2026 IL App (1st) 260259-U
Order filed: September 30, 2026
Modified Upon Denial of Rehearing: October 30, 2026

FIRST DISTRICT
THIRD DIVISION

No. 1-26-0259

**NOTICE:** This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

| | | |
|---|---|---|
| PRESIDENTIAL DENTAL ASSOCIATES, P.C.,<br><br>Plaintiff-Appellant,<br><br>v.<br><br>560 W. WASHINGTON (CHICAGO) LLC and BLUE STAR PROPERTIES, INC.,<br><br>Defendants-Appellees. | ) | Appeal from the Circuit Court of Cook County.<br><br>No. 24 CH 280<br><br>Honorable Lynn Weaver-Boyle, Judge, presiding. |

JUSTICE ROCHFORD delivered the judgment of the court.
Justices Lampkin and Navarro concurred in the judgment.[1]

**ORDER**

¶ 1 *Held*: Summary judgment granted to appellees is affirmed, where circuit court correctly concluded that a renewal provision in commercial lease was indefinite and therefore unenforceable, and plaintiff's claim of equitable estoppel was not pleaded in the complaint.

¶ 2 Plaintiff-appellant, Presidential Dental Associates, P.C., appeals from the circuit court's order granting summary judgment in favor of defendants-appellees, 560 W. Washington (Chicago)

[1] Justice Navarro was substituted on the panel for Justice Martin upon Justice Martin's retirement.

LLC (560 W. Washington) and Blue Star Properties, Inc., on plaintiff's complaint to enforce a renewal provision in a commercial lease. For the following reasons, we affirm.

¶ 3 On January 16, 2024, plaintiff filed this action seeking to enforce its purported contractual right to renew a commercial lease for dental office space it had leased at 560 West Washington Street, Chicago, Illinois. According to the allegations of the complaint, an attached copy of the lease, and an attached affidavit executed by the president of plaintiff, on May 17, 2012, plaintiff entered into a commercial lease agreement with defendant 560 W. Washington (Chicago) LLC for premises located at 560 West Washington Street, Chicago, Illinois 60661. Defendant Blue Star Properties, Inc. was alleged to be the "*alter ego*" of co-defendant.

¶ 4 The initial term of the lease was for ten years, commencing January 1, 2013, and expiring December 31, 2023. The lease specified base rent for each year of the term, escalating from $3,625 per month in the first year to $4,729.80 per month in the final year. Article 49 of the lease, titled "Renewal Option," provided as follows with respect to renewing the lease:

> "If the Tenant is in good standing with Landlord, tenant shall have a [*sic*] two (2) options to renew the Lease for a period of five (5) years each ('Option Period') for any or all of the space then under lease by Tenant in the Building upon six (6) months prior written notice to Landlord under the same terms and conditions except for the rental rate and other associated deal concessions, such as free rent, tenant improvement allowance, etc., which shall be at the then Fair Market Value. After giving notice, Landlord and Tenant shall have Thirty (30) days to negotiate the rental rate of the Extension."

The complaint further alleged that defendants drafted the lease, including the renewal option clause.

¶ 5 Article 50 of the lease, titled "Construction Allowance," provided that defendants shall pay plaintiff a construction allowance of up to $40,000 toward its build-out of the leased premises. Defendants paid this allowance. In addition to the $40,000 construction allowance from defendants, plaintiff allegedly invested approximately $167,000 of its own funds in permanent improvements to the premises to create a dental office suited for long-term occupancy. These improvements included structural work and specialized dental infrastructure. Defendants allegedly had knowledge of and participated in this build-out process.

¶ 6 Plaintiff made these investments during the term of the lease. In his affidavit, plaintiff's president averred that a dental practice requires permanent infrastructure and long-term stability, and that relocation costs are high and patient relationships may be disrupted by moves. The affidavit further states that the renewal clause was important to plaintiff's decision to enter into the lease and invest in the premises.

¶ 7 The complaint further alleged that plaintiff was in good standing under the lease at all relevant times. In addition, prior to the expiration of the initial term, plaintiff provided timely written notice to defendants of its intent to exercise its first renewal option. Following plaintiff's notice, the parties had thirty days to negotiate the rental rate for the renewal term, as required by Article 49. The parties did not reach agreement on the renewal rent during this period, and no new lease was executed by the parties.

¶ 8 The complaint sought relief in two counts. Count I sought specific performance of the renewal clause contained in Article 49, while count II alleged breach of contract based on defendants' purported "refusing and failing to perform their obligations under the Lease."

