The Board of the Office of Congressional Ethics (“the Board”), by a vote of no less than four members on May 29, 2014, adopted the following report and ordered it to be transmitted to the Committee on Ethics of the United States House of Representatives (“the Committee”).

SUBJECT:  Representative Bobby L. Rush

NATURE OF THE ALLEGED VIOLATION: Representative Bobby Rush’s state and federal campaign committees may have accepted in-kind contributions, in the form of free office rental space, in violation of Illinois state law, House rules, and federal law. By accepting these contributions, Representative Rush may have accepted gifts or special favors in violation of House rules and standards of conduct. Representative Rush’s congressional campaign committee (“Citizens for Rush”) may have also made donations to the Beloved Community Christian Church (“the Church”) in violation of House rules and federal law.

RECOMMENDATION: The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush’s state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, House rules, and federal law.

The Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush’s donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.

VOTES IN THE AFFIRMATIVE:  6

VOTES IN THE NEGATIVE:  0

ABSTENTIONS:  0

MEMBER OF THE BOARD OR STAFF DESIGNATED TO PRESENT THIS REPORT TO THE COMMITTEE ON STANDARDS OF OFFICIAL CONDUCT: Omar S. Ashmawy, Staff Director & Chief Counsel.
FINDINGS OF FACT AND CITATIONS TO LAW

Review No. 14-8751

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OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

FINDINGS OF FACT AND CITATIONS TO LAW

Review No. 14-8751

On May 29, 2014, the Board of the Office of Congressional Ethics ("the Board") adopted the following findings of fact and accompanying citations to law, regulations, rules and standards of conduct (in italics).

The Board notes that these findings do not constitute a determination of whether or not a violation actually occurred.

I. INTRODUCTION
   A. Summary of Allegations
      1. Representative Bobby Rush’s state and federal campaign committees may have accepted in-kind contributions, in the form of free office rental space, in violation of Illinois state law, House rules and federal law. By accepting these contributions, Representative Rush may have accepted gifts or special favors in violation of House rules and standards of conduct. Representative Rush’s congressional campaign committee ("Citizens for Rush") may have also made donations to the Beloved Community Christian Church ("the Church") in violation of House rules and federal law.
      2. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush’s state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, federal law, and House rules.
      3. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.
      4. The Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush’s donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.
   B. Jurisdiction Statement
      5. The allegations that were the subject of this review concern Representative Bobby L. Rush, a Member of the United States House of Representatives from the 1st District of Illinois. The Resolution the United States House of Representatives adopted creating the Office of Congressional Ethics ("OCE") directs that, "[n]o review shall be undertaken… by the board of any alleged violation that occurred before the date of adoption of this
C. Procedural History

6. The OCE received a written request for preliminary review in this matter signed by at least two members of the Board on January 28, 2014. The preliminary review commenced on January 29, 2014. The preliminary review was scheduled to end on February 27, 2014.

7. At least three members of the Board voted to initiate a second-phase review in this matter on February 27, 2014. The second-phase review commenced on February 28, 2014. The second-phase review was scheduled to end on April 13, 2014.

8. The Board voted to extend the 45-day second-phase review by an additional 14 days on March 28, 2014, as provided for under the Resolution. Following the extension, the second-phase review was scheduled to end on April 27, 2014.

9. Pursuant to Rule 9(B) of the OCE Rules for the Conduct of Investigations, Representative Rush made a statement to the Board on May 29, 2014.

10. The Board voted to refer the matter to the Committee and adopted these findings on May 29, 2014.

11. The report and its findings in this matter were transmitted to the Committee on June 10, 2014.

D. Summary of Investigative Activity

12. The OCE requested documentary and in some cases testimonial information from the following sources:

   (1) Representative Bobby L. Rush;

   (2) The Campaign Treasurer for Citizens for Rush and Friends of Bobby Rush (“Campaign Treasurer”);

   (3) The Citizens for Rush Campaign Volunteer (“Campaign Volunteer”);

   (4) The Church;

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2 A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a preliminary review is received by the OCE on a date certain. According to H. Res. 895 of the 110th Congress (hereafter “the Resolution”), the timeframe for conducting a preliminary review is 30 days from the date of receipt of the Board’s request.
3 According to the Resolution, the Board must vote on whether to conduct a second-phase review in a matter before the expiration of the thirty-day preliminary review. If the Board votes for a second-phase, the second-phase begins when the preliminary review ends. The second-phase review does not begin on the date of the Board vote.
(5) Angelique Chatman;
(6) The Head Trustee of the Church;
(7) A Church Core Group Member;
(8) Representative Rush’s Son;
(9) Representative Rush’s Brother;
(10) The Beloved Community Family Wellness Center (“BCFWC”);
(11) The BCFWC Executive Director;
(12) A BCFWC Board Member;
(13) Beloved Community Family Services (“BCFS”);
(14) Draper & Kramer, Inc.; and
(15) The Draper & Kramer Property Manager.

13. The OCE requested information from Angelique Chatman, Representative Rush’s niece and Church administrative assistant, but Ms. Chatman failed to provide the information to the OCE. Ms. Chatman was determined to be a non-cooperating witness.

II. REPRESENTATIVE RUSH’S OFFICE RENTAL SPACE IN CHICAGO

A. Applicable Law, Rules, and Standards of Conduct

In-Kind Contributions

14. 11 C.F.R. § 100.52(a) states: “A gift, subscription, loan (except for a loan made in accordance with 11 CFR 100.72 and 100.73), advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office is a contribution.”

15. 11 C.F.R. § 100.52(d)(1) states: “For purposes of this section, the term anything of value includes all in-kind contributions. Unless specifically exempted under 11 CFR part 100, subpart C, the provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services is a contribution. Examples of such goods or services include, but are not limited to: Securities, facilities, equipment, supplies, personnel, advertising services, membership lists, and mailing lists. If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee.”
16. 11 C.F.R. § 110.1(e) states: “Contributions by partnerships. A contribution by a partnership shall be attributed to the partnership and to each partner—

(1) In direct proportion to his or her share of the partnership profits, according to instructions which shall be provided by the partnership to the political committee or candidate; or

(2) By agreement of the partners, as long as—

   (i) Only the profits of the partners to whom the contribution is attributed are reduced (or losses increased), and

   (ii) These partners’ profits are reduced (or losses increased) in proportion to the contribution attributed to each of them.

A contribution by a partnership shall not exceed the limitations on contributions in 11 CFR 110.1 (b), (c), and (d). No portion of such contribution may be made from the profits of a corporation that is a partner.”


18. 2 U.S.C. § 434(b)(3)(A) states, “Under this section each report shall disclose the identification of each—

   person (other than a political committee) who makes a contribution to the reporting committee during the reporting period, whose contribution or contributions have an aggregate amount or value in excess of $200 within the calendar year . . . .”


   (a) It is unlawful for a political committee to accept contributions except as provided in this Section.

   (b) During an election cycle, a candidate political committee may not accept contributions with an aggregate value over the following: (i) $5,000 from any individual, (ii) $10,000 from any corporation, labor organization, or association,

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4 2 U.S.C. § 441b(a) prohibits corporations from making contributions or expenditures “in connection with any election to any political office” and any candidate “knowingly to accept or receive any contribution prohibited by this section.”

5 See 2 U.S.C §§ 441a(a)(1)(A), (c).

6 The Article took effect on January 1, 2011.

7 On January 1 of each odd-numbered year, the State Board of Elections is required to adjust the amounts of the contribution limitations. In 2013, the limits for contributions from individuals and corporations were raised to $5,300 and $10,500, respectively.
16. Illinois Elections Code, Article 9, section 9-10 states:

“(b) Every political committee shall file quarterly reports of campaign contributions, expenditures, and independent expenditures . . .

(c) A political committee shall file a report of any contribution of $1,000 or more electronically with the Board within 5 business days after receipt of the contribution . . . .”

20. The House Ethics Manual states: “Moreover, under these rules, a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”

Gifts

21. House Rule 25, clause 5 (a)(1)(A)(i) states that “A Member, Delegate, Resident Commissioner, officer, or employee of the House may not knowingly accept a gift except as provided in this clause.”

22. House Rule 25, clause 5 (a)(1)(B)(i) states that “A Member, Delegate, Resident Commissioner, officer, or employee of the House may accept a gift (other than cash or cash equivalent) not prohibited by subdivision (A)(ii) that the Member, Delegate, Resident Commissioner, officer, or employee reasonably and in good faith believes to have a value of less than $50 and a cumulative value from one source during a calendar year of less than $100.”

23. House Rule 25, clause 5 (a)(2)(A) states that “In this clause the term ‘gift’ means a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value.”

24. House Rule 25, clause (a)(3) states that “The restrictions in subparagraph (1) do not apply to the following:

(B) A contribution, as defined in section 301(8) of the Federal Election Campaign Act of 1971 (2 U.S.C. 431) that is lawfully made under that Act, a lawful contribution for election to a State or local government office, or attendance at

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8 The Illinois State Board of Elections defines in-kind contributions as “anything of value, other than cash, donated to the political committee. Generally speaking, it will be goods or services provided to the committee free of charge – such as a friend who provides campaign printing at no charge or a real estate agent who provides campaign office space rent-free.” http://www.elections.il.gov/downloads/campaigndisclosure/pdf/campdiscguide.pdf.

Special Favors or Benefits

25. In the Matter of Representative Charles B. Rangel, an adjudicatory subcommittee from the Committee on Ethics found that a “landlord’s tolerance of Representative Rangel’s use of an apartment . . . in violation of terms of the lease . . . was a favor or benefit to Representative Rangel, which may be construed by reasonable persons as influencing the performance of his governmental duties.”

26. The Code of Ethics for Government Service, clause 5 states that a Member should “[n]ever discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties.”

B. Representative Rush Has Been a Tenant at 3361 S. Martin Luther King Drive, Unit C-6, Chicago, Illinois Since 1989

27. In 1989, Representative Rush moved into an office space located at 3361 S. Martin Luther King Drive, Unit C-6, Chicago, Illinois while he was an Alderman on the Chicago City Council. Representative Rush stated that he conducted city business out of the office space from 1989 until 1993 when he was sworn in as a Member of Congress. He has maintained occupancy in the space continuously since 1989.

28. During that time as an Alderman, Representative Rush used the space as a “service office” but did not conduct any Aldermanic campaign business there. Rent was paid by the City of Chicago under the terms of the lease, which was approved by the Chicago Corporation Counsel. Draper & Kramer, Inc. corroborated that rent had been collected at some point during the tenancy. Representative Rush signed the lease but did not recall the terms of the document.

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10 House Rule 25, clause (a)(3) (emphasis added).
12 Transcript of Interview of Bobby Rush, May 7, 2014 (“Rep. Rush Transcript”) (Exhibit 1 at 14-8751_0036); Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0081).
14 Id. at 14-8751_0038; Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).
15 Id. at 14-8751_0033.
16 Id. at 14-8751_0037, 55.
17 Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).
18 Rep. Rush Transcript (Exhibit 1 at 14-8751_0036).
a. The Lease

29. As shown below, the lease was executed on August 4, 1989 between “Lake Meadows Associates” as landlord, and “Bobby Rush, an individual” as tenant. Lake Meadows Associates is an Illinois limited partnership and a “portfolio property” of Draper & Kramer, Inc., an Illinois corporation. Representative Rush told the OCE that “notwithstanding what’s on this lease,” he believed Draper & Kramer, Inc. to be the landlord, although not a landlord in the “typical sense.”

30. The basic terms of the 1989 agreement for unit C-6 call for a one year lease with a fixed minimum rent of $627.00 per month. In addition to that figure, the tenant was also responsible for a $500.00 estimated common area charge, a $19.00 estimated insurance charge, and a $253.00 payment for estimated real estate taxes, bringing the total amount due to $1,399.00 per month. In 2011, the amount due for estimated real estate taxes increased to $600, bringing the total amount due to $1,746.00 per month. As of May 2014, this amount remains as the cost of leasing unit C-6.
31. The use of the office space is described in the lease as “an aldermanic office for Alderman Rush’s local Chicago political Ward, known as the Second Ward.”27 The tenant’s name in the lease is “Alderman Bobby Rush.”28

<table>
<thead>
<tr>
<th>USE (ARTICLE VI):</th>
<th>As an aldermanic office for Alderman Rush's local Chicago political Ward, known as the Second Ward.</th>
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<tbody>
<tr>
<td>TENANT'S TRADE NAME (ARTICLE VI):</td>
<td>ALDERMAN BOBBY RUSH</td>
</tr>
</tbody>
</table>

32. The lease expired in 1990 and is currently a month-to-month tenancy governed by the terms of the original lease.29 A Draper & Kramer Property Manager told the OCE that she began managing the account in 2002 and had no knowledge of whether the circumstances of the tenancy changed upon Representative Rush’s election to the House of Representatives.30

b. Ward Committeeman, State Committeeman & Friends of Bobby Rush

33. The OCE was given various accounts on how the office space was used after 1993, when Representative Rush became a Member of Congress. Representative Rush told the OCE that after he became a Member, and up until a “few years ago,” he was a Cook County Democratic Ward Committeeman and used the space to conduct “political Ward meetings” where precinct captains would conduct business.31

34. After his tenure as a Ward Committeeman, Representative Rush then became an Illinois state Democratic Party Central Committeeman (“State Committeeman”),32 which he remains today.33 As a State Committeeman, Representative Rush used the office space to meet with prospective candidates for state and local elected office, gathering material from them, and circulating material for them.34 He conducted meetings in that fashion until “six [or] seven” years ago.35 Representative Rush later told the OCE that although there was “really no need to have” the office, “sometimes” he would “exercise some” of his responsibilities as a state Committeeman out of the office.36 Representative Rush called the office his “political office . . . strictly used as a function of my State Central Committeeman.”37

27 Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0082).
28 Id.
29 Property Manager Transcript (Exhibit 4 at 14-8751_0112); Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).
30 Property Manager Transcript (Exhibit 4 at 14-8751_0130).
31 Rep. Rush Transcript (Exhibit 1 at 14-8751_0034).
32 In 1986 Representative Rush established a state political committee named “Friends of Bobby Rush.” Today that committee serves in support of his status as a State Committeeman. See http://www.elections.il.gov/campaigndisclosure/committeesearch.aspx.
33 Rep. Rush Transcript (Exhibit 1 at 14-8751_0034).
34 Id. at 14-8751_0035.
35 Id.
36 Id. at 14-8751_0042.
37 Id. at 14-8751_0041.
35. According to Representative Rush, up until the last “three or four years” the space was used as a gathering place to watch election returns. Representative Rush told the OCE that a continuous use of the office, sometime in 2007 or 2008, had been for a community program called “Hope and Healing” for at-risk youth for about eighteen months. The space “just mostly sits there” and has “very little value” due to the vacant and abandoned properties next to it, infestation, and dangerous environment surrounding the space. Representative Rush told the OCE that he has neither “interest nor need” in using the office for personal purposes.

36. The Campaign Treasurer told the OCE that she is the treasurer for both Friends of Bobby Rush, the Illinois campaign committee formed in support of Representative Rush’s status as a State Committeeman, and Citizens for Rush, Representative Rush’s congressional campaign committee. She stated that the office is “more like a Committeeman’s office because there may be other candidates also” who occupy the office, but that to her, “it just stays empty because the posters on the windows are from the election two years ago.”

37. The Campaign Volunteer, who has a key to the office, told the OCE that the space “has been unoccupied for at least . . . five or six years” and that “when the office is used, it’s other candidates that come there and put their posters in the windows because of him. [Representative Rush], as a State Central Committeeman, that’s part of his responsibility…. When asked if a lease existed, the Campaign Volunteer stated that he did not know but “always thought [the office space] was a gift.” When asked what he meant by “gift,” the Campaign Volunteer responded that the City of Chicago at one time paid for use of the space and he thought that the lease was “extended” to Representative Rush after his time as Alderman.

c. Citizens for Rush

38. Concerning activities by Citizens for Rush in the office space, Representative Rush stated that he has not run “a campaign out of [the office space] in memory” and that he doubted ever using the space for congressional campaign purposes. He stated that the Campaign Treasurer and his wife, who is paid by Citizens for Rush for her congressional campaign work, conduct all their campaign work from home. Representative Rush later told the

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38 Id. at 14-8751_0035.
39 Id. Representative Rush told the OCE that a continuous use of the office, sometime in 2007 or 2008, had been for a community program called “Hope and Healing” for at-risk youth for about eighteen months. Id. at 14-8751_0040.
40 Rep. Rush Transcript (Exhibit 1 at 14-8751_0049).
41 Id. at 14-8751_0038.
42 Transcript of Interview of the Campaign Treasurer, Mar. 14, 2014 (“Treasurer Transcript”) (Exhibit 5 at 14-8751_0165-166).
43 Id. at 14-8751_0172, 174.
44 Transcript of Interview of the Campaign Volunteer, Mar. 14, 2014 (Exhibit 6 at 14-8751_0220).
45 Id. at 14-8751_0222.
46 Id. at 14-8751_0223.
47 Id. at 14-8751_0035, 41.
48 Id. at 14-8751_0057.
39. Although Representative Rush and his campaign staff acknowledged only incidental use of the space, especially by Citizens for Rush, Representative Rush’s Brother told the OCE that he may have done some “visibility work” or “field work” for Citizens for Rush in 2012 that included making telephone calls and meeting with campaign staff in the office space. He also stated that prior to 2011, he conducted campaign work in the office space and assumed that the work was done for Citizens for Rush.

40. Representative Rush’s Son told the OCE that he has worked on his father’s campaigns frequently and that he has “done a lot of things for Citizens for Rush,” including Election Day poll watching. When asked where he conducts his campaign work, including work for the State Committeeman candidacy, Representative Rush’s Son stated that “there’s a campaign office in Chicago, and it depends on the campaign . . . [i]t was on 35th and King Drive.” Representative Rush’s Son later stated that he did not think he had ever worked out of the 35th and King Drive office for Citizens for Rush, but “maybe in the early days we did.”

41. A BCFWC Board Member also told the OCE that she had volunteered for Citizens for Rush on Election Day in the past and had worked at a voting precinct. She stated that she knew that Citizens for Rush had an office space at “like 34th and Lake Meadows Shopping Center” and that on “Election Day, it’s kind of the hub where everybody picks up their material,” but “it’s really just open on Election Day.” The last time she visited the space was in 2009 or 2010.

42. The Campaign Treasurer told the OCE that there’s “very little activity” with Friends of Bobby Rush. She is currently paid solely for her work with Citizens for Rush, when funds are available. She also stated that although she completes work for Citizens for Rush at home, she uses the office space on Election Day to pay volunteers, feed volunteers, and to have a place for a “short meeting.” Utility payments have come from

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49 Id. at 14-8751_0041-42.
50 Transcript of Interview of Representative Rush’s Brother, Mar. 13, 2014 (Exhibit 7 at 14-8751_0258).
51 Id. at 14-8751_0259.
52 Transcript of Interview of Representative Rush’s Son, Mar. 13, 2014 (“Rep. Rush’s Son Transcript”) (Exhibit 8 at 14-8751_0286).
53 Id. at 14-8751_0291.
54 Id. at 14-8751_0294.
55 Transcript of Interview of a BCFWC Board Member, Apr. 10, 2014 (“Board Member Transcript”) (Exhibit 9 at 14-8751_0313).
56 This is the same space identified as “35th and King” and 3361 S. Martin Luther King Drive, unit C-6.
57 Board Member Transcript (Exhibit 9 at 14-8751_0314).
58 Id.
59 Treasurer Transcript (Exhibit 5 at 14-8751_0166).
60 Id.
61 Id. at 14-8751_0171.
Citizens for Rush funds when they are available. In late 2010 or early 2011, Citizens for Rush purchased a heating unit for the office space.

43. The Draper & Kramer Property Manager told the OCE that she did not know about Representative Rush’s status as a State Committeeman and that her only knowledge of Citizens for Rush came from posters in the windows of the office space. She viewed “Congressman Rush” as the tenant while noting that she based that view on the terms in the lease.

44. As discussed above, both Citizens for Rush and Friends of Bobby Rush conducted some degree of campaign work out of the office space since Representative Rush’s election as a Member of the House of Representatives and as a State Committeeman. Further, Representative Rush explained that he does not use the “political” office in any personal capacity.

C. Citizens for Rush and Friends of Bobby Rush May Have Exceeded State and Federal Contribution Limits By Accepting In-Kind Contributions in Addition to Failing to Report the Contributions

45. The office space landlord is Lake Meadows Associates, an Illinois limited partnership. Since November 7, 2007, Lake Meadows Associates has three general partners: D&K Investments Lake Meadows, LLC; DKIA Lake Meadows, LLC; and FC Ford Lake Meadows, LLC. All three general partners are registered in Illinois as limited liability companies.

46. Representative Rush told the OCE that he has never paid rent for use of the office space and that he has never been asked to pay rent. However, when he conducted Aldermanic work out of the office, he understood that rent was paid by the City of Chicago.

47. Representative Rush told the OCE that he has never received any communications from the landlord that rent was due and that he believed his presence in the space served some “benefit” to the landlord because his “name was on the door.” He further stated that he never felt Citizens for Rush had any obligation to pay for the office space because Citizens for Rush “never used that office.”

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62 Id. at 14-8751_0177.
63 Id. at 14-8751_0177-178.
64 Property Manager Transcript (Exhibit 4 at 14-8751_0150).
65 Id.
66 Limited Partnership Documents (Exhibit 10 at 14-8751_0334).
67 Id. at 14-8751_0333-335. Contributions from partnerships with LLC members are not treated as contributions from corporations (as prohibited by federal law, see 2 U.S.C. § 441b) unless the LLCs choose to be taxed as a corporation under federal tax law. See 11 C.F.R. § 110.1(g)(2). The OCE has obtained no evidence that any of the three LLC partners of Lake Meadows Associates has made that decision.
68 Rep. Rush Transcript (Exhibit 1 at 14-8751_0044).
69 Id. at 14-8751_0045.
70 Id. at 14-8751_0046.
71 Id.
48. When asked if he felt that either Friends of Bobby Rush or Citizens for Rush had to pay rent for use of the office space, Representative Rush told the OCE that he “probably would have felt that had someone said to me that you’re in violation of a lease . . . .” Representative Rush further stated that he viewed the situation as the office “being occupied rather than me being a tenant, and that there was no expectations [sic] that I had for anything regarding that office from Draper and Kramer.”

49. Draper & Kramer, Inc. maintains records for the unit C-6 office space and identifies “Congressman Bobby Rush” as the account holder. The company creates “lease ledgers” like the one represented below, dated November 1, 2013. In it, the itemized charges for the space are listed. Also listed are several entries of “w/o 2012 charges” bringing the balance to zero for the end of the year.

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Id. at 14-8751_0047.

Id. at 14-8751_0053.


Id.

Id. These are the same charges discussed previously in the findings: $627 rental charge; $19 estimated insurance charge; $600 estimated real estate tax charge; $500 estimated common area charge.

Id.
50. As shown in the example email below dated December 7, 2009, the Draper & Kramer Property Manager responded to an email from the head of the real estate management department, inquiring about a recommendation to “write off any uncollectable balances from any of your respective tenants.”

In her response she writes “2nd Ward Democratic Party . . . $20,044.18.” Later in the email she asks for permission to write off “Bobbie Rush.”

51. The Draper & Kramer Property Manager told the OCE that “uncollectable” means it is “something where . . . you don’t expect to collect.” When asked what factors are used to determine whether rent is uncollectable, the Draper & Kramer Property Manager stated that it is “a decision made by management” depending on “the particulars of that particular tenant . . . his ability to pay, his net worth.”

52. The OCE repeatedly asked the Draper & Kramer Property Manager why the decision was made to determine that this account was uncollectable and not to pursue the uncollected rent. The Draper & Kramer Property Manager continued to respond that the decision was a management decision and that a “precedent” had been set prior to her taking over the account. She only sought approval to continue with the precedent that had been set, a precedent she described as a “known fact.”

53. The Draper & Kramer Property Manager further stated that she did not make collection efforts on the account because she was not directed to do so.

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78 Email from Lawrence Cohen to the Draper & Kramer Property Manager, Dec. 7, 2009 (Exhibit 12 at 14-8751_0342-344).
79 Id.
80 Property Manager Transcript (Exhibit 4 at 14-8751_0116).
81 Id. at 14-8751_0117.
82 Id. at 14-8751_0117-122, 124-125.
83 Id. at 14-8751_0123.
84 Id. at 14-8751_0122.
made for other tenants but not for Representative Rush. When asked how many of the approximately 120 accounts that the Draper & Kramer Property Manager has under her supervision are considered entirely uncollectable, she responded with “very few.” “Possibly once or twice,” in addition to this account, has the Draper & Kramer Property Manager written off the entirety of charges associated with an account.

54. As shown in the letter below dated March 6, 2012 to Representative Rush, Draper & Kramer, Inc. sought to lease the property to another tenant, considering the space valuable and rentable. The Draper & Kramer Property Manager writes “[l]andlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.”

55. From 1993 through 2013, the amount of unpaid rent totaled approximately $365,040 at rates of $16,788 per year (1993-2011) and $20,952 per year (2011-2013). From the OCE’s jurisdiction date of March 11, 2008, the amount of unpaid rent totaled approximately $110,000. To date, Citizens for Rush has reported no contributions from Lake Meadows Associates or Draper & Kramer, Inc.
56. Therefore, there is a substantial reason to believe that Representative Rush’s state and federal campaign committees, as organizations over which Representative Rush exercises control, accepted excessive in-kind contributions from an Illinois partnership, and failed to report those contributions, in violation of Illinois state law, federal law, and House rules.

D. Representative Rush May Have Received Improper Gifts or Special Favors By Accepting the Impermissible In-Kind Contributions

57. Under House rules, contributions to a Member’s congressional campaign committee that comply with the Federal Election Campaign Act, as amended, are not considered gifts and are not subject to House Gift Rule restrictions.92

58. As stated above, there is a substantial reason to believe that Citizens for Rush, the congressional campaign organization over which Representative Rush exercises control, accepted in-kind contributions in violation of House rules and federal law. The excessive in-kind contributions did not comply with the Federal Election Campaign Act’s amount restrictions, and had a monetary value over $50. Therefore, these contributions are also potential impermissible gifts to Representative Rush.

59. Representative Rush and Citizens for Rush may have also received special favors or benefits from Lake Meadows Associates and Draper & Kramer, Inc. Representative Rush and his campaign committees were one of only a few tenants receiving yearly write-offs from the landlord and did so while failing to adhere to the terms of the lease, for roughly twenty years.

60. Therefore, there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.

III. REPRESENTATIVE RUSH’S CONGRESSIONAL CAMPAIGN COMMITTEE’S DONATIONS TO THE BELOVED COMMUNITY CHRISTIAN CHURCH AND ITS EMPLOYMENT OF HIS SON

A. Applicable Law, Rules, and Standards of Conduct

61. House Rule 23, clause 6(b) states that “a Member may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures.”

62. 2 U.S.C. § 439a(b)(1) states that “[a] contribution or donation described in subsection (a) of this section shall not be converted by any person to personal use.”

63. 11 C.F.R. § 113.1(g) states the following: “Personal use. Personal use means any use of funds in a campaign account of a present or former candidate to fulfill a commitment, obligation or expense of any person that would exist irrespective of the candidate’s campaign or duties as a Federal officeholder.”

64. 11 C.F.R. § 113.1(g)(2) states the following: “Charitable donations. Donations of campaign funds or assets to an organization described in section 170(c) of Title 26 of the United States Code are not personal use, unless the candidate receives compensation from the organization before the organization has expended the entire amount donated for purposes unrelated to his or her personal benefit.”  

B. Representative Rush’s Son is Employed by the Church

65. Representative Rush is the Pastor and Teacher of the Church located at 6430 S. Harvard Street, Chicago, Illinois. He helped establish the Church twelve years ago, approximately in 2002. The Church is a 501(c)(3) charitable organization under federal tax law and is led by a group of Church members called the “core group.” Representative Rush has never received any form of compensation for his work at the Church.

66. Four people are on the Church’s payroll: a drummer, the church steward, the choir director, and the organist.

67. On July 1, 2013 Representative Rush’s Son began employment with the Church. His position with the Church is as a custodial engineer. Representative Rush told the OCE that his son had volunteered in that role for some time until a decision was made to pay him for his services.

68. According to Representative Rush’s Son, “three or four months” prior to his start date, Representative Rush’s Son inquired about the open position by asking Representative Rush if the Church needed help. Representative Rush told his son that he would have to ask the core group about the decision to hire him. The core group then voted to hire him.

69. Representative Rush’s Son is paid bi-weekly at a rate of $300 per week and that rate has not changed as of April 2014. He works six or seven days a week for at least four

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93 The Federal Election Commission has issued several advisory opinions interpreting 11 C.F.R. § 113.1(g)(2). In those opinions, the FEC has stated that campaign funds donated to a charitable entity that employs a family member of the candidate is personal use. See, e.g., FEC Adv. Ops. 2005-06; 1997-1; 1996-40.

94 Rep. Rush Transcript (Exhibit 1 at 14-8751_0004).

95 Id. at 14-8751_0003.

96 Id. at 14-8751_0004.

97 Id. at 14-8751_0016; Transcript of Interview of Angelique Chatman, Mar. 13, 2014 (“Chatman Transcript”) (Exhibit 14 at 14-8751_0370); Board Member Transcript (Exhibit 9 at 14-8751_0308); Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751_0280).

98 Chatman Transcript (Exhibit 14 at 14-8751_0359-360).

99 New Employee Setup Form (Exhibit 15 at 14-8751_0392).

100 Id.; Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751_0268)


102 Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751_0269-270).

103 Id. at 14-8751_0271.

104 Chatman Transcript (Exhibit 14 at 14-8751_0366).

105 Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751_0278).
hours per day and up to as many as twelve or fourteen hours per day. The pay rate is roughly the same as the individual who held the position previously. Representative Rush told the OCE that he had “very little” to do with the negotiations on the amount of compensation and that he thought his son negotiated the amount with the core group, on his own.

C. Citizens for Rush Did Not Make Donations to the Church During the Time Representative Rush’s Son was Employed by the Church

70. According to public reporting with the Federal Election Commission, Citizens for Rush has made approximately $71,366 in donations to the Church since 2007.

71. In its 2013 Federal Election Commission October Quarterly Report, Citizens for Rush disclosed a $2,100 donation to the Church, disbursed on July 23, 2013. This reported disbursement occurred after Representative Rush’s Son was hired by the Church on July 1, 2013.

72. On April 15, 2014, Citizens for Rush amended its October Quarterly Report to reflect a $2,100 donation made to BCFS, an non-profit organization that conducts after school and computer literacy programs in the community. Representative Rush’s wife sits on the BCFS board. BCFS’s Executive Director submitted to the OCE that neither Representative Rush, nor any member of his family, has ever been compensated by BCFS.

73. The Campaign Treasurer told the OCE that the 2013 donation, previously disclosed as made to the Church, was in fact made to BCFS. During the course of the OCE’s review, the Campaign Treasurer discussed records of the donation with the Church. The Campaign Treasurer stated that Representative Rush’s wife had signed the check and made the donation to BCFS.

106 Id. at 14-8751_0276.
107 Id. at 14-8751_0274.
111 2013 FEC Amended October Quarterly Report, filed Apr. 15, 2014 (Exhibit 17 at 14-8751_0396).
112 Chatman Transcript (Exhibit 14 at 14-8751_0372).
113 BCFS submission to OCE, May 6, 2014 (Exhibit 18 at 14-8751_0399).
114 Id.
115 Treasurer Transcript (Exhibit 5 at 14-08751_0190-191).
116 Id. at 14-08751_0190.
117 Id. at 14-08751_0192.
74. As shown below in a bank statement, BCFS received $2,100 from Citizens for Rush on July 23, 2013.\textsuperscript{118}

<table>
<thead>
<tr>
<th>DATE</th>
<th>REF #</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/19</td>
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<td>0.00</td>
</tr>
<tr>
<td>07/23</td>
<td>1,080.00</td>
<td>2,100.00</td>
</tr>
</tbody>
</table>

75. Therefore, there is not a substantial reason to believe that Citizens for Rush’s donations to the Church violated House rules, standards of conduct, or federal law.

IV. CONCLUSION

76. Representative Rush has been a tenant at 3361 S. Martin Luther King Drive, unit C-6, Chicago, Illinois since 1989. He has been a tenant there in roles as a city Alderman, Cook County Ward Committeeman, State Committeeman, and a congressional candidate. In only one of those roles, as a city Alderman, did Representative Rush occupy the office space in an official capacity and pay for its use under terms of a valid lease. Since 1993, Representative Rush has used the office space in varying political capacities and has never paid rent to the landlord, an Illinois limited partnership. The landlord has sought to lease the space to a rent-paying tenant in the past, viewing the space with some degree of value while accounting each year for the amount of rent that should have been paid.

77. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush’s state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, federal law, and House rules.

78. Representative Rush continued receiving the free office space in violation of the lease terms, while other tenants of the landlord were not given the same special favors.

79. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.

80. Representative Rush’s Son began compensated employment with the Church in July 2013. That same month, Citizens for Rush disclosed a donation to the Church for $2,100. During the course of the review, the OCE discovered that the donation had actually been made to BCFS, an entity that did not compensate any member of Representative Rush’s family.

81. For the reasons stated above, the Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush’s donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.

\textsuperscript{118} BCFS Bank Statement (Exhibit 19 at 14-8751_0401).
EXHIBIT 1

TRANSCRIPT OF INTERVIEW OF REP. BOBBY RUSH
INTERVIEW OF CONGRESSMAN BOBBY RUSH

Present:
Paul Solis, Investigative Counsel
Scott Gast, Investigative Counsel
Congressman Bobby Rush
Scott Thomas

Transcribed By:
Julie Thompson
MR. SOLIS: This is Investigative Counsel Paul Solis with the Office of Congressional Ethics. I'm joined by Investigative Counsel Scott Gast, Representative Bobby Rush, and Scott Thomas.

So, Congressman, I will begin by just getting some background information on the church, the Beloved Community Christian Church.

When was the church founded?

CONGRESSMAN RUSH (the "Witness"): We're in our 12th year. I remember the dates by the anniversaries we had.

So last year we had our 11th anniversary. This is our 12th anniversary coming up. So we're in our 12th year. So the church was founded 12 years ago and was 2002 I guess.

MR. SOLIS: Was the church founded by you?

WITNESS: It was organized by me.

MR. SOLIS: Anyone else?

WITNESS: There were, I guess, maybe 15 to 20 -- at least 15 to 20 other people who were organizing the church with me. The church came about after some Bible classes that we were holding at the Illinois Institute of Technology, and we held those Bible classes for six to eight months.

And then, all of a sudden, someone made the suggestion, "Well, we've been doing this. Why
don't we form a church." And we started looking
at it, so the process -- it didn't begin -- us
coming together didn't begin as a church, not
did it begin with us being -- planning on even
organizing a church. It began as a result of
Bible classes --
MR. SOLIS: Okay.
WITNESS: -- that we held at the University of -- at
Illinois Institute of Technology.
MR. SOLIS: I think I know the answer to this church, but is
the church, under federal tax law, it is a
501(c)(3)?
WITNESS: Yes, I think so.
MR. SOLIS: It's a charitable organization?
WITNESS: Right.
MR. SOLIS: What title do you hold at the church?
WITNESS: I am the pastor at the church. My title is
pastor and teacher, but it's pastor.
MR. SOLIS: Have you always held that title?
WITNESS: Yes. I've always been pastor and teacher.
Right.
MR. SOLIS: Who else is in leadership roles at the church?
WITNESS: Oh, wow, there is -- right now we have --
especially we have about 12 members, 11 or 12
members of what we call the core group.
MR. SOLIS: And that's core as in c-o-r-e?

WITNESS: C-o-r-e, core group. And I saw officially because that's the -- that's the group that really comes together and makes key decisions on the church and about the church. But unofficially, as with this, as any other organization, there are always leaders who may not be a part but who exercise leadership.

MR. SOLIS: Okay.

WITNESS: (Inaudible) choir director. He's not a part of the official leadership group. He's not a core group member, but he's a leader in the church, one of the most important leaders in the church. So we have those different kind of roles that -- it's kind of fluid, but there is about 11 or 12 official core group of the church.

MR. SOLIS: Do you lead the core group?

WITNESS: Yes. I lead the core group. I lead the core group. Right.

MR. SOLIS: How does the core group made decisions for the church?

WITNESS: Through resolutions, voting, motions. We use Robert's Rule of Order, you know, so motions.

MR. SOLIS: Robinson's Rules of Order.

Right.

MR. SOLIS: Could you override a decision, a voting decision of the core group?

WITNESS: In some instances, I may or may not give an override, or in some instances they would defer to me along spiritual matters.

MR. SOLIS: Okay.

WITNESS: Alright. And my faith, then if you'll call on the pastor, then you don't -- you have the inability. Alright. And that's not only part of the thing. It's part of the cultural of the church environment that we're operating it, but on those matters that has to do with the -- nonspiritual matters, then it's a vote on the -- on the core group.

MR. SOLIS: So, for example, if the church needed to pay a bill, make an expenditure of some amount, the core group would vote on that?

WITNESS: Yeah. Invariably, the core group would vote on it, and it depends on how much -- you know, what's the -- the church secretary, routine bills, and they pay routine bills.

MR. SOLIS: Right.

WITNESS: But if there's an expenditure even as far as some member of the church who might need a
little help, that would probably be taken on by
the core group. That's when the matter is
called for.

MR. SOLIS: Is there -- does the church have a bank account?
WITNESS: Yes.
MR. SOLIS: Just one?
WITNESS: That I'm aware of. Right.
MR. SOLIS: Do you have authority over that bank account?
WITNESS: No, no.
MR. SOLIS: Who does?
WITNESS: Angelique Chatman and Ned Stanley.
MR. SOLIS: So you couldn't draw money out of that account?
WITNESS: No. Oh, wait. I am a signature on the check,
but there have to be at least two or three
signatures, signatories, but I can't just draw
money out on my -- on my own signature. No.
MR. SOLIS: What about deposits into the church bank
account? Would you ever do that?
WITNESS: I've never made a deposit in the church bank
account. I never have.
MR. GAST: Can I just clarify? Are there three signatories
on that account?
WITNESS: Right.
MR. GAST: Yourself, Angelique, and Ned?
WITNESS: Right, right. And I'm very rarely a signature
on the -- on the account, very, very rarely, and
most the time it's Angelique and Ned Stanley.
MR. SOLIS: Decisions on how to generate revenue, you know,
getting donations and things like that. Who
makes those decisions?
WITNESS: Well, that is really a church wide undertaking,
you know. We all feel obligated to make -- to
help the church in terms of this -- meeting its
financial obligations, and so that's really made
by the entire body. And members of the church
respond according to how they want to respond or
their ability to respond.
MR. SOLIS: What about donations from businesses or things
like that, local businesses or corporate
donations? How would that come to the church?
WITNESS: Through the same process, through the same
process.
MR. SOLIS: So can you describe that process for me?
WITNESS: Well, if there is some corporations that someone
-- that someone knows about or have some kind of
relationship with, even to the point of say a
neighborhood dry cleaners. If, in fact, the
church is fundraising, and there's a member who
is a regular customer of this corporation. Then
this person probably feels an obligation of
feels that they can ask the corporation to
contribute to the church. They're helping to
support whatever fundraising activity, and
that's what occurs. I'm included in that
process, but that's the process that everything
that's a member of the church is expected to --
to participate in. Some do it. Some don't, but
there's no obligation on anybody's part to do
that.

MR. SOLIS: What about the bigger business like Comcast, or
ComEd, or something like that? Would you be the
one who would speak with representatives from
the company about getting a donation?

WITNESS: I have. In the past I have done that.

MR. SOLIS: Okay.

WITNESS: Right.

MR. SOLIS: So the church gets donations, correct me if I'm
wrong. Church gets donations from the
congregation, from local businesses, from big
businesses, just kind of from all over?

WITNESS: Friends. As a matter of fact, Paul, if you've
got -- we don't -- we are such a needy place,
we'll take -- you know, come on, man.

MR. SOLIS: We'll finish up the interview and think about it
then. And you discussed expenditures, you know,
money going out of the church's --

WITNESS: Yeah.

MR. SOLIS: -- bank account. What about payroll? Who
handles decisions on payroll?

WITNESS: The church -- Angelique Chatman is the church
secretary. She does for the most part. She
makes the decision about who is going to get
paid, whether or not they going to get paid.
She will make that decision based on what's in
the account.

MR. SOLIS: Do you have any family members who are employed
by the church?

WITNESS: I have a son employed by the church.

MR. SOLIS: And his name is?

WITNESS: Jeff Rush.

MR. SOLIS: Jeff Rush?

WITNESS: Mm-hmm.

MR. SOLIS: When did he start working for the church?

WITNESS: Oh, Jeff has been there -- I don't know exact
date, but he's been there for about a year I
guess maybe. Yeah. A little over a year. A
year or a little longer than a year. No more
than -- not two years.

MR. SOLIS: How was the decision made to hire Jeff? How did
that come about?
WITNESS: Well, actually, the decision to make -- to hire Jeff was based on -- we had someone who died, lead steward for the church, and for a few months, six, seven, eight -- I'm not sure how long -- that was -- that position remained vacant. Jeffrey had been volunteering for the church over a period of time. He was available, and so he started assuming that responsibility, and then the decision was made to pay him.

MR. SOLIS: About how much to pay him? Did the core group decision that? Did you decision that, how did the figure --

WITNESS: I'm not sure how that decision was made. I had very little to do with it. I'm not sure how it was made, how much to pay him. I think he negotiated that on his own.

MR. GAST: Who did he negotiate that with?

WITNESS: I have no idea. I don't -- that wasn't my decision.

MR. GAST: Was the steward who had died, was he paid? Was that a paid position?

WITNESS: Yeah, yeah. He was paid.

MR. SOLIS: Is Angelique a member of your family? Are you related to her?

WITNESS: Yeah. But I think that should be explained,
okay. I have a younger brother, who is in California, and he's been in California for almost 20 years. And I knew of I think two of his daughters, and he knew of two of his daughters. And four or five years ago, Angelique's mother informed him that Angelique was his daughter, and so low and behold I became another uncle. Alright. And -- and so she is a relative, but she wasn't raised as a relative. She's a newly found -- newly discovered relative of mine and really a new, recently discovered daughter of my brother. So --

MR. SOLIS: Okay.

WITNESS: Because the mother just informed him.

MR. SOLIS: Is she paid by the church?

WITNESS: No. She's not paid by the church.

MR. SOLIS: Is she compensated in any way for her work?

WITNESS: I'm sure she is, but --

MR. SOLIS: She is compensated in some way?

WITNESS: I'm sure she is. Right.

MR. SOLIS: Who is she compensated by?

WITNESS: I think that's a matter that she should -- she should reveal to you. I'm not willing to start disclosing her private information to anybody at this point, you know. It's her private
information.

MR. SOLIS: So you know whether she is compensated, right?

WITNESS: I'm pretty sure she's compensated. She mentioned the fact that she's compensated.

Right.

MR. SOLIS: And when I asked you if she was compensated by the church, you said no, correct?

WITNESS: No. She's not compensated by the church.

MR. GAST: Is she compensated for the work that she does for the church?

WITNESS: I would think so. Yes. I think so. That's -- that arrangement is an arrangement that's between her and the person who compensates her.

MR. SOLIS: Do you know who that person is who compensates her?

WITNESS: I can't -- I don't want to reveal that because I think that's between she and the -- and the person who compensates her.

MR. SOLIS: Okay. You know, I have reached out to Angelique, and we have tried to get more information on how she's paid. And she decided that she didn't really want to inform us of that and inform us of documents and things like that. So, you know, we don't have an understanding of how Angelique is paid, and where she's paid, and
who pays her. So it's important that we get this information.

WITNESS: Well, I think, you know, and what we could -- what -- Scott, if this is okay, we could try to talk with her attorney. She's doing this under the advice of an attorney. Alright. I think according to comments that I've heard, her attorney informed me that you have no -- and so I can't -- you can't ask me to violate her --

MR. SOLIS: Mm-hmm.

WITNESS: -- protections if her attorney of record is saying don't say it, you know. Don't do this and don't do this. So I think that our interaction has to be of a nature where you can't ask me to violate her -- her protections or whatever she wants, her position, if her attorney has advised her not to; that she don't have to disclose that information. I think that's the right position.

MR. SOLIS: Just so you're aware, you know, it's my job to inform our board that, you know, I asked you that question. You decided that for the reasons that you've stated that you don't want to answer it. So --

WITNESS: And I would express to you and your board that
if I or my attorney would have a discussion with
her attorney, and if her attorney says okay.
Angelique can reveal this information, then what
I know about it, you know, I would be -- about
who it is, I would be willing to share that, you
know. Right now --
MR. SOLIS: Well, maybe we can talk about that.
MR. THOMAS: Sure. And we'd be happy to take another run at
that and figure out if there's a way to produce
some information for you that will be what you
need. Obviously, there must be some sensitivity
there.
MR. SOLIS: Okay.
MR. THOMAS: If we can find a way to work toward getting you
information and protect confidentiality, if
that's what's at issue --
MR. SOLIS: Right.
MR. THOMAS: -- we'll work on that for you.
WITNESS: And, Scott, I know your concentration to me has
been, you know, answer the questions, but I just
got to say this, okay. That I am taking the
posture from the beginning of this that I want
to be as cooperative with you as possible, and I
think I've demonstrated that, okay. And so
there's nothing that I am not willing to do to
help you along with this process. I respect
what you're doing. I think you only doing your
job. It's not easy. It's certainly created
many issues for me personally. I know you're
doing your job, so I'm willing to do all that I
can.

But I can't violate. Her lawyer says
don't do this and don't give them this
information because you don't have to. Then you
ask me to give the exact information. I think
that would be disingenuous on my part, and I'm
not willing to do that; but we'll work out a
solution, but I want to be cooperative with you
guys. I don't want -- I don't want you to get
the idea that I'm not trying to work with you.

MR. SOLIS: I understand. I understand.

WITNESS: Because I respect you.

MR. GAST: We appreciate it.

MR. SOLIS: Has any other member of your family been
employed by the church since you've been there?

WITNESS: No.

MR. SOLIS: I think I know the answer to this question, but
are you paid by the church?

WITNESS: No, no.

MR. SOLIS: Have you ever been paid by the church?
WITNESS: No.

MR. SOLIS: I want to move on to your campaign committee, Citizens for Rush.

WITNESS: Alright.

MR. SOLIS: When Citizens for Rush makes donations, for example, to the church --

WITNESS: Mm-hmm.

MR. SOLIS: -- who makes the decision to make those donations?

WITNESS: Well, the treasurer, myself, and Mrs. Rush.

MR. SOLIS: For each donation that's made, all three of you would consult each other?

WITNESS: Yeah. We're all involved in that process.

Right.

MR. SOLIS: And the committee has made donations to Beloved Community Christian Church?

WITNESS: Yes, they have.

MR. SOLIS: The process of how that works, do you cut a check from the campaign committee and present it to Angelique? Could you walk me through how a donation to the church would work?

WITNESS: Well, Angelique has not always been there, okay. So -- but for the time that she's been there, I think that's probably what would happen. They would cut a check to the church, and, as I
recall, most of the time, the check is given to Angelique; and she's made a deposit, you know.
She makes the deposits for the church.
MR. SOLIS: Okay.
WITNESS: Let me think now. The (inaudible) -- I can't think of anybody else other than Angelique who has made deposits for the church.
MR. SOLIS: Does the -- does your campaign committee make donations to other entities besides the Beloved Community Christian Church?
WITNESS: Sure.
MR. SOLIS: Like who?
WITNESS: Oh, man.
MR. SOLIS: I'm going to move this recorder up a little bit.
WITNESS: Over the years we have a number -- I couldn't even name all the churches that we -- and organizations, 501(c)(3) organizations that we've made contributions to in line with most members of Congress. We just make contributions to churches.
I've made -- I'm -- I don't want to add any kind of superlatives, but I am a believe -- a strong believer in my faith. I'm a man of faith, and I not only make contributions from my campaign committee to the church; but I tithe
out of my own income, and I go over and beyond
the call of duty to make purchases for the wife.
My wife, when she was able to, she's make
purchases for the church.
So the church is really a beneficiary
of not just campaign contributions but my
personal income. And so I'm -- and that's based
on -- all of this derives from my absolute --
more than 100 -- I'm totally committed to my
faith, okay, totally committed to my faith. And
so out of the resources I get, then I make
contributions to the church because I believe
sincerely that the source of every resource is
my father in heaven. And so, therefore, I
believe in circulating. And so you give and you
get. So out of my personal income, I'm probably
the number one tither in the church.
MR. SOLIS: When the campaign committee decides to make a
donation to the Beloved Community Christian
Church, why is it? Is it for a specific bill
that's owed, or how do you -- how do you decide?
WITNESS: It really depends. Primarily, it may -- the
church might be in need, but it really depends,
you know.
MR. SOLIS: So sometimes it might be a general just
donation, and sometimes it might be for a
specific?
WITNESS: Most of the time it's for a bill or an
obligation that the church has that really its
back is up against the wall, most of the time.
I'd say most of the time. I don't want to
(inaudible), but an overwhelming majority of the
time, the church is up against the wall.
MR. SOLIS: Have you made any donations to the church in
2014 -- has the campaign committee, excuse me?
WITNESS: No.
MR. SOLIS: What about 2013?
WITNESS: I can't recall.
MR. SOLIS: I have a document I want to show you. This is a
public document. It's an FEC form, and it's
corresponding to your campaign committee. And I
basically included, the first page there is the
cover page, you know. It says Citizens for
Rush. This is the October 15th quarterly report
for 2013 for Citizens for Rush.
And on the second page I've just taken
one of the pages from the itemized disbursements
section of that report, and in the middle you'll
see Beloved Community Christian Church donation;
and you'll see the amount is for $2,100, date of
disbursement July 23, 2013. Do you recall that
specific donation?

