

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

AYRES LAW OFFICES, LTD, and
JAMES J. AYRES, SR.,

Plaintiffs,

v.

PETER JOHN CURIELLI,
JOHN PETER CURIELLI,
LAW OFFICES OF
JOHN PETER CURIELLI, PC,
CURIELLI BROS., and
CATHY CURIELLI,

Defendants.

COMPLAINT

NOW COME Plaintiffs, Ayres Law Offices, Ltd. and James J. Ayres, Sr., by and through their attorneys, and in support of their Complaint against defendants Peter John Curielli, John Peter Curielli, Law Offices of John Peter Curielli, John Peter Curielli, PC, Curielli Bros., and Cathy Curielli state as follows:

Nature of the Case

1. The instant case involves disturbing criminal sociopathic behavior of a family of well-known Barrington attorneys against a well-known, respected member of the bar. The Defendants intentionally violated Illinois statutes regarding the role of attorneys in real estate transactions, illegally and surreptitiously entered Plaintiffs' offices after hours to review confidential documents and then, when they knew they were going to be caught, began a campaign that even included the spouse and mother of the attorneys, in an effort to defame the

reputation of the Plaintiffs with outright falsehoods and baseless smears. This family should be punished based on a history of violating the trust of others and by taking advantage of others which includes the allegations below and based upon a recent lawsuit Cecchini v. Curielli et. al 16 L 001816.

2. Defendants conspired to defame Plaintiffs, defamed Plaintiffs in fact on numerous occasions, interfered with Plaintiffs' business relationships, falsely disparaged Plaintiffs' services, trespassed into Plaintiffs' office without any notice and without any justifiable reason to do so, violated Plaintiffs' right to quiet enjoyment related to the office space Plaintiffs leased from the Defendants, failed to return the Plaintiff's security deposit, and failed to compensate Plaintiffs for legal services rendered.

Parties

3. Plaintiff Ayres Law Offices, Ltd. ("ALO") is an Illinois corporation licensed by the Illinois Supreme Court to practice law in Illinois. At all times relevant hereto, ALO had its principal place of business in the County of Cook.

4. Plaintiff James J. Ayres, Sr. ("Ayres") is an Illinois licensed attorney, who, at all time relevant, practices law in Cook County, Illinois.

5. Defendant Peter John Curielli ("Peter"), is an Illinois licensed attorney who, upon information and belief, practices law in Cook County, Illinois. Peter is John Peter Curielli and Cathy Curielli's son and is approximately 42 years of age. Upon information and belief, Peter, despite being 42 years of age, resides in the basement of his parent's home located at 234 Bays Place, Tower Lakes, IL 60010, and has been employed his entire adult life by his father's law firm. Peter is also a licensed real estate broker, whose license is currently under disciplinary suspension. (See Exhibit 1).

6. Defendant John Peter Curielli ("John"), upon information and belief, is an Illinois licensed attorney who practices estate planning in Cook County, Illinois. Upon information and belief, John resides at his home located at 234 Bays Place, Tower Lakes, IL 60010.

7. Defendant Law Offices of John Peter Curielli, PC ("JPC") is an Illinois corporation that, upon information and belief, practices law in Cook County, Illinois.

8. Defendant Curielli Bros. ("Bros") is an alias for John that he uses in relation to real estate transactions.

9. Defendant Cathy Curielli, ("Cathy") upon information and belief, is a paralegal at JPC who assists in the practice of law in Cook County, Illinois. Cathy is John's wife and Peter's mother. Cathy at one time was a licensed real estate sales person. Upon information and belief, Cathy resides at her home located at 234 Bays Place, Tower Lakes, IL 60010.

Jurisdiction and Venue

10. This Court has jurisdiction over the subject matter raised in this Complaint and over the individuals and entities named herein, and venue is proper in the Circuit Court of Cook County under 735 ILCS 5/2-101.

Background Facts

11. At all times relevant, John owned or controlled in a trust an office building in Barrington, County of Cook, Illinois located at 126 South Northwest Highway (the "Barrington Building").

12. John, JPC, Peter, and Cathy work out of the Barrington Building.

13. From approximately August 2010 through September 2014, Ayres and ALO leased office space (occupying two offices on the second floor) in the Barrington Building.

14. Ayres and ALO operated a legal practice out of the leased office space above where they kept many documents of a highly confidential nature. In fact, based upon the fact Ayres and ALO operated a legal practice out of the leased office space above where many highly confidential documents were stored, Ayres and ALO's offices were kept under lock and key. Each night when Ayres and ALO left the office, the leased office space would be locked.

