incident to any of the foregoing or incurred in purchaser's successful enforcement of this indemnity.
- (f) any violations of municipal, state, or federal law committed prior to closing.

4.06 Indemnification by Purchaser

Purchaser hereby agrees to indemnify and hold Seller harmless from, against, and in respect of:

- (a) any and all debts, liabilities, or obligations of Purchaser, direct or indirect, fixed, contingent, or otherwise accruing after the Closing Date;
- (b) any and all loss, liability, deficiency, or damage suffered or incurred by Seller resulting from any untrue representation, breach of warranty, or non-fulfillment of any covenant or agreement by Purchaser contained in this Agreement or in any certificate, document, or instrument delivered to Seller pursuant hereto or in connection herewith;
- (c) any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including, without limitation, legal fees and expenses, incident to any of the foregoing or incurred in Seller's successful enforcement of this indemnity, except those resulting from Seller's duties and obligations as landlord of Purchaser's leased premises.

4.07 Third-Party Claims

(a) In order for Purchaser or Seller, as the case may be, to be entitled to any indemnification provided for hereunder, in respect of, arising out of, or involving a claim made by any person, firm, governmental authority, or corporation other than the Purchaser or Seller, or their respective successors, assigns, or affiliates, against the indemnified party, the indemnified party must notify the indemnifying party in writing of such third-party claim promptly after receipt by the indemnified party of written notice of the third-party claim, and the indemnified party shall deliver to the indemnifying party, within 20 days after receipt by the indemnified party, copies of all notices relating to the third-party claim.

(b) If a third-party claim as set forth in subsection (a) hereof is made against an indemnified party, the indemnifying party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party, provided such counsel is not reasonably objected to by the indemnified party. Should the indemnifying party elect to assume the defense of such a third-party claim, the indemnifying party will not be liable to the indemnified party for any legal expenses subsequently incurred by the indemnified party in connection with the defense thereof. If the indemnifying party elects to assume the defense of such a third-party claim, the indemnified party will cooperate fully with the indemnifying party in connection with such defense.

(c) If the indemnifying party assumes the defense of a third-party claim, then in no event will the indemnified party admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without the indemnifying party's prior written consent, and the indemnified party will agree to any settlement, compromise, or discharge of a third-party claim that the indemnifying party may recommend that releases the indemnified party completely in connection with the third-party claim.

(d) In the event the indemnifying party shall assume the defense of any third-party claim, the indemnified party shall be entitled to participate in, but not control, the defense with its own counsel at its own expense. If the indemnifying party does not assume the defense of any such third-party claim, the indemnified party may defend the claim in a manner as it may deem appropriate, and the indemnifying party will reimburse the indemnified party promptly;

ARTICLE V Joint Covenants

Purchaser and Seller covenant and agree that they will act in accordance with the following:

5.01 Governmental Consents. Promptly following the execution of this Agreement, the parties will proceed to prepare and file with the appropriate governmental authorities any requests for approval or waiver, if any, that are required from governmental authorities in connection with the transactions contemplated hereby, and the parties shall diligently and expeditiously prosecute and cooperate fully in the prosecution of such requests for approval or waiver and all proceedings necessary to secure such approvals and waivers. Purchaser is not responsible for obtaining governmental consents regarding the physical structure of the building owned by Seller.

5.02 Best Efforts; No Inconsistent Action. Each party will use its best efforts to effect the transactions contemplated by this Agreement and to fulfill the conditions to the obligations of the other parties set forth in Article 6 or 7 of this Agreement. No party will take any action inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement, except that nothing in this Section 5.02 shall limit the rights of the parties under Articles 6, 7 and 8.

ARTICLE VI Conditions to Obligations of Seller

The obligations of Seller under Article I are, at their option, subject to satisfaction, at or prior to the Closing, of each of the following conditions:

6.01 Representations, Warranties and Covenants.

6.01-1 All representations and warranties of Purchaser made in this Agreement shall in all material respects be true and complete on and as of the Closing Date with the same force and effect as if made on and as of that date.

6.01-2 All of the terms, covenants and conditions to be complied with and performed by Purchaser on or prior to the Closing shall in all material respects have been complied with or performed by Purchaser.

6.02 Adverse Proceedings.

No suit, action, claim or governmental proceeding shall have been instituted or threatened

against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, Purchaser or Seller to restrain or prohibit this Agreement or the transactions contemplated by this Agreement.

6.03 Lease

At or before closing, Purchaser shall execute a five-year lease for the offices of the Dental Practice at 7714 159th Street, Orland Park, IL 60462, at which Seller is Lessor. Initial monthly rent shall be Two Thousand Four Hundred (\$2,400.00) Dollars, and monthly rent will increase each year by a Five Per Cent (5%) increment over the previous year's monthly rent. The said required lease will also provide that Purchaser-Lessee shall pay monthly supplemental rent of Three Hundred Seventy-Five (\$375.00) Dollars for reimbursement to Lessor of common area maintenance expenses, including but not limited to, lessee's pro-rata share of utility and other expenses for the entire building. Seller-Lessor shall account to Purchaser-Lessee at least semi-annually for such common area expenses, and shall either reimburse Purchaser for any over-payments made by Purchaser toward pro-rata common area maintenance expenses, or shall bill Purchaser for any such under-payments made by Purchaser, which billing Purchaser shall pay by its due date.