WITNESS: No. No, I don't.

MR. SOLIS: Do you know if that would have been for a bill
that was due or some other obligation?

WITNESS: I don't -- I don't recall that at all.

MR. SOLIS: Would Sheila and maybe Mrs. Rush been involved
in making that donation?

WITNESS: Probably.

MR. THOMAS: Would you let me interject --

MR. SOLIS: Sure.

MR. THOMAS: -- and provide some guidance. I think you'll
recall when you interviewed Sheila, she
mentioned that she had recently come across a
transaction because she was trying to pull
together information to help everybody figure
out --

MR. SOLIS: Right.

MR. THOMAS: -- what payments had been made from the campaign
committee to the church. And she discovered
that one of the transactions she had recorded as
a contribution to the church turns out it was a
check that was for the Beloved Community Family
Services Organization. If I'm not mistaken --
we can double check this with Sheila, but I'm
recalling specifically she said this is the
transaction --

MR. SOLIS: Okay.

MR. THOMAS: -- that was misreported, and she has filed an
amendment to try to clarify the mistake to
Beloved Community Family Services.

MR. SOLIS: Alright. Well, that kind of clears that up then
I suppose.

WITNESS: Okay.

MR. SOLIS: Do you recall that being made to the Beloved
Community Family Services?

WITNESS: No, I don't.

MR. GAST: Do you know if she's made that amendment
already?

MR. THOMAS: I believe she has.

MR. GAST: Okay.

MR. THOMAS: I believe she has.

MR. GAST: Okay.

MR. THOMAS: She told me she had. So --

MR. GAST: Alright.

MR. SOLIS: I want to, just real quickly, go back to when I
asked you about, you know, when you want to go
get donations for the church. You want to talk
to people, businesses in the community about
that. Before you would do that, did you ever
spoken (sic) to the Committee on Ethics about,

you know, can I get some guidance on soliciting

for a donation to the church? Do you know if

you've ever done that?

WITNESS: Honestly, I know I talked to Ethics about the

campaign committee. I think that I -- I'm not

sure about this, but I think that I've asked

them could I raise money for the church. And I

believe that --

MR. SOLIS: Can I ask you to speak up?

WITNESS: Yeah. I think that I have asked them can I

raise money for the church, and they said --

they gave me the okay to raise money for the

church.

MR. SOLIS: On the specific issue of, you know, when you

want to talk to ComEd, you want to talk to

Comcast or somebody?

WITNESS: Well, those are not the only ones that I talk to

about it.

MR. SOLIS: Right, right. I'm just saying, for example.

WITNESS: Right. So I seen that I've asked them can I

raise on my own on behalf of the church as a --

and they said as a pastor of the church, I could

raise money for the church. Alright. But as a

Congressman, as long as I don't use official --
any official space or any official -- any
stationary, phones, or any -- you know, I could
raise money as long as I don't use any
governmental support or equipment. I mean, I'm
authorized to do that. That's what I believe
they told me. Yeah.

MR. SOLIS: Do you recall when you might have done that?

WITNESS: Oh, man, no. It's been such a long time. No.
I don't recall the date and time of that. I'll
tell you. I speak low anyway, alright, and so
that's compounded with the fact that I've had
the cancer and the operation on my (inaudible)
gland. So as a low speaker, and then I'm having
this throat problem, I speak low anyway. So I'm
-- I'm trying to raise the volume of my -- I
can't do that now.

MR. THOMAS: I'll just say Chicago Bulls.


MR. SOLIS: What about -- what about Mrs. Rush? Has she
ever solicited donations for the church?

WITNESS: She may have, you know. I couldn't say. She --
family members, I don't think she's ever -- I'm
almost certain that she's never asked any
corporation to contribute to the church, unless
it was a community corporate. I don't think she
-- no. She don't -- well, she will ask friends
and family members, you know, that I know of.

MR. SOLIS: What corporations do you recall talking to about
donations to the church?

WITNESS: Comcast, ComEd, AT&T probably, SBC.

MR. THOMAS: Don't guess.

WITNESS: Don't guess? Alright.

MR. THOMAS: Only what you recall.

WITNESS: Let me stop. Alright. I don't want to guess,
but let me tell you what the general response
that I've got from corporations. They don't
donate to religious organizations or for
religious purposes. That's been the response,
and that's kind of chilled me in terms of asking
them to make contributions to the church. They
don't donate for religious purposes.

And as a matter of fact, I'm guessing
-- I would not even say that Comcast or ComEd
because I don't -- you know, I'm saying them
because you said it, but I'm not certain that
they've done it, alright, because most
corporations will say we don't contribute to any
religious institution for religious purposes,
 alright. And normally those kind of
contributions -- a lot of them will say that.
So I don't want to guess on this, you know.

MR. SOLIS: Do you know why they would have made donations to the church if their typical practice is not to give to religious entities?

WITNESS: Well, you go to be more --

MR. THOMAS: He has never said they did though.

MR. SOLIS: Right. So I'm -- as far as I know, they did at varying points. So my question is if, you know, you're saying the response back from these companies is we don't typically do that for religious organizations. I'm wondering then why, in fact, did they make donations?

WITNESS: Well, then where we are is that I don't know specifically. I can't say. I don't have a list in front of me. You had the opportunity to look over, and I haven't. So I don't know what -- I don't know whether or not Comcast or Commonwealth Edison, whether or not they've actually made a contribution to the church, but I know that there are a lot of organizations who have, when I've asked, may or may not have asked -- who I have asked, they have said, "Well, we don't make contributions for religious purposes."

MR. SOLIS: Okay.
WITNESS: If I had a list, then maybe I could say, yeah.

This one, you know, obviously they didn't take that position. Alright.

MR. SOLIS: Okay. I want to talk specifically about ComEd because, you know, I had a chance to speak with them, and if you recall in 2010, the church had some issues with a bill, an overdue bill; and they cut service to the church. They cut electrical service. Do you recall that?

WITNESS: In terms of this church, that probably is an annual event, okay. So now if you're saying 2010, I don't want to guess, but I could probably -- what's that phrase that you lawyers -- I can stipulate.

MR. THOMAS: That you'll stipulate for the record.

WITNESS: I'm just saying, man, this church is --

MR. SOLIS: Alright. Okay.

WITNESS: It's not unusual. It would not be unusual.

MR. SOLIS: Okay.

WITNESS: Alright. It would not be unusual.

MR. SOLIS: Well, I'm asking about that 2010 event, and, again, the best you can remember. As far as I understand it, the power was cut in July because of a delinquency. A couple days later they turned the power back on because Comcast -- I'm
sorry; excuse me -- ComEd was given a check, a fairly large check for $17,900. And I'm wondering if -- does that help jog your memory at all?

WITNESS: No.

MR. SOLIS: Okay.

WITNESS: No. And the reason why is because this is a big building with a little crowd, alright. That would not jog my memory.

MR. SOLIS: Do you know who the Oxford Media Group is?

WITNESS: No.

MR. SOLIS: That seems to be the source of the check. They wrote a check to Comcast to turn the lights back on, and I'm wondering what you know.

WITNESS: Can you tell me -- I don't know who the Oxford Media Group is. Can you tell me more about it?

MR. THOMAS: Oxford Media Group.

MR. SOLIS: Oxford Media Group, right.

WITNESS: I have no idea who they are.

MR. SOLIS: Do you recall if you asked them for a check?

WITNESS: I don't know who they are. I don't know who the Oxford Media Group is.

MR. SOLIS: I want to move on to Beloved Community Family Wellness Center.

WITNESS: Alright.
MR. SOLIS: Has the church ever made a donation to them?

WITNESS: I doubt it, but I can't recall whether or not it had or not.

MR. SOLIS: What about your campaign committee, Citizens for Rush? Have they ever made a donation to the Wellness Center?

WITNESS: I doubt it, but I can't absolutely say no.

MR. SOLIS: Have you ever asked for donations to the Wellness Center?

WITNESS: No.

MR. SOLIS: And Kacy, your daughter, she sits on the board there, right?

WITNESS: Right.

MR. SOLIS: Okay. What about Beloved Community Family Services Organization? Same questions. Has the church ever made a donation to them?

WITNESS: I can't recall, but I would probably say no.

MR. SOLIS: Citizens for Rush?

WITNESS: Same answer.

MR. SOLIS: Same answer? Is that --

WITNESS: Right.

MR. SOLIS: Have you ever solicited donations to the Family Services Organization?

WITNESS: Have I ever -- I have asked Comcast. They started doing computer clinics or computer
programs, and I asked them when they considered
-- and you might call it solicitation. But I
don't think -- it's not in there. Beloved
Community Family Wellness Services, they
submitted a grant to Comcast, and they got
awarded a grant. Now, did I ask them to do
that? No. This was a competitive grant, but
did I ask them directly to -- to give that money
to them? No.

MR. THOMAS: And just to be clear because I think you
mentioned two, Wellness and Family Services in
the same reference.

WITNESS: Oh, yeah.

MR. THOMAS: You asked about --

MR. SOLIS: Family Services.

MR. THOMAS: -- raising monies for Family Services. So the
question is do you recall ever raising any funds
for Family Services? Was that Comcast example
that you just gave about helping --

WITNESS: No. Let me just say. I was answering this
question. Then I -- you know, I'm thinking at
the same time. I realized that it was not any
direct appeal from me to give them any -- with
this program, to give them any money. This was
a meeting process, and it wasn't Comcast
(inaudible). I told them. They said we should apply for this, but I had no immediate or direct involvement in whether or not they received the grant for this computer enhancement program at the -- at the Community Family Services.

MR. SOLIS: I'm going to take a one-minute break here and turn off the recorder.

WITNESS: Mm-hmm.

END OF AUDIO FILE

MR. SOLIS: Okay. We are back for the --

WITNESS: If I can --

MR. SOLIS: Yes.

WITNESS: It seems to me that this inquiry is kind of focused a lot on solicitation, alright, and my solicitation as a member of Congress. There's some things I want to specify here. Number one, I want to reiterate, I never use federal or Congressional resources in terms of solicitation. To my knowledge, if, in fact, any -- I've never solicited any monies for any entity, those that you are inquiring about or any other entity that I might be asked to raise money for that I know that have a matter before the Congress, alright, at the time of solicitation or any time within the interim time
of that solicitation. That's number two.

And number three, most of the
solicitation that occurred have been general
solicitations. They've never been solicitation
of this one or that one. So I've never actually
been part of a general solicitation. So these
are the things that I really want to emphasize.

MR. SOLIS: We appreciate that. You know, I previously
asked you about the Beloved Community Family
Services Organization, Beloved Community Family
Wellness Center. With the Family Services
Organization, is Mrs. Rush in any way affiliated
with them?

WITNESS: Yeah. She's on the board, and about maybe a
year or so prior to her being hospitalized,
being seriously ill, she became the chairman of
the board because the chairman of the board, who
is still on the board, resigned as chairman of
the board. So she -- they just traded
positions.

MR. SOLIS: I want to move on now to the rental space or the
space at 3361 South Martin Luther King Drive.

You know, you and your attorney, Scott, provided
some letters to us and some documents relating
to that space, and I know in the letter that
both of you signed on to, you described it and
talked about the use of it. But I still wanted
to go over and have you talk about, you know,
how you use it, how it came to be, and kind of
the history of it.

WITNESS: Well, it's certainly not in the condition that
it was in when we first leased the space.

MR. SOLIS: And I should say I appreciate you letting us in
to take a look at it.

WITNESS: Yeah. So you see it's really just a hole in the
wall.

MR. SOLIS: Well, we got a sense of --

WITNESS: Yeah. That shopping center at one time was a
very vibrant shopping center, and when I became
a member of the City Council, I moved from the
second floor of a three-story apartment building
into that office, okay. And we had to build it
out because it was abandoned and vacant, so we
had to build it out.

And so it became a Ward office, my
Aldermanic office. We call it a service office,
and then after I -- we didn't really campaign
out of that office. That office you could not
run campaigns out of a City Hall -- your
Aldermanic office. When I was an Alderman, I
never did run any campaigns out of that office. It was my Aldermanic service office.

Then when I became a member of Congress, that office -- because I was a Ward Committeeman, we started having meetings in that office and Ward meetings, political Ward meetings. And Committee Chicago is based on -- it's Ward politics, okay. And so if you're involved in Ward politics, you got to have a place where your precinct captains could meet, where your precinct captains could conduct their business, and you have regular Ward meetings.

So we did that for a few years.

I became a member of Congress. That office -- I'm still a Ward Committeeman. I'm still a Ward Committeeman. I was a Committeeman up until a few years ago. I can't remember when.

And I'm a state party official, alright, and because I'm a pretty high profile elected official in the state and (inaudible), you know, you see people with a lot of personalities and people. And I got -- and so I supported a number of candidates. That office was used primarily for meeting with those
candidates, me gathering material from those
candidates, me circulating material for those
candidates, and that was all the way up until,
you know, I'd say six, seven years ago, maybe
longer. And right now it just mostly sits
there.

It used to until the last two or
three, last three or four years old timers would
gather there on a Tuesday, Tuesday night for the
most part, and come in. We'd watch election
returns and tell war stories, alright. And, you
know, turn the TV on. So it was more like a
place, a watering hole or a place where old
timers get together and kind of just shoot the
breeze.

It was -- I've never -- I haven't ran
a campaign out of there in memory. I
(inaudible) memory, alright, even -- even when I
was a member of the City Council. I didn't run
campaigns out of that office, alright.

MR. SOLIS: When did you move into that office?

WITNESS: Oh, man, I don't remember, Paul. I really
don't.

MR. SOLIS: 1989?

WITNESS: It may have -- it could be. I don't know. I
just don't remember.

MR. SOLIS: I did happen to come across a copy of the lease.

WITNESS: Okay.

MR. SOLIS: You know, you provided us with information on
the management company.

WITNESS: Right.

MR. SOLIS: I did contact them, and they reached out and
provided us with that. This is Bates No. D&K
001 all the way to 024, and there's a copy for
you.

WITNESS: Okay.

MR. SOLIS: You taking a look at this Scott.

MR. THOMAS: This is 24 pages?

MR. SOLIS: Yeah, yeah.

WITNESS: 1989, okay.

MR. SOLIS: And if you notice there on the first page, it
does say 1989. Do you remember this lease? Do
you recall that document?

WITNESS: No. No, I don't. But let me see.

MR. SOLIS: I believe on the last -- I believe on the last
page is your signature. Is that your signature?

WITNESS: That's my signature, right, but I don't recall
the -- no. And I certainly didn't read it.

MR. SOLIS: Well, I think it was signed a long time ago.

WITNESS: I didn't read it. So --
MR. THOMAS: We will stipulate this is a valid lease though.

MR. SOLIS: But that is your signature, right?

WITNESS: Yeah.

MR. SOLIS: Okay, okay. You know, at the time you will see it says, Bobby Rush, an individual.

WITNESS: Mm-hmm.

MR. SOLIS: And I don't know if you came up with that language or the landlord did --

WITNESS: No. It certainly not me because I would have used my middle initial. I use my middle initial on all my official documents. So this -- I didn't come up with this writing.

MR. SOLIS: Was this leased to you by the terms of this lease, and, again, to the best of your recollection, was this leased to you as Bobby Rush?

WITNESS: No.

MR. SOLIS: Or Bobby Rush, the Alderman?

WITNESS: Yeah. This office was used as my Aldermanic office, and this office was -- this lease was -- had to be through the -- with the approval of the Corporation Counsel, City of Chicago. And it was for the purposes of me maintain a ward office, Aldermanic office in my -- in my ward for my constituents to be able to come and meet
with me in the -- in the ward.
So I had no -- I would have no
interest nor need to have an office leased to me
for any personal thing. So this was -- and this
had to be, as far as I can recall, any lease
that where the city funds were being used, had
to have the approval and authorization of the
City Council as such.
So I'm not sure what -- what the
little technicalities are here, but I would not
have --
MR. SOLIS: And the landlord is on the back. I'm wondering
if you recall that person.
WITNESS: No. I don't recall them. On the back?
Landlord, Ligamentos Associates (phonetic)
Associates or Paul Dasso?
MR. SOLIS: Paul Dasso.
WITNESS: I don't remember him.
MR. THOMAS: D-a-s-s-o.
WITNESS: No. I don't remember him at all.
MR. SOLIS: Have you been at the -- you've had sort of your
stuff there I guess since 1989. Have you ever
had a point where you were out of the office and
then moved back in? Have you been in there
since 1989?
WITNESS: When you say have I been there since -- have I had some control over the office?

MR. SOLIS: Right.

WITNESS: Yeah. I've had some control. I've got keys to it. Right.

MR. SOLIS: And that's been continuous since 1989?

WITNESS: That I recall. Yes.

MR. SOLIS: Okay. How -- I think you touched upon this a minute ago, but how has the use of the space changed from when you first -- you first started until like today?

WITNESS: It was -- it was an office that was used initially six days a week, average 9, 10 hours a day to an office that's used almost never now. I think you probably -- the last time you were in that office was probably the first time anyone has stepped foot in the office in months.

MR. SOLIS: You know the last time you were there?

WITNESS: The last time I was in the office I think was when I showed Scott the office. I came by --

MR. THOMAS: Cold, snowy day.

WITNESS: Yeah. The office that (inaudible) was kind of -- also I want to emphasize that even the lettering on the door, you know, indicating that this was a second ward democratic party office,
you know. That's how it was identified. That's how it was used for the most part, you know.
That's what it was, and it's not even used at all anymore.

MR. SOLIS: What about the last -- focus on the last, let's say, six, eight years? Let's say back in 2007, 2008. What was it used for back then?

WITNESS: There were -- I recall, for the most part, the continuous use of that office had been for something called Hope and Healing and for a couple years, about 18 months, that Hope and Healing, which was a program for at-risk use, they used that office for about 18 months straight. Other than that, that office has been very, very rarely and infrequently used for any purposes, alright. And so my direct involvement, my direct use of that office over there, it has been more or less to interview candidates. If someone were a candidate for a judge or a candidate for another office, they want to meet with me to solicit my -- my support. I tell them, "Well, meet me in the hole on 35th Street." Okay. And that's the political office, alright.

MR. THOMAS: What did you call it?
WITNESS: The hole on 35th Street. Meet me over there, alright, and --

MR. SOLIS: You call it your -- you call it a political office?

WITNESS: Yeah. Political office, and by political I mean that it's strictly used as -- as a function of my State Central Committeeman, or during that period of time, my Alderman and State Central Committeeman function as a party function.

That's when -- when I say political, I'm strictly talking party functions now.

MR. SOLIS: Have you ever used that space to make a phone call for funds for Citizens for Rush, for example?

WITNESS: I can't recall. I doubt it.

MR. SOLIS: Does Sheila sometimes go in there and use it?

WITNESS: On Election Day. She's been -- Sheila was trained as an Election Day coordinator, and other than being a CPA, I think she -- Sheila is one of the ones who like to congregate there on Election night because she like to step up shop, turn her computer, get the returns in, and that's what she likes to do, alright.

MR. SOLIS: When you say "Election night," do you mean Election night for when you win an election as a
member of Congress?

WITNESS: No. Most of the time -- I don't really want to
come off like this, Paul, but I haven't had a
contested race since 2000.

MR. SOLIS: Right.

WITNESS: Okay. So I don't have that kind of competition
on Election Day. And going to knock on wood,
you know. I don't have that kind of -- so it's
always been on behalf of others. It's never
been on my behalf, and especially since me
stopped being a Ward Committeeman. Since I
stopped being a Ward Committeeman, then there
was no need to have that office. There really
was no need to have that, you know, except, you
know, sometimes my State Central Committeeman
responsibilities. I might exercise some of
those out of that office, but I don't need that
office.

I don't know if I should say this, but
that office would be abandoned, bigger than
abandoned now had it not been for this story in
the Sun Times and the subsequent inquiry. I
would have -- and my wife's illness. Those are
the two things that have prevented me from
vacating that office because it's just not --
it's something that's not needed. It's not a sixth finger on a hand. It's not needed.

MR. SOLIS: So when you talk about that it's a political office, that you interview candidates for running for state office.

WITNESS: Well, not state office. It could be -- it could be a local office. I think Christian Mitchell.

I interviewed him in that office when he first ran. I interviewed some judge candidates in that office, but I don't -- I don't -- you know, it has no -- very little use for me practically.

MR. SOLIS: Is that the only business you conduct in that office is --

WITNESS: That's the only business I conduct in that office, yes, the only business.

MR. SOLIS: Any business related to Citizens for Rush or your election to the House of Representatives?

WITNESS: That I'm aware of, now -- yeah. That I'm aware of, alright. There might be some election material around there, Citizens for Rush, Rush for Congress. I think on the windows there's some Obama Rush materials (inaudible), but it's not -- it's not central to anything, alright. I just have not had that kind of campaign.

MR. SOLIS: Who is the landlord of the space?
WITNESS: As far as I know, notwithstanding what's on this lease, Draper and Kramer. Those are the only ones I've ever known that I --

MR. SOLIS: Do you speak with individuals from that company?

WITNESS: More recently as a result of your inquiry, but prior to that I had one conversation with a lady. I don't remember her name. And she said, "Well, can I have access to this office because I want to -- I might have some people who potentially -- nobody right now, but potentially I might meet some people who might want to look at it." And I'm like, "Sure."

MR. SOLIS: What are the terms of the agreement to stay there? Do you pay rent?

WITNESS: No. I haven't paid any rent at all, nor have I been asked to pay any rent.

MR. SOLIS: Okay. If a notice on that -- on that least, you know, there is mention of rental, you know, payment to be expected. There's a figure there for $527 and some other figures there for the rent that should be paid or could be paid. I'm wondering when you first signed that lease document, what were your expectations then about --

WITNESS: I had no idea that I would ever run for
Congress. As a matter of fact, that was the furthest thing from my mind was being a member of Congress. I mean, all politics is local and -- at the time that, that office was leased, I thought that running for Congress would have been a demotion from being on a member of the City Council, alright. We looked disparaging upon people who went off to Washington and didn't deal with the issues, local issues of the day, alright.

And so when I rented this spot, I never had no idea that I would be in Congress, never had any thought, never had any desire to be in Congress.

MR. SOLIS: Did you think that you would have to pay rent back in 1989 when you first moved in?

WITNESS: Sure.

MR. SOLIS: And why didn't you pay any rent?

WITNESS: Well, because at the time that I rented that office it was for my -- to conduct my Aldermanic responsibilities, and a part of that there, there was an expectation on my part that we would -- that this is a part of having this office. You got to pay for it, but the use of that office has diminished so much that it's
really been something that hadn't even occurred
to me.

Then I never got any communications at
all, you know. Nobody said we demand payment
for this, and I always assumed that they wanted
me there because I served some -- I served a
certain -- me being present there was a benefit
to them because other than the place would have
been abandoned, although it was abandoned; but
at least I had a sign there.

And I really -- and I really never
felt as though Citizens for Rush had an
obligation to pay that because Citizens for Rush
never used that office. My State -- me being
the State Central Committeeman and the Ward
Committeeman, and there was no funds for the
Ward Committeeman. There was no Aldermanic.
You had to raise money for a Ward Committeeman.

MR. SOLIS: What about those two organizations, you know,
the ward operations and the State Committeeman
operations? Did you feel that you had to pay
rent from one of those two entities?

MR. THOMAS: You being?

MR. SOLIS: You know, as the sort of de facto operator of
the State Committeeman committee.
WITNESS: I probably would have felt that had someone said
to me that you're in violation of a lease, and
that we demand payment for this. But, again,
there was no notice, and when I became a member
of Congress, I didn't even focus on -- did
rarely, rarely use it only for those activities
that I've mentioned. Very, very rarely used it.
Very, very infrequently used it, didn't have a
staff there, and was more concerned about my
Congressional office than I was that office,
which was, at most, axillary to my ongoing
(inaudible), alright. And I really didn't feel
as though the Citizens for Rush had any
responsibility nor any obligation to pay -- to
pay for the office.

And, again, I would never -- you know,
I come from a poor family, and my mother --
raised by a single mother with five children.
My mother moved around a lot, so I'm very much
aware of how, if you got to pay rent, that what
the process is. When you're poor, you
understand how that works. You got to get a
five-day notice, and you got to get -- then you
got about 30 days before you go before court
before a judge, and then you got to be evicted.
I never got any kind of notice, written or oral
notice demanding any payment or anybody that I
know of for that office.

So, you know, I wouldn't even call it
-- at most, it's an oversight, but I wouldn't
even call it an oversight because I just didn't
honestly feel as though those -- this lease
agreement was applicable, alright. It was not
applicable. And I don't -- because I'm sure it
says somewhere in the lease agreement, if you
don't pay within a certain amount of time, then
notice will be given for you. Then you have,
you know, the court proceeding, but that never
occurred, alright.

And so I'm just -- I'm just trying to
figure out how -- you know, I want to emphasize
that at no time do I think that Citizens for
Rush was obligated to pay a dime there, at no
time, alright.

And after the Sun Times did their
smear job on me in their reporting,
sensationalized report, which I'll address at
some point in time, then I indicated to Sheila
that they said that we owe that. So stipulate
that on the report if that's -- you know, only
for that purpose that we stipulate on.

But I felt -- I felt no obligation,

and I still feel -- there was no obligation to

pay, alright, because that whole row is vacant.

It's been vacant in a real -- it's right next
door to the service area of a maintenance

(inaudible). Trucks all in there all the time

for the most part, garbage all over. There are

rats running all over the place, alright. And

my own grandson was robbed right in front of

that office because the office was closed about

5 o'clock in the evening because he (inaudible).

One evening he was robbed right there in front

of it, alright.

So it's because it was abandoned,

vacant, lifeless, very little value, you know,

and so I really didn't feel -- and, again, for

the life of me, I really wish I could tell you

that I felt obligated I should have paid the

rent, but I still don't feel obligated to pay

notwithstanding what this said. The landlord,

Draper and Kramer, who I knew, who I'm familiar,

they felt no obligation to collect the rent.

It's just -- that's how abandonment going on.

They abandoned it and so did I.
MR. SOLIS: You said a little bit earlier that you felt that it was a benefit potentially to Draper and Kramer because you were there, and, you know, you're keeping some life into that section of units. What makes you say that? What makes you think that it was a benefit to Draper and Kramer?

WITNESS: Because my name was on the door.

MR. SOLIS: Did they ever say that to you?

WITNESS: I have -- I haven't -- until maybe a year or two ago, it was years before I talked to anybody from Draper and Kramer, alright. I mean, it was years before I talked, and I certainly didn't talk to any of the principals who I dealt with when I first moved into that office, alright. But it was years ago, years.

As a matter of fact, right now I'm wondering is Draper and Kramer still in existence, okay.

MR. SOLIS: They are.

WITNESS: Okay. But I don't -- you know, they used to be at 33 West Monroe. Are they still there?

MR. SOLIS: I'm not certain.

WITNESS: Alright. I don't -- I don't -- I don't know, again, it's so remote, and so far, and such a
long time ago, I haven't -- you know, the people
I know, everybody leave, Ned and (inaudible).
But I just -- I don't know. I really don't
know.
MR. SOLIS: You mentioned that you heard from a woman at
Draper and Kramer a while back, and she was
talking about could somebody come through. And
-- and I wanted to show you a letter dated March
6, 2012, and it's Bates numbered LMSC025. And
it's addressed to you, and it's from Dee Wells,
Property Manager. I apologize for the faintness
of the font. Let me know if you have any
trouble reading it.
WITNESS: No. I don't have any trouble reading it. I
think this -- what are you asking me about?
MR. SOLIS: So, first of all, do you recall receiving this
letter?
WITNESS: No.
MR. SOLIS: Okay. Would this letter correspond then with
what you told me that she had contacted you to
have somebody come in?
WITNESS: Yeah. The spirit of the letter does. The
wording of the letter is not totally the same.
She just -- she didn't mention all this. She
just said, "If I have perspective tenants, I
would like to be able to show it to them. So, therefore, can I have a key?" "Of course you can have a key," alright. But I didn't give a key, and I never heard from her --

MR. SOLIS: Okay

WITNESS: -- before or after that.

MR. SOLIS: The first line, it says, "I emailed Rosemary about this several months ago." Who is Rosemary?

WITNESS: Rosemary is my assistant.

MR. SOLIS: Is she still your assistant?

WITNESS: Yes.

MR. SOLIS: Okay. And I'll just --

WITNESS: But, now, that don't mean I got an email because I don't get -- you know, come on. Don't just assume because she's my assistant that -- that I get every email that's sent to me.

MR. SOLIS: Oh, no, no. I wouldn't assume that at all.

WITNESS: Alright.

MR. SOLIS: I just --

MR. THOMAS: This is a letter, right?

MR. SOLIS: This is a letter, right. I actually have the email here that I could show the Congressman as well that I think is referenced in this letter,

but if I could draw your attention to the third
paragraph. "Landlord is interested in leasing
the space you occupy at Lake Meadow Shopping
Center to a rent-paying tenant and would like
the ability to show the space from time to time
to such perspective tenants." You know, she
mentions that word "rent-paying," and I think
we've covered that already. Is that -- you were
not a rent-paying tenant at that point? Is that
what she's referring to?

WITNESS: I'm not sure when she's referring to. But did I
pay rent? No. And, you know, I'm not a lawyer,
okay, and I don't want to go down this path with
any lawyer, okay. But I more or less view
myself as being -- using this office, not
necessarily, but using this office as being
occupied rather than me being a tenant, and that
there were no expectations that I had for
anything regarding that office from Draper and
Kramer. I didn't expect them to -- if it needed
to be cleaned up, clean up. If the lights need
to be turned on, turn them on. I didn't expect
them to turn the water on. I didn't expect them
to keep the heat on or off. I had no -- so I
wasn't -- she say I wasn't a rent-paying tenant,
and they weren't rent -- they weren't a landlord
in a typical sense as far as I didn't think.
But had no -- did some landlord responsibilities
at all.
And it was just that kind of -- I
occupied the space, didn't need it, occupied it.
They didn't need it and let me occupy it. Now,
this happening, this letter, I didn't get it,
but it's dated 2012. I did have a brief over-
the-phone conversation with this lady. Didn't
have one before then and have not had one since
then, okay.
So, again, I want to emphasize that I
really did not see -- and there is no way I seen
this because she knew who I was, but the lease
here nor is there anything that suggests that
Congressman Bobby Rush is a tenant here. That's
not true, alright. This has nothing to do with
my Congressional responsibility, nor did it have
anything to do with Citizens for Rush
responsibility because if it had been Citizens
for Rush, then it would have said Citizens for
Rush and not Congressman Bobby Rush.
So I think it's very apparent that
Citizens for Rush wasn't expected to pay any
rent by Draper and Kramer. Citizens for Rush
didn't expect to pay out rent by Draper and
Kramer, and I didn't feel an obligation as a
State Central Committeeman to pay it. And I
haven't been a Ward Committeeman in a number of
years, so that's -- I'm not sure where -- you
know, where my -- where this intersection. What
is the intersect here? I don't understand what
-- I really don't.

MR. GAST: Can you just clarify? When you were an Alderman

--

WITNESS: Mm-hmm.

MR. GAST: -- the City of Chicago paid the rent on this
space?

WITNESS: Yes.

MR. GAST: You were an Alderman for how many --

WITNESS: Nine years.

MR. GAST: Nine years. And then when you stopped being an
Alderman, was there any discussion with the
landlord about changing the lease or what
happens now?

WITNESS: I had no discussion with them. No.

MR. SOLIS: Did anybody?

WITNESS: Not that I know of, but they didn't -- they
didn't have any -- let me say this. If I
recall, the management office for the shopping
center is about two or three doors down from
this office, if I recall. So whoever worked in
there had to notice that this office was vacant.
Nobody was in there. It was very seldom used,
and nobody from Draper and Kramer contacted
Congressman Rush, Ward Committeeman Rush, or
State Central Committeeman Rush. Nobody
contacted him on this until I talked to the lady
on the phone, and this is the first time I've
seen this letter; and you said you had an email.
First time I've seen it.
So -- but day to day, they were
involved back and forth. So that office was of
little -- there was very low to no expectations
regarding that office in terms of from me or
from Draper and Kramer.
MR. SOLIS: When did you stop -- when did you end your time
as an Alderman?
WITNESS: I sworn in Congress in January of '93.
MR. SOLIS: You know, because we got a chance to take a look
at it, and we saw there's -- there's some stuff
in the office, you know. There's some copiers
that were unplugged, and some -- a fax machine
and things like that. Who paid for those?
WITNESS: Man --
MR. SOLIS: Or who owns them?

WITNESS: Let's see. I don't know. I mean, I recall someone saying years ago that they wanted to put (inaudible) Englewood equipment in that office, and I found out later that they had put it in there. As far as who owns the telephones in there, you know, the phones don't even work. The equipment ain't been used in I don't know how long. So I couldn't say who owned it all, alright. I just can't say who own the equipment there.

I own a desk and a table there just like I own this desk and this chair. I own it and those chairs I owned them. They were bought with my private money.

MR. SOLIS: Citizens for Rush, where does it -- where does Sheila or anybody else that you have volunteering for you or that works for you, where do they do their work for Citizens for Rush?

WITNESS: At home.

MR. SOLIS: Okay. Is it --

WITNESS: Sheila -- Sheila works a full-time job, and she transacts most of her business with Citizens for Rush at home, alright.
MR. SOLIS: Who else is employed by Citizens for Rush?

WITNESS: Other than my wife, who was employed up until September, Sheila and my wife that I know of; that I'm aware of.

MR. SOLIS: Before your wife stopped doing work for Citizens for Rush where would she do her work --

WITNESS: At home.

MR. SOLIS: At home?

WITNESS: Yeah.

MR. SOLIS: So if a phone call had to be made or paperwork?

WITNESS: At home.

MR. SOLIS: Home.

WITNESS: Mm-hmm.

MR. SOLIS: Do you know if they ever did, Sheila or your wife ever did any Citizens for Rush work out of that space at Lake Meadows Shopping Center?

WITNESS: I doubt it.

MR. SOLIS: I think I'm pretty much through with my questions. Scott -- I'll take a look at my notes. Scott?

MR. GAST: Let me just look through my notes, but I think the fact is -- just what is the current situation with the Lake Meadow property right now?

WITNESS: Well, the current situation is -- is the same
situation that it has been for years. It's not being utilized, except for some equipment from various sources. I do have a few files there from my days as an Alderman.

But it's dark, cold, rat-infested, and I don't know if the water is on; and I don't know if the lights are on, but it's (inaudible). It's in a state of -- it's like in a real Rip Van Winkle sleep. You go back -- you go in that office, and you say I remember back when this occurred. You might see some articles on the wall that -- back in the early 90s, late 80s, you know, on the bulletin board that's yellow, you know. So it's always -- it's more of a museum piece than anything else, okay.

And so that's what it is. If you want to know in Chicago what ward politics was like in the second ward back in the early to mid-80s, then you can go through the office and, oh, this is what -- this kind of reminds me. I think we got two large photographs of when me and Harold Washington, and I had black hair and more hair than I have now.

MR. GAST: You haven't changed.

WITNESS: Thanks, Scott. Alright. But, you know, so that
office is, you know, in a state of suspension, you know. It's really in a state of suspension right now.

MR. GAST: Okay.

WITNESS: It's just waiting there.

MR. GAST: Any conversations with the landlord about what to do going forward?

WITNESS: I -- no. But what I want to do -- and I didn't think it would be proper after the Sun Times (inaudible). I got the letter, alright. And I knew that I was going to get a visit from you and fellows, alright. And I'm going to show you -- tell you why I knew I was going to get a visit from you fellows, alright.

But then I just say, well, I can't -- if I move now, then it might seem like I'm trying to hide something, alright. And I just -- so I say, well, we'll wait and see how this thing conclude. I want to get out of there. I really want to get out of there, you know. I am -- you know, it's becoming -- I won't say it's a nuisance, but it's never been of use. So why don't I just go and give it up? And I intend to do that as soon as you guys say, well, we're through with this, and so we can get out of
here, alright, you know.

But I said, and, Scott, I don't know —
— because I said that you all was coming, okay.
I knew that you all was coming, alright. And
how did I know you all was coming? Because the
people who wrote that article was on television
and radio pleading for you all to investigate
me, pleading for it on the public airways. Why?
Let me show you something, and this is
-- and understand this now, September of last
year after a series of intermittent
hospitalizations, my wife underwent open heart
surgery, and she -- among the complications, she
had multiple organ failure, kidney failure,
heart failure, and -- and lung failure
(inaudible).

So she's fighting for her life in
December of 2012 -- 2013, fighting for her very
life. Then the doctors had given up on her and
this was on our faith and prayers, and in the
middle of this, then we see the rubbish printed
by the new DA. And you read the story, but,
again, they went on television, on news begging
for the Ethics Committee to investigate me,
begging. I mean, not being coy about it. They
-- not begging. They demanding that the Ethics Committee investigate me. So I knew how this stuff worked, and I see what happened.

But then I got -- and I wanted to show you this. They wrote a story, the second part of that story, which was a report now. Most of this information that was in that story had been already printed years ago in '07. (Inaudible) of the Sun Times had ran this whole story. Same kind of headline, Bobby Rush and $1 million or whatever it was, alright.

But then they ran the story, and on that Sunday they had -- they ran the second part of the story.

MR. THOMAS: Is that (inaudible)? Is that the one that you want to show them?

WITNESS: I think -- yeah. And this how -- I'm a Christian now. Was (inaudible) for bad. Lord makes them good. I want to -- on Monday, Monday morning -- this must have been ran on the 15th. On Monday morning of the 16th at 12:07, this email was sent out by the BGA, and Andy Shaw (phonetic).

And I -- if you can look at it, you know, you should take time to read the thing,
alright. So when they -- to me what they done was to set me up by using innuendos, old information, front page of the paper, my wife is fighting for her life. They set me up and then go turn around and have the gall to say, look what we doing to Bobby Rush and send us more money. It was a fundraiser. It's -- they're using us to raise money, alright.

So I expected you all to come, but I wouldn't want to expose -- and I'm going to expose them even further, you know, at some point in time because this is what they did, alright. This was just about them, again, raising my profile. I got a (inaudible) and adding certain innuendos and things about --

And I appreciate you all for not focusing this inquiry or your questioning on this because that's nonsense. But the -- but the damage had already been done, alright, and they demanded that you all would come in.

Now, and I don't want to go too much into it, but -- I don't want to take up a lot of your time. I have lived a committed life, alright. I didn't -- and lawyers don't like to hear this, but I got to say it. I'm human. I'm
not saying -- I got to say this because I'm reacting more to the story than I am to what you're saying.

The community that the church is in, that all the organizations are in is in the worst, poorest, most violent community in the City of Chicago. The headlines of that story said something about $1 million. They didn't say that the $1 million was in a three-year period of time, and that not one quarter of the $1 million could be used for capital improvement or capital development. It had to all be used on program dollars. They didn't say that. They didn't say that before you got your $2 that you had to have audits, multiple audits in year one. That -- the organization in question, that they -- they were audited, and they passed those audits.

They also didn't say the work that was being done, and this is what gets lost in all this is the work that's being done, alright, in this poor community. I could have planned, organized a church in anywhere, suburban Chicago, upper middle class, but I went to the poorest community. Why? Because that's where
this need is, and all my life I've been operating on that kind of level, alright. Most people who know me, they know me as that type of a person. So that context has to be established, alright. There was no willful disregard, disrespect, or misuse of campaign funds. Lord knows if I want to channel some money to my son, I would not use the church to do that, alright. And I certainly would not, for the amount of work that he does, and where he has to do it, like making sure that the heat is on 5 or 6 o'clock in the morning when church -- I would not do all of these things for some - - I don't know even know how much he makes, but something like $600 every two weeks, you know. And so it's all reportable, all reported, all done the right way. I would not do all -- you know, that doesn't make sense, but the fact of it is, is what I do when I committed my life. I'm not in -- I'm the only member of Congress, and, please, take it the right way. I'm the only member of Congress that ever organized a church. We have some members of Congress who were pastors, but the Lord played a trick on me, you know. He brought me out in
Congress back into the community in the name of a church. Now, it's consistent with -- I've always been a community organizer, always been on the front line, always been involved, always took on issues, always opened my big mouth, always challenging when it came to justice issues, alright, in -- on behalf of my community and other communities, alright. I've always done those things, alright.

I started a health center, and this wasn't the first health center. I started a health center when I was 19 years old -- no. I was 22, alright, a free health clinic. The (inaudible) Free Health Center on 16th in Chicago. So this wasn't a first time I've created a health center, alright. It wasn't the first time I ran a food program, and these entities (inaudible) at-risk youth.

These entities are supposed to serve the community. There ain't no money -- I'm not -- this ain't no scheme on my part. It never have been. I'm -- this is my life's work, alright, and I'm not into it to -- at this point, and risk myself and besmirch. I've got a good solid reputation. That's why I've been
running unopposed. Was successful in 2000 when Obama ran against me. I got a good reputation.

So I'm not going to go risk that reputation based on nothing that you asked me about, nothing, none of that. I'd never risk my reputation on -- I like what I do, and whether or not you approve it or not, whether or not I'm in Congress or not, I did it before. I always tell people. I wasn't born a member of Congress, and I hope like hell I don't die a member of Congress, alright. I really do, you know, know -- and so I got to be who I am. I really do. I got to be who I am. I got to be who I am.

So if I violated any rules, I wasn't aware of it, and if I violated any -- I don't think I did, and the same answers I'm giving you on some of this stuff is the same answers that I gave to these reporters. But they was hell bent on using this as an opportunity to raising a profile to show how diligent they were, how on time they in order to raise more money for -- to enhance -- so they can pay their salaries.

That's really what -- I think that's it.

MR. SOLIS: We appreciate --
WITNESS: I know you all got planes to catch.

MR. SOLIS: We appreciate all --

WITNESS: I know how that is, trying to get back to DC. I know how it is.

MR. SOLIS: So I will conclude the interview, and thank you very much, Congressman.

WITNESS: Good night. Thank you.

MR. SOLIS: Thank you.

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EXHIBIT 2
LAKE MEADOWS
SHOPPING CENTER

LEASE

This Lease, made this 4th day of August, 1989, by and between LAKE MEADOWS ASSOCIATES, an Illinois limited partnership (hereinafter referred to as "Lessor"), and Bobby Rush, an individual (hereinafter referred to as "Tenant").

In consideration of the rent to be paid and the covenants to be performed by Tenant, the Lessor hereby demises and leases to the Tenant and Tenant hereby leases from Lessor, certain premises in Lake Meadows Shopping Center, in Chicago, Illinois (the "Shopping Center") upon the terms and conditions hereinafter contained. The Shopping Center consists of the land and all improvements located at the northeast corner of 35th Street and Martin Luther King, Jr. Drive, Chicago, Illinois, and is legally described as follows:

PARCEL 1:


PARCEL 2:


PARCEL 3:

A PARCEL OF LAND COMPRISING ALL OF LOTS 1 TO 4 BOTH INCLUSIVE, LOTS 22 TO 26 BOTH INCLUSIVE, PARTS OF LOTS 5 AND 21 TOGETHER WITH THE ALLEYS BETWEEN SAID LOTS IN THE NORTH TIER OF OAKENWALD BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID SUBDIVISION THAT PART CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES UNDER DOCKET 15607879 AND RECORDED ON MAY 4, 1953) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 26 IN SAID SUBDIVISION WHICH IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF SAID SUBDIVISION, THENCE NORTH 16 DEGREES 44 MINUTES, 43 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 25 AND 1 IN SAID SUBDIVISION A DISTANCE OF 268.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 WHICH IS THE INTERSECTION OF THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF EAST 33RD STREET, THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF EAST 33RD STREET, A DISTANCE OF 205.44 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES, 13 SECONDS WEST A DISTANCE OF 257.25 FEET TO A POINT IN THE SOUTH LINE OF LOT 21 IN SAID SUBDIVISION, THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 284.17 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.
ARTICLE I
BASIC LEASE TERMS AND EXHIBITS

SECTION 1.1 BASIC LEASE TERMS:

This section contains the basic lease terms agreed to between Landlord and Tenant and referred to elsewhere in this Lease. Each reference in this Lease to any of the basic lease terms shall be construed to incorporate all the terms provided hereinunder each such basic lease term:

A. LEASED PREMISES: Space C-6 (hereinafter referred to as "Leased Premises") shown cross-hatched in red on Exhibit B. FLOOR AREA WITHIN LEASED PREMISES: approximately 1,506 square feet

B. LEASE TERM: One year.

C. TENANT'S CONSTRUCTION AND FIXTURE PERIOD (ARTICLES III and IV): 60 days

D. FIXED MINIMUM RENT (ARTICLE V): $627.00 per month

E. PERCENTAGE RENT (ARTICLE VI): X% of Gross Sales in excess of $1,000,000 per year.

F. RENT FOR BASEMENT STORAGE AREA (ARTICLE VI): X per month.

G. INSURANCE COVERAGE (ARTICLE X): $1,000,000 for injury or death of one person; $1,000,000 for injury or death per occurrence; and $300,000 for property damage.

H. USE (ARTICLE VI): As an aldermanic office for Alderman Rush's local Chicago political Ward, known as the Second Ward.

I. TENANT'S TRADE NAME (ARTICLE VI): ALDERMAN BOBBY RUSH

   9801 W. Higgins, Suite 420
   P. O. Box 929
   Rosemont, Illinois 60018

K. TENANT'S MAILING ADDRESS: 3534 South Calumet
   Chicago, Illinois

L. SECURITY DEPOSIT (ARTICLE XVIII): $1,881.00

M. COMPLETION OF CONSTRUCTION (ARTICLE IX)

N. RADIUS RESTRICTION (ARTICLE VI): One (1) mile.
SECTION 1.2 EXHIBITS:
The exhibits listed in this Section and attached to this Lease are incorporated herein by reference, and are to be treated as a part of this Lease for all purposes:

EXHIBIT A: Supplement to Lease
EXHIBIT B: Site Plan/Lease Plan of Shopping Center
EXHIBIT C: Tenant Information Manual (including a description of Landlord’s Work, Tenant’s Work and Tenant Design Criteria)
EXHIBIT D: Floor Plans
EXHIBIT E: Standard Project Details
EXHIBIT F: Sign Criteria
EXHIBIT G: Guarantees of Lease

ARTICLE II
SHOPPING CENTER AND LEASED PREMISES

SECTION 2.1 SHOPPING CENTER

Landlord is the owner of a leasehold estate in the real property legally described above, and created by an indenture of Lease (the "NYLIC Lease") dated April 1, 1969, between NEW YORK LIFE INSURANCE COMPANY as Lessor and LA SALLE NATIONAL BANK AS TRUSTEE under a Trust Agreement dated March 31, 1969, and known as Trust No. 59330, as Lessee (a short form of which has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1969 as Document No. 20798653) as assigned and transferred by Assignment and Transfer of Lease dated March 11, 1970, from LA SALLE NATIONAL BANK AS TRUSTEE under Trust Agreement dated March 31, 1969 and known as Trust No. 59330, to Lake Meadows Associates, an Illinois limited partnership (Landlord), and Landlord has full authority to enter into this Lease.

SECTION 2.2 LEASED PREMISES:

Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, subject to and with the benefit of the terms of this Lease, the store premises sometimes herein referred to as the "Leased Premises," which are shown cross-hatched on Exhibit B, attached hereto and made a part thereof. The Leased Premises extend to the exterior face of exterior walls and the centerline of the demising walls separating the leased premises from the premises of other tenants in the Shopping Center.

Landlord specifically excepts and reserves to itself the use of the roof, the exterior portion of the Leased Premises, other than the storefront, and such areas within the Leased Premises required for installation, maintenance and repair of utility lines and other installations required to service other tenants of the Shopping Center, from time to time during the term of this Lease, it being agreed that such utility lines and other installations shall not materially interfere with Tenant's general use and occupancy of the Leased Premises without Tenant's specific consent. No rights are conferred on Tenant, and Landlord specifically excepts and reserves to itself, unless specifically otherwise provided, all rights to the land and improvements below the floor level of the Leased Premises and to the air rights above the Leased Premises, and to the land and improvements located on and within the common areas.

