House Calendar No. 136


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## LETTER OF TRANSMITTAL

> House of Representatives, Committee on ETHics, Washington, DC, March 22, 2018.

Hon. Karen L. HaAs,
Clerk, House of Representatives, Washington, DC.

Dear Ms. HaAs: Pursuant to clauses 3(a)(2) and 3(b) of Rule XI of the Rules of the House of Representatives, we herewith transmit the attached report, "In the Matter of Allegations Relating to Representative Bobby L. Rush." Sincerely,

SUsan W. Brooks, Chairwoman.
Theodore E. Deutch, Ranking Member.

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# House Calendar No. 136 

# IN THE MATTER OF ALLEGATIONS RELATING TO REPRESENTATIVE BOBBY L. RUSH 

March 22, 2018.-Referred to the House Calendar and ordered to be printed

Mrs. Brooks of Indiana, from the Committee on Ethics, submitted the following
R E P O R T

In accordance with House Rule XI, clauses 3(a)(2) and 3(b), the Committee on Ethics (Committee) hereby submits the following Report to the House of Representatives:

## I. INTRODUCTION

On June 10, 2014, the Office of Congressional Ethics (OCE) transmitted to the Committee a Report and Findings (OCE's Referral) relating to Representative Rush. OCE's Referral discussed two allegations, recommending further review of one and dismissal of the other.

OCE recommended the Committee further review an allegation that Representative Rush has occupied and used office space in a Chicago shopping center for over two decades, without paying any rent. OCE found substantial reason to believe that the free use of office space represented serial in-kind contributions to Representative Rush's state and federal electoral campaigns, and that the value of these campaign contributions exceeded state and federal limits. OCE recommended dismissal of a separate allegation that Representative Rush improperly converted campaign funds to personal use. That allegation centered on a donation that Representative Rush's federal campaign committee, Citizens for Rush, reported making to the Beloved Community Christian Church (BCCC), which for some period employed and paid his son. OCE found that the donation, made in July 2013, was actually misreported and made to a different entity. OCE thus recommended the Committee dismiss this allegation.

In the latter part of 2014, while the Committee was reviewing OCE's Referral and supplemental materials, Representative Rush's
federal campaign committee reported another donation to BCCC. Given this additional donation, the Chairman and Ranking Member authorized Committee staff to investigate the issues surrounding both alleged donations to BCCC, as well as the allegation involving Representative Rush's receipt of free office space.

Following its investigation, the Committee concluded that the rent-free office space was a gift to Representative Rush, which he accepted in violation of House rules and federal law. With respect to Representative Rush's donations of campaign funds to the BCCC, the Committee concurred in OCE's finding that the July 2013 donation was made not to the BCCC but to an entity that did not employ and compensate any members of Representative Rush's family. As for the 2014 donation, the Committee found that Representative Rush's son was not on the BCCC's payroll when the BCCC received those funds. Accordingly, the Committee concluded that Representative Rush did not violate laws or House Rules that prohibit the conversion of campaign funds to personal use.

This Report discusses the Committee's findings and conclusions in this matter. The Committee unanimously voted to adopt this Report, which will serve as a reproval of Representative Rush for accepting an impermissible gift. Furthermore, the Committee unanimously found that Representative Rush must repay the value of the impermissible gift, amend his Financial Disclosure Statements to reflect the gift, and either vacate the office space or commence paying for the space within six weeks of the publication of this Report. Finally, the Committee unanimously voted to dismiss the allegations related to donations of campaign funds to the BCCC.

## II. PROCEDURAL HISTORY

OCE undertook a preliminary review of this matter on January 29, 2014. On February 28, 2014, OCE initiated a second-phase review. On May 29, 2014, the OCE Board unanimously voted to adopt the Findings and refer the matter to the Committee with a recommendation for further review. The Committee received OCE's Referral on June 10, 2014.

Representative Rush then submitted a response to the Committee, through counsel. ${ }^{1}$ After the Committee received OCE's Referral and Representative Rush's response, Citizens for Rush disclosed in a report to the Federal Election Commission (FEC) that on October 9, 2014, it made a donation to the BCCC in the amount of $\$ 10,000 .{ }^{2}$ Thereafter, the Committee published OCE's Referral and Representative Rush's response, and publicly announced that the Committee would investigate the matter under Committee Rule 18(a). ${ }^{3}$

Some of the allegations reviewed by the Committee occurred before the 112 th Congress, prior to the Committee's general investigative jurisdiction, which includes the current and three previous

[^0]Congresses. However, pursuant to House Rule XI, clause 3(b)(3) and Committee Rule 18(d), the Committee voted to determine that these allegations were directly related to alleged violations that occurred within the Committee's general jurisdiction and did investigate those allegations. ${ }^{4}$

In the course of its investigation, the Committee issued requests for information to Representative Rush and to the entities that own and manage the office space leased to Representative Rush. In response to those requests, the Committee received and reviewed over 1,400 pages of materials. The Committee also interviewed ten individuals, including Representative Rush, who appeared voluntarily before the Committee. Representative Rush fully cooperated with the Committee's investigation.

In December 2017, the Committee notified Representative Rush that it was considering the adoption of a public report that would serve as a reproval of him regarding this matter. Before the Committee decided how to resolve this matter, in accordance with House Rules, Representative Rush was invited to be heard by the Committee in writing and/or in person. ${ }^{5}$ Representative Rush declined the invitation to be heard by the Committee. Ultimately, the Committee determined that the appropriate resolution of this matter was to issue this Report, which will serve as a reproval of Representative Rush's conduct.

## III. HOUSE RULES, LAWS, REGULATIONS, AND OTHER STANDARDS OF CONDUCT

A federal statute, 5 U.S.C. § 7353, prohibits federal officials, including Members of Congress, from soliciting or accepting anything of value, except as provided in rules and regulations issued by their supervising ethics office. For House Members, either the Committee or the "House of Representatives as a whole" is the "supervising ethics office." ${ }^{6}$ Accordingly, the House, through House Rule XXV, clause 5 (the Gift Rule), has defined the gifts Members may accept consistent with federal law. The Gift Rule prohibits a Member from knowingly accepting a gift unless it fits within one of the rule's enumerated exceptions. ${ }^{7}$ The Gift Rule defines a "gift" broadly, as "a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value." 8

House Rule XXIII, clause 6(a), requires that a Member keep his campaign funds separate from personal funds. House Rule XXIII, clause 6(b) prohibits a Member from converting "campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures."

[^1]Similarly, the Federal Election Campaign Act (FECA), 52 U.S.C. $\S 30114(\mathrm{~b})$, prohibits the conversion of campaign contributions to personal use. FEC regulations specify that a donation of campaign funds to a charitable organization may be deemed to be a prohibited conversion if "the candidate receives compensation from the organization before the organization has expended the entire amount donated for purposes unrelated to his or personal benefit." ${ }^{9}$ In its advisory opinions, the FEC has indicated that the prohibition applies to receipt of compensation not just by candidates but also by members of their family. ${ }^{10}$

Finally, House Rule XXIII, clauses 1 and 2, state that a Member "shall behave at all times in a manner that shall reflect creditably on the House," and "shall adhere to the spirit and the letter of the Rules of the House."

## IV. BACKGROUND

## A. REPRESENTATIVE RUSH'S CAREER AS AN ELECTED OFFICIAL

In 1983, Representative Rush was elected as Alderman to represent Ward 2 of the City of Chicago. In 1984 and in 1990, respectively, he also became the Committeeman for Ward 2 and the State Committeeman for the 1st District of Illinois. As a Ward and State Committeeman, Representative Rush supported and promoted candidates for local office and interfaced with constituents.

In 1992, Representative Rush was elected to the U.S. House of Representatives as the Representative for Illinois' 1st Congressional District. After he was sworn in as a Member of Congress in 1993, Representative Rush gave up his Alderman post. In 2008, he also ceded his position as Ward Committeeman. Representative Rush continues to serve as a State Committeeman.

## B. REPRESENTATIVE RUSH'S OFFICE SPACE IN LAKE MEADOWS SHOPPING CENTER

## 1. The 1989 lease and Representative Rush's failure to pay rent

In August 1989, while he served as Alderman for the City of Chicago, Representative Rush signed a one-year lease for office space located at 3361 S. Martin Luther King Drive, Unit C-6, Chicago, Illinois (1989 Lease). ${ }^{11}$ The office was situated in Lake Meadows Shopping Center, which was located in Representative Rush's eventual congressional district. Lake Meadows Shopping Center was owned by Lake Meadows Associates, an Illinois limited partnership. Lake Meadows Associates was itself owned by three limited liability companies. Pursuant to a management agreement, Lake Meadows Associates delegated all day-to-day management responsibilities, including rent collection, to Draper and Kramer, Inc. (Draper and Kramer). ${ }^{12}$

[^2]The 1989 Lease named "Bobby Rush, an individual" as the tenant. ${ }^{13}$ Although Representative Rush signed the lease as an individual, the lease specified that the office would be used as "an aldermanic office for Alderman Rush's local Chicago political ward, known as the Second Ward." 14 The lease also stated that the "Tenant's Trade Name" was "Alderman Bobby Rush," 15 although it made clear that the "trade name" is not the identity of the "tenant" bound by the lease. ${ }^{16}$

By signing the 1989 Lease, Representative Rush agreed to pay a monthly rent of $\$ 1,126.49$, which was comprised of a fixed minimum rent of $\$ 627.00$, a common area use charge of $\$ 343.87$, an insurance charge of $\$ 10.04$, and a real estate tax charge of $\$ 145.58 .{ }^{17}$ Representative Rush also agreed to remit a security deposit of $\$ 1,881.00 .{ }^{18}$ An executed copy of the lease was forwarded to Representative Rush in December 1989.19 Because a third party occupied the office space and was delayed in vacating it, Draper and Kramer permitted Representative Rush to make his first rental payment in January 1990, approximately seven months after the lease was executed. ${ }^{20}$

Representative Rush told the Committee the City of Chicago had paid the rent for his previous Aldermanic office, and that he expected the City to also pay for the Lake Meadows office. ${ }^{21}$ However, this never happened. Representative Rush did not make the first required rent payment in January 1990, and apparently never paid the security deposit specified by the 1989 Lease. Draper and Kramer's records indicate that throughout 1990, Representative Rush was repeatedly asked to pay rent, and he made several promises to pay, even delivering two checks that were returned for insufficient funds. ${ }^{22}$ Both checks were drawn from the same account, which one of the checks identified as the "Alderman Bobby Rush Contingency Account." ${ }^{23}$

By September 1990, Representative Rush's unpaid rent balance had grown to $\$ 14,937.19 .{ }^{24}$ In an internal Draper and Kramer memo dated September 19, 1990, the property manager stated that she had not issued a notice of eviction to Representative Rush, "pending direction of ownership," and concluded: "I believe that in order to have him vacate at the end of his lease term, we will be forced to take legal action." ${ }^{25}$ The property manager recommended that Draper and Kramer "proceed with action to remove the alderman from space C-6." ${ }^{26}$

Despite this recommendation, Draper and Kramer never sent Representative Rush a notice that it intended to initiate legal action against him, and it never petitioned a court to evict Representative Rush or force him to pay back rent. Instead, on November 5,

[^3]1990, Draper and Kramer notified Representative Rush that his one-year lease had expired (as of October 31, 1990) and that he would be considered a month-to-month tenant "at the same terms and conditions outlined in the initial lease document." ${ }^{27}$

Representative Rush told the Committee he did not recall ever receiving this notice, which was included in a letter sent to his home address. ${ }^{28}$ Nor did he recall ever being told that Draper and Kramer, or anyone else, considered him to be a tenant in the Lake Meadows office space after the 1989 Lease expired, with continuing obligations under the lease. ${ }^{29}$

Despite Representative Rush's lack of recollection, the documentary record is clear that, for several years after the lease expired and Representative Rush converted to a month-to-month tenancy, Draper and Kramer continued trying to collect rent from Representative Rush. ${ }^{30}$ These collections efforts consisted of phone calls to Representative Rush, in-person discussions with him, and written requests. Draper and Kramer's collections log shows that in response to these efforts, Representative Rush made additional promises to pay between 1990 and 1992. ${ }^{31}$ Representative Rush also told Draper and Kramer he would set up an arrangement with the City of Chicago to cover the rent. ${ }^{32}$ However, neither Representative Rush nor the City of Chicago actually paid any rent.

Sometime in the mid-1990s, several years after Representative Rush was elected to Congress, Draper and Kramer's senior management instructed the property manager who oversaw Lake Meadows Shopping Center to suspend all collections efforts involving Representative Rush. ${ }^{33}$ Despite numerous queries to current and former Draper and Kramer employees, the Committee could not conclusively determine who at Draper and Kramer issued the instruction to suspend collections efforts, precisely when it was issued, or what motivated the decision. Several witnesses told the Committee that Representative Rush's position as Alderman, as well as his other political associations, may have been a factor. ${ }^{34}$ These witnesses acknowledged this was speculation, and not based on any conversations with Draper and Kramer employees or owners. ${ }^{35}$ However, two documents produced to the Committee lend some credence to these suppositions. According to a 1997 inter-office memorandum, by January 1991-one year after the commencement of Representative Rush's lease, and several months after the lease expired-the unpaid rent balance was over $\$ 19,000$, "with numerous promises to pay having been made over the prior year." 36 Immediately following this recitation, the memo stated "(It must be noted that at this time we were asking [for] the Alderman's assistance with the termination of the Newsstand's right to occupy the

[^4]North-East corner of King Dr.)" 37 Of course, this preceded Representative Rush's election to Congress by nearly two years. Another internal Draper and Kramer memo, written in 1999, six years after Representative Rush joined the House, stated: "This tenant [Representative Rush] owes $\$ 25,272.10$ in rent and charges. The last rental payment was made in June 1997. In light of the political issues associated with this tenant, how do we want to proceed?" ${ }^{38}$ Neither the author nor the recipient of this memo was able to explain to the Committee the meaning of "political issues." ${ }^{39}$ For his part, Representative Rush denied providing any assistance to Draper and Kramer, or any of the owners of the Lake Meadows Shopping Center, at any time during his tenure in Congress. ${ }^{40}$ The Committee found no evidence that Representative Rush was ever asked for, or provided, such assistance.

Even after Draper and Kramer stopped actively seeking rent payments from Representative Rush, the company continued to treat him like a bona fide tenant in other respects, both internally and in sporadic communications with Representative Rush. For instance, accounting records show that through the 1990s, 2000s, and to the present, Draper and Kramer itemized what Representative Rush was supposed to have paid each month in rent and fees. ${ }^{41}$ In conjunction with this detailed accounting, Draper and Kramer appears to have sent Representative Rush certain billing statements that summarized his unpaid rent balance. For example, a September 2000 statement noted that Representative Rush owed $\$ 57,031.52 .{ }^{42}$ Additionally, Draper and Kramer periodically contacted Representative Rush with reminders of the responsibilities he had to maintain the appearance and condition of his leased space. In a 1997 letter, a then-vice president of operations requested that Representative Rush fix broken windows, remove dirt and obsolete campaign signs from windows, and coordinate with the gas company to avoid losing heating in the space. ${ }^{43}$

In a similar letter in 2004, a property manager asked Representative Rush to reimburse Draper and Kramer for plumbing work done at the office and to obtain liability insurance. ${ }^{44}$ Although the letter was sent to Representative Rush's House district office, and addressed to his longtime Executive Assistant, Representative Rush did not recall receiving the letter or being told of it. ${ }^{45}$ In the letter, the property manager noted that the lease required Representative Rush to provide the landlord with a certificate of insurance, and failure to do so "can be considered a default of the terms

[^5]of your lease agreement." ${ }^{46}$ The property manager told the Committee that the "lease" she referenced in the letter was the month-to-month tenancy arrangement of which Representative Rush was notified in 1990, after the 1989 Lease expired. ${ }^{47}$ The property manager also told the Committee that Representative Rush never responded to the 2004 letter, reimbursed the landlord for the plumbing work, or provided a certificate of insurance. 48

## 2. Representative Rush's use of the office space

Representative Rush does not dispute that for 27 years he has been the sole occupant and primary user of the office space at Lake Meadows Shopping Center. In submissions to the Committee, Representative Rush has asserted that he used the office space for two primary purposes. First, the space was used as storage for a variety of items, including a photocopier, old campaign materials, files from Representative Rush's tenure as an alderman, and "a few old desks, old file cabinets, and old sets of shelves dating back 20 years." ${ }^{49}$ According to Representative Rush, this storage use of the space, though constant from the time Representative Rush joined the House to the present, has been of limited value, particularly in recent years. Representative Rush has described the current contents of the office as "junk" that is "useless" or "essentially worthless." ${ }^{50}$

Representative Rush has also stated that he used the Lake Meadows office between 1993 and 2008, sporadically and for irregular periods, for a variety of other purposes, including (1) meetings between Representative Rush as Ward or State Party Committeeman and prospective local candidates; (2) meetings between Representative Rush and his federal campaign committee Treasurer; (3) as the campaign headquarters for his sister, in 1995, when she ran for a Chicago Alderman position; (4) social meetings with residents of the area surrounding the office; and (5) classes offered by a non-profit organization in the 2007-2008 period. Representative Rush has asserted that any use of the office for meetings and other non-storage purposes wound down after he gave up his position as Chicago Ward Committeeman in 2008, and the Committee found no evidence to the contrary. As Representative Rush stated in July 2014, the office space "has not been used by anyone at all for any meetings or gatherings the last two years, and at most has served as the dormant repository for abandoned 'junk' that has been there for many years now." ${ }^{51}$ Representative Rush told the Committee in 2017 that he had not vacated the office space since the OCE investigation began in 2013 because he "didn't want to interfere with any investigations or what have you, tampering with anything." ${ }^{52}$

Representative Rush has estimated that all of his uses of the office, other than for the non-profit classes, totaled 5 days per year (at 8 hours per day) from the time he became a House Member in 1993 through 2008. ${ }^{53}$ Representative Rush estimated the non-profit

[^6]organization he lent the Lake Meadows office to in 2007 and 2008 used the space for approximately 120 hours. ${ }^{54}$

## C. CITIZENS FOR RUSH DONATIONS TO BELOVED COMMUNITY CHRISTIAN CHURCH

## 1. $B C C C$

Representative Rush founded BCCC,55 a 501(c)(3) charitable organization, in approximately $2002 .{ }^{56}$ Since its early days, Representative Rush has been BCCC's pastor and teacher, and a member and leader of its core group, which makes decisions for the church. ${ }^{57}$ He receives no payments from the church. ${ }^{58}$

BCCC uses a single operating account to hold donations to the church and to pay bills and salaries. ${ }^{59}$ Representative Rush has no control over that account, and while he can sign checks drawn on the account, two additional signatures are required. ${ }^{60}$ As the manager of BCCC's finances, the secretary is responsible for receiving, depositing, and cataloguing all donations, and for writing checks to cover bills and to pay salaries to BCCC's employees. ${ }^{61}$ Over the years, BCCC has paid salaries to three of its musicians and the custodial engineer. ${ }^{62}$