ARTICLE VII

Termination

7.01 Right of Parties to Terminate. This Agreement may be terminated:

7.01-1 by Purchaser, if any of the authorizations, consents, approvals, filings or registrations described above shall have been denied, not permitted to go into effect or obtained on terms not reasonably satisfactory to Purchaser and all reasonable final appeals shall have been exhausted;

7.01-2 by Purchaser, if Seller shall have breached any of their obligations hereunder in any material respect;

7.01-3 by Seller, if Purchaser shall have breached any of its obligations hereunder in any material respect; or

7.02 Effect of Termination. If either Purchaser or Seller decides to terminate this Agreement, such party shall promptly give written notice to the other party to this Agreement of such decision. In the event of a termination, the parties hereto shall be released from all liabilities and obligations arising under this Agreement, with respect to the matters contemplated by this Agreement, other than for damages arising from a breach of this Agreement.

ARTICLE VII

Confidentiality; Press Releases

8.01 Confidentiality.

8.01-1 No information concerning Seller not previously disclosed to the public or in the public domain that has been furnished to or obtained by Purchaser under this Agreement or in connection

with the transactions contemplated hereby shall be disclosed to any person other than in confidence to employees, legal counsel, financial advisers or independent public accountants of Purchaser or used for any purpose other than as contemplated herein. If the transactions contemplated by this Agreement are not consummated, Purchaser shall hold such information in confidence for a period of four years from the date of any termination of this Agreement, and all such information that is in writing or embodied on a diskette, tape or other tangible medium shall be promptly returned to Seller.

8.01-2 No information concerning Purchaser not previously disclosed to the public or in the public domain that has been furnished to or obtained by Seller under this Agreement or in connection with the transactions contemplated hereby shall be disclosed to any person other than in confidence to the employees, legal counsel, financial advisers or independent public accountants of Seller or used for any purpose other than as contemplated herein. If the transactions contemplated by this Agreement are not consummated, Seller shall hold such information in confidence for a period of four years from the date of any termination of this Agreement, and all such information that is in writing or embodied on a diskette, tape or other tangible medium shall be promptly returned to Purchaser.

8.01-3 Notwithstanding the foregoing, such obligations of Purchaser and of Seller shall not apply to information

- (a) that is, or becomes, publicly available from a source other than Purchaser or Seller, as the case may be;
- (b) that was known and can be shown to have been known by Purchaser at the time of its receipt from Seller, or by Seller at the time of its receipt from Purchaser, as the case may be;
- (c) that is received by Purchaser from a third party without breach of this Agreement by Purchaser, or is received by Seller from a third party without breach of this Agreement by Seller, as the case may be;
- (d) that is required by law to be disclosed; or
- (e) that is disclosed in accordance with the written consent of Purchaser or of Seller, as the case may be.

ARTICLE IX

Other Provisions

9.01 Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns forever. No party hereto may voluntarily or involuntarily assign such party's interest under this Agreement without the prior written consent of the other parties.

9.02 Entire Agreement. This Agreement and the Schedules and Exhibits referred to herein embody the entire agreement and understanding of the parties and supersede any and all prior agreements, arrangements and understandings relating to matters provided for herein.

9.03 Fees and Expenses. Purchaser shall be solely responsible for all costs and expenses incurred by her, and Seller shall be solely responsible for all costs and expenses incurred by Seller, in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

9.04 Amendment, Waiver, etc. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the party against which enforcement of such amendment or waiver is sought. Any waiver of any term or condition of this Agreement or any breach hereof shall not operate as a waiver of any other such term, condition or breach, and no failure to enforce any provision hereof shall operate as a waiver of such provision or of any other provision hereof.

9.05 Headings. The headings are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

9.06 Governing Law. The construction and performance of this Agreement will be governed by the laws of the State of Illinois.

9.07 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing; shall be delivered personally, including by means of telecopy, or mailed by registered or certified mail, postage prepaid and return receipt requested; shall be deemed given on the date of personal delivery or on the date set forth on the return receipt; and shall be delivered or mailed to the addresses or telecopy numbers set forth on the first page of this Agreement or to such other address as any party may from time to time direct, with copies to:

In the case of Seller:

(847) 212-5620 *Office*
(847) 424 0200 *Office*

Steven H. Jesser
790 Frontage Road
Suite 110
Northfield, Illinois 60093
Facsimile: (800) 330-9710

Todd C. Pusateri, DDS
8 West Gartner
Naperville, IL 60540

In the case of Purchaser:

Mary A. Tujetsch, DDS

*55 E. Washington Suite 212
Chicago IL 60602
312-782-1396*

9.08 Breach; Equitable Relief. The parties acknowledge that the Dental Practice and rights of the parties described in this Agreement are unique and that money damages alone for breach of this Agreement may be inadequate. Any party aggrieved by a breach of the provisions hereof may bring an action at law or suit in equity to obtain redress, including specific performance, injunctive relief or any other available equitable remedy. Time and strict performance are of the essence in this Agreement.