SECTION 2.3 BASEMENT STORAGE AREA:

Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, to the terms of this Lease, subject to the terms hereof, the basement storage area located beneath the Leased Premises and consisting of the number of square feet of floor area set forth in Section 1.1.F. hereof. Tenant hereby agrees to pay to Landlord the monthly rent for said basement storage area set forth in Section 1.1.F. hereof along with payments of Fixed Minimum Rent and in accordance with the other terms and conditions concerning payment of Fixed Minimum Rent set forth in Section 5.1 hereof and elsewhere in this Lease. The number of square feet of floor area of any basement storage area shall not be included in the number of square feet of floor area included within the Leased Premises for all purposes of this Lease.
ARTICLE III
TERM OF LEASE AND LEASE YEAR

SECTION 3.1 TERM OF LEASE:
The term of this Lease shall commence upon the earlier of:
A. The date which is sixty (60) days after the date Landlord gives Tenant notice that Landlord's Work in the Leased Premises is substantially complete, or
B. The date on which Tenant opens the Leased Premises for business to the public (such date being hereinafter called the "Commencement Date").

The Lease shall expire on the last day of October, 1999 plus consecutive twelve (12) month periods thereafter, unless sooner terminated as provided herein.

SECTION 3.2 LEASE YEAR:
The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months, commencing on January 1 in each year and ending on the succeeding December 31. Any portion of the lease term which is less than a Lease Year as hereinbefore defined shall be deemed a Partial Lease Year, the first Partial Lease Year beginning on the Commencement Date of the term of this Lease and ending on the following December 31.

At the time the Commencement Date is established, the parties will promptly enter into a Supplement to Lease, prepared by Landlord on the form attached hereto as Exhibit A, stipulating the Commencement Date and expiration date of the term of this Lease, and the floor area within the Leased Premises for all purposes of this Lease. In the event of any conflict between the provisions of Exhibit A hereto and those of Section 1.1., the provisions of Exhibit A shall be deemed to represent the agreement between the parties hereto.

SECTION 3.3 OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS:
Tenant shall perform diligently such of its obligations contained in Exhibits D, E and F as are to be performed by it prior to the beginning of the lease term, and shall complete its work not later than sixty (60) days after the Leased Premises are made available to it for its work. Tenant shall also observe and perform all of its obligations under this Lease (except its obligations to pay Fixed Minimum Rent, Percentage Rent, and its pro rata share for common area maintenance, real estate taxes and assessments, insurance charges, and Merchants' Association dues or Promotional Fees, if any) from the date upon which the Leased Premises are made available to Tenant for its use until the Commencement Date of the lease term in the same manner as though the lease term began when the Leased Premises were so made available to Tenant.

ARTICLE IV
CONSTRUCTION BY LANDLORD AND TENANT

SECTION 4.1 CONSTRUCTION BY LANDLORD:
Landlord is in the process of rehabilitating and remodeling in accordance with applicable governmental rules and regulations, a building(s) in which the Leased Premises are located as shown on Exhibit B, and has constructed the Leased Premises as shown on Exhibit B, substantially in accordance with the outline specifications described in the exhibit entitled "Landlord's Work" and attached hereto as Exhibit C. Tenant agrees that no mechanical or structural additions or minor changes from any plans or from said outline specifications which may hereafter be made during the construction of the Leased Premises shall change the provisions hereof. The Leased Premises and Landlord's Work shall be deemed accepted and approved by Tenant in all respects except for items of Landlord's Work which are not completed or do not conform to Exhibit C, and as to which Tenant shall have given notice to Landlord within thirty (30) days after the last day allowed to Tenant for the completion of Tenant's Work as provided in Section 1.1.C. Any disagreement which may arise between Landlord and Tenant with reference to the work to be performed by either pursuant to Exhibits C, D, E, and F, or whether such work has been properly completed, shall be conclusively resolved by the decision of Landlord's architect.

SECTION 4.2 CONSTRUCTION BY TENANT:
All work other than that to be performed by Landlord is to be done by Tenant in a good and workmanlike manner, by bonded contractors approved by Landlord, at Tenant's expense and in accordance with the outline description set forth in the exhibit entitled "Tenant's Work" and attached hereto as Exhibit C, the Design Criteria set forth in Exhibits D, E and F, and the plans and specifications hereinafter referred to in this Section 4.2. Tenant agrees to submit to Landlord, within forty-five (45) days from the date Tenant receives blueprints drawings of the Leased Premises from the Landlord's architect, complete plans and specifications including engineering, mechanical and electrical work covering Tenant's Work as described in Exhibit D, in such detail as Landlord may require and in compliance with Exhibits C, D, E, and F and all applicable statutes, ordinances, regulations and codes, certified by a licensed registered architect and, if required by the Landlord, a licensed registered professional engineer. Within forty-five
(45) days after receipt of Tenant’s plans and specifications, Landlord shall return to Tenant one set of such plans and specifications marked approved, approved as noted, or revise/resubmit. Tenant shall then act in accordance with Exhibits C, D, E and F. If such plans and specifications are not so submitted within said forty-five (45) days or if Tenant fails to complete the work required by this Section 4.2 in a timely manner, Landlord may, at its option, either (a) proceed with Tenant’s Work, as hereinafter provided, and any changes or revisions thereof required thereafter shall be made at Tenant’s sole expense (Landlord shall have the right to determine whether said changes shall be made by Landlord’s contractor or Tenant’s contractor), or (b) exercise any remedy for default provided to the Landlord by Article XVI hereof.

SECTION 4.3 WAIVER OF LIENS:

Tenant shall obtain from each contractor, subcontractor, materialman or the like, a waiver of any mechanic’s lien rights against the Landlord, which waiver (in form and substance satisfactory to the Landlord) shall be delivered to the Landlord before any work to be performed by Tenant begins. Notwithstanding the foregoing sentence, should any such lien be made or filed, it shall be discharged within a reasonable time by Tenant either by payment or by the filing of the necessary bond. Tenant shall not pledge or encumber its trade fixtures or other personal property in the Leased Premises without obtaining the prior written consent of Landlord. Any consent by Landlord shall apply only to the transaction authorized and shall not constitute a waiver of the necessity of such consent for any subsequent transaction.

ARTICLE V
RENTS

SECTION 5.1 FIXED MINIMUM RENT:

Tenant hereby agrees to pay to the Landlord during the term of this Lease, at Landlord’s mailing address as set forth in Section 1.1.J or at such other place as Landlord may designate in writing from time to time, the Fixed Minimum Rent set forth in Section 1.1.D. during the term of this Lease. The Fixed Minimum Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month during the term of this Lease, without prior demand and without any deductions or setoffs whatsoever. Should the Commencement Date of this Lease occur on a day other than the first day of a calendar month, the first payment of Fixed Minimum Rent which Tenant shall make to Landlord for such partial month shall be prorated on the basis of the number of days remaining in the month from the Commencement Date to thirty (30) days, and shall be payable on the Commencement Date. Other charges payable by Tenant on a monthly basis hereunder (including without limitation the common areacharge) shall likewise be prorated.

SECTION 5.2 PERCENTAGE RENT:

Tenant also agrees to pay to the Landlord a “Percentage Rent” during the term of this Lease without any deduction or setoff, an amount equal to the percentage of Tenant’s Gross Sales in excess of the dollar figure (“annual minimum Gross Sales”) specified by Section 1.1.E. hereof. Such Percentage Rent shall be payable as set forth below. In the event the Fixed Minimum Rent for any Lease Year is reduced, abated or increased for any reason, the annual minimum Gross Sales shall be reduced or increased proportionately. Should the Commencement Date of this Lease occur on a day other than the first day of the calendar month, the Gross Sales for such partial month shall be added to the Gross Sales for the first full calendar month of the term of this Lease for purposes of determining Percentage Rent.

A. PAYMENT OF PERCENTAGE RENT:

On the fifteenth day of each full calendar month of the lease term, and on the fifteenth day after the end of the lease term, Tenant shall pay to the Landlord a sum equal to the percentage specified in Section 1.1.E. of Gross Sales for the preceding calendar month in excess of one-twelfth (1/12) of the annual minimum Gross Sales then applicable.

Within sixty (60) days after the end of each Lease Year or Partial Lease Year, Tenant shall deliver to Landlord a statement, certified by an independent Certified Public Accountant reasonably satisfactory to Landlord, of the Gross Sales for said Lease Year or Partial Lease Year. If the certified statement establishes an overpayment of Percentage Rent, the Landlord shall, at its sole option, either credit such overpayment on the rents due subsequently under the Lease until such credit is exhausted, or refund the excess amount to Tenant within thirty (30) days after receipt of Tenant’s certified statement of Gross Sales. For any Partial Lease Year, the annual minimum Gross Sales used for the computation of Percentage Rent and all annual charges due under this Lease shall be prorated on the basis of the ratio of the number of days in such Partial Lease Year to 360. The covenants of Tenant set forth in this Section 5.2 shall survive the expiration or other termination of this Lease.

Tenant shall be obligated to pay to Landlord interest on all sums above specified and on all sums and charges Tenant is obligated to pay under the terms of this Lease. Such sums and charges shall bear interest from the date said sums and charges become due and remain unpaid until the date said sums and charges are paid in full. Interest shall be at a rate equal to the lesser of (1) two percent (2%) above the prime rate of interest in effect at the First National Bank of Chicago, or its successor, or (2) the maximum rate permitted by law as of the date said sums and charges become due.

14-8751_0085
DEFINITION OF GROSS SALES

"Gross Sales," as used herein, shall mean the amount of gross sales, invoices, receipts, revenues and charges of, in connection with and for all merchandise, services or other operations or businesses sold or rendered by, on, about or from the Leased Premises by Tenant or any subtenants, licensees or concessionaires, whether for cash or on a charge, credit or time basis, without reserve or deduction for inability or failure to collect, including but not limited to, such sales and services (1) where orders originate and/or are accepted by Tenant in the Leased Premises but delivery or performance thereof is made from or at any place other than the Leased Premises; (2) pursuant to mail, telegraph, telephone or other similar orders received or filled at or in the Leased Premises; (3) by means of mechanical and other vending machines in the Premises; (4) which Tenant in the normal and customary course of business would credit or attribute to its business upon the Leased Premises or any part or parts thereof. Such amount shall be adjusted by the deduction of (i) amounts of refunds, allowances made on merchandise claimed to be defective or unsatisfactory or discounts to customers, provided that if such refunds, allowances or discounts are in the form of credits to customer, such credits shall be included in Gross Sales when used; (2) exchanges of merchandise between stores of Tenant where such exchanges are made solely for the operation of Tenant's business and not for the purpose of consummating a sale which has been made at, in, on or from the Leased Premises and/or for the purpose of depriving the Landlord of the benefit of such sale which otherwise would have been made at, in, on or from the Leased Premises; (3) amounts of refunds or allowances made with respect to merchandise returned by Tenant to shippers or manufacturers; (4) sale of trade fixtures or store operating equipment after use thereof in the conduct of Tenant's business in the Leased Premises; (5) all sums and credits received in settlement of claims for loss or damage to merchandise; and (6) the amount of any excise or sales tax levied upon retail sales and payable over to the appropriate governmental authority, provided that specific record is made at the time of each sale of the amount of sales tax, and the amount thereof is expressly charged to the customer. If any one or more departments or other divisions of Tenant's business shall be conducted by any sublessee, concessionaire, licensee or otherwise in said Premises then there shall be included in Gross Sales for the purpose of fixing the Percentage Rent hereunder all of the Gross Sales of such divisions or departments, whether such sales be made at the Leased Premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions had been conducted by Tenant itself, provided that nothing contained herein shall prevent the Landlord from requiring an additional or different Percentage Rent as a condition to approval of any sublease, concessionaire or licensee of Tenant hereunder. Notwithstanding the foregoing provisions of this Section 5.C., each sale upon installment, credit or layaway shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when Tenant shall receive payment from its customer.

C. BOOKS AND RECORDS:

Tenant agrees to accurately record all sales in accordance with generally accepted accounting principles and practices and to retain copies of all records of Gross Sales and all sales tax reports, which records shall be preserved by Tenant and made available at all reasonable times to Landlord upon demand at the Tenant's principal office in Illinois, or, if Tenant does not have a principal place of business in Illinois, at Tenant's principal office in the Continental United States. Tenant agrees to preserve all of its sales records for each Lease Year or Partial Lease Year for at least three (3) years from the end of said year. Tenant agrees to deliver to Landlord a statement of each month's Gross Sales on or before the fifteenth day of the following month, and copies of all information or other returns filed regarding state sales and use taxes which will relate to the Leased Premises. Tenant shall retain all of its permitted subtenants or licensees if any, to furnish similar statements. Landlord, its auditor or other designated representative shall have the right, no more than once a year, to audit all pertinent books and records of Tenant for the purpose of verifying annual statements submitted by Tenant to Landlord and the actual amount of Gross Sales as herein defined. All expense of such audit shall be borne by Landlord unless such audit shall disclose additional liability for Percentage Rent with respect to any annual statement of two percent (2%) or more on the part of Tenant, in which case all expense, including travel and related expenses, of such audit shall be borne by Tenant. Tenant shall not be required to pay any expenses of such audit. Tenant shall pay any additional liability for Percentage Rent with respect to any annual statement of two percent (2%) or more on the part of Tenant, in which case all expense, including travel and related expenses, of such audit shall be borne by Tenant. In the event such audit discloses additional liability for Percentage Rent with respect to any annual statement of five percent (5%) or more on the part of Tenant, Landlord shall have the right within one hundred eighty (180) days of receipt by Landlord of the results of such audit, in addition to any other rights herein provided, or otherwise available, to terminate this Lease upon thirty (30) days' prior written notice to Tenant. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable with interest at the rate set forth in this Lease, from the date when such payments should have been made, in the event Tenant is delinquent in furnishing to Landlord any monthly or annual sales statement or statements required hereunder, then Landlord shall have the right, at its sole option, without notice, to conduct such audits provided above and any and all charges occasioned thereby shall be the sole obligation of Tenant and payable on demand, or to treat such delinquency as a breach of the Lease entitling Landlord to exercise any remedy herein provided or otherwise available.
SECTION 5.3 ADDITIONAL RENT:

In addition to the foregoing Fixed Minimum Rent and Percentage Rent, all other payments to be made by Tenant hereunder, either to Landlord or to the Merchants' Association, shall be deemed for the purpose of securing the collection thereof to be additional rent hereunder, whether or not the same be designated as such, and shall be due and payable on demand or together with the next succeeding installment of Fixed Minimum Rent, whichever shall first occur; and Landlord shall have the same rights and remedies upon Tenant's failure to pay the same as for the nonpayment of the Fixed Minimum Rent. Landlord, at its election, shall have the right (but not the obligation) to pay for or perform any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease within the grace period if any, applicable thereto, and in the event Landlord shall at its election pay such sums or perform such act requiring the expenditure of monies, Tenant agrees to reimburse and pay Landlord upon demand, all such sums, which shall be deemed to be additional rent hereunder and be payable by Tenant as such.

ARTICLE VI

OPERATION OF BUSINESS AND USE

SECTION 6.1 USE:

Tenant agrees that the Leased Premises shall be used and occupied by Tenant or anyone claiming under Tenant only for the purpose specified as the use thereof in Section 1.1. H. and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall operate its business in the Leased Premises under the trade name specified in Section 1.1. H. of the Lease (Tenant representing that it has the right to use such name) unless Landlord shall otherwise consent.

Tenant shall not (a) use the Leased Premises, nor any part of the Shopping Center, nor permit same to be used for the manufacture, sale, bar, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the statutes of the United States, or any state, municipal or any other governmental authority having jurisdiction, or (b) at any time sell, purchase, store, or give away, or permit the sale, purchase or gift of, food in any form by or to any of Tenant's agents or employees or any other parties on the Leased Premises except as expressly permitted by Section 1.1. H. hereof.

SECTION 6.2 OPERATION:

Tenant agrees to operate one hundred percent (100%) of the Leased Premises at all reasonable business hours during the term of this Lease unless prevented from doing so because of fire, accident, act of God or other cause beyond Tenant's control excluding financial causes, and Tenant agrees to keep open the Leased Premises and diligently operate the business conducted therein, using a sufficient number of adequately trained personnel for efficient service, during such hours and on such days and evenings of the week as may be determined by the Landlord. Tenant agrees to conduct Tenant's business at all times in a first-class manner consistent with reputable business standards and practices, in good faith and in such manner that the high reputation of the Shopping Center is maintained. Tenant agrees to keep the store adequately stocked with new merchandise in first-class condition and Tenant agrees that storage and office space in the Leased Premises shall be limited to that necessary for, and used in conjunction with, the Leased Premises. Tenant shall not use the areas adjacent to the Leased Premises for business purposes.

Landlord and Tenant agree that having the Leased Premises open for business during such hours and on such days and evenings of the week as may be determined by Landlord and operating one hundred percent (100%) of the Leased Premises at all times during the term of this Lease in the manner set forth above goes to the essence of the parties' agreement hereunder, and that Tenant's failure to perform its obligations will result in automatic deprivation to Landlord for which Landlord's other remedies hereunder or at law may not be adequate. It is, therefore, agreed that in the event of any violation of the aforesaid by Tenant during any day of any month during the term of this Lease, the Fixed Minimum Rent for said month shall be increased to one hundred fifty percent (150%) of the rate for the month in which Tenant so fails, plus one hundred fifty percent (150%) of one-twelfth (1/12) of the Percentage Rent paid in the previous Lease Year or Partial Lease Year (on an annualized basis), as the case may be. The remedy provided in the previous sentence shall not be in lieu of Landlord's other remedies hereunder or at law and acceptance by Landlord of such shall not be deemed an election of remedies or preclude Landlord from seeking any other remedy for said violation or a subsequent violation, including without limitation, specific performance or termination of this Lease or Tenant's right to possession as set forth in Article XVI hereof.

SECTION 6.3 TENANT'S COVENANTS REGARDING OCCUPANCY:

Tenant agrees to comply promptly with all laws, ordinances, orders and regulations affecting the Leased Premises and the cleanliness, safety, operation and use thereof. Tenant also agrees to comply with the recommendations of an insurance company inspection bureau or similar agency selected by Landlord with respect to the
Leased Premises.

Tenant agrees not to install any electrical equipment that overloads lines servicing the Leased Premises. In connection with the installation or use of any electrical equipment, Tenant shall at Tenant’s own expense make from time to time whatever changes are necessary to comply with the requirements of the insurance underwriters, governmental authorities, inspection bureau, or insurance inspectors designated by Landlord.

Tenant agrees not to:
A. Permit any unlawful or immoral practice to be carried on or committed on the Leased Premises;
B. Make any use of or allow the Leased Premises to be used in any manner or for any purpose that might invalidate or increase the rate of Landlord’s insurance thereof;
C. Keep or use or permit to be kept or used on said Leased Premises any inflammable fluids or explosives without in each instance obtaining the prior written approval of Landlord;
D. Use the Leased Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Leased Premises or of the Shopping Center;
E. Detace or injure the building or Leased Premises;
F. Overload the floors; or
G. Commit or suffer any waste.

Tenant agrees to pay any increase in the cost of insurance to Landlord as a result of any unauthorized use of the Leased Premises by Tenant, but said payment shall not constitute in any manner a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

SECTION 6.4 RADIUS RESTRICTION:

Tenant agrees not to directly or indirectly engage in, own or operate any business similar to that authorized to be conducted hereunder or to permit the use of the same or similar trade name in connection with a place of business located within the distance set forth in Section 1.1.N. provided, however, that nothing herein shall be construed to prevent the operation of any of Tenant’s existing stores under their present trade names. The parties mutually contemplate that Tenant’s initial development of sales within the abovementioned distance will reasonably result in the amount of rent payable to Landlord in excess of the Fixed Minimum Rent set forth herein and therefore agree, that in the event of any violation of the covenant contained in the previous sentence, in addition to all other remedies provided for herein for default or otherwise available, gross sales, income, receipts, revenues and charges for and in connection with all merchandise, services or other operations or businesses sold or rendered in, on, about or from the business location or locations which violate the aforementioned radius restriction shall be included within the term Gross Sales for purposes of determining Percentage Rent hereunder.

ARTICLE VII
TAXES AND SPECIAL ASSESSMENTS

SECTION 7.1 REAL ESTATE TAXES AND ASSESSMENTS:

In addition to the other amounts set forth in this Lease, Tenant agrees to pay Tenant’s proportionate share of the following: (a) all real estate taxes and assessments, both general and special, levied and assessed by any lawful authority, for each calendar year during the term hereof against the building which includes the Leased Premises, and all land, buildings and all other improvements within the Shopping Center (or any land or improvements which may be added thereto) which are assessed with said building, and (b) ad valorem taxes for Landlord’s personal property used in conjunction therewith. Tenant’s proportionate share shall be the total amount of such taxes and assessments multiplied by a fraction, the numerator of which shall be the number of square feet of floor area within the Leased Premises, and the denominator of which shall be the number of square feet of floor area which was leased and occupied at the time such taxes were levied or assessed within all buildings within the Shopping Center which are assessed with the building which includes the Leased Premises. Copies of tax bills submitted by Landlord to Tenant shall be conclusive evidence of the amount of such real estate taxes and assessments levied or assessed, as well as the item taxed.

During the term of this Lease, Tenant shall pay to Landlord, monthly in advance, an amount equal to one-twelfth (1/12) of Tenant’s proportionate share of real estate taxes and assessments for the current year, as reasonably estimated by Landlord. If Tenant’s proportionate share of taxes with respect to any tax year is less than the total amount theretofore paid by Tenant for such period, the Landlord shall at its sole option either credit the excess against the payments with respect to real estate taxes next becoming due from Tenant, or refund the excess amount to Tenant within thirty (30) days after receipt of tax bills for the relevant period. If Tenant’s proportionate share for taxes for any tax year exceeds the total amount theretofore paid by Tenant for such period, Tenant shall, upon receipt of invoices from Landlord, pay the difference between the actual amount paid by Tenant and Tenant’s proportionate share of real estate taxes and assessments. The covenants of Tenant set forth in this Section 7.1 shall survive the expiration or other termination of this Lease.
SECTION 7.2 CONTEST OF REAL ESTATE TAXES:

Landlord’s expenditures for attorneys’ fees, appraisers’ fees, experts’ fees and other costs incurred in any Lease Year, without regard to the tax year involved, in any efforts by Landlord to minimize real estate taxes and assessments, shall be included in the definition of real estate taxes and assessments for the purposes of this Article.

SECTION 7.3 MUNICIPAL, COUNTY, STATE OR FEDERAL TAXES:

Tenant shall pay, before delinquency, all municipal, county, state and federal taxes assessed against any leasehold interest of Tenant or any fixtures, furnishings, equipment, stock-in-trade or other personal property of any kind owned, installed or used in or on the Leased Premises.

SECTION 7.4 RENTAL TAXES:

If, at any time after the date hereof, the methods of taxation shall be altered so that in lieu of, as a substitute for, or in addition to the whole or any part of the taxes now levied, assessed or imposed on real estate as such or personal property, there shall be levied, assessed or imposed a tax, assessment, levy, charge, fee or the like, including, without limitation: (a) a tax on the rents received from such real estate, or (b) a charge or fee of any nature whatsoever (including, without limitation, a license fee, franchise fee or the like) measured by the rents received or receivable by Landlord from the Shopping Center or any portion thereof, or (c) a charge, tax or fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the Shopping Center or any portion thereof, or (d) an income or franchise tax, then the same shall be included in the computation of real estate taxes hereunder, computed as if the amount of such tax or fee so payable were that due if the Shopping Center were the only property of Landlord subject thereto.

ARTICLE VIII
COMMON AREAS AND FACILITIES

SECTION 8.1 COMMON AREAS AND FACILITIES:

The term “common areas” shall mean the parking areas in tiers or at grade, pedestrian sidewalks and canopies, malls enclosed or open, exterior walls and windows, landscaped areas, streets, passenger vehicle roadways, truck roadways, passageways and concourses, service corridors, loading platforms and truck docks, elevators, escalators, ramps and stairs not contained in stores, directory signs and equipment, information and telephone booths, public and common washrooms and service areas, lounges and shelters and any other facilities available for common use, all as they may from time to time exist within the Shopping Center at the commencement of the term hereof and by addition, deletion and substitution by Landlord thereafter. Landlord may at any time close any common areas to effect construction, repairs, alterations, additions or changes thereto, or within the Shopping Center to prevent the acquisitions of public rights in such areas, or to discourage non-customer parking; and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. The manner in which the common areas and facilities shall be maintained, altered and operated and the expenditures therefor shall be at the sole discretion of Landlord.

SECTION 8.2 USE OF COMMON AREAS AND FACILITIES:

Landlord hereby grants to Tenant and Tenant’s customers and invitees the right to use, subject to the conditions hereinafter stated, the common areas in the Shopping Center. The use of the common areas by Tenant and Tenant’s customers and invitees shall be subject to the rights of Landlord under the terms of this Lease and the following conditions:

A. The common areas shall be used by Tenant, its agents, employees, customers and invitees, in common with agents, employees, customers and invitees of Landlord, the other owners, occupants and tenants from time to time in the Shopping Center;

B. Tenant’s right to use the common areas shall terminate upon the termination of this Lease by lapse of time or otherwise;

C. Tenant shall make no use of the common areas which shall interfere in any way with the use of the common areas by others or with the business of any other Tenant or with the Landlord;

D. The use of all common areas shall be subject to the rules and regulations from time to time approved by Landlord, including the right of Landlord to institute a parking system by validation, metering or otherwise;

E. Landlord shall have the right from time to time to construct other temporary and permanent buildings or improvements in common areas.
SECTION 6.3 CHARGE FOR COMMON AREAS AND FACILITIES:

Tenant shall pay to Landlord as a "common area charge" a proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the common areas. Such costs and expenses shall include but not be limited to: cleaning, lighting, maintaining, repairing and replacing (except to the extent proceeds of insurance or condemnation awards are available therefor) the malls and other common areas; maintaining, repairing and replacing the gas, electric, steam, cold water, and other utility lines serving the Shopping Center; cleaning, lighting, snow and ice removal, line painting, and landscaping of all vehicle parking areas and other common areas; providing public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate; total compensation and benefits (including premiums for Workmen's Compensation and other insurance) paid to or on behalf of employees, personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; electricity charges; and permit fees; supplying music to the common areas; reasonable depreciation of equipment used in operating and maintaining the common areas and rent paid for leasing any such equipment; the amortized cost of repaving vehicle parking areas; and an amount equal to fifteen percent (15%) of the total of all the foregoing costs and expenses to cover Landlord's administrative costs. Tenant's common area charge shall be determined by multiplying the total cost incurred by Landlord by the ratio of the square feet of floor area within the Leased Premises to the total square feet of floor area leased and occupied within all the buildings in the Shopping Center. For the purposes of Sections 7.1, 10.1, 10.4, 20.1, 20.2 and 24.19, as well as this Section 6.3, the term "floor area" with respect to the Leased Premises and with respect to all other leaseable area, shall refer to floor area on all levels, including mezzanines, basements or balconies. No deduction shall be made for columns, stairs, elevators or any interior construction or equipment, but areas within malls whether open or enclosed, shall not be included. Any change in floor area in such buildings shall be deemed in effect on the first day of the next succeeding month following such change. The floor area included within the Leased Premises shall conclusively be deemed for all purposes of this Lease to be the figure set forth in the Supplement to Lease entered into by the Landlord and Tenant in accordance with Section 3.2 hereof.

Notwithstanding the foregoing provisions of this Section 6.3, the common area charge shall, at Landlord's option, include the cost of rental insurance carried by Landlord in amounts equal to the total annual obligation to Landlord of all tenants of the Shopping Center. Tenant's pro rata portion of such costs shall be determined on the basis of its annual liability to Landlord for rent, taxes, assessments, insurance premiums, and other common area charges rather than the floor area of the Leased Premises.

Tenant's common area charge shall be paid in monthly installments on the first day of each month in an amount to be estimated by Landlord. Within ninety (90) days following the end of the period used by Landlord in estimating Landlord's cost, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of such common area charge for such period. Within fifteen (15) days thereafter, Tenant shall pay to Landlord or Landlord shall, at its sole option, pay to Tenant or credit to Tenant's account, as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's common area charge for such period as shown by such statement.

ARTICLE IX

UTILITIES

SECTION 9.1 PUBLIC UTILITIES:

Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the Leased Premises. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the Leased Premises, Tenant agrees to purchase and pay for the same as additional rent, within ten (10) days of the presentation by Landlord to Tenant of bills therefor, at the applicable rates filed by the utility company serving the area with the proper regulating authority and in effect from time to time covering such services. The obligation of the Tenant to pay such utilities shall commence as of the date on which possession of the Leased Premises is delivered to Tenant, as provided for in Section 3.1 of this Lease, without regard to the formal commencement date of this Lease. Tenant's failure to make timely payment of any utility bills shall be a material breach of this Lease. Landlord may, but is not obligated to, pay any utility bill which Tenant fails to pay in a timely manner. If Landlord so elects to pay Tenant's utility bills, Tenant shall, without prejudice to any remedy for Tenant's breach Landlord may have hereunder or otherwise, pay to Landlord an amount equal to one hundred and twenty-five percent (125%) of any such payment as additional rent hereunder.

SECTION 9.2 HEATING AND AIR CONDITIONING:

Landlord may elect to furnish steam in reasonable quantities for heating the Leased Premises, and it may elect to furnish air conditioning water and domestic water as reasonably required in the operation of Tenant's business. In the event of either or both such elections, Tenant shall pay to Landlord a reasonable charge for such utility services on the first day of each month, in advance, in an amount equal to one-twelfth (1/12) of the amount of such charge estimated by Landlord for the calendar year in question. Landlord shall furnish Tenant a statement showing the computation of the actual charges for such utility services within one hundred eighty (180) days after the close of the calendar year in question, and the amount of any overpayment by Tenant shall, at Landlord's sole option, be either
refunded to Tenant or credited against any payment due hereunder.

All charges for utility services furnished by Landlord shall be deemed to be additional rent hereunder. Neither the Landlord, nor any company, firm or individual operating, maintaining or supervising the plant or facilities furnishing said utilities, nor any of their respective agents or employees, shall be liable to Tenant or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in the furnishing of any of said utilities, nor shall any such interruption or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises or any part thereof; nor shall any interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

ARTICLE X
INDEMNITY AND INSURANCE

SECTION 10.1 LANDLORD'S INSURANCE:

Landlord agrees to purchase and keep in full force and effect insurance on Landlord's buildings in the Shopping Center against fire and such other risks as may be included in extended coverage insurance from time to time available in an amount not less than the greater of eighty percent (80%) of full insurable replacement value of Landlord's buildings in the Shopping Center and Tenant's Work, excluding the applicable items to be insured by Tenant under Section 10.2 hereof, or the amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies. Landlord's insurance coverage for Tenant's Work shall be based on Tenant's detailed breakdown of the estimated costs of construction as provided in Exhibit D. Tenant agrees promptly to furnish to Landlord a detailed breakdown of construction costs and supporting evidence relating to same with respect to any additional cost of repairs, alterations or additions to Tenant's Work during the term of this Lease, and such additional information concerning alterations or additions to Tenant's Work as the Landlord shall request. Tenant shall pay to the Landlord with the next installment of Fixed Minimum Rent due after Landlord bills Tenant therefor that portion of the total cost of said insurance on Landlord's buildings in the Shopping Center as equal the product resulting from multiplying Landlord's total premium expense pertaining to the Shopping Center (excluding thereto the amount thereof attributable to insuring the common areas, for which provision has been made in Section 9.3 hereof) by the ratio of the number of square feet of floor area included within the Leased Premises to the total number of square feet of floor area leased and occupied within the buildings in the Shopping Center as of the date of such bill. Tenant hereby waives any rights in said policy or policies maintained by Landlord, and agrees that Tenant shall not be entitled to be named insured thereunder. In the event any of Landlord's policies insures premises or risks other than those pertaining to the Shopping Center, the statement of the insurer shall be conclusive as to the portion of the insurance premium attributable to the Shopping Center.

SECTION 10.2 PUBLIC LIABILITY AND FIRE AND EXTENDED COVERAGE INSURANCE:

Tenant agrees to maintain during the term hereof commencing on the date Tenant takes possession of the Leased Premises for the purpose of doing Tenant's Work the following insurance coverage with respect to the Leased Premises in a company, in such form, and with such deductible amounts (if any) satisfactory to the Landlord:

A. Comprehensive public liability, together with contractual liability endorsements covering Tenant's obligations set forth in Section 10.4 hereof, and property damage insurance in the minimum amounts set forth in Section 11.1.G hereof, or such greater amounts as Landlord may reasonably hereafter from time to time advise Tenant in writing.

B. Fire, other risks covered by standard extended coverage endorsements, vandalism and malicious mischief on contents, and business property insurance endorsed to cover Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment, floor and wall coverings and all other items of personal property of Tenant located on or within the Leased Premises in an amount not less than eighty percent (80%) of replacement cost thereof.

C. Workmen's compensation, products liability, and plate glass insurance.

D. Any other insurance coverage Landlord may at any time reasonably request of Tenant.

E. Claims, damages and liabilities arising under the Illinois Liquor Control Law and the so-called Dram Shop Act and under any future law, statute, rule or ordinance pertaining to the storage, sale, use or gift of alcoholic beverages on or from the Leased Premises.

Tenant agrees to deliver or caused to be delivered to Landlord at least ten (10) days prior to the commencement of any work under Article IV hereof or the commencement of any work under Article XI hereof a policy or certificate of insurance in a company satisfactory to Landlord providing public liability and property damage coverage in the minimum amounts set forth above or in such greater amounts as Landlord may hereafter from time to time advise Tenant in writing naming Tenant, his general contractor, all subcontractors, and Landlord, its employees and agents as assured parties so as to cover any and all liability arising out of or in any manner connected with

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the work to be performed on the Leased Premises by the Tenant. Except as otherwise herein provided, all policies maintained by Tenant pursuant to this Section 10.2 shall name Landlord and Tenant as co-insureds, and shall provide for payment to Landlord and Tenant as their interests shall appear. All policies maintained by Tenant pursuant to this Section 10.2 shall provide that the Landlord shall be given a minimum of thirty (30) days' written notice by the insurance company prior to the cancellation, termination, or change of such coverage. All insurance herein required shall be deemed to be additional obligations of the Tenant and not in discharge of or a limitation to Tenant’s obligations to indemnify Landlord, its employees and agents under Section 10.4 hereof.

SECTION 10.3 WAIVER OF LIABILITY:

Tenant releases Landlord and Landlord’s agents and employees from, and waives all claims for damage to persons or properties or loss of business sustained by Tenant or any occupant of the Leased Premises or of the Shopping Center resulting from an accident occurring in or about the Leased Premises, or any part of the Shopping Center resulting from the disrepair of any part of the Leased Premises or any part of the Shopping Center, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Shopping Center, or any other person, including Landlord’s agents and employees. This paragraph shall apply especially, but not exclusively, to flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, bursting or leaking pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Landlord or of other tenants, occupants or servants in the Shopping Center or of any other person, and whether such damage be caused or result from any thing or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage, whether to the Leased Premises or to the Shopping Center or any part thereof, or whether to Landlord or to other tenants in the Shopping Center, result from any act of neglect of Tenant, Landlord may, at Landlord’s option, repair such damage and Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for the total cost of such repairs. Tenant shall not be liable for any damage caused by its act or neglect if Landlord or a tenant has recovered the full amount of the damage from insurance and the insurance company has waived in writing its right of subrogation against Tenant. All property belonging to Tenant or any occupant of the Premises that is in the Shopping Center or the Leased Premises shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

SECTION 10.4 INDEMNIFICATION BY TENANT:

Tenant shall protect, indemnify, save and hold harmless Landlord, its employees and agents, and other tenants and occupants of the Shopping Center against and from all damages, suits, liability, claims, loss, cost, damage or expense (including, without limitation, attorneys’ fees) arising out of, from or in any way relating to the following: any accident or other occurrence in, on, at or related to the Leased Premises, the Shopping Center; the business of Tenant (including, without limitation, any product liability claim or any matter whatsoever relating to the sale of liquor by Tenant or on or about the Premises); the utilities serving the Leased Premises or located thereunder causing injury to any person or property whomsoever or whatsoever; the occupancy or use of the Leased Premises, or the Shopping Center; construction in, on or about the Leased Premises or the Shopping Center; or any act or omission of Tenant, its employees, agents, invitees, subtenants, licensees, customers, suppliers, assignees or contractors. Tenant shall protect and save and hold Landlord, its employees and agents harmless and indemnified against and from any penalty or damages or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of Tenant or those holding under Tenant, and also will protect, indemnify, save and keep harmless Landlord and other tenants and occupants of the Shopping Center against and from any and all claims and against and from any and all loss, cost, damage, liens or expenses arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease.

SECTION 10.5 MUTUAL WAIVER OF SUBROGATION:

Landlord and Tenant each agree to cause to be included in their respective policies of fire and extended coverage insurance the agreement of the issuer thereof that said policies shall not be invalidated by a waiver of claim by the insured against the Landlord or Tenant, as the case may be, and each will furnish evidence thereof to the other. Each party hereby does hereby remise, release and discharge the other party hereof, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty of which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.
ARTICLE XI
REPAIRS AND ALTERATIONS

SECTION 11.1 REPAIRS BY LANDLORD:

Landlord shall keep the foundations, roof, structural portions of the walls, and structural portions of the floors of the Leased Premises in good condition and repair (taking into account ordinary wear and tear), except for repairs required thereto by reason of the acts of Tenant, Tenant's employees, agents, invitees, licensees or contractors. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or by eminent domain, in which event the obligations of Landlord shall be controlled by either Article XIII or Article XIV hereof. Landlord's liability under this Section 11.1 shall be limited to the cost of repairs required hereunder. Except as provided in this Section 11.1, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Leased Premises, or any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant as provided in Section 11.3.

SECTION 11.2 ALTERATIONS OR IMPROVEMENTS BY LANDLORD:

Landlord reserves the right at any time to make alterations, modifications, reductions, expansions or additions to, and to build an additional story or stories on any building or portion of any building in the Shopping Center whether or not the Leased Premises are contained therein and to build adjoining the same. Landlord reserves the right to the Shopping Center at any time to do, or permit to be done, any or all of the following: add or remove buildings, structures or common areas; change the number and location of buildings and structures; change building dimensions; change the number of floors in any of the buildings or structures; add, alter or remove partial or wholly any structure or structures or to enclose any mall area; change the identity and type of stores and tenancies and the dimensions thereof; change the name of the Shopping Center in which the Leased Premises are located; change the address or designation of the Leased Premises or the building in which the Leased Premises are located; provide subterranean and multiple level parking decks, convert common areas into leasable areas (including, without limitation, installation of kiosks in the mall) or construct temporary or permanent buildings or improvements in the common areas; change the location or character of or make alterations in or addition to the common areas and to otherwise alter, repair or reconstruct the common areas or to change the use thereof, and expand the size of the Shopping Center by acquiring or making available additional land; provided, however, that no such change shall materially alter the size of the Leased Premises or deny reasonable ingress to or egress from the Leased Premises, or reduce the number of vehicle parking spaces below that required by law.

SECTION 11.3 ACCESS TO PREMISES:

Tenant agrees that Landlord, its agents or employees or any person authorized by Landlord may enter the Leased Premises as reasonably necessary during normal business hours, except that entry shall be permitted at any time when an emergency situation is deemed to exist which warrants entry, to inspect the condition of the same, to make such repairs, additions, improvements, changes or alterations to the Leased Premises, the building of which the Leased Premises are a part or the Shopping Center, as Landlord may elect to make, and to exhibit the same to prospective purchasers of the building of which the Leased Premises are a part or the Shopping Center or to prospective tenants. Such entry, inspection and repairs, additions, improvements, changes or alterations as Landlord may make in the Shopping Center shall not constitute eviction of Tenant in whole or in part and the rent reserved shall in no way abate while such work is being done by reason of loss or interruption of Tenant's business or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the Leased Premises at any time and for any reason when entry thereto shall be necessary, Landlord shall have the right to gain access to the Leased Premises in any manner it may choose without liability therefor and without in any manner affecting the obligations, covenants, terms or conditions of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations or liability whatsoever for care, supervision, repair, improvement, addition, change or alteration of the Leased Premises, the building or the Shopping Center, other than as herein expressly provided.

SECTION 11.4 REPAIRS BY TENANT:

Except as provided in Section 11.1 hereof, Tenant shall keep the Leased Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair, including, but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems serving the Leased Premises; the exterior doors, window frames and all portions of the storefront area, and shall make any replacements thereof and of all broken and cracked glass which may become necessary during the term of this Lease, and excepting any repairs to items of Landlord's original construction made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance.

SECTION 11.5 TENANT'S FAILURE TO REPAIR:

If Tenant shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, the same shall constitute a material breach of this Lease, and Landlord shall have the right, at its option and without prejudice to any remedies it may have hereunder or otherwise, upon fifteen (15) days' written notice to Tenant, to enter the Leased Premises and make such repairs at the expense of Tenant.
Premises and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or property or to Tenant's business by reason thereof, except loss or damage arising out of the negligent acts of Landlord, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefor, as additional rent.

SECTION 11.6 ALTERATIONS OR IMPROVEMENTS BY TENANT:

Tenant shall not, without Landlord's prior written consent, make, or permit to be made, any alterations, additions or improvements to the Leased Premises. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in good and workmanlike manner, and shall fully and completely indemnify and protect Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations and improvements by obtaining mechanic's lien waivers in advance in accordance with Section 4.3. Tenant shall promptly repair any damages to the Leased Premises, or to the building of which the Leased Premises are a part, caused by any alterations, additions or improvements to the Leased Premises by Tenant. Landlord reserves the right to approve any contractor employed by Tenant to make such alterations, additions or improvements provided that such approval shall not constitute a waiver of Tenant's duty to complete such work in a good and workmanlike manner and in accordance with applicable laws and building codes as hereinafore provided.

SECTION 11.7 REMOVAL OF TENANT'S IMPROVEMENTS:

All items of Landlord's construction, all heating and air conditioning equipment, and all alterations and other improvements by Tenant shall become the property of Landlord and shall not be removed from the Leased Premises. All trade fixtures, furniture, furnishings and signs installed in the Leased Premises by Tenant and paid for by Tenant shall remain the property of Tenant and may be removed upon the expiration of the term of this Lease; provided (a) that any of such items as are affixed to the Leased Premises and require severance may be removed only if Tenant repairs any damage caused by such removal, and (b) that Tenant shall have fully performed all of the covenants and agreements to be performed by Tenant under the provisions of the Lease. If Tenant fails to remove such items from the Leased Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings and signs shall become the property of the Landlord unless Landlord elects to require their removal, in which case Tenant shall promptly remove same and restore the Leased Premises to its prior condition.

ARTICLE XII
OWNERSHIP; ASSIGNMENT AND SUBLETTING

SECTION 12.1 OWNERSHIP:

If Tenant is a corporation or partnership and if the ownership thereof shall materially change at any time during the term of this Lease, or if a substantial portion of the assets of Tenant shall be sold, assigned or transferred with or without a specific assignment of this Lease, or, if Tenant shall merge or consolidate with any firm or corporation, Landlord at its option may, by giving sixty (60) days' prior written notice to Tenant, declare such change a breach of this Lease subject to the remedies provided for breach in Article XVI hereof. Ownership of a corporation shall be deemed to have materially changed if a number of its shares which constitute twenty-five percent (25%) of the number thereof outstanding from time to time shall be transferred except by bequest or inheritance by either the owners thereof at the time of execution of this Lease (or at the time of any subsequent consent by the Landlord to such a transfer of shares) or by the corporation, and such transfer of shares shall not first have been approved in writing by Landlord. Partnership ownership shall be deemed to have materially changed if one-third or more of the partners have changed at any time during the term of this Lease. If Tenant is a sole proprietorship, Landlord shall have the option, without prejudice to the remedies available to it hereunder or otherwise, to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days' prior written notice to Tenant or his legal representative.

SECTION 12.2 ASSIGNMENT AND SUBLETTING:

Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate this Lease or Tenant's interest in and to the Leased Premises, or permit any transfer of Tenant's interest created hereby or allow any liens upon Tenant's interest by operation of law, or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant, without first obtaining the prior written consent of Landlord. It shall be a condition to any such consent by Landlord that Tenant shall reimburse Landlord for any and all cost and expense relating thereto, including but not limited to attorneys' fees for the review and preparation of required documentation. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of all obligations of any sublessee, assignee, or licensee under this Lease. The parties agree that any pledge or hypothecation of this Lease shall be subordinate to the rights of the Landlord hereunder. Any attempt to transfer, assign, sublet or license or enter into a concession agreement or otherwise hypothecate or to transfer by operation of law or occupy the Leased Premises by a party other than Tenant shall be void and confer no rights on any third party, unless the Landlord so elects. The consent by Landlord to any transfer, assignment, subletting, license or concession agreement or hypothecation or transfer by operation of law or occupation by a party other than Tenant shall not constitute a waiver of the necessity of such consent to any subsequent transfer, assignment, subletting, license,
concession agreement or hypothecation or transfer by operation of law or occupation by a party other than Tenant. Each transfer, assignment, subletting, license, concession agreement, hypothecation, transfer by operation of law or occupation by a party other than Tenant to which there has been consent shall be by an instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecor, or mortgagor and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagor shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. One (1) executed copy of such written instrument in form satisfactory to Landlord shall be delivered to Landlord forthwith. Failure to first obtain in writing Landlord’s consent or failure to comply with the provisions of this article shall operate to prevent any such transfer, assignment, subletting, license, concession agreement, hypothecation, transfer by operation of law or occupation by some party other than Tenant from becoming effective, unless the Landlord so elects.

ARTICLE XIII
DAMAGE AND DESTRUCTION

SECTION 13.1 REPAIR OF DAMAGE:

In the event the Leased Premises are damaged by fire, explosion, or other casualty to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the Landlord shall, except as otherwise permitted by the N.Y.L.C. Lease, promptly after adjustment of any relevant insurance claim commence the repair of such damage at Landlord’s expense, but, in no event shall Landlord be required to repair or replace Tenant’s stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property.

In the event (a) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises, or (b) the building in the Shopping Center containing the Leased Premises is damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) any damage to the Leased Premises occurs during the last three (3) years of the term of this Lease, Landlord may elect to repair or rebuild the Leased Premises or the buildings in the Shopping Center, as the case may be, to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage; or, require Tenant to occupy any premises in the Shopping Center which in Landlord’s judgment are reasonably equivalent to the Leased Premises for the balance of the term of the Lease and in accordance with all other terms and conditions hereof. If any such casualty (d) occurs after March 30, 2054, (e) renders at least seventy-five percent (75%) of the floor area of the building containing the Leased Premises untenantable, and (f) along with attendant repairing or rebuilding, renders the Leased Premises untenantable, in whole or in part, a proportionate abatement of the Fixed Minimum Rent shall be allowed until the date Landlord completes the repairs or rebuilding. If Landlord is required or elects to repair the Leased Premises, Tenant shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction and the proceeds of all of Tenant’s insurance received by Tenant shall be held in trust by Tenant for the purpose of such repair and replacement.