15. John, Peter, and Ayres are all attorneys, members of organizations, and they share many of the same personal and business contacts. John and Peter knew that Ayres and ALO were operating a legal practice out of the premises and knew that there were many documents of a highly confidential nature in the leased office space.

16. After Ayres and ALO became tenants, John asked them to help him out in various cases where litigation was involved.

17. On several occasions both ALO and JPC made appearances in the same case. This occurred, for instance, when there was a conflict of interest between a corporate and an individual client.

18. At all times relevant, there is an Illinois statute that prohibits attorneys from receiving fees in a real estate transaction if the attorney is acting as the real estate broker in the same transaction. 225 ILCS 454/20-20(a)(34). Despite knowledge of the statute prohibiting attorneys from acting as an attorney and real estate broker in the same transaction, Peter decided to disregard the clear and unequivocal Illinois statutes by continuing to act as both in transactions.

19. In 2013, Peter was under investigation by the Illinois Department of Professional and Financial Regulation ("IDFPR") for providing legal services in a transaction where his client had hired him in his capacity as a real estate broker.

20. Unbelievably, Peter decided to represent himself in that matter, and in November, 2013, IDFPR offered to close the investigation if Peter would sign a stipulation acknowledging the improper conduct, and, if accused of the same conduct again, agree to waive a hearing, agree to the revocation of his real estate license and agree to pay \$25,000 fine.

21. Peter consulted with Ayres and ALO as to whether he should agree to the stipulation.

22. In December 2013, after discussing the problems related to the stipulation, Peter agreed to retain Ayres and ALO to represent him. Peter agreed to pay Ayres and ALO on an hourly basis for the legal work provided.

23. On January 9, 2014, the Department of Financial and Professional Regulation filed suit to revoke the real estate license of Peter. (See Exhibit 2)

24. Ayres and ALO filed, on Peter's behalf, a Chancery action Curielli v. Pat Quinn, 13 CH 27207 seeking judicial determination that the enactment of legislation prohibiting an attorney from providing legal services in a real estate transaction violated the Illinois Supreme Court's exclusive authority to regulate the practice of law.

25. During their representation of Peter, Ayres and ALO prepared the Chancery action, prepared a petition for a temporary restraining order, represented Peter in court on numerous occasions, prepared and filed two appeals on Peter's behalf to the First District Appellate Court, filed a petition for leave to appeal to the Illinois Supreme Court and represented Peter before the Administrative Hearings Unit of the IDFPR.

26. Ayres and ALO have not been paid for their representation of Peter.

27. In late 2013, Ayres began to suspect that others had been in ALO's offices when they were not occupied.

28. Ayres and ALO installed a motion detector video system ("MDVS") in his Barrington Building office in an attempt to verify his suspicions. On numerous occasions, the MDVS captured Defendants entering the ALO offices without the knowledge or consent of Ayres and ALO, without providing any notice to Ayres and ALO, and in the absence of lease provisions allowing Bros or its agents to enter the premises in such circumstances.

29. Ayres and ALO maintains copies of these videos where both Peter and John entered the leased office space and these will be provided and are incorporated by reference.

30. The MDVS captured both Peter and John in the ALO offices during periods of time when JPC and ALO represented parties with adverse interests.

31. During the period of time the MDVS captured Peter and John in the ALO offices, neither Bros nor any of its agents requested access to the office space for any reason.

32. In one video, you can see John lurking around in the office and it is logical to conclude that John was looking around at the confidential papers located in the office.

33. In August 2014, immediately after the MDVS captured John and Peter in the ALO Offices, Ayres and ALO notified Bros that they were not renewing their leases.

34. In or around September of 2014, concerned about the security of confidential client information and the ethical impropriety of the JPC lawyers, ALO and Ayres moved out of the Barrington Building and withdrew from any further representation of Peter.

35. ALO has not received its security deposit from Bros.

36. Subsequent to moving out of the Barrington Building and withdrawing from his representation of Peter, Defendants shockingly began to contact Plaintiffs' clients and made false statements to said clients in an attempt to destroy Plaintiff's reputation.

37. On April 17, 2015, John left one of Ayres' clients a voicemail, referring to him by stating, "the other brother has done so many dirty things to my law office, my family and other brothers in the last few months, you cannot begin to believe the stuff he's done. And I mean a brother walked in the other night told me the story from his case cost him \$105,000.00 and using to the threat of [organizational] secrecy from going to court against him." The above statements are false and were known to be false when made. The statements were made to intentionally hurt or destroy Ayres' reputation.