9.09 Attorneys' Fees. If suit or action is filed by any party to enforce the provisions of this Agreement or otherwise with respect to the subject matter of this Agreement, each party shall bear its own legal fees, costs, and expenses.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

9.11 Covenant Not to Compete.

9.11-1. For a period of five (5) years after date of this Covenant, Seller shall not, in any capacity, own, manage, operate, control, participate in, be employed by, or be connected in any manner with the ownership, management, operation, control, or practice of any dental practice within a five (5) mile radius of 7714 159th Street, Orland Park, IL 60462.

9.11-2 During and after the closing as set forth in the Asset Purchase Agreement, Seller shall not disclose to any person or entity the names and addresses of any patients or suppliers or confidential or proprietary information of Purchaser, shall not disparage Purchaser, or solicit patients previously treated at the address set forth above, including those patients whose names were provided to Purchaser upon closing. Seller will cooperate in attempting to refer active and inactive patients of the Dental Practice to Purchaser, and will not refer such patients to other dentists.

9.11-3. Seller acknowledges that the restrictions imposed by this Covenant are fully

understood and will not preclude it from the gainful practice of dentistry.

9.11-4. Seller agrees that this Covenant is intended to protect and preserve legitimate business interests of Purchaser. It is further agreed that any breach of this Covenant may render irreparable harm to Purchaser. In the event of a breach by Seller, Purchaser shall have available to it all remedies provided by law or equity, including, but not limited to, temporary or permanent injunctive relief to restrain Seller and its past or former dentists from violating this Agreement. If Seller is found to be in breach of any part of the Covenant Not to Compete, Seller must immediately cease practicing at the site wherein the breach is occurring, and Purchaser may seek all injunctive, equitable, and/or legal remedies available to it under law, including damages.

9.11-7. This Covenant Not to Compete constitutes the entire agreement between the parties hereto with respect to the restrictive covenant herein. No change, modification, or amendment shall be valid unless the same is in writing, signed by the parties hereto; and specifically provides for amendment, change, or modification of this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged.

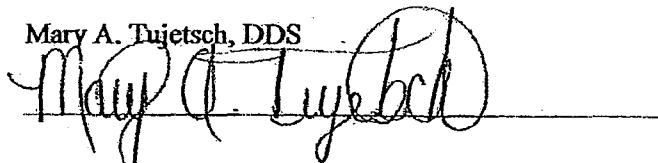
9.11-8. If any portion of this Covenant shall be, for any reason, declared invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect to the fullest extent permitted, and the invalid or unenforceable portion shall be reformed, if possible, so as to be valid and enforceable.

9.11-9 This Covenant shall be subject to and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

Mary A. Tujetsch, DDS

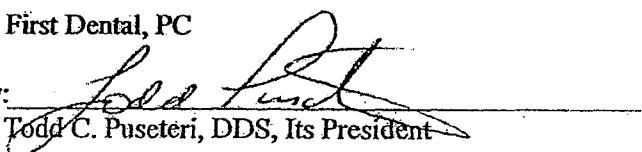


SELLER:

First Dental, PC

By:

Todd C. Puseteri, DDS, Its President



2 10

EXHIBIT A
ASSIGNMENT AND BILL OF SALE

Pursuant to the Asset Purchase Agreement dated June 27, 2004, (the Agreement) between Mary A. Tujetsch, DDS (Purchaser), and First Dental, PC (Seller), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell to Purchaser, all of Seller's right, title and interest in and to the Assets (as defined in the Agreement) and do hereby transfer, convey, grant and assign to Purchaser, all of Seller's right, title and interest in and to all of the Purchased Assets.

Seller hereby transfers the foregoing Assets free and clear of all liens, claims and encumbrances of every type whatsoever. This instrument will vest in Purchaser good and marketable title to the foregoing Assets, free and clear of all liens, claims and encumbrances.

IN WITNESS WHEREOF, Seller has caused this Assignment and Bill of Sale to be executed and delivered effective as of the close of business on June 27, 2004.

First Dental, PC

By:

Todd C. Pusateri, DDS, Its President

EXHIBIT B

LEASE

Dated as of June 28, 2004

by and between

First Dental of Orland Park, PC

LANDLORD

and

Mary A. Tuietsch, DDS

TENANT

7714 159TH STREET, ROOMS AND
ORLAND PARK, ILLINOIS 60462

LEASE COVER SHEET

For purposes of the Lease of which this Lease Cover Sheet is a part, the terms used therein shall have the following meanings:

Landlord: First Dental of Orland Park, PC

Landlord's Address: 8 West Gartner
Naperville, IL 60540

Tenant: Mary A. Tujetsch, DDS

Tenant's Address: 55 East Washington Street, Suite 2121
Chicago, IL 60602

Leased Premises: As delineated and described in Exhibit A hereto.