SECTION 13.2 INSURANCE PROCEEDS:

All insurance proceeds paid on account of any casualty described in Section 13.1 hereof pursuant to any insurance policy maintained by Tenant shall be applied to the payment of the cost of repair or replacement of Tenant’s stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property damaged or destroyed by said casualty. Any such insurance proceeds paid to Landlord shall be disbursed by Landlord to Tenant or for Tenant’s account as herein provided if Tenant is not in breach of this Lease. Tenant shall submit a written application setting forth the contract price for work to be performed or goods to be purchased, the amounts, if any, previously paid thereon, the balance due, the amount necessary to complete the work, and the sum that has been paid by Tenant or is justly due to contractors, subcontractors, materialmen or other persons (whom names and addresses shall be stated), and a statement that except for the amounts stated in said application, there is no outstanding indebtedness known, after due inquiry, which is then due and payable for work, labor, services or materials supplied by Tenant’s request in connection with the Leased Premises. Upon submission of an application in accordance with the preceding sentence of this Section 13.2 which is satisfactory to Landlord, Landlord shall, out of the proceeds of Tenant’s insurance policy, either pay to the persons named in the application the respective amounts therein set forth, or pay to Tenant the amount stated in the application to have been paid by Tenant (it being understood and agreed that until completion of the repairs and replacements to be made by Tenant that an amount equal to the ten percent (10%) of the insurance proceeds paid to the Landlord is to be withheld.
ARTICLE XIV
EMINENT DOMAIN

If any portion of the Leased Premises or, in Landlord's determination, any significant portion of the building of which the Leased Premises are a part of or the Shopping Center shall be taken under eminent domain proceedings, Landlord may, at Landlord's option, either (a) terminate this Lease by written notice to Tenant, such termination to be effective on or after the date possession by eminent domain is taken if the Leased Premises is included in such taking, or no later than one hundred eighty (180) days after the date possession is taken if the Leased Premises is not included in such taking, or (b) require Tenant to occupy any premises in the Shopping Center which in Landlord's judgment are reasonably equivalent to the Leased Premises for the balance of the term of the Lease and in accordance with all other terms and conditions hereof. If the taking of a sufficient or a certain portion of the Leased Premises by eminent domain renders the balance of the Leased Premises inadequate for the operation of Tenant's business at the Shopping Center, Tenant shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days from the date of such taking, and Tenant shall not be entitled to any loss or damage from any such taking, severance, or condemnation. Tenant shall have the right to claim and receive from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation for or on account of any damages or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XV
RULES AND REGULATIONS

Tenant covenants and agrees with Landlord that:

A. Tenant shall not affix or maintain outside the Leased Premises, including the exterior of the glass panes and supports of the show windows (and within twenty-four (24) inches of any window), doors and the exterior walls of the Leased Premises, or anywhere within the Leased Premises intended to be seen from the exterior of the Leased Premises, any signs, advertising placards, names, insignia, notices, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises reasonably caused thereby, to remove any of the same from the Leased Premises, except such as shall have first received written approval of Landlord, which approval with respect to all exterior signs Landlord may at its sole discretion refuse to grant. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Leased Premises shall advertise any product. All signs located in the interior of the Leased Premises shall be in good taste so as not to detract from the general appearance of the Leased Premises or the Shopping Center. Tenant shall not use handbills or balloons for advertising at the Shopping Center;

B. No awnings or other projections shall be attached to the exterior walls of the Leased Premises or the building of which they form a part;

C. All loading and unloading of goods shall be done only at such time, in the areas and through the entrance designated for such purpose by Landlord;

D. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;

E. No radio or television or other similar device shall be installed, and no aerial shall be erected on the roof, on exterior walls of the Leased Premises or the Shopping Center, or on the grounds, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior consent shall be subject to removal without notice at any time;

F. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without the prior written consent of Landlord;

G. Tenant shall keep Tenant's display windows illuminated and permitted signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by Landlord;
H. Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;

I. Tenant shall not permit any obstructions or merchandise in the service corridors, sidewalks, entrances, passages, courts, corridors, elevators or stairways;

J. Tenant and Tenant’s employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the state automobile license numbers assigned to the car or cars of Tenant and its employees within five (5) days of any request to do so by Landlord;

K. Tenant shall use at Tenant’s cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may reasonably require, provided the cost thereof is competitive to any similar service available to Tenant;

L. In the event Landlord installs a supervised sprinkler alarm system for the protection of Tenant and of the Shopping Center, Tenant agrees to pay its pro rata share of the monthly alarm service charge;

M. Tenant will cooperate and participate in any security programs implemented with respect to the entire Shopping Center and will coordinate any security devices or programs it maintains within the Leased Premises with the overall security requirements of the Shopping Center;

N. Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the Leased Premises and no person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms;

O. Tenant shall obtain all permits or licenses necessary to conduct its business;

P. Except for those exclusively for use by employees of Tenant which are not visible from the sales area of Tenant’s Leased Premises or the exterior of the Leased Premises, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services including, but not limited to, pay telephones, pay lockers, pay toilets, pay scales, amusement devices, and machines for the sale of beverages, food, candy, cigarettes or other commodities, without the prior written consent of Landlord;

Q. Tenant shall not place or maintain any temporary fixture for display of merchandise in front of or within any entrance to the Leased Premises which is within six (6) feet of the front line of the Leased Premises or within three (3) feet of any recessed entry of the Leased Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises or Tenant’s merchandise, to remove any of the same from the Leased Premises except such as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities; and

R. Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound and other waves or disturbances, or create odors, any of which may be offensive to other tenants, occupants or customers of the Shopping Center or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from within the Shopping Center or elsewhere.

The foregoing covenants and agreements in this Article XV shall be referred to collectively as “Rules and Regulations.”

Tenant agrees that Landlord may amend, modify and delete present rules and regulations or add new and additional reasonable rules and regulations for the use and care of the Leased Premises, the building of which the Leased Premises are a part, the common areas and all of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord or upon the posting of same in such place within the Shopping Center as Landlord may designate.

In the event of any breaches of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in this Lease provided for default of Tenant.
ARTICLE XVI
DEFAULT BY TENANT AND REMEDIES

It is agreed that:

A. If Tenant vacates or abandons the Leased Premises, permits the same to remain vacant or unoccupied for a period of five (5) or more days, or (b) fails to conduct business at the Leased Premises for a period of five (5) or more consecutive days, except if prevented from doing so by strikes or other reasons beyond Tenant’s reasonable control;

B. If the rent, additional rent, or any part thereof or any other payment or deposit of money required hereunder when due, shall be unpaid for five (5) days after written notice thereof to Tenant;

C. If default shall be made in the prompt and full performance of any covenant, condition or agreement of this Lease to be kept or performed by Tenant (other than an obligation of Tenant referred to in Paragraph A or Paragraph B of this Article XVI) and Tenant shall fail to promptly and fully cure such default or breach of performance or such default or breach of performance shall continue, except as otherwise specifically set forth herein, for more than a reasonable time (in no event to exceed thirty [30] days unless, with respect to any default which cannot be cured within thirty [30] days, Tenant or any person holding by, through or under Tenant, in good faith, within a reasonable time in no event to exceed ten [10] days after receipt of such written notice, shall have commenced and thereafter shall continue diligently to prosecute all action necessary to cure such default after written notice to Tenant, specifying such default or breach of performance, or

D. If any proceeding shall be commenced to declare Tenant or Guarantor of this Lease, if any, bankrupt or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Tenant’s or Guarantor’s debts or obligations or to delay or extend the payment thereof, or if any assignment of Tenant’s or Guarantor’s property be made for the benefit of creditors, or if a receiver or trustee be appointed for Tenant or Guarantor or for Tenant’s or Guarantor’s property or business (unless in the case of a petition filed against Tenant or Guarantor, the same is dismissed within sixty [60] days);

Then Landlord may treat the occurrence of any one or more of the foregoing events as a material breach of this Lease and thereupon at its option, without further notice or demand of any kind to Tenant or Guarantor or any other person, may have in addition to all other legal or equitable remedies provided hereunder or otherwise available, the following described remedies:

(1) Landlord may elect to terminate this Lease and the term created hereby, in which event Landlord forthwith may repossess the Leased Premises and Tenant shall pay at once to Landlord as liquidated damages a sum of money equal to fifty percent (50%) of the Fixed Minimum Rent provided in Article I of this Lease and all other sums provided to be paid by Tenant to Landlord for the balance of the stated term of this Lease, and shall pay any other sum of money and damages due or to become due to Landlord from Tenant.

(2) Landlord may elect to terminate Tenant’s right to possession without termination of this Lease, in which event Tenant agrees to surrender possession of the Leased Premises immediately, (b) deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises in whole or in part, with or without process of law, to repossess the Leased Premises or any part thereof and to enter or remove Tenant and any other person, firm or corporation who may be occupying or within the Leased Premises or any part thereof and remove all property therefrom without terminating this Lease or releasing Tenant in whole or in part from Tenant’s obligation to pay rent and perform the covenants, conditions and agreements to be performed by Tenant as provided in this Lease without being deemed in any manner guilty of trespass, eviction or forcible entry or detention, and without relinquishing Landlord’s right to rental or any other right of Landlord under this Lease or by operation of law.

Tenant hereby expressly waives the service of any notice of any election made by Landlord under this Article XVI, demand for possession, including any and every form of demand and notice prescribed by law, Landlord being obligated to give only such notice as is in this Lease specified.

Upon and after entry into possession without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Leased Premises for the account of Tenant for such rent and upon such terms and to such person, firm or corporation and for such period or periods as Landlord in Landlord’s sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant, to observe any instruction given by Tenant about such reletting or to do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages of Tenant. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Leased Premises in such manner as Tenant may desire or convenient. All such consideration so received shall be the sole property of Landlord; provided, however, if the consideration collected by Landlord upon any such reletting for Tenant’s account is not sufficient to pay the rental reserved in this Lease plus an amount equal to the greater of (a) five percent (5%) of the rent provided for in any new Lease for the Leased Premises plus an amount equal to the greater of (a) five percent (5%) of the rent provided for in any new Lease for the portion of the new term which is coincident with the remainder of the term hereof as liquidated damages, or (b)
the cost of repairs, alterations, additions, redecorating and Landlord's other expenses, Tenant agrees to pay to Landlord the deficiency upon demand.

The service of a five day notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action or any other act or acts resulting in the termination of Tenant's right to possession of the Leased Premises shall not relieve Tenant from Tenant's obligation to pay the rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. Landlord may collect and receive any rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this Lease.

The acceptance of liquidated damages by Landlord under any of the provisions of this Lease shall not preclude Landlord from the enforcement of any of the covenants or agreements of this Lease, nor shall any other act which inter recognition of tenancy operate as a waiver of Landlord's right to terminate this Lease or operate as an extension of this Lease.

ARTICLE XVII
ATTORNEYS' FEES

In case Landlord, Landlord's beneficiaries or their agents or employees, or any of them, shall be made a party to any litigation commenced by or against Tenant, then Tenant shall upon written demand pay all costs, expenses and attorneys' fees incurred or paid by Landlord, Landlord's beneficiaries and either's agents and employees in connection with such litigation. Tenant shall also pay all costs, expenses and attorneys' fees that may be incurred or paid by Landlord, Landlord's beneficiaries and either's agents in successfully enforcing the covenants and agreements of this Lease.

ARTICLE XVIII
SECURITY DEPOSIT

To secure the faithful performance by Tenant of the covenants, conditions and agreements set forth in this Lease to be performed by it, Tenant has deposited with Landlord the sum of $1,887.00 on the understanding:

A. That such deposit or any portion thereof may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the security deposit so that same will be restored to its original amount;

B. That should the Leased Premises be transferred by Landlord, the security deposit or any balance thereof may be turned over the Landlord's successor or transferee, and Tenant agrees to look solely to such successor or transferee for such application or return;

C. That Landlord or its successors shall not be obligated to hold the security deposit as a separate fund, but may commingle it with other funds;

D. That if Tenant shall faithfully perform all of the covenants and agreements in this Lease contained on the part of the Tenant to be performed the security deposit, or any then remaining balance thereof, shall be returned to Tenant, without interest, when the Tenant's liability (if any) for taxes and common area expenses has been determined in accordance herewith following the expiration or termination of the term of the Lease.

ARTICLE XIX
TENANT'S ADVERTISING

Tenant agrees to spend for advertising during each Lease Year or Partial Lease Year hereof an amount equal to two percent (2%) of gross sales from the Leased Premises for said period.

In any advertising program of Tenant in the Chicago Metropolitan Area, Tenant agrees to cause the store located in the Leased Premises to be included so that said store will receive equivalent treatment with respect to advertising and publicity as is afforded other stores now owned, operated or hereafter acquired by Tenant and to cause mention of the address, trade name and location of said store in such advertising and publicity as often as reasonably possible.
ARTICLE XX
MERCHANTS' ASSOCIATION; PROMOTIONAL FUND

SECTION 20.1 MERCHANTS' ASSOCIATION

Tenant covenants and agrees to join and maintain membership in any business or Merchants' Association sponsored for the Shopping Center during the term of this Lease, and to pay its proportionate share of the cost of the activities conducted by such Association. Tenant's proportionate share of said cost shall equal the total of such expenses multiplied by the ratio which the total amount of square feet of floor area included in the Leased Premises bears to the total amount of square feet of all floor area under lease in the Shopping Center, and said amount shall be paid within thirty (30) days after statements are rendered by the Association. Tenant also agrees to cooperate fully with Landlord, other tenants of the Shopping Center and other members of the Association in promoting the use of trade names and slogans as may be adopted for the Shopping Center, and in all promotional and advertising campaigns.

SECTION 20.2 PROMOTIONAL FUND:

Landlord, at its option, may provide for a Promotional Fund in lieu of the Merchants' Association. Should Landlord choose this option, Tenant agrees to pay Landlord, in addition to the other amounts set forth in this Lease, during the term of this Lease from the Commencement Date, monthly in advance, a promotion fee of thirty cents ($0.30) per square foot per year, adjusted as hereinafter set forth. This amount shall be used for the advertising and promotion of the Shopping Center in such a manner as Landlord in its sole discretion deems advisable, with any amount not used by Landlord in any year to be refunded to Tenant based on the ratio that the portion paid by Tenant in such Lease Year bears to the total amount received by Landlord for such purposes from all tenants in the Shopping Center for said Lease Year. At the end of each Lease Year or Partial Lease Year, the Promotion Fee shall be adjusted by adding to it the sum determined by multiplying the Promotion Fee by the percentage that the Consumer Price Index prepared by the Bureau of Labor Statistics of the Department of Labor of the United States, entitled "Urban Wage Earners and Clerical Workers" for the month of December of the Lease Year or Partial Lease Year then ending has increased over the Index for the month of January, 1981; and such adjusted amount shall be paid by Tenant for the subsequent Lease Year or Partial Lease Year, but in no event shall the Promotion Fee be adjusted below that set forth above. In the event during the term of this Lease the Bureau of Labor Statistics shall cease to publish such index, a comparable index shall be substituted by Landlord for purposes of such calculations.

ARTICLE XXI
SUBORDINATION

Tenant acknowledges that this Lease is subject to the terms, covenants, conditions and agreements of the NYLIC Lease. Further, Landlord reserves the right to subordinate this Lease at all times to the lien of any mortgage, mortgages, trust deed, trust deeds, or ground lease now or hereafter placed upon the Leased Premises or any part of the Shopping Center which includes the Leased Premises, and Tenant covenants and agrees to execute and deliver, upon demand, such further instruments subordinating this Lease to the lien of any such mortgage, mortgages, trust deed, trust deeds or ground lease, as shall be desired by Landlord, or any mortgagee or proposed mortgagees or trustees under trust deeds or ground lessors upon condition that Tenant shall have the right to remain in possession of the Leased Premises under the terms of this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed, trust deeds or ground lease, or after foreclosure thereof, so long as Tenant is not in default (which in applicable instances shall not be until the notice period, if any, under Article XVI hereof shall have run without full compliance) under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee or trustee or ground lessor elects to have this Lease and the interest of Tenant hereunder superior to any such interest or right and evidences such election by notice given to Tenant, then this Lease and the interest of Tenant hereunder shall be deemed superior to any such mortgage, trust deed or ground lease whether this Lease was executed before or after such mortgage, trust deed or ground lease and in that event such mortgagee, trustee or ground lessor shall have the same rights with respect to this Lease as if it had been executed and delivered prior to the execution and delivery of the mortgage, trust deed or ground lease and had been assigned to such mortgagee, trustee or ground lessor.

ARTICLE XXII
ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute and deliver to Landlord, for the benefit of such persons as Landlord names in such request, a statement in writing and in form and substance satisfactory to Landlord certifying to the following information as Landlord shall request:

A. This Lease constitutes the entire agreement between Landlord and Tenant and 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),
B. The amount of and dates to which the Fixed Minimum Rent, Percentage Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord,

C. The Leased Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out;

D. The Tenant has accepted possession, that the lease term has commenced, that Tenant is occupying the Leased Premises and that Tenant knows of no default under the Lease by the Landlord and that there are no defaults or offsets which Tenant has against enforcements of this Lease by Landlord (or, if in default, the nature thereof in detail);

E. The actual Commencement Date of the Lease and Expiration Date of the Lease, and

F. The Tenant's store is open for business, provided the foregoing facts are true and ascertainable.

ARTICLE XXIII
ATTORNMENT AND CONVEYANCE

SECTION 23.1 ATTORNMENT:

Tenant agrees that in the event of a sale, transfer or assignment of the Landlord's interest in the Shopping Center or any part thereof, including the Leased Premises, or in the event any proceedings are brought for the foreclosure or for the exercise of any power of sale under any mortgage made by Landlord covering the Shopping Center or any part thereof, including the Leased Premises or in the event of a cancellation or termination of the NYLIC Lease or any other ground or underlying lease covering the Shopping Center or any part thereof, including the Leased Premises, to attorn to and to recognize such transferee, purchaser, lessor or landlord under the NYLIC Lease or any other ground or underlying lease, or mortgagee as Landlord under this Lease. Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligation of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed. Tenant agrees that it will not pay rent for more than one (1) month or consent to a cancellation of this Lease without the prior written consent of the then landlord under the NYLIC Lease.

SECTION 23.2 CONVEYANCE:

In case Landlord or any successor owner of the Shopping Center shall convey or otherwise dispose of the Shopping Center to another person or entity, such other person or entity who shall become the owner of the Shopping Center shall thenupon be and become Landlord hereunder and such original Landlord or successor owner, as the case may be, of the Shopping Center shall be, from and after the date of conveyance, free of all liabilities and obligations not then accrued.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

SECTION 24.1 QUIET ENJOYMENT:

Tenant, upon payment of the rents herein provided and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

SECTION 24.2 FORCE MAJEURE:

In the event the performance of any work to be performed hereunder by either party is delayed for reasons beyond the control of the party responsible for such performance, including but not limited to acts of God, acts of civil disobedience or strike, the time for performance shall be extended for a period of time equivalent to the period of such delay or delays, provided, however, that the time for performance shall in no event be extended due to financial or economic problems of either party, their architects, contractors, agents or employees, or delays caused by the inability of architects, contractors, suppliers or other employees or agents to meet deadline, delivery or contract dates (unless such inability is caused by an act of God). It shall be a condition of Tenant's right to claim an extension of time as a result hereof that Tenant notify Landlord in writing within ten (10) days after the occurrence of such cause, specifying the nature thereof and the period of time contemplated or necessary for performance. Notwithstanding any contrary provision of this Section 24.2, in the event the time for performance by Tenant is extended in accordance with this Section for more than six (6) months from the date of Tenant's written notice to Landlord, the Landlord shall have the sole option to terminate this Lease upon ten (10) days' written notice to Tenant.
SECTION 24.3 ACCORD AND SATISFACTION:

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as being accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease or available at law or in equity.

SECTION 24.4 WAIVER:

No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Shopping Center shall constitute the waiver in favor of any other tenant nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

SECTION 24.5 BROKERS' COMMISSIONS:

Tenant warrants and represents that it has not dealt with any realtor, broker or agent in connection with the negotiation and execution of this Lease excepting Landlord's leasing agent, and Tenant agrees to pay and to hold Landlord harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commissions or charges claimed by any realtor, broker or agent with respect to this Lease and the negotiation thereof other than said Landlord's leasing agent.

SECTION 24.6 NO PARTNERSHIP:

Landlord does not, in any way for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

SECTION 24.7 SECTION HEADINGS:

The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

SECTION 24.8 SUCCESSORS AND ASSIGNS:

This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that it is understood and agreed that the provisions of Article XII hereof are in no way impaired by this Section 24.8.

SECTION 24.9 ENTIRE AGREEMENT:

This Lease and the Exhibits attached hereeto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 24.10 HOLDING OVER:

Except as Landlord shall otherwise expressly elect in writing, should Tenant remain in possession of the Leased Premises after any termination of this Lease, no tenancy or interest in the Leased Premises shall result therefrom but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to twice the Fixed Minimum Rent as provided in this Lease to be paid by Tenant to Landlord for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, plus any additional payments provided for in this Lease, provided, however, that exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

SECTION 24.11 NOTICES:

Notices and demands required or permitted to be given hereunder shall be given in writing by personal delivery or by certified mail addressed, if to Landlord, at the address shown in Section 1.1., and if to Tenant, addressed to Tenant at the address shown in Section 1.1., or such other address as was last specified respectively by Landlord or Tenant. Notices and demands shall be deemed to have been given when mailed or, if made by personal delivery, then upon such delivery.

SECTION 24.12 NO OPTION:

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.
SECTION 24.13 POWER OF ATTORNEY:

In the event Tenant fails to execute, acknowledge and deliver any documents or agreements required to be provided to Landlord under the terms of this Lease within ten (10) days after Landlord’s written request therefor, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its place and stead so to do. Tenant does hereby irrevocably authorize any attorney of any court of record to waive issuance of process and service, to waive (trip) by jury, and to confess judgment in favor of Landlord, its successors or assigns, and against Tenant for the amount of rent and other charges which may be payable by virtue of Tenant’s default hereunder, including court costs and the Landlord’s costs of collection (including, without limitation, attorneys’ fees), and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon any such judgment. In the event this Lease is signed by more than one Tenant, each such Tenant jointly and severally joins in the grant of authority herein set forth.

SECTION 24.14 SEVERABILITY:

In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein and the balance of this Lease shall continue in effect in accordance with its terms.

SECTION 24.15 APPLICABLE LAW:

This Lease and the rights and obligations of the parties deriving thereunder shall be construed in accordance with the laws of the State of Illinois.

SECTION 24.16 FINANCIAL STATEMENTS:

Upon Landlord’s written request, Tenant shall promptly furnish to Landlord or Landlord’s mortgagee, from time to time, financial statements reflecting Tenant’s current financial condition.

SECTION 24.17 EXCULPATION:

Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Landlord shall not be binding personally, but instead said covenants are made for the purpose of binding only the Landlord’s interest in the Shopping Center and shall be enforceable only with respect to the right, title and interest of Landlord in the Shopping Center as the same may be encumbered. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord (or its beneficiaries, agents and employees) other than its interest in the Shopping Center.

SECTION 24.18 REMEDIES:

All rights and remedies of Landlord herein contained or otherwise existing at law or equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

The failure of Landlord to insist upon strict performance by Tenant of any of the covenants, conditions and agreements of this Lease, upon performance by any other tenant of any provision of said other tenant’s lease or upon strict compliance by Tenant or any other tenant in the Shopping Center of any rule or regulation shall not be deemed a waiver of any of Landlord’s rights or remedies concerning any subsequent or continuing breach or default by Tenant of any of the covenants, conditions and agreements of this Lease or any rule or regulation. No acceptance of full or partial rent or any other sum during the continuance of any nonmonetary default or the acceptance of partial rent or any other sum during the continuance of any monetary default shall constitute a waiver of any such default. No surrender of the Leased Premises shall be effective by Landlord’s acceptance of rental or by other means whatsoever unless the same be evidenced by Landlord’s written acceptance of such a surrender.

SECTION 24.19 SECURITY:

Landlord has no obligation or responsibility, whatsoever, to provide or oversee security or security services for the Leased Premises, the Shopping Center or the common areas; but Landlord may, in its sole discretion, provide security or retain a security service. Tenant hereby releases Landlord and Landlord’s agents, employees and servants from, and waives any and all claims for damage to person or property sustained by Tenant (or any customers, guests, invitees, employees or agents, or any person claiming through Tenant) or by any occupant of the Shopping Center or the Leased Premises or any part of either relating to, resulting from or in any way deriving from the provision, supervision, effectiveness, scope, sufficiency, insufficiency or absence of security or security services for or with respect to the Leased Premises, the Shopping Center or the common areas. Tenant agrees to and shall indemnify, defend and save Landlord (and its employees, agents or servants) harmless from any and all loss, cost, expense (including attorneys’ fees), liability, suits, claims, damages or the like of any and every kind, nature and description whatsoever in any way involving, arising from, related to or in connection with the provision, supervision, scope, effectiveness, sufficiency, insufficiency or absence of security or security services for and with respect to the Leased Premises, the Shopping Center or the common areas.
In conjunction with security for the Shopping Center, Tenant agrees to pay to Landlord a portion of the costs of any security service or any security devices which Landlord, at its option, elects to provide in accordance with this Section 24.19. The Tenant’s portion of such costs shall be determined on the basis of the ratio of the floor area within the Leased Premises to the total floor area of all the buildings in the Shopping Center. Tenant shall reimburse Landlord for its portion of such costs within ten (10) days after receipt from Landlord of a written statement of such costs. It is understood and agreed that the potential importance of dealing with security matters in an expeditious and conclusive manner justifies that Landlord shall have unfettered discretion hereunder with respect thereto so long as such discretion shall be exercised in good faith.

SECTION 24.20 NO RECORDING:

Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this Lease null and void at Landlord’s election.

IN WITNESS WHEREOF, the parties have executed this Lease on the date first above written.

TENANT: BOBBY RUSH, an individual
Signed: ________________

LANDLORD: LAKE MEADOWS ASSOCIATES
By: ________________
P. J. Dasso, Vice President
Attest: ________________
R. P. Stockman, Vice President

SECTION 24.21 AVAILABILITY OF PREMISES

The Premises demised herein are currently leased to and occupied by a third party. Landlord has entered into a preliminary agreement with said third party for the termination of said lease effective prior to September 1, 1989. If Landlord is unable to secure termination as described herein and to obtain control of the premises this Lease shall become null and void.
EXHIBIT 3

RESPONSES OF DRAPER & KRAMER PROPERTY MANAGER
Responses of [redacted] of DK Mallon (a Draper and Kramer Company) to questions posed by Investigative Counsel Paul Solis of Office of Congressional Ethics in email of April 18, 2014 to Michael Zolandz of Dentons US LLP

1. **What is the breakdown of the charges? For example, the $500 amount, the $19 amount, the $253 amount.**

$500.00 is the monthly estimated charge for Unit C-6 for Common Area expenses. $19.00 represents their monthly estimated charge for Insurance. $253.00 had been their monthly estimated charge for Real Estate Taxes during the period covered in that document.

2. **These figures seem to change beginning on page 12 (the $253 amount is no longer present). Did something change in the charges?**

The monthly real estate tax estimate was increased from $253 to $600 effective January 2011.

3. **What is the total amount that would have been due each month since 2007?**

_During the period from 1/1/2007 through 12/31/10 the amount due each month for Unit C-6 was $1,399.00. Beginning on January 1, 2011 the estimated Real Estate Tax charge was increased to $600 per month, at which level it remains. As a result the monthly amount due for Unit C-6 has been $1746.00 since January 1, 2011._

In addition to the monthly rent and estimated charges for Common Areas, Insurance and Real Estate tax, there is a year-end reconciliation charge, reflecting actual charges for Common Areas, Insurance and Real Estate Tax. Since 2007 the reconciliation charges for Unit C-6 have been as follows:

- **During calendar year 2007 Tenant was billed an additional $2,491.04.**
- **During calendar year 2008 Tenant was billed an additional $2,711.27.**
- **During calendar year 2009 Tenant was billed an additional $3,256.18.**
- **During calendar year 2010 Tenant was billed an additional $5,625.43.**
- **During calendar year 2011 Tenant was billed an additional $3,803.73**
- **During calendar year 2012 Tenant was credited ($1,991.41) for overbilling of prior years’ charges.**
- **During calendar year 2013 Tenant was credited ($220.20) for overbilling of prior years’ charges.**

4. **Does the $323,579.27 amount (page 11) represent the total amount of charges on the account from 1989 to 6/1/2012?**

No. The figure of $323,570.27 reflects total charges only for the period from 3/1/2001 through 6/1/12.

5. **Has the lease been changed since 1989?**

No. When the lease expired in 1990, the tenant became a month-to-month tenant under the terms of the original lease.

6. **Has there ever been a payment on the account?**

Yes.
7. What is “CreditApply”? 

“Credit Apply” is a term that refers to open credits that have been applied to open charges.

8. What is “APL”? 

“APL” is an abbreviation for credits that have been applied to the account.

9. What are the “Reconciliation” charges that appear in the logs?

Tenants are charged a monthly estimated amount toward Common Area, Insurance and Real Estate Taxes. After the final calculations have been made and we know the actual costs for that year a reconciliation is made (also called “true-up”) after which Landlord either credits Tenant for over-billing throughout the prior year, or charges the account if the true cost for that period is more than Tenant had been charged on the basis of those estimates.
EXHIBIT 4

TRANSCRIPT OF INTERVIEW
OF DRAPER & KRAMER
PROPERTY MANAGER
INTERVIEW OF 

Present:
Paul Solis, Investigative Counsel
Scott Gast, Investigative Counsel
Todd Bancroft

By Telephone:
Mike Zolandz
Tom Walls

Transcribed By:
Julie Thompson
MR. SOLIS: This is Investigative Counsel Paul Solis with
the Office of Congressional Ethics. I'm joined
by Investigative Counsel Scott Gast, Todd
Bancroft, [REDACTED], and on the phone we are
joined by Mike Zolandz, and Tom Walls.
So I will begin the interview. [REDACTED]

[REDACTED], what is your title with Draper and
Kramer?

[REDACTED] (the "Witness"): Property manager.

MR. SOLIS: And how long have you been a property manager?

WITNESS: Property manager probably 1995. I've been with
the company longer than that.

MR. SOLIS: How long have you been with the company?

WITNESS: I joined in 1975. I got into the business and
we've just been merged, you know. Seniority is
merged along with the different names of
companies.

MR. SOLIS: And as a property manager, what are some of your
duties?

WITNESS: Collect rent, bill -- pay a bill -- bill for
rent, collect rent, you know, communicate with
the tenants, communicate with vendors, enter
into contracts with vendors.

MR. SOLIS: How many tenants would you say you have
authority over your checking into a one time?
WITNESS: One-hundred and twenty maybe.

MR. SOLIS: And that's right now?

WITNESS: Yes. Uh-huh. I haven't added them up, but that's about right.

MR. SOLIS: Specifically this account that we're speaking about, this is at the 3361 South King Drive,

this unit. I believe it's C6.

WITNESS: Yes.

MR. SOLIS: It's the unit -- when did you become -- when did you come on to this account?

WITNESS: Well, my company managed that mall for like ever. I became involved with it in June of 2002.

MR. SOLIS: And what did you know about who the tenant was at that time? I mean, did somebody inform you, this is Congressman Rush, or did you find out for yourself? How did you become aware of who the tenant was?

WITNESS: Well, like any property, you have a list of tenants, and you, you know, decide -- you discover who they are. It lists it there.

MR. SOLIS: Did anybody at the company have a conversation with you at the outset that this is Congressman Rush?

WITNESS: No. I don't believe so. No.
MR. GAST: You recall any discussions about that unit in particular, any issues, things to know?

WITNESS: No.

MR. SOLIS: Is there a lease for this unit?

WITNESS: Yes.

MR. SOLIS: And when did you become --

WITNESS: A month-to-month lease.

MR. SOLIS: A month-to-month lease. When did you become aware of the lease, that there was a lease for this property?

WITNESS: In 2002.

MR. SOLIS: Okay.

WITNESS: No. Prior to that but only because we were involved with the center, you know.

MR. SOLIS: Mm-hmm.

MR. WALLS: Do you have a volume control there? We can't hear you all that well.

MR. SOLIS: Okay. Let me try to turn this up.

MR. WALLS: Or maybe you can get closer.

MR. BANCROFT: Yeah. You know what, yeah, I think may be just speak up a little bit when you're --

MR. SOLIS: I'll move it closer to you.

MR. BANCROFT: There you go.

MR. WALLS: Thanks.

MR. SOLIS: Were you given any specific instructions when
you began taking a look at this account in 2002 about how to handle it? Did anybody talk to you about what they wanted you to do with the account?

WITNESS: No, no.

MR. SOLIS: Did you -- who was the landlord at that time?

WITNESS: Same as today, Lake Meadows Associates, which is a partnership.

MR. SOLIS: Did they -- I think I previously asked you if you had any preliminary discussions with anybody at Draper and Kramer. Did you have any discussions with people at Lake Meadows about this account when you first started?

WITNESS: No.

MR. SOLIS: I have a document here. This is an email that was provided that is Bates numbered LMSC024. Handing a copy to Todd and one to Mike and Tom, I wanted to say about this email, at the top of it -- I realize you might not have it available in front of you -- but at the top it says "Page 1 of 3."

MR. BANCROFT: You're talking about the Monday, December 7, 2009 --

WITNESS: Yes.

MR. SOLIS: Yes.
MR. BANCROFT: Okay.

MR. SOLIS: And it looks like a conversation between [ ] and Lawrence Cohen. And from what I can tell, I mean, it seems to me, and I can ask [ ] about this; but it seems to me that this is part of a conversation, and maybe there's some preceding emails in the chain prior to the bottom conversation that [ ] and Lawrence were having.

So I want to make sure that if there are preceding emails in this chain, that we -- that we have those. So, you know, if you could give a look to see if there's anything attached to this.

MR. WALLS: Sure. And we -- we have looked through those emails that other items in the chain don't relate to this matter or this particular line of inquiry.

MR. SOLIS: Okay. Okay. I'll ask you some specific things about the email, [ ], to the extent that you can recall them. First of all, who is Larry Cohen?

WITNESS: It's the head of our department of, you know, real estate management department.

MR. SOLIS: Is he still with the company?

WITNESS: No. No, he's not.

MR. SOLIS: Was he always the head of the real estate
management department from the time you took
over the account until 2009, the date of this
e-mail?
WITNESS: Yes, probably. I'm not sure though.
MR. SOLIS: Okay.
WITNESS: Mm-hmm.
MR. SOLIS: When did he leave Draper and Kramer; do you
know?
WITNESS: When did he leave Draper and Kramer?
MR. BANCROFT: 2011 maybe.
WITNESS: Yes. Maybe 2010 or '11. Mm-hmm.
MR. SOLIS: I wanted to direct your attention to the bottom
here, this conversation between you and
Lawrence. I see it says, "The only reason I
didn't put them on the list is because
collection efforts are still ongoing." And
maybe this related to what --
WITNESS: To some other tenant.
MR. SOLIS: Okay. And I wanted to ask you "put them," is
"them" --
WITNESS: Being some other tenant.
MR. SOLIS: Some other tenant.
WITNESS: Mm-hmm.
MR. SOLIS: Okay. And so I want to direct you up to about
middle way through here. It says, "Should I
wait for the direction to write off Bobby Rush
and City Steppers, or do I have it?" What is a
write-off?
WITNESS: Write-off is at the year end. At year end we
try -- like to, before the year is over, write
off any uncollectable items so that they just
don't carry into the next year, and you close
your books ongoing.
MR. SOLIS: Was the -- well, first of all, I'll ask you,
when you say "uncollectable," what does that
typically mean?
WITNESS: Something where it doesn't -- where you don't
expect to collect it.
MR. SOLIS: Okay. And so then we -- I can infer then with --
- with Congressman Rush, you didn't expect to
collect rent, at least at this point?
WITNESS: That's correct.
MR. GAST: Can I just ask, is there a decision made about
whether to write off rent or to pursue it
through legal means or --
MR. WALLS: Could you speak up, please?
MR. GAST: Is there a decision made at some point to write
off rent as uncollectable, or to pursue it in
court, or to start an eviction proceeding? Does
that conversation proceed the decision to write
off rent?

WITNESS: I think it had been a precedent that was set, and a decision was not really made to pursue.

MR. GAST: In this particular case?

WITNESS: In this particular case.

MR. GAST: As a general matter though, is that the process? Do you have a conversation about what to do about uncollected rent?

WITNESS: Yes, of course. Uh-huh.

MR. GAST: And what are the factors that you consider when you determine whether to write it off or pursue it through some other means?

WITNESS: Well, that's a decision made by management, but it depended on the particulars of that particular tenant, you know, his ability to pay, his net worth.

MR. GAST: Okay. And when you say it's made by management, who would that be? Would that have been Larry?

WITNESS: At this level, uh-huh, Larry, and his superiors, and upper management.

MR. GAST: And do you have a sense as to what percentage of cases that arise to the level of somebody's not paying rent, what percent end up being written off versus pursued in some other means?

WITNESS: I don't know that there's a percent that's
written off, you know. It's a case by case
basis.

MR. GAST: Would you say most of those cases are pursued in
court, or most of those cases are written off?

WITNESS: 50/50.

MR. GAST: 50/50. Okay.

MR. SOLIS: Pertaining to this specific account and this
specific write-off, you know, Scott had just
asked you about what factors go into it, and
it's some management decisions. What
conversations, if any, were you a part of about
the factors in deciding how to write-off this
particular account?

WITNESS: At year end, I would have the numbers collected,
and summarized, and totaled and submit that to
management for a decision.

MR. SOLIS: Okay. Why would it have even been a decision
then to potentially write off?

WITNESS: Because it's not for my authority to write off
without direction.

MR. SOLIS: I guess what I'm asking is when you're sending -
- for example, you say, "Should I wait further
direction to write off, or do I have it?" Why
would it even be in the category of potential
write-off?
WITNESS: Because someone had to give the approval to do so.

MR. SOLIS: Alright. I guess what I want -- I realize that's what you're doing. You're trying to get --

WITNESS: Mm-hmm.

MR. SOLIS: -- the final approval. But it seems like preceding a decision by Mr. Cohen in this instance, you're asking him whether this is something we need to write off, whether we should write off, correct?

WITNESS: I'm just looking for permission to do it -- do so. Yes.

MR. SOLIS: And all I'm asking is why would you be looking for permission to do it?

WITNESS: Again, I don't want to repeat myself. It's not within my authority to write off without upper management's approval.

MR. GAST: Let me ask you this. In prior years, had rent for Representative Rush been written off?

WITNESS: It's practice as far as I know.

MR. GAST: Okay. So this was kind of a --

MR. SOLIS: Speak up a little bit, okay, so they can --

WITNESS: Sorry. Mm-hmm.

MR. GAST: So going into this year when you say, "Should I
await direction to write off Bobby Rush and City Steppers," that's kind of relying on your past experience with how the account has been handled?

WITNESS: That's correct. I think I shared some of those past emails with you, other years. I have several of them in my possession where every year, you know, I tried to save that permission.

MR. GAST: Okay.

WITNESS: But if not, at least I have the records.

MR. GAST: So going back then to the first time this came up, do you have a recollection of that, say I guess it was 2002?

WITNESS: I don't have a personal recollection of that.

No.

MR. GAST: You don't recall coming to the end of the year, and there was uncollected rent for this particular tenant and, you know, what direction you were given at that point on that first occasion?

WITNESS: I was obviously given the direction to write it off --

MR. GAST: Okay.

WITNESS: -- I have to assume by Mr. Cohen or someone in that capacity, you know.
MR. GAST: Okay. And just to -- as far as you recall, since 2002 when you took over that account, was the rent written off each year?

WITNESS: Yes, sir.

MR. GAST: So there was a decision made each -- at the end of each year?

WITNESS: Yes, sir. Mm-hmm.

MR. GAST: And is it a calendar year?

WITNESS: Yes.

MR. GAST: Okay.

MR. SOLIS: I realize at the bottom and Mike had mentioned it as well, that this -- and you mentioned it as well too. You said that the bottom email pertains to a different client.

WITNESS: That's correct.

MR. SOLIS: But I want to focus on collection efforts. Did you make any collection efforts for this account, pertaining to Congressman Rush?

WITNESS: I don't know. Not me personally.

MR. SOLIS: Did you ever call him or any of his staff, email them and ask in any way about rent?

WITNESS: No.

MR. SOLIS: And why didn't you do that?

WITNESS: I was not directed to do so.

MR. SOLIS: Would you make collection efforts for other
tenants?

WITNESS: Yes.

MR. SOLIS: So why not for Congressman Rush?

WITNESS: It just had been a precedent that was set long
before my arrival on the scene.

MR. SOLIS: I'll just ask you to --

WITNESS: I'm sorry.

MR. SOLIS: So a precedent was set?

WITNESS: Mm-hmm.

MR. SOLIS: How did you become aware of the precedent?

WITNESS: At the end of 2002 and one had to make a
decision about that I would imagine.

MR. SOLIS: I guess -- I guess what I'm trying to find out
though is you had to become aware at some point,
the first time, that this was a decision to
write off. I realize that you're asking your
superiors whether or not it should be written
off.

WITNESS: Mm-hmm.

MR. SOLIS: I realize that, but at some point you became
aware that Representative Rush, or at least the
tenant in this circumstance, was not paying; and
that there's a decision not to make collection
efforts.

WITNESS: That's correct.
MR. SOLIS: -- and a decision to write off. What I want to
know is the circumstances of your first
knowledge of this. What you knew about it; what
you heard about it, and who told you about it.
Could you tell me about that?
WITNESS: Well, if -- I would if I could, but I just don't
remember. It was just a known fact.
MR. SOLIS: And you say a known fact, known by whom?
WITNESS: The file, the records, the -- you know, one
could look at the -- at the record of the
account and see where every year it had been
written off, and it was not unusual to be -- to
see that it was -- same thing was happening that
year.
MR. GAST: Who all was involved with that account? I
assume it was you, Mr. Cohen. Anybody else?
WITNESS: Well, right up to the board of directors I
guess, you know. Everybody knew financials.
MR. BANCROFT: What do you mean by -- let me clarify the
question.
WITNESS: Yeah, sure.
MR. BANCROFT: What do you mean by "involved"?
MR. GAST: I guess who was involved in the discussions
about how to handle that account?
WITNESS: I don't know.
MR. GAST: Who do you recall besides you and -- you do
recall you and Mr. Cohen being involved; is that
correct?
WITNESS: Mm-hmm.
MR. GAST: You recall anybody else that you would talk to
about this account?
WITNESS: No, sir. I don't.
MR. GAST: Okay.
MR. SOLIS: I realize Scott just specified further about
handling the account, but you previously
mentioned all the way up to the board of
directors may would have had knowledge of this
account. Am I safe in assuming that?
WITNESS: I don't know that. I just assume that -- you
know, I'm saying that Larry -- Larry had
superiors as well, you know. That's all I mean.
MR. SOLIS: Okay.
WITNESS: There's --
MR. SOLIS: Right. So my specific question would be then,
do you know if -- do you know personally if the
board of directors would have known about this
account?
WITNESS: No. I do not.
MR. GAST: Do you know why the decision was made to write
off the rent each year?
WITNESS: No. I do not.

MR. GAST: Did you ever ask anybody, why are we writing this off or --

WITNESS: It's just done.

MR. GAST: Just done.

WITNESS: The precedent had been set, and it was done.

MR. GAST: Okay.

MR. SOLIS: Is it customary, in your experience, to write off accounts?

WITNESS: Uncollectable accounts, yes.

MR. SOLIS: Out of the 120 or so accounts you say you have, how many, in your experience, are uncollectable at the end of the year?

WITNESS: Very few.

MR. SOLIS: And typically when it's uncollectable, would that be involving the full amount of rent, or would that be a portion of it? What do you consider uncollectable?

WITNESS: It could be either way. It could be that they never paid rent, and, you know, in which case he would have gotten on them sooner. But, you know, it varies.

MR. SOLIS: Okay. And when somebody doesn't pay rent, how often would you say you make collection efforts?

WITNESS: Frequently, monthly if it's a small operator mom
and pa.

MR. SOLIS: Okay. So frequently. And then just so I'm
clear, in this matter, no collection efforts
were made, correct?

WITNESS: That's correct, by me anyway.

MR. SOLIS: So if --

MR. WALLS: Could we -- could we just ask to clarify that
question for a time frame?

MR. SOLIS: Sure.

MR. WALLS: In terms of based on the knowledge of [REDACTED],
where collection efforts undertaken from '02
when she took over the account through present.

MR. SOLIS: Yes. That's what I mean.

MR. WALLS: Okay.

MR. SOLIS: In your experience, your handing of this
account, you know, I asked you if you make
collection efforts when somebody -- how often do
you make collection efforts when somebody
doesn't pay their rent? You said frequently.

WITNESS: Mm-hmm.

MR. SOLIS: And I asked you in your experience, from 2002 to
the present, have you made collection efforts
concerning this account, Representative Rush's,
and you said no; is that correct?

WITNESS: That's correct.
MR. SOLIS: Okay. I may have asked this question already and in some different form. I'll ask it again.

Why is the -- why is there a difference with this account versus the collection efforts in other accounts? You frequently seek -- or make collection efforts in other account but not this one. Why?

WITNESS: I don't know how to explain that other than the fact that the precedent had been set as far back in my records as I could find, back into the late 90s, you know what I mean. That was the practice.

MR. ZOLANDZ: As you've said, you've asked that question and [name] has answered it.

MR. SOLIS: Alright. Clearly it's important to me. Do you have any other elected officials that you oversee as an account?

WITNESS: No. I don't -- no. I'm not aware of any that are elected officials.

MR. SOLIS: Any public officials maybe that aren't elected.

WITNESS: No. It's not common to put that type of tenant in a retail shopping center. Uh-huh.

MR. SOLIS: Alright. I wanted to ask about this lease, again. So I have a couple copies here, Mike and Tom. This is D&K 001 through D&K 024.
MR. ZOLANDZ: It says Lake Meadows Shopping Center lease --
MR. SOLIS: Yes.
MR. ZOLANDZ: -- 4th day of August 1989?
MR. SOLIS: Yep, that's it.
MR. ZOLANDZ: Okay.
MR. SOLIS: Have you seen this document prior to digging up for us?
WITNESS: Yes, sir.
MR. SOLIS: You had seen that?
WITNESS: Of course.
MR. SOLIS: When was the first time you had seen the document?
WITNESS: I truly believe that I was instrumental in creating it --
MR. SOLIS: Okay.
WITNESS: -- under another position, under another title. I have done -- created leases and worked with, you know, getting them put together.
MR. SOLIS: And you recall this specific lease back in 1989?
WITNESS: Yes, sir.
MR. SOLIS: And you believe you had a role in creating --
WITNESS: I did have at least, you know, some of the hand typing on there. I probably did that type of thing. Yeah.
MR. SOLIS: Did you know who Bobby Rush was at that point in
1989?

WITNESS: Well, he was Alderman (inaudible), who we wrote
the lease with. He was -- he was an Alderman in
the Second District or Second Ward Alderman.

MR. SOLIS: Okay. And, again, I realize you started taking
this account on in 2002?

WITNESS: Mm-hmm.

MR. SOLIS: But the extent that you have knowledge from 1999
to that point, especially when he was an
Alderman and he was in that space, did you know
if he was paying rent at that point?

WITNESS: I did not know.

MR. SOLIS: Do you know for that purpose he was using that
space back then?

WITNESS: As an Aldermanic office. There is a purpose
obviously typed in it. It's used as an
Aldermanic office for Alderman Rush's multiple
Chicago political ward, known as the Second
Ward. That's just all we knew.

MR. SOLIS: Okay. And then when Congressman Rush was
elected to Congress, I believe in '93, I think
that's right --

WITNESS: Mm-hmm.

MR. SOLIS: -- around that point, what did you know about
the lease and the terms of the lease? Did
anything change at that point? Again, I realize

you weren't on the account, but --

WITNESS: I had no knowledge even of it.

MR. SOLIS: Okay. Did you ever hear anybody at the company
talking about it?

WITNESS: Not to my recollection. No.

MR. GAST: Prior to you taking over the account in '02, any
knowledge of the lease, the relationship with
the tenant from '89 to 2002?

WITNESS: I did not. No.

MR. GAST: You don't recall anything?

WITNESS: Not personally, no.

MR. SOLIS: Of all of the instances where you've had an
account and somebody got a write-off for some
amount that's due to the company, were there --
would those tenants also have leases in place?

WITNESS: Yes.

MR. SOLIS: Okay. I'll ask you about -- I have another
document. This is LMSC027. It's a map of the -

WITNESS: A site plan.

MR. SOLIS: -- the site plan. Are you responsible then for
all of the units in this shopping mall?

MR. WALLS: Pardon me. This is Tom Walls. I'm sorry to
interrupt. I don't have the numbering on the
documents. So just -- can you give me a little
description, so I make sure I'm looking at the
right thing here.

MR. SOLIS: Sure. This is a --

WITNESS: It's a site plan.

MR. BANCROFT: It's a site plan, Tom. At the bottom right-
handed corner, it says Lake Meadows Shopping
Center leasing plan, and then it has a depiction
with the street 33rd above 35th below.

MR. WALLS: Okay. I've got it.

MR. BANCROFT: Okay.

MR. SOLIS: And so my question was are you -- are you
responsible for the accounts at this shopping
center?

WITNESS: I'm the shopping center manager of that center.

Yes.

MR. SOLIS: Okay.

WITNESS: Uh-huh.

MR. SOLIS: Would you happen to know when this plan, this
map was created or what -- you know, I see the
tenants over here on the right side. So I'm
wondering is this as of 2014? Is this -- do you
know -- do you know when this would go back to?

WITNESS: Milwaukie Furniture is still on here, probably
2011 I'm guessing.
MR. SOLIS: Okay.

MR. ZOLANDZ: Is that an estimate?

WITNESS: Estimate?

MR. BANCROFT: That's an estimate.

WITNESS: Yeah.

MR. SOLIS: I just kind of wanted to get a general idea, you know, if it's kind of more near 2014, or if it's all the way back in 2002.

WITNESS: Oh, no.

MR. SOLIS: Okay.

WITNESS: It's --

MR. SOLIS: Okay. And I see C6 there, Bobby Rush and it lists the area, and is that the square footage?

WITNESS: Yes, correct.