38. Later in the day on April 17, 2015, the same client received a voicemail from Peter, stating "...I'm just going to let you know that Ayres lied to the court on yesterday..." and "...I've told you over and over again to watch out for him and instead of picking up the phone and talking to me you chose to draft that letter. And I know its setting me up for something and I'm very concerned that you're picking the wrong person to trust..." The above statements are false and were known to be false when made. The statements were made to intentionally hurt or destroy Ayres' reputation.

39. On April 18, 2015, John told the client noted in paragraphs 37 and 38 above not to trust Ayres because he is a "liar" and "bipolar." The above statements are false and were known to be false when made. The statements were made to intentionally hurt or destroy Ayres' reputation.

40. On June 9, 2015, Peter sent another client of Ayres an email stating, "it is my opinion that Attorney Ayres suffered a mental break down, and dropped the ball not only on your case, but several others he and I were working on together." The above statements are false and were known to be false when made. The statements were made to intentionally hurt or destroy Ayres' reputation.

41. On several other occasions John has made numerous statements to mutual acquaintances indicating Ayres is "bi-polar." The above statements are false and were known to be false when made. The statements were made to intentionally hurt or destroy Ayres' reputation.

42. During the Spring of 2014 Cathy "warned" an ALO employee to watch out because Ayres is "bipolar." The above statements are false and were known to be false when made. The statements were made to intentionally hurt or destroy Ayres' reputation. The employee did not tell Plaintiff about Cathy's comments until the Fall of 2015.

43. Upon information and belief, Defendants encouraged former clients of Plaintiffs, who had an existing relationship with Defendants prior to their representation by Plaintiffs, to report Plaintiffs to the ARDC in frivolous matters in an attempt to further damage Plaintiffs' reputation.

Count I
Defamation and Conspiracy to Defame
(as against John, JPC, Peter, and Cathy)

44. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

45. The co-conspirators are John, JPC, Peter, and Cathy.

46. The object of the conspiracy was to use the Defendant's access to and influence over members of the community, including but not limited to active and former clients of the Plaintiffs, in order to falsely discredit and defame Plaintiffs.

47. John defamed Plaintiffs and acted in the furtherance of the conspiracy by: 1) leaving Plaintiffs' clients voicemails in which he spread false statements about Plaintiffs' actions; 2) leaving Plaintiffs' clients voicemails in which he spread mistruths about Plaintiffs' mental health; 3) influencing Plaintiffs' former clients to commence disciplinary actions with the ARDC against Plaintiffs; 4) other ways known and unknown.

48. JPC defamed Plaintiffs and acted in the furtherance of the conspiracy via its affiliation as with John, Peter, and Cathy and thusly, in every way known and unknown via their actions.

49. Peter defamed Plaintiffs and acted in the furtherance of the conspiracy by: 1) leaving Plaintiffs' clients voicemails in which he spread mistruths about Plaintiffs' actions; 2) leaving Plaintiffs' clients voicemails in which he spread mistruths about Plaintiffs' mental health; 3) influencing Plaintiffs' former clients to commence disciplinary actions with the ARDC against Plaintiffs; 4) other ways known and unknown.

50. Cathy defamed Plaintiffs and acted in furtherance of the conspiracy by: 1) spreading mistruths about Plaintiffs mental health; and 2) other ways known and unknown.

51. But for the actions of the Defendants, Plaintiffs' reputation would be intact, Plaintiffs would not have had to bear the expense of defending ARDC actions, and Plaintiffs would not have been damaged in other known and unknown ways.

52. The defamatory statements are defamatory *per se*.

53. The actions of the Defendants are willful and wanton and so despicable that punitive damages are warranted.

54. As a direct and proximate result of the defamation and conspiracy, Plaintiffs have been damaged including but not limited to the following ways:

- a. Loss of reputation.
- b. Cost of defending ARDC actions.
- c. Business lost due to reputational damage.
- d. Other tangible and intangible losses.
- e. Punitive damages.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

Count II
Tortious Interference with Business Relationships
(as against John, JPC, and Peter)

55. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

56. Plaintiffs allege that they had a business relationship with third parties, that the Defendants knew about the relationship, that the Defendants intentionally interfered with said relationships, that the Defendants acted solely out of malice or used improper means that amounted to defamation and slander, and that the Defendant's actions caused injury to Plaintiffs' relationships with said third parties.

57. But for the actions of the Defendants, Plaintiffs business relationships with third parties would be intact and Plaintiffs' reputation with said third parties would be intact, among other things.