Common Address of Premises: 7714 159th Street, Rooms and ORLAND PARK, IL 60462

Commencement Date: July 1, 2004

Termination Date: June 30, 2009
with reference to market rate

Renewal Options: Provided that Tenant is not in default in the performance of this lease, Tenant shall have the option to renew the lease for an additional term of one (1) or three (3) years commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the base monthly rent shall be determined by landlord. The option shall be exercised by written notice given to Landlord specifying a one (1) or three (3) year term not less than one hundred eighty (180) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

Additional Rental Option: Provided that Tenant is not in default in the performance of this lease and the co-tenant chiropractic practice does not renew their lease, Tenant shall have the option to lease the entire private space and common space leased by the co-tenant chiropractic practice at the expiration of their lease on mutual terms and conditions, including, but not limited to, landlords base rent for the space.

Purchase Options: If and when Landlord should decide to sell the building, co-tenant chiropractic practice will be offered the first opportunity to purchase the building, upon mutual terms and conditions including, but not limited to, Landlord's price for the

building, which price is within his sole judgment and determination. If the co-tenant chiropractic practice does not purchase the building, Tenant shall have the next opportunity to purchase the building, upon mutual terms and conditions including, but not limited to , Landlord's price for the building, which price is within his sole judgement and determination. The option shall be exercised by written notice given to Landlord not greater than fourteen (14) days after option to purchase building is given to Tenant. If notice is not given in the manner provided herein within the time specified, this option shall expire.

Base Monthly Rent:

Lease Year	Monthly Rent	
7/1/04-6/30/05	\$2,400.00	
7/1/05-6/30/06	2,520.00	
7/1/06-6/30/07	2,646.00	
7/1/07-6/30/08	2,778.00	
7/1/08-6/30/09	2,917.00	

Security Deposit: \$2,400.00 plus \$2,400.00 deposit of first month's rent plus \$375.00 deposit of first month's additional rent.

Exhibit/Schedules: Exhibit A – Description of Premises

License of Illinois Dental Institute: Tenant shall allow access to the leased office space and operatories twelve times yearly to the Illinois Dental Institute (IDI), which is licensed to utilize said leased premises to present educational seminars. IDI will accommodate Tenant's scheduling, and will not schedule seminars for the times which Tenant schedules patients. IDI will provide Tenant at least sixty days notice of the dates and times at which it will use the premises, during which times no patients of Tenant are to be treated.

IDI will provide, on dates to be mutually agreed, coronal polishing or pit & fissure sealant certification training for up to twelve staff members of Tenant yearly, at no charge to tenant.

Vacation of Leased Premises: At the end of Tenant's lease term, Tenant will remove all of its dental equipment, and repair all holes in walls, floors, or ceilings; professionally cap and close all plumbing, repair any exposed wiring, electrical outlets, or plumbing.

LEASE

This lease, including by this reference its Lease Cover Sheet ("Lease"), is made this 28th day of June, 2004, by and between Landlord and Tenant, who hereby mutually covenant and agree as follows:

I. GRANT AND TERM

1.0 Grant. Landlord, for and in consideration of the rents herein reserved and the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, ~~Reems~~ _____ and _____ at 7714 159th Street, Orland Park, IL 60462, delineated on Exhibit A attached hereto (the "Leased Premises").

1.1 Term. The term of the Lease (the "Term") shall commence on the Commencement Date and shall end on the Termination Date (the "Initial Term"), unless sooner terminated as herein set forth.

II.
POSSESSION

2.0 Possession. Landlord shall deliver possession of the Leased Premises to Tenant on or before the Commencement Date in its condition as of the execution and delivery hereof, reasonable wear and tear excepted. Tenant has examined and inspected the Leased Premises and knows and understands its condition. No representations as to the condition and repair thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by Landlord, who makes no representations or warranties of any kind or nature whatsoever, whether written or oral, concerning the suitability of the Leased Premises for Tenant's intended use thereof as permitted by the terms of this Lease. Tenant has solely and exclusively relied on its independent investigation and evaluation of all such matters in entering into this Lease.

2.1 Signage. Tenant may place sign of similar material and matching lettering to the top half of existing outside free standing sign. If outside freestanding sign is replaced, Tenant will have first option for sign placement if multiple positions are available.

III.
PURPOSE

3.0 Purpose. The Leased Premises shall be used and occupied only for the operation of a dental practice and incidental office uses and for no other purpose whatsoever.

3.1 Uses Prohibited. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, in any manner which would violate any certificate of occupancy affecting the same, cause structural injury to the improvements, cause the value or usefulness of the Leased Premises, or any part thereof, to diminish, or constitute a public or private nuisance or waste.