MR. SOLIS: Okay. The 1506 number. Out of the tenants on this list, how many would be written off at the end of the year, be provided with a write-off?

MR. WALLS: Are you talking about a particular year?

MR. SOLIS: I'm talking -- I mean, I realize that □□□ is estimating about when this list was created, when this map was created. So I'm asking, I guess, you know, based on the number of tenants and the specific tenants she sees there, you know, to the best of her knowledge, which one of those -- what of those tenants would be
receiving a write off at any point?

MR. WALLS: Particular tenants or general?

MR. SOLIS: In general. So there's this list of A1 through C7, and I'm wondering -- I'm wondering if Bobby Rush is the only one on that list that has received a write-off in rent?

WITNESS: No.

MR. SOLIS: No? Others have?

WITNESS: Yes. That's correct.

MR. SOLIS: I don't need to know the specific tenants, but how many out of that list would have at any point received a write-off for rent?

WITNESS: Any kind of write-off; is that correct?

MR. SOLIS: Yeah. Any kind of write-off?

WITNESS: Three.

MR. SOLIS: Okay.

WITNESS: You know, approximately.

MR. SOLIS: Approximately three?

WITNESS: Mm-hmm.

MR. SOLIS: And --

MR. GAST: Does that include Representative Rush?

WITNESS: No. Three others as well.

MR. GAST: Three others. Okay.

MR. SOLIS: And -- and I was specific about any kind of write-off. Would any of these tenants receive a
write-off for the full amount of rent besides Representative Rush?

WITNESS: I don't know.

MR. SOLIS: You don't know? I guess that brings me to another question.

WITNESS: You know, I'm guessing not, but, yes. I don't know that for certain.

MR. SOLIS: I guess that brings me to another question I should have asked a little bit before about the specifics of a write-off. Is there an ability to write off smaller portions of charges as opposed to full amounts of rent?

WITNESS: Certainly.

MR. SOLIS: Okay.

WITNESS: Whatever you want to put it for. Put it for $10,000 or something, you know --

MR. SOLIS: Okay.

WITNESS: -- I mean, whatever.

MR. SOLIS: What types of -- and you said that write-offs are typically because of uncollectibles, right?

WITNESS: Mm-hmm.

MR. SOLIS: What types of things would be -- of charges would be considered uncollectible, and it would be written off besides full amounts of rent?

WITNESS: Specific charges, you know.
MR. WALLS: I'm sorry. I couldn't hear that question.

MR. SOLIS: I'm asking besides -- besides a full amount of rent, what other types of things could be written off, like smaller items, so taxes for example?

WITNESS: Yeah. Common area, you know, previous year common area, reconciliations. That's the PY you see on some of these, previous year.

MR. SOLIS: So is that customary then?

WITNESS: Yes.

MR. SOLIS: What about a full amount, a total amount of rent, all the taxes, you know, everything that would be charged to that tenant, how customary is that to be written off?

WITNESS: With zero rent collected in any one year, I would say that's uncustomeary.

MR. BANCROFT: Yeah.

MR. SOLIS: In your experience, of all the accounts you've had from, you know, as far as you've been doing this, have you ever had a scenario where there's written off full amount of rent, the taxes, the fees to use the space, any charges whatsoever, all of that is written off? How many times have you seen that?

WITNESS: Possibly once or twice.
MR. SOLIS: Okay. Would this account be included in one of those -- that once or twice?

MR. WALLS: I'm sorry. I don't understand that question.

WITNESS: Yeah.

MR. SOLIS: So says once or twice this is -- this has happened in her experience, I'm just wondering if -- if Representative Rush's account is that once, or if there's another one --

MR. ZOLANDZ: You mean once or twice in addition to this one?

MR. SOLIS: Right.

WITNESS: That's -- that's what I mean is once or twice in addition to this.

MR. SOLIS: In addition to this?

WITNESS: Mm-hmm.

MR. SOLIS: Okay. Thank you for that. I want to show you another email here that is marked LMSC028. It is an email chain between and Rosemary Hall, June of 2011. Take a minute to look at it.

So first I'll ask, who is Rosemary Hall?

WITNESS: Rosemary Hall was in his office, the office of Congressman Rush, an administrative type role.

As I understand, she's still there.

MR. SOLIS: Had you ever met her?
WITNESS: Personally, no.

MR. SOLIS: Have you ever met Representative Rush personally?

WITNESS: Yes.

MR. SOLIS: When is the first time you met him?

WITNESS: Talking -- I mean, I've seen him around obviously down there, but personally maybe within this last year, after we had written this, you know. He came to see me like what does that really mean, and, you know, of course I'll cooperate.

MR. SOLIS: When you say "this," do you mean this email, or do you mean our inquiry into this?

WITNESS: Oh, no, no. This email. When my leasing people were saying, you know, if the right person came along, we don't have keys to the space. We can't show it.

MR. WALLS: Pardon me. Are you referring to an email or a letter?

WITNESS: This is an email. June -- at the top it says June 8, 2011. Marsha Mitchell is the name at the very top.

MR. WALLS: Oh, Marsha Mitchell is the secretary in this office, and in the course of copying somehow her name got on there.
WITNESS: Her name got on there.

MR. SOLIS: Right.

WITNESS: Yeah.

MR. SOLIS: Yeah. I figured that.

MR. WALLS: She is no part of this at all.

MR. SOLIS: Right, right. I figured that. Yeah. I'm just asking ... -- I was beginning to ask ... about this discussion with Rosemary Hall, who she was. And then I -- and then when she explained to me that she had not met Rosemary. I asked if she'd met Representative Rush, and she said yes. So you said you met him not long after this email?

WITNESS: That's correct.

MR. SOLIS: So you met him in 2011?

WITNESS: I would say that's probably correct, yeah, maybe 2012. But -- mm-hmm.

MR. SOLIS: And you met him face-to-face?

WITNESS: Yes.

MR. SOLIS: Where did you meet him?

WITNESS: In my -- in the shopping center management office at Lake Meadows. Uh-huh.

MR. SOLIS: Okay. Is that where you typically work day to day?

WITNESS: Yeah. Well, I did, you know. One or two days a
week I was down there. Yes.

MR. SOLIS: Okay. And when he came in to talk to you after
this -- you had written this email to Rosemary,
what did he say?

WITNESS: Well, he just wanted to -- us to understand that
he would be cooperative, and that, you know, if
you have somebody, let us know; and we'll come
over and open up the space for you and allow you
to show it. He knew full well that there may be
an opportunity for us to lease it.

MR. SOLIS: Was there a lease already in place?

WITNESS: Only month-to-month lease.

MR. SOLIS: And when you say he knew "full well," that you
would take the opportunity to have somebody
lease it, how do you know that?

WITNESS: That was our discussion in this email. There
has been a letter written, and that was what
prompted his coming into my office.

MR. SOLIS: Did he make any requests of you --

WITNESS: No.

MR. SOLIS: -- when he came in?

WITNESS: No.

MR. GAST: Would this email have been the first time that
you reached out to Representative Rush or his
office about --
WITNESS: I'm not sure.

MR. GAST: Okay.

WITNESS: There was a formal letter at one point, but it may have been after this.

MR. SOLIS: Yeah. I have that letter, and I'll ask you about that next. So I'm in the middle of this email right here after you say, "Good morning, Rosemary. Interest in the shopping center and area seems to be picking up, which, of course, is a very good thing. The other day we had a health club operator inquire about the Congressman's space." What happened with that potential buyer -- or I'm sorry --

WITNESS: Lessee.

MR. SOLIS: -- yeah, lessee. I'm sorry.

WITNESS: Obviously, nothing came -- fruition to it.

MR. SOLIS: Okay. So Representative Rush explained to you that he would be cooperative; he would open up the office should someone come by?

WITNESS: Certainly.

MR. SOLIS: Did he say where he might go if someone had decided to lease that space?

WITNESS: No.

MR. SOLIS: And you said you'd been contacted by your leasing people about the potential for somebody
to come in there.

WITNESS: Mm-hmm.

MR. SOLIS: What were -- what were people at Draper and Kramer saying about that?

WITNESS: Well, this is typical.

MR. WALLS: Can you say that again? Repeat that.

MR. SOLIS: Yes.

MR. WALLS: I'm not sure I followed that question.

MR. SOLIS: Yeah. said that she had been contacted by her leasing people about the opportunity of somebody coming in and leasing that space. And so I just wanted a further explanation of, you know, when you say "contact," what did your leasing people say?

MR. ZOLANDZ: Are you talking about a particular party or the general idea of somebody leasing?

MR. SOLIS: The general idea -- general idea of somebody taking over this space and Representative Rush would leave, that general idea. What did they say to you about it?

WITNESS: General concept of maybe a school, a driving school, a healthcare center, something. The visibility of that space is very limited, and it would -- you would need that type of tenant who didn't need the exposure of fronting onto the
center, you know. It's backed in the back of
the property.

MR. SOLIS: Was there some sort of pressure on you to get
this leased --

WITNESS: No.

MR. SOLIS: -- by somebody else?

WITNESS: No.

MR. GAST: How did prospective tenants know that, that
space was available?

MR. WALLS: Well, do you mean in a generic sense; how do
they know that space is available?

MR. GAST: Yes.

MR. WALLS: Okay.

WITNESS: I don't know. Through leasing brochures,
through word of mouth, through, you know --

MR. GAST: Was it advertised as available space?

WITNESS: At some point, yes, it was. Right. At some
point we had -- some of these lease plans showed
that space as being available, you know, along
with other spaces that were available.

MR. GAST: And do you know when that was that you first
began advertising or showing that space as
available?

WITNESS: Not sure, 2010 or '11 for sure.

MR. GAST: Okay.
WITNESS: Maybe possibly before that.

MR. GAST: And what prompted that?

WITNESS: What prompted that, sir?

MR. GAST: What prompted the company to show this as available space?

WITNESS: I don't know. Just a decision by the leasing people to make it available.

MR. GAST: And when you say "the leasing people," who is that?

WITNESS: Well, we have leasing representatives in our company who do nothing but lease property, you know, lease space at shopping centers.

MR. SOLIS: You had mentioned that on some site plans during that time, that space sometimes would be shown to be available?

WITNESS: Mm-hmm.

MR. SOLIS: And those site plans where that space would be shown to be available, were there other tenants who were paying -- were month-to-month on a lease?

WITNESS: Certainly.

MR. SOLIS: Were their spaces also shown to be --

WITNESS: Yes.

MR. SOLIS: -- unavailable?

WITNESS: Yes.
MR. SOLIS: Is that a customary thing for a month-to-month tenant?

MR. BANCROFT: I'm sorry. You said "unavailable."

WITNESS: Yeah. I was going to say, you're saying --

MR. SOLIS: I'm sorry. Excuse me.

MR. BANCROFT: Yeah.

MR. SOLIS: Available. I'm sorry.


MR. SOLIS: Is that -- is that customary for a month-to-month tenant to be shown as available on a site plan --

WITNESS: Yes.

MR. SOLIS: -- or brochure?

WITNESS: Yes.

MR. SOLIS: Okay.

MR. GAST: Do you typically have a conversation with the existing tenant before listing a property as available?

WITNESS: I'm not sure.

MR. BANCROFT: When you said you typically have a conversation, do you mean would you approach the tenant and let them know that you were going to be marketing the space that they currently occupy on a month-to-month basis?

WITNESS: I think yes. Uh-huh.
MR. GAST: Okay. Do you recall doing that with Representative Rush?

WITNESS: Yes.

MR. GAST: And that's -- you're pointing at this email from --

WITNESS: Mm-hmm.

MR. GAST: -- June 2011?

WITNESS: And that letter. Yes.

MR. GAST: Okay. And you're not sure whether this was the first time that you approached him?

WITNESS: No. I'm not sure. Exactly.

MR. SOLIS: So I think I have the letter here that you had mentioned. This is -- we have it marked LMSC025. It is a March 6, 2012, letter from [redacted] to -- addressed to Congressman Bobby Rush, Re: Lake Meadows Shopping Center.

WITNESS: That's correct.

MR. SOLIS: Is this the letter --

WITNESS: Yes. Uh-huh.

MR. SOLIS: -- that you had --

WITNESS: Yes. That's right.

MR. SOLIS: So I'll ask you -- first of all, you say, "Congressman Bobby Rush." Is that how you would address him?

WITNESS: Yes.
MR. WALLS: When you say "address him," what do you mean?

MR. SOLIS: Either in written form or when she sees him face-to-face.

MR. WALLS: You mean during the period that he is a Congressman?

MR. SOLIS: Yes.

WITNESS: Yes.

MR. SOLIS: Yes. So I want to go down about three paragraphs there. It says, "Landlord is interested in leasing the space you occupy." Is that landlord the Lake Meadows Associates?

WITNESS: That's correct.

MR. SOLIS: And how did you know that they were interested? Did they have a conversation with you?

WITNESS: Through my leasing people and through my superiors. Yes. It was -- maybe we should try to lease it, you know.

MR. BANCROFT: Just to be clear, Lake Meadows Associates is a -- it's a portfolio property --

WITNESS: Yes.

MR. BANCROFT: -- of Draper and Kramer. So --

MR. SOLIS: Okay.

MR. BANCROFT: It's not a third party relationship.

WITNESS: Uh-huh.

MR. SOLIS: Okay. Okay. That's important. Okay. So --
yeah. Okay. I guess that's important. So when you say "landlord," I mean, that's an internal -

WITNESS: It's just --

MR. SOLIS: That's Draper and Kramer?

WITNESS: It's what we call landlord and tenant, you know.

Yes.

MR. SOLIS: Okay.

WITNESS: Us, they, we the landlord. Yeah.

MR. SOLIS: And that's your leasing people, and your --

WITNESS: Yes. Uh-huh.

MR. SOLIS: -- superiors of --

WITNESS: Exactly.

MR. SOLIS: Okay. I want to show you that same paragraph. It says, you know, "The space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants."

That term "rent-paying," I guess, as we've discussed, that would mean that at this time Representative Rush is not a rent-paying tenant, correct?

WITNESS: That's correct.

MR. WALLS: Are you asking the meaning of the phrase? I don't know understand the question.
MR. SOLIS: Right. It says -- it says -- she says "rent-paying" in reference to a prospective tenant.

So I'm asking her if that means at that point that Representative Rush is not a rent-paying tenant.

Did you understand the question, correct?

WITNESS: Well, yes. Uh-huh. And I think that we've established that it was not --

MR. SOLIS: Yeah. I just wanted to make sure about that --

WITNESS: Mm-hmm.

MR. SOLIS: -- that term and this letter. What happened after the letter and the request? Did they make the space available?

WITNESS: Well, that's shortly hereafter is when the Congressman came to my window and my door, and we had this conversation, and he was very cordial and pledged his cooperation; put it that way.

MR. SOLIS: Did he say anything about paying rent; that he would pay rent?

WITNESS: It never came up, sir.

MR. SOLIS: I'm sorry. That would never come up, or it didn't?

WITNESS: No. That did not.
MR. SOLIS: Did not come up. Okay.

MR. GAST: Did he express any interest in staying in the property?

WITNESS: No, sir.

MR. SOLIS: Okay. So as far as I understand, Representative Rush came in, in 1989 for Aldermanic purposes, correct?

WITNESS: That's correct.

MR. SOLIS: He came as an Alderman. Do you have any knowledge about --

MR. WALLS: Is that how he is described on the lease?

MR. SOLIS: The lease it says Bobby Rush as an individual. The purpose does state -- the term in the lease where it says purpose.

MR. BANCROFT: It says Aldermanic office.

MR. SOLIS: Yeah. It says Aldermanic office, but at the top, first page, it does say Bobby Rush as an individual.

MR. WALLS: That's on the document called Lease Fact Sheet, correct?

MR. BANCROFT: Yes.

MR. WALLS: You're referring to that?

MR. BANCROFT: Yes.

MR. SOLIS: Yes. So I'm just trying to get the --

WITNESS: Mm-hmm.
MR. SOLIS: -- the history here. Came in as an Alderman.

Do you know anything about his status as a State

Party Committeeman?

WITNESS: No.

MR. SOLIS: Do you know what that is?

WITNESS: Democratic Party I'm assuming, but, no, I don't

know.

MR. SOLIS: Okay. Congressman Rush also is affiliated with

a Congressional campaign committee to, you know,

help his reelection efforts. It's called

Citizens for Rush. Do you know that name? Have

you ever heard of that name?

WITNESS: No, sir. No. There may be posters in the

window saying that, but that's -- that would be

the extent of my knowledge.

MR. SOLIS: I guess I'm wondering just -- just generally,

from your point of view, while you had this

account, did you see Representative -- the

tenancy, did you see Representative Rush

personally as the tenant? Did you see his

Congressional committee as a tenant? Who did

you view as the tenant in this circumstance?

WITNESS: Congressman Rush.

MR. BANCROFT: Go ahead, Tom. What were you saying?

MR. WALLS: Did you mean -- I'm not sure I understand that
question either. Wouldn't that be determined by
the lease?

WITNESS: That's -- the way I answered the question is by
the lease. Yes.

MR. SOLIS: Well, if that's -- I mean, I'm just asking for
's -- you know, she's the one handling this
account. The lease says that. I'm just
wondering how she personally viewed it, judging
by her experience and interactions with
Representative Rush and his staff, who she
viewed as -- as the specific tenant in this
case. She just mentioned that it's in the
lease, right?

WITNESS: Mm-hmm.

MR. SOLIS: Bobby Rush as an individual.

WITNESS: That's correct.

MR. SOLIS: Or Congressman Rush. If that's how she views
it, then -- that's how you view it?

WITNESS: Yes.

MR. SOLIS: Okay. I think I'm getting to the end of my
questions. I just want to go through and make
sure I've got everything.

MR. GAST: While he's looking, can I just ask you, if a
tenant is -- if a decision is made to pursue a
tenant for unpaid rent, how does that process
play out? What do you do?

WITNESS: You know, individual communications at first, and then, if necessary, we get legal assistance.

MR. GAST: Are you involved in the process once it's kind of referred over to legal?

WITNESS: As a manager, yes.

MR. WALLS: I'm sorry. I couldn't hear that one.

MR. GAST: I asked if [redacted] is involved in the process once it's referred to legal.

WITNESS: Certainly. Mm-hmm. You know, questions they may have or clarifications, that type of thing.

MR. SOLIS: When you take collection efforts, when you begin the process of trying to get what's owed to the company --

WITNESS: Mm-hmm.

MR. SOLIS: -- back, do you need a check off from superiors? Do you have to get permission to make those collection efforts?

WITNESS: Yes.

MR. SOLIS: So if -- I'm just trying to play this out. So if you want to call a tenant and say you owe us rent. You need to check with your superior to make that phone call?

WITNESS: Probably not. Probably not for, you know, individual phone calls to a tenant. No. But
for legal pursuit, yes.

MR. SOLIS: Okay. I'm talking about prior to legal pursuit
where this is more -- maybe more of an informal
process.

WITNESS: Mm-hmm.

MR. SOLIS: Where you're sending an email, sending a letter
--

WITNESS: I collect rent. That's part of my duties. Yes.
Uh-huh.

MR. SOLIS: Do you need permission from your supervisors to
take those types of efforts prior to legal
action?

WITNESS: No.

MR. SOLIS: No?

MR. WALLS: Paul, just FYI, we got about four minutes left
on our agreed time.

MR. SOLIS: Sure. I wanted to ask if -- you know, I have
two emails as far as I remember anyway. I have
two emails authored by [REDACTED] that relate to
this account and Representative Rush that were
provided. [REDACTED] has discussed the fact that
she's got some communications between her and
possibly the Congressman or somebody on his
staff. I'm wondering if there are emails or
communications in addition to the ones I have.
MR. WALLS: I think we produced what you requested in the
period that you requested it. My understanding
is that -- that was -- that you got everything.
WITNESS: From 2007 forward.
MR. SOLIS: Okay. So there are communications with
Representative Rush regarding this account prior
to 2007?
WITNESS: No doubt. Yes.
MR. SOLIS: Okay. I think that is -- that is all.
MR. GAST: I think those are the questions we have for you.
We appreciate the time.
MR. SOLIS: Thank you very much.
WITNESS: I really enjoyed it. It was fine.
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EXHIBIT 5

TRANSCRIPT OF INTERVIEW
OF CAMPAIGN TREASURER
INTERVIEW OF

Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Scott Thomas,

Transcribed By:
Julie Thompson
MR. THOMAS: And let me just also say -- I've said this to you before, but if there's something that you don't know, it's okay to say you don't know. But we're here to help these folks. So if there's some way you can offer to follow up and find an answer for them, feel free to --

(Witness): Okay.

MR. THOMAS: -- do that. We're trying to be as cooperative as possible.

WITNESS: No problem.

MR. SOLIS: Alright. Well, this is Paul Solis, Investigative Counsel for the OCE. I'm with Kedric Payne, Deputy Chief Counsel, Scott Thomas. And, [redacted], could you state your name for the record?

WITNESS: It's [redacted].

MR. SOLIS: I just want to start with some background on your work with the Citizens for Rush campaign.

WITNESS: Mm-hmm.

MR. SOLIS: What is your position and title there?

WITNESS: Treasurer would be the official position with the committee.

MR. SOLIS: Do you have any unofficial positions with the committee?

WITNESS: Right now, no. I started out working in
precinct operations and running campaigns. Then
my specialty became Election Day coordination,
and back when he was still Alderman and it was
still called Citizens for Rush, they -- it was
some issue they had with the State Board of
Elections. And they asked me to, you know,
start learning the system and file the reports.
MR. SOLIS: Okay.
WITNESS: And from then -- and that was probably in the
90s, if I recall correctly.
MR. SOLIS: Okay.
WITNESS: And from that -- well, probably the 80s because
he became Alderman -- I mean, Congressman in the
90s.
MR. SOLIS: How long have you been the treasurer for the
Citizens for Rush campaign?
WITNESS: Since the inception.
MR. SOLIS: Okay.
WITNESS: Inception of the congressional committee.
MR. PAYNE: And when was that?
WITNESS: It has to be '90, '91 when he first ran, but I
was treasurer of his state committee as Alderman
and Democratic Committeeman committees prior to
that.
MR. SOLIS: Okay. Are you -- do you work in any capacity
with any other committees that Representative Rush is associated with?

WITNESS: Yes. I'm also the treasurer of Friends for Bobby Rush. That is a state committee. It was -- that committee was originally called the Citizens for Rush, and then we -- we changed it to Friends of Bobby Rush when we got the Federal PAC committee, and I file the state reports and the federal reports.

MR. SOLIS: And how long have you been the treasurer for the Friends of Bobby Rush?

WITNESS: That would have to go back to the 80s because that's when I started.

MR. SOLIS: Okay. Are you paid by the committees, or do you volunteer?

WITNESS: I started off volunteering, and then recently they -- you know, they started paying me -- I think I started off at about 300 a month. Now I'm at 550, but if there's no money or we're tight on money, then I don't get paid.

MR. SOLIS: Okay. And that -- that's for both committees?

WITNESS: No. That's just one committee.

MR. SOLIS: Okay.

WITNESS: I don't -- it's very little activity on the other committee.
MR. SOLIS: The Friends of Bobby Rush?

WITNESS: Right. I mean, if there is, you know, we take care of that on Election Day.

MR. SOLIS: Okay. Are you employed anywhere else?

WITNESS: I'm employed with Cook County, county government. I am -- my official title is Project Director for the Department of Planning where we administer the HUD grants, yeah, primarily the HUD grants. However, I'm on corporate payroll. So I'm not -- I'm in the federal ethics too because I have been a District Director. So I'm not crossing that because I'm not getting paid with federal money, federal grant money. So I can come and talk to you.

MR. SOLIS: Okay.

WITNESS: That's correct, right? I'm talking too much.

Okay.

MR. THOMAS: It's too complicated for me.

MR. SOLIS: So with that job with Cook County, how many hours a week are you working?

WITNESS: Forty.

MR. SOLIS: Forty.

WITNESS: Well, they call it 40. I think we work 30. We get paid -- we get paid for 40. I'll put it
that way.

MR. SOLIS: Okay. And then the work with the Citizens for Rush committee, how many hours a week are you working with that?

WITNESS: That's primarily when -- when if there's a campaign, what is required, you know, the filing of the reports, and I also maintain -- or right now the access going back and forth to the post office, making deposits, doing whatever reporting I have to do at that time.

MR. SOLIS: Okay.

WITNESS: And then making sure that the bills get paid --

MR. SOLIS: Okay.

WITNESS: -- or hopefully.

MR. SOLIS: So when it's not in the middle of a campaign, like right now, how many hours a week are you working for the Citizens for Rush committee?

WITNESS: Well, right now, due to the fact the primary is Tuesday, we're -- we're in no -- no major, major campaign. So right now I would say I probably do about four to -- maybe four to five.

MR. SOLIS: Hours a week?

WITNESS: Yeah.

MR. SOLIS: Okay. Yeah. Someone reminded me last night about the primary in Illinois.
WITNESS: Yeah.

MR. SOLIS: So, excuse me, this is the middle of the campaign.

MR. THOMAS: You're in the middle of a grueling election right now.

WITNESS: Right, right.

MR. SOLIS: Who else works with Citizens for Rush campaign committee?

WITNESS: Primarily the campaign would be Carolyn Rush.

MR. SOLIS: Okay.

WITNESS: So primarily the two of us on a regular basis. During petition drives, or Election Day, or what we call visibility -- visibility is when we put posters out or whatever, then more of my time is spent where I'm having to pay the -- well, we call them stagnates we've named for a petition. We may give them $10 for a petition. So when they bring them, you know, and either when the coordinator tells me how much per person, then, you know, I make sure that we get them paid. And they sign receipts, and I report them. But most of them don't end up itemized because it doesn't go over the $200 threshold.

MR. SOLIS: Who do you report to?

WITNESS: I report to the Congressman and Mrs. Rush.
MR. SOLIS: Does she have an official title with the campaign?

WITNESS: I just call her the queen.

MR. SOLIS: I think that is an official title.

WITNESS: Because she's running it.

MR. SOLIS: Okay. Do you supervise anybody on the campaign staff?

WITNESS: No, no. Not unless I'm doing Election Day coordination or something of that sort, or he may -- unless for some reason -- I think a lot had to do with, you know, my work duties. But unless he needs me to work, and, like I say, my original capacity was his precinct coordination and so forth but recently no one.

MR. SOLIS: Okay. And when you're doing this four to five hours a week, like right now, where are you doing that work from?

WITNESS: Home.

MR. SOLIS: Home.

WITNESS: Home or if I have to go somewhere or meet someone for notary -- I'm a notary also -- to notarize or pay volunteers or whatever.

MR. SOLIS: Okay.

WITNESS: Or deliver a check, you know. But it's primarily, what I do would be from home, or I'm
at the -- I'm called to the Congressman
(inaudible) meeting at his home.

MR. SOLIS: At the Congressman's home?

WITNESS: Yeah. Those are the deep meetings.

MR. SOLIS: The what meetings?

WITNESS: The deep.

MR. SOLIS: Deep. What about anywhere else? That you might
do campaign work for Citizens for Rush?

WITNESS: Personally I don't do -- I mean, now I may go to
the office there, but it's primarily if we are,
you know, if I'm paying someone. Okay. But
that would be more like a short meeting place
where like I got all these volunteers to pay, or
on Election Day we want to feed all the
volunteers, even though they stay in the street.

I may, you know, go get trays of food, and they
come in and eat and then leave.

MR. THOMAS: What was your question? I'm sorry.

MR. SOLIS: Anywhere else besides the Congressman's home and
her home?

WITNESS: Yeah.

MR. THOMAS: Got you. Thank you.

MR. SOLIS: So and you mentioned the office.

WITNESS: Mm-hmm.

MR. SOLIS: What office is that?
WITNESS: That would be the office at 3361 that was formally -- I mean, it's more like a Committeeman's office because there may be other candidates also, petitions that he's circulating as Democratic Committeeman.

MR. PAYNE: So that's 3561 Martin Luther King Drive?

WITNESS: Correct.

MR. SOLIS: 33 --

WITNESS: Yeah. But that's not -- I mean, that's not often. That may be two or -- it could be two or three days between now and Tuesday.

MR. SOLIS: Okay.

WITNESS: Okay. But primarily as treasurer what I would be doing is checking the mailbox and filing my 48-hour notices.

MR. SOLIS: Do you have keys to the building?

WITNESS: I have a key. Yes.

MR. SOLIS: Okay. Who else has keys to the building?

WITNESS: All I know is I think Walter has a key, and the Congressman, and Mrs. Rush. I don't know who else has a key, and, I mean, I've had that probably since he became -- I mean, a long time, whenever the locks were last changed, and that's primarily, you know, if we had to meet someone up there.
MR. SOLIS: You said that it might be two or three days from
now until Tuesday --

WITNESS: Mm-hmm.

MR. SOLIS: -- that you work out of that office.

WITNESS: Mm-hmm.

MR. SOLIS: That you spend time there at least. Is that
typical? I mean, is it two to three days a week
that you're down there?

WITNESS: No. I haven't -- the last time I was there was
last month when they told me to take pictures of
all the junk on the inside. Photography is my
hobby.

MR. THOMAS: You've seen those.

MR. SOLIS: Yes, we have. Yes, we have.

WITNESS: And I haven't --

MR. THOMAS: I've seen her handiwork.

WITNESS: And I don't think I have been there probably
since the last election --

MR. SOLIS: Okay.

WITNESS: -- you know, prior to that.

MR. SOLIS: So the election in 2012, you might have been
down there?

WITNESS: Yeah.

MR. SOLIS: And then the most recent time since then was
when you took the pictures?
WITNESS: Yeah. Now, one thing too, which I can't recall exactly when, if the Congressman says, "I want to meet with you," he may say, "Meet me up there." And we're there in 5, 10 minutes as, you know, more of a place where we can meet other than -- well, it's closer to where he lives and where I live or whatever.

MR. SOLIS: Okay.

WITNESS: But other than that, I haven't been in there any length of time or, you know --

MR. SOLIS: Do you know how often he spends at that space?

Do you know --

WITNESS: No.

MR. SOLIS: -- how often he goes there?

WITNESS: I don't think -- to me it just stays empty, okay, because the posters on the windows are from the election two years ago. There's nobody been in there to even take the posters down.

MR. SOLIS: Do you know if it has utilities? Does it have gas, electric?

WITNESS: Well, I was surprised that the electricity worked when we went in. The gas, I don't think so. It didn't to -- the heat did not seem to be on.

MR. SOLIS: Who pays the electric bills?
WITNESS: Right now I don't know. I know I have no idea.

MR. SOLIS: How often is Mrs. Rush at that space?

WITNESS: I really can't say. During campaign time, she may come in to follow up on something, for meetings and so forth, and between campaigns,

I'm not aware of her being there.

MR. SOLIS: Who owns that space at 3361?

WITNESS: I know that the shopping center is owned by Draper and Kramer. The space -- he moved into that space in the 80s because I think the building that we were in was getting condemned,

and we just -- and that was as Alderman and Board Committeeman.

And after that -- I mean, after he became Congressman, it was primarily, you know,

then we had the district offices set up throughout the district, and it was, you know,

maybe used, like I said during the petition drive and/or the weekend before an election,

unless a meeting was called. I mean, that would be when I was there. Now, I can't -- you know.

MR. SOLIS: Do you know if there's a lease?

WITNESS: I don't think so. I do not think that there is a lease at all. I think that the place was given -- I mean, when he originally got it, it
was -- you know, they gave him a space to
operate, and he maintained it. I know that when
it got too -- that nothing was ever paid on the
space, but we were -- you know, if there were
operations there, we were responsible for the
repairs and the utilities.

MR. SOLIS: You mentioned that you felt it was more of a
Committeeman's space.

WITNESS: Yeah.

MR. SOLIS: Does the Friends of Bobby Rush committee pay
bills there, or are they on lease there?

WITNESS: They're not on the lease there. The bills would
come out of either, you know, where the money
was available because a lot of times we didn't
even have money available.

MR. SOLIS: Okay. So with money for utilities or any other
expenses associated with the space, would they
sometimes come from Citizens for Rush?

WITNESS: Yes.

MR. SOLIS: Okay. When is the last time Citizens for Rush
made a payment for expenses associated with that
space?

WITNESS: I cannot recall. All I know is last time I was
in there we were working on the committee and
circulating petitions for another candidate.
There was no heat. That's all I remember. So sometimes the bills -- whenever the office would open or something like that, all those arrangements would be done by Mrs. Rush, you know. We would get bills. I would -- you know, tell them we had the bills, and then they would take them.

MR. SOLIS: Okay. "They would take them?"

WITNESS: The Congressman or Mrs. Rush.

MR. PAYNE: But just -- just so I'm clear, so some expenses, the utility bills associated with that space would come from either the Friends of Bobby Rush committee or Citizens for Rush --

WITNESS: Correct.

MR. PAYNE: -- depending on who had the funds?

WITNESS: Correct.

MR. PAYNE: Okay. Do you know what type of expenses it would be? Would it be utilities that would come out of the Citizens for Rush funds? Would it be --

WITNESS: Utilities, and I do know that we did purchase a heating unit. I think we were about to go into a petition drive, and there was no heat.

MR. PAYNE: When was that that you purchased the heating unit?
WITNESS: Okay. I was District Director then, and it had
-- it was in about 2010 or early 2011. I was
serving -- I was acting at that point because
his regular District Director was on leave of
absence.

MR. PAYNE: And that came from Citizens for Rush?

WITNESS: Yes.

MR. PAYNE: Okay. Has Citizens for Rush made any other
expenses for improvements to that space?

WITNESS: I can't recall, you know. We were in there so
long. I know that was the only major work that
was done at that point, I mean, you know, at
that time. Other than that, I mean, maybe they
called the complex. I'm not sure.

MR. SOLIS: Does the property have telephone services?

WITNESS: It has telephone services, but that's all it is,
is a telephone. There's no dial tone.

MR. SOLIS: Okay. So a telephone exists, but there's no
connection?

WITNESS: Yeah. I mean, well, the telephones were left
over from when he was Alderman before
Committeeman, and, you know, sometimes if
they're -- if we were operating them -- well, as
our petition -- see I've worked with him -- I
mean, for -- I've been work -- started working
with the Congressman in '83, I mean, when he was Alderman. So my memory goes back and forth.

MR. SOLIS: That's fine.

WITNESS: But, I mean, the telephones have been working when we've had to be in there for a campaign, okay, but they were primarily like when we're circulating petitions. And we may be circulating them for numerous candidates because there's more Committeeman in the city of Chicago. Every elected official who may vote within the ward may come from the ward from anyone's endorsement, and then that would include also circulating their petitions because you had precinct captains and so forth.

He stopped being the ward Committeeman I think about 2007 or 2008 because technically it was about -- we only ended up with about 10 or somewhere in the area of 10 precincts that were in the First Congressional, and he gave it up so, you know, he could devote all of his time to the Congressional District.

MR. SOLIS: Since our review started, so, you know, probably, you know, 40 days ago, over a month ago --

WITNESS: Mm-hmm.
MR. SOLIS: -- have you been in the space to move things around?

WITNESS: No.

MR. SOLIS: Have you made any alterations to --

WITNESS: Just taking pictures.

MR. SOLIS: Okay. You didn't go inside?

WITNESS: And that was my -- no. I mean, I went in to take pictures inside.

MR. SOLIS: Okay.

WITNESS: But I haven't been inside there I don't think since the last election, if then.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Are you in charge of making disbursements from Citizens for Rush funds?

WITNESS: Yes and no. Up until Mrs. Rush's illness, she maintained -- they maintained the checkbook.

They would -- she would pay certain bills.

Bills that I would get in the mailbox. I would get checks from her, and, you know, give them a list of what we would have to pay; and then pay those bills, okay. A lot of times I would find out about bill payments with the bank statement.

MR. SOLIS: Okay. Since Mrs. Rush's illness?

WITNESS: Since Mrs. Rush's illness, I believe in about
October, we went -- well, Mrs. Rush and I were both signatures on the account.

MR. SOLIS: Okay.

WITNESS: Okay. We went -- the Congressman and I went to the bank to -- I think the storage bill was behind, and they were threatening to auction everything out. So they had us do a letter that authorized only one signature. It didn't take her off or me off, just one signature temporarily. And at that time then, I'm the only signature, so I start paying.

MR. SOLIS: Okay.

WITNESS: And the checks I did order. I know he had problems at his home with water and so forth --

MR. SOLIS: Right.

WITNESS: -- water damage. I ordered a new checkbook, which I have, but the checks I have written are primarily, you know, to our fundraiser.

MR. SOLIS: Okay.

WITNESS: I mean, they're minimum.

MR. PAYNE: Just so I'm clear on the timing of this all, are you saying that approximately October of 2012, you started this role of having the -- control of the checkbook?

WITNESS: Well, 2013, I became the sole signature.
MR. PAYNE: Okay.

WITNESS: I didn't have control of the checkbook until it was delivered, probably late last month.

MR. PAYNE: Okay.

WITNESS: Okay.

MR. PAYNE: So who was -- how are payments being made from that -- from October 2013 until you got the checkbook?

WITNESS: I would get checks from the Congressman.

MR. PAYNE: Okay.

WITNESS: Then I guess wherever she -- they made the -- Mrs. Rush had the checkbook within their home.

He would take checks out of the checkbook and give them to me. Then I would just go pay the bills.

MR. PAYNE: These were blank checks --

WITNESS: Yeah.

MR. PAYNE: Okay.

WITNESS: They were blank.

MR. SOLIS: And the checks -- the checks have Citizens for Rush on them?


MR. SOLIS: So, again, just so we're straight, from October 2013 until you just got this checkbook personally, Representative Rush was -- is the
one who was making the decisions on when and
where to cut checks?

WITNESS: No. What he would do is give -- well, let me
back up. What he would do is give me probably
two sheets of checks. I would probably have six
checks, okay. Before I make any disbursements,
I would get his approval.

MR. SOLIS: Okay.

WITNESS: Okay. So it's not -- the only thing I basically
pay on my own is the storage because they would
throw everything out of the storage unit, okay.
When it comes to the fundraiser like, you know,
when should I pay, you know. I got bills from
the fundraiser. Can I pay them? And he said
yes, and then at that point I would pay the
checks -- I mean, write out the check and mail
it.

MR. SOLIS: Okay. When you talk about the storage space, is
that 407 East 25th Street?

the business -- I think it is.

MR. SOLIS: Is that United Storage?

WITNESS: Yeah. It's United Storage now.

MR. SOLIS: Okay.

WITNESS: It's changed names a few times since they've had
this unit.

MR. SOLIS: Okay. So prior to October 2013 when Mrs. Rush became ill, she was the sort of -- the primary decision maker on disbursements for the campaign committee?

WITNESS: It would still be both. I think they would talk.

MR. SOLIS: Okay.

WITNESS: She would also give me checks, but she may have me sign a blank check, you know, because payments that she made -- knew about. I would still have a blank check with her signature on it, like I do now. Then like I talked to the Congressman last night and informed him what bills were in the PO box and, you know, when to pay them, and get -- to get his approval to write and mail.

MR. THOMAS: Can I maybe jump --

MR. SOLIS: Sure.

MR. THOMAS: Just to clarify, it sounds like the procedure before required two signatures.

WITNESS: Correct.

MR. THOMAS: So when you would get checks, it reflected checks that had been signed by her already; is that the way that worked?
WITNESS: Correct. And vice versa.

MR. THOMAS: Then you would -- you would add the signature if
-- once you got the --

WITNESS: Yeah. Once I got permission to -- right.

MR. THOMAS: -- whether they wanted you to go ahead and pay
it?

WITNESS: Mm-hmm.

MR. SOLIS: Okay.

WITNESS: There may be instances where I would tell them
what the bills are. They would give me that
amount of checks. Then I would just pay the
bills.

MR. SOLIS: Okay. The Beloved Community Christian Church.

WITNESS: Mm-hmm.

MR. SOLIS: Do you know what that is?

WITNESS: That's the Congressman's church.

MR. SOLIS: Okay. Do you attend services there? Do you go
there?

WITNESS: Only funerals and weddings.

MR. SOLIS: Okay.

WITNESS: I mean, I'm not a member as (inaudible). As
District Director, if he was sponsoring a food
drive or something like that, sometimes -- I
mean, on the weekends, on our volunteer time, we
may go over and help with the distribution. But
other than that funerals plural and one wedding.

MR. SOLIS: Okay.

WITNESS: I've never been to a service other than that.

MR. SOLIS: Has the Citizens for Rush campaign committee
made donations?

WITNESS: Donations have been made periodically to the --
I mean, to the church. There maybe a few times,
but not many, where I've written the check. A
lot of times the checks are written -- you know,
were written by Mrs. Rush, but it was, you know,
they have an annual fundraising event. So some
-- you know, a lot of times it was around that
time, or I would find -- really, I would find
out about the disbursement with the cancelled
checks.

MR. SOLIS: Okay. If you were required to be a signator on
those checks though prior to October 2013 --

WITNESS: Mm-hmm.

MR. SOLIS: -- would you have to have signed the checks to
the -- the church?

WITNESS: They had me sign a blank check.

MR. SOLIS: Okay.

MR. THOMAS: Say that again.

WITNESS: I signed -- I would sign like four checks.

MR. THOMAS: Oh, you would give them some signed checks?
WITNESS: Yeah. They would ask me to sign checks, and they would give me checks with one signature.

MR. SOLIS: Okay.

WITNESS: In a lot of cases, the Congressman may have to bring checks up to D.C. if there was, you know, something going on, or they -- I know he used to have to host Congressional CBC breakfast or luncheon or something. So I would send checks with him, and then even on the fundraising side.

MR. SOLIS: So, for example, if they're going to make a donation to the church, and they decided -- they gave you a blank check, it doesn't say Beloved Community Christian Church on it; you just sign it and then you give it to them; then you find out later that the donation was made?

WITNESS: I would say it would be more like -- they would not give me one check to sign, and I'm signing a blank check. It would be like I have bills, and Carolyn says that, you know, there are bills that she has to address. Then she'd have me sign three checks, and she'd give me three or four checks, depending on the bills that I had.

MR. SOLIS: Okay.

WITNESS: But as far as I knew, the checks were used on an as needed basis, okay, not more so, sign this
blank check, and I'm getting ready to write it out.

MR. SOLIS: Okay. I just want to know the extent that you - that you're awareness of the checks being written to the Beloved Community Christian Church.

WITNESS: No. I was not aware until I would get the bank statement.

MR. SOLIS: Okay. But you recall a couple times that you were aware a donation was made, a few times?

WITNESS: Right. I mean, there may have been a couple times because I know that he would, you know, may buy -- well, they had a banquet, awards dinner. He may buy two or three tables and have guests, but -- and then at that time I knew that the checks were written for that.

MR. SOLIS: Did he ever say this -- this money is for, you know, paying bills the church had or --

WITNESS: No.

MR. SOLIS: Did he ever give you a reason why he decided to make a donation?

WITNESS: No.

MR. SOLIS: Did he ever talk to you about any family members of his that work for the church?

WITNESS: He didn't have a talk with them. I know that he
had family members that worked there.

MR. SOLIS: Okay. What family members do you know worked there?

WITNESS: Well, I think it's on and off everybody. I mean, his children worked there at one time. I think his sister, his brother.

MR. SOLIS: Okay.

WITNESS: That -- you know, but they were like with the organization, helping us out also. They were always there, but I know that they were members of the church. And then next time, you know, there's something at the church and something you go to, you don't see them. And they said, oh, well, the fell out. Well, that's family.

MR. SOLIS: Do you know if his family members were paid by the church?

WITNESS: No. I don't.

MR. SOLIS: Did he ever mention to you that his son worked for the church and was paid by the church?

WITNESS: The only thing that I'm aware of is that he had a son that became -- I mean, is now a preacher, a reverend. I think he is. He gives service.

MR. SOLIS: Okay.

WITNESS: That -- and that's all I know. I was never aware of anyone getting paid there at any time.
I do know at one time when the church first started, he wanted me to kind of help put everything together, and, you know, put his checkbook to set up on QuickBooks or whatever. But I was totally unfamiliar with the structure of the church --

MR. SOLIS: Okay.

WITNESS: -- and I let him know. And I think he -- I told him, "You need to find somebody that's specializes in churches." But that was way back in the beginning.

MR. SOLIS: Okay. Do you know if the campaign committee, the Citizens for Rush committee has made any donations to Beloved Community Family Services?

WITNESS: Well, I just found that out today, I mean, this week because I was called from the church saying they couldn't find the cancelled check, and when I looked it up, I found that I had -- that the check was written in July 21, 2013.

MR. SOLIS: Okay.

WITNESS: That the check had been written to Family Services, and at this point I was, you know, in the process of working on the amendment.

MR. SOLIS: Okay.

WITNESS: I just punched the wrong name. I don't even
think -- I would have to look in the system. I don't even think I had them listed as a business in the -- on the FEC.

MR. SOLIS: So you don't recall signing a check to Beloved Community Family Services from Citizens for Rush?

WITNESS: No.

MR. SOLIS: Okay.

WITNESS: I don't recall.

MR. SOLIS: Okay. But you -- but you found out this week, in the course of this review, that a check was written?

WITNESS: Yes. But not by me.

MR. SOLIS: Okay. Do you know the amount of that check?

WITNESS: I think it was 2,100.

MR. SOLIS: What about Beloved Community Family Wellness Center?

WITNESS: I don't remember.

MR. SOLIS: Okay. Do you know what that is?

WITNESS: I know it has something to do with just sick people.

MR. SOLIS: Okay.

MR. PAYNE: Just so I'm clear on the check to the Family Services of 2,100, you said that you were unable to find the cancelled check?
WITNESS: No. I was contacted by I guess someone that works at the church, okay, to say I can't show where we deposited this check. Evidently they were given a list by someone --

MR. SOLIS: Okay.

WITNESS: -- you know, of things to pull. And I said, "Well, I got to look for it when I get home."

And I looked at the bank statement. I saw that on the bank statement it was written to Beloved Family Services and not Beloved, you know, the church. So in that check, you know, I need to do a line changing the name.

MR. PAYNE: You need to do an amendment to the --

WITNESS: Amendment, yeah.

MR. PAYNE: -- FEC form?

WITNESS: Right.

MR. PAYNE: Okay.

MR. SOLIS: So it appears that Family Services cashed the check?

WITNESS: Yes. Because I'm looking at the bank statement, and it's a cancelled check.

MR. SOLIS: Who signed that check?

WITNESS: That would be Carolyn Rush, and that would be one that I had signed.

MR. SOLIS: Okay.
WITNESS: We were the only two signatures.

MR. PAYNE: And -- I'm sorry -- just so I'm clear, you both would have signed that check?

WITNESS: Yes.

MR. PAYNE: Alright.

MR. SOLIS: Prior to October 2013 when Carolyn became ill --

WITNESS: Mm-hmm.

MR. SOLIS: -- how much work was she doing on the campaign?

WITNESS: Well, I would she was -- she was always in charge, okay. They -- I mean, they were doing things I may not even be aware of. She was a major part of the strategy. I mean, there have been campaigns prior to him becoming Congressman where she has been the campaign manager for candidates that he's endorsed, and we've all been on the staff.

MR. SOLIS: Okay.

WITNESS: She's always been like in charge. I can remember as District Director that if we were planning a Town Hall meeting or whatever, she may be in on a conference call to put in her input on who we might invite and things like that. But she was more in charge of it and had more hands on what was going on than anyone.

MR. SOLIS: Okay. How many hours a week would you estimate
that she was working on the Citizens for Rush
committee prior to October 2013?
WITNESS: I can't -- it's hard for me to determine that
because it could be that was all she did.
MR. SOLIS: Okay.
WITNESS: I mean, the -- I would say the communications
during the off season were between -- are
decisions between here and the Congressman, and
then she would carry them out and see that
everything was done.
MR. SOLIS: Has she done any work for the campaign since she
became ill in October 2013?
WITNESS: No, no. Because she's basically been in the
hospital.
MR. SOLIS: Okay. I think that's pretty much it. I just
want to make one thing just very clear, just so
I have it and I understand it. The space at
3361 King Drive, the last time you were there
was you said about a month ago --
WITNESS: Yeah.
MR. SOLIS: -- to take pictures?
WITNESS: Mm-hmm.
MR. SOLIS: Prior to that you may have been there in 2012 to
work on the election?
WITNESS: Well, when I say 2012, when I go in there is
either to pay people that may be walking and
they're getting paid, or buy food for --

MR. SOLIS: Okay.

WITNESS: And, you know, I've never worked Election Day.
So I'm out and about like I will be next week.

MR. SOLIS: And then --

WITNESS: But we haven't really had a major campaign, but
we're out there -- we could -- I mean, he may
decide, well, we're going to -- well, we have
what we call yard signs here, and those are the
signs that we stick on the streets; and we call
that visibility.

MR. SOLIS: Right.

WITNESS: The visibility team goes out, and the visibility
team, you know, may have posters for all
candidates, you know, that have provided us with
materials.