## 2. Representative Rush's son worked at BCCC

Representative Rush's son began working for BCCC as a custodial engineer in July $2013 .{ }^{63}$ He was paid $\$ 300$ per week, at the same rate as his predecessor. ${ }^{64}$ He received his salary payments on a bi-weekly basis. ${ }^{65}$ During Representative Rush's son's employment with BCCC, there were several periods when the church did not have enough money to pay him. Representative Rush's son estimated that BCCC still owes him around $\$ 2,200$ in back pay. ${ }^{66}$

Representative Rush's son told the Committee he stopped working for BCCC in the spring of $2014,{ }^{67}$ and the last payment he received from the church was in March 2014.68 BCCC's secretary had a different recollection, believing that Representative Rush's son worked at BCCC until the fall of $2014 .{ }^{69}$ Representative Rush told the Committee his son was no longer on BCCC's payroll in October $2014 .{ }^{70}$

[^7]
## 3. July 23, 2013, donation of campaign funds

In its October 2013 Quarterly FEC report, Citizens for Rush disclosed that on July 23, 2013, it made a $\$ 2,100$ donation to BCCC. ${ }^{71}$ On April 15, 2014, Citizens for Rush amended this report to reflect that the $\$ 2,100$ donation had instead been made to Beloved Community Family Services (BCFS), a different non-profit entity. ${ }^{72}$ BCFS's bank statement confirmed that on July 23, 2013, BCFS deposited $\$ 2,100$ into its account. ${ }^{33}$ BCCC's secretary, the individual responsible for receiving and recording BCCC's incoming donations, told the Committee that she had been unaware of the July 23, 2013, donation's existence until this matter came under investigation in $2014 .{ }^{74}$

In his communications with OCE, Representative Rush affirmed that the July 23, 2013, donation was intended for and made to BCFS, not BCCC. ${ }^{75}$ Although Representative Rush had been involved in helping BCFS during its formation, he has not served as an officer or a member of its board. ${ }^{76}$ Over the years, various members of Representative Rush's family have sat on the BCFS board, but they did not receive compensation for those services. ${ }^{77}$

## 4. October 9, 2014, donation of campaign funds

In a Pre-General Election FEC Report that Citizens for Rush filed on October 23, 2014, the campaign committee disclosed that on October 9, 2014, it made a disbursement to BCCC in the amount of $\$ 10,000$. BCCC's secretary told the Committee that she received the $\$ 10,000$ check from Representative Rush. ${ }^{78}$ When he handed her the check, Representative Rush issued no instructions other than asking that the money be deposited into BCCC's account. ${ }^{79}$

BCCC's secretary told the Committee that when she received and deposited the $\$ 10,000$ donation into BCCC's single operating account, Representative Rush's son was still employed by the church. ${ }^{80}$ The secretary could not, however, recall whether at that time, in October 2014, BCCC was paying Representative Rush's son for his work or if this was one of the periods when BCCC was in arrears on salaries. ${ }^{81}$ In an August 2015 letter, Representative Rush advised the Committee that his son "has not been compensated for quite some time" because BCCC's stained glass window collapsed in late October 2014 and the church had been experiencing financial difficulties. ${ }^{82}$ Representative Rush's son told Committee staff that BCCC did not pay him in 2014, and that the church in fact owed him back pay, which he never received. ${ }^{83}$

[^8]
## V. FINDINGS

## A. REPRESENTATIVE RUSH ACCEPTED A GIFT OF OFFICE SPACE THAT EXCEEDED THE GIFT RULE LIMITS

## 1. Representative Rush received a gift of rent-free office space

The Gift Rule prohibits a Member from knowingly accepting a gift unless it fits within one of the Rule's enumerated exceptions. ${ }^{84}$ A "gift" is defined as "a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value." ${ }^{85}$ The Committee considered whether the arrangement between Draper and Kramer and Representative Rush, which allowed the Member to occupy and use office space for his entire tenure in the House without any payment of rent, was a "forbearance," i.e., Draper and Kramer had a legal right to demand payment of rent from Representative Rush at all times and chose not to. If so, the value of the gift to Representative Rush would be simple: the full value of the forbearance, which would be the amount of rent that was not paid. Ultimately, the Committee concluded Draper and Kramer likely waived its legal right to collect rent. However, the Committee also concluded the office space was an "item having monetary value." As such, the office space was a gift, and was subject to the strict limits of the Gift Rule. That rule permits a Member to accept a gift (not otherwise prohibited) only if it fits within one of the enumerated exceptions. If no exception applies, then the gift may be accepted only if the Member "reasonably and in good faith believes" it has a value of less than $\$ 50$ and a cumulative value from one source during a calendar year of less than $\$ 100 .{ }^{86}$

## 2. Rent-free use of the office did not amount to a campaign contribution

The Gift Rule has one exception that, in light of how OCE interpreted the facts of this matter, bears examining. Specifically, the Gift Rule exempts from its prohibitions the receipt of 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 the election to a State or local government office, or attendance at a fundraising event sponsored by a political organization described in section 527 (e) of the Internal Revenue Code of 1986." ${ }^{87}$ OCE found substantial reason to believe Draper and Kramer made recurring in-kind contributions to the campaign committees for Representative Rush's state and federal positionsCitizens for Rush and Friends of Bobby Rush-by allowing those committees to use the Lake Meadows office without taking legal action to force Representative Rush to pay rent. Based on its method of valuing the office space, OCE concluded that the campaign contributions exceeded the limits set by federal law, and from 2011 on, by Illinois law. ${ }^{88}$ OCE thus found substantial reason to believe the

[^9]contributions were not "lawfully made under the Act" and did not fit within the exception to the Gift Rule. ${ }^{89}$ Accordingly, any campaign contributions in excess of federal and state limits represented gifts to Representative Rush, which the Gift Rule did not allow him to accept or retain.

The Committee also concluded that the Gift Rule and its limitations applied to Representative Rush's receipt of the rent-free office space. However, the Committee found the office space was a gift to Representative Rush personally, not a contribution to his federal and state campaigns. The Federal Election Campaign Act of 1971 (FECA) defines a campaign contribution as "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office." ${ }^{90}$ (Emphasis added). The Illinois Campaign Financing Act includes a similar definition. ${ }^{91}$ FECA further specifies that an inkind contribution is made by any person "in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate, his authorized political committees, or their agents." 92 Accordingly, when considering whether a candidate's receipt of a free or discounted good or service should be considered a contribution to the candidate's electoral campaign, the intent of the person providing the good or service is important. ${ }^{93}$

In this case, there is no evidence that Draper and Kramer, or the owner of the Lake Meadows Shopping Center, Lake Meadows Associates, knowingly provided free office space to Representative Rush's state or federal campaign committees, or that they did so for the purpose of influencing, or in connection with, any of Representative Rush's campaigns. Indeed, the available evidence is all to the contrary. Most importantly, the lease provided that the office would be used as an Aldermanic office, and not for any other purpose. ${ }^{94}$ Thus, Draper and Kramer expressly did not authorize use of the office for Representative Rush's state and federal campaigns. Under a similar set of facts, the FEC found that where a landlord leased office space to a person who was not a candidate or campaign committee, and that person allowed a campaign committee to use the space free of charge, the landlord did not intend to make an in-kind contribution to the campaign committee. ${ }^{95}$ As in this

[^10]case, the terms of the lease permitted use of the space for a specific, non-campaign, purpose, and the lease prohibited the tenant who signed the lease from subletting the space to any other tenant without the landlord's express permission. ${ }^{96}$ It is also significant that, according to the President and CEO of Draper and Kramer, he believed Representative Rush had vacated the Lake Meadows office soon after he became a month-to-month tenant in late $1991 .{ }^{97}$ His surprise that Representative Rush occupied the space for the next twenty years is obviously inconsistent with any intent to make an in-kind contribution to Representative Rush's campaigns.

The FEC's General Counsel reached a different conclusion with respect to an apartment that Representative Charlie Rangel rented as a residential unit but used as a campaign office. ${ }^{98}$ However, the facts in this case are distinguishable from Representative Rangel's circumstances. In the Representative Rangel matter, the FEC's General Counsel noted that the lease required residential use of the unit, and prohibited subletting without the landlord's consent, ${ }^{99}$ but nonetheless found that the landlord made in-kind contributions to Representative Rangel's campaign committees by allowing the committees to use the unit for rent that was below-market for a comparable office space. It appears the FEC's General Counsel was willing to "look past" the lease restrictions because the evidence showed that the landlord's employees or executives knew or should have known Representative Rangel was using the unit as a campaign office, contrary to the terms of the lease. The evidence for this conclusion included the landlord's receipt of rent checks from the campaign committees, and emails from the committees including the apartment address and unit number, as well as testimony from a senior executive of the landlord company that he knew the campaign committees were using the apartment as an office. ${ }^{100}$ None of those facts exist in this case, and each relevant fact is to the contrary: (1) Representative Rush's campaign committees never paid rent to, or communicated with, the landlord, Draper and Kramer; (2) the President of Draper and Kramer, along with other company officers and employees, had no idea the committees were using the office space; ${ }^{101}$ (3) while one Draper and Kramer executive may have known that Representative Rush was still occupying the office space as late as 2009 , internal communications to the executive indicated the tenant was the "2nd Ward Democratic Party"; (4) the signage on the outside of the Lake Meadows

[^11]office reads "2nd Ward Regular Democratic Party Bobby Rush," 102 which refers to Representative Rush's former position as the Alderman of Chicago's Second Ward; there is no indication on the exterior of the office that it has ever housed Representative Rush's state or federal campaign committees. Consistent with all of this evidence, Draper and Kramer's internal records of the rent due on the Lake Meadows office continued to identify it as the "Second Ward Office" or "Second Ward Democratic Party" until at least 2009, and there is no reason to believe that designation has changed since then. ${ }^{103}$

Thus, based on the factors the FEC has considered in other matters, the failure of Draper and Kramer, and Lake Meadows Associates, to collect rent on the Lake Meadows office which Representative Rush leased as "Bobby Rush, an individual," to house a local elected office-did not result in an in-kind contribution to Representative Rush's state or federal campaign committees because the lease only permitted the office to be used as an Aldermanic office and the evidence does not show that Draper and Kramer or Lake Meadows Associates knew or should have known the campaign committees were the "true" tenants.

There is also no evidence that Representative Rush viewed the office space as a contribution to his state or federal campaigns. He never disclosed it as such on state or federal campaign filings before OCE began its investigation, and when he subsequently revised those filings, he listed the unpaid rent as debts of his state committeeman and federal campaign committees, not as contributions (which would not incur an obligation to repay).

Thus, there is no indication that the rent-free office space Representative Rush received was ever intended to be, or would fit within the legal definition of, a campaign contribution. Accordingly, the Committee found the rent-free office space was a gift to Representative Rush, not a contribution to his campaigns.

## 3. Value of the gift of office space

The Committee has a longstanding practice of finding Members should repay the value of improper gifts they accept. ${ }^{104}$ Although the Committee has not previously addressed the issue of a gift in the form of free office space, In the Matter of Representative Don Young, the Committee found Representative Young must repay the value of free lodging he accepted in violation of the Gift Rule. ${ }^{105}$ Likewise, In the Matter of Representative Jean Schmidt, the Committee found Representative Schmidt must repay over $\$ 500,000$ for legal services she received but was not billed for, even though she was unaware that a private entity had paid for them. ${ }^{106}$

[^12]As previously discussed, Representative Rush signed a lease for the Lake Meadows office in August of 1989, which required him to pay $\$ 1,126.49$ per month, inclusive of both rent and "common access charges" for shared services such as security and sanitation, for the one-year lease term. When the written lease expired, the landlord mailed a letter to Representative Rush's home, notifying him that "your occupancy is on a month-to-month basis only, at the same terms and conditions outlined in the initial lease document." ${ }^{107}$ The notice further stated that the landlord "reserves the right to terminate this lease upon 30 days written notice." ${ }^{108}$ Draper and Kramer never provided notice of termination of the lease. Thus, by both the terms of the letter and in the view of the company's employees, ${ }^{109}$ Representative Rush remains a month-tomonth tenant today.

Representative Rush told the Committee he has no recollection of receiving any notice that he was bound by the lease for the Lake Meadows office after the original lease expired on October 31, 1990. ${ }^{110}$ The Committee accepts Representative Rush's lack of recollection, but there is no reason to believe he did not receive the notice mailed to his home. Moreover, the lease Representative Rush signed states: "Notice and demands [to the tenant] shall be deemed to have been given when mailed." ${ }^{111}$ Finally, as previously discussed, Draper and Kramer sent Representative Rush numerous letters over the years, to his home address, his House District office, and the Lake Meadows office, indicating that he was still a "tenant," and that he remained bound by the terms of the lease. Indeed, some of these notices informed Representative Rush that he continued to accrue an increasingly substantial balance of pastdue rent. ${ }^{112}$

Given this, there is an argument that Lake Meadows Associates, the owners of the Lake Meadows office, had a legal right to require Representative Rush to pay the full monthly charges specified in the 1989 Lease, from the start of the lease to the present. Once Representative Rush was sworn in as a House Member in January 1993, he was subject to the Gift Rule, which currently prohibits a Member from accepting any gift unless it fits within an enumerated exception to the Gift Rule. If no exception applies, and the gift is not otherwise prohibited, the Member may accept a gift valued at less than $\$ 50$, or totaling less than $\$ 100$ from a single source in a year. ${ }^{113}$ The Gift Rule defines such a gift broadly, and includes a "forbearance." Although the Gift Rule does not define that term, a forbearance is generally defined as "[t]he act of refraining from enforcing a right, obligation, or debt." ${ }^{114}$ Thus, if Lake Meadows Associates, or its agent Draper and Kramer, had a legal right to collect the amount specified in the 1989 Lease from Representative Rush, and that right continued until the present, then the total
${ }^{109}$ See, e.g., 18(a) Interview of Property Manager C.
110 18(a) Interview of Representative Rush.
${ }^{111}$ See Exhibit 1 at $\S 24.11$.
112 See, e.g., Exhibit 18 (noting "your past due balance of $\$ 29,517.10$ " and stating this "past due balance is due with your May 1999 charges above."); Exhibit 17 (September 2000 rent statement addressed to Representative Rush at the Lake Meadows office, with a "balance due" of \$57,031.52).
${ }^{113}$ The Gift Rule has changed several times since 1993. See p. 21.
114 Black's Law Dictionary (Tenth Ed.) at 760.
value of the gift to Representative Rush during the 24 years he has been subject to the Gift Rule as a Member is the amount he was obligated to pay, under the 1989 Lease, from 1993 to the present.

While this formulation of the value of the gift is both simple and clear, the Committee did not find it appropriate as a matter of law. The failure to collect rent from Representative Rush was a forbearance only if Draper and Kramer, acting as the agent for Lake Meadows Associates, had a legal right to collect the rent. But it is likely that, at some point during Representative Rush's tenure in the House, Draper and Kramer effectively forfeited this right. Indeed, this appears to have been an intentional waiver. In a 1990 memo, written before Representative Rush was elected to Congress, the property manager for the Lake Meadows office recommended to her superiors that they take legal action to evict Representative Rush and collect the overdue rent. Draper and Kramer never did so. Instead, sometime in the mid-1990's, management directed the property managers to cease all efforts to collect the rent. While the occasional automated reminder of a past-due balance may have gone out, Draper and Kramer never issued a formal demand for payment to Representative Rush or initiated any legal action to evict him or obtain a money judgement against him.

Given this course of conduct, it appears that Draper and Kramer waived its right to collect rent from Representative Rush. Under Illinois law, "[p]arties to a contract have the power to waive provisions placed in the contract for their benefit and such a waiver may be established by conduct indicating that strict compliance with the contractual provisions will not be required." 115 Waiver of a contractual right can be implied or express. 116 "An implied waiver of a legal right may arise when conduct of the person against whom waiver is asserted is inconsistent with any other intention than to waive it." 117 Where the non-breaching party to a contact "has intentionally relinquished a known right, either expressly or by conduct inconsistent with an intent to enforce that right, he has waived it and may not thereafter seek judicial enforcement." 118 Further, "[a] party to a contract may not lull another into a false assurance that strict compliance with a contractual duty will not be required and then sue for noncompliance." ${ }^{119}$ Here, the record is clear that Draper and Kramer's management decided, before Representative Rush was elected to the House, that it would not enforce its legal right to sue him for nonpayment of rent. Thus, Draper and Kramer engaged in "conduct inconsistent with an intent to enforce that right . . . and may not thereafter seek judicial enforcement." ${ }^{120}$

The common law doctrine of laches may also apply in these circumstances. The Supreme Court of Illinois has defined laches as "a neglect or omission to assert a right, taken in conjunction with a lapse of time of more or less duration, and other circumstances causing prejudice to an adverse party, as will operate to bar relief

[^13]in equity." ${ }^{121}$ For laches to apply, a plaintiff must have knowledge of his right, yet fail to assert it in a timely manner. ${ }^{122}$ Here, there is no question that Draper and Kramer believed it had a right to initiate a legal action to evict Representative Rush from the Lake Meadows office and force him to pay the past-due rent. ${ }^{123}$ Yet Draper and Kramer never acted to enforce its rights, and made an explicit decision not to do so. The prejudice to Representative Rush is clear: if he believed a court would one day force him to pay 27 years of back rent, there is little doubt he would have vacated the Lake Meadows office long ago. ${ }^{124}$

Under either a theory of waiver or laches, the Committee believes Draper and Kramer forfeited any legal right to collect unpaid rent from Representative Rush long ago. Accordingly, as a matter of law, Representative Rush did not receive the benefit of a forbearance from the payment of rent for the Lake Meadows office.

However, this does not mean the office space was not a gift to Representative Rush, or that the gift had no value. The House Ethics Manual states:
[W]hen a Member . . . is offered a tangible item, a service, or anything else, he or she must first determine whether the item has monetary value. If it does, then the individual may accept it only in accordance with provisions of the gift rule. This is so even if the donor obtained the gift without charge. ${ }^{125}$
This statement is immediately followed by an example:
A Member has been invited to play golf by an acquaintance who belongs to a country club, and under the rules of the club, the guest of a club member plays without any fee. Nevertheless, the Member's use of the course would be deemed a gift to the Member from his host, having a value of the amount that the country club generally charges for a round of golf. ${ }^{126}$
While the facts here are more complex, the same principle applies: even if Draper and Kramer at some point waived its right to collect overdue rent from Representative Rush, and even if Draper and Kramer lost nothing by allowing Representative Rush to use the space, the office still had value to Representative Rush. That value was a gift to Representative Rush.