IV.
RENT

4.0 Rent. Beginning with the Commencement Date, and continuing on the first day of each Month during the Initial Term and during any Renewal Term, as the case may be, hereof, Tenant shall pay the Monthly Rent to Landlord, at such place or places as Landlord may designate in writing from time to time, and in default of such designation then at the Landlord's Address. Any Monthly Rent which is not paid by the fifth day of each month shall bear interest at a rate equal to eighteen percent (18%) per annum from the due date until paid and a late fee of 5% of the Monthly Rent shall become payable as Additional Rent. Landlord's right to receive the interest and late fee described in this Section 4.0 shall not in any way limit any of Landlord's other remedies available under this Lease, at law or in equity.

4.1

Additional Rent. For Tenant's proportionate share of common expenses of the building, including but not limited to office cleaning and supplies, all utilities including water, janitorial services, gas and electric, waste removal, snow removal and lawn and landscape maintenance, Tenant shall pay to landlord estimated additional rent of \$375.00 per month with the regular monthly rent and shall be subject to the same late payment terms as set forth above. Additional rent shall be analyzed every six months and any overpayment or underpayment shall be determined and paid between the parties. Copies of all bills used in calculating additional rent will be provided to tenant upon written request. The Tenant shall provide her own phone system and all other usual and customary office equipment.

4.2

Shared Expenses: Tenant will share in the expense of the following building expenses, by reimbursing Sharing Tenant 50% of their total expenditure: light bulbs, paper towels, toilet paper, facial tissue, garbage bags, hand soap.

V.

SECURITY DEPOSIT

5.0 Security Deposit. Tenant shall deposit with Landlord, upon the execution of this Lease, the Security Deposit as security for the full and faithful performance by Tenant of each and every term, provision, covenant, and condition of this Lease. If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease including, but not limited to, payment of the Monthly Rent and Additional Rent, Landlord may use, apply, or retain the whole or any part of the Security Deposit for the payment of any such Monthly Rent or Additional Rent which is not paid when due, or for any other sum which the Landlord may expend or be required to expend by reason of Tenant's default including, without limitation, any damages or deficiency in the reletting of the Leased Premises, whether such damages or deficiency shall have accrued before or after any re-entry by Landlord. If any of the Security Deposit shall be so used, applied or retained by Landlord at any time or from time to time, Tenant shall promptly, in each such instance, on written demand therefor by Landlord, pay to Landlord such additional sum as may be necessary to restore the Security Deposit to the original amount set forth in the first sentence of this paragraph. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants, and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant within thirty (30) days after all of the following has occurred:

- (a) the time fixed as the expiration of the Initial Term or the last Renewal Term, whichever the case may be; and
- (b) the removal of Tenant and its property from the Leased Premises; and
- (c) the surrender of the Leased Premises by Tenant to Landlord in accordance with this Lease; and
- (d) All Additional Rent due hereunder has been computed by Landlord and paid by

ARTICLE VI

6.0 Tenant's Insurance Coverage.

(a) Tenant shall maintain general commercial liability insurance covering loss, cost or expense by reason of injury to or death of persons or damage to or destruction of property by reason of the use and occupancy of the Leased Premises by Tenant or Tenant's contractors, suppliers, employees, agents, customers, business invitees, subtenants, licensees and concessionaires ("Tenant's Invitees"). Such insurance shall have limits of at least \$1,000,000 for each occurrence of bodily injury and for each occurrence of property damage.

6.1 Policy Requirements. All insurance required to be maintained by Tenant shall be issued by insurance companies authorized to do insurance business in the State of Illinois and reasonably acceptable to Landlord. A certificate of insurance evidencing the insurance required under this Article VI shall be delivered to Landlord prior to Tenant taking possession of the Leased Premises. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice (or such shorter period as is required by law in the event of cancellation for nonpayment of premiums) to all Interest Holders (as defined in Section 6.2). Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the then current policy.

6.2 Additional Insured/Loss Payee. Landlord and any mortgagee or other interest holder designated in writing by Landlord ("Interest Holders") shall be named as a named insured party under Tenant's policies of general commercial liability insurance for the Leased Premises. Landlord shall be named the loss payee under Tenant's property insurance covering the improvements on the Leased Premises.

6.3 Increases in Insurance Coverage. Landlord may, from time to time during the term, upon not less than thirty (30) days prior written notice to Tenant, require Tenant to provide increased amounts of insurance coverage under the types of insurance policies described in this Article VI, only if such additional amounts of insurance are required by any lender holding a mortgage or similar security interest in the Leased Premises.

6.4 Mutual Waiver of Subrogation. Landlord and Tenant and their successors in interest hereby waive any legal rights each may later acquire against the other party for the loss of or damage to their respective property or to property in which they may have an interest, which loss or damage is caused by an insured hazard arising out of or in connection with the Building during the term.

6.5 Indemnification of Interest Holders. Tenant shall defend and save the Interest Holders (as defined in Section 6.2) harmless from any and all losses which may occur with respect to any person, entity, property or chattels on or about the Building, or to any other property, resulting from Tenant's acts or omissions, except (i) when such loss results from the

willful conduct, misconduct or gross negligence of Landlord, its agents, employees or contractors, or (ii) to the extent of any insurance proceeds received by Landlord or payable under Landlord's insurance.