MR. SOLIS: Were you at that space at all in 2013?

WITNESS: If I was, it would only be because he told me to
meet him there, and sometimes for me to meet him
there; and he'd tell me to pay something.

MR. SOLIS: Okay.

WITNESS: It was -- you know, but for no extended period
that I recall.

MR. SOLIS: I think that's all the questions we have,
So thank you very much for sticking it out with us and the very helpful information.

Thank you.

MR. THOMAS: Do you want any clarification on one thing? You might be interested in the -- I sent you some photographs that showed some signs perhaps moved slightly from the photographs that [redacted] had taken.

MR. SOLIS: I mean, quite frankly, I didn't even notice that --

MR. THOMAS: I was worried --

MR. SOLIS: -- difference in pictures.

MR. THOMAS: -- that you were -- you were concerned that there might have been some movement of stuff, and I did move some signs of other candidates up so that you could see that those signs that were in that sort of corner stashed in there were of all sorts of different candidates. So I am responsible for having moved some of the signs so that you could see --

MR. SOLIS: Okay. Okay.

MR. THOMAS: -- the other candidates. So that --

MR. SOLIS: Okay.

MR. THOMAS: -- so if you're interested in that distinction because your wonderful photographs reflect
things nicely, neater than when I was there.

And the Congressman also, when we were there, he
took me by to show me the space, and he also
took off the covering of a sign that was up on
the end, you know, where that -- all that --

WITNESS: Oh, right. That was --

MR. THOMAS: And it had an old -- I can't remember -- it said
something about Alderman.

WITNESS: Yeah. For Alderman and Second Ward
Committeeman.

MR. THOMAS: Because he wanted you to see --

WITNESS: It was like made on the wall.

MR. THOMAS: -- that.

WITNESS: Yeah.

MR. SOLIS: Yeah. Why was it covered up in the first place?

WITNESS: It was because he was no longer.

MR. THOMAS: Yeah.

WITNESS: He no longer held those positions. He did
become a Central State Committeeman. The
Central State Committeeman is a state position,
and it is for the same district as the
Congressional District. Ward Committeeman is
approximately we would have 50 to 53 wards --

MR. SOLIS: Okay.

WITNESS: -- I mean, precincts within ward, maybe about
50,000.

MR. SOLIS: Okay.

WITNESS: And that's what he served as Alderman and then Ward Committee. The Ward Committeeman in the capacity of Ward Committeeman, he would be responsible for -- we would -- be responsible for making sure that all polling places were open and closed --

MR. SOLIS: Okay.

WITNESS: -- manned, not only with volunteers. Mrs. Rush also worked on and had them man all of the Election Day judges.

MR. SOLIS: Okay. Okay. I would just say, you know, in the -- in the chance we want to come check that out, you know, try not to move too much or anything at all from here on out.

MR. THOMAS: Apologies, apologies.

MR. SOLIS: No, no, no. That's alright. That's alright. I didn't even catch that.

WITNESS: Well, I don't think -- I mean, I really don't think anything has been moved because I had asked the Congressman, before I knew anything was going on, if I could go up there and get the printer because my printer broke, you know, in running reports and so forth, and he said, "Go
get it." But I wasn't going in there by myself, and then next thing I know he says, "Don't touch nothing." So as far -- you know, we haven't touched anything.

MR. SOLIS: You mentioned you talked to him last night?

WITNESS: Yeah. I talked to him last night because I went to our PO box.

MR. SOLIS: Did he mention the fact that we would be speaking with you today? Did you guys talk about that?

WITNESS: Not really. I just asked him did I have to wear a suit since it's dress down Friday.

MR. SOLIS: Did he talk to you --

WITNESS: So now everybody at work thinks I'm going on a job interview.

MR. SOLIS: We don't mean to get you in any trouble.

WITNESS: Oh, no. I'm not in trouble.

MR. SOLIS: Did he talk to you at all about what he thought we might ask?

WITNESS: Huh-uh. No.

MR. SOLIS: Okay. Did he talk about the rental space at all?

WITNESS: Huh-uh. I mean, we've not -- no, not (inaudible) at all. Huh-uh.

MR. SOLIS: Have you talked to him since we began our review
about the rental space?

WITNESS: I don't know whether you guys -- whether it was
your review or once the newspaper came out
because I brought -- you know, there are a lot
of things I helped him remember.

MR. SOLIS: Okay.

WITNESS: Okay. Like, you know, when we had a campaign we
didn't even operate out of there. Like when he
first ran for Congressman, our campaign office
was not that location. That was the Ward
Committeeman's location. In fact, the rent is
still that on the report, but they tore the
building down.

MR. SOLIS: Okay. Alright. Well, I was just going to ask
if it still exists, but I guess not.

WITNESS: No. That -- that building doesn't, but, I mean,
we're talking '91, '90 - '91.

MR. SOLIS: Okay.

MR. PAYNE: I do have one question. Is there an office at
35th and --

MR. SOLIS: Rhodes?

MR. PAYNE: -- Rhodes? Is there a campaign office at 35th
and Rhodes, like a block over from MLK?

WITNESS: 35th and Rhodes, that is -- that was the
campaign office or no -- it was an office for
our State Representative Lou Jones at one time.

I think right now is (inaudible) office for the

-- there are two offices right there. They've

always been held by elected officials' campaign

but mainly as their official offices.

MR. PAYNE: Okay. So those offices are not affiliated with

Congressman Rush?

WITNESS: No. They're not affiliated with him. The only

affiliation that I can recall would be that we

supported the candidate at one time. I don't

even know if we support the ones that -- yeah.

We support them because their posters in the

window, the State Rep. Well, the State

Representative is on one side, I think, and the

Alderman is on the other side. But I think that

-- that's the relationship they have with the

owner.

MR. PAYNE: Okay. Well, thank you,

WITNESS: Okay.

MR. SOLIS: Thank you very much.

WITNESS: Okay.

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INTERVIEW OF [REDACTED]

Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Scott Thomas

Transcribed By:
Julie Thompson
MR. SOLIS: Okay. This is Investigative Counsel, Paul Solis, with the Office of Congressional Ethics. I'm joined by Deputy Chief Counsel, Kedric Payne, Scott Thomas, and [BLANK].

[BLANK] could you state your name for the --

[BLANK] (the "Witness")

[BLANK].

MR. SOLIS: Okay. And we'll just begin, [BLANK], with some background info on your work with Citizens for Rush. So first off though, where are you currently employed?

WITNESS: You mean where? Chicago, in the Chicago office.

MR. SOLIS: Okay. Do you have any other employment besides Citizens for Rush?

WITNESS: Oh, no. I'm actually on staff --

MR. SOLIS: Okay.

WITNESS: -- part-time. I'm part-time.

MR. SOLIS: Okay. Are you employed anywhere else besides them?

WITNESS: No. I'm basically retired.

MR. SOLIS: Okay.

WITNESS: I'm a retired law enforcement officer.

MR. SOLIS: And you said you're part-time staff Citizens for Rush?

WITNESS: Right, right.
MR. SOLIS: How long have you been in that role with Citizens for Rush?

WITNESS: About 8 -- 8 years this time, a total of 9, but I've been a part of the organization over 20 years.

MR. SOLIS: Okay.

WITNESS: But in that role about eight years.

MR. SOLIS: How long have you known Congressman Rush?

WITNESS: About 23 years.

MR. SOLIS: Do you have an official title with your part-time position with Citizens for Rush?

WITNESS: I'm the Law Enforcement Coordinator for the First Congressional District.

MR. SOLIS: Do you do any work with Friends of Bobby Rush?

WITNESS: No.

MR. SOLIS: Okay.

WITNESS: What do you mean Friends of Bobby Rush?

MR. SOLIS: It's a -- it's a separate committee that Representative Rush is affiliated with and that also does some campaign work, as far as we can tell. So I was just wondering if you're aware of that name?


MR. SOLIS: Okay.
WITNESS: Is that what you're referring to?

MR. SOLIS: I'm actually referring to another committee called Friends of Bobby Rush?

WITNESS: Oh, yeah. I'm familiar with that.

MR. SOLIS: Okay. Do you do any work for Friends of Bobby Rush?

WITNESS: No.

MR. SOLIS: Are you paid by Friends of -- excuse me -- Citizens for Rush?

WITNESS: No. This is all volunteer.

MR. SOLIS: All volunteer?

WITNESS: Yes.

MR. SOLIS: Have you ever been paid?

WITNESS: Many, many, many years ago, many. Maybe over 15, 16 years ago, you know, and that was only for Election Day.

MR. SOLIS: Okay.

WITNESS: Election Day work.

MR. SOLIS: And what is your current sort of job responsibilities and duties?

WITNESS: I'm -- as I said, I'm the Law Enforcement Coordinator for the First Congressional District. I deal with law enforcement matters.

I also -- I'm one of his part-time drivers. I also reach out with community outreach, you
know. I work with different elected officials
and their chiefs of police, you know. I kind of
coordinate, you know, whatever needs to be
coordinated between our office and various
cities and counties in our district, anything
that pertains to law enforcement.

MR. SOLIS: Do you do any work for Congressman Rush's
official office, his House of Representative's
office?

WITNESS: Do I do any work there? I told you. I am a
part-time employee. I say, I drive with him. I
drive him sometimes, and -- and other times I
accompany him.

MR. SOLIS: Okay. Thanks for that. I'm just trying to make
a distinction between working for his official
office and then working for his campaign
committee.

WITNESS: Okay. Let me -- let me -- let me be clear.
When I work for his campaign committee, that's
only related to -- once every two years, and
that's with petitions. That is the extent of --

MR. SOLIS: Okay.

WITNESS: -- of what I do.

MR. SOLIS: Okay.

WITNESS: Okay. That's it. That's the extent, and -- and
there is no pay with that. That is volunteer.

MR. SOLIS: Okay. Then let me just focus on that and just some questions about that.

WITNESS: Mm-hmm.

MR. SOLIS: Do you have a title in your role of the volunteering for the campaign committee?

WITNESS: I'm one of the coordinators who circulate -- who takes petitions to elected officials to have them to get signatures for the Congressman, and in turn, they'll call me or call another coordinator and have -- have one of us to come back and pick them up.

MR. SOLIS: Okay.

WITNESS: Okay. And that's -- that's the extent of it. That's the extent of my work with -- with him --

MR. SOLIS: Okay.

WITNESS: -- with that.

MR. SOLIS: And, again, with Citizens for Rush when you're doing that circulating of petitions, who do you report to on the campaign committee staff?

WITNESS: I don't really report -- well, I can say I report to -- when I'm through, I report to Sheila, Sheila Jackson with the petition because she -- you know, for the ones -- we use --

sometimes we use some volunteers who are -- who
are paid very minimum amounts of money to go
out, and I sometimes have to go by her house and
pick up funds to pay these -- pay these
circulators.

MR. SOLIS: Okay.

WITNESS: And a few people we use that -- the majority of
our people comes from elected officials coming
from (inaudible), coming from the city mayor,
you know, throughout the -- throughout the first
congressional district.

MR. SOLIS: Okay. Who is the management of the Citizens for
Rush campaign committee? Who kind of runs the
show?

WITNESS: I'm -- I'm not -- you know, I'm fully not --

fully not sure --

MR. SOLIS: Okay.

WITNESS: -- you know, who -- who runs the show.

MR. SOLIS: Okay. Could it be Sheila? Does Sheila have a
management role?

WITNESS: She is the -- she is the treasurer, okay. So I
don't -- I don't know who fully runs that role.

MR. SOLIS: Okay. And you mentioned -- so, again, the
campaign committee -- when you work there, you
said once every two years or so when it's
election time.
WITNESS: Right.

MR. THOMAS: Since.

WITNESS: Right. Since -- since -- that was the incident, 209, 208, 209 (sic), every two years.

MR. SOLIS: Okay. Okay. And when you do that, how much are you working?

WITNESS: How much I'm working where?

MR. SOLIS: When you're working for the campaign committee once every two years, Citizens for Rush, are you working seven days a week? You working three days a week?

WITNESS: No, no. Let me -- let me be clear again because perhaps you're not understanding what I'm saying. I pick up the petitions. Okay. I then take these petitions out to Mayors Robins, Orland Park, Orland Hills, Marcum. They, in turn, they do the work, and then when they're through with the work, they'll call me; or they'll call someone else, come by and pick up these petitions.

MR. SOLIS: Okay.

WITNESS: Okay. So -- so it may be -- you know, this is -- this is not a long process. It may take -- it may take a week, a week and a half off and on in order to catch these people, but it's -- you
know, it's not -- I mean, you may work four --
four or five hours a day.
MR. SOLIS: Okay. Okay. So, you know, it's safe to say
every -- once every two years, when it's
election season, you're basically working maybe
a week, and it's a few hours just to pick up the
petitions?
WITNESS: Take them out and go back and pick them up.
MR. SOLIS: Okay. And when you do that and you pick up the
petitions, where are you taking them back to?
WITNESS: Take them back to my house.
MR. SOLIS: Take them to your house. Does the campaign
committee have an office? Do they have a space
that they use?
WITNESS: No, no. They haven't -- let me be clear on
something. Since 20 -- 208 (sic), they have no
had really, you know, any competition. The
Congressman has not had any competition. For
the last three elections he's had no opponents.
So there has been no reason for him to have a
campaign office. We do a lot of our work out of
the Alderman office. Like in 2011, we did -- we
did work out of there. We did work out of the
office there, out of their office rather. Okay.
So he has not -- you know, he's not
had no reason for a campaign office since Barack Obama, 2000. He has -- he has no reason for a campaign office. I'm saying this is just really something very basic, you know. Every two years we get petitions, and this is the only work we have. And this is in order to get him on the -- you know, get him on -- you know, on the ballot.

MR. SOLIS: Okay.

WITNESS: And that's it. Everything else is pretty much a piece of cake.

MR. SOLIS: Okay. I see you're looking at some notes there. Did you write those notes?

WITNESS: Yes, I did.

MR. SOLIS: Okay. When did you write those notes?

WITNESS: About three days ago.

MR. SOLIS: Okay.

WITNESS: It's not notes. It's just years, and I'm recalling what I did in those -- in those years, who I worked with.

MR. SOLIS: Right.

WITNESS: You know, Alderman Cochran, Alderman Lyle, okay, (inaudible), Alderman Harris. You know, I went there on Saturdays to help notorize and pick up our petitions.

MR. SOLIS: Okay. Was anybody with you when you jotted that
stuff down?

WITNESS: Oh, no. No.

MR. SOLIS: Okay.

WITNESS: I did this at home.

MR. SOLIS: Okay.

WITNESS: I did this at home.

MR. SOLIS: So Sheila, to the extent that you know what she
does with the campaign committee, is she
operating out of an office? Where does she do
her campaign work from?

WITNESS: As I said, she does -- we don't have a campaign
office. So she has to be doing it from her
house. Okay. Whatever -- you know, whatever
she's doing, she's doing from her house. We
don't have a campaign office.

And if -- and if you're referring to
the one at 35th -- 35th and King Drive, that
place has been unoccupied for at least -- at
least six -- five or six years, okay. The
lights -- the lights are out all the time. The
burglar alarm is not working, okay. When --
when that office is used, it's other candidates
that come -- they'll come -- they'll ask to come
there and put their -- put their posters in the
windows because of him. He, as a State Central
Committeeman, that's part of his responsibility, okay. Other than that, that office is just a storage -- a storage area for, you know, a lot of his old Aldermanic records there.

MR. SOLIS: Have you ever been to that space?

WITNESS: Oh, yes. I've been there.

MR. SOLIS: When is the last time you were at that space?

WITNESS: Rent? I'm sorry. You said rent?

MR. SOLIS: When is the last time you were physically present at that -- at that --

WITNESS: Maybe about four months ago just to use the washroom --

MR. SOLIS: Okay.

WITNESS: -- and come back out. There are no lights, no gas, okay. So periodically I will drive by and make sure nobody has broken -- broken into the place because the area is a desolate area there, you know. There -- there are no stores or -- you know, no stores there anymore. So it's, you know, a really desolate area.

MR. SOLIS: So other -- and other candidates and committees are using that space?

WITNESS: No. They only have their posters. They'll come back, and they'll ask to put their posters in the window. That's it. And Bobby's job as a
State Central Committeeman, he's obligated to do
that. That's it.

MR. SOLIS: Do you know who owns that space, that one on
King Drive?

WITNESS: It's -- it's a real estate company, you know,
and their office is -- is right there, you know,
about three -- three stores down.

MR. SOLIS: Okay.

WITNESS: Actually, there are no more stores there, and
their office is also basically moved out; and
it's just an abandoned area. So that does give
a little light, you know, by some posters being
in the window. That does give a light to the
area there, you know.

MR. SOLIS: Do you know the name of that real estate
company?

WITNESS: Could it be -- I'm not positive, but it could be
Draper and Kramer.

MR. SOLIS: Do you know if there's a lease for that
property?

WITNESS: No. I have no idea about that. I have no idea
about that. And I always thought it was a gift,
you know. I don't know. I don't know. I don't
have any knowledge of any lease of the, you
know, or the running of the that.
MR. SOLIS: When you say you always thought it was a gift, what do you mean by that?

WITNESS: When you say a lease, I just thought that they extended it. They extended -- you know, extended it -- they extended it to him when he was -- when he was Alderman, okay. They extended it to him, but he -- at that time, I know that the City of Chicago gave -- paid for the office at that time.

MR. SOLIS: Okay.

WITNESS: And after that I don't know.

MR. PAYNE: You mentioned that you were there four months ago. So you have access to the property?

WITNESS: Yeah. If -- if need be, yes.

MR. PAYNE: So you have a key to the property?

WITNESS: Yeah. I have a key --

MR. PAYNE: Okay.

WITNESS: -- along with several others. Right.

MR. PAYNE: Who else has a key to the --

WITNESS: I'm not certain. I think -- I think that Sheila might have a key also.

MR. PAYNE: Okay.

WITNESS: And the Congressman.

MR. PAYNE: Does that space have typical office equipment, copiers, desks, chairs, things like that?
WITNESS: They have -- they have desks there, but none of
the equipment is working, you know. All the
equipment has been -- really a lot of it is
antiquated, and it's just not -- just not
working to my knowledge.

MR. PAYNE: Well, one thing I just want to go back to. You
mentioned that it was your understanding that
they may have extended the lease a few years ago
to the congressman.

WITNESS: No. I didn't -- I didn't say -- I didn't say
they extended the lease. I said that they gave
them a lease when he was an Alderman.

MR. PAYNE: Okay.

WITNESS: Okay. And the City of Chicago pays for all
Aldermanic offices. They pay. Now after that,
I don't know what happened after that, and it
really wasn't my concern about --

MR. PAYNE: Okay.

WITNESS: -- about what happened.

MR. PAYNE: Alright. And I'm just trying to make sure I
know what you mean when you say "they." So when
you say "they" --

WITNESS: I said the City of Chicago.

MR. PAYNE: Okay. They is the City of Chicago?

WITNESS: Right, City of Chicago. Every Alderman, every
office, they get -- they get certain amounts of
money for rental of that -- that office space.
That's a given. It's part of the budget.
That's a given. Now anything other than that, I
don't know.
MR. PAYNE: Okay.
WITNESS: I mean, like I say, I really have no concern
because it's really none of my -- really none of
my business.
MR. SOLIS: Who would you say spends the most time there at
that space?
WITNESS: What you mean, now?
MR. SOLIS: You know, now or in the past few years.
WITNESS: Nobody. I'm telling you. It's -- it's been
almost totally unoccupied, totally, and I don't
know any -- you know, anyone. I said that I
think several times I went by, and I said that
several times I went by and I saw a posters of
current candidates in the window.
But, no, nobody's -- nobody's -- you
know, it's abandoned; that's since abandoned.
Nobody has been there. Nobody goes there. It's
abandoned other than to look and make sure that
-- you know, look through the windows to make
sure nobody has, you know, broken into the
place. Nobody uses it.

There's no purpose to use it. There's
no purpose, you know. He doesn't have a
campaign. So he doesn't -- he doesn't need that
-- he doesn't need an office. Okay. That's
just something that's just there, and it has
been there.

MR. SOLIS: You know, we've -- we haven't had a chance to
talk to Congressman Rush personally face-to-
face, but he's, you know, submitted some letters
to us, documents with Mr. Thomas' assistance.

WITNESS: Mm-hmm.

MR. SOLIS: And, you know, he said that, that space is used
minimally but on a -- on a thing like get out
the vote on Election Day, things like that.

WITNESS: Yeah.

MR. SOLIS: Do you recall ever Election Day where --


MR. SOLIS: Okay.

WITNESS: Yeah. Many years ago, many years ago. And in
the last -- the last -- my last recollection,
that probably was about right when he was a
State Central -- no. He was the -- he was Ward
Committeeman. He dropped out. So it had to be
probably about 207, 208 (sic), you know, to my
MR. SOLIS: Do you ever recall being that King Drive space on Election Day to get out the vote, anything like that?

WITNESS: Oh, yes, yes. Back in -- from 1990 to -- to about 2000, you know, early 2000. Oh, yeah. I was there. I was a part of his organization.

MR. SOLIS: Okay.

WITNESS: Right.

MR. SOLIS: But 2012, 2010?


MR. SOLIS: Okay.

WITNESS: yeah. Everything -- the only campaign that we had was petitions, and that wasn't really a campaign. That was just a formality of picking up the petitions, taking them out to the elected officials and a few other people that would help us. They would circulate them for us. They would call -- you know, the committeemen's would call, okay, the petitions are ready. Come by and pick them up.

MR. SOLIS: Okay. So, you know, I don't want to put words in your mouth, but if you can tell me if I'm mistaken.

WITNESS: Mm-hmm.
MR. SOLIS: So from 2008 or so, maybe a little bit further back to now, when you go pick up those petitions, you always take them home; you never stop by the King Drive space?

WITNESS: No, no, no, no. I don't -- no. I'm -- no, no. Sometimes I'll take them -- I'll take them -- you know, always the ones that I get I take them home because I'm also a notary.

MR. SOLIS: Okay.

WITNESS: So I notarize them, and I go out to the other, other elected officials; and theirs aren't notarized, you know. Then they'll bring their people in, and they'll notarize them in front of me. And then I'll bring -- I'll bring those back, and then I'll stash those in my house. And I still have all copies -- all copies of these petitions are stored in my house, okay.

MR. SOLIS: Do you know of the Beloved Community Christian Church?

WITNESS: Oh, yeah, yeah. Yes.

MR. SOLIS: Okay. Are you a member of the church? Do you attend?

WITNESS: I attend. I'm really not a member of -- really not a member, you know.

MR. SOLIS: You know, that Congressman Rush is the pastor
there?

WITNESS: Oh, yeah.

MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: Do you know any of his family members that might work there?

WITNESS: I believe he has -- maybe has a niece that works there to my knowledge, and that's -- that's it.

MR. SOLIS: And who is that?

WITNESS: I think that's Angelique.

MR. SOLIS: Okay. Do you know if she's paid by the church?

WITNESS: I don't know anything about the functioning of that church, you know. You know, and I have a business myself, okay, and I'm -- you know, I'm, you know, enthralled in my business, my security business with my son. So I'm not -- that's out of my pay grade, and I don't know anything about --

MR. SOLIS: Okay.

WITNESS: -- how they function.

MR. SOLIS: Okay. Do you know if Citizens for Rush, the campaign committee, do you know if they've ever made donations to the church?

WITNESS: No more than what I read in the papers.

MR. SOLIS: Okay.
WITNESS: Okay. That's it.

MR. SOLIS: So outside the papers --

WITNESS: No.

MR. SOLIS: -- discussions with Congressman Rush, nothing like that?

WITNESS: Trust me. I have -- you know, I have my own thing to try to -- you know, to try to keep afloat, you know, my own little security business to try to keep afloat, and I can't do that, you know, and -- and be concerned about somebody else's.

MR. SOLIS: I want to go back a little bit on the workings of the campaign committee and your knowledge of who works there. Mrs. Rush, she work for the Citizens for Rush campaign committee; do you know?

WITNESS: Yes, yeah. She -- she did some work. She did some work in previous years. She did some work.

MR. SOLIS: What work did she do?

WITNESS: I don't know. I don't know what work she did, you know. You'd have to ask Ms. Rush. No. I don't know what work she did. I do know that she -- that she did work for the campaign.

MR. SOLIS: How did you come to know that?

WITNESS: Because I saw her. I saw her.
MR. SOLIS: Okay. Okay. So if you -- if you've seen her work --
WITNESS: At the office.
MR. SOLIS: -- so what kind of work is she doing when you've seen her?
WITNESS: Going -- going over papers, (inaudible) papers and, you know, things of that -- things of that nature.
MR. SOLIS: And where did you see her do this?
WITNESS: At the 35th Street office many, many, many years ago as I told you.
MR. THOMAS: You're not going to explain what the 35th Street office is?
WITNESS: Oh, that's the -- that's the -- that's the campaign office.
MR. SOLIS: So 35th and Martin Luther King Drive?
WITNESS: Mm-hmm.
MR. SOLIS: Okay.
WITNESS: You're right.
MR. THOMAS: Just to be clear, you referred to it as the campaign office.
WITNESS: Okay. Okay.
MR. PAYNE: And that's what -- that's what it's referred to, as the campaign office?
WITNESS: That was what?
MR. PAYNE: It is referred to as the campaign office?

WITNESS: Yes. Mm-hmm. It's referred to as the second
ward campaign office --

MR. PAYNE: Okay.

WITNESS: As to -- as to reference to the second ward
campaign office.

MR. SOLIS: Do you know when the last time Mrs. Rush worked
on the campaign? You mentioned it was many,
many, many years ago. So do you know the last
time she would have worked?

WITNESS: No. I said that I saw her --

MR. SOLIS: Okay.

WITNESS: -- meaning -- I didn't say, you know -- I said I
saw her working on it.

MR. SOLIS: Okay.

WITNESS: I have no idea, you know. I'm, you know, doing
my own -- doing my own thing. So, you know, I
can't speak for Mrs. Rush.

MR. SOLIS: Okay.

WITNESS: But I know that she has worked on it because she
and I worked on -- we worked very closely
together when the president challenged the
Congressman. We worked very closely together
with that -- with that, and that was probably
the last time that I -- that I have worked with
her, you know.

MR. SOLIS: So that was like -- that was 2000?

WITNESS: 2000, yes.

MR. SOLIS: Okay. And, again, your -- your -- the extent of your knowledge of Mrs. Rush working now at the campaign, did she work in 2011, 2013?

WITNESS: I'm -- I'm not certain, but her -- you know, I'm not certain about the intricacies of the campaign, you know. I'm not certain.

MR. PAYNE: Have you seen her, similar to the way that you saw her years ago, doing -- actually in the campaign office?

WITNESS: Well, actually, I don't -- I don't -- I haven't, you know, really been by the campaign. The campaign office has not been -- not been open. So, consequently, I don't -- I don't know think -- you know, no light and no gas. I don't think that nobody would be working in there, you know.

So, no, I haven't. No, I haven't.

But I imagine that -- well, I can't imagine, but I would imagine that she works -- a lot of us work out of our -- out of our houses, you know, since we don't have an office, you know.

MR. SOLIS: Do you have any other questions for [name]?
MR. PAYNE: Yes. I just wanted to make sure I'm clear --
WITNESS: Mm-hmm.
MR. PAYNE: -- with what you described earlier about your role as the Law Enforcement Coordinator.
WITNESS: Yeah. Law Enforcement Coordinator. That's a -- that's something that comes from Capitol -- Capitol Police. Each district has a Law Enforcement Coordinator that helps out the Congressman when he's going out to events, especially after Gabby -- Representative Gabby got shot, you know.
MR. PAYNE: Okay.
WITNESS: They took a lot of precautions after that, and they initiated the Law Enforcement Coordinator. So if there's any issues in the -- from constituents or whatever concerning law enforcement, then I try to, you know, get that -- get that resolved in addition with my working with the Congressman.
MR. PAYNE: Okay. So when you work in -- I'm sorry.
WITNESS: Go ahead.
MR. PAYNE: I didn't mean to cut you off.
WITNESS: No. I'm just --
MR. PAYNE: When you work in that capacity, you're working
for the Office, the Congressional Office?

WITNESS: Yes.

MR. PAYNE: Okay. And you volunteer for the Office, or you're --

WITNESS: Oh, no. I'm paid.

MR. PAYNE: Paid part-time?

WITNESS: Very minimum paid, minimum, minimum paid, below minimum wage.

MR. PAYNE: Okay.

WITNESS: Okay. Below minimum wage.

MR. THOMAS: You're not happy about that?

WITNESS: Just roll with the punches, you know. This is a friend. I mean, this is someone that -- you know, that I know, and I admire him from the days of the Black Panthers. And I've been with him. That's why I joined him back in 1990, you know, and he's always -- you know, and I respect, you know, what he -- what he has done.

So, no, no. A lot of stuff -- you know, a lot of stuff we'll just -- you know, I'll do for him just because he's a friend, even though I get a paltry check.

MR. PAYNE: Okay.

MR. SOLIS: I think that's all we have for you,
WITNESS: Okay.

MR. SOLIS: So thank you very much.

WITNESS: We were just starting to have fun.

MR. SOLIS: Well, if you want to sit around and answer questions the rest of the day.

WITNESS: No, no, no. Not with you guys from D.C. Oh, no, no.

MR. SOLIS: Well, thank you very much for your time.

WITNESS: Alright.

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EXHIBIT 7

TRANSCRIPT OF INTERVIEW OF REPRESENTATIVE RUSH’S BROTHER
INTERVIEW OF [REDACTED]

Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
[REDACTED]
Alan Zenoff

Transcribed By:
Julie Thompson
MR. SOLIS: Alright. We are here with [Name]. Could you please state your name?

WITNESS: (the "Witness"): [Name].

MR. SOLIS: And we're just going to be asking you some -- some questions about your role with the church and some background info.

WITNESS: Okay.

MR. SOLIS: What is your position or title with the Beloved Community Christian Church?

WITNESS: I have no title. I'm just a member of the church.

MR. SOLIS: Okay. And what is your relationship with Congressman Rush?

WITNESS: He's my older brother.

MR. SOLIS: Where are you employed?

WITNESS: Presently I'm unemployed.

MR. SOLIS: Have you ever had any title or position with the church?

WITNESS: Other than I was once the Choir Delegate. No. I take it -- the Choir President.

MR. SOLIS: Okay.

WITNESS: Yes.

MR. SOLIS: I think we earlier spoke with the current Choir President. Is that --

WITNESS: Right. Well, we change every year.
MR. SOLIS: Is that Patricia right now?

WITNESS: Yes.

MR. SOLIS: Okay. What about in the church's formation; were you ever listed on any legal documents as having any type of legal role at the church?

WITNESS: I think I was. When we first created the church, we all -- you know, I think I had -- my name was on something.

MR. SOLIS: Okay. I actually some documents here that were provided to me by Mr. Zenoff, and this potentially could help you refresh your memory on it, just so we get an understanding of how you were listed.

WITNESS: Okay.

MR. SOLIS: This is -- this is a document. This goes back to 2002.

WITNESS: Okay.

MR. SOLIS: And that is the Articles of Incorporation --

WITNESS: Mm-hmm.

MR. SOLIS: -- for the church.

WITNESS: Mm-hmm.

MR. SOLIS: Actually, here's the additional page, and you'll see your name there listed as an incorporator.

WITNESS: Okay.

MR. SOLIS: Do you recall signing that document or listing
1 yourself an incorporator?
2 WITNESS: Yes, I do.
3 MR. SOLIS: Okay.
4 WITNESS: Correct. (Inaudible)
5 MR. SOLIS: Are you currently listed as an incorporator of
6 the church? Are you an agent of the church in
7 any way on any legal forms?
8 WITNESS: No.
9 MR. SOLIS: Okay.
10 WITNESS: No. Not at all.
11 MR. SOLIS: Okay.
12 WITNESS: Just a member.
13 MR. SOLIS: Okay. Did somebody else take your role as a
14 registered agent for the church?
15 WITNESS: Probably so. Yes.
16 MR. SOLIS: Okay. Do you know when that -- when that
17 happened?
18 WITNESS: No. I don't know.
19 MR. SOLIS: Okay.
20 WITNESS: You know, I stopped coming to the church for a
21 while, and roles had to change because I wasn't
22 an active member of the church for a couple
23 years. So --
24 MR. SOLIS: Okay.
25 WITNESS: Now I'm back.
MR. SOLIS: Okay. And right now you're just simply a member, no official titles?

WITNESS: No official titles.

MR. SOLIS: Are you compensated by the church in any way? Are you paid by the church in any way?

WITNESS: No. Not at all. Not at all.

MR. SOLIS: Have you ever been paid by the church?

WITNESS: No.

MR. SOLIS: Okay. Do you know who Angelique Chatman is?

WITNESS: Yes.

MR. SOLIS: Are you related to her in any way?

WITNESS: She is one of my brother's -- one of my nieces.

MR. SOLIS: Okay.

WITNESS: Yeah. She's my niece.

MR. SOLIS: Do you know about her role with the church?

WITNESS: She's like the church secretary or something.

MR. SOLIS: Do you know if she's paid by the church?

WITNESS: I don't know. I don't know her financial arrangements with the church.

MR. SOLIS: Jeffrey Rush.

WITNESS: Yes.

MR. SOLIS: Who is he?

WITNESS: He is my nephew.

MR. SOLIS: Okay. Do you know about his role with the church?
WITNESS: He is kind of like the maintenance man for the church, make sure everything is ready for Sunday services and keeps the church kind of -- just keeps everything going, you know, just to make sure everything is clean and proper, looks presentable. The church looks presentable.

MR. SOLIS: Do you know if he's paid by the church?

WITNESS: I don't know. I'm assuming that he is. I would think so.

MR. SOLIS: Your older brother, Congressman Rush --

WITNESS: Yes.

MR. SOLIS: -- what's his role with the church?

WITNESS: He's the pastor of the church.

MR. SOLIS: Okay. Do you know if he has any other titles or duties with the church besides pastor?

WITNESS: No. I think that's pretty much it, pastor of the church.

MR. SOLIS: Okay. Do you know if he's paid by the church?

WITNESS: I know he's not paid by the church.

MR. SOLIS: And how do you know that?

WITNESS: Well, because he indicates that, and there's been no discussion of him being paid by the church.

MR. SOLIS: There has been a discussion?

WITNESS: There has been no discussion of him being paid
by the church?

MR. SOLIS: Okay. And what does he tell you, or talk about,  
or indicate to you that he's not paid by the  
church?

WITNESS: Well, there's no -- I mean, that's -- you know,  
Sunday morning services, you know, he may  
indicate that he's not paid by the church. And  
any -- any indication, you know, in a  
conversation he may tell you he's not getting  
paid, you know. That's not why he -- why we  
have the church is for him to get paid. He  
knows that. The church doesn't have any money  
to pay any --

MR. SOLIS: Right.

WITNESS: -- pay him.

MR. SOLIS: Does he ever talk with you about bills the  
church might have to pay or debts that the  
church has?

WITNESS: Well, yeah. I mean, you know, he may say in a  
morning service that, you know, light bill is  
due, you know. When he collect the offerings  
for the church, he may indicate that the light  
bill is due or the heating bill is due. We'll  
collect offerings for the church to see if we  
can pay some of those bills.
MR. SOLIS: Okay. Does he ever mention to you specifically as opposed to the congregation? Does he ever say to you individually I have -- you know, these -- these debts are owed by the church; these utility bills got to get paid, something like that?

WITNESS: I'm sure we've probably, in the course of conversation, probably discussed bills in the church, you know, bills that the church -- due for the church, heating bills, things like that.

Yeah. I'm sure we've -- over the years, we've probably discussed that before.

MR. SOLIS: Do you recall if he's ever discussed how he would go about paying those bills?

WITNESS: No. Other than paying them through the offerings that we get on Sunday. That's about the only thing I --

MR. SOLIS: Do you know how the church has revenue coming in besides the offerings on Sunday service?

WITNESS: No.

MR. SOLIS: Okay. Do you know what the Beloved Community Family Services Organization is?

WITNESS: I've heard of it, but I don't know what it is other than it's -- it does community things in the Englewood area, you know. It helps kids in
the Englewood area, which is something my
brother, you know, has always tried to do --

MR. SOLIS: Okay.

WITNESS: -- is to help the community.

MR. SOLIS: Do you know who might work for the Family
Services Organization?

WITNESS: No. I don't know who -- who is -- who is over
that.

MR. SOLIS: Okay. Carolyn Rush, Representative Rush's wife
--

WITNESS: Okay.

MR. SOLIS: -- do you know if she has any role at the Family
Services Organization?

WITNESS: I really don't know. I couldn't say. I just
don't know.

MR. SOLIS: Okay.

WITNESS: I have no -- no relationship with that -- that
organization. So --

MR. SOLIS: Okay. Beloved Community Family Wellness Center,
do you know what that is?

WITNESS: I've heard of it. It helps provide medical care
for the community I guess, for Englewood.

MR. SOLIS: Do you --

WITNESS: (Inaudible)

MR. SOLIS: Do you know who works there?
WITNESS: Not a clue.

MR. SOLIS: Okay. Kacy Rush?

WITNESS: My niece?

MR. SOLIS: Yes. Do you know about any role she has with the Family Wellness Center?

WITNESS: No. I really don't.

MR. SOLIS: Okay. Do you know if any other family member or Representative Rush works for either one of those two organizations?

WITNESS: No, I don't.

MR. SOLIS: Okay.

WITNESS: I know very little about those organizations.

MR. SOLIS: Okay.

WITNESS: I know that they do good things for the community, and that's about it. As far as the running of them, I have no idea other than that.

MR. SOLIS: Does your brother -- oh, I'm sorry. I didn't mean to cut you off there.

WITNESS: Oh, no. Go ahead.

MR. SOLIS: Does your brother ever talk about his role with either one of those two organizations?

WITNESS: No.

MR. SOLIS: Okay. Do you know of his role?

WITNESS: No. I really don't.

MR. SOLIS: Okay. Citizens for Rush, you know what this is?
WITNESS: Yeah. That's a -- that's a campaign -- you
know, an account that he uses for his campaign.

MR. SOLIS: Okay. Have you ever worked for Citizens for
Rush?

WITNESS: As far as worked for them, I worked in his
campaigns before so, yes.

MR. SOLIS: Okay. Did you volunteer or were you paid by the
campaign?

WITNESS: I -- on certain occasions I volunteered. On
certain occasions I was paid --

MR. SOLIS: Okay.

WITNESS: -- depending on what I was doing.

MR. SOLIS: And have you worked on every campaign that he's
-- that he has been a part of?

WITNESS: Well, let me put it this way, either I
volunteered or either worked in every campaign,
I believe, that he's been a part of.

MR. SOLIS: Okay.

WITNESS: Or at least 90 percent of them.

MR. SOLIS: Does the campaign make any donations to the
church?

WITNESS: Not that I'm aware of. No.

MR. SOLIS: Okay. Have you spoken to your brother about the
fact we'd be talking to you today?

WITNESS: No. I haven't spoken to my brother in two
MR. SOLIS: Okay. Are you a member of the core group?

WITNESS: No.

MR. SOLIS: Okay.

WITNESS: I was, but when I left for a couple years, that kind of dissolved.

MR. SOLIS: Okay. Okay. But you obviously then know what the core group is?

WITNESS: Yes. I know what the core group is.

MR. SOLIS: And, you know, what do you -- what do you know about what they do?

WITNESS: Well, the -- the core group oversees and makes decisions pertaining to the church, pertaining to the operations of the church, pertaining to the direction of the church, things of that nature.

MR. SOLIS: Okay. And so as a former member of the core group about how decisions are made, is it a vote? Does everybody make it together?

WITNESS: Yes.

MR. SOLIS: Okay.

WITNESS: Yes. It's definitely a vote.

MR. SOLIS: Okay.

WITNESS: And everyone votes on -- you have an agenda, and everyone votes on some things in the agenda.
MR. SOLIS: Does your brother, Congressman Rush, does he get the final say --

WITNESS: No.

MR. SOLIS: -- on the --

WITNESS: No. It's a -- it's a -- it's a democratic process.

MR. SOLIS: Okay.

WITNESS: You know, majority of the vote leads towards the decision that they're voting on. Whatever the majority is of that vote -- a majority of the vote for that particular decision, that's the way it goes. No. He doesn't have any final say on anything from what --

MR. SOLIS: Okay.

WITNESS: -- I -- what I remember.

MR. SOLIS: Okay. You know, we talked to a few people, some members actually of the current core group --

WITNESS: Mm-hmm.

MR. SOLIS: -- and they mentioned that a few weeks ago Representative Rush and a lawyer from D.C. that he has met with the core group and talked about our review. So I'm wondering if you were present at that meeting?

WITNESS: No. I'm not a member of the core group.

MR. SOLIS: Okay. Did you hear about that meeting? Did
anybody talk to you about the fact that the core group met on that issue?

MR. ZENOFF: I had a conversation with him.

MR. SOLIS: Okay.

MR. ZENOFF: So I would say that it's confidential.

MR. SOLIS: Okay.

MR. PAYNE: Any other conversations you had outside of those with your attorney concerning that meeting --

WITNESS: No.

MR. PAYNE: -- that happened with the core group?

WITNESS: No.

MR. SOLIS: Let me just check my notes. I think --

MR. PAYNE: I did have questions going back --

MR. SOLIS: Sure.

MR. PAYNE: -- with all the work you've done for the campaign --

WITNESS: Sure.

MR. PAYNE: -- volunteering and (inaudible).

WITNESS: Mm-hmm.

MR. PAYNE: Who would you describe as the, for lack of a better word, campaign manager of the campaign over the past few years?

WITNESS: Oh, there's been several different campaign managers, just depending on, you know, the circumstances of his -- of his campaign, who's
running it.

MR. PAYNE: Most recently --

WITNESS: I'm sorry.

MR. PAYNE: Most recently, who's running the campaign?

WITNESS: Oh, I don't know. I don't -- you know, I'm not sure in the most recent. The most recent would be the one now, and I don't know who his campaign manager is at this point. I'm not involved in the campaign this year.

MR. PAYNE: Between --

WITNESS: It's not really -- it's not being contested. So I don't think, you know, there's a lot --

MR. PAYNE: Okay.

WITNESS: -- of activity going on with the campaign.

MR. PAYNE: In 2012 when you were working on the campaign --

WITNESS: Mm-hmm.

MR. PAYNE: -- from where were you assignments coming? Who was giving you tasks concerning the campaign?

WITNESS: Tasks concerning the campaign would probably be -- would probably be him or Luanna, one of those. I don't know what role she played in that campaign, but --

MR. PAYNE: I'm sorry. What was her name?

WITNESS: I'm sorry? Luanna Peters --

MR. PAYNE: Okay.
WITNESS: -- maybe. Yeah.

MR. PAYNE: And did you have any meetings or do any campaign work out of any campaign offices?

WITNESS: Out of the campaign offices?

MR. PAYNE: Yeah.

WITNESS: But that wasn't in the last -- I wasn't -- in 2012, there wasn't -- you know, it's every two years. So in 2012 I don't -- I wasn't active in the campaign. I think I wasn't -- I haven't worked in that campaign since I want to say 2010, 2011, something to that effect.

MR. PAYNE: Okay.

WITNESS: Yeah.

MR. PAYNE: So during that time period --

WITNESS: Well, wait, wait, no, no, no, no. Let me think about it, 2010 or 2011. Yeah. I may have done some work in 2012.

MR. PAYNE: Okay.

WITNESS: Yeah. Some visibility work, field work or something to that effect.

MR. PAYNE: And did that work in 2012 include any work -- were you in a campaign office? Were you making calls, meeting of the campaign staff, any work done in the campaign office?

WITNESS: Yeah.
MR. PAYNE: Okay. And where was that campaign office located?

WITNESS: Well, the campaign office was on 35th.

MR. PAYNE: 35th and MLK?

WITNESS: Yeah.

MR. PAYNE: And did you do similar work in that office in 2011?

WITNESS: No. I don't think so. You know, last few elections there hasn't been a lot of activity going on.

MR. PAYNE: Okay. At any time prior to 2011, were you doing work at 35th and MLK?

WITNESS: Prior to 2011?

MR. PAYNE: Right.

WITNESS: Yes.

MR. SOLIS: And was that work for Citizens for Rush, or was that work for another type of campaign?

WITNESS: I'm assuming it was for Citizens for Rush.

Yeah.

MR. SOLIS: And just so I'm clear on this -- you know, I asked you.

WITNESS: Well, are you asking -- does that question mean was I working toward -- for his campaign or another campaign? Is that what you're asking?

MR. SOLIS: Yeah. I mean, were you working for Citizens for
Rush, or were you working for another -- maybe a state campaign, you know. Representative Rush is affiliated with a state campaign called Friends of Bobby Rush.

WITNESS: Oh, most of my campaigning has been for Bobby, yeah, for Citizens for Rush --

MR. SOLIS: Okay.

WITNESS: -- I'm assuming.

MR. SOLIS: Okay.

WITNESS: And, again, it was a lot volunteer and some --

MR. SOLIS: Okay.

WITNESS: When there was funds, there may have been some paid for (inaudible).

MR. SOLIS: You know, I asked you if you had spoken to Representative Rush about the fact that we'd be talking to you. You said you hadn't spoken to him in a couple weeks.

WITNESS: Couple weeks, yes.

MR. SOLIS: Prior to that when you talked to him, did he mention that we would be --

WITNESS: No.

MR. SOLIS: -- talking to you?

WITNESS: No, no. Not at all.

MR. SOLIS: Okay.

WITNESS: Not at all.
MR. SOLIS: I think that's everything.

WITNESS: Okay.

MR. SOLIS: So thank you very much, --

WITNESS: Okay.

MR. SOLIS: -- for your time.

WITNESS: Alrighty.

END OF INTERVIEW
EXHIBIT 8

TRANSCRIPT OF INTERVIEW OF REPRESENTATIVE RUSH’S SON
INTERVIEW OF

Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel

Alan Zenoff

Transcribed By:
Julie Thompson
MR. SOLIS: We are here with [blank]. Would you prefer [blank] or [blank]?

(The "Witness"): [blank] is fine.

MR. SOLIS: Okay. [blank].

WITNESS: It gets us there quick.

MR. SOLIS: Alright. And so we're going to just ask [blank] some questions about his role with the church. So, [blank], what is your position and title with the church?

WITNESS: Well, I guess it would be maintenance, you know, custodian engineer. That would probably be my title over anything else.

MR. SOLIS: And how long have you been in that?

WITNESS: I think I started -- I think my start date is July 1, 2013.

MR. SOLIS: Are you employed anywhere else?

WITNESS: No.

MR. SOLIS: Okay.

WITNESS: This my sole (inaudible).

MR. SOLIS: What were you doing before you started with the church?

WITNESS: I worked for a management -- real estate management company.

MR. SOLIS: Okay. In Chicago?

WITNESS: Yes.
MR. SOLIS: Okay. What do you do for them?

WITNESS: I was an administrative assistant, you know, supervisor/maintenance supervisor over there.

MR. SOLIS: And how did you come to work for the church?

How did -- how did you make that decision? Did somebody let you know that a position was open?

WITNESS: Well, actually -- well, I'm a member of the church since the conception of the church, and the other guy that did it prior to me worked for the church for a while; but he died. He had died actually at the church, and he was -- he past, and for about a year and a half people pitched in and did what they could to, you know, keep it up. But they didn't have anybody steady in the church to do it.

So I think I inquired about, you know, maybe helping out if they needed help, and that's how it -- because I just saw that we needed somebody there, you know, that -- a go-to person because it was -- as far as the upkeep, it's just volunteer.

MR. SOLIS: Okay.

WITNESS: So I think I inquired about if they needed me to fill in, you know, volunteer or, you know, I was -- the (inaudible) let me go, so, you know
MR. SOLIS: Who did you inquire -- who did you talk to about the position?

WITNESS: Well, to my father. Yeah. Mm-hmm.

MR. SOLIS: And did --

WITNESS: Among other people, everybody because this is not a huge church. So I think everybody (inaudible), but I did, you know. He's the one that sort of (inaudible).

MR. SOLIS: And what did he say when you inquired about the --

WITNESS: Well, he said, "Well, let me" -- I believe it was like, "Let me think about it." You know, because at the same time the church secretary was leaving or giving her notice, or was telling she was going to leave in a month or something like that. So we were really -- and she was sort of doing what the guy did too, you know, as much as she could, you know. She was a 67-year-old woman, but -- so they were going to get hit hard.

So I think he -- I mentioned it to him, he said, "Well, let's see," you know.

MR. SOLIS: Okay.

WITNESS: So that's -- was really what, you know, his
reaction was. It was (inaudible) right away.

MR. SOLIS: Right.

WITNESS: No (inaudible), you know. Let's -- let's see.

MR. SOLIS: And then how -- how much time passed from that point until you -- until you got the job?

WITNESS: It might have been a few months. It might have been a few months, maybe three or four months I think. Yeah. Yeah. It was a few months.