¶ 9 Defendants filed an answer and an amended answer, denying the material allegations of the complaint. They also filed a counterclaim for eviction. Thereafter, defendants filed a motion

for summary judgment as to plaintiff's complaint on August 18, 2025, arguing that the renewal clause was indefinite and therefore unenforceable as a matter of law. The motion was supported solely by the lease; no affidavits, depositions, or other evidentiary materials were submitted, and discovery was ongoing at the time the motion was filed.

¶ 10 Plaintiff filed its response on September 30, 2025, arguing that the fair market value standard—as stated in the lease—is definite and enforceable under Illinois law. Plaintiff also argued, in the alternative, that Defendants were equitably estopped from denying enforceability of the lease.

¶ 11 At a November 4, 2025, hearing on the motion, the circuit court stated that Article 49 was too "ambiguous to be enforceable." On November 5, 2025, the circuit court entered a written order granting defendants' motion for summary judgment. The order specifically stated that "the lease renewal clause is too ambiguous to be enforceable" and that "the claim for equitable estoppel cannot override the terms of the parties' lease agreement." The order dismissed both count I and count II, stated that the matter was "disposed," and indicated it was a final and appealable order.

¶ 12 On December 2, 2025, plaintiff filed a motion to reconsider, contending that the circuit court applied the wrong legal standard where defendants had argued Article 49 was indefinite, but the court's order found it ambiguous. Plaintiff also argued that the court's finding of ambiguity was internally inconsistent with dismissal on a pleadings-based motion.

¶ 13 Plaintiff simultaneously filed a motion to stay enforcement of judgment under Illinois Supreme Court Rule 305(b) (eff. July 1, 2017), arguing that plaintiff had a substantial likelihood of success on the merits and that the equities favored maintaining the *status quo* during post-judgment proceedings.

¶ 14 The circuit court held a hearing on January 12, 2026. In a written order entered on January 14, 2026, the court granted plaintiff's motion to reconsider in part and denied it in part. Specifically, the court vacated its November 5, 2025, order and clarified the basis for its ruling by substituting "indefinite" for "ambiguous." The court's corrected written order stated that "the lease renewal clause is too indefinite to be enforceable and that equitable estoppel does not apply." Thus, the court again granted defendants summary judgment on counts I and II of the complaint. The court also denied plaintiff's motion to stay, stating that there was "nothing to stay." Finally, the order noted that defendants voluntarily dismissed their counterclaim for eviction, which had still been pending in the same case. Plaintiff timely appealed.

¶ 15 On appeal, plaintiff contends that the circuit court erred in granting summary judgment in favor of defendants on its complaint and in rejecting its equitable estoppel argument. We disagree.

¶ 16 Summary judgment is appropriate only where the pleadings, depositions, admissions, and affidavits, viewed in the light most favorable to the nonmovant, show that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2–1005(c) (West 2024).

¶ 17 The court must examine the evidence in the light most favorable to the nonmoving party (*Pavlik v. Wal–Mart Stores, Inc.*, 323 Ill. App. 3d 1060, 1063 (2001)) and must construe the material strictly against the movant and liberally in favor of the nonmovant (*Espinoza v. Elgin, Joliet and Eastern Railway Company*, 165 Ill. 2d 107, 113 (1995)). Although a drastic means of disposing of litigation, summary judgment is nonetheless an appropriate measure to expeditiously dispose of a suit when the moving party's right to the judgment is clear and free from doubt. *Gaston v. City of Danville*, 393 Ill. App. 3d 591, 601 (2009).

¶ 18 An order granting a motion for summary judgment is subject to a *de novo* standard of review. *Millennium Park Joint Venture, LLC v. Houlihan*, 241 Ill. 2d 281, 309 (2010). As such, we perform the same analysis that a circuit court would and give no deference to the circuit court's conclusions or specific rationale. *Milevski v. Ingalls Memorial Hospital*, 2018 IL App (1st) 172898, ¶ 26. This court may, therefore, affirm the judgment of the circuit court on any basis that appears in the record, regardless of whether the circuit court relied upon that basis or whether the circuit court's reasoning was correct. *Retirement Plan for Chicago Transit Authority Employees v. Chicago Transit Authority*, 2020 IL App (1st) 182510, ¶ 34.

¶ 19 In construing the provisions of a contract, our primary objective is to give effect to the intent of the parties at the time they entered into the contract. *Owens v. McDermott, Will & Emery*, 316 Ill. App. 3d 340, 344 (2000). Where the contractual language is clear and unambiguous, we determine the intent of the parties solely from the plain language of the contract, given its ordinary and natural meaning, and we do not consider extrinsic evidence outside the four corners of the contract. *Id*. The interpretation of a contract is a matter of law that is reviewed *de novo*. *Avery v. State Farm Mutual Automobile Insurance Co*., 216 Ill. 2d 100, 129 (2005).