The facts here bear some resemblance to those in the Carib News matter, where several Members accepted gifts of travel from a private trip sponsor. An investigative subcommittee (ISC) determined that some of the travel expenses were in fact paid by other entities,
${ }^{121}$ Meyers v. Kissner, 149 Ill.2d 1, 12 (1992).
${ }^{122}$ See Bremer v. Bremer, 411 Ill. 454, 468, 104 N.E.2d 299 (1952).
${ }^{123}$ See Exhibit 6.
${ }_{124}$ While laches is a defense generally applicable in actions for equitable relief-while a suit for unpaid rent would be an action at law-the Illinois Supreme Court has held that "laches analysis is no longer mechanically applied to all actions denominated equitable, particularly where such an application would frustrate the intent of the legislature." See Sundance Homes v. County of Du Page, 195 Ill. 2d 257, 271 (Ill. Feb. 16, 2001). Further, laches may apply where a plaintiff seeks both legal and equitable remedies. See General Auto Service Station, LLC v. Garrett, 2016 IL App (1st) 151924, at 4 (Mar. 2, 2016). It appears that would be true if Draper and Kramer sought to enforce the lease with Representative Rush, as it would sue for both legal relief (unpaid rent) and the equitable remedy of eviction.
${ }^{125}$ House Ethics Manual (2008) at 32 (hereinafter Ethics Manual).
${ }^{126}$ Id.
which could not sponsor private travel. ${ }^{127}$ The ISC thus attempted to determine the value of these impermissible gifts to the Members. One sticking point was the air travel several Members accepted; according to the airline that provided tickets to the private trip sponsor, the tickets were "promotional," and were thus supplied at no cost. ${ }^{128}$ Given this, the Committee found that the value of the tickets "should have been reported . . . at the fair market value pursuant to the gift rule because the tickets had no face value." ${ }^{129}$ This presented a different issue: the airline "advised the Subcommittee that an actual value for the tickets could not be determined because of the nature of the promotional tickets. However, they subsequently provided the walk-up fare that would have been charged if the tickets were purchased the day of travel at the ticket counter." ${ }^{130}$ Ultimately, the ISC concluded that Members should be required to repay this "walk-up fare" for their flights, ${ }^{131}$ even though the private trip sponsor would not have waited until the last minute to arrange Member travel, and the walk-up fare was likely higher than the fare for an advance purchase.

In this case, the Lake Meadows office did have a "face value"the amount specified in the lease-when Representative Rush rented it. However, because the landlord slept on its rights to collect the rent from 1990 to the present, the office is now more akin to the "promotional fare" that Members received for air travel in Carib News, meaning a price that is artificial, and does not reflect the item's true market value. In Carib News, flights from the United States to Antigua had a promotional fare of $\$ 0$. Here, the landlord effectively charged Representative Rush $\$ 0$ in rent, even when it had the right to collect the rent specified in the lease, and ultimately waived its right to collect even that amount.

The fact that Draper and Kramer effectively, and intentionally, waived its right to collect rent from Representative Rush for the Lake Meadows office means only that the gift of office space to him cannot be valued solely by reference to the lease Representative Rush signed. However, Representative Rush still received a thing of value. Given this, the Committee was required to find an alternative way to calculate the fair market value of the gift. In Carib News, the fair market value of the flights was based on a hypothetical day-of-travel purchase, which was likely higher than the rate any Member or sponsor, booking travel months in advance, would have actually paid. In this case, the alternative value, based on Representative Rush's actual use of the office space, is lower than the rent specified in the lease. In light of the uncommon, factspecific circumstances in both matters, the Committee felt comfortable utilizing these alternative market valuations.

Ultimately, given the passage of time and the limited evidence from third-party sources regarding how the Lake Meadows office was used, and to what degree, the Committee largely accepted the valuation proposed by Representative Rush himself, which is based

[^14]on Representative Rush's own estimates of how and when he used the office. This estimate relies on the replacement value of the office space, meaning what Representative Rush would have had to pay to use similar space to a similar extent.

As previously discussed, Representative Rush has asserted that he used the office space for two primary purposes: for storage of old office equipment and records from his time as a Chicago Alderman, and, more intermittently, for a variety of meetings, campaign activities (both his own and of other candidates), and classes offered by a non-profit organization to educate at-risk youth.

If Representative Rush had moved out of the Lake Meadows office when he was sworn in to the House in 1993, and chosen to find storage space for his old Aldermanic files and file cabinets, along with a few tables, a photocopier, and other office equipment, he would have had to pay something for that space. Representative Rush has asserted that a comparable storage space in the same area would cost him $\$ 250$ per month. ${ }^{132}$ However, the Committee did not find that this storage value of the space represented a gift to Representative Rush because it is clear from Representative Rush's testimony to OCE and the Committee, and from the rest of the factual record, that Representative Rush would not have paid the replacement cost of the space. Instead, Representative Rush has stated, and the Committee has no reason to doubt, that he views the items stored in the Lake Meadows office as "junk" that is "useless"" or "essentially worthless." 133 Consistent with this view, Representative Rush told OCE in 2014 he "sees no value in keeping the old Aldermanic or Committeeman records, sees no value in the old copy machines stored there, and is perfectly willing to clear out the space, and hand over the keys immediately because the space really has no practical value to his Committeeman operation." ${ }^{134}$ He made a similar statement to the Committee, saying he was "perfectly willing to empty out the space today, [and] discard the old equipment, records, and other items stored there." 135 Given these statements, and the low value Representative Rush assigned to the contents of the Lake Meadows office, the Committee determined that if the landlord of the space had ever demanded payment of rent, Representative Rush would have simply disposed of whatever items the office contained. Accordingly, it was not necessary or appropriate for the Committee to calculate the replacement value of the storage components of the office space, because that usage would not have been replaced.

The same cannot be said of the use of the office as a meeting space. Representative Rush told OCE he used the office space for a variety of in-person meetings over the years, and that many of those meetings were necessary to the performance of his roles as a Ward and State Committeeman. ${ }^{136}$ Thus, the Committee found

[^15]Representative Rush would have had to find, and presumably pay for, meeting space to replace the Lake Meadows office. Of course, the office was not used continuously, and it seems to have been used less and less over the years. Indeed, the primary use of the space, as a Ward Committeeman office, ended in 2008 when Representative Rush relinquished that office. ${ }^{137}$

Representative Rush has estimated that all of the non-storage uses of the office, with the exception of the non-profit organization's classes, totaled 5 days per year (at 8 hours per day) from the time he became a House Member in 1993 through 2008. ${ }^{138}$ The Committee found the record consistent with this estimate. ${ }^{139}$ The record also supports Representative Rush's estimate that the non-profit organization used the space for approximately 120 hours in 2007 and 2008. ${ }^{140}$ However, these estimates includes uses of the space by people other than Representative Rush. Representative Rush did not lead, and was not responsible for, the non-profit's classes, and there is no reason to think he would have paid to rent space to hold the classes, if he did not have the empty Lake Meadows office. Likewise, Representative Rush's estimates include other candidates' use of the space for their local office campaigns. There is no indication Representative Rush would have rented campaign offices for any unrelated candidates. ${ }^{141}$ Thus, these uses of the Lake Meadows office had no replacement value to Representative Rush because he would not have paid to replace them. Further, to the extent Representative Rush allowed a non-profit organization or other candidates to use the office, the free space was a gift to them, not to Representative Rush.

Accordingly, the Committee did not calculate a replacement value for use of the Lake Meadows office by the non-profit organization to teach classes to at-risk youth. The Committee also subtracted from Representative Rush's estimate of the total use of the office space the Committee's own estimate of usage by other candidates. These calculations were necessarily imprecise. However, the Committee believed they reflected a fair assessment of the value of the Lake Meadows office attributed to Representative

[^16]Rush's own use of the space. The Committee thus estimated Representative Rush himself used the Lake Meadows office for approximately three days a year, at eight hours a day, from 1993 to 2008, for a total of 384 hours.

Representative Rush has stated that a meeting space with the same capacity as the Lake Meadows office, in the same area, currently rents for $\$ 65$ per hour. ${ }^{142}$ However, it appears the rental rate was significantly lower in previous years, and the Committee estimated the YMCA meeting space, or similar space, would have rented for no more than $\$ 40$ between 1993 and 2008. ${ }^{143}$ Accordingly, for a total of 384 hours of usage between 1993 and 2008, the Committee estimated the replacement value of the Lake Meadows office for meeting space at $\$ 15,360$.

Although the Committee's valuation of the gift to Representative Rush is largely based on the Member's own estimate of the replacement value of the space, Representative Rush has also asserted that the space may have had no value, or that his occupancy of the office provided a value to the Lake Meadows Shopping Center, which offset whatever he received in free use of the space.

Several current and former Draper and Kramer employees told Committee staff that the Lake Meadows office was "unleasable," ${ }^{144}$ by which they seemed to mean that, in the years between 1989 and the present, no tenant could be found who would pay the rent Representative Rush agreed to pay. This was in part due to the physical condition and surroundings of the shopping center, which have varied from bleak to improved over the years, and in part due to the location of the Lake Meadows office, in a dark and somewhat isolated corner of the shopping center. However, no Draper and Kramer witnesses suggested that the office space was unleasable at any price, and there is no reason to think the space had literally zero value to its owners. Even if that were true, as previously discussed, an item that has no cost (or value) to the giver of a gift may still have value to the recipient. ${ }^{145}$ In this case, the office space clearly had value to Representative Rush, although his use of the space varied over time. Indeed, Representative Rush has acknowledged that he would have been required to pay some amount for storage and meeting space if he could not use the Lake Meadows office for those purposes. Accordingly, the free use of that space was subject to the Gift Rule.

Representative Rush has also argued that the presence of his office in a downtrodden shopping center was of some benefit to Draper and Kramer, and this benefit should offset the rent he did not pay. ${ }^{146}$ But the Gift Rule cannot be applied in this way. A lobbyist who invites a Member on a trip with clients may obtain a significant benefit from the Member's presence. However, that value does not decrease the value of the gift of travel to the Member. Likewise, in this case it is likely that Lake Meadows Shopping Center derived some benefit from having Representative Rush as a tenant; his office increased foot traffic in a corner of the shopping center and may have lent some prestige to the complex. Yet this does not

[^17]lessen the value of the space to Representative Rush. That value to the Member is the basis for valuing the gift to Representative Rush.

During the years when Representative Rush was actively using the Lake Meadows office for meetings, the Gift Rule varied in the treatment of gifts a Member could accept. From 1993, when Representative Rush was sworn in to the House, through 1995, Members could accept gifts from a single source of up $\$ 250$ per year. Thus, for that period, Representative Rush exceeded the Gift Rule limit by $\$ 710$ per year. From 1996 through 1998, Members could accept a gift only if it fit within one of the exceptions to the Gift Rule, which the gift of office space to Representative Rush did not. Finally, from 1999 to the present, the Gift Rule has permitted a Member to accept a gift if it fits within an exception to the rule, or, if no exception applies, the gift was valued at less than $\$ 50$. Under this version of the Gift Rule, a Member may accept several gifts from a single source in a calendar year that total less than $\$ 100$ in value, as long as none of the gifts from that source are valued at $\$ 50$ or more. According to the framework of the Gift Rule for the period from 1996 to present, the free office space Representative Rush received during those years exceeded the allowable amount by $\$ 960$ per year. In total, inclusive of the period from 1993 to 2008, Representative Rush exceeded the gift limit by \$14,610.

This is a substantial sum, and the Committee recognizes, as it has in other matters, that requiring repayment imposes a burden on the Member. ${ }^{147}$ However, in these circumstances and in light of its precedents, the Committee has no other option. ${ }^{148}$ Under the Committee's precedents and the clear requirements of the Gift Rule and federal law, a Member may not retain, and must return, any gift in excess of what the rules allow. ${ }^{149}$ In this case, that means Representative Rush must repay the value of the free office space he received. ${ }^{150}$ In doing so, Representative Rush must use personal funds, as the gift was made to Representative Rush personally, and was not meant to be, and did not carry any indicia of, a campaign contribution. However, because Representative Rush's state and federal campaigns were the actual users of the office, Representative Rush may charge them reasonable rents. ${ }^{151}$ Accordingly, while

[^18]Representative Rush must repay the impermissible gift out of personal funds, his state and federal campaign committees may pay him rent in the amount of the fair market value of the space. ${ }^{152}$

## B. CONVERSION OF CAMPAIGN FUNDS TO PERSONAL USE

The Committee did not find that Representative Rush converted campaign funds to personal use. With respect to the allegation OCE referred to the Committee, with a recommendation of dismissal, the Committee concurred with OCE's finding that Representative Rush's federal campaign committee did not actually make a donation to BCCC in 2013, but instead donated funds to a separate entity, which never employed or compensated Representative Rush or his family members. The Committee found that Representative Rush's federal campaign committee did make a $\$ 10,000$ donation to BCCC in October 2014, and that the church at one time employed Representative Rush's son. However, the record did not establish that Representative Rush's son was on BCCC's payroll on or after the date of the donation. While witnesses had conflicting memories regarding the timeline of Representative Rush's son's work for BCCC, tax filings and other records do not show any payments to Representative Rush's son in or after October 2014. Accordingly, the Committee did not find that any part of the donated campaign funds were used for the personal benefit of Representative Rush or any member of his family.

## C. HOUSE RULE XXIII, CLAUSES 1 AND 2

As stated in previous reports, the Committee observes two basic principles when applying the first two clauses of the Code of Conduct. First, Members must at all times act in a manner that reflects creditably upon the House. Second, the Code of Conduct and other standards of conduct governing the ethical behavior of the House community are not criminal statutes to be construed strictly, but rather-under clause 2 of House Rule XXIII—must be read to prohibit violations not only of the letter of the rules, but of the spirit of the rules. Ethical rules governing the conduct of Members were created to assure the public of "the importance of the precedents of decorum and consideration that have evolved in the House over the years." 153 The standard "provide[s] the House with the means to deal with infractions that rise to trouble it without burdening it with defining specific charges that would be difficult to state with precision." 154 The practical effect of clause 2 is to allow the Committee to construe the ethical rules broadly, and prohibit Members from doing indirectly what they would be barred from doing directly. The Ethics Manual states that "a narrow technical

[^19]reading of a House Rule should not overcome its 'spirit' and the intent of the House in adopting that and other rules of conduct." ${ }^{155}$

The Committee, after analyzing the conduct at issue in this matter under these standards, found that Representative Rush violated House Rule XXIII, clauses 1 and 2, by accepting gifts of free office space over the entire length of his time in Congress, a period of 24 years. Representative Rush has explained that he viewed the Lake Meadows office space as having very little value, that Draper and Kramer never initiated legal action to evict or force him to pay rent, and that he made only minimal use of the space, particularly since 2008. ${ }^{156}$ When asked to explain why he believed he could occupy and use the office space without ever paying rent, Representative Rush stated "I never really thought about it." ${ }^{157}$ The Committee accepted Representative Rush's explanations as genuine, including his assertion that, had the landlord taken legal action against him, he would have vacated the office space, or at least renegotiated the rent. ${ }^{158}$ However, these explanations are not excuses. Further, even if Representative Rush's explanations demonstrated compliance with the letter of the Gift Rule-which they do not-he clearly did not follow the rule's spirit. Representative Rush knew, for more than two decades, that he occupied and made use of office space without paying for it. He should have known, as several Draper and Kramer employees confirmed, that this was a highly unusual commercial arrangement. ${ }^{159}$ Yet he appears to have never questioned whether it was appropriate, particularly in light of the strict limits on gifts a Member may receive. In this respect, Representative Rush's actions are comparable of those the Committee considered in The Matter of Representative Don Young, where the Member "was, at best, blithe with respect to the question of gift rule compliance," and exhibited a "casual attitude" regarding the relevant rules. ${ }^{160}$

In numerous matters, the Committee has found that Members violated House Rules without any intent to do so, merely because they did not pay attention to the applicable standards of conduct. ${ }^{161}$ As the Committee explained in the Young matter, such inattention to the rules, which results in significant or repeated violations, can justify a public reproval:
[T]here is no evidence that [the Member] actually intended to receive inappropriate gifts, or purposefully violated the rules . . . But there are a range of mindsets between completely innocent and unforgivably corrupt. Somewhere along that span sit Members who fail to exercise care that a reasonable Member would exercise in similar circumstances to ensure compliance with the Code of

[^20]Conduct. And in cases where a Member fails to exercise that care - where they 'should have known' . . . or they 'lack[ed] . . . discernible policies' for compliance . . . the Committee has consistently reproved the offending Members. ${ }^{162}$

In this case, Representative Rush should have known that he could not accept the use of office space, over a 24 year period, without making any effort to determine whether the Gift Rule allowed it. The resulting violations were both foreseeable and entirely avoidable. Thus, consistent with its precedent, the Committee has decided to publicly reprove Representative Rush. ${ }^{163}$

## D. DISCLOSURE OF IMPERMISSIBLE GIFTS

The Ethics in Government Act (EIGA) requires disclosure of gifts received during the year, from someone other than a relative, whose aggregate value exceeds minimal value," as defined by that statute. ${ }^{164}$ Over the period Representative Rush has occupied the Lake Meadows office, the statutory definition of "minimal value" has varied, but has always been less than the annual value of the gifts office space Representative Rush received. ${ }^{165}$ Any required disclosures are made on Schedule VI of a Member's annual Financial Disclosure Statement.

From 1993 to 2008, Representative Rush received gifts of office space from Draper and Kramer that exceeded the annual gift limit for each year. These gifts were not disclosed on Representative Rush's Financial Disclosure Statements for the relevant period. Given that Representative Rush did not believe the free use of the Lake Meadows office was a "gift" to him, it is not surprising that he did not make the necessary disclosures. ${ }^{166}$ However, now that the Committee has determined Representative Rush received gifts of free rent, he must disclose them on his Financial Disclosure Statements unless and until the gifts are repaid. ${ }^{167}$

## VI. CONCLUSION

In 1989, two years before his election to Congress, Bobby Rush was a Chicago Alderman, seeking an Aldermanic office in the heart of his city Ward. Representative Rush signed a standard commercial lease, as an individual, for a space in the Lake Meadows Shopping Center, filled the office with furniture, equipment, and records, and opened it for city business. However, Alderman Rush did not pay the security deposit or rent due under the lease, and over time his back rent continued to increase. When the lease expired in 1991, Alderman Rush was told he would be treated as a month-to-month tenant, with no change to his obligations under

[^21]the lease. Still, Alderman Rush did not pay the rent, and in January 1993, he became Congressman Rush, and quickly resigned from his Aldermanic post. If the story of Representative Rush's Lake Meadows office ended there, the Committee's investigation of this matter would have never begun.

Unfortunately, Representative Rush neither vacated the office in 1993 nor commenced paying rent. Instead, from his election to Congress through the present, Representative Rush has continued to occupy the Lake Meadows office, using it, or allowing others to use it, for a variety of purposes in the early years and solely for storage of old records and "junk" since 2008. Representative Rush has offered a variety of reasons for his failure to pay any rent in this time, but the simplest explanation seems the most likely: the landlord stopped asking for payment more than two decades ago, and Representative Rush never considered whether this informal, unstated arrangement was a gift he could not accept. Ultimately, the Committee concluded Representative Rush did receive a gift, which exceeded the strict limits of the House Gift Rule. Thus, Representative Rush is required by the rules and under the Committee's precedent to personally repay the gift's value. Representative Rush must also vacate the Lake Meadows office, or commence paying for his use of the space, within six weeks of the publication of this Report.

The Committee accepted Representative Rush's assertion that he did not intend to accept an impermissible gift, but found that the violation in this case was caused by inattention to the relevant rules. Consistent with its precedent, the Committee decided to reprove Representative Rush for his significant, though unintentional, violation of the Gift Rule, and to require him to repay the value of the gift he could not accept. Representative Rush has accepted the Committee's findings, and the Committee appreciates that he has accepted responsibility for his conduct. While commendable, Representative Rush's acceptance of responsibility does not overcome the need for reproval. Thus, the Committee issued this Report as a reproval of Representative Rush, and will consider the matter closed upon Representative Rush's repayment of the amount specified herein.