MR. SOLIS: Do you know if he talked to the core group about it?

WITNESS: Yeah. I hope that -- that was what -- yeah, yeah. I know he talked to the core group about it --

MR. SOLIS: Okay.

WITNESS: -- because he said -- I mean, in that interim, in those months, he said, "Well, I can't make the decision myself. It has to go through the core group, and, you know, if we can get an okay from the core group, then that's -- you know, then it will be fine." So that's how -- yeah.

He did talk to the core group.

MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: And he -- and he mentioned that about the core group when you first talked to him about --
WITNESS: Well, when I initially said, "Hey, if you need me, I'm -- I need some money, you know. You got a position, you know. I can do it, you know. Keep in mind, I don't want to do this the rest of my life, but I need something in my pocket."
So --

MR. SOLIS: Right.

WITNESS: -- I -- so initially it didn't get into the core group, but then I think, you know, so what about (inaudible). "Well, I'm going to -- it might work -- it might work out good. Let me bring it before the core group and see what happens."

MR. SOLIS: Okay. Okay.

WITNESS: That's how it went.

MR. SOLIS: Okay. And how were you informed that you got the job?

WITNESS: Dude, it was like, "Hey, Jeff, I got some guys that are working on the" -- they were doing the chapel. So this was probably on a Monday morning, or I don't know when July 1st was.

MR. SOLIS: Okay.

WITNESS: But, "Hey, Jeff, can you be at the church at 9 o'clock?"

MR. SOLIS: Yeah.

WITNESS: That's when I was informed to help these guys
with, you know, whatever they need you to help
with, and then -- and they're going to show you
because they were actually doing maintenance --
or they were doing reconstruction in the church
for almost a year. So they were going to show
me, you know, where the circuit breaker was --
MR. SOLIS: Right.

WITNESS: -- and all this other stuff. So -- you know, so
that was the first day of work was like I got a
call at 8:00, "Jeff, can you be there by 9:00,"
and that was it.

MR. SOLIS: And who gave you that call?

WITNESS: My father. Yeah.

MR. PAYNE: Just so I'm clear, so during that time period
when you asked for a job, saying, look, I'm
available and that three-month time period when
it was going through the core group, where there
issues in the core group that were slowing down
the actual --

WITNESS: No. I just think -- I just think -- no. I
don't think there were issues. I just think,
you know, my father and, you know, (inaudible)
on it just -- you know, I think that's more of
what it was mostly. It was just, oh, yeah.
Okay.
MR. PAYNE: Right.

WITNESS: Oh, yeah. That's right. I was supposed to talk
to the core group about it, you know. I think
that's what it was mostly.

MR. SOLIS: When -- when he told you -- or he asked you if
you could be there at 9:00 in the morning that
day --

WITNESS: Mm-hmm.

MR. SOLIS: -- did he say the core group approved you, or
did he just say can you be there at 9:00 in the
morning?

WITNESS: Well, I think he had told me before they had no
problem with it.

MR. SOLIS: Okay.

WITNESS: You know, and I'm not sure what date that it was
that he said that, but I -- you know, he was
like -- I believe he said that he ran it through
the core group, and nobody in the core group had
a problem with it. So --

MR. SOLIS: Okay. At any point did you guys, with your dad,
did you discuss how much you get paid?

WITNESS: Yeah. Well, roughly I'm bringing home $300 a
week. It's not a lot, but that's what he was
getting. So that's what you'll be getting, you
know. So that's what -- that's what it was. I
was like, wow. Is that really it? But, okay.

So 300 is better than zero.

MR. SOLIS: Yes, it is. Yes, it is.

WITNESS: So that's how it was discussed.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Was there any negotiation with your dad about it?

WITNESS: As far as?

MR. SOLIS: You know, you gave a higher number, and then you guys went back and forth deciding how much --

WITNESS: Oh, to negotiate, no. There was no negotiation about it. It was -- that's what Lamone was making. I wasn't -- I wasn't (inaudible) a whole lot. That's what it was. I was -- you know, I was only given (inaudible) 250, $300 a month.

MR. SOLIS: Okay.

WITNESS: I mean, a week. So that's -- it was not to be -- have to be. Like, okay. This wasn't a negotiation (inaudible) if you want to call the un-negotiation we had.

MR. SOLIS: And so you think about July 1, 2013 --

WITNESS: Yes, sir.

MR. SOLIS: -- is when you started?
WITNESS: I think that -- I'm pretty sure that's what my
start date is. Yeah.

MR. SOLIS: And you're still currently still employed --

WITNESS: Yeah.

MR. SOLIS: -- by the church?

WITNESS: Mm-hmm. Mm-hmm.

MR. SOLIS: Okay. How many days a week are you working at
the church?

WITNESS: It -- probably six if not seven days a week.

MR. SOLIS: Okay. And how many hours would you say a day?

WITNESS: It could be at least four and maybe sometimes
like Saturday I think I work 12, 14 hours. So
there's no set schedule.

MR. SOLIS: Okay.

WITNESS: Yesterday I got a call in -- I was going to take
the day off yesterday, and one of the stained
glass windows blew in. So I got called, you
know.

MR. SOLIS: It was a big mess, right?

WITNESS: Right. So -- you know, so I'm always on-call,
and it's not uncommon for me to, you know, have
-- you know, especially in the wintertime, get
up early to make sure that, you know, grounds
are taken care of.

MR. SOLIS: Okay.
WITNESS: So there's no set schedule, but at least more
than 40 hours a week. I'll put it to you like
that.

MR. SOLIS: Okay. Okay.

WITNESS: So maybe after all that we can talk about --

MR. SOLIS: (Inaudible)

WITNESS: (Inaudible)

MR. SOLIS: You know, so you're paid biweekly?

WITNESS: Biweekly, yes. Every two weeks I'm paid.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: Anything beyond that, beyond just a regular
paycheck? At the end of the year, do you get
any other cash payment, a bonus?

WITNESS: No. Not at all. No, no, no. I -- actually, I
tea sed like, "Did I -- did I not get my
Christmas envelope?" No. Angelique, who you
met before, there's no.

MR. SOLIS: Okay.

WITNESS: So I understood. It's, you know, a struggling
church, and we're trying to -- trying to make a
-- you know, make a difference. So --

MR. SOLIS: And so that rate is -- is 600?
WITNESS: Yeah. That's my gross -- yeah, that's gross, 600, yeah.

MR. SOLIS: Six hundred every two weeks?

WITNESS: Every two weeks. Yeah.

MR. SOLIS: Okay. Has your rate of pay changed from July 1, 2013, to the present?

WITNESS: No, sir.

MR. SOLIS: Okay.

WITNESS: Not at all.

MR. SOLIS: Okay. Are you in the core group?

WITNESS: No.

MR. SOLIS: Okay.

WITNESS: No.

MR. SOLIS: What is your dad's role with the church?

WITNESS: Pastor, teacher, spiritual leader.

MR. SOLIS: Does he hold any other position, titles that you're aware of?

WITNESS: Not that I'm aware of. No, no.

MR. SOLIS: Who pays the bills of the church?

WITNESS: Now, when you say "pays the bill," who writes the checks for the bills, or who -- when you say physically pays the bills? I guess it would be Angelique because she does all of the business office. So she would write the checks for it and dispense them. Yeah.
MR. SOLIS: Is there another way that you're thinking of paying the bills?

WITNESS: No. I was just thinking like who pays -- I didn't know if you meant a source of where the bills come from, which would, you know, the members of the church, tithes, offerings. So that's what I'm thinking. That's the point I'm getting.

MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: Okay. So Angelique would write -- write checks?

WITNESS: Who physically pays the bills, yes. Uh-huh.

MR. SOLIS: Do you know if your dad writes checks and pays bills?

WITNESS: Not to my knowledge. I don't know because I've always had Ned Stanley and -- or (inaudible) calling in for his checks to be signed or for Angelique to sign checks. So that's I believe is who signs checks.

MR. SOLIS: Ned and Angelique sign checks?

WITNESS: Yeah.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: What does Ned sign checks for?

WITNESS: I've -- believe he's been -- that's been
authorized on the church account. He's an authorized user or a signer. I'm not sure what his -- I'm not sure. I know my checks says Ned and Angelique on it.

MR. SOLIS: Okay. And it has actually those two names on the check?

WITNESS: Uh-huh. I believe so.

MR. SOLIS: Okay. Do you know if your dad is ever paid by the church?

WITNESS: No. I know that for sure. No.

MR. SOLIS: And how do you know that for sure?

WITNESS: Well, being it's a running -- it's a joke. It's a running joke that we actually -- yeah. That we owe him money and so -- right. Sure, yeah.

Yeah. He's never been paid.

MR. SOLIS: What about your mom? What about Carolyn; is she -- is she ever paid by the church?


MR. SOLIS: Okay.

WITNESS: No.

MR. SOLIS: Do you know Beloved Community Family Services Organization? Do you know that organization?

WITNESS: Yes.

MR. SOLIS: Okay. What do you know about that?

WITNESS: It's a family services organization. They do
everything from like helping -- we have -- they
have an afterschool program. In the summertime
they have a summer school, things like that. So
it's just to try to plug people into resources
in the community.

MR. SOLIS: Okay.

WITNESS: Assistance.

MR. SOLIS: Okay. And do you know who works there?

WITNESS: I know -- yeah. I think there are about four or
five employees. I'm not sure if they're all
full-time. I don't know their statuses, but I
know a few of the people there. Yeah.

MR. SOLIS: Okay. And who do you know who works there?

WITNESS: I know Delphine, Mr. Hoarde.

MR. PAYNE: I'm sorry, Mr. ?

WITNESS: Hoarde.

MR. PAYNE: Okay.

WITNESS: Hoarde. I'm not sure what Michael's last name
is, and Lahesha Williams, and also Cynthia
Rashid is the last person. There's one more
guy, but I don't think I know his -- I don't
know his name. He's -- he comes in part-time.
So I'm not sure.

MR. SOLIS: Does your mom have any role at the church -- I'm
sorry -- with the Family Services Organization?
WITNESS: I'm not sure what -- what her role with the church. I know she's -- I don't have that -- no. I don't know if she's a member of the board or a member of the Family Services. I'm not sure what her role is, if any.

MR. SOLIS: Okay. You mentioned member of the board. Does that ring any bells about her -- her role with Family Services?

WITNESS: No. Just -- you know, I was thinking of -- you know, because I know it has a board, but I don't know if she's a member of that board or not.

MR. SOLIS: Okay. Okay. What about Beloved Community Family Wellness Center? Do you know what that is?

WITNESS: That's a clinic. Yes.

MR. SOLIS: Okay.

WITNESS: Sure.

MR. SOLIS: Okay. Do you know who works there?

WITNESS: No. Not like -- just I know two people that work there. I think -- and I only know her name, Margie. I'm not sure what Margie's last name is. Margie Johnson I think it is, Margie Johnson, and then Joyce. Joyce -- I'm not sure what Joyce's last name is.

MR. SOLIS: Do you know who Kacy Rush is?
WITNESS: Yes. Mm-hmm.

MR. SOLIS: Who is Kacy Rush?

WITNESS: My sister.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Do you know if she has any role at the Wellness Center?

WITNESS: I think Kacy might be on the board of the Wellness Center.

MR. SOLIS: Okay.

WITNESS: And I -- I think that what her capacity might be is, is being on the board at the Wellness Center.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Does she ever talk about it with you?

WITNESS: No. I mean, she'll say, "We had a meeting," you know. "The board had a meeting today," but not content of what that meeting was or anything like that.

MR. SOLIS: Okay. Is she paid by --

WITNESS: No.

MR. SOLIS: -- the Family Wellness Center?

WITNESS: No.

MR. SOLIS: Okay. Do you have any other family members
that, either a volunteer or paid capacity, work
on a board, that work at any of those two
entities, the Family Services Organization or
the Family Wellness Center, any other family
members?

WITNESS: No. I don't think there are any other. No.

MR. SOLIS: Okay.

WITNESS: I'm pretty sure that (inaudible) family members
who work (inaudible).

MR. SOLIS: Okay.

WITNESS: No.

MR. SOLIS: Do you know about the relationship between the
church and those two organizations? Is there
any relationship?

WITNESS: No. They're pretty much three separate entities
(inaudible). Yeah. I don't think we -- I mean,
I think they're both -- all three -- I think
they're all three just separate entities. We
don't have really -- I don't -- you know, the
church member doesn't, you know -- we don't hang
out in the clinic or -- or with -- you know, so
I don't think there's a relationship we have --

MR. SOLIS: Okay.

WITNESS: -- just being with it.

MR. SOLIS: Did your -- do you know if your -- your father
had something to do with starting those two
organizations or founding them?

WITNESS: I would -- you know what, I would be speculating
if I said yes because, I mean, I assume so
because it's Beloved Community, but that's -- I
couldn't make a knowledgeable --

MR. SOLIS: Okay.

WITNESS: -- statement on that.

MR. SOLIS: Does he ever talk to you about those two
organizations?

WITNESS: No.

MR. SOLIS: No?

WITNESS: I mean, not of any subsequence, no.

MR. SOLIS: Did the church give money to those two
organizations to make donations?

WITNESS: I wouldn't know that.

MR. SOLIS: Do you know what Citizens for Rush is?

WITNESS: I think it's my -- or the campaign end of --
yeah. I think it's the campaign -- it's a
campaign organization. Mm-hmm.

MR. SOLIS: Your father's campaign?

WITNESS: I think so. Yeah.

MR. SOLIS: Have you ever done any work for the campaign?

WITNESS: Well, yeah. I mean, I grew up working the
campaigns. So, yeah. I mean, not always paid,
but I did them. I'm sure I've done a lot of
things for Citizens for Rush, you know. Yeah.

MR. SOLIS: And so you've had paid and non-paid positions
with the campaign?

WITNESS: Well, just -- well, I guess I could say they
were paid, just Election Day, you know, Election
Day, you know, poll watching, or, you know,
Election Day stuff like that, but not as an
administrator or anything like that. So, yeah,
I guess you could say.

MR. SOLIS: Okay. Okay. Did your mother work for the
campaign, Citizens for Rush?

WITNESS: I'm not sure if she does or not. I don't -- I
don't know. Like I said, I couldn't say if she
is a -- you know, is a member or if she's ever
worked officially. It's hard, you know. I
couldn't say.

MR. SOLIS: Okay. Does she ever talk to you about --

WITNESS: No.

MR. SOLIS: -- working on the campaign?

WITNESS: No.

MR. SOLIS: Okay. Has your father's campaign made donations
to the church?

WITNESS: I guess so. Yeah. Not that I know of, but I've
hear -- but I've heard. After all this started,
this is the first of my knowledge of it. So --

MR. SOLIS: Okay.

WITNESS: So, yeah, apparently so. That's why we're here.

MR. SOLIS: I was just going to ask you how you came to hear about it.

WITNESS: Yeah. That's -- this is it. Yeah.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: I wanted to ask about Angelique, Angelique Chatman.

WITNESS: Sure.

MR. SOLIS: Are you related to her?

WITNESS: Yeah. She's my cousin.

MR. SOLIS: Okay.

WITNESS: Mm-hmm. Yeah. Mm-hmm.

MR. SOLIS: What is her job title at the church?

WITNESS: I guess she would be the administrative assistant. Yeah.

MR. SOLIS: How many days a week is she at the church?

WITNESS: Oh, six days. Yeah, six days.

MR. SOLIS: And how many hours does she work?

WITNESS: She's there from probably 9:00 to 4:00, 9:00 to 5:00, yeah, some days longer.

MR. SOLIS: Is she paid by the church?

WITNESS: As far as I know. I believe so. Yes, sir. I
would assume so. Yes. Mm-hmm.

MR. SOLIS: Why would you assume it?

WITNESS: Because I am. I mean, we're the only two
employees of the church.

MR. SOLIS: And how do you know that she's an employee of
the church?

WITNESS: I don't know for sure. I'm just assuming that
she is. I'm not sure about that.

MR. SOLIS: Okay. Are there any other people who are paid
by the church, musicians, anybody like that?

WITNESS: Musicians, yeah. I think -- I believe, yeah,
because they come in and get their paychecks
when I come to get mine. Yeah. So that's when
I see them, payday. Yeah. So, you know, I
believe the musicians are, and I would think
that would be as far as like on a regular basis.
I mean, they always contract out for, you know --
you know, other work like snow removal, you
know.

MR. SOLIS: Right.

WITNESS: But as far as -- I think it's just the
musicians. Yeah.

MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: Have you talked to your dad about the fact that
we'd be speaking with you today?

WITNESS: Sure. Uh-huh.

MR. SOLIS: What did you guys talk about?

WITNESS: Nothing. We didn't talk about like -- I think I
mentioned, "I've got to go in front of the
Ethics Committee. We all have to be done."

"Really? Well, is that tomorrow?" "Yeah. It's
tomorrow." "Okay." You know, and that was it.

"What did the guy say about the window?" That's
how that went. That's exactly how it went.

MR. SOLIS: Have you spoken at all with any lawyers
associated with your dad?

WITNESS: I don't know if he was the lawyer at the time,
but Scott.

MR. SOLIS: Scott Thomas?

WITNESS: Yeah. I'm not sure if he was my -- I'm not sure
if he was officially at the capacity of a lawyer
or not. I don't know if he was, but, yeah,
we've spoken to him. Yeah.

MR. SOLIS: Okay. And you said "we." "We've spoken to
him."

WITNESS: Well, we had a meeting, the core group and
because I was an employee of the church, he
thought it was important for me to be at the
meeting. He told us about this, you know,
inquiry, and Scott was there. Yeah.

MR. SOLIS: Okay. Did they -- did -- did Scott or the
Congressman go over any topics that we'd be
covering?

WITNESS: No. He didn't know -- I think at the time we
didn't know what the scope of what you were
covering would be. So --

MR. SOLIS: Okay.

WITNESS: -- he couldn't tell that.

MR. SOLIS: Did they talk about employees of the church or
anybody getting paid by the church?

WITNESS: "Jeff, you're the only employee." I think he
said -- because I think I was there. I don't
know if (inaudible) was there. "You're one of
the employees of the church, so this is why" --

oh, that's why I was in the meeting because I'm
an employee of the church. So that's -- that
was it though.

MR. SOLIS: Was that the Congressman or your dad who said
that, or was that Scott?

WITNESS: No. That was my father. Sure.

MR. SOLIS: Okay. So your father said you're -- you get
paid by the church; you're an employee of the
church?

WITNESS: Yeah. Well, yeah. Mm-hmm.
MR. SOLIS: Did he identify anybody else in the meeting --

WITNESS: No.

MR. SOLIS: -- who was paid by the church?

WITNESS: No. Not that -- not to my knowledge.

MR. SOLIS: Okay.

WITNESS: No. Not to my knowledge.

MR. SOLIS: Do you have any other questions? Let me just do
a quick check here and make sure I got
everything. I think that's --

MR. PAYNE: You said you did some -- you've always worked
for the campaign?

WITNESS: Not -- not always, not every campaign because
there's a lot, but on and off. Yeah. I
(inaudible) helped (inaudible). Sure.

MR. PAYNE: Where do you do the campaign work?

WITNESS: Where do we do the campaign work? There's --
well, there's a campaign office in Chicago, and
it depends on the campaign because -- you know,
because he's a Central Committeeman, like I've
worked for the last Mayoral campaign with Carol
Moseley-Braun worked that. Yeah. It was on
35th and King Drive. So it depends on, you know
-- and which candidate we're supporting, you
know, who we're helping out. So --

MR. PAYNE: Okay.
MR. ZENOFF: You're -- I'm -- I'd like to try and clarify it a little bit. You're talking about campaigns other than his runs for Congress; is that correct?

WITNESS: Yeah. Because I'm -- not just his campaigns. I'm talking about all campaigns, you know, because, like I said, he's a Central Democratic Central Committeeman, so they -- they select candidates to run, slate candidates to run. So like, you know, we support --

MR. ZENOFF: You mentioned --

WITNESS: Carol Moseley-Braun for Mayor.

MR. ZENOFF: Right. And their county --

WITNESS: County.

MR. ZENOFF: -- county candidates. Okay.

WITNESS: Governor.

MR. SOLIS: Okay.

WITNESS: You know, Quinn -- you know, support Quinn for Governor. So, like I said, depending on who we help out, you know, that determines where I work out or where I report to. There's no one place.

MR. PAYNE: You did mention there's a Chicago office for the campaign?

WITNESS: Yeah.

MR. PAYNE: What were you referring to there? What is the
Chicago office?

WITNESS: Oh, there's an office on -- I believe, it's on -- Lake Meadows Shopping Center. That would be 35th -- 34th and -- I'm not sure that's Rhodes. Maybe 34th and Rhodes, 34th and Rhodes.

MR. SOLIS: 34th --

MR. PAYNE: Rhodes?

WITNESS: Yeah.

MR. PAYNE: And you also mentioned 35th and King?

WITNESS: That was Carol Moseley-Braun's office, yeah, in the (inaudible).

MR. PAYNE: And 35th and Rhodes is which campaign?

WITNESS: That's -- well, that's one of the campaign office that I have worked on. That's my -- you asked me the Chicago office.

MR. PAYNE: Mm-hmm.

WITNESS: That's Quinn I was referring to.

MR. PAYNE: And you were doing work then for Citizens for Rush?

WITNESS: I've worked there or Citizens for Rush as well as other campaigns. Sure. Mm-hmm.

MR. PAYNE: Okay.

WITNESS: As well as other campaigns.

MR. SOLIS: And have you ever worked at the 35th and King space for Citizens for Rush?
WITNESS: I don't think so. No. I don't think so. I mean, it's been a bunch of candidates, but I don't know if I've ever worked for Citizens for Rush there or -- maybe in the early days we did. It's a long history of -- you know, so I couldn't say for sure because we've had so many, you know, different offices. So it's possible. I'm not sure, you know. I really couldn't say with 100 percent certainty.

MR. SOLIS: The 34th and Rhodes space, is that an actual like office space?

WITNESS: Yeah.

MR. SOLIS: It's four walls and --

WITNESS: Yeah.

MR. SOLIS: Okay. Do you know who owns that space, or who's like in charge of it, manages it?

WITNESS: No. I don't know.

MR. SOLIS: Okay.

WITNESS: I'm not sure. I would think the real estate company that owns that property would know.

MR. PAYNE: Who would you describe as the campaign manager for Citizens for Rush?

WITNESS: I don't even know. I couldn't tell you who it would be.

MR. PAYNE: So to whom do you report when you're doing this
work for the campaign?

WITNESS: It could be a myriad of different people, whatever needed to be done. So when I'd report, you know, I would say Walter -- usually Walter Sparkman is usually somebody that we'd go, you know, if you needed, you know, flyers passed out or something like that.

That would be -- but it could be anybody, you know what I'm saying. So it was not one person that I reported to. This is the -- you know, it could be one of any -- somebody in the organization. So (inaudible) it could be anybody. Whoever was in charge of that task, you know. You know, somebody who is in charge of getting out literature. They would be the one that, you know --

MR. SOLIS: Mm-hmm.

WITNESS: It could be me that was the one in charge. So I'd call everybody else, you know what I'm saying. So it was never any --

MR. SOLIS: When you had your meeting with the core group, and Mr. Thomas was there, and dad was there. They were talking about our inquiry. Did rental space of the campaign or where the campaign operates, that get brought up at that meeting?
WITNESS: No. Not -- Not to my knowledge. I don't -- I

don't think so. I'm not -- I don't think so.

Not to -- I could be -- I don't think so though.

MR. SOLIS: Has your dad ever talked about that with you --

WITNESS: No.

MR. SOLIS: -- about where the campaign operates --

WITNESS: No.

MR. SOLIS: -- and office space?

WITNESS: No. Huh-uh. Because he's run unopposed for

some time. So I don't -- he's never talked to

me about -- not particularly about the office.

No. Huh-uh. No. I can say that. No.

MR. SOLIS: Okay. When you say "not particularly about the

office," in general did he discuss --

WITNESS: I mean, not -- the office is just campaign, you

know. Who -- who's out there running against

you? Nobody this time, or he'll tell me -- you

know, but not -- nothing, like I said,

particularly about that office. That's -- you

know.

MR. SOLIS: I think that's all the questions we have for

you.

WITNESS: That's it?

MR. SOLIS: So -- yeah.

WITNESS: Okay. Alright.
MR. SOLIS: It wasn't too bad?

WITNESS: No. It wasn't too bad. Just, you know, make sure you note that the guy is working hard for his money. Maybe get some more (inaudible).

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EXHIBIT 9

TRANSCRIPT OF INTERVIEW OF BCFWC BOARD MEMBER
INTERVIEW OF

Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Diane Gianos

Transcribed By:
Julie Thompson
MR. SOLIS: This is Paul Solis, Investigative Counsel with the Office of Congressional Ethics. I'm joined by Deputy Chief Counsel, Kedric Payne, Diane Gianos, and [redacted].

[redacted], what is your position with the Beloved Community Wellness Center?

[redacted] (the "Witness"): I'm a board member.

MR. SOLIS: How long have you been a board member?

WITNESS: Since the beginning of the Wellness Center, for at least four years -- four or more years, whenever it was established. I've been there since the beginning.

MR. SOLIS: What are some of your job responsibilities and duties?

WITNESS: We are to meet with the board once -- once every month, every fourth week of the month, and we go over the logistics of the Wellness Center.

MR. SOLIS: Do you put any more time in other than that once a month meeting with the board members? Do you have -- you know, are you going over paperwork, spending more hours than just that one meeting?

WITNESS: No.

MR. SOLIS: Are you employed anywhere else? Do you work somewhere else?

WITNESS: Yes.
MR. SOLIS: Okay. Where else do you work?

WITNESS: Chicago Park District.

MR. SOLIS: Are you paid, or do you draw a salary in any way from your work with the Wellness Center?

WITNESS: No.

MR. SOLIS: Have you ever drawn a salary, ever been paid by the Wellness Center?

WITNESS: No.

MR. SOLIS: Your relationship to Congressman Rush. You're his daughter, correct?

WITNESS: Correct.

MR. SOLIS: Who is paid by the Wellness Center; do you know?

WITNESS: Who is paid? The board director, maybe the head -- Margie, and the rest of the staff at the Wellness Center.

MR. SOLIS: Is she on the board, Margie?

WITNESS: No. She -- is she on the board? Well, she calls the meetings, but she's not a board member.

MR. SOLIS: How many board members are with the Wellness -- are with the Wellness Center?

WITNESS: Nine.

MR. SOLIS: Nine? Are any of those individuals paid by the Wellness Center --

WITNESS: No.
MR. SOLIS: -- that you know? What is Representative Rush's
-- I'm going to continue to call him
Representative Rush. What is Representative
Rush's role with the Wellness Center, if any?
Does he have a role?
WITNESS: He doesn't have a role.
MR. SOLIS: Has he ever had a role at the Wellness Center?
WITNESS: No.
MR. SOLIS: We talked to Margie, and Margie mentioned that
he was instrumental in the establishment of the
Wellness Center. Did he -- did he do anything
like that, help establish the Wellness Center?
WITNESS: When you say "establish," what do you mean?
MR. SOLIS: Well, Margie said that he was -- he helped in
securing some funding for the Wellness Center,
and she kind of left it sort of general like
that; but I don't know if that helps you recall
any work he did.
WITNESS: She would know more. That's it.
MR. SOLIS: Has he ever mentioned to you any work he's done
with the Wellness Center?
WITNESS: No. He doesn't -- he doesn't do any work for
the Wellness Center, maybe helps secure funds,
you know, that we should -- that she should
maybe write a grant for it and go for it, but --
MR. SOLIS: Carolyn Rush, is that your mother?

WITNESS: My stepmom.

MR. SOLIS: Your stepmom. Do you know if she has a role
with the Wellness Center?

WITNESS: She doesn't.

MR. SOLIS: The Beloved Community Christian Church, do you
know what that is?

WITNESS: Yes.

MR. SOLIS: And what is it; where is it?

WITNESS: It is in Englewood. It's on 78th and Harvard.

It is where I worship. I go to two churches,
but I worship -- I serve at both.

MR. SOLIS: Okay. Do you work at the church?

WITNESS: No. I volunteer.

MR. SOLIS: What is Representative Rush's role with the
church?

WITNESS: Pastor, teacher.

MR. SOLIS: And how long has he been pastor and teacher?

WITNESS: Since the beginning of it.

MR. SOLIS: Do you know when that is?

WITNESS: Nine years, maybe nine, ten years.

MR. SOLIS: Does he receive any form of payment from his
work with the church?

WITNESS: No.

MR. SOLIS: And how do you know that?
WITNESS: Because -- I know because he's -- I just know.

I know that, you know, we're not rich. We don't
-- he does it -- he does it out of -- you know,
just something he was called to do, to be a
pastor.

MR. SOLIS: What about Carolyn, your stepmom, does she do
any work for the church?

WITNESS: No.

MR. SOLIS: Jeff Rush, do you know who that is?

WITNESS: Yes.

MR. SOLIS: And who is that?

WITNESS: My brother.

MR. SOLIS: Okay. Does he do any work for the church?

WITNESS: Yes.

MR. SOLIS: What work does he do?

WITNESS: Like custodial, attendant.

MR. SOLIS: When did he begin working for the church?

WITNESS: Maybe a year ago, not that long.

MR. SOLIS: Is he still working for the church?

WITNESS: Yes.

MR. SOLIS: In a custodial capacity?

WITNESS: Yes.

MR. SOLIS: Is he paid by the church?

WITNESS: I am not sure.

MR. SOLIS: Angelique Chatman.
WITNESS: Uh-huh.

MR. SOLIS: Do you know who that is?

WITNESS: Yes.

MR. SOLIS: Who is that?

WITNESS: She's a cousin.

MR. SOLIS: Does she do any work for the church?

WITNESS: Yes.

MR. SOLIS: What work does she do for the church?

WITNESS: She's the secretary.

MR. SOLIS: You know how long she's been doing that?

WITNESS: I don't.

MR. SOLIS: She still the secretary there?

WITNESS: Yes.

MR. SOLIS: Is she paid by the church?

WITNESS: Yes. I think so. I'm not sure though.

MR. SOLIS: Why do you think so?

WITNESS: I'm not really sure.

MR. SOLIS: Does she ever talk to you about being paid by the church?

WITNESS: No.

MR. SOLIS: Has Representative Rush ever talked about Angelique being paid by the church?

WITNESS: No.

MR. SOLIS: Do you have any other relatives who work for the Beloved Community Christian Church?
WITNESS: I have a brother who's a -- he's like co-
minister, co -- no, not pastor. But he's --
he's a minister at the church.
MR. SOLIS: And who is that?
WITNESS: Flynn Rush.
MR. SOLIS: Is he Representative Rush's son?
WITNESS: Yes.
MR. SOLIS: Do you know if he's paid by the church?
WITNESS: No.
MR. SOLIS: And how do you know that?
WITNESS: Because he's broke. We're all -- no, wish.
MR. SOLIS: So he is not paid by the church?
WITNESS: No.
MR. SOLIS: What is the relationship between the church and
the Wellness Center, if any?
WITNESS: There's no relationship. They may show up at
maybe church picnics to give free blood pressure
tests or things like that, but no relationship.
MR. SOLIS: Beloved Community Family Services, do you know
what that is?
WITNESS: Yes.
MR. SOLIS: What is that?
WITNESS: That's a service, a not-for-profit service that
is located in the church. It's upstairs, but
they're separate as well.
MR. SOLIS: Do you know who works there in Family Services?

WITNESS: I don't.

MR. SOLIS: Carolyn Rush, do you know if she works there or has any role with the Family Services organization?

WITNESS: I don't know.

MR. SOLIS: Is there any relationship between Family Services and the Wellness Center?

WITNESS: No.

MR. SOLIS: And I ask, you know, about the affiliation with these organizations, you know, they share the same --

WITNESS: Right.

MR. SOLIS: -- name Beloved. Does that come from somewhere? Is that a name that the Congressman came up with?

WITNESS: Yes.

MR. SOLIS: It is?

WITNESS: Yes. It's -- it was intentionally -- it's -- it's something with Martin Luther King's speech about a beloved community, and so that was part of his drive in establishing some services for the minorities in the community.

MR. SOLIS: So did Representative Rush establish or help to establish the Family Services organization?
WITNESS: As far as help, I know he came up with an idea, but I don't know as far as his efforts in establishing it.

MR. SOLIS: Okay. Does the Beloved Community Christian Church ever provide any donations or money to the Wellness Center?

WITNESS: No. Not that I know of.

MR. SOLIS: What is Citizens for Rush? Do you know what that is?

WITNESS: That's a campaign, maybe fund. It's printed at the bottom of his posters that I have to post out.

MR. SOLIS: So have you done any work for Citizens for Rush?

WITNESS: Volunteer. Or I may have worked on Election Day as far as precinct captain or a judge.

MR. SOLIS: When is the last time you worked as a volunteer for Citizens for Rush?

WITNESS: 2010 or '09, something like that.

MR. SOLIS: And when you did that work, where did you do the work out of, an office?

WITNESS: No. It was at one of the precincts where -- where -- on Election Day where people go vote, polling places.

MR. SOLIS: Do you know where Representative Rush or Citizens for Rush does its work out of? Does it
WITNESS: Yes.

MR. SOLIS: Where is the office space?

WITNESS: It's on like 34th and Lake Meadows Shopping Center.

MR. SOLIS: Is it 3361 King Drive? Does that ring a bell?

WITNESS: Yeah. Maybe -- yeah.

MR. SOLIS: And how do you know that's the campaign office?

WITNESS: Well, on Election Day, it's -- it's kind of the hub where everybody picks up their material, returns tapes, and kind of --

MR. SOLIS: You've been to that space before?

WITNESS: Yes.

MR. SOLIS: When was that last time you were at that space?

WITNESS: It hasn't been open in a while, so maybe 2009, '10, whenever I worked the last election.

MR. SOLIS: And you said it hasn't been open in a while.

What do you mean by that?

WITNESS: It's -- it really -- it's just like open on Election Day. It's not like an office where we -- where have meetings and things out of for a long time.

MR. SOLIS: Has Representative Rush ever talked to you about that space? That I'm closing it, or it's open, anything about it?
WITNESS: No.

MR. SOLIS: Has Citizens for Rush made any donations to the Wellness Center?

WITNESS: No. Not that I know of.

MR. SOLIS: What about donations to the church, Beloved Community Christian Church? Does Citizens for Rush make any payments or donations to them?

WITNESS: No. Not that I know of.

MR. SOLIS: Do you recall around 2010 any issues the church might have had with ComEd and their electricity being turned off, anything like that?

WITNESS: No. I don't know the dealings with -- with that.

MR. SOLIS: Would Representative Rush in his duties with the church, would he be responsible for paying utility bills and things like that with the church?

WITNESS: Would he be responsible?

MR. SOLIS: Did he take on that role?

WITNESS: I'm not sure. I don't know. I try to stay out of the -- the workings. It distracts me from my worship, so -- and him being my family member, it's kind of -- I try to stay out of the business of the church.

MR. SOLIS: Have you spoken with Representative Rush about
the fact that we'd be speaking with you today?

WITNESS: Yes.

MR. SOLIS: And when did you speak with him about that?

WITNESS: Well, he knows. This morning we had a quick conversation.

MR. SOLIS: And what did you guys talk about?

WITNESS: He just told me to be truthful, and shine, and that's it. He'll be back here this evening -- and nothing. Don't -- don't -- don't worry.

Don't be intimidated, be truthful, answer questions. That's it.

MR. SOLIS: We're not that intimidating.

WITNESS: No. It's not.

MR. SOLIS: Have you spoken at all with his lawyer?

WITNESS: No.

MR. SOLIS: Do you know who his lawyer is?

WITNESS: I heard of his name.

MR. SOLIS: Scott Thomas, does that ring a bell?

WITNESS: I read it this morning in the paper.

MR. SOLIS: Okay. But you had no discussions with him about --

WITNESS: No. I never met him or anything.

MR. SOLIS: I'll check my notes. Kendric, do you have any questions for --

MR. PAYNE: I'll check. I do have a question concerning
WITNESS: Mm-hmm.

MR. PAYNE: Are you aware of her being employed anywhere else --

WITNESS: No.

MR. PAYNE: -- other than the church that is?

WITNESS: No, I don't.

MR. PAYNE: Okay.

MR. SOLIS: How often do you see Angelique?

WITNESS: When I go to the church?

MR. SOLIS: Okay. Do you have any sort of relationship with her outside of the church?

WITNESS: No. She's a cousin but kind of distant.

MR. SOLIS: And when I asked you if she was paid, you said -- as far as I can remember, you said yes, you believe so. And I asked you how do you know that. Could you elaborate any further on that?

WITNESS: She has kids. So I'm -- I'm just -- I'm not -- I don't know her work schedule, her hours. So I'm not really sure. I would think she may get something for being there all day, but I'm not sure about how she gets paid, what she gets paid, or if she gets paid.

MR. SOLIS: So when you said yes, you thought so, was that more -- was that an assumption or --
WITNESS: Assumption.

MR. SOLIS: -- or is there anything, anytime that you've spoken with her, any independent fact where you have some sort of certainty that she's paid?

WITNESS: No. Not at all.

MR. SOLIS: And just to go back one -- with one question about the Citizens for Rush, does Representative Rush -- has he ever discussed with you any donations he makes from that campaign account to anywhere in the city or anywhere else?

WITNESS: No.

MR. SOLIS: I think that's all I have.

WITNESS: Okay.

MR. SOLIS: Thank you very much.

WITNESS: Thank you.

END OF INTERVIEW
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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

ERRATA SHEET

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This errata sheet is submitted subject to 18 U.S.C. § 1001 (commonly known as the False Statements Act).

Witness Name: [Signature]
Witness Signature: [Signature]
Date: 5-27-94
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 12 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of MAY A.D. 2014.

Jesse White
SECRETARY OF STATE
CERTIFICATE TO BE GOVERNED BY
THE REvised UNIFORM LIMITED PARTNERSHIP ACT
(Pre-existing Illinois Limited Partnership)

Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the preexisting limited partnership named below is hereby governed by that Act, effective at the time this certificate is filed in the office of the Secretary of State.

1. The limited partnership's name is: LAKE MEADOWS ASSOCIATES, An Illinois Limited Partnership

2. The Federal Employer Identification Number (F.E.I.N.) is: 36-2666868

3. The limited partnership's registered agent's name and registered office address is:

   Registered Agent: OLIVER JEAN M.
   Last Name First Name Middle Name
   DRAPER AND KRAMER, INCORPORATED
   Firm Name (if any)
   Registered Office: 33 West Monroe Street 1900
   Number Street Suite #
   Chicago Cook Illinois 60603
   City County Zip Code

4. The office address, including county, at which the records required by Section 104 are to be kept is:
   same as above

5. The limited partnership's purpose(s) is: Own, Operate and Invest in Real Estate

6. The latest date upon which the limited partnership is to dissolve is: March 31, 2009

7. The county in which the preexisting limited partnership's original certificate of limited partnership was filed is: Cook
   Recording date: 3/28/69 Document of Book & Page No.: 20795967 (no page specified)

8. The total aggregate amount of cash and the aggregate agreed value of other property or services contributed by the partners and which they have agreed to contribute is: $2,900,000.00

9. A brief statement of the partners' membership termination and distribution rights, if any. One 8-1/2" x 11" standard paper may be used, if needed, and attached to this form. The full text of such rights should be on file in the partnership's Section 104 office.

10. The names (last name first) and business addresses of all general partners must be listed on a separate plain white 8-1/2" x 11" sheet which must be stapled to this form.
   The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

All general partners are required to sign the certificate to be governed by the Revised Uniform Limited Partnership Act.

Signature Sr. Vice President
Draper and Kramer, Incorporated

Signature
Ferdinand Kramer, Self Trustee U/T/A
dtd. 4/26/83

Signature
Frederick C. Ford

Number of additional pages: 2
NOTE 1: If the Federal Employer Identification Number has not been obtained at the time of filing this document, it shall be obtained and shall be reported to the Secretary of State within 180 days after the date of filing this certificate.

NOTE 2: If this office is outside of Illinois, it must be the limited partnership’s principal place of business.
QUESTION NO. 9 - Each Partner shares Pro-Rata in Income Losses and Distributions according to his percentage of interest in the Partnership.
QUESTION NO. 10

General Partners

Draper and Kramer, Incorporated
33 West Monroe St., Suite 1900
Chicago, Illinois 60603

Ferdinand Kramer, Self-Trustee
U/T/A dtd. 4/26/83
33 West Monroe St., Suite 1900
Chicago, Illinois 60603

Ford, Frederick C.
33 West Monroe St., Suite 1900
Chicago, Illinois 60603
Form TP-202
(Rev. Jan. 1991)
Filing Fee $25
SUBMIT IN DUPLICATE!
All correspondence regarding this filing will be sent to the registered
agent of the limited partnership unless a self-addressed envelope with
pre-paid postage is included.

GEORGE H. RYAN
Secretary of State
State of Illinois

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)

1. Limited partnership’s name: LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP

2. File number assigned by the Secretary of State: S002229

3. Federal Employer Identification Number (F.E.I.N.): 36-2668608

4. The certificate of limited partnership is amended as follows:
   (Check all applicable changes)
   (Address changes P.O. Box alone and c/o are unacceptable)
   a) Admission of a new general partner (give name and business address below).
   b) Withdrawal of a general partner (give name below).
   c) Change of registered agent and/or registered agent’s office (give new name and address, including county below).
   d) Change in the address of the office at which the records required by Section 201 of the Act are kept (give new address, including county below).
   e) Change in the general partners name and/or business address (give name and new address below).
   f) Change in the partners’ total aggregate contribution amount (give new dollar amount below).
   g) Change in limited partnership’s name (give new name below).
   h) Change in date of dissolution (give new date below).
   i) Other (give information below).

   Lorraine N. Madsen
   c/o Draper and Kramer, Incorporated
   33 West Monroe St. – Ste. 1900
   Chicago, IL 60603  COOK COUNTY

   (over)
5. **NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)**

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

The original certificate of amendment must be signed by a general partner, all new general partners and at least one withdrawing general partner.

**SIGNATURE AND NAME**

1. Lorraine N. Madsen, Ass't. Sec'y.
   
   (Name of General Partner if a corporation or other entity)

2. ______________________________
   
   (Signature)
   
   (Type or print name and title)
   
   (Name of General Partner if a corporation or other entity)

3. ______________________________
   
   (Signature)
   
   (Type or print name and title)
   
   (Name of General Partner if a corporation or other entity)

4. ______________________________
   
   (Signature)
   
   (Type or print name and title)
   
   (Name of General Partner if a corporation or other entity)

5. ______________________________
   
   (Signature)
   
   (Type or print name and title)
   
   (Name of General Partner if a corporation or other entity)

**BUSINESS ADDRESS**

1. ___________________________________________
   
   Number Street
   
   City/town
   
   State Zip Code

2. ___________________________________________
   
   Number Street
   
   City/town
   
   State Zip Code

3. ___________________________________________
   
   Number Street
   
   City/town
   
   State Zip Code

4. ___________________________________________
   
   Number Street
   
   City/town
   
   State Zip Code

5. ___________________________________________
   
   Number Street
   
   City/town
   
   State Zip Code

(E Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

If additional space is needed, it must be continued in the same format on a plain white 8 1/2" x 11" sheet, which must be stapled to this form.

**FORMS OF PAYMENT:**

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

**RETURN TO:**

Secretary of State
Department of Business Services
Limited Partnership Division
Room 330, Centennial Building
Springfield, Illinois 62756
Telephone: (217) 785-8960
JESSE WHITE
SECRETARY OF STATE
STATE OF ILLINOIS

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)
(Please type or print clearly)


2. File number assigned by the Secretary of State: 5002229

3. Federal Employer Identification Number (F.E.I.N.): 36-2668608

4. The certificate of limited partnership is amended as follows:
   (Check all applicable changes here and specify them in item 5.)
   (Address changes, P.O. Box alone is unacceptable)
   X  a) Admission of a new general partner (give name and business address in item 5 on reverse).
   X  b) Withdrawal of a general partner (give name in item 5 on reverse).
   ___ c) Change of registered agent and/or registered agent's office (give new name and address, including county on item 5 on reverse).
   ___ d) Change in the address of the office at which the records required by Section 201 of the Act are kept (give new address in item 5 on reverse).
   ___ e) Change in the general partners name and/or business address (give name and new address in item 5 on reverse).
   ___ f) Change in the partners' total aggregate contribution amount (give new dollar amount in item 5 on reverse).
   ___ g) Change in limited partnership's name (give new name in item 5 on reverse).
   X  h) Change in date of dissolution (give new date in item 5 on reverse).
   ___ i) Other (give information in item 5 on reverse).

C LP-9.8
Form LP 202
(Rev. May 2000)

5. Place item #4 changes here:

a) New General Partners:
   - FC Ford Lake Meadows LLC
   - DKIA Lake Meadows LLC

b) Withdrawing general Partner:
   - Ferdinand Kramer, Self Trustee
     U/T/A dtd 4/26/83

   - Death Ctty attached. Date of Death 7/16/02
   - All partners agreed in writing to continue the business of the limited partnership within 90 days of the death of Ferdinand Kramer

h) The latest date upon which the Partnership is to dissolve is March 31, 2045

If additional space is needed for item 4, it must be continued in the same format on a plain white 8 1/2 x 11 sheet, which must be stapled to this form.

6. NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

The original certificate of amendment must be signed by a general partner, all new general partners and at least one withdrawing general partner.

**SIGNATURE AND NAME**

1. Signature: ________________________________
   Type or print name and title: Lorraine N. Madsen,
   Secretary

Name of General Partner if a corporation or other entity: Draper and Kramer, Inc., an Illinois Corporation

2. Signature: ________________________________
   Type or print name and title: Lorraine N. Madsen,
   Secretary of D & K Insurance Agency, Inc.,
   a Delaware Corp., Sole Member of

Name of General Partner if a corporation or other entity: DKIA Lake Meadows LLC, an Illinois LLC

3. Signature: ________________________________
   Type or print name and title: Frederick C. Ford,
   Sole Member

Name of General Partner if a corporation or other entity: FC Ford Lake Meadows LLC, an Illinois LLC

**BUSINESS ADDRESS**

Number/Street: 33 W. Monroe St., 19th Fl.

City/town: Chicago

State: IL

ZIP Code: 60603

Number/Street: 33 W. Monroe St., 19th Fl.

City/town: Chicago

State: IL

ZIP Code: 60603

Number/Street: 33 W. Monroe St., 19th Fl.

City/town: Chicago

State: IL

ZIP Code: 60603

(Signatures must be in **BLACK INK** on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

DO NOT SEND CASH!
Form LP 202
January 2005

Filing Fee: $50
Submit in duplicate. Payment must be made by certified check, cashier’s check, Illinois attorney’s check, Illinois C.P.A.’s check or money order, payable to Secretary of State.
Please do not send cash.

Department of Business Services
Limited Partnership Division
357 Howlett Building
Springfield, IL 62756
217-785-8960
www.cyberdriveillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

Illinois Secretary of State
Department of Business Services
Certificate of Amendment to the Certificate of Limited Partnership (Illinois Limited Partnership or LLLP)

Please type or print clearly.

1. Limited Partnership Name: Lake Meadows Associates, An Illinois Limited Partnership

2. File Number assigned by Secretary of State: S002229

3. Federal Employer Identification Number (F.E.I.N.): 36-2668608

4. The Certificate of Limited Partnership is amended as follows:
(/Check applicable changes and specify in item 5. For address changes, PO. Box alone is unacceptable.)
( Q a) Admission of a new General Partner (give name and business address in item 5)
( Q b) Withdrawal of a General Partner (give name in item 5)
( Q c) Change of Registered Agent and/or Registered Agent’s office (give new name and address, including county in item 5)
( Q d) Change in address of office at which the records required by Section 104 or 111 of the Act are kept (give new address in item 5)
( Q e) Change in General Partner’s name and/or business address (give new name and address in item 5)
( Q f) Change in Partner’s total aggregate contribution amount (give new dollar amount in item 5)
( Q g) Change in Limited Partnership’s name (give new name in item 5)
( Q h) Change in Date of Dissolution (give new date in item 5)
( Q i) Other (give information in item 5)
( Q j) Dissociation of General Partner (only for Limited Partnerships registered in 2005 and later; give name in item 5)

Item #4 changes (For additional space, continue on next page)::

a) New General Partner: D & K Investments Lake Meadows, LLC
   Business address: 33 W. Monroe St., 19th Fl. Chicago, IL 60603

b) Withdrawing General Partner: Draper and Kramer, Incorporated
   Business address: 33 W. Monroe St., 19th Fl., Chicago, IL 60603

Form LP 202

5. Item #4 changes (cont.)

Names and Business Addresses of General Partners

The undersigned affirms, under penalties of perjury, that the facts stated herein are true. The following signatures are required:
• at least one General Partner on record,
• all new General Partners,
• all Dissociated and withdrawing General Partners.