58. The actions of the Defendants are willful and wanton and so despicable that punitive damages are warranted.

59. As a direct and proximate result of Defendant's tortious interference with Plaintiffs' business relationships, Plaintiffs have been damaged in at least the following ways:

- a. Loss of reputation
- b. Business lost due to reputational damage.
- c. Other tangible and intangible losses.
- d. Punitive damages.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

Count III
Trade Disparagement and Conspiracy to Commit Trade Disparagement
(as against John, JPC, Peter, and Cathy)

60. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

61. The co-conspirators are John, JPC, Peter, and Cathy.

62. The object of the conspiracy was to use the Defendant's access to and influence over members of the community, including but not limited to active and former clients of the Plaintiffs, in order to falsely disparage the services provided by Plaintiffs.

63. John falsely disparaged Plaintiffs' services and acted in the furtherance of the conspiracy by: 1) leaving Plaintiffs' clients voicemails in which he spread false statements about Plaintiffs' actions; 2) leaving Plaintiffs' clients voicemails in which he spread mistruths about Plaintiffs' mental health; 3) influencing Plaintiffs' former clients to commence disciplinary actions with the ARDC against Plaintiffs; 4) other ways known and unknown.

64. JPC falsely disparaged Plaintiffs' services and acted in the furtherance of the conspiracy via its affiliation as with John, Peter, and Cathy and thusly, in every way known and unknown via their actions.

65. Peter falsely disparaged Plaintiffs' services and acted in the furtherance of the conspiracy by: 1) leaving Plaintiffs' clients voicemails in which he spread mistruths about Plaintiffs' actions; 2) leaving Plaintiffs' clients voicemails in which he spread mistruths about Plaintiffs' mental health; 3) influencing Plaintiffs' former clients to commence disciplinary actions with the ARDC against Plaintiffs; 4) other ways known and unknown.

66. Cathy falsely disparaged Plaintiffs' services and acted in furtherance of the conspiracy by: 1) spreading mistruths about Plaintiffs mental health; and 2) other ways known and unknown.

67. But for the actions of the Defendants, Plaintiffs' reputation would be intact, Plaintiffs would not have had to bear the expense of defending ARDC actions, and Plaintiffs would not have been damaged in other known and unknown ways.

68. The actions of the Defendants are willful and wanton and so despicable that punitive damages are warranted.

69. As a direct and proximate result of the trade disparagement and conspiracy, Plaintiffs have been damaged including but not limited to the following ways:

- a. Loss of reputation.
- b. Cost of defending ARDC actions.
- c. Business lost due to reputational damage.
- d. Cost of litigating this suit.
- e. Other tangible and intangible losses.
- f. Punitive damages.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

Count IV
Trespass
(as against John, JPC, Bros, and Peter)

70. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

71. Plaintiffs allege that they and only they had the right of possession of the ALO offices in the Barrington Building. (Exhibit 3).

72. Plaintiffs further allege that John, Peter, and therefore JPC and Bros, on several documented occasions and other unknown occasions, entered the ALO offices without the authority to do so and without providing notice to Plaintiffs.

73. But for the Defendants' trespass, Plaintiffs would not have been forced to find new offices and refuse to renew Plaintiffs' leases at the Barrington Building, Plaintiffs would not have had to bear the expense of installing the MDVS, Plaintiffs would not have had to endure unnecessary anguish related to the breach of client confidentiality as a result of the Defendants' trespass, incur the cost of moving, the costs of printing new stationary and notifying the courts and litigants in his cases of the change of address, and other ways known and unknown.

74. The actions of the Defendants are willful and wanton and so despicable that punitive damages are warranted.

75. As a direct and proximate result of Defendants' trespass, Plaintiffs have been damaged in the following ways:

- a. Costs associated with the installation of the MDVS.
- b. Costs associated with relocating the ALO offices prior to the end of the Barrington Building leases.
- c. Reputational costs related to the breach of client confidentiality.

d. Other tangible and intangible ways.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

Count V
Violation of Quiet Enjoyment and Failure to Return Security Deposit
(as against Bros)

76. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

77. Plaintiffs allege, as tenants in the Barrington Building, Plaintiffs were entitled to the covenant of quiet enjoyment related to said tenancy.

78. Plaintiffs further allege that Bros interfered with Plaintiffs' right to quiet enjoyment on numerous occasions, both documented and undocumented, when agents of Bros entered the premises subject to the tenancy without permission and outside of any provision in the leases. (Exhibit 3).