¶ 20 We first address plaintiff's contention that the circuit court improperly granted summary judgment in favor of defendants as to count I of the complaint, which sought to require specific performance of the lease, particularly Article 49. "To state a cause of action for specific performance, a plaintiff must allege the following elements: (1) the existence of a valid, binding, and enforceable contract; (2) compliance by the plaintiff with the terms of the contract or proof that the plaintiff was ready, willing, and able to perform the terms of the contract; and (3) the failure or refusal of the defendant to perform its part of the contract." *McGoey v. Brace*, 2022 IL App (1st) 210322, ¶ 24. "In order for a party to be entitled to specific performance, the contract

must be so certain and unambiguous in its terms and in all its parts that a court can require the specific thing contracted for to be done." *Schilling v. Stahl*, 395 Ill. App. 3d 882, 884-85 (2019). As such, to avoid summary judgment on count I plaintiff was required to be able to plead and ultimately prove, among other things, the first element of specific performance; *i.e.*, that the lease—particularly Article 49—was valid, binding, and enforceable in that its terms were so certain and unambiguous that a court can require the specific thing contracted for to be done. See *Lewis v. Lead Industrial Ass'n*, 2020 IL 124107, ¶ 15 ("If the plaintiff fails to establish any element of the cause of action, summary judgment for the defendant is appropriate.").

¶ 21 Here, as noted above, Article 49 of the lease provides that any renewal of the lease shall be "under the same terms and conditions [of the original lease] except for the rental rate and other associated deal concessions, such as free rent, tenant improvement allowance, etc., which shall be at the then Fair Market Value. After giving notice, Landlord and Tenant shall have Thirty (30) days to negotiate the rental rate of the Extension." However, in general, the "[e]ssential requirements of a lease include the following: (1) a definite agreement as to the extent and bounds of the property; (2) a definite and agreed term; and (3) a definite and agreed rental price and manner of payment." *Dargis v. Paradise Park, Inc.*, 354 Ill. App. 3d 171, 180 (2004). "When any essential term of an agreement is left to future negotiation, there is no binding contract." *Hintz v. Lazarus*, 58 Ill. App. 3d 64, 67 (2d Dist. 1978).

¶ 22 Obviously, the language at issue here does not include a *definite and agreed* rental price for any renewal, and indeed specifically and impermissibly states that such rental price—an essential term—shall be the subject of future negotiation. "No rental amount can be implied from the contract, even if otherwise justified, [where] the parties excluded any such implication when

they expressly provided that rentals after the first [term] would be determined by agreement to be reached in the future." *Id*.

¶ 23 Nevertheless, it is true that Illinois recognizes that in certain situations a "contract may be enforced even though some contract terms may be missing or left to be agreed upon." *Academy Chicago Publishers v. Cheever*, 144 Ill. 2d 24, 30 (1991). As such, it has long been recognized that even where price is not included in a contact: "When the contract appoints the mode of determining the price, and the price is determined according to that mode, the contract becomes perfect and complete in all respects, as if it had been originally fixed in the writing." *Hayes v. O'Brien*, 149 Ill. 403, 418 (1894). Thus, "where a contract specifies that the price is to be measured by the 'fair market value', 'reasonable value' or 'current market value' of the services or the property involved, courts have generally held that the price is sufficiently certain in order to have an enforceable obligation." *Miller v. Bloomberg*, 26 Ill. App. 3d 18, 19-20 (1975)

¶ 24 Had the language of Article 49 only included a provision indicating that the rental rate for any lease renewal would simply be set at "Fair Market Value," arguably it would have been enforceable under the above authority. In such cases, the parties or the court may easily ascertain that specific amount. However, Article 49 did not stop there.

¶ 25 Rather, Article 49 indicates that the rental price for any renewal—an essential term of the contract—will be based on a combination of the "rental rate and other associated deal concessions, such as free rent, tenant improvement allowance, etc., which shall be at the then Fair Market Value." We know of no case, and plaintiff cites none, allowing parties to leave such a combination of future rental price factors open to further determination and still result in a binding and enforceable contract. Most glaring, we find, is the fact that Article 49 leaves open what is to be

included in "etc." *Hintz*, 58 Ill. App. 3d at 67 (where the terms are not clear, certain and free from ambiguity and doubt, an agreement does not constitute an enforceable contract).

¶ 26 And again, and perhaps most importantly, Article 49 does not simply state that the rental price for any renewal will be set at the future fair market value of the various rental price factors but explicitly indicates that this price will be the subject of future negotiation. This is impermissibly indefinite. *Id*. ("When any essential term of an agreement is left to future negotiation, there is no binding contract."); *Universal Scrap Metals, Inc. v. J. Sandman & Sons, Inc*., 337 Ill. App. 3d 501, 506 (2003).