## VII. STATEMENT UNDER HOUSE RULE XIII, CLAUSE 3(C)

The Committee made no special oversight findings in this Report. No budget statement is submitted. No funding is authorized by any measure in this Report.

## APPENDIX A

## CONFIDENTIAL

# Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended <br> OFFICE OF CONGRESSIONAL ETHICS UNITED STATES HOUSE OF REPRESENTATIVES 

## REPORT

Review No. 14-8751
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 inkind contributions in violation of Illinois state law, House rules, and federal law.

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

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.

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FINDINGS OF FACT AND CITATIONS TO LAW
Review No. 14-8751

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## OFFICE OF CONGRESSIONAL ETHICS <br> 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 inkind 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

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resolution." ${ }^{1}$ The House adopted this Resolution on March 11, 2008. Because the conduct under review occurred after March 11, 2008, review by the Board is in accordance with the Resolution.

## 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 $29,2014 .^{2}$ 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. ${ }^{3}$
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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(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. § $100.52(\mathrm{a})$ states: "A gift, subscription, Ioan (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. $\oint 100.52(d)(1)$ states: "For purposes of this section, the term anything of value includes all in-kind contributions. Unless specifically exempted wnder 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, persomel, 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 coniribution 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."

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16. II 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 parthership 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 ${ }^{4}$ that is a parther."
17. The Federal Election Commission contribution Iimits for 2007-2008, 2009-2010, 20112012, and 2013-2014 are $\$ 4,600, \$ 4,800, \$ 5,000$, and $\$ 5,200$ per election, respectively. ${ }^{5}$
18. 2 U.S.C. $\S 434(b)(3)(A)$ 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 . . . ."
19. Illinois Elections Code, Article 9 , section 9-8.5 states: "Limitations on campaign contributions.
(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) $55,000^{\top}$ from any individual, (ii) 810,000 from any corporation, labor organization, or association,

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## CONFIDENTIAL

## Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended or (iii) $\$ 50,000$ from a candidate political committee or political action committee." ${ }^{*}$

16. Illinois Elections Code, Article 9, section 9-I0 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...."
17. The House Ethics Mamal 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 low.""

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 Conmissioner, 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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## Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended <br> a fundraising event sponsored by a political organization described in section $527(e)$ of the Internal Revenue Code of 1986."Io <br> Special Favors or Benefits <br> 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 govermmental duties. "H <br> 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 benefis 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 198927. 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. ${ }^{12}$ Representative Rush stated that he conducted city business out of the office space from 1989 until 1993 when he was swom in as a Member of Congress. ${ }^{13} \mathrm{He}$ has maintained occupancy in the space continuously since $1989 .{ }^{14}$
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. ${ }^{15}$ Rent was paid by the City of Chicago under the terms of the lease, which was approved by the Chicago Corporation Counsel. ${ }^{16}$ Draper \& Kramer, Inc. corroborated that rent had been collected at some point during the tenancy ${ }_{18}^{17}$ Representative Rush signed the lease but did not recall the terms of the document. ${ }^{18}$
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## 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. ${ }^{19}$ Lake Meadows Associates is an Illinois limited partnership and a "portfolio property" of Draper \& Kramer, Inc., an Illinois corporation. ${ }^{20}$ Representative Rush told the OCE that "notwithstanding what's on this lease," he believed Draper \& Kramer, Inc. to be the landlord, ${ }^{21}$ although not a landlord in the "typical sense." 22

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. ${ }^{23}$ 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 $\$ 1399.00$ per month. ${ }^{24}$ In 2011 , the amount due for estimated real estate taxes increased to $\$ 600$, bringing the total amount due to $\$ 1,746.00$ per month. ${ }^{25}$ As of May 2014, this amount remains as the cost of leasing unit C-6. ${ }^{26}$

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${ }^{19}$ Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0081).
${ }^{20}$ Id.; Transcript of Intervicw of the Draper \& Kramer Property Manager, May 5, 2014 ("Property Manager Transcript") (Exhibit 4 at 14-8751_0146) (statement made by Draper \& Kramer counsel).
${ }^{21}$ Rep. Rush Transcript (Exhibit 1at 14-8751 0044).
${ }^{22}$ Id. at 14-8751_0053-54. Representative Rush explained that he did not feel the landlord was required to provide the space with running water or heat. $l d$. at 14-8751_0053.
${ }^{23}$ Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0082).
${ }^{24}$ Id.; Response from the Draper \& Kramer Property Manager (Exhibit 3 at 14-8751_0106).
${ }_{26}^{25}$ Response from the Draper \& Kramer Property Manager (Exhibit 3 at 14-8751_0106).
${ }^{26} \mathrm{Id}$. The tenant was also billed additional amounts for "reconciliation" charges, reflecting actual charges in common areas, insurance, and real estate taxes. Id, at 14-8751_0107.

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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


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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
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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. ${ }^{38}$ Now, the office "just mostly sits there" ${ }^{39}$ and has "very little value" due to the vacant and abandoned properties next to it, infestation, and dangerous environment surrounding the space. ${ }^{40}$ Representative Rush told the OCE that he has neither "interest nor need" in using the office for personal purposes. ${ }^{41}$
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. ${ }^{42}$ 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." ${ }^{43}$
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...."44"When asked if a lease existed, the Campaign Volunteer stated that he did not know but "always thought [the office space] was a gift." 45 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. ${ }^{46}$
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. ${ }^{47}$ 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. ${ }^{48}$ Representative Rush later told the
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OCE that the Campaign Treasurer may use the office on Election Day, but that such use was unrelated to his election to the House of Representatives. ${ }^{49}$
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. ${ }^{50}$ 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. ${ }^{51}$
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. ${ }^{52}$ 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. ${ }^{י 57}$ Representative Rush's Son later stated that he did not think he had ever worked out of the 35 th and King Drive office for Citizens for Rush, but "maybe in the early days we did." ${ }^{54}$
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. ${ }^{55}$ She stated that she knew that Citizens for Rush had an office space at "like 34th and Lake Meadows Shopping Center" ${ }^{56}$ 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." ${ }^{37}$ The last time she visited the space was in 2009 or 2010.5
42. The Campaign Treasurer told the OCE that there's "very little activity" with Friends of Bobby Rush. ${ }^{59}$ She is currently paid solely for her work with Citizens for Rush, when funds are available. ${ }^{60}$ 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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Citizens for Rush funds when they are available. ${ }^{62}$ In late 2010 or early 2011, Citizens for Rush purchased a heating unit for the office space. ${ }^{63}$
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. ${ }^{64}$ She viewed "Congressman Rush" as the tenant while noting that she based that view on the terms in the lease. ${ }^{65}$
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, $\underset{67}{ }{ }^{\text {L }}{ }^{66}$ All three general partners are registered in Illinois as limited liability companies. ${ }^{67}$
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. ${ }^{68}$ However, when he conducted Aldermanic work out of the office, he understood that rent was paid by the City of Chicago. ${ }^{69}$
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."71
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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., ${ }^{73}$
49. Draper \& Kramer, Inc. maintains records for the unit C-6 office space and identifies "Congressman Bobby Rush" as the account holder. ${ }^{74}$ The company creates "lease ledgers" like the one represented below, dated November $1,20133^{75}$ In it, the itemized charges for the space are listed. ${ }^{76}$ Also listed are several entries of "w/o 2012 charges" bringing the balance to zero for the end of the year. ${ }^{77}$


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\section*{Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended <br> 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." ${ }^{78}$ In her response she writes " 2 nd Ward Democratic Party . . $\$ 20,044,18$." Later in the email she asks for permission to write off "Bobbie Rush." ${ }^{7}$ <br> 

51. The Draper \& Kramer Property Manager told the OCE that "uncollectable" means it is "something where . . you don't expect to collect." 80 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." ${ }^{81}$
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. ${ }^{82}$ She only sought approval to continue with the precedent that had been set, a precedent she described as a "known fact." 83
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. ${ }^{84}$ Collection efforts were
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## Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended <br> made for other tenants but not for Representative Rush. ${ }^{85}$ 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." ${ }^{86}$ "Possibly once or twice," in addition to this account, has the Draper \& Kramer Property Manager ever written off the entirety of charges associated with an account. ${ }^{87}$ <br> 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. ${ }^{88}$ The Draper \& Kramer Property Manager writes "[I]andlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rentpaying tenant and would like the ability to show the space from time to time to such prospective tenants. 89

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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 $\$ 110,000 .^{90}$ To date, Citizens for Rush has reported no contributions from Lake Meadows Associates or Draper \& Kramer, Inc. ${ }^{\text {91 }}$
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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, clouse $6(b)$ 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. $\S 439 a(b)(1)$ states that "[a] contribution or donation described in subsection (a) of this section shall not be converted by any person to personal use."
62. 11 C.F.R. § H3.1(g) states the following: "Personal use. Personal use means any use of funds in a compaign 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."
[^33]
## CONFIDENTIAL

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64. 11 C.F.R. § $113.1(g)(2)$ states the following: "Charitable donations. Donations of campaign fiunds or assets to an organization described in section I70(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 umrelated to his or her personal benefit., ${ }^{3,}$

## 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. ${ }^{94}$ He helped establish the Church twelve years ago, approximately in 2002. ${ }^{95}$ 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."96 Representative Rush has never received any form of compensation for his work at the Church. ${ }^{97}$
66. Four people are on the Church's payroll: a drummer, the church steward, the choir director, and the organist. ${ }^{98}$
67. On July 1,2013 Representative Rush's Son began employment with the Church. ${ }^{99}$ His position with the Church is as a custodial engineer. ${ }^{100}$ 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. ${ }^{101}$
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. ${ }^{102}$ Representative Rush told his son that he would have to ask the core group about the decision to hire him. ${ }^{103}$ The core group then voted to hire him ${ }^{104}$
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. ${ }^{105}$ He works six or seven days a week for at least four
[^34]
## CONFIDENTIAL

## Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended

hours per day and up to as many as twelve or fourteen hours per day ${ }^{106}$ The pay rate is roughly the same as the individual who held the position previously. ${ }^{107}$ 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 ${ }^{108}$

## 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. ${ }^{109}$
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. ${ }^{110}$ 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 ${ }^{111}$ made to BCFS, an non-profit organization that conducts after school and computer literacy programs in the community. ${ }^{112}$ Representative Rush's wife sits on the BCFS board. ${ }^{113}$ BCFS's Executive Director submitted to the OCE that neither Representative Rush, nor any member of his family, has ever been compensated by BCFS ${ }^{114}$
73. The Campaign Treasurer told the OCE that the 2013 donation, previously disclosed as made to the Church, was in fact made to BCFS ${ }^{115}$ During the course of the OCE's review, the Campaign Treasurer discussed records of the donation with the Church. ${ }^{116}$ The Campaign Treasurer stated that Representative Rush's wife had signed the check and made the donation to BCFS. ${ }^{117}$
[^35]
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Subject to the Nondisclosure Provisions of H. Res. 895 of the $110^{\text {th }}$ Congress as Amended
74. As shown below in a bank statement, BCFS received $\$ 2,100$ from Citizens for Rush on July 23, 2013. ${ }^{118}$

| BEL OVED COMMUNTTY FAMMLY <br> SERVICES ING PAYPOL ACCOUNT g430 S Harvario ave <br> CHICAGO 12 60821 <br>  |  |  |  |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

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 inkind 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.
[^36]Page 20 of $\mathbf{2 0}$

## EXHIBIT 1

## Transcript of Interview OF REP. BOBBY RUSH

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INTERVIEN OF CONGRESSMAN BOBBY RUSH
Present:
Paul Solis, Investigative Counsel
Scott Gast, Investigative Counsel
Congressman Bobby Rush
Scott Thomas
Transcribed By:
Julie Thompson
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MR. SOLIS: TMis is Irvestigative Connsel Paul Solis with
the Office of Congresstonal #thics. I'm joined
by Investigative Counsel Scott Gest,
Representative Bobby Rush, and Scott Thomas.
    So, Congressman, I will begin by just
getting some backgromnd information on the
church, the Beloved Community Christian Church.
Wher was the church founded?
CONGRESSMAN RUSH (the "witness"): Fe're in our 12th year. I
remember the dates by the anniversaries we had.
So last year we had our 1lth antuversary. This
is our 1.2th 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?
NTNESS: It was organized by me.
MR. SOLTS: Anyone else?
WITESS: There were, I guess, mavbe 15 to 20 -- at least
If to 20 other people who were organizing the
church with me. Whe church came about after
some Bible classes that we were holoing at the
Ilinois Tnstitute 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
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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
orgenizing 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 foderal 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 titie 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 titie?
WITNESS: Yes. I've always been pastor and teacher.
Right.
MR. SOLIS: Who else is in leademship roles at the church?
Wryness: On, wow, there is --- right now we have --
essentially we have about 12 members, 11 or 12
members of what we call the core group.
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MR. SOLIS: And that's come as in c-o-r-e?
MRTNESS: c-o-n-e, cone group. And I saw offichally
because that's the -- that's the group that
really cones together and makes key decisions on
the church and about the church. But
unoffichally, as with this, as any other
organization, there are always leaders who may
not be a part but who exercise leadership.
MR. SOETS: Okay.
NTTNESS: (Tnaudible) choir director. He's not a part of
the official leadership group. He's not a core
group merber, 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 fiuid, but there is about l1 or 12
official core group of the church.
MR. SOEIS: Do you lead the core group?
NHMNSS: Yes. I Lead the core group. I lead the core
group. Right.
MR. SOLIS: How does the core group made decisions for the
churon?
WITNESS: Thxough resolutions, voting, motions. We use
Robert's Rule of Order, you know, so motions.
MR. EOLIS: Robinson's Rules of Order.
NHTMESS: Robert's Rules of Order motions and voting.
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Right.
MR. SOLIS: Couid you override a decislon, a voting decision
of the core group?
WrPNess: 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: AIright. And my faith, then if you'il 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 mattezs, then it's a vote on the --
on the core group.
MF. SOLS: So, for example, if the church needed to pay a
bill, make an expenditure of some amount, the
core group woukd 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 aecretamy, moutame
bills, and they pay routine bilis.
MR. SOLIS: Right.
WTTNESS: But if there's an expenditure even as far as
some member of the church who might need a
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Little hefp, that would probably be taken on by
the core group. That's when the matter is
called for.
MR. SOIIS: Is there -- does the church have a bank account?
NITNESS: Yes.
MR. SOLTS: 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: Angeligue Chatman and Ned Stamley.
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 sionature. No.
MR. SOLIS: What about deposits into the chureh bank
account? Would you ever do that?
WITNESS: F'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
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on the - - on the account, very, very rarely, and
most the time it's Angelioue and Ned Stanley.
MR. SOwIS: Deaisions on how to generate revenue, you know,
getting donations and things like that. Who
makes those decisions?
WTHESS: Well, that is really a church wide undertaking,
you know. We all feel obligated to make - ... to
hely the church in terms of this -- meetang its
financial obligations, and so that's really made
by the entire body. And members of the church
respond acording to how they want to respond or
their ability to respond.
Mr. SOLIS: What about donations from businesses or things
like that, local businesses ox corporate
conations? How wound that come to the church?
WrTNESS: Through the same process, through the same
process.
MR. SOLTS: 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 whth, even to the point of say a
neighborhood dry cleaners. If, in fact, the
church is fumdraising, and there's a member who
is a regular customer of this corporation. Then
this person probably feeis 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 ${ }^{\text {s }}$ 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
chat
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
Che company about getting a donation?
WITNESS: I have. In the past I have done that.
MR. SOLIS: Okay.
HITNESS: Right.
MR. SOLIS: So the church gets donations correct me if I'm
wrong. Church gets conations from the
congregation, from local businesses, from big
ousinesses, just kind of from all over?
WITNESS: Eriends. As a matter of fact, Paul, if yourve
got -- we don't -- we ane such a needy paace,
we' I take - - you know, come on, man.
MR. Sofis: we'll finish up the interview and think about it
Chen. And you discussed expenditures, you know,

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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 Ruch?
WITNESS: NT-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 yeax I 
guess maybe. Yeah. A little over a year. A
yeaf or a littie Longer than a year. No more
than -- not two years.
MR. SOLTS: How was the decision made to hire Jeff? How did
that come about?
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WITNESS: Well, actually, the decision to make -- to hire
Jeff was based on -- we had someone who died,
Lead steward For the churoh, and for a few
months, gix, seven, eight -- I'm not sure how
Iong -- 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 ham.
MR. SOLTS: About how much to pay him? Did the core group
decision that? Did you decision that, how did
the figure --
WTHNSS: 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. GASF: Was the steward who had died, was he paid? Was
that a paid position?
NTTNESS: Yeah, yeah. He was paid.
MR, SOLIS: Is Angeligue a member of your family? Are you
related to her?
NTTNESS: Yeah. But I think that should be explained,
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okay. I have a younger brother, who is in
Cauifornia, and he's been in catiformia 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 50 low and behold I became
another uncie. Alright. And -- and so she is a
relative, but she wasn't raised as a reiative.
She's a newly found -- newly discovered relative
of mine and really a new, recently discovered
daughter of my brother. So --
MR. SOLIS: OKay.
WHNESS: Because the mother fust informed nim.
MR. SOLTS: Is she paid by the church?
WITNESS: No. She's not padd by the chumoh.
MR. SOLIS: Is she compensated in any way for her work?
WITNESS: I'm sume she is, but --
MR. SOLTS: She is compensated in some way?
MmNESS: Y'm sume she is. Ryght.
MR. SOLIS: Who is she compensated by?
MITNESS: 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
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Information.
MR. SOLTS: 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?
MTTNESS: No. She's not compensated by the church.
ME. GAST: Is she compensated for the work that she does
for the church?
WTTNESS: 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?
mTTNESS: T can't -- I don't want to reveal that because I
think that's between she and the --- and the
person who compensases her.
MR. SOLIS: Okay. You know, I have reached out to
Angeligue, and we have tried to get more
information on how she's patd. Amd she decided
that she didn't really mant 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
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who pays her. So it's important that we get
this information.
WTTNESS: 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 attomey. Almight. I think
acoording to comments that I've heard, her
attorney informed me that you have no -- and so
r can't - you can't ask me to violate her --
MR. SOLIS: Mm-hmm.
NTTHESS: -- protections if her attomey of record is saying don't say $1 t$, you know. Don't do this and don't do this. So I think that oux thteraction 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 informacion, I think that's the right position. MR. SOLS: Tust so you're aware, you know, it's my job to inform out board that, you know, a asked you that question. You decided that for the reasons that you've stated that you don't want to answer it. So --

NHTNESS: And I would express to you and your board that

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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 jmow 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 pert, and I'm
    mot willing to do that; but we'll work out a
    golution, but I want to be cooperattwe 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: Becalise I respect you.
    NR. GAST: We apprectate it.
    MR. SOLIS: Has any othec member of your family been
    employed by the church since you've been there?
    WTMESS: NO.
    MR. SOLIS: I think I know the answer to thas question, but
    are you paid by the church?
    WTTNESS: No, no.
    MR. SOLIS: Have you ever been paid by the church?
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WITNESS: NO.
MR. SOLIS: I want to move on to your campaign committee,
Citizens for Rush.
WITNESS: Almight.
MR. SOMIS: when Citizens for Ruch makes donations, for
example, to the churoh --
WITNESS: Nm-hmm.
MR. SOLIS: -- who makes the decision to make those
donations?
WmNESS: Well, the treasurer, myself, and Mrs. Rush.
MR. SOLIS: For gech conation that's made, all three of you
would consult each other?
WTWEss: Yeah. Ne're ali 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 out a
check Erom the campaign committee and present it
to Angelique? Could you walk me through how a
donation to the church would work?
WHNESS: Well, Angeilgue 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
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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.
WTTNESS: Iet me think now. The (inaudible) -- I can't
think of anybody else other than Angelicue 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?
NITNESS: On, man.
MR. SOLIS: I'm going to move this secorder 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
me've made contributions to in lume with most
members of Congress. We just make contrybutions
to churches.
    I've made -- I'm -- I son't wamt to
    adc any kind of superlatives, but I am a believe
    -m a strong believer in my faith. I'm a man of
    faith, and I not only make contributions from my
    camoalgn committee to the church; but I tithe
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24 you know.