79. Plaintiffs further allege that Defendant never returned to Plaintiffs their security deposit related to the leases documented as Exhibit 3, that the leases in Exhibit 3 are silent as to the return of security deposits, that Defendant drafted and/or provided said leases and therefore any oversight in said leases are to be construed against the Defendant, and thusly Defendant must return said security deposit to Plaintiffs with interest.

80. But for Defendant's actions Plaintiffs right of quiet enjoyment would not have been breached, Plaintiffs would have an understanding of how Defendants were planning to manage Plaintiffs' security deposit, and Plaintiffs would have received their security deposit in a timely fashion, among other things.

81. The actions of the Defendants are willful and wanton and so despicable that punitive damages are warranted.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

Count VI
Breach of Contract
(as against Peter)

82. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

83. Plaintiffs allege that Peter has refused to pay Plaintiffs for costs and legal services rendered related to his IDFPR representation despite numerous attempts to collect and in direct breach of the parties verbal agreement related to said representation.

84. Plaintiffs further allege that Plaintiffs have exhausted multiple hours and dollars representing Peter that would have otherwise be spent representing paying clients.

85. Peter owes Ayres and ALO approximately \$97,691.78 for said representation.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

Count VI
Quantum Meruit
(as against Peter)

86. The Plaintiffs reallege paragraphs 1-43 as set forth fully herein.

87. If there is no contract then Ayres and ALO should be paid a reasonable amount of money for the costs advanced and services rendered.

WHEREFORE, Plaintiffs pray that this court enter a judgment in their favor in an amount to be found due by a jury in excess of the jurisdictional minimum and for further relief that is just and equitable in the circumstances.

WHEREFORE, Plaintiffs, Ayres Law Offices, Ltd. and James J. Ayres, Sr., pray for a Judgment against Defendants Peter John Curielli, John Peter Curielli, Law Offices of John Peter Curielli, John Peter Curielli, PC, Curielli Bros., and Cathy Curielli for compensatory damages in the amount of approximately \$1,097,691.78 plus interest and costs or any amount the court finds due and for further relief that is just and equitable in the circumstances.

Ayres Law Offices, Ltd. and
James J. Ayres, Sr.

BY: 

Their Attorney

Joseph T. Gentleman (36153)
33 North Dearborn Street
Suite 1401
Chicago, Illinois 60602
(312) 220-0020
jgentleman@gentlemanlaw.com

EXHIBIT 1

Illinois

Department of Financial and Professional Regulation
LICENSE LOOKUP

[Return to IDFPR](#)

[Lookup a License](#)

[Lookup Help](#)

[Primary Source Statement](#)

Search for a license

Criteria (click to show/hide)

Current Filters: Last Name: Curielli

Name	License Status	License Number	City/State	Original Issue Date	Current Expiration Date	Ever Disciplined
Detail JOHN PETER CURIELLI	CANCELLED	475063312	Tower Lakes, IL	07/06/1971	04/30/2012	N
Detail JOHN PETER CURIELLI	ACTIVE	471005949	Tower Lakes, IL	03/08/2012	04/30/2017	N
Detail PETER J CURIELLI	CLOSED	475037335	ELMWOOD PARK, IL	07/19/1947	03/31/1996	N
Detail PETER J CURIELLI	ACTIVE	239000345	BARRINGTON, IL	03/01/2006	09/30/2018	N

<u>Detail</u>	PETER J CURIELLI	CANCELLED	475108960	BARRINGTON, IL	12/04/2003	04/30/2012	N
<u>Detail</u>	PETER J CURIELLI	SUSPENDED	471005790	BARRINGTON, IL	03/06/2012	04/30/2017	Y
<u>Detail</u>	CATHERINE M CURIELLI	EXPIRED	476158801	BARRINGTON, IL	07/06/1971	04/30/2007	Y

EXHIBIT 2

STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
DIVISION OF PROFESSIONAL REGULATION
REAL ESTATE PROFESSIONS

DEPARTMENT OF FINANCIAL AND)	
PROFESSIONAL REGULATION)	
of the State of Illinois,)	Complainant
)	
v.)	No. 2013-01442
)	
PETER J. CURIELLI)	
License No. 471.005790,)	Respondent

NOTICE OF PRELIMINARY HEARING

TO: Peter J. Curielli
126 S Northwest Hwy
Barrington, IL 60010

PLEASE TAKE NOTICE THAT on Tuesday February 11, 2014, at 9:00 AM, you are directed to appear before the Hearing Officer for the Division of Professional Regulation, Department of Financial and Professional Regulation of the State of Illinois, (hereinafter the "Division"), located at 100 W. Randolph, Ste. 9-300, Chicago, Illinois, at which time a hearing date will be set. You are requested to present any and all motions you may wish to have heard regarding the charges in the attached Complaint. Any and all motions presented on the above date must first be served on this agency, ATTN: Docket Administrator, Department of Financial and Professional Regulation, Division of Professional Regulation, 100 W Randolph, Ste. 9-300, Chicago, Illinois, 60601, at least Five (5) business days in advance of the scheduled preliminary hearing.