VII. DAMAGE OR DESTRUCTION

7.0 Restoration of the Leased Premises. If the improvements on the Leased Premises are partially damaged or destroyed during the Term, except during the last year of the Term, then, except as otherwise provided in Section 7.1 herein below, (i) Landlord, at its expense, shall repair, restore or rebuild the Building, excluding Tenant's Improvements and the improvements of the Building's other tenants, to substantially the condition it was in immediately prior to such damage or destruction; and (ii) Tenant, at its expense, shall repair, restore or rebuild the Tenant Improvements to substantially the condition they were in immediately prior to such damage or destruction, if such repairs are required due to her acts or omissions, and not that of Landlord or third parties. Tenant's rent and other charges due under this Lease shall abate on a proportionate basis to the extent that the Leased Premises are rendered unusable during any such period of damage, destruction, repair or restoration, until such time as Landlord has completed its repair, restoration or rebuilding. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with applicable law and plans and specifications for such work reasonably approved by Landlord. Notwithstanding the foregoing, if the Building is damaged in an amount equal to fifty percent (50%) or more of the replacement cost of the Building, Landlord may terminate this Lease by giving Tenant written notice of termination within ninety (90) days of the occurrence of such damage or destruction. If the Leased Premises are partially damaged or destroyed during the last year of the Term, Landlord may terminate this Lease as of the date of the damage or destruction by giving Tenant at least thirty (30) days written notice of such termination of the Lease.

7.1 Option Not to Restore. Notwithstanding Section 7.0 hereinabove, if during the last year of the Term, or during the last year of any new term, the Leased Premises are damaged in an amount equal to fifty percent (50%) or more of the replacement cost of the Tenant Improvements, Tenant may terminate this Lease by giving Landlord written notice of termination within thirty (30) days after the occurrence of such damage or destruction. Upon termination of this Lease by Tenant, Landlord shall be entitled to receive any insurance proceeds paid with respect to the leasehold improvements on the Leased Premises under the property insurance policy required under Section 6.0(b) hereinabove.

VIII. CONDEMNATION

8.0 Condemnation. If the whole of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority or if a portion of the Leased Premises shall be so taken and, as a result thereof, the balance cannot be used for the purpose as provided for in Article III, then in either of such events, the Lease term shall terminate upon delivery of possession to the condemning authority, and any award compensation or damage

(hereinafter sometimes called the "Award"), shall be paid to and be the sole property of Landlord whether such award shall be made as compensation for diminution of the value of the leasehold or the fee of the Leased Premises or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title, and interest in and to any and all such award.

IX. MAINTENANCE AND REPAIRS

9.0 Maintenance. Landlord, at its expense, shall maintain the Building in good repair and condition during the term. Any maintenance or repair work by Landlord shall be performed in such manner as will minimize undue interference with Tenant's normal operations. Tenant shall provide Landlord with prompt notice of any damage to, or defective condition in, any part or appurtenance of the Building. Tenant will be responsible to change extinguished light bulbs in private area.

9.1 Alterations. Tenant shall not create any openings in the roof or exterior walls, nor shall Tenant make any material alterations or additions to the Leased Premises without the prior written consent of Landlord. Upon completion of any work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord reasonably may require (including, without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work.

X. ASSIGNMENT AND SUBLETTING

10.0 Consent Required. Tenant may not, without Landlord's prior written consent, which consent will not be unreasonably withheld (a) assign, convey, or mortgage this Lease or any interest under this Lease; (b) allow any transfer thereof or any lien upon Tenant's interest voluntarily, involuntarily, or by operation of law; (c) sublet the Leased Premises or any part thereof; or (d) permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant and its employees. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder and Tenant shall continue to be liable as principal, and not as a guarantor or surety, to the same extent as though no assignment or subletting had been made. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting or transfer.

XI. LIENS AND ENCUMBRANCES

11.0 Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights

of Landlord in and to the Leased Premises.

11.1 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work or any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien; provided, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released and any judgment satisfied.

XII.
INDEMNITY AND WAIVER

13.0 Indemnity. Tenant will protect, indemnify, and hold harmless Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses imposed upon or incurred by or asserted against Landlord by reason of any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from any act or omission of Tenant or anyone claiming by, through, or under Tenant.

Indemnity. Landlord will protect, indemnify, and hold harmless Tenant from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses imposed upon or incurred by or asserted against Tenant by reason of any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from any act or omission of Landlord or anyone claiming by, through, or under Landlord.

13.1 Waiver of Certain Claims. Tenant waives all claims it may have against Landlord for damage or injury to person or property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Leased Premises, or by any other person, resulting from any part of the Leased Premises or any of its improvements, equipment, or appurtenances becoming out of repair, or resulting from any accident on or about its improvements, equipment, or appurtenances becoming out of repair or resulting from any accident on or about the Leased Premises or resulting directly or indirectly from any act or neglect of any person, other than Landlord. All personal property belonging to Tenant or any occupant of the Leased Premises that is in or on any part of the Leased Premises shall be there at the risk of Tenant or of such other person only and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof.