If adding or deleting a statement that this Limited Partnership is a Limited Liability Limited Partnership, all General Partners on record must sign.

   Sole Member
   DKIA Lake Meadows LLC, An IL LLC, Gen Ptr
   General Partner Name if corporation or other entity (must be in good standing)
   33 W. Monroe St., 19th Fl.
   Chicago, IL 60603
   City, State, ZIP

2. Lorraine N. Madsen, Secretary
   Draper and Kramer, Incorporated
   General Partner Name if corporation or other entity (must be in good standing)
   33 W. Monroe St., 19th Fl.
   Chicago, IL 60603
   City, State, ZIP

   Sole Member
   D & K Investments Lake Meadows, LLC, Gen Ptr
   General Partner Name if corporation or other entity (must be in good standing)
   Street Address
   City, State, ZIP

4. 
   Signature
   Name and Title (type or print)
   General Partner Name if corporation or other entity (must be in good standing)
   Street Address
   City, State, ZIP

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.

Form LP 115
March 2008

Filing Fee: $50
Submit in duplicate. Payment must be made by certified check, cashier’s check, Illinois attorney’s check, Illinois C.P.A.’s check or money order, payable to Secretary of State. Please do not send cash.
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 357
Springfield, IL 62756
217-785-8960
www.cyberdriveillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

Please type or print clearly.
1. Limited Partnership Name: LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP
   [Must contain “Limited Partnership,” “LP” or “LLP”]
2. Foreign Alternate Assumed Name, if any:

3. File Number assigned by Secretary of State: 8002228


Instructions for completing items 5 and 6 in Section 111 of the Uniform Limited Partnership Act (2001) requires that a designated office be maintained, at which the records of the limited partnership are to be kept. With respect to a domestic limited partnership, the designated office is first established upon filing the Certificate of Limited Partnership. With respect to a foreign limited partnership, the designated office is the principal office. Complete item 5 with the current address of the designated office, and item 6 with the address as changed. If there is no change in the address of the designated office, insert “N/A” in item 6.

5. Street and Mailing Address of current Designated Office at which the records required by Section 111 are kept:
   39 WEST MONROE STREET, SUITE 1900
   Street Address (P.O. Box alone is unacceptable.)
   CHICAGO, IL 60603, COOK COUNTY
   City, State, ZIP, County

6. If changed, Street and Mailing Address of new Designated Office at which the records required by Section 111 will be kept:

   Street Address (P.O. Box alone is unacceptable.)
   City, State, ZIP, County

Printed by authority of the State of Illinois. April 2008 — 200 — C LP 30
Form LP 115
(March 2008)

Instructions for completing items 7 and 8: Section 114 of the Uniform Limited Partnership Act (2001) requires that an agent for service of process residing within the State of Illinois be designated and continuously maintained. Complete item 7 with the name and address of the current agent for service of process and item 8 with the agent and address as changed. If there is no change to the agent or address for service of process, insert "N/A" in item 8.

7. Name, Street and Mailing Address of Current Agent for Service of Process:
   Agent: LORRAINE N MADSEN
   Address: 33 W MONROE STREET, STE 1900
   CHICAGO, IL 60603, COOK COUNTY

8. If changed, new Name and/or Street and Mailing Address of Agent for Service of Process:
   Agent: CT CORPORATION SYSTEM
   Address: 208 S. LASALLE STREET, SUITE 814
   CHICAGO, IL 60604, COOK COUNTY

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Shamir Khan, Asst. Secretary
Name and Title (type or print)

Draper and Kramer, Incorporated, Member of
DKIA Lake Meadows LLC, GP
General Partner Name if corporation or other entity

33 W Monroe St, Ste 1900
Street Address

Chicago, IL 60603, Cook
City, State, ZIP County

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.
EXHIBIT 11
### Lease Ledger

#### Lease Information
- **Date:** 11/01/2013
- **Lease Id:** seco01
- **Property:** cm1798
- **Location:** LAKE MEADOWS SHOPPING CTR
- **Assigned Space(s):** C060
- **Customer:**
- **ICS Code:**
- **Lease Type:** Office Net
- **Sales Category:** Retail Services
- **Lease Term:** From 11/10/1989 To
- **Lease Area:** 1,506 (Net Rentable)
- **Monthly Rent:** 627.00
- **Office Phone:** (225)344-4
- **Fax No:**
- **E-Mail:**

#### Lease Ledger

<table>
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<tr>
<th>Date</th>
<th>Description</th>
<th>Unit</th>
<th>Charges</th>
<th>Payments</th>
<th>Balance</th>
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## Lease Information

**Date**: 11/01/2013  
**Lease Id**: sec001  
**Property**: cm1798  
**Location**: LAKE MEADOWS SHOPPING CTR  
**Assigned Space(s)**: C060  
**Customer**  
**ICS Code**  
**Lease Type**: Office Net  
**Sales Category**: Retail Services  
**Lease Term**: From 11/10/1989 To  
**Lease Area**: 1,506 (Net Rentable)  
**Monthly Rent**: 627.00  
**Office Phone**: (225)344-4  
**Fax No**  
**E-Mail**

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Wells, Dee

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 1:52 PM
To: Wells, Dee
Subject: RE: Y/E Write offs

You have it.

Larry Cohen
Senior Vice President
Draper and Kramer, Incorporated
33 W Monroe St, Suite 1900
Chicago, IL 60603
312.580. [redacted]
312.795.2728 (fax)

www.dkr.APP#if.com
www.dandkliving.com
www.dkkoced.com
www.dkbrokerage.com
www.dkresidential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 1:20 PM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

should I await further direction to write off Bobbie Rush and [redacted] ... or do I have it??

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 12:27 PM
To: Wells, Dee
Subject: RE: Y/E Write offs

Ok!

Larry Cohen
Senior Vice President
Draper and Kramer, Incorporated
33 W Monroe St, Suite 1900
Chicago, IL 60603
312.580. [redacted]
312.795.2728 (fax)

www.dkr.APP#if.com
www.dandkliving.com
www.dkkoced.com
www.dkbrokerage.com
www.dkresidential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 11:46 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

the only reason I DIDN'T put them on the list is because collection efforts are still on-going. All or most of the balances will PROBABLY end up being written off - - but I wouldn't think we're ready to do it just yet.... BUT that certainly is subject
to different opinions. when an attorney calls and asks for an "up to the minute" aged schedule I can't send them a "zero balance".

let me know what you think.

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 11:42 AM
To: Wells, Dee
Cc: Heerema, Carol
Subject: RE: Y/E Write offs

I would agree on the two below; however, how about the following:

- [redacted] at 401
- [redacted] at LMPB
- [redacted] at LMSC

---

Larry Cohen
Senior Vice President
Draper and Kramer, Incorporated
33 W Monroe St. Suite 1900
Chicago, IL 60603
312.580.1000
312.795.2728 (fax)

www.draperandkramer.com
www.danokliving.com
www.dlcondo.com
www.dlbrokerage.com
www.dlresidential.com

---

From: Wells, Dee
Sent: Monday, December 07, 2009 11:30 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

after looking at my multiple receivables I only have two:

both for Lake Meadows Shopping Center; 
-2nd Ward Democratic Party ... $20,044.18
-... $54,134.18 (which is the balance remaining after having
accepted
a cash settlement in September based on his ability to pay and negotiated by our counsel).

Permission is requested to do those two writeoffs... Other receivables are under being addressed.

---

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 9:25 AM
To: Workman, Betty; Wells, Dee; Grant, Marcia; Elsman, Jim
Cc: Gawler, Mary; Baumbhart, Gena; DiColli, Nancy
Subject: Y/E Write offs

Will you please submit to me your recommendation, if any, to write off any uncollectible balances from any of your respective tenants?

Thanks.

Larry Cohen
Senior Vice President
March 6, 2012

Congressman Bobby Rush
700 East 79th Street
Chicago, IL 60619

Re: Lake Meadows Shopping Center

Dear Congressman:

I emailed Rosemary about this several months ago and she was going to forward the request to you, but I’ve not heard back from her so I thought I’d try to contact you personally.

You may or may not have heard that Draper and Kramer is in the process of closing the Professional Building at 31st and Rhodes with the plan of re-purposing the Building. Because of that fact, we need to find office space for some of our loyal long-term tenants in that Building.

Landlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.

Since someone is not always in that office I’m wondering how we can show the space to a prospect, as that need may arise. Whom could my leasing people call with such a request, and how much lead time would you need for us to show the space.

I look forward to hearing from you on this issue.

Cordially,

DK REAL ESTATE SERVICES
a division of Draper and Kramer, Incorporated

Dee Wells, CSM
Property Manager

dms
EXHIBIT 14
INTERVIEW OF ANGELIQUE CHATMAN

Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Angelique Chatman
Alan Zenoff

Transcribed By:
Julie Thompson
MR. SOLIS: We are here with Angelique Chatman. Ms. Chatman, could you please state your name for the record?

ANGELIQUE CHATMAN (the "Witness"): Angelique Chatman.

MR. SOLIS: We will begin asking questions about some of your work with the church.

WITNESS: Okay.

MR. SOLIS: What is your position and title with the Beloved Community Christian Church?

WITNESS: Administrative assistant.

MR. SOLIS: How long have you been in that role as an administrative assistant?

WITNESS: Three and a half years.

MR. SOLIS: What were you doing before that?

WITNESS: Assistant manager for Walgreens.

MR. SOLIS: What are your duties as administrative assistant?

WITNESS: Okay. I take care of the finances of the church. I pay the bills. I make the deposits. Just anything that the pastor needs for me to do, that the church needs for me to do. I pretty much just kind of run the show for the church.

MR. SOLIS: Okay. So the financial, and does that mean that money coming into the church, for example --
WITNESS: Yes.

MR. SOLIS: -- donations --

WITNESS: Yes.

MR. SOLIS: -- you're the one handling that?

WITNESS: Yes.

MR. SOLIS: Okay. And then money going out?

WITNESS: Yes.

MR. SOLIS: Paying bills, paying taxes, that's all you?

WITNESS: Well, not taxes, but paying the bills, making

the payroll.

MR. SOLIS: Okay. And is Representative Rush, Congressman

Rush, the pastor, is he your supervisor?

WITNESS: I guess you would say that. Yes, I guess.

Yeah.

MR. SOLIS: To whom you report?

WITNESS: To him and the core group pretty much.

MR. SOLIS: Okay. Are you employed -- or do you work

anywhere else besides the church?

WITNESS: No.

MR. SOLIS: Are you paid by the church?

WITNESS: No.

MR. SOLIS: We spoke with your mother, spoke with Patricia.

WITNESS: Oh, yes.

MR. SOLIS: She's very nice, very nice.

WITNESS: Yes. Thank you.
MR. SOLIS: And gave us a lot of helpful information. When we asked her if you were paid by the church, she said she assumed you were. She said she didn't know for certain, but she said she didn't think you would do it for nothing. So, you know, do you know why she would think that? Do you know why she would say that to us; that she assumed you were paid?

WITNESS: I don't know.

MR. SOLIS: Okay.

WITNESS: I don't know why she would say that.

MR. SOLIS: Okay. Have you ever been paid by the church?

WITNESS: No.

MR. SOLIS: Okay. So for the last three and a half years you have received no form of compensation from the church?

WITNESS: No.

MR. PAYNE: No cash payments?

WITNESS: No.

MR. PAYNE: You have not received any cash payments?

WITNESS: No, no.

MR. SOLIS: Gifts?

WITNESS: No.

MR. SOLIS: Bonus?

WITNESS: No. If we made more money, maybe we could.
MR. SOLIS: That brings up actually another question I had.
You know, the church's typical revenue stream --
WITNESS: Mm-hmm.
MR. SOLIS: -- what is that? Where does that come from?
WITNESS: Well, we have service every week, and we get
tithes and offerings. And we have a yearly
fundraiser, and that's where a majority of our
finances come from.
MR. SOLIS: And what is at the end of the year that
typically look like with all the offerings and
the fundraiser, that full revenue stream, what
does that kind of look like before expenditures
go out for taxes and bills? Do you have an
estimate of that?
WITNESS: I don't. I'm sorry. I could have got that
information. I didn't know --
MR. SOLIS: Okay.
WITNESS: -- that you guys would need that.
MR. SOLIS: That's fine.
WITNESS: Okay.
MR. SOLIS: We can -- we can even follow up later with
something like that.
WITNESS: Sure.
MR. SOLIS: We just wanted to get a general picture of kind
of what the church's budget looks like. Do you
have any budget numbers you could share with us
off the top of your head?
WITNESS: Not really. No, I don't.
MR. SOLIS: Okay. And you mentioned offerings at the -- at
Sunday --
WITNESS: Yes.
MR. SOLIS: -- services.
WITNESS: Mm-hmm.
MR. SOLIS: And then a yearly fundraiser. What about
donations to the church?
WITNESS: Yes. We get donations also.
MR. SOLIS: Okay. Where do you usually get donations from?
WITNESS: I don't know of anyone's right off the top of my
head. I don't know of any people that have made
donations right off the top of my head.
MR. SOLIS: Okay. What about Congressman Rush? Does he
make any donations to the church?
WITNESS: He pays his tithes and offerings on Sundays.
MR. SOLIS: Okay. What about from his campaign committee
Citizens for Rush?
WITNESS: Oh, yes. There have been some --
MR. SOLIS: There have been?
MR. SOLIS: Okay. I actually have a document that we
created, and so to give you guys a look at it.
It's a chart and spreadsheet of donations that we've seen from publicly available information that Citizens for Rush has made to the church, I believe going back to 2005. And so, you know, just taking a look at that information, you know, does that -- does that help you recall any specific donations that Citizens for Rush has made?

WITNESS: Well, I was here during the time -- let's see. So I started -- yeah. So I guess the ones in 2011 on forward.

MR. SOLIS: Okay.

WITNESS: I was here during that time.

MR. SOLIS: And after taking a look at some of those line items from 2011 on forward, do you recall anything about those specific donations?

WITNESS: The thing is that I honestly don't remember each donation being made so -- because it's so long ago.

MR. SOLIS: Okay. When -- I'm sorry.

MR. PAYNE: Do you recall any donations being made? You don't recall specific donations.

WITNESS: Specific, yes.

MR. PAYNE: Do you recall any general donations?

WITNESS: Yes.
MR. PAYNE: Okay. And what do you recall about those?

WITNESS: I don't -- what do you mean by recall about
-- do you remember --

MR. PAYNE: Did you ask for the donations?

WITNESS: Did I ask for them?

MR. PAYNE: Mm-hmm.

WITNESS: No, no.

MR. PAYNE: How did you learn -- how do you typically learn
the donations are to be made by the campaign to
the church?

WITNESS: When I get the check.

MR. PAYNE: And who delivers the check to you?

WITNESS: I got the check from Congressman Rush.

MR. PAYNE: Okay.

MR. SOLIS: And what does he say to you when he delivers the
check?

WITNESS: Deposit it.

MR. SOLIS: Okay. Is the core group made aware of the
donation from the campaign committee?

WITNESS: It's -- I don't know. They're so long ago. I,
honestly -- I don't know if it was brought up in
a core group or not. I'm assuming that it
probably was.

MR. SOLIS: Okay. Are you a member of the core group?

WITNESS: I am.
MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: So in any of the core group meetings, do you remember a donation from Citizens for Rush being discussed at the core group meetings?

WITNESS: For 100 percent I can't say yes or no. I -- it probably was.

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Something like this, generally donations, is it discussed at core group meetings?

WITNESS: We usually give a report, especially from our anniversary. We kind of give a running report of how the -- we sell an ad book. So how the ads are coming in, and the money that's coming in. That's reported to the core group.

MR. SOLIS: Okay. And when the core group is discussing the donations, any potential donations that are coming in, is it a decision made by the collective group to accept the donation, or, you know, to get into discussions with the donor?

WITNESS: Well, there's never been a time where the core group wouldn't accept --

MR. SOLIS: Right.

WITNESS: -- a donation where we would decide to not
accept a donation. So, yeah. I think it's a
collective group, but I don't ever remember us
turning down a donation.

MR. SOLIS: Okay. What about donations besides those made
by Citizens for Rush? Do you recall any
specific donations since you've been an
administrative assistant?

WITNESS: Well, we have, like I said, ad -- ad books. So
there are -- let's see. Who's in the ad? I'm
drawing a blank now. White Sox, the White Sox,

they get an ad --

MR. SOLIS: Okay.

WITNESS: -- every year.

MR. SOLIS: And do the White Sox make a donation to the
church?

WITNESS: Well, it's -- they purchase an ad in the ad
book.

MR. SOLIS: Okay.

WITNESS: So I don't know how they -- I think it's
considered a donation for them.

MR. SOLIS: So you consider that a donation? Okay.

WITNESS: Yeah.

MR. PAYNE: The -- the ad book, is that part of the annual
fundraiser --

WITNESS: Yes.
MR. PAYNE: -- or was that something separate? That's the annual fundraiser?

WITNESS: Yes. Mm-hmm.

MR. PAYNE: And are most of the donations from individuals or from organizations, businesses.

WITNESS: They're mostly from businesses --

MR. PAYNE: Mm-hmm.

WITNESS: -- and organizations, yeah, and they're advertising in the book.

MR. PAYNE: Okay.

MR. SOLIS: And in that form of -- of just a cash donation, a check presented to you like -- like Citizens for Rush has done in the past, does any other group or organization do that? They just cut you a check to give to the church without an ad?

WITNESS: I believe there have been some checks outside of our anniversary fundraiser. Yeah.

MR. SOLIS: Okay. Do you know for what organizations those originated?

WITNESS: No, no. I can't remember right off the top of my head.

MR. SOLIS: Okay.

MR. PAYNE: I just want to back up a little bit. How many days a week do you work at the church?

WITNESS: I'm there -- well, I would say seven days a
week.

MR. PAYNE: Okay. And then how many hours per day?

WITNESS: Let's see. I start at 9:00 usually, and I leave about maybe 3:30 --

MR. PAYNE: Okay.

WITNESS: -- Monday through Friday. Saturdays are -- it varies. It depends on what's going on. It's not every Saturday but some Saturdays and then Sunday for morning worship service.

MR. PAYNE: Okay.

WITNESS: And that's 10:45. We usually leave about 2:30.

MR. PAYNE: Okay. And you guys are 12 months a year?

WITNESS: Yes. Mm-hmm.

MR. PAYNE: Is anyone else responsible for managing the financial activities of the church other than you?

WITNESS: No. Up until June of last year, we also had a secretary, and she would make some bill payments also.

MR. PAYNE: And you mentioned that you are responsible for the payroll?

WITNESS: Yes.

MR. PAYNE: Who are the people on payroll?

WITNESS: Jeff Rush, James Teague, Moses Hall, and Michael Turner.
MR. PAYNE: All right. And let's just run through those and get their titles and responsibilities. Jeff Rush, what is he paid for?

WITNESS: He is the church steward. So he does all the custodial work and setups and breakdowns for events. And he kind of just manages the building.

MR. PAYNE: James Teague?

WITNESS: He is our choir director and minister of music.

MR. PAYNE: Moses Hall?

WITNESS: He is our organist.

MR. PAYNE: Michael Turner?

WITNESS: Is our drummer.

MR. PAYNE: And prior to the secretary leaving, was she paid?

WITNESS: Yes, she was.

MR. PAYNE: What was her name?

WITNESS: Johnnie May Robinson.

MR. SOLIS: Did you ever discuss getting paid with -- by -- by the church?

WITNESS: No.

MR. SOLIS: No?

WITNESS: No.

MR. SOLIS: When you took the role on, you knew it was going to be a non-paid position?
WITNESS: Yes.

MR. SOLIS: And how did you know that?

WITNESS: Well, I was brought on to just help the church, and I knew at the point -- at that point in time that the church would not be paying me.

MR. SOLIS: Is anyone else at the church working as much as you -- you know, you're there from 9:00 to 3:30 seven days a week. Is anybody else working that many hours at the church?

WITNESS: No one works here officially, but we do have a lot of volunteers that come in but not as much as me.

MR. SOLIS: And you talked about how you are responsible for paying some bills --

WITNESS: Mm-hmm.

MR. SOLIS: -- but not taxes? Who's responsible for paying taxes?

WITNESS: We don't pay taxes, other than payroll taxes.

MR. SOLIS: Yeah. Right.

WITNESS: But other taxes we don't pay --

MR. SOLIS: Okay.

WITNESS: -- taxes.

MR. SOLIS: Is the church responsible for property taxes?

WITNESS: No. I don't think so.

MR. SOLIS: Okay.
WITNESS: And the payroll taxes are paid through the payroll company that we -- that we have.

MR. SOLIS: Okay. Regarding the -- and paying these sort of bills and utilities, what is that? Is that electric? Is that --

WITNESS: Yeah.

MR. SOLIS: -- water, anything like that?

WITNESS: Yes.

MR. SOLIS: What do you have to pay?

WITNESS: Electric, gas, water. Well, at the time we're not paying the mortgage, but if that was going on, we would pay that also. I would pay that.

MR. SOLIS: And why are you not paying the mortgage right now?

WITNESS: Our mortgage company and bank actually was taken over by the FDIC. So right now the mortgage is kind of in limbo. So we're not even sure who has our mortgage at this time.

MR. SOLIS: Okay. When you're paying the electric, gas, and water bills, are you making those decisions to pay solely on your behalf? I mean, is anybody else assisting you with that?

WITNESS: No. When Johnnie May was here, she would assist with some of those bills, but now that she's gone, I just pay them all.
MR. SOLIS: Do you ever have to call up the Congressman and say we've got this bill due, what do you think about that?

WITNESS: No. I pretty much just pay them. If we have the money, I pay the bills --

MR. SOLIS: Okay.

WITNESS: -- to keep us from getting in trouble with, you know --

MR. SOLIS: Right, right. When you are paying bills for the church, making disbursements for the church, do you ever have to talk to the Congressman about that?

WITNESS: For bills, no. Really, I mean, we get the bill in, and if we have the money, I go ahead and pay them. He's very busy. So I try not to burden him with those types of things. Yeah.

MR. SOLIS: What types of things would you discuss with him?

WITNESS: As far as financial?

MR. SOLIS: Right.

WITNESS: Honestly, I don't really discuss too much financial. As far as bill paying and things like that, I don't -- if we have the money when we get the bill, I'll pay it.

MR. PAYNE: So you wouldn't need him there. So in a situation where you don't have the money, what
do you do?

WITNESS: I'll let him know that we can't pay this bill --

MR. PAYNE: Okay.

WITNESS: -- if it's -- if we don't have the money.

MR. PAYNE: And is that a situation where he would then give

you a check from the campaign?

WITNESS: No. I wouldn't say that would be it. I'm

trying to think. I'm trying to look back at

some of the dates. Yeah. I really -- I can't

say because I don't know. I'm looking at this

July 23rd one, and we may have needed to pay the

musicians during that time. But the other ones,

with them being so far back, is kind of hard to

say what was going on during that time that we

got the donations. I don't know. I don't

recall.

MR. SOLIS: And you mentioned that if there's enough funds

in the church's bank account, you do your best

to pay the bills.

WITNESS: Mm-hmm.

MR. SOLIS: What about payroll? Has there ever been a time

where the church didn't have enough funds to

cover payroll?

WITNESS: Yes.

MR. SOLIS: Okay.
WITNESS: There's been times when the musicians had to go, you know, a couple of weeks without being paid —

MR. SOLIS: Okay.

WITNESS: -- until we can get enough funds to pay them.

MR. SOLIS: I'm sorry, Ms. Chatman. Just could I ask you to speak up a little bit?

WITNESS: Oh, I'm sorry.


WITNESS: I forgot I'm --

MR. SOLIS: Just want to make sure we catch everything.

WITNESS: Okay.

MR. SOLIS: So has that ever been a time in the past since, you know, 2013, in the past year or so where there wasn't enough funds to cover payroll?

WITNESS: I don't think so in 2013. Well, you know what, I think there was some time in 2013, earlier on in the year --

MR. SOLIS: Okay.

WITNESS: -- where we might have -- they had to go a couple of weeks without being paid.

MR. SOLIS: Okay. And what about Jeffrey Rush? When did he start working for the church?

WITNESS: I think he started July. I think it was the beginning of July of 2013.
MR. SOLIS: Okay. And who made the decision to bring him on?

WITNESS: The core group.

MR. SOLIS: Core group.

WITNESS: We -- we lost our church custodian two years ago, and that put a burden on the church to replace him. So we had gone a whole year or so without someone there to keep the church clean and to do all of the duties. So we needed to get someone.

MR. SOLIS: And how --

WITNESS: Ended up --

MR. SOLIS: Oh, I'm sorry.

WITNESS: I'm sorry. That's okay. Go ahead.

MR. SOLIS: How was Jeffrey Rush introduced to the core group as far as his name being floated as a potential candidate for the position?

WITNESS: I believe that was presented by Pastor Rush.

MR. SOLIS: Okay.

WITNESS: Yeah. That he was available at that time.

MR. SOLIS: And when that decision was made, was it a vote by the core group? Everybody decided?

WITNESS: Yes.

MR. SOLIS: Okay.

WITNESS: Yes.
MR. SOLIS: How was the decision made how to pay Jeffrey?
WITNESS: That was a core group decision also.
MR. SOLIS: So his rate of pay was decided by the -- the group as a whole?
WITNESS: Yes. To continue on paying him as Lamone, who was our custodian before him, the one that passed away, he was getting paid.
MR. SOLIS: So Jeffrey's payment from the church was the same as the previous person in that position?
WITNESS: Yes. Just -- it's a little more, but it's almost the same.
MR. SOLIS: What is that rate of pay?
WITNESS: Six hundred every two weeks.
MR. SOLIS: And how many hours is Jeffrey at the church working a week?
WITNESS: Again, that varies. He's there earlier than I am. So he gets there before 9:00. Sometimes he might leave before me. Sometimes he might leave after me, but it's kind of hard to say. And he's there on Saturdays sometimes when I'm not. He's there on Sundays before we come in for service. So it's kind of hard to say how many hours he's actually there.
MR. SOLIS: Okay. Does he work every day?
WITNESS: No, no. Not every day.
MR. SOLIS: How many days a week would you say he works?

WITNESS: I would say he's probably about five to six days a week. Well, no. Let's say. Let's say four to six days a week.

MR. SOLIS: Okay. Congressman Rush's role with the church. You know, you mentioned that he's the pastor.

WITNESS: Yes.

MR. SOLIS: What official title does he have with the church?

WITNESS: He would be the pastor.

MR. SOLIS: Okay. Is he president? Is he -- does he have any additional titles?

WITNESS: Well, on our annual report, we have him down as the president, but I think he just goes by the pastor. Mm-hmm.

MR. SOLIS: And you talked about the core group, so I want to find out about decision making. So we've talked about, you know, hiring Jeffrey. We've talked about, you know, some of the decisions they make. But when a decision is made by the church and the core group, does Representative Rush, as the -- as the president, does he have the final say on the decision of the core group?

WITNESS: No, no.

MR. SOLIS: No?
WITNESS: We take a vote, and if we don't agree, we let
him know.


WITNESS: Nicely.

MR. SOLIS: So when a decision needs to be made, there's an
actual vote --

WITNESS: Yes.

MR. SOLIS: -- that's made?

WITNESS: Mm-hmm. Mm-hmm.

MR. SOLIS: How many members are there in the core group?

WITNESS: I believe there's 10. Yeah. I believe there's
10.

MR. SOLIS: Okay. And we have asked Patricia and Ned to
name people in the core group --

WITNESS: Okay.

MR. SOLIS: -- but --

WITNESS: That didn't go well, did it?

MR. SOLIS: I think you might be the best person to ask.

WITNESS: Okay.

MR. SOLIS: Because they weren't quite sure of everybody.

So if you could just name off the people in the
core group.

WITNESS: It's hard getting everyone there in one meeting.

MR. SOLIS: Okay.

WITNESS: So -- okay. So myself, Patricia.
MR. SOLIS: And Patricia is your mother?
WITNESS: Yes.
MR. SOLIS: Okay.
MR. SOLIS: Preston?
WITNESS: Preston. Mm-hmm. May Turner and let's see, Pastor Rush, Carolyn Rush, and I believe that is -- no, no -- Julia Mitchem and Larry Mitchem.
MR. SOLIS: All right. Do you know if Congressman Rush is paid by the church?
WITNESS: No.
MR. SOLIS: No?
WITNESS: He brings that up a lot.
MR. SOLIS: Well, we've heard that before. So --
WITNESS: He tells the congregation. He tells everybody.
MR. SOLIS: I was just going to ask. When does he tell people that? When does he tell --
WITNESS: I mean, he finds a way to work it into --
MR. SOLIS: So it's something that people are -- in the church are generally aware of?
WITNESS: Yes.
MR. SOLIS: Okay.
WITNESS: Mm-hmm.
MR. SOLIS: And ever -- you know, have you known about that
since you started --

WITNESS: Oh, yes.

MR. SOLIS: -- as administrative assistant?

WITNESS: Mm-hmm.

MR. SOLIS: Okay. I should have covered this long before.

But are you related to Representative Rush?

WITNESS: Yes, yes.

MR. SOLIS: Okay.

WITNESS: Mm-hmm.

MR. SOLIS: And in what manner are you related to him?

WITNESS: My father is his brother.

MR. SOLIS: Okay. So you are his niece?

WITNESS: His niece, yes.

MR. SOLIS: All right. What about Carolyn Rush? Is that the Congressman's wife?

WITNESS: Yes.

MR. SOLIS: Okay. Is she paid at all by the church?

WITNESS: No, no.

MR. SOLIS: The Beloved Community Family Services Organization.

WITNESS: Yes.

MR. SOLIS: Do you know what that is?

WITNESS: Yes.

MR. SOLIS: What is that organization?

WITNESS: It's a not for profit organization, and they
help members of the community with different
services. They have Afterschool Matters program
there, where there are, you know, 50 to 60
children that come there a couple of times a
week and during the school year. And they're
there every day during the summer. And they
help adults with computer services and, you
know, teaching them computers and things like
that. They do a lot in the community.

MR. SOLIS: Do you work at all or volunteer at all with the
Family Services Organization?

WITNESS: No.

MR. SOLIS: Okay. Do you know who does work there?

WITNESS: The -- the director is Delphine Rankin, and
there are other people there; but I don't know
their titles. Do you just want their names?

MR. SOLIS: Yeah. Anybody you can think of off the top of
your head who might work there.

WITNESS: Okay. Cynthia -- oh, gosh. What is her last
name? I'm sorry. I'm drawing a blank on her
last name.

MR. SOLIS: That's quite all right.

WITNESS: Calvin Hoarde and Michael. And I'm -- I'm
drawing a blank on his last name also.

MR. SOLIS: Okay.
WITNESS: Oh, there's Lahesha. I can't -- okay. I'm sorry. I should know their last names.

MR. SOLIS: No, no, no. That's quite all right.

WITNESS: I see them every day.

MR. SOLIS: That's quite all right. And if you see them every day, you know, what -- what relationship does the church have to the Family Services Organization?

WITNESS: They actually have a space in the same building as us. Well, we're supposed to be renting them a space, but they haven't been able to pay rent. So we're just providing them with a space.

MR. SOLIS: How was that organization started?

WITNESS: I don't know. It was started before --

MR. SOLIS: Okay. Do you know --

WITNESS: -- I came on board.

MR. SOLIS: Do you know if Congressman Rush or his family had anything to do with starting that organization?

WITNESS: Yeah. I don't know. I'm sorry.

MR. SOLIS: Okay. Do you know if Carolyn Rush, Congressman Rush's wife, if she has any sort of working capacity with that organization?

WITNESS: I know she is on the board.

MR. SOLIS: Okay. And what do you know of her work on the
board? What is her responsibilities on the
board?

WITNESS: I don't know. I know that they used to have
meetings on Saturdays right before the core
group would meet. So she would be there for the
meetings that they would have.

MR. SOLIS: Okay.

WITNESS: I'm assuming it was once a month, but I'm not
sure.

MR. SOLIS: Okay. Do you know if Carolyn Rush was paid by
the Family Services Organization?

WITNESS: I don't think she was, but I don't know.

MR. SOLIS: Beloved Community Family Wellness Center.

WITNESS: Mm-hmm.

MR. SOLIS: You've heard of that?

WITNESS: Yes.

MR. SOLIS: What do you know about that organization?

WITNESS: It's -- it's a community kind of a clinic where
people in the community can go and get health
services.

MR. SOLIS: Okay. Do you know who works there?

WITNESS: The only person that I know by name that works
there is Margie Johnson, and she is the
director.

MR. SOLIS: What about Kacy Rush? Do you know who Kacy Rush
WITNESS: Yes. Mm-hmm.

MR. SOLIS: Who is that?

WITNESS: That is Pastor Rush's daughter.

MR. SOLIS: Okay. Do you know if she does any work for the Wellness Center?

WITNESS: Well, I believe she's on the board. I just found out recently, maybe a couple of months ago, that she's on the board. So I don't know how long she's been on the board.

MR. SOLIS: Okay. Is she paid by the Wellness Center?

WITNESS: I don't know. I don't know. Yeah.

MR. SOLIS: And both of those organizations, Beloved Community Family Services Organization and Beloved Community Family Wellness Center, besides Carolyn Rush and Kacy Rush, do you know if any other member of Congressman Rush's family works for either one of those two organizations?

WITNESS: I don't think so. I don't think so.

MR. SOLIS: Okay. What is the relationship between the church and those two organizations?

WITNESS: Well, as far as Family Services, like I told you, we're -- I guess we're the landlords.

MR. SOLIS: Okay.

WITNESS: I guess we would be considered that, and I think
that's -- that's the only relationship that we have with them. The Wellness Center, they're not located in our building. So I don't think there's a relationship there.

MR. SOLIS: Okay.

MR. PAYNE: Family Services, how are they funded?

WITNESS: I don't know -- I don't know. Yes. I don't know.

MR. PAYNE: And you mentioned that there -- the church is the landlord.

WITNESS: Mm-hmm.

MR. PAYNE: Is there any type of agreement, any lease?

WITNESS: There is a lease. Mm-hmm.

MR. PAYNE: And what is the monthly rent?

WITNESS: I believe it's 1484.

MR. SOLIS: A month?

WITNESS: A month. I'm sorry.

MR. SOLIS: Okay. And you said they have not been able to pay that yet?

WITNESS: No.

MR. SOLIS: Right? Okay.

MR. ZENOFF: I'm not sure she said "yet." Have they ever paid that?

MR. SOLIS: Sorry about that.

WITNESS: They have paid it in the past.
MR. ZENOFF: They have paid in the past?

WITNESS: I'm sorry. Yes.

MR. SOLIS: I misinterpreted that.

WITNESS: I'm sorry. They have paid it in the past --

MR. SOLIS: Okay.

WITNESS: -- but they've run into some financial difficulties.

MR. SOLIS: Do you know when they would have stopped paying rent?

WITNESS: It has been about a year.

MR. SOLIS: Okay. Does the church give any money to either the Family Services Organization or the Wellness Center?

WITNESS: No.

MR. SOLIS: So as your role as administrative assistant who makes expenditures on behalf of the church, you're not aware of any donations or gifts made by the church to those organizations?

WITNESS: No, no. Not at all. No.

MR. SOLIS: Okay. Do you know about Congressman Rush's role, if any, with either one of those organizations?

WITNESS: I don't -- he's not on the board or anything like that. I don't think he has any decision-making position with either one of those.
MR. SOLIS: Has he ever talked to you about either one of
those organizations?

WITNESS: No, no.

MR. SOLIS: Have you spoken to Congressman Rush about the
fact that we would be talking to you today?

WITNESS: I haven't talked to him about us coming today,
but I -- we did have a meeting with Pastor Rush,
and the core group, and Scott Thomas.

MR. SOLIS: And what was that meeting about?

WITNESS: To inform the core group of the investigation
and to meet Mr. Thomas.

MR. SOLIS: Did Mr. Thomas speak at that meeting?

WITNESS: He did. Yes.

MR. SOLIS: What did he talk about?

WITNESS: He kind of gave us, I guess, an overview of --
of the steps that would be taken during the
investigation.

MR. SOLIS: Did he go over with you the topics that we might
be asking you about?

WITNESS: He -- well, I don't -- not -- I don't think he
talked about -- this was a couple of weeks ago
that we had this meeting. No. I don't think
so. I don't think he gave us the -- the
questions that you guys would ask us. No.

MR. SOLIS: Okay. You know, for example, we asked you
questions about Citizens for Rush's donations made to the church. So I'm just wondering --

WITNESS: Well, we talked about that there was a story that was written about Congressman Rush, and that was one of the things that was brought up in the story. So we did talk about that.

MR. SOLIS: So at that meeting you discussed about the press article --

WITNESS: Yes.

MR. SOLIS: -- that had been written about Representative Rush?

WITNESS: Yes.

MR. SOLIS: Okay. What did Representative Rush say at the meeting?

WITNESS: I believe he brought up the article. This was before Mr. Thomas came into the meeting, and he told us that there is an investigation going on. And that he had hired an attorney, and he wanted the attorney to come and speak to us.

MR. SOLIS: Did either Representative Rush or Mr. Thomas talk about the fact we'd be asking questions about any compensation that the church would pay to anybody?

WITNESS: No. At -- at the time of the meeting, we didn't know how in depth the investigation would go.
So --

MR. SOLIS: Okay.

WITNESS: Yeah.

MR. SOLIS: Just to go back real quick to Citizens for Rush.

Are you aware of that name? That's Representative Rush's campaign committee.

WITNESS: Mm-hmm.

MR. SOLIS: We discussed it earlier.

WITNESS: Mm-hmm.

MR. SOLIS: Have you ever worked for Citizens for Rush on a volunteer basis or paid?

WITNESS: No.

MR. SOLIS: Okay.

MR. PAYNE: I want to make sure that I understand some things you discussed earlier when we did the bill paying.

WITNESS: Mm-hmm.

MR. PAYNE: So in a situation where there's not enough money to pay the bills, and then you -- you mentioned that you then speak to the pastor.

WITNESS: Mm-hmm.

MR. PAYNE: What then happens when you tell the pastor about the shortfall?

WITNESS: Sometimes we would have to put the bill off until we can get the funds. We've been pretty
good for a while now. There may be a donation
then too. Yeah.
MR. PAYNE: Donation from where?
WITNESS: I can't recall the different places that it
would be made from, but we usually get a
donation from, you know, I guess, companies that
make donations to churches or not for profit
organizations.
MR. PAYNE: So you're saying in that situation, the pastor
may reach out to a company or organization to
then have them donate to the church?
WITNESS: Yes. Mm-hmm.
MR. PAYNE: And some of those donations have come from the
campaign as well in those circumstances?
WITNESS: I can't say that that's what was going on during
a time when we got the donations because I just
don't remember, but I do know that we get
donations from companies.
MR. SOLIS: And the Congressman has discussed this with you
that if you -- we're short on the utility or
some sort of payment that the church needs to
make, I'm going to reach out to somebody to get
a donation? Does he ever --
WITNESS: No.
MR. SOLIS: Then what connection do you make then when
you're -- when you're -- the funds are a little
low and a company or some entity makes a
donation to the church? What do you think
happens? How do you think that happened or came
to be?

WITNESS: Well, no. I will -- it's -- usually if we're
unable to pay the staff, the musicians, then
I'll, you know, reach out to Congressman Rush
and let him know that we don't have enough to
pay the musicians.

MR. SOLIS: And is it your understanding that then he makes
a phone call or contacts somebody in order to
secure a donation?

WITNESS: I believe so. Yeah. I believe so.

MR. SOLIS: Why do you believe that?

WITNESS: Because, you know, they might have to wait a
couple of weeks, but they, you know, eventually
get paid. So if we're not able to make it up
with tithes and offering, then we will have a
donation made to the church.

MR. SOLIS: Has Congressman Rush ever talked about a
specific company or specific entity that he
would get a donation from to cover those bills?

WITNESS: No.

MR. SOLIS: When -- going back to the donations from his
campaign committee.

WITNESS: Mm-hmm.

MR. SOLIS: And he brings you a check. Does he ever say to you, make sure this goes to this bill, to this payment that you have to make?

WITNESS: Well, anytime I go to him because we're low, it's usually like for a particular thing. So it's usually the payroll for the band.

MR. SOLIS: Okay. So some of these donations from his campaign committee could be meant for a specific debt or obligation that the church has?

WITNESS: It's -- it's hard to say with these -- showing me exact checks and payments because I just don't know what was going on during that time.

MR. SOLIS: Okay.

WITNESS: So it's kind of hard to say what these payments were for.

MR. SOLIS: From 2011 on --

WITNESS: Yeah.

MR. SOLIS: -- do you have any idea of whether or not those were for a specific debt or obligation the church had?

WITNESS: Yeah. I'm sorry. I don't know because I don't remember.

MR. PAYNE: This may just help so we have in our
understanding. For the drummer, how much is he
paid per --

WITNESS: He's 200.

MR. PAYNE: Okay. And then the organist?

WITNESS: He's 700. Oh, no, no. I'm sorry. These are
every two weeks. I'm sorry. These are
biweekly. I'm sorry.

MR. PAYNE: These are --

WITNESS: Biweekly.

MR. PAYNE: -- biweekly?

WITNESS: Yes.

MR. PAYNE: So $700 biweekly for the organist, 200 for the
drummer?

WITNESS: Yes.

MR. PAYNE: And how much for the -- for James Teague?

WITNESS: 200.

MR. PAYNE: I know -- and Jeff Rush you told us, but what is
it again?

WITNESS: His is 600.

MR. PAYNE: Okay. And then finally, Johnnie May -- okay,
Johnnie May Robinson.

WITNESS: Johnnie May.

MR. PAYNE: Johnnie May.

WITNESS: She left. I believe it was in June.

MR. PAYNE: What was her salary?
WITNESS: She was 500 every two weeks.

MR. PAYNE: Okay. Thank you.

MR. SOLIS: I think that is all the questions we have for you.

WITNESS: Okay.

MR. SOLIS: So thank you very much.

WITNESS: Thank you.

MR. SOLIS: Alright.

END OF INTERVIEW
**IMPORTANT** We are unable to set up an employee without a valid Social Security Number !!!

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**Primary Phone**

Date of Birth: 09-14-1966

**Division (2)**

**Branch (4)**

**Department (6)**

**Team (8)**

Worker's Comp Classification Code

**State to Withhold (or Local/County)**

- **Federal**: S M 3 FLAT or EXTRA $ or %
- **State**: S M 3 FLAT or EXTRA $ or %
- **Local**: S M 3 FLAT or EXTRA $ or %

**Voluntary Scheduled Deductions**

Deduction Name
Permanent Rate
One-Time Amount

When completed, please fax this form to Payville USA at (630) 350-3900.
If you have any questions about this form, call (630) 350-2600.
EXHIBIT 16
## SCHEDULE B (FEC Form 3)
### ITEMIZED DISBURSEMENTS

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

### NAME OF COMMITTEE (In Full)

**CITIZENS FOR RUSH**

#### A. Angerholzer Broz Consulting, LLC

- **Mailing Address:** 499 South Capitol Street SW Suite 422
- **City:** Washington
- **State:** DC
- **Zip Code:** 20003
- **Date of Disbursement:** 08/02/2013
- **Amount of Each Disbursement this Period:** 22000.00
- **Transaction ID:** SB21.16317

#### B. Beloved Community Christian Church

- **Mailing Address:** 6430 S. Harvard
- **City:** Chicago
- **State:** IL
- **Zip Code:** 60600
- **Date of Disbursement:** 07/23/2013
- **Amount of Each Disbursement this Period:** 2100.00
- **Transaction ID:** SB21.16307

#### C. H & W Printing

- **Mailing Address:** 3616 Oak Lane
- **City:** Mount Rainer
- **State:** MD
- **Zip Code:** 20712
- **Date of Disbursement:** 08/02/2013
- **Amount of Each Disbursement this Period:** 917.68
- **Transaction ID:** SB21.16313

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FEC Schedule B (Form 3) (Revised 02/2009)
EXHIBIT 17
## SCHEDULE B (FEC Form 3)
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**Purpose of Disbursement**

Fundraising Consultant

**Candidate Name**

**Office Sought:**

- House
- Senate
- President

**Disbursement For:**

- Primary
- General
- Other (specify)

**Amount of Each Disbursement this Period**

**Transaction ID:** SB21.16317

### B. Beloved Community Family Services

**Mailing Address** 6430 S Harvard Ave.

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**Purpose of Disbursement**

Donation

**Candidate Name**

**Office Sought:**

- House
- Senate
- President

**Disbursement For:**

- Primary
- General
- Other (specify)

**Amount of Each Disbursement this Period**

**Transaction ID:** SB21.16307

### C. H & W Printing

**Mailing Address** 3616 Oak Lane

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**Purpose of Disbursement**

Printing

**Candidate Name**

**Office Sought:**

- House
- Senate
- President

**Disbursement For:**

- Primary
- General
- Other (specify)

**Amount of Each Disbursement this Period**

**Transaction ID:** SB21.16313

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**SUBTOTAL** of Disbursements This Page (optional)

**TOTAL** This Period (last page this line number only)

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FEC Schedule B (Form 3) (Revised 02/2009)
EXHIBIT 18
May 6, 2014

Omar S. Ashmawy, Staff Director and Chief Counsel
Congress of the United States
House of Representatives
Office of the Congressional Ethics
P. O. Box 895
Washington D.C. 20515-0895

Dear Mr. Ashmawy,

Per the request from the Congressional Office of Ethics dated March 6, 2014, below are responses to the request. In addition, enclosed are copies of documentation to the request.

1. The names and contact information of all property owners of BCFS, or land that the BCFS occupied, at any point between January 1, 2007 and the present date:

2. The names, contact information, and job description of all directors, officers, managers, and employees of BCFS at any point between January 1, 2007 and the present date:

The following is a list of employee of BCFS since January 1, 2007:
Delphine F. Rankin, Executive Director, 691 Madisen Lane, University Park, Illinois 60484 (708) 287-
Tammy A. Taylor, Director Hope and Healing, 1300 West 96th Street Chicago, Illinois 60643 (773) 370-
Lahesha Williams, Director Bridge Academy, 1840 S. Karlov Avenue Chicago, Illinois 60623 (773) 234-
Sherry Benjamin, Director Bridge Academy, 3311 South Calumet, Chicago, Illinois 60615 (312) 504-
Darryl Thomas, Life Skills Manager, 14501 S. Wentworth Riverdale, IL. 60827 (773) 501-
Jackie, Life Skills Manager
Michael Hudson, Substance Abuse Specialist, 637 Hoxie Calumet City, Illinois 60409 (773) 449-
Calvin Hoarde, Substance Abuse Specialist, 7917 South Hermitage Avenue Chicago, Illinois 60620 (773) 656-
Thomas Cole, Life Skills Manager, 10653South Champlain Chicago, Illinois 60628 (773) 25-
Veronica Ford, Mental Health Therapist, (9315 S. Peoria, Chicago, Illinois 60620,(937) 554-
Rachel Friend, Youth Development Specialist, 14635 Woodlawn Ave, Dolton, Illinois (708) 880-
Victoria Snow, Director, 7609 S. Euclid Avenue, Chicago, Illinois 60649 (312) 287-
See attached Board of Director’s contact list.

3. The names and contact information of all individuals authorized to make disbursements from BCFS funds at any point from January 1, 2007 and the present date. This request includes, but not limited to, individuals making payments for utilities and any debts owed by BCFS.

Delphine F. Rankin – 691 Madisen Lane, University Park, Illinois 6048
Carolyn Rush – 3518 South Calumet, Chicago, Illinois

4. Documents identifying business structure of BCFS from January 1, 2007 to the present date.

See attached Articles of Incorporation

5. Documents identifying federal and state designation of BCFS from January 1, 2007 to the present date.

See attached IRS-501 C3 Letter

6. The names and contact information of any entity affiliated with BCFS at any point between January 1, 2007 and the present date. This request includes, but not limited to, entities where BCFS shares common property owners, officers, and directors.

N/A

7. All documents regarding any compensation paid by BCFS to Representative Bobby Rush or any member of his family from January 1, 2007 to the present date. This request includes, but not limited to, copies of W-2 forms, W-4 forms, or 1099.

Representative Rush nor any member of his family has ever received compensation from BCFS at any point from January 1, 2007 to the present date.

8. All files, records, notes, communications, and any other documents that concern any contributions from Citizens for Rush congressional campaign committee to BCFS, or any affiliated entity of BCFS, from January 1, 2007 to the present date.

BCFS received a contribution from Citizens for Rush in the amount of $2100 in July 2013. See attached bank deposit.

If you have any additional questions, feel free to contact me at (773) 488- or by email at @belovedfamily.org

Sincerely,

Delphine F. Rankin
Executive Director

Enclosure
BELOVED COMMUNITY FAMILY  
SERVICES INC PAYROLL ACCOUNT  
6430 S HARVARD AVE  
CHICAGO IL 60621

NON PROFIT CHECKING ACCOUNT

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Customer Service Telephone: 800.905.7725