IT IS REQUIRED THAT WITHIN TWENTY (20) DAYS OF THE DATE OF SERVICE OF THIS COMPLAINT YOU FILE AN ANSWER TO THE ATTACHED COMPLAINT. The Answer shall comply with the Rules of Practice in Administrative Hearings. It shall respond to each numbered paragraph of each Count of the Complaint by either: 1) admitting the allegation, 2) denying the allegation, or 3) under oath, stating that you have insufficient information with which to either admit or deny the allegation. File the Answer signed by you with the Division of Professional Regulation at the address listed above. You may file your Answer either personally or by certified mail, return receipt requested. You should retain a copy of your Answer. Your license may be revoked, suspended, placed on probation, or otherwise disciplined, and additionally you may be fined as the result of an adverse finding. Failure to file an Answer or otherwise plead may result in a default being taken against you. Your attendance at the Preliminary Hearing is MANDATORY.

14 JAN -9 PM 2:10

ILL. DEPT. OF FINANCIAL AND
PROFESSIONAL REGULATION

Your appearance may be made personally or through an Illinois licensed attorney. Failure to so appear may result in the selection of status and/or formal evidentiary hearing dates in your absence, or in a default being taken against you, unless a written motion for continuance has been granted by the Hearing Officer in advance of the hearing date.

RULES OF PRACTICE IN ADMINISTRATIVE HEARINGS (68 Ill. Admin. Code Section 1110 et seq.), AND THE LAWS GOVERNING YOUR PROFESSION ARE AVAILABLE AT OUR WEB SITE, <http://www.idfpr.com>.

DEPARTMENT OF FINANCIAL AND PROFESSIONAL
REGULATION of the State of Illinois, Manuel Flores,
ACTING SECRETARY

DIVISION OF PROFESSIONAL REGULATION

BY:



Dan Faermark
Chief of Real Estate Prosecutions

Patrick Bernard
Staff Attorney
Department of Financial and Professional Regulation
Division of Professional Regulation
100 W. Randolph St., Suite 9-300
Chicago, IL 60601

Enf. Id: 2013-01442
Resp. Peter J. Curielli Lic. No 471.005790

STATE OF ILLINOIS

)

) 2011-03928

COUNTY OF COOK

)

UNDER PENALTY OF PERJURY, as provided by law, Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that I caused copies of the foregoing COMPLAINT and NOTICE OF PRELIMINARY HEARING to be deposited in the United States mailbox located at 100 West Randolph Street, Chicago, Illinois 60601, by both regular mail and certified mail, return receipt requested in envelopes with proper postage affixed and addressed to the parties at the addresses listed above, prior to 5:00 p.m. on the following date: January 10th, 2014.

Serial No.: _____

Joe M. Hamzeloo
519 South Edward Street
Mt. Prospect, IL 60056

STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
DIVISION OF PROFESSIONAL REGULATION
REAL ESTATE PROFESSIONS

DEPARTMENT OF FINANCIAL AND)	
PROFESSIONAL REGULATION)	
of the State of Illinois, Complainant)	
)	
v.)	No. 2013-01442
)	
PETER CURIELLI)	
License No. 471.005790, Respondent)	

ILL. DEPT. OF FINANCIAL AND
PROFESSIONAL REGULATION
14 JAN -9 PH 2:10

COMPLAINT

NOW COMES THE DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION, DIVISION OF PROFESSIONAL REGULATION of the State of Illinois, by its Chief of Real Estate Prosecutions, Dan Faermark, and its Complaint against PETER CURIELLI, Respondent, complains as follows:

COUNT I

1. That PETER CURIELLI ("Respondent") is presently the holder of a Certificate of Registration as a Licensed Real Estate Managing Broker in the State of Illinois, License no. 471.005790. Said license is currently in ACTIVE status.
2. That Respondent was the holder of a Licensed Real Estate Managing Broker license in Illinois through all times relevant to this complaint.
3. At all times relevant herein, the Illinois Department of Financial and Professional Regulation (hereinafter "the Department") had the power and duty to investigate and discipline the conduct of license holders and to take all action sought herein pursuant to the Real Estate License Act of 2000, 225 ILCS 454/20-60, and the rules adopted by the Department in furtherance thereof, 68 Ill. Admin. Code 1450 et seq.