14.0 Rights Reserved to Landlord. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and its agents, reserves the following rights, to be exercised at Landlord's election:

- (a) To conduct reasonable inspections of the Leased Premises during normal business hours of Tenant;
- (b) To show the Leased Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Term, to persons wishing to rent the Leased Premises; and
- (c) During the last thirty (30) days of the Term, if during or prior to that time Tenant vacates the Leased Premises, to decorate, remodel, repair, alter, or otherwise prepare the Leased Premises for new occupancy.

Landlord may enter upon the Leased Premises for any and all of the said purposes and may exercise any and all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession of the Leased Premises and without being liable in any manner to Tenant.

XIV. QUIET ENJOYMENT

15.0 Quiet Enjoyment. So long as no event of default shall have occurred and be continuing under this Lease, except as specifically permitted thereunder, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through, or under Landlord.

XV. SUBORDINATION OR SUPERIORITY

16.0 Subordination or Superiority. The rights and interest of Tenant under this Lease shall be subject and subordinate to any mortgage or trust deed creating a mortgage that may be placed upon the Leased Premises by Landlord and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof, if the mortgagee or trustee named in any such mortgage or trust deed shall elect to subject or subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or trust deed and shall agree to recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default (which agreement may, at such mortgagee's option, require affornment by Tenant). Any such mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and, upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case

may be, the lien of said mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of said mortgage or trust deed. Tenant shall execute and deliver whatever instruments may be required for such purposes and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney in fact and in its name, place, and stead so to do.

XVI.
SURRENDER

17.0 Surrender. Tenant shall quit and surrender the Leased Premises at the end of the Term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Leased Premises without the written consent of Landlord; and all alterations which may be made by either party hereto upon the Leased Premises, except movable furniture and fixtures put in at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease.

17.1 Removal of Tenant's Property. Upon the termination of this Lease by lapse of time, Tenant may remove Tenant's trade fixtures; provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removals. If Tenant does not remove Tenant's trade fixtures from the Leased Premises prior to the termination of this Lease, however ended, Landlord may, at its option, remove the same and deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery, and warehousing to Landlord on demand, or Landlord may treat such trade fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

17.2 Holding Over. If Tenant retains possession of the Leased Premises or any part of the Leased Premises after the termination of this Lease by lapse of time or otherwise, Tenant shall pay Landlord, in order to compensate Landlord for Tenant's wrongful withholding of possession for the time Tenant remains in possession, for and during such time as Tenant remains in possession, an amount calculated at double the rate of Monthly Rent in effect immediately prior to such termination, plus any Additional Rent determined to be due pursuant hereto plus all damages, whether direct or consequential, sustained by Landlord by reason of Tenant's wrongful retention of possession unless Landlord makes the election provided for in the following sentence. If Tenant retains possession of the Leased Premises or any part of the premises after termination of this Lease, Landlord may elect, in a written notice to Tenant and not otherwise, that retention of possession constitutes a renewal of this Lease for one year at the same terms that were in effect on the last month of the Lease Term, in which event this Lease shall be deemed renewed. The provisions of this paragraph shall not constitute a waiver of Landlord's rights of reentry or of any other right or remedy provided in this lease or at law. Nothing contained in this Section 17.2 shall be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Leased Premises.

A V II.

REMEDIES

18.0 Defaults. Tenant further agrees that any one or more of the following events shall be considered events of default, as such term is used herein, that is to say, if:

- (a) Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy law as now or hereafter amended, or under the laws of any State, shall be entered and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or
- (b) Tenant shall file or admit the jurisdiction of the court, and the material allegations contained in, any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws as now or hereafter amended or Tenant shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, or readjustment of indebtedness; or
- (c) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or
- (d) A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or
- (e) Tenant shall default in any payments of Monthly Rent or Additional Rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or
- (f) Tenant shall fail to contest the validity of any lien or claimed lien or, having commenced to contest the same, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon and such default shall continue for thirty (30) days after notice thereof in writing to Tenant; or
- (g) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed, and performed by Tenant and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