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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 realiy a beneficiary
    of not just campagn 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
    falth, okay, totally committed to my falth. And
    so out of the resources I get, then I make
    contributions to the church because I belleve
    sincerely that the source of every resource is
    my father in heaven. And so, thereforer 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 -- now do you decide?
    NTTNESS: It really depends. Primarily, it may -- the
    church might be in need, but it really depends,
    you knon.
    MR. SOLIS: So sometimes it might be a general just
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donation, and sometimes it might be for a
specific?
Witwess: 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 itemzed disbursements
section of that report, and in the middle you'll
see Reloved Communtty Christian Church donation;
and you'li see the amount is for $2,100, date of
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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?
W世TNESS: I don't -- I don't recenl that at all.
MR. SOLIS: Would Sheila and maybe Mrs. Rush been Involved
in making that donation?
Wmratess: Probably.
MR. THOMAS: Would you let me interject --
MR. SOLTS: Sure.
MR. THOMAS: --- and provide some guidance. I think you'll
recall when you interviewed shella, she
mentioned that she had recently come across a
transaction because she was trying to pull
together infommation to help everybody Eigure
out---
MR. SOLTS: Right.
MR. THOMAS: -- what payments hed 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 olt it was a
check that was for the Beloved commundty Eamily
Services Organization. If I'm not mistaken --
we can doubie check this with shella, but I'm
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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 Conmunity Family Services.
MR. SOLIS; Alxight. Well, that kind of clears that up then
I suppose.
WITNESS: Okay.
MR. SOLIS: Do you recall that being made to the Eeloved
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 commmity about
that. Sefore you would do that, did you ever
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spoken (sic) to the Committee on Ethics about,
you know, can i get some gutcance on solioiting
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
belicve that --
MR. SOLIS: Can I ask you to speak up?
NITNESS: Yean. 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. SOLSS: On the specisic issue of, you know, when you
want to talk to comEd, you want to talk to
Comoast or somebody?
NITNESS: Well, those are not the only ones that I talk to
about it.
    MR. somis: Right, wight. I'm just saying, for example.
    MTMESS: 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 lomg as I don't use official --m
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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
govermmental support or equipment. I mean, I'm
authorized to do that. That's what I believe
they told ne. Yeah.
MR. SOLIS: Do you recall when you might have done that?
NTTNESS: Oh, man, no. It's been auch 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 them I'm having
this throat problem, I spear Low amyway. 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.
    WITNESS: On, yean. Alright. Alright.
    MR. SOLIS: What about m-" what about Mrs. Rush? Mas she
    ever solicited donations for the church?
    WrTNESS: She may have, you know. I coundn'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 comporate. I con't think she
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-- no. She don't -- well, she will ask finends
and family members, you know, that i know of.
MR. SOLIS: What comporations do you recarl talking to about
donations to the church?
WITNESS: Comcast, ComEd, AT&T probably, SBC.
MR. THOMAS: DOn't guess.
WItNESS: Don't guess? Airight.
MR. THOMAS: OnIy what you recall.
WITNESS: Let me stop. Alright. I don't want to guess,
out let me tell you that the general response
that I've got from corporattons. They don't
donate to religious organizations or for
rellgious 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 mose
comporations whll say we don't contribute to any
religious institution for religious purposes,
alright. And nommally those kind of
    contributions -- a lot of them will say that.
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So I don't want to guess on this, you know.
MR. SOLIS: DO you know why they would have made donationa
to the church if their typical practice is not
to give to religious entities?
WITNESS: Well, yow go to be more --
MR. THOMAS: He has never said they did though.
MN. 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?
WTNESS: 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 on
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.
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NITNESS: If I had a list, then maybe I could say, yeah.
This one, you know, obviously they didn't take
that position. Flright.
MR. SOLIS: Okay. I want to talk specifically about ComFd
because, you know, I had a chance to speak with
them, and if you recall in 2010, the churoh had
some issues with a bill, an overdue bill; and
they cut service to the church. They cut
electrical service. Do you recall that?
NTTNESS: 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'g that phrase that you lawyers
-- I can stipulate.
MR. THOMAS: That You'li stipulate For the record.
NTTNESS: I'm just saying, mam, this church is --
MR. SOLIS: Almight. Okey.
mTNNES: It's not unusual. It would not be umusual.
MR. SOLIS: Okay.
WImNESS: AIright. It would mot be mmusual.
MR. SOLIS: Well, I'm askimg about that 20l0 event, and,
again, the best you can remember. As far as I
understard it, the power was cut in July because
of a delinquercy. A couple days later they
turned the power back on because comcast -- I*m
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sorry: excuse me -- Comed was given a check, a
fairly large cheok fow $17,900. And I'm
wondering if -- does that help jog your memory
at a11?
WTTNESS: NO.
MR. SOTIS: 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.
MN. SOLIS: Do you know who the Oxford Media Group is?
WITNESS: NO.
MR. SOLIS: That seems to be the source of the check. They
mrote a check to comoast to turn the llghts back
on, and I'm wondering what you know.
WITNESS: Can you tell me -- I don't know who the Ozford
Media Group is. Can you tell me more about it?
MR. THOMAS: Oxford Media Group.
MR. SOLIS: Oxford Media Group, right.
HITNESS: 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
Oxtord Media Group is.
MR. SOLIS: I want to move on to Beloved Community Eamily
Wellnesg center.
WITNESS: Alright.
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MR. SOLIS: Has the church ever made a donation to them?
WTTNESS: I doubt it, but I can't recall whether oz not it
had or not.
MR. SOLIS: What about your campaign committee, citizens for
Rush? Have they ever made a domation to the
Wellness Center?
WITMESS: 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?
WTTNESS: I can't recall, but I would probably say no.
MR. SOLIS: Citizens for Rush?
WITNESS: Same answex.
MR. SOLIS: Same answer? Is that --
WITNESS: Right.
MR. SOLIS: Have you ever solicited donathons to the Eamily
Serviees Organization?
MITNESS: Have T ever -- T have asked Comoast. They
started doing computer cinics or computer
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programs, and I Esked 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
gubmitted 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 Eamily services in
the same reference.
WTTNESS: Oh, yeah.
MR. THOMAS: You asked about ...
MR. SOLIS: Family Services.
MR. mHOMAS: -- raising monies for Eamily Services. So the
question is do you recall ever raistng any funcos
for Family Services? Was that Comcast example
that you just gave about helping --
WITNESS: No. Let me just say. I was anowering 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
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(inaudible). I told them. They sald we should
apply fon this, but I had no immediate or dinect
involvement in whether or mot they received the
grant for this computer enhancement program at
the - at the community Family sexvices.
MR. SOLIS: I'm going to take a oneminute break here and
turn off the recorder.
WITNESS: Mm-hmm.
END OE AUDTO FIEE
MR. SOLIS: Okay. We are back for the --
NTWNESS: If I can --
MR, SOLIS: Yes.
WIMNESS: It seems to me that this inquiry is kimd of
focused a wot on solicitation, alsight, 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 micht 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
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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 ore. So tve never actually
been part of a general solicitation. So these
are the things that I really want to emphasize.
MR. BOLIS: 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 chaimman of
the board because the chairman of the board, who
is still on the boaxd, resigned as chairman of the board. So she -- they just traded
positions.
MR. SOLIS: I want to move on now to the mental space or the space at 3361 South Martin Luther king Dxive.

You know, you and your attomey, Soott, provided
some letters to us and some documents relating
to that space, and $I$ know in the letter that

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both of you signed on to, you desoribed it and
Giked 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.
mINESS: Yeah. So you see it's really just a hole in the
wall
MR. SOLIS: mell, we got a sense of --
NITNESS: Yeah. That shopping center at one time was a
yery vibsant shopping centex, and when I became
a mermber of the City Council, I moved Erom the
second floox of a three-story apartment building
into that office, okay. And we had to build it
ont becalse it was abandoned and vacant, so we
had to build it out
    And so it became a ward office, my
Aldermanic office. Te call it a service office,
anc then after x -- we didn't really campaign
out of that office. That office you could not
rm campatgns out of a City Fall -- your
Alcermanic office. When I was an Alcerman, I
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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 heve 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
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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 campaigns out of that office, alright. MR. SOLIS: When did you move into that office?

WITNESS: It may have -- it conid be. I don't know. I

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13 MR. THOMAS: Thie is 24 pages?
MR. THOMAS: This 1 E 24 pages?
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14 MR. SOLIS: Yeah, yeain.
15 WITNESS: 1989, okay.
16 MR. SOLIS: And if you notice there on the first page, it
17 does say 1989. Do you remember this lease? Do
18 you recall that document?
19 WITNESS: No. No, I don't. But let me see.
20

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

MR. SOLIS: I believe on the last -- I believe on the last
page is your signature. Is that your signature?
Wheness: mhat's my signature, right, but I don't recall
the - - no. And I certainly didn't readit.

WITNESS: I didn't readit. So-.

MR. THOMAS: We will etipulate this is a vaild lease though.
MR. SOLIS: But that is your signatare, right?
MITNESS: Yeah.
MR. SOLIS: Okay, okay. You know at the time you will see
it says, Bobby Rush, an individual.
WTTNESS: Mra-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 midde initial. T 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, wo the best of your
recollection, was this leased to you as Bobby
Rush?
WITNESS: No.
NR, SOLIS: Ox Bobby Rush, the Aldemman?
WITNESS: Yeah. This office was used as my Aldemmanic
office, and this office was -- this lease was --
sad to be through the -- with the approval of
the comporation counsel, city of Chicago. And
it was for the purposes of me maintain a ward
office, Aldermanic office in my -- tn my ward for my constituents to be able to come and meet

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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?
    Landiora, Ligamentos Associates (phonetic)
Associates or Paul Dasso?
MR. SOtis: Paul Dasso.
WITNESS: I don't remember him.
MR. THOMAS: D-a-s-s-0.
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
hac a point where you were out of the office and
then moved back in? Have you been in there
    since 1989?
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NITNESS: When you say have I been there since -- have I
had some control over the offfce?
MR. SOLTS: Right.
NTTNESS: Yeah. I've had some control. T've got keys to
it. Right.
MR, SOLIS: And that's been continuous since 1989?
WITNESS: That I recall. Yes.
MR. SOLTS: Okay. Fow -- 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: Tt was -- it was an office that was used
initially six days a week, averaqe 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?
NITNESS: The last time I was in the office I think was
when I showed Scott the office. I came by --
MR. THONAS: Cold, snowy day.
NITNESS: Yean. 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 wamd democratic party office,
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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. SorIS: 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 fealing and for a
Couple years, about }18\mathrm{ months, that Hope and
Healing, which was a program for at-risk use,
they used that offlce for about 18 months
straight. Other than that, that office has been
very, very rarely and infrequentiy used for any
purposes, alright. And so m.y direct
involvement, my direct use of that office over
there, it has been more or less to interviem
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
nole on 35th Street." Okay. And that's the
political office, alright
MR. THOMAS: What did you call it?
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WITNESS: The hole on 35th street. Meet me over there,
alright, and --
MR. SOLIS: You casl it your -- you call it a politioal
office?
WHNESs: 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 Eunctions now.
MR. SOLIS: Fave you ever used that space to make a phone
call for funds for Citizens for Rush, for
emample?
NTRNESS: I can't recall. I doubt it.
MR. Solis: Does Sheila sometimes go in there and use it?
WTTNESS: 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 lime to step up shop,
turn her computer, get the returns in, and
that's what she likes to do, alright.
    MR. SOLTS: When you say "Election night," do you mean
    Election night for when you win an election as a
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member of Congress?
NTMNESS: No. Most of the time -- I don't realiy want to
come off like this, Paul, but I haven't had a
contested race since 2000.
MR. SOLIS: Right.
NTTNESS: Okay. So I don't have that kind of competition
on Election Day. And going to kmock 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 betng a Ward Committeeman, then there
Was no need to have that office. There really
was no need to have that, you know, ezcept, you
know, sometimes my State Central Committeeman
responsibilities. I might esercise 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 womld be abandoned, bigger than
abandoned now had it not been for this story in
the Sum Times and the subsequent inquiry. I
would have -- and my wifets illness. Those are
the two thangs that have prevented me from
vacating that office because it's just not --
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17 your election to the House of Representatives?
18 WITMESS: That I'm aware of, now - - yeah. That I'm aware
19 of, arright. There might be some election
20 materiai around thexe, citizens for Rush, Rush
21 for congress. I think on the windows there's
22 some Obama kush materials (inawdible), but it*s
23 not -- it's not centrai to anything, alright. I
24 just have not had that kind of campaign.
25 NR. SOLIS: Who is the landlord of the space?
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
ruming for state office.
N+THESS: Well, not state office. It could be -- it could
be a jocal office. I think Christian Mitchell.
T 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 Iittie use for me practically.
MR. SOLIS: Is that the only business you conduct in that
office is --
NTTNESS: That's the onyy business m conduct in thet
office, yes, the only business.
MR. Sotis: Any business related to citimens for Rush or
WIMNESS: That I'm aware of, now -- yean. That I'm aware
Of, arright. There might be some election
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WITNESS: As fax as I know, notwifhstanding what's on this
lease, Draper and Kramex. Those are the only
ones I've ever known that I --
MR. SOLIS: DO you speak with individuals from that company?
WTTNESS: More recently as a result of your inquiry, but
prior to thet I had one conversation with a
lady, I don't remember her name. And she sabd,
"Well, can I have access to thss office because
I want to -- I might have some people who
potentialiy -- 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
theme? Do you pay rent?
WITNESS: No. I Eaven't paid any rent at all, nor have I
been asked to pay any rent.
MR. SOTIS: Okay. If a notice on that ...... on that leagt, you
know, there is mention of rental, you know,
payment to be expected. There's a Eigure Enere
for $527 and some other figures thexe for the
rent that shouid be paid or could be paid. I'm
*ondering when you first signed that Lease
document, what were your expectations then about
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WITNESS: I had no idea that I would ever run for
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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, T
thought that running for Congress would have
beer a demotion Erom being on a member of the
Gity Council, alright. We looked disparaging
upor 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 thonght, never had any desire to
be in congress
MR. SOLTS: Did you think that you would have to pay rent
back in 1989 when you first moved in?
MITNESS: Sune.
MR. SOLIS: And why dicn't you pay any rent?
mITNESS: Well, because at the time that I rented that
office it was for my -- to conduct my Aldermanio
responsibinities, 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 nas diminished so much that it's
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really been something that hadn't even occurred
to me.
    Then I never got any communjcations at
all, you know. Nobody sald we demand payment
for this, and I always assumed that they wanted
me there because I served some -- I served a
certain -- me beimg present there was a benefit
to them because other than the place would have
been abandoned, aithough it was abandoned; but
at least T had a sign there.
    And I really -- and I realiy never
    felt as though Citizens for Rush had an
    obligation to pay that because Citizens for Rush
    never usec that office. My State -- me oeing
    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 co 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.
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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
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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 $-m$ 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 Eeel 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 litule 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?
WIPNESS: Because my name was on the door.
MR. SOLIS: Did they ever say that to you?
HITNESS: I have -- I haven't -- until maybe a year or two
ago, it was years betore I talked to anybody
from Draper and Kramer, alright. I mean, it was
years before $I$ talked, and I certainly din't
talk to any of the principals who I dealt with
when I Eirst moved into that office, alright.
3ut it was years ago, years.
As a matter of fact, right now I'm
wondering is Draper and Kramer stili in
existence, okay.
MR. SOLIS: They are.
wITNESS: okay. But I don't -- you know, they used to be
at 33 mest 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

25 Just said, "If I have perspective tenants, I

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woula 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 dion't give a
key, and I never heard from her --
MR. SOLIS: Okay
NITNESS: -- 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 r'll just --
NrrNess: 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: Alrioht.
MR. SOLIS: I juSt --
Mr. THOWAS: 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
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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 cent-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. Eut 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 offlce 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. x dion'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 1 didn't think. But had no -- did some landlord responsibilities at all.
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And it was just that kind of -- I

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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
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dicin't expect to pay out rent by Draper and
Kramer, and I didn't fees 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 realjy don't.
MR. GAST: Can you just charify? When you were an Alderman
---
WITNESS: Mm-hmm.
MR. GAST: -- the City of Chacago paid the rent on this
space?
NITNESS: Yes.
MR. GAST: You wewe an Aldexman for how many --
WITNESS: Nine years.
MR. GAst: Nine years. And then when you stopped being an
\#lcerman, was there any discussion with the
landiord about changing the lease or what
happens now?
NTNESS: I had no discussion with them. No.
ME. SOLIS: DId arybody?
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

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MR. SOLIS: Or who OwnS them?
NITNESS: Let's see. I don't mow. I mean, I recall
someone saying years ago that they wanted to put
Ginaudible) 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 coulon't say who owmed it all,
alright. I just can't say who own the equipment
there.
I own a desk and a table there just
lke own thas desk and this chair. I own it
and those chairs I owned them. They were bought
with my private money.
MR. Solrs: Citizens for Rush, where does it -- where does
Sheila or anybody else that you have
vowunteering for you or that works for you,
where do they do their work for Citizens for
Rush?
W\TNESS: At nome.
MR. SOLIS: Okay. Is it --
NITNESS: Sheila -- Sheila works a full-time job, and she
transacts most of her business with Citizens for
Rush at nome, alright.