4. That on or about February 11, 2013 Respondent performed broker activities in a subject transaction for a property located at 5521 S. Oak Park Ave, Chicago, IL.
5. That in the process of negotiating the terms of sale for said subject property Respondent provided legal services.
6. Respondent acted as both an attorney and real estate broker in said subject transaction.
7. That the foregoing acts and/or omissions are in violation of 225 ILCS 454/20-20(a)(34).
8. The foregoing acts and/or omissions are grounds for discipline pursuant to 225 Illinois Compiled Statutes Section 454/20-20(a).

WHEREFORE, based upon the foregoing allegations, the Division of Professional Regulation of the Department of Financial and Professional Regulation of the State of Illinois, Chief of Real Estate Prosecutions, Dan Faermark, prays that the Licensed Real Estate Managing Broker License of Respondent PETER CURIELLI be suspended, revoked, or otherwise disciplined.

DIVISION OF PROFESSIONAL REGULATION

BY: 

Dan Faermark
Chief of Real Estate Prosecutions

Patrick Bernard
Department of Financial and Professional Regulation
Division of Professional Regulation
100 W. Randolph St., Suite 9-300
Chicago, IL 60601
312-814-8227

EXHIBIT 3

GEORGE E. COLE@
LEGAL FORMS

No. 888 REC
March 1996

OFFICE LEASE

CAUTION: Consult a lawyer before using or acting under this form. *Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.*

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
August 1, 2014	July 31, 2015	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
Rent \$595.00	July 11, 2013	126 South Northwest Highway, Barrington, IL 60010 (2 nd Fl. Rear Suite - also known as Suite 200) And Use of Conference Room
PURPOSE		
Business Office		

LESSEE:

NAME Ayres Law Offices, Ltd.

ADDRESS 115 Little Creek Drive

CITY Streamwood, IL 60107

LESSOR:

NAME CURIELLI BROS.

ADDRESS 126 South Northwest Highway

CITY Barrington, IL 60010-4608

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. If monthly rental payment is not received on or before the 1st day of each month, Lessee will be responsible to pay an additional \$25.00 late fee.

2. HEAT; NON-LIABILITY OF LESSOR. Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his own expense heat for the heating apparatus in the demised premises and air conditioning at all other times, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.

3. HALLS. Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned

and generally cared for, accidents and unavoidable delays excepted.

4. RULES AND REGULATIONS. The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.

5. ASSIGNMENT; SUBLETTING. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

6. SURRENDER OF PREMISES. Lessee shall quit and surrender the 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 Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.

7. NO WASTE OR MISUSE. Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.

8. TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING. At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred and No/100 (\$100.00) Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.

9. REMOVED PROPERTY. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.

10. LESSOR NOT LIABLE. Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, Such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.

11. OPTION TO TERMINATE. In the event that the Lessor, his successors, attorneys or assigns shall desire to regain the possession of the Premises herein described, for any reason, Lessor shall have the option of so doing upon giving the Lessee thirty days' notice of Lessor's election to exercise such option.

12. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

13. CONFERENCE ROOM. Lessor agrees that reasonable access to the first floor conference room will be available to Lessee on a first-come, first-serve basis; provided however Lessee may reserve the use of the conference room with 24 hours advance notice.

14. SIGNAGE. Lessee's name will be placed on office directory at entrance to the building.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Please print or type name(s) below signature(s).

LESSEE:
AYRES LAW OFFICES, LTD.

LESSOR:
CURIELLI BROS.


James J. Ayres, President

(SEAL)

By:

John Peter Curielli, General Partner

(SEAL)

(SEAL)

(SEAL)