18.1 Remedies. Upon the occurrence of any one or more of such events of default,

Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon termination of this Lease or of Tenant's right to possession, Landlord may re-enter the Leased Premises with or without process of law using such force as may be necessary and remove all persons, fixtures, and chattels therefrom and Landlord shall not be liable for any damages resulting therefrom. Upon termination of the Lease, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Leased Premises immediately and deliver possession thereof to the Landlord and Tenant hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for), to enter into and upon the Leased Premises in such event with or without process of law and to repossess the Leased Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Leased Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer and without incurring any liability for any damage resulting therefrom and without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of law. Upon termination of this Lease, Landlord shall be entitled to recover as damages all rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the value of the rent and other sums provided herein to be paid by Tenant for the residue of the Term hereof, less the fair rental value of the Leased Premises for the residue of the Term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Leased Premises, preparation for reletting, and for reletting itself), and (2) the cost of performing any other covenants to be performed by Tenant. If Landlord elects to terminate Tenant's right to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the rent hereunder for the full term or from any other of its obligations under this Lease. Landlord shall use its reasonable efforts to relet all or any part of the Leased Premises for such rent and upon terms as shall be satisfactory to Landlord (including the right to relet the Leased Premises for a term greater or lesser than that remaining under the Term, and the right to relet the Leased Premises as a part of a larger area and the right to change the character or use made of the Leased Premises). For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations, or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Leased Premises, after having undertaken its reasonable efforts to do so, Tenant shall pay to Landlord on demand damages equal to the amount of the rent and other sums provided herein to be paid by Tenant for the remainder of the Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting, after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the rent herein provided to be paid for the remainder of the Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time.

18.2 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved

to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.3 No Waiver. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver or any breach of any of the covenants of this Lease shall be construed, taken, or held to be a waiver of any other breach or waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction, of damages due from Tenant to Landlord.

18.4 Costs Relating to Default. The Tenant shall pay, upon demand, all of Landlord's costs, charges, and expenses, including, but not limited to attorney's fees, agents and others retained by Landlord in connection to performance or enforcement of any of Tenant's obligations under this Lease relating to any litigation, negotiation, or transaction in which Tenant causes the Landlord to become involved or concerned.

XVIII. TENANT'S OBLIGATIONS

19.0 Compliance with Laws. Tenant shall, at its sole expense, comply with and conform to all of the requirements of all governmental authorities having jurisdiction over the Building which relate in any way to the condition, use and occupancy of the Leased Premises throughout the entire Term of this Lease, including but not limited to obtaining any license or permit which may be required. Without limitation of the foregoing, Tenant covenants and agrees not to bring into the Leased Premises or to use, store, treat or dispose, or permit the use, storage, treatment or disposal, in the Leased Premises of (i) any hazardous substance or regulated materials as defined under any present or future federal, state or local law, rule or regulation or (ii) any explosives or any flammable substances, including, but not limited to, gasoline, liquefied petroleum gas, turpentine, kerosene and naphtha (the substances and materials referred to in clauses (i) and (ii) hereof are collectively referred to herein as "Hazardous Materials").

XIX. MISCELLANEOUS

20.0 Estoppel Certificates. Tenant shall, at any time and from time to time upon not less than five (5) days prior written request from Landlord, execute, acknowledge, and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying, if true, that Tenant has accepted the Leased Premises, that this Lease is

unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Landlord and Tenant are not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, or such other accurate certification as may reasonably be required by Landlord or Landlord's mortgagee; and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Building and their respective successors and assigns.

20.1 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much Additional Rent due on the next rent date after such payment.

20.2 Amendments Must Be In Writing. None of the covenants, terms, or conditions of this Lease, to be kept and performed by either party shall in any manner be altered, waived, modified, amended, changed, or abandoned except by a written instrument, duly signed, acknowledged, and delivered by the other party.

20.3 Notices. All notices to or demands upon Landlord or Tenant, desired or required to be given under any of the provisions hereof, shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been duly and sufficiently given if: (i) personally delivered, to Tenant at Tenant's Address; or (ii) transmitted by confirmed facsimile transmission to Tenant's Fax Number, and/or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant's Address, or at such address or fax number as Tenant may theretofore have furnished by written notice to Landlord, and any notices or demands from Tenant to Landlord shall be deemed to have been duly and sufficiently given if: (i) personally delivered to Landlord at Landlord's Address, or (ii) transmitted by confirmed facsimile transmission to Landlord's Fax Number and/or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Landlord at Landlord's Address or at such other address or fax number as Landlord may theretofore have furnished by written notice to Tenant. The effective date of such notice, if mailed in the manner aforesaid, shall be three (3) days after delivery of the same to the United States Postal Service.

20.4 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

20.5 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.6 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.7 Law Applicable. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

20.8 Covenants Binding on Successors. All of the covenants, agreements, conditions, and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto the same as if they were in every case specifically named and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include, and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

20.9 Landlord Means Owner. The term "Landlord", as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Building, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

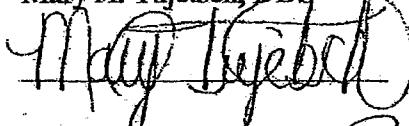
20.10 Attorneys' Fees: In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

20.11 Common Space: This Lease contemplates the use of private offices by the Lessee of approximately 750 square feet, and the shared use of common area, including reception, hallways, and bathrooms, which common area total approximately 1,050 square feet. Tenant agrees to assist in maintaining the common areas in a neat and clean condition. Lessee will lock doors and windows, reset the thermostat, turn off lights and equipment after her work day if she completes her appointments after other tenants have vacated the Premises for the day.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and
year first above written.

MARY A. TUJETSCH

Mary A. Tujetsch, DDS



LANDLORD:


First Dental of Orland Park, PC by Todd C. Pusateri, DDS, President