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MR. SOLIS: Who else is employed by Citizens for Rush?
\#ITNESS: Other than my wife, who was employed up until
September, Sheila and my wife that I know of;
that I'm aware of.
MR. SOITS: Before your wife stopped doing wock for Citizens
for Rush where would she do ner work --
WITNESS: At home.
MR. SOLIS: At home?
NITNESS: Yeah
MR. SOLIS: So if a phone call had to be made or paperwork?
WITNESS: At home.
MR. SOLIS: Home.
WITNESS: Mm-hmm.
MK. SOLIS: DO you know if they ever did, sheila ox your
Wife ever did any Cutizens for Rush work out of
that space at Lake Meadows Shopping Center?
WTTNESS: I doubt it
MR. SOTIS: I think I'm pretty much through with my
guestions. Scott -- I'li take a look at my
notes. Scott?
Mk. 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: Weli, the current situation is -- is the same

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situation that it has been for years. It's not
being utilized, exceot for some equipment from
various sources. I do have a few files there
from my days as an Alcemman.
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 B0s,
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 polities was like
In the second ward back in the early to mid-g0s,
then you can go through the office and, oh, this
4s what -- this kind of reminds me. I think we
got two large photographs of when me and Harold
Nashington, and I had black hair and more hair
than I have now.
MR. GAST: You haven't changed.
NITNTSS: Thanks, Scott. Alright. But, you know, so that

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office is, you know, in a state of suspension,
you know. It's really in a state of suspension
right now.
MR. GAST: Okay.
NTTNESS: It's just waiting there.
MR,GAST: fny conversations with the landlord about what
to do going forward?
MTTNESS: T -- 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, l can't --
if I move now, then it might seem like t'm
trying to hide sonething, 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 knom, 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 irtend to
do that as soon as you guys say, well, we're
through with this, and so we can get out of

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here, alright, you know,
But I said, and, Scott, I don't know -
- because I said that you al1 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 mubbish 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

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-- not begging. They demanding that the Ethics

Committee investigate me. So I kmew 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 mhole story. Same kind of headine, 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. Timmas: 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 Inavoible\} for bad. Lord makes them good. I want to -- on Monday, Monday morning -- this must have been ran on the 15 ch .

On Monday momning of the 16 th at 12:07, this cmail was sent ott 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,
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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 inmuendos 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 Iived a committed life,
alright. I didn't -- and Iawyers don't like to
hear this, but I got to say it. I'm human. I'm

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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 s1 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 commumity. 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

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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 of 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
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Congress back into the community in the name of
a church. Now, it's consistent with -- I've
always been a community organizex, 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
isstues, 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

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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 misk 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 mules, I wasn't
aware of it, and if I violated any --m 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 --

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1 WITNESS: I know you all got planes to catch.

2 MR. SOLIS: We appreciate all -

3 WTTNESS: I know how that is, trying to get back to De. I

4 know how it is.

5 MR. SOLIS: So i wili conclude the interview, and thank you

WTTNESS: Good night. Thank you.

MR. SO.IS: Thank you.

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64: 18 \\
\text { sensitivity } 14: 11
\end{gathered}\right.
\] \\
\hline question 13:22 & 35:22 37:5,13,14 & representatives & \[
\begin{array}{|l|}
34: 19 \\
\text { running 42:25 } 44: 5
\end{array}
\] & sent51:1761:22 \\
\hline 15:22 25:829:17 & 38:739:8 40:15 & \[
\dot{8}: 1242: 17
\] & 48:966:1 & september 57:3 \\
\hline
\end{tabular}
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& 37: 12,17,2138 \cdot 3 \\
& 38: 68,1839: 5
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\] & \[
\begin{aligned}
& 45: 14,15,20,25 \\
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\] & & thephone 53.9
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\] & \[
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& 54: 355: 758: 8 \\
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writing 36:12
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wrong 8:18
wrote 27:13 60:6
    61.5
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\hline \(\mathbf{X}\) \\
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\(10: 22,22,2516: 13\) \\
\(22: 1123: 6,18\) \\
\(26: 129: 1331: 14\) \\
\(32: 10,13\) 35:14,14
\end{tabular}
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\(40: 542: 1850: 22\) \\
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youve \(8: 2113: 23\) \\
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\hline \multicolumn{1}{c}{Z} \\
\hline- \\
\hline \multicolumn{1}{c}{0} \\
\hline \(00135: 9\) \\
\(02435: 9\) \\
\(0761: 8,21\) \\
\hline
\end{tabular} & \begin{tabular}{l} 
2 \\
\hline \(219: 2563: 14\) \\
\(202: 18,1911: 3\) \\
\(200041: 466: 1\) \\
\(20022: 14\) \\
\(200739: 6\) \\
\(200839: 7\) \\
\(201026: 6,12,21\) \\
\(201250: 953: 8\) \\
\(60: 18\) \\
\(201319: 12,2020: 1\) \\
\(60: 18\) \\
\(201419: 10\) \\
\(2265: 13\) \\
\(2320: 1\) \\
\(2435: 13\) \\
\hline \\
\hline \(33: 1217: 17\) \\
\(3046: 24\) \\
\(3349: 22\) \\
\(336131: 22\) \\
\hline \(351 h 39: 2340: 1\) \\
\hline \multicolumn{1}{c}{4} \\
\hline \(4067: 13\) \\
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\section*{EXHIBIT 2}

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\section*{EXHIBIT 3}

\section*{Responses of \\ Draper \& Kramer \\ Property Manager}

Responses of 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 biled 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 overbiling of prior years' charges.
During calendar year 2013 Tenant was credited ( \(\$ 220.20\) ) for overbiling 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-fo-month tenant under the terms of the original lease.
6. Has there ever been a payment on the account?

Yes.
\(82963 \% \mathrm{~V}-2\)
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 monthy 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.

\section*{EXHIBIT 4}

\section*{TRANSCRIPT OF INTERVIEW}
of Draper \& Kramer
Property Manager

Present:

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


By Telephone:

Mike Zolandz

Tom Walls

Transcribed By:

Julie Thompson
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MR. SOLIS: This is Investigative Counsel Faul Solis with
the offace of Congressional Ethios. t'm joinea
by Investigative Counsel Scott Gast, Todd
Bancroft, \, and on the phone we are
joined by Mike Zolandz, and Tom Walls.
So I will begin the intermiew.
W, what is your title whth Draper and
Kramer"
(the "烈itness"): 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 tham that.
MR. SOLIS: How long have you been woth the company?
WTTNESS: F 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.
MF. SOLIS: And as a property manager, what are some of your
duties?
WITNESS: Collect rent, bill -- pay a bill -- bill for
sert, collect rent, you know, communicate with
the tonants, commumicate with vencors, enter
into contracts with vendors.
MR. SOLTS: How many tenants would you say you have
authority over your checking into a one time?

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WITNESS: One-hundred and twenty raybe.
MF. SOEIS: And that's right now?
NITNESS: Yes. Uh-huh. I haven*t added them up, but that's about right.

MR. SOBTS: Specifically this account that we're speaking about, this is at the 3361 South King Drive, this unit. I believe it's c6. HTTMESS: Yes. MR. SOLIS: It's the unit -- when did you become -- when did you come on to this account? WTTNESS: Well, my company managed that mall for ike ever. I became involved with it in June of 2002.

MR. SOLIS: And what did you know about who the tenant wae
at that time? I mean, aid somebody inform you,
this is Congressman Rush, or did you find out
Eor 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 krow, decide -- you
discover who they are. It liste it there.
MR. SoLIS: Did anyoody at the company have a conversation
with you at the outset that this is congressman

Rush?

WITNESS: No. I den't believe so. No.
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MR. GAST: You recall any discussions about that unit in
particular, any issues, things to know?
WITMESS: No.
MR. SOLIS: Is there a lease for this unit?
NITNESS: Yes.
MR. SOLIS: And when did you become --
WITNESS: A month-tomonth lease.
MR. SOLIS: A month-tommonth lease. When did you become
aware of the lease, that there was a lease for
this property?
WITNESS: In 2002.
MR. SOLTS: Okay.
NITNESS: No. Frior to that but only because we were
involved with the center, you know
MR. SOLIS: Mtr-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. NALES; 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. BANCROET: There you go.
MR. WALTS: Thanks.
MR. SOLIS: Were you given any speciric instructions when

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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 yon -- who was the landlord at that time?
WITNESS: Same as today, Lake Meadows Associates, which is
a partnexship.
MR. SoLIS: Did they -- I think I previously asked you if
you had any preliminary discussions with anybocy
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 m, Mike and
Tom, I wanted to say about this emajl, at the
top of it -- I realize you might not have it
avallable in front of you -- but at the top it
says "page 1 of 3."
MR. BANCROET: You'we talking about the Mondayr December 7,
2009 --
WITNESS: Yes.
MR. SOLIS: Yes.

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MR. EANCROET: Okay.
MR. SOLIS: And it looks like a conversarion between I and
Wawrence cohen. And from what I can tell, I
mean, it seems to me, and I can asis IT 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 cound
give a look to see if there's anything attanhed
to this.
MR. WALLS: Sure. And we -- we have looked through those
emails that other items in the chain don't
relate to this mattex or this particular line of
ingutry.
MR. SOLIS: Okay. Okay. T'll ask you some specific things
about the email, (o 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,
ceal estate management depertment.
MR. SOLIS: ls he still with the company?
WTTNESS: No. No, he's not.
MR. SOLIS: Nas he always the head of the meal estate

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management department Exom the time you took
over the account until 2009, the date of this
emain?
NITNESS: Yes, probably. I'm not sure though.
MR. SOLIS: Okay.
WITNESS: Mm-bmm.
MR. SOLIS: When did he leave Draper and Kxamer; do you
know?
NITNESS: When did he leave Draper and kramer?
MR. EANCROFT: 2011 maybe.
\#HTNESS: Yes. Naybe 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 ceason I
dicn't put them on the list is because
collection efforts are still ongoing." And
mayoe this related to what ....
WITNESS: To some other tenant.
MR. SOLIS: Okay. And I wanted to ask you "put them," is
"them" --
W\mp@code{Wess: Beirg some other temant.}
MR, SOLIS: Some other tenant.
WITNESS: Nm-hmm.
MN. SOLIS: Okay. And so T want to direct you up to about
micdle way through here. It says, "Shouid I

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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.
ME. SOLIS: OKay. And so then we -- I can infer then with -

- with Congressman Rushr you didn't expect to
collect rent, at least at this point?
WTTNESS: That's correct.
NR. 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. WALIS: 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

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off rent?
WITNESS: I think it had been a precedent that was set,
and a decision was not meally made to pursue.
MR. GAST: In this particular case?
WITNESS: Tn 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-hun.
MR. GAST: And what are the factors that you consider when
you determine whether to write it oft or pursue
it through some other meams?
WITNESS: Well, that's a deciston made by management, but
it depended on the particulars of that
particular temant, 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?
MTNESS: At this level, wh-huh, Larry, and his superioms,
and upper management.
MR. GAST: And do you have a sense as to what percentage of
cases thet arise to the level of somebody's not
paying rent, what percent end up being written
off versus pursued tn some other means?
WITNESS: I don't know that there's a percent that's

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wcitten off, you know. It's a case by case
basls.
MR. GAST: Would you say most of those cases are pursued in
court, or most of those cases are written off?
WTTNESS: 50/50.
MR. GAST: 50/50. okay.
MR. SOLIS: Eertaining to this specific account and this
specific write-off, you kmow, 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
pertioular acoount?
WITNESS: At year end, I would have the numbers collected,
and summarized, and totaled and submit that to
menagement for a decision.
MR. SomIS: Okay. Why would it have even been a decision
then to potentially write off?
MTNESS: Because it's not for my authority to write off
without direction.
MN. SOLIS: I quess what I'm asking is then you're sending -

- for example, you say, "Should I watt further
direction to urite off, or do I have it?" Why
would it even be in the category of potential
mute-off?

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MITNEss: Because someone had to give the approval to do
90.
MR. SOLIS: Alright. I guess what I want -- I realize
that's what you're doing. You're trying to get
--
WITNESS: Nm- hnma.
MR. SOLIS: -- the final approval. But it semms 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?
WTTNESS: f'm just looking for permission to do it -- do
30. Yes.
MR. SOLSS: And all I'm asking is why would you be looking
Eor pemmission to do it?
WTTNESS: Again, I don't want to repeat myself. It's not
within my authority to write ofe whthout upper
management's approval.
MR. GAST: Let me ask you this. In prior years, had rent
for Representative Rush been writter off?
NTNESS: It's pmactice as far as I know.
MR. GAST: Okay. So this was kind of a --
MR. SOLIS: Speak up a Ilttle bit, okay, so they can --
NTTNESS: SORIY. Mm-hmm.
NR. GAST: So going into this year when you say, "Should i

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await direction to write off Bobby Rush and City
Steppens," that's kinc of relying on your past
experience with how the account has been
handled?
NTTNESS: 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.
NTTNES: 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?
NLTNESS: I don*t have a persomal recollection of that.
No.
MR. GAST: You don't recall coming to the end of the year,
and there was uncollected rent for this
partioular tenant and, you know, what direction
you were given at that point on that first
occas⿱亠䒑口力口
WITNESS: I was obviously given the direction to mmite it
Off--
MR. GAST: Okay.
NTNESS: -- I have to assume by Mr. Cohen or someone in
that capacity, you know.

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MR. GAST: OKay. And just to -- as far as you recail,
since 2002 when you took ower that account, was
the rent wuitten off each year?
WMTNESS: Yes, sir.
MP. GAST: So there was a decision made each -- at the end
of each year?
NTTNESS: Yes, sir. Mm-hmm.
MR. GAST: And is it a calendar year?
WITNESS: Yes.
MR. GAST: OKay.
MR. SOLTS: I realize at the bottom and Mike had mentioned
it as weli, that this -- and you mentioned it as
well too. You said that the bottom email
pertains to a different olient.
WITNESS: That's correct.
MR. SOLIS: But I want to focus on collection effonts. Did
you make any collection efforts for this
account, pertaming to Congressman Rush?
\#ITNESS: I don't know. Not me personally.
MR. SOEIS: Did you evex call him or any of his staff, mail
them and ask in any way about rent?
MMTNESS: No.
MR. SOLIS: And why didn't you do that?
WTTNESS: I was not direeted to do so.
MR. SOLIS: Wound you make collection efforts for other

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tenants?
NTTNESS: Yes.
MR. SOLIS: So why not for Congressman Rush?
NTTNESS: Tt just had been a precedent that was set long
before my arrival on the scene.
MR, SOLIS: I*II just ask you to --.
WIFNESS: I'm sorry.
MR. SOHIS: So a precedent was set?
NTTNESS: Mm-hmm.
MR. SOLIS: How did you become aware of the precedent?
NITNESS: At the end of 2002 and one had to make a
decision about that I would imagine.
MR. SOLIS: I guess --- I guess that 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
Ore.
WITNESS: Mm-hmer.
MR. SOLIS: I realize that, but at some point you became
aware that Representative Rush, or at loast the
tenant in this circumstance, was not paying; and
that there's a decision not to make collection
efforts.
NTTNESS: That's correct.

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MR. SOLIS: -- and a decision to write off. What I want to
know is the circmmstances 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?
WTTNESS: Well, if -- I would if I could, but I just don't
remember. It was just a known sact.
MR. SOLIS: And you say a known Fact, known by whom?
HITNESS: 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 happenang that
year.
MR. GAST: Who all was irvolved with that account? I
assume it was you, Mr. Cohen. Anybody else?
WITNESS: Well, right up to the board of directors I
guess, you kmow. Everybody knew financials.
MR. BANCRORT: What do you mean by -- Let me ciarify the
question.
WITNESS: Yeah, sure.
MR. BANCROFT: What do you mean by "Anvolved"?
MR. CAST: I guess who was invomved in the discussions
about how to handle that account?
WITNESS: I don't know.

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MR. GAST: Who do you recall besides you and -- you do
recall you and Mr. Coher being involved, is that
correct?
NTTNESS: Mm-hmm.
MR. GAST: You recall anybody else that you mould talk to
about this acoount?
NHTNESS: No, sir. I don't.
MR. Sohrs: I realize scott just specified further about
hondling the acoount, but you previously
drectors may would have had knowledge of this
account. xm I safe in assuming that?
know, I'm saying that Latry -- Larry had
    ff the rent each year?
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mITNESS: No. I do not.
MR. GAST: Did you ever ask amybody, 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 uncoliectable?
WITNESS: It could be either way. It couid be that they
never paid rent, and, you know, in mhich case he
would have gotten on them soonem. Eut, you
know, it varies.
MR. SOLIS: Okay, And when somebody doesn't pay rent, how
often would you say you make colleotion efforts?
WITNESS: Frequently, monthly if it's a small operator mom
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and pa.
MR. SoLIS: Okay. So frequently. And then fust so I'm
clear, in this matter, mo collection efforts
were made, correct?
WTTNESS: That's correct, by me anyway.
MR. SOLIS: SO &F--
MR, WALIS: Could we -- could we just ask to clamify that
question for a time frame?
MR. SOLIS: Sure.
MR. WALIS: In terms of based on the knowledge of
Where collection efforts undertaken from '02
when she took over the acoount through present.
MR. SOLIS: Yes. That's what + mean.
MR. WALLS: Okay.
MR. SOLIS: In yout 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 theiz rent? You said Erequentiy.
WITNESS: Mm-hnm.
MR. SOLIS: And I asked you in your experience, from 2002 to
the present, have you made coliection efforts
concerning this account, Representative Rush's,
and you said no; is that correct?
WITNESS: That's correct.
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1. MR. ZOLANDZ: It says Lake Meadows Shopping Center Lease --

MR. SOLIS: Yes.
MR. ZOLANDZ: -- 4th day of August 1999?
MR. SOLIS: Yep, that's it.
MR. ZOTANDZ: Okay.
MR. Soris: 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 seem the
document?
WITNESS: I truly believe that I was instrumental in
creating it - -
MR. SOLIS: Okay.
HHNESS: -- under another position, under another titie.
I have done -.- created leases and worked wth,
you know, getting them put together.
MR. SOLIS: And you recali this specific Iease back in $1989 ?$
WITNESS: Yes, sir.
MR. SOLIS: And you believe you had a role in creating -Wrmeses: I did heve 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