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the room leased and on the directory board and front entrance, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be placed in front of Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.
2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Lessor first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.
3. No additional locks shall be placed upon any doors of said room without the written consent of the Lessor first had and endorsed upon this lease; and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys of Premises and Building.
4. All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the Lessor; the Lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damage done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the Lessee. Furniture, boxes or other bulky articles belonging to Lessee shall be carried up in the freight compartment of the elevators of the Building; packages which can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down by the passenger elevator, at such times as may be allowed by the management.
5. No person or persons other than the Janitor of this Building shall be employed by Lessee for the purpose of taking charge of Premises without the written consent of Lessor first had and endorsed upon this lease. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the Building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.
6. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.
7. The rent of an office will include occupancy of office, water to Lessor's standard fixtures, heat, and elevator service during reasonable working hours; but Lessor shall not be liable for any damages from the stoppage of water, heat or elevator service.
8. If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease no boring or cutting for wires will be permitted.
9. If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing on this lease.
10. The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs, or other animals shall not be allowed in the Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness.
11. No packages, merchandise or other effects shall be allowed to remain in the halls at any time.
12. The Lessor reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the Premises and for the preservation of good order therein.
13. It is understood and agreed between the Lessee and the Lessor that no assent or consent to change in or waiver of any part of this lease has been or can be made unless done in writing and endorsed hereon by the Lessor; and in such case it shall operate only for the time and purpose in such lease expressly stated.

OFFICE LEASE

CAUTION: Consult a lawyer before using or acting under this form. *Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.*

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
August 1, 2014	July 31, 2015	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
Security Deposit \$315.00 Rent \$315.00	July 11, 2014	126 South Northwest Highway, Barrington, IL 60010 (2 nd Front Secretarial)
PURPOSE		
Business Office		

LESSEE:

NAME Ayres Law Offices, Ltd.

ADDRESS 115 Little Creek Drive

CITY Streamwood, IL 60107

LESSOR:

NAME CURIELLI BROS.

ADDRESS 126 South Northwest Highway

CITY Barrington, IL 60010-4608

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. If monthly rental payment is not received on or before the 1st day of each month, Lessee will be responsible to pay an additional \$25.00 late fee.

2. **HEAT; NON-LIABILITY OF LESSOR.** Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.

3. HALLS. Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.

4. RULES AND REGULATIONS. The rules and regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.

5. ASSIGNMENT; SUBLETTING. Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

6. SURRENDER OF PREMISES. Lessee shall quit and surrender the 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 Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.

7. NO WASTE OR MISUSE. Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.

8. TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING. At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred and No/100 (\$100.00) Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.

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11. OPTION TO TERMINATE. In the event that the Lessor, his successors, attorneys or assigns shall desire to regain the possession of the Premises herein described, for any reason, Lessor shall have the option of so doing upon giving the Lessee thirty days' notice of Lessor's election to exercise such option.

12. CONFESSION OF JUDGMENT. If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocably constitutes any attorney of any Court of Record in this State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

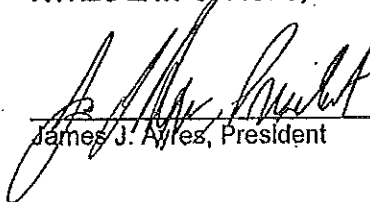
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WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Please print or type name(s) below signature(s).

LESSEE:
AYRES LAW OFFICES, LTD.

LESSOR:
CURIELLI BROS.



James J. Ayres, President (SEAL)

By: _____ (SEAL)
John Peter Curielli, General Partner

(SEAL)

(SEAL)

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of Building, except on the glass of the doors and windows of the room leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be placed in front of Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases without notice to the Lessee, at the expense of the Lessee. At the expiration of the term Lessee is to remove all his signs from such windows, doors and directory board.
2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids in the Premises without the written consent of the Lessor first had and endorsed on this lease, and all stoves which may be allowed in the Premises shall be placed and set up according to the city ordinance.
3. No additional locks shall be placed upon any doors of said room without the written consent of the Lessor first had and endorsed upon this lease; and the Lessee will not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon the termination of this lease, Lessee will surrender all keys of Premises and Building.
4. All safes shall be carried up or into Premises at such times and in such a manner as shall be specified by the Lessor; the Lessor shall in all cases retain the power to prescribe the proper position of such safes, and any damage done to the Building by taking in or putting out a safe, or from overloading the floor with any safe, shall be paid by the Lessee. Furniture, boxes or other bulky articles belonging to Lessee shall be carried up in the freight compartment of the elevators of the Building, packages which can be carried by one person and not exceeding fifty pounds in weight, may, however, be carried down by the passenger elevator, at such times as may be allowed by the management.
5. No person or persons other than the janitor of this Building shall be employed by Lessee for the purpose of taking charge of Premises without the written consent of Lessor first had and endorsed upon this lease. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the Building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency of fire, or required examination that may arise.
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9. If Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, material and make as may be prescribed by the Lessor in writing on this lease.
10. The light through the transoms opening into the hall shall not be obstructed by the Lessee. Birds, dogs, or other animals shall not be allowed in the Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in these respects, or any of them, shall make good all injuries sustained by other tenants, and also all damage to the Building resulting from such default or carelessness.
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