¶ 27 Therefore, we conclude that Article 49 is too indefinite to be enforceable, and that therefore plaintiff cannot establish the first element of a claim for specific performance of that clause; *i.e.*, the existence of a valid, binding, and enforceable contract. We therefore further conclude that with respect to Article 49 "the contract is so uncertain and incomplete that a court of equity will not grant a specific performance of it" (*Folsom v. Harr*, 218 Ill. 369, 374 (1905)), and that the circuit court therefore did not err in granting summary judgment in favor of defendants as to count I of the complaint.

¶ 28 As to count II, which sought relief for breach of contract based on defendants' purported "refusing and failing to perform their obligations" with respect to negotiation of a lease renewal, we first note that "[t]he elements of a breach of contract claim are (1) the existence of a valid and enforceable contract, (2) performance by the plaintiff, (3) breach of contract by defendant, and (4) resultant injury to the plaintiff." *Zahdan v. Frontline Business Enterprise, Inc*., 2024 IL App (1st) 221351, ¶ 31. For the reasons discussed above, plaintiff cannot establish the first element of such a claim with respect to a lease renewal under Article 49, and for this reason summary judgment was properly granted to defendants on this count. See *Hintz*, 58 Ill. App. 3d at 67-68 (where a

contract is too indefinite, it will not support either an action in equity for specific performance or at law for breach of contract and money damages).

¶ 29 On appeal, however, plaintiff more specifically contends that count II stated a cause of action for breach of contract based upon defendants' purported failure to satisfy its independent duty to negotiate the lease renewal in good faith, and that the circuit court improperly granted summary judgment in favor of defendants on that claim. Plaintiff bases this argument on the language of Article 49 stating that "Landlord and Tenant shall have Thirty (30) days to negotiate the rental rate of the Extension." Plaintiff contends: "The duty to negotiate is an independent contractual obligation, and its breach is actionable regardless of whether the renewal clause is ultimately enforceable." We disagree.

¶ 30 As an initial matter, we note that in its briefing plaintiff refers to the duty to act in good faith implied in every contract. See *Hartz Construction Co., Inc. v. Village of Western Springs*, 2012 IL App (1st) 103108, ¶ 28 ("every contract contains an implied duty of good faith and fair dealing"). However, there is no cause of action for breach of an implied provision of good faith in Illinois, as an implied provision of good faith does not create an independent duty. *Harris v. Adler School of Prof'l Psychology*, 309 Ill. App. 3d 856, 860-61 (1999).

¶ 31 As to plaintiff's contention that the duty to negotiate the renewal was an independent duty specified in Article 49, we simply disagree with plaintiff's fundamental premise that such an independent duty existed. The renewal and negotiation clauses of Article 49 are clearly intertwined. Plaintiff would essentially have this court allow it to pursue a claim based upon defendants' purported failure to negotiate in good faith a lease renewal clause that, for the reasons discussed above, is so indefinite as to an essential term (price) that no binding contract for renewal exists under Article 49. With no binding contract as to a renewal of the lease in place, the parties

were free to negotiate the terms of any such renewal without implicating the duty of good faith. See *Magna Bank of Madison County v. Jameson*, 237 Ill. App. 3d 614, 617 (1992) (Noting that in general, there is no duty to bargain in good faith over the terms of a contract).

¶ 32 For all the above reasons, we conclude that the circuit court did not err in granting summary judgment in favor of defendants as to count II of the complaint.

¶ 33 Finally, on appeal plaintiff asserts that the circuit court erred in rejecting its assertion that defendants should have been equitably estopped from contending that Article 49 was too indefinite to be enforceable. However, the record reveals that this argument was not pleaded in the complaint but was instead first raised in plaintiff's response to the motion for summary judgment. "However, equitable estoppel must be specifically pleaded by the party asserting it." *D.S.A Finance Corp. v. County of Cook*, 345 Ill. App. 3d 554, 564 (2003). " 'When ruling on a motion for summary judgment, the trial court looks to the pleadings to determine the issues in controversy. [Citation.] If a plaintiff desires to place issues in controversy that were not named in the complaint, the proper course of action is to move to amend the complaint.' " *Abramson v. Marderosian*, 2018 IL App (1st) 180081, ¶ 55 (quoting *Filliung v Adams*, 387 Ill. App. 3d 40, 51 (2008). Thus, it is improper for plaintiff to rely upon any assertion of equitable estoppel in opposition to the grant of summary judgment in favor of defendants on the complaint.

¶ 34 For the foregoing reasons, the judgment of the circuit court is affirmed.

¶ 35 Affirmed.