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1989?
WITNESS: Well, he was Alderman (inaudible), who we wrote
the lease with. He was -- he was an Aldemman in
the Second District or Second Ward Alderman.
MR. SOLTS: 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
Alcermanic office for Alderman Rush's multiple
Chicago political ward, kmown as the second
ward. That's just all we knew.
MR. SOIIS: Okay. And then when Congressman Rush was
elected to Congress, I belleve in :93, I think
that's right --
WLTNESS: Mm-hmm.
MR. SOLIS: -- around that point, what did you know about
the lease and the terms of the lease? Did
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anything change at that point? Rgain, I realize
you weren't on the account, but --
WHTNESS: i had no knowledge even of it.
MR. SOLIS: Okay. Did you ever hear anybody at the company
talking about it?
NTTNESS: Not to my recoliection. No.
MR. GAST: Priox to you taking over the account in 'o2, any
knowledge of the lease, the resationship 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 --
wonld those tenants also have Leases in place?
MITNESS: Yes.
MR. goLIS: Okay. I'll ask you about -- I have another
document. This is IMSC027. It's a map of the -
WITNESS: A site plan.
MR. SOLIS: -- the sute plar. Ane you responsible then for
all of the units in this shopping mali?
MR. WAITS: Pardon me. This is Tom Walls. I'm sorry to
    interrupt. I don't have the numbering on the
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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 --
WTTNESS: Tt'a a site plan.
MR. BANCRORT: It's a site plan, Tom. At the bottom rught-
handed corner, it says Lake Meadows Shopping
Center leasing plan, and then it has a depiction
with the street 33nd above 35th below.
MR. WALLS: Okay. I've got it.
MR. BANCROET: Okay.
MR. SORIS: And so my question was are you -- are you
responsible for the accounts at this shopping
centez?
#TTNESS: I'm the shopping center manager of that center.
yes.
MR. SOLIS: Okay.
WTTNESS: 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 thes would go back to?
WTTNESS: Milwaukie Eurniture is still on here, probably
2011 I'm guessing.
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MR. SOLIS: Okay.
MR. ZOLANDZ: Is that an estimate?
mITNESS: Estimate?
MR. EANCROFT: That's an estimate.
WTTNESS: Yeah.
MR. SOLIS: I fust 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: On, no.
MR. SOLIS: Okay.
WITNESS: It's ---
MR. SOmIS: Okay. And I see Cb 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 vear, be provided with a write-off?
NR. WALLS: Are you talking about a particular year?
MR. SOLIS: I'm talking -- I mean, I reaisze that
estimating about when this list was created,
then 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
chose -- what of those tenants would be
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recelving a write off at any point?
MR. WALIS: Particular temants or general?
MR. SoLis: In general. So there's this list of Al through
C7, and I'm wondering -- I'm wondering if Bobby
Rush is the only one on that list that has
recetred a write-off in rent?
WITNESS: NO.
MF. 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: Nm-hmm.
MR. SOLIS: And --
MR. GAST: Does that include Representative Rush?
WmmNess: No. Three others as mell.
MR. GASM: mhree others. Okay.
Mr. SOLTS: And -- and I was speciffic about any rind of
write-off. Wouid any of these tenancs receive a
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write-off for the full arount of rent besides
Representative Rush?
WITNESS: I don't know.
MR. SOLIS: You don't know? I guess that brings me to
another question.
NITNESS: You know, I'm quessing not, but, yes. I don't
kmow that for certain.
MR. SOGIS: I guess that brings me to another question I
Ghould have asked a little bit before about the
specifics of a wutemoft. Is there an doility
to write off smaller portions of charges as
opposed to full amounts of rent?
NTTNESS: Certainly.
MR. SOLIS: OkEy.
NTMESS: Whatever you want to put it for. put it for
$10,000 or something, you know --
MR. SOLIS: OKay.
NImNESS: --- I mean, whatever,
ME. SOLIS: What tyoes of m- and you said that wwitemoffs
are typtcally becamse of uncollectibles, right?
MTTNESS: Um-hmm.
    MR. SOLIS: What types of thangs would be -- of charges
    would be considered mnoollectible, and it would
be written off besides full amounts of rent?
NTHNESS: Specific charges, you know.
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MR. 肘AKS: I'in 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 smallex items, so taxes for
example?
WITNESS: Yean. Common area, you know, previous year
common area, reconciliations. That's the Py you
see on some of these, previous year.
MR. SOLTS: So is that customary then?
NTTNESS: Yes.
MR. SOLIS: What about a ful工 amount, a total amount of rent, all the taxes, you know, everything that would be charged to that tenant, hom customary Is that to be written off? WTTNESS: Wth zero rent collected in any one year, I would say that's uncustomary.

MR. BAMCROET: Yeah.

MR, SOLIS: In your experience, of all the accounts you've had from, you knows as far as you've been doing this, have you ever had a scenario where there's Whitten 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? Wrmess: Possibly once or twice.

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MR. SOLIS: Okay. Wowid this accomnt be included in one of
those -- that once on twice?
MR. WALES: I'm sorry. I don't understand that question.
WITNESS: Yeah.
MR. SOLTS: So gays once or twice this is -- this has
happened in her experience, I'm just wondering
if -- in 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?
NTTHESS: Mm-mmm.
MR, SOLIS: Okay. Thank you for that. I want to show you
another email here that is marked LMSCO28. It
Is an email chain between and Rosemary
Hall, June of 2011. Take a minute to look at
it.
    So first T'll ask, who is Rosemary
Ha11?
WHNESS: Rosemary Hall was in his office, the office of
Congrescman Rush, an admimistrative type role.
As I understand, she's still there.
Mr. SOLIS: Had you ever met nem?
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WITNESS: Personally, no.
MR. SOLIS: Have you ever met Representarive Rush
personally?
WITNESS: Yes.
MR. SOIIS: When is the first time you met him?
WITNESS: Talking -- T mean, I'we seen him around
obvionsly down there, but peasonally 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 emaỉ, or
do you mean our inquiry into this?
WITNESS: On, 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 referming 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.
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WITNESS: Her name got on there.
MR. SOLIS: Right.
HITNESS: Yeah.
MR. SOLIS: Yeah. I figured that.
MR. WAlis: She is no part of this at all.
MR. SOLIS: Right, right. I figured that. Yeah. I'm just
asking m-I was beginning to ask 
    about this discussion with Rosemary Hali,
Who she was. And then I -- and then when she
explained to me that she nad not met Rosemary.
I asked if sherd 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, yeab, maybe
2012. But -- mm-hmm.
MR. SOHIS: And you met him face-to-face?
WITNESS: Yes.
MR. SOLIS: Where did you meet him?
WITMESS: Tn my -- tn the shopplrg center management
    office at Lake Neadows. Uh-huh.
MR. SOLIS: ORay. Is that where you typicaliy work day to
day?
WITNESS: Yeah. Nell, I did, you know. One or two days a
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week I was down there. Yes.
MR. Sotrs: Okay. And when he came in to talk to you after
this -- you had written this email to Rosemary,
what did he say?
WTTWESS: Well, he just manted 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: Nas there a lease already in place?
WITNESS: Only month-tomonth lease.
MR. SOLTS: And when you say he knew "full well," that you
would take the opportmitty to have somebody
lease it, how do you know that?
WITNESS: rhat was our discussion in this emain. There
has been a letter written, and that was what
prompted his coming into my office.
MR. SOLIS: DLd he make any requests of you --
MTNESS: NO.
MN. SOLIS: -- when he came in?
ITNESS: NO
MR. GAST: Would this email have been the first time that
you reached out to Representatste Rush or his
office about --
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NTTNESS: I'm not sure.
MR. GAST: Okay.
WTRNESS: There was a fommal letter at one point, out 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 inguire about the
Congressman's space." What happened with that
potential buyer -- or I'm sorry --
WITNESS: Lessee.
MR. SOLIS: -- yeah, lessee. I'm sorry.
NTTNESS: Obviously, nothing came -- fruition to it.
MR, SOLIS: Okay. So Representative Rush explatned to you
that he would be cooperative; he would open up
tre office should someone come by?
MMTNESS: Certainly.
MR. SOLIS: Did he say wheme he might go if someone had
deciced to lease that space?
WTTNESS: NO.
MR. SOLIS: And you said you'd been contacted by your
leasing people about the potential for somebocy
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to come in there.
wTTMESS: Mm-hmum.
MR. SOLIS: What were -- what were people at Draper and
kramer saying about that?
WITMESS: Nell, this is typical.
MR. WALLs: Can you say thot agam? Repeat that.
MR. SOLIS: Yes.
MR. MALLS: I'm not sure I followed that question.
MR. SOLTS: Yeah. said that she had been contacted by
her leasing people about the opportunity of
somebody coning in and leasing that space. And
so I fust wanted a further explanation of, you
know, when you say "contact," what did your
Measing people say?
MR. ZOLANDZ: Are you talking about a particular party or the
geneval idea of somebody leasino?
MR. SOLTS: The general idea -- genezal idea of somebody
taking over this space and Representative Rush
would leave, that genexal idea. What did they
say to you about it?
WITNESS: General concept of maybe a school, a drivinc
schoor, a healthcare center, something. The
visibinity of that space is very limited, ano it
would -- you would need that type of tenant who
dun't need the exposure of fronting onto the
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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 --
NTMNESS: NO.
MR, SOLIS: -- by sonebody else?
NTTNESS: NO.
    MR. GAST: How did prospective tenants know that, that
    space was avallable?
    MR. WALES: Well, do you mean in a generic sense; how do
    they know that space is available?
    MR. GAST: Yes.
    MR. WALES: Okay.
    NITNESS: I dom't krow. Thmough Leasing brochures,
    through word of mouth, through, you know --
    MR. GAST: Nas it advertised as avallable space?
    MTTNESS: At some point, yes, it was. Raght. At some
    point we had -- some of these lease plans showed
    that space as being available, you know, along
    with other spaces that were avajlable.
    MR. GAST: And do you know when that was that you first
    began advertising or showing that space as
    available?
    NITNESS: Not sure, 2010 or +11 for sure.
    MK. GABT: Okay.
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WITNESS: Maybe possibly before that.
Mr. GAST: And what prompted that?
WITNESS: What promoted 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, te 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. SOTIS: And those site plans where that space would be shown to be availabie, 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 --
WhTNESS: Yes.
MR. SOLTS: -- unavailable?
WITNESS: Yes.

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MR. SOLIS: Is that a cuetomary thing for a month-tomonth
tenant?
MR. BANCROET: I'm sorry. You said "unavailable."
WITNESS: Yeah. I was going to sey, you're saying --
MR. SOLIS: I'm sorry. Excuse me.
MR. BANCROFT: Yeeh.
MR. SOLIS: Available. I'm sorry.
NITNESS: Available. Un-huh.
MR. SOLIS: Is that -- Is that customary for a month-to-
month tenant to be shown as aveizable on a site
plan --
WTTNESS: 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. BAMCROET: When you said you typically have a conversation,
do you mean would you approach the tenant and
let them know that you wewe going to be
marketing the space that they currently occupy
on a month-to-month basis?
WITNESS: I think yes. Th-hun.
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MR. GAST: Okay. Do you recall doing that with
Representative Rush?
wlfness: Yes.
MR. GAST: And that's -- you're pointing at this email from
--
WITNESS: Mm-hmm.
MR. GAST: -- June 2011?
WIPNESS: 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. SOIIS: So I think I have the letter here that you had
mentioned. This is --. we have it maried
LMSC025. It is a Mareh 6, 2012, letter from
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 E'll ask you -- first of all, you say,
"Congressman Bobby Rush." Is that how you would
address him?
WITNESS: Yes.
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MR. WALES: 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: Yow mean during the period that he is a
Congressman?
MR. SOLIS: Y゙es.
WITNESS: Yes.
MR. SOLIS: Yes. So I want to go down about three
paragraphs there. It says, "Landlord is
interested in laasing the space you occupy." Is
that landlord the Lake Meadows Associates?
NITNESS: That's correct.
MR. SOLIS: And how did you know that they were interested?
Did they have a conversation with you?
WMNESS: Through my leasing peopie 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 --
WWTMESS: Yes.
MR. BANCROEM: -- of Draper and Kramer. So --
MR. SOLIS: Okay
MR. BANCROFT: It's not a third party relationship.
WTTNESS: Uh-huh.
MR. Solis: okay. okay. That's important. okay. so--
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yeah. Okay. I quess that's important. So when
you say "landlord," I mean, that'G an internal -
-
WTTNESS: Tt's just --
MR. SOLIS: That's Draper and Kramer?
NTTWESS: It's what we call landlord and tenant, you know.
Yes.
MR. SOLTS: Okay.
MTNNESS: Us, they, we the landlord, Yean.
MR. SOLIS: And that's voux leasing people, and your --.
NITNESS: Yes. Un-hum.
MR. SOLIS: -- superiors of --
NITNESS: Exactly.
MR. SOLIS: Okay. I want to show you that same paragmaph.
It says, you know, "The space you oocupy at Iake
Meadows Shopping Center to a rent-paying tenant
and would like the ability to show the space
from time to thme to such prospective tenants."
That term "rent-paying," I guess, as me've
discussed, that would mean that at this time
Representative Rush is mot a rent-paying tenant,
correct?
WITNESS: That's correct.
MR. WALIs: Are you asking the meaming of the phrase? I
don't know understand the question.
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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
temant.
    you understood 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-nmm.
    MR. SOLIS: -- that term and this letter. What happened
    after the letter and the request? Dld they make
    the space available?
WITNESS: Well, that's shortly hereafter is when the
    Congressman came to my window and my doox, and
    te had this conversation, and he was very
    cordial and pledoed his cooperation; put it that
    way.
    MF. SOLIS: Did he say anything about paydng rent; that he
    would pay rent?
WHmNESS: It never came up, sim.
    MR. SOLIS: I'm sorry. That wonld never come up, or it
    didn't?
    TITHESS: No. Phat did not.
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WITNESS: Rhat's correct.
MR. SOIIS: He came as an Alderman. Do you have any
knowledge about --
MR. Whtis: 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. BANCRORT: It says Aldemmanic office.
MR. SOLIS: Yeah. It says Aldermanic office, but at the
top, first page, it does say Bobby Rush as an
incividual.
MR. WALLs: That's on the document called Lease Fact Sheet,
cormect?
MR. BANCROET: Yes.
MR. Mabs: you're meserming to that?
MR. BANCROET: Yes.
MR. Somis: Yes. So T'm just trying to get the --
WITNESS: Wm-hmm.

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MR. SOLIS: -- the history here. Game in as an Alderman.
Do you know anything about his statue 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':
know.
MR. SOLIS: Okay. Congresmman Rush also is affiliated with
a Conoressional campaign committee to, you know,
help his reelection efforts. It's called
Citizens for Rush. Do you kmow that name? Have
you ever heard of that name?
##TNESS: No, sir. No. Thexe may be posters in the
mindow saying that, but that's -- that would be
the extent of my knowlecge.
MR. SOLIS: I guess I'm wondering just -- Just generaliy,
from your point of view, while you had this
account, did you see Representative -.. the
Lenancy, did you see Representative Rush
personally as the tenant? Did you see his
Congressional committee as a temant? Who did
you view as the tenant in this circumstance?
WLHNESS: Congressman Rush.
MR. BANGROET: Go ahead, Tom. What were you saying?
MR. WALIS: Did you mean -.. I'm not sure I understand that
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    question elther. Wouldn't that be determined by
the lease?
WIWNESS: That's -- the way I answered the question is by
the lease. Yes.
MR. SOLIS: WelI, 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
    iease, right?
    WITNESS: Mm-hmm.
    MR. Sol:S: Bobby Rush as an individual.
    NTTNESS: That's correct.
    MR. SOLIS: Or Congressman Rush. If that's how she views
    At, 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
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play out? What do you do?
NITNESS: You know, Individual communications at first,
anc 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. WALES: I'm sorry. I couldn't hear that one.
MR. GAST: I asked if is involved in the process
once it's referred to legal.
WmPNESS: 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 procese of trying to get what's owed to the
company --
WLTNESS: Mm-hmm,
MR. SOLIS: -- back, do you need a check off from superiors?
Do you have to get permisaion to make those
collection efforts?
WITNESS: Yes.
MR. SOLIS: So if -- I'm juet trying to play this out. So
if you want to cail a tenant and say you owe us
rent. You need to check with your supertor to
make that phone call?
WTTNESS: Probably not. Probabiy not for, you know,
individuai phone calls to a tenant. No. But
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WITNES: I collect rent. That's part of my duties. Yes.
Uh-huas.
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: Raul, just EYY, we got about four minutes left
on our agreed time.
MR. Sotis: sure. I wanted to ask if -- you know, I have
two emails as far as I remember anyway. I have
two emails authored by that reiate to
this account and Representative Fush that were
provided. has discussed the fact that
she's got some commuications between hex and
possibly the Congressman or somebody on his
staff. I'm wondering if there are emails or
commaications in addition to the ones I have.

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MR. WALIS: I think we produced what you requested in the
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MR. WALIS: I think we produced what you requested in the
period that you requested it. My understanding
period that you requested it. My understanding
is that -- that was -- that you got everything.
is that -- that was -- that you got everything.
WITNESS: From 2007 forward.
WITNESS: From 2007 forward.
MR. SOLIS: Okay. So there are communications with
MR. SOLIS: Okay. So there are communications with
Representative Rush regarding this account prion
Representative Rush regarding this account prion
to 2007?
to 2007?
WITNESS: No doubt. Yes.
WITNESS: No doubt. Yes.
MR. SOLIS: Okay. I think that is -- that is all.
MR. SOLIS: Okay. I think that is -- that is all.
MR. GAST: I think those are the questions we have for you
MR. GAST: I think those are the questions we have for you
We appreciate the time
We appreciate the time
MR. SOLTS: Thank you very much.
MR. SOLTS: Thank you very much.
\#HTNESS: I really enjoyed it. It was fine.
\#HTNESS: I really enjoyed it. It was fine.
GND OE INTERVIEW
GND OE INTERVIEW
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\hline 17:7,23 18:2,14 & paying \(9.2314: 22\) & \[
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\] & Q & \[
13: 3,2116: 25
\] \\
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\hline 21:20 22:4,18 & 40.20 & practice 11:21 & \[
16: 1918: 819: 1
\] & \(21: 1125: 6,12\) \\
\hline \[
23: 10,11,1724: 1
\] & people 5:12 29:14 & 19:12 & \[
19: 1323: 1226: 5
\] & \[
26: 1,12,2427: 3
\] \\
\hline 24:10,12,15 25:16 & 32:25 33:3,10,14 & precedent 9:2 14:4 & \[
26: 827: 128: 3
\] & \[
27: 12,15,2140: 1
\] \\
\hline \(25: 23\) 26:14,17 & 35:7,8 38:15 & 14:8,10 17:619:9 & \[
33: 839: 2540: 7
\] & 40:20,21.43:25 \\
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\hline 28:9,1144:4,9 & personal 12:14 & 16:10 & \[
16: 921: 522: 1
\] & 32:1733:1837.2 \\
\hline onehundred \(3: 1\) & personally 13.19 & prior 4:136:7 & \[
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\] & \(39: 2140: 441: 5\) \\
\hline ones 45:25 & 16:20 22:12 29:1 & 11:19 20:622:7 & \[
\text { really } 9: 329: 10
\] & 42:18,19 43:10 \\
\hline ongoing 7:168:8 & 29:3,742:2043:8 & 45:2,11 46:6 & \[
\begin{aligned}
& \text { really 9:329:10 } \\
& 46: 13
\end{aligned}
\] & \[
45: 2046: 6
\] \\
\hline open 31:8 32:18 & pertaining 10:7 & probably 2:11 7:4 & reason 7:14 & representatives \\
\hline operator 17:25 & 13:18 & \[
20: 2323: 2430: 16
\] & reason 7:14 recall \(4: 16: 20\) & \[
35: 10
\] \\
\hline \[
32: 11
\] & pertains 13:14 & \[
44: 24,24
\] & \[
\begin{aligned}
& \text { recall } 4: 16: 20 \\
& 12: 1613: 1 \quad 16: 1,2
\end{aligned}
\] & request \(40: 13\) \\
\hline opportunity 31:10 & phone 2:4 44:23,25 & proceed 8:25 & \[
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\] & received 25:6,12 & \[
23: 13
\] \\
\hline \begin{tabular}{l}
oversee 19:17 \\
owe 44.21
\end{tabular} & plan 22:21,2223:5 & produced 46:1 & \[
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\] & retail 19:22 \\
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\] & 36:10 & 43:15,17,20 44:12 & superiors 9:19 & 39:1,2,5,10,23 \\
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\hline save \(12: 8\) & \(\operatorname{sir} 13: 4,716: 720: 8\) & 45:10,14,1746:5 & 39:1244:16 & 42:14 43:3,5,16 \\
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\hline 20:1 23:728:5 & small 17:25 & 32:25 33:11,16,1 & \(34: 2436: 1937: 9\) & thing 15:1320:24 \\
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\hline 40:1,1,1 41:12,14 & solis 1:9 2:1,1,10,13 & somebodys 9:22 & 43:22 45:17 & \[
44: 11
\] \\
\hline \[
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\] & \[
2: 18,243: 2,5,9,14
\] & sooner 17:21 & T & things 4:2 6:18 \\
\hline scenario 27:20 & \[
3: 224: 4,6,8,12,15
\] & sorry 11:24 14:7 & \(\frac{\mathrm{T}}{}\) & \[
26: 2227: 3
\] \\
\hline scene 14:5 & \[
4: 18,22,255: 6,9
\] & \[
22: 2427: 128: 3
\] & take 28:1831:14 & \[
\text { think } 4205992
\] \\
\hline school33:21,22 & \(5: 15,256: 2,18,23\) & \(32: 13,1536: 3,5,7\) & \[
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\] & 12:521:2136:25 \\
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\hline \(16: 9\) & 7:22,24 8:9,14 & sort \(34: 3\) & talking 5:22 22.5 & 46:1,9,10 \\
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\hline secretary 29:23 & 11:14,23 13:11,16 & space \(21: 10,14\) & \[
33: 1545: 2
\] & thompson 1:19 \\
\hline see 6:127:14 15:11 & \(13: 20,23,2514: 3\) & 27:22 29:1631:8 & taxes \(27: 4,12,21\) & three 25:15,18,22 \\
\hline 15:1323:2024:12 & \(14: 6,8,10,13,20\) & 32:12,22 33:11,18 & telephone 1:14 & 25:23 38.8 \\
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\hline \[
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\] & 17:8,11,15,23 & 34:19,22 35:5,12 & tenancy \(42: 19\) & 7:112:1114:15 \\
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\hline \[
\text { seen } 20: 6,9,11
\] & \(19: 1,15,20,23\) & \(38: 1039: 15,17\) & \[
7: 21,229: 15
\] & 31:23 35:14 37:10 \\
\hline \[
27: 2429: 6
\] & 20:2,4,6,9,11,15 & 40:14 & 12:18 14:22 19:21 & 39:18,18,20 45:16 \\
\hline \[
\operatorname{sees} 24: 2338: 2
\] & 20:19,21,25 21:5 & spaces 34:20 35:22 & \[
22: 927: 1333: 24
\] & \(46: 11\) \\
\hline sending 10:21 \(45: 6\) & \(21: 8,13,20,24\) & speak 4:21 8:21 & \[
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\] & times 27:23 \\
\hline \[
45: 6
\] & \(22.4,13,18,22\) & 11:23 & \[
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\] & todd 1:112:35:17 \\
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\hline \[
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\] & \(25: 14,16,18,20,24\) & 20:19 24:23 25:10 & \(3: 2014: 122: 16\) & tom 1:162:5 5:18 \\
\hline shared 12:5 & 26:4,8,14,17,19 & \(25: 2426: 2543: 11\) & 23:21 24:15,22,23 & \(19: 2522: 2423: 6\) \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
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\hline totaled 10:15 & unpaid 43:25 & 42:14 & 46:13 & 41:22 45:6 \\
\hline transcribed 1:18 & umusual \(15: 12\) & witness \(2: 9,11,14\) & wondering 23.22 & youve 19:13,13 \\
\hline tried 12:8 & upper9:20 11:17 & 2:20 3:1,3,8,11,19 & \(25: 4,428: 642: 16\) & 22:13 27:18,19 \\
\hline truly 20.13 & use 27:22 & \(3: 254: 3,5,7,11,13\) & 43:845:24 & \[
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\] \\
\hline try 4:188:538:16 &  & 5:5,7,14,24 6:21 & word \(34: 15\) & 7. \\
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\hline turn 4:18 & vendors \(2: 22,23\) & \(9: 2,5,9,13,19,25\) & worth 9:16 & 19:13 20:1,3,5 \\
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\hline twice \(27: 25\) 28:2,5 & view 42:17,22 & \(11: 12,16,21,24\) & write 8:1,5,19,22 & 0 \\
\hline 28:9,11 & 43:18 & \(12: 5,10,14,21,24\) & \[
8: 259: 1110: 18
\] & \[
\frac{0}{000} 26: 16
\] \\
\hline two 30:25 45:18,19 & viewed 43:8,11 & \(13: 4,7,9,15,19,22\) & 10:19,23 11:10,11 & \(00026: 16\) \\
\hline type 19:21 \(20: 23\) & views 43:17 & 13:24 14:2,4,7,9 & \(11: 1712: 1,21\) & \begin{tabular}{l}
\(00119: 25\) \\
\(0218 \cdot 1120.7\)
\end{tabular} \\
\hline 28:23 33:24 44:11 & visibility 33.23 & 14:11,19,25 15:6 & 14:16 15:116:24 &  \\
\hline typed 21:16 & volume 4:16 & 15:9,17,21,25 & 17:825:126:11 & 02419:25 \\
\hline \[
\text { types 26:19,22 } 27: 3
\] & W & 16:4,7,14,18,23 & writeoff \(8: 3,410: 8\) & 1 \\
\hline & wait \(8: 110.22\) & 17.2518 .5 .20 .25 & 24:17-25:6,12,13 & \(15: 21\) \\
\hline typical 33.5 & walls \(1: 162: 54: 16\) & 17:25 18:5,20,25 & 24:17 25:6,12,13 & 1026:16 \\
\hline typically 8:11 & \[
4: 19,246: 148: 21
\] & 19:8,18,21 20:8 & 25:14,25 26:1,10 & \[
117: 1134: 24
\] \\
\hline \(36: 16,20\)
typing \(20: 23\) & \[
22: 2423: 1024: 18
\] & \(21: 2,7,12,15,23\) & writing 17:2 & \[
150624: 15
\] \\
\hline typing 20:23 & \[
25: 227: 128: 3
\] & \(22: 3,6,10,12,17\) & written 9:23 10:1,4 & \[
19752: 14
\] \\
\hline U & 29:18,23 30:5 & 22:21 23:5,15,18 & 11:2013:314:17 & 1989 20:3,1921:1 \\
\hline uhhuh 3:39:9,19 & 33:6,834:10,13 & & & 41.6 \\
\hline 19:22 23:1830:22 & \(38: 1,439: 24\) & \(25: 15,17,19,22\) & 29:8 31:3,1738:2 & \(19952: 11\) \\
\hline 36:8,25 37:19 & 41:11,19,22 42:25 & \(26: 3,6,13,15,18\) & wrote \(21: 2\) & \(199921: 8\) \\
\hline \(38: 2439: 11.40: 8\) & \(44: 745: 1546: 1\)
want 6.97 .2411 .3 & 26:21,25 27:6,10 & & 2 \\
\hline 45.9 & want \(6: 97.24 \quad 113\) & 27:15,25 28:4,11 & X & 20023:13 4:115:1 \\
\hline unavailable \(35: 24\)
\(36 \cdot 3\) & \[
\begin{aligned}
& 11: 16 \quad 13: 16 \quad 15: 1 \\
& 26: 1528: 1538: 8
\end{aligned}
\] & \[
28: 14,22 \quad 29: 1,4,6
\] & & 12:1313:2 14:11 \\
\hline 36:3 & \(26: 1528: 1538: 8\)
\(39: 1443: 2144: 21\) & \[
29: 14,20 \quad 30: 1,3
\] & \(\frac{1}{\text { yeah 4:20,2015:21 }}\) & 18:2121:622:9 \\
\hline uncollectable 8:6 & \(39: 1443: 2144: 21\)
wanted \(5 \cdot 3.18712\) & 30:14,16,19,21,25 & yeah \(4: 20,2015: 21\)
\(20.2424: 525.14\) & \(24: 8\) \\
\hline 8:10,23 17:10,12 & wanted \(5: 3,187: 12\)
\(7.1919 .2324: 6\) & 31:5,12,16,20,22 & \[
\begin{aligned}
& 20: 2424: 525: 14 \\
& 27: 6.1728: 430: 3
\end{aligned}
\] & \[
200746: 4,7
\] \\
\hline 17:15,18 & \(7: 1919: 2324: 6\)
31.533 .1240 .10 & \[
32: 1,3,14,16,20
\] & \(27: 6,1728: 430: 3\)
\(30 \cdot 46162532 \cdot 5\) & \[
20095: 237: 2
\] \\
\hline uncollected 9:8 & \[
\begin{aligned}
& 31: 533: 1240: 10 \\
& 45: 17
\end{aligned}
\] & \(32: 2333: 2,5,21\) & \(30: 4,6,16,2532: 5\)
\(32 \cdot 1533 \cdot 936.46\) & \[
20107: 1134: 24
\] \\
\hline 12:17 & \[
45: 17
\] & \(34: 5,7,14,17,24\) & \(32: 1533: 936: 4,6\)
\(39 \cdot 1940 \cdot 10\) & \[
20117: 1023: 25
\] \\
\hline uncollectible \(26: 23\) & ward \(21: 4,18,19\) & \(35: 1,3,6,10,16,21\) & \(39: 1,940: 10\)
\(41 \cdot 16\) & \[
28: 1829: 2130: 15
\] \\
\hline uncollectibles & way 7:2513:21 & \(35: 23,2536: 4,8\) & \(41: 16\)
year 8.445 .7 & 37:7 \\
\hline \(26: 20\) & 16:11 17:1924:8 & 36:12,14,19,25 & year \(8: 4,4,5,76\) & \[
201230: 1737: 14
\] \\
\hline uncustomary 27.16 & 40:19.43:3
week \(31 \cdot 1\) & 37:3,6,8,11,17,19 & \(10: 14 ~ 11: 2512: 8\)
12.1613 .368 & 201423.2224 .7 \\
\hline understand 28:3,24 & week \(31: 1\) & 37:21,25 38:7,12 & 12:16 13:3.6,8 & \\
\hline 31.539 .2541 .5 & \(1: 4,122: 4,7,9\)
\(18: 1028: 1730: 7\) & 38:15,20,24 39:4 & 15:11,14 16:25 & 3 \\
\hline 42:25 & 18:10 28:1730:7 & \(39: 6,9,11.13,23\) & 17:1324:17,18 & \(35: 21\) \\
\hline understanding & 30:8 40:644:8 & 40:8,11,15,22,25 & 27:6,8,15 29:8 & \(3346: 21\) \\
\hline 46:2 & \[
\begin{gathered}
45: 19,21 \\
\text { weve } 2 \cdot 1539.19
\end{gathered}
\] & 41:4,8,25 42:4,6 & \[
\begin{aligned}
& \text { years 11:19 12:6 } \\
& \text { yep 20:4 }
\end{aligned}
\] & \(33613: 6\) \\
\hline
\end{tabular}


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\section*{EXHIBIT 5}

\section*{TRANSCRIPT OF INTERVIEW of Campaign Treasurer}
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INTERVIEW OF

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Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Scott Thomas,

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Transcribed By:
Julie Thompson
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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.
WTmNESS: And from then -- and that was pronably in the
90s, if I recall correctly.
MR. SOLIS: ORay.
NTTNESS: And Erom that -- well, probably the 30s 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.
NTMNESS: Inception of the congreseional committee.
MR. RAYNE: And when was that?
MTMNSS: It has to be :90, '91 when he first ran, but I
was treasurer of his state committee as Aldemman
and Democratic Committeeman committees prior to
that.
MR. SOLIS: Okay. Are you -- do you work in any capacity

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with any other committees that Representative
Rush is associated with?
Hmwess: ves. I'm also the treasurem of Friends for
soboy Rush. That is a state committee. It was
-- that commitee was originally called the
Citizens for Rush, and then we -- we changed it
to Friends of Bobby Rush when we got the Federal
RAC committee, and I file the state reports anc
the federal repocts
MR. SOLIS: And how long have you been the treasuren for the
Griends of Bobby Rush?
NTTNESS: That would have to go back to the 80s because
that's when I started.
MR. SOLIS: Okay. Are you paid by the committees, ox do you
volunteer?
mITNESS: I started off volunteering, and then recently
they -- you know, they started paying me --- I
think I started off at about 300 a month. Non
Im 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 cormittees?
WITNESS: No. What's just one committee.
MR. SOLIS: Okay.
WITNESS: T don't -- it's very iittle activity on the
other committee.

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MR. SOLIS: The Friends of Bobly Rush?
MmNESS: Right. I mean, if there is, you know, we take
care of that on Suection Day.
MR. SOLIS: Okay. Are you employed anywhere else?
NTTNESS: I'm employed with Cook County, county
government. I am -- my official title ds
Eroject Director for the Department of Elanming
where we admunister the HUD grants, yean,
primarily the HUD grants. However, I'm on
corporate paymoll. So I'm not ... I'm in the
federal ethics too because I have been a
District Director. So I'm not crossing that
becauge I'm not getting paid with federal money
federal grant money. So I can come and talk to
you.
MR. SORTS: Okay.
NITNESS: That"s correct, right? I'm talking too much.
Okay.
MR. THONAS: It's too complicated for me.
MR. SOLTS: So with that job with Cook Connty, how many
hours a week are you working?
GITNESS: FOEty.
MR. SOLIS: FORty.
NTMNESS: Well, they call it 40. I think we work 30. We
get paid -- we get paid for 40. I'll put it

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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?
NITNESS: That's primarily when -- when if there's a
cempaign, 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.
NTTNESS: And then making sure that the bllls get paid --
MR. SOLIS: OkEy.
NTTNESS: - - ox hopefulyy.
MR. BOLIS: So when it's not in the middie of a campaign,
like right now, how many hours a week are you
woxking for the citizens for Rush committee?
WITNESS: Well, might now, due to the fact the pmimary is
Tuesday, we're -"-w we're in no m-m no major, major
campaign. So richt now w would say I probably
do about four to -- maybe four to five.
MR. SOLIS: Hours a week?
NTTNESS: Yean.
MR. SOLIS: Okay. Yeah. Someone reminded me last night
about the primary in Illinois.

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mITNESS: Yeah.
MR. SolIS: So, excuse me, this is the midale of the
campaign.
MR. THOMAS: Yourre in the middle of a grueling election
right now.
WITNESS: Rlght, right.
MR. SOLIS: Who else works with Citizens for Rush campaign
committee?
WImNESS: Primarily the campaign would be Carolyn Rush.
MR. SOLIS: ORay.
NITNESS: 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 on 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?
NINESS: I report to the Congressman and Mrs. Rush.

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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 titie.
HTTNESS: Because she's running it.
MR. SOLIS: Okay. Do you supervise anybody on the campaign
stamf?
WHPNESS: 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
hac to do with, you know, my work duties. But
mless he needs me to work, and, like I say, my
original capacity was his precinct coondmnation
and so forth but recently no one.
MR. SOLIS: Okay. And when you're doing this four to five
hours a week, iike 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 fom notary -- I'm a notary also -- to
notarize on pay volunteers or whatever.
MR. SOLIS: Okay.
WTTNESS: Or deliver a check, you know. But it's
primarily, what I do would be from hone, or I'm

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11 you know, if I'm paying someone. Okay. But
12 that would be more like a short meeting place

13 where like I got all these volunteers to pay, or

14 on Exection Day we want to feed all the

15 volunteers, even thouch they stay in the street.
16 I may, you know, go get traye of food, and they
17 come in and eat and then leave.
18 MR. THOMAS: what was youx question? I'm sorry.

19 MR. Sotis: Anywhere else besides the congressman's home and

20 her home?
21 WTTNESS: veah.
22 MF. THOMAS: cot you. Thank you.
23 Mr. SoLis: So and you mentioned the office.
24 WTTNESS: NA-hmm.

25 MR. SOLTS: What office is that?

18 since the last election --
19 MR. SOLIS: Okay.
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21
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MR. SOLIS: You said that it might be two or three days from
now umtil Tuesday ---
WITNESS: Nm-hmm.
MR. SOLIS: -- that you work out of that office.
WTTNESS: 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
nobby.
MR. THONAS: 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
oxay.
WITNESS: -- you know, prior to that.
MN. SOLIS: So the election in 2012, you might mave been
cown there?
HITNESS: Yeah.
MR. SOIIS: And then the most recent time since then was
when you took the pictumes?

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WITNESS: Yeah. Now, one thing too, which I can't recall
exactiy when, if the congressmen 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.
Wrmess: 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 --
NITNESS: NO.
MR. SOLIS: -- how often he goes there?
WHWNSS: 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 thexe to even take the posters down.
MR. SOLIS: Do you know if it has utilities? Does it have
gas, electric?
Wmmess: well, I was surprised that the electricity
worked when we went in. The gas, I don't think
30. It didn't to -- the heat did not seem to be
on.
MR. sOLIS: Who pays the electric bills?

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NITNESS: Right now I don't know. I know I have no idea.
MR. SOLIS: How often is Mrs. Rush at that space?
WTTNESS: 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?
WTTNESS: I know that the shopping center is owned by
Draper and kramer. The space -- he moved into
that space in the B0s because I think the
building that we were in was getting condemmed,
and we just -- and that was as Alderman and
Board Committeeman.
Ang after that -- I mean, after he
became Congressman, it was pramarily, you know,
then we had the district offices get up
throughout the district, and it was, you know,
maybe used, jike I said during the petition
drive andfor the weekend before an election,
umless 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 thank that there is
a lease at all. I think that the place was
given -- I mean, when he originally got it, it

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was -- you know, they gave him a space to
pperate, 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 mere reaponsible for the
repatrs and the uttlities
MR. SOLIS: You mentioned that you felt it was more of a
Committeeman's space.
WITNESS: Yeah.
MR. SOLIS: DOes the Eriends 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 fon utiluties or any other
expenses assoctated with the space, mould 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?
WfTMESS: 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.

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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 bilis, and then they would take them.
MR. SOLIS: Okay. "They would take them?" WITNESS: The Congressman ox Mrs. Rush. MR. EAYME: But Just -- just so I'm clear, so some expenses, the utility bills associated with that space would come from either the Eriends of Bobby Rush commttee or citizens for Ruch -WITNESS: Correct.
MR. PAYNE: -- deperding on who had the funds? WITNESS: Correct. MR. FAYME: Okny. Do you know what type of expenses it would be? Wouid it be utilities that would come out of the Citizens for Rush Eunds? Would it be \(--\) Wreness: Utilities, and \(I\) do know that we did purchase a heating unje. I think we were about to go into a petition drive, and there was no heat. MR. PAYNF: When was that that you purchased the heating unit?
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mtTNESS: 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 Distriot Director was on leave of
absence.
MR, PAYNE: And that came from Citizens for Fush?
NITNESS: Yes.
MR. PAYNE: Okay. FHas Citizens for Rush made any other
expenses for improvements to that space?
MTMNESS: I can't recall, you know. We were in there so
long. I know that was the onIy 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. SOLTS: Does the property have telephone services?
NTTNESS: Tt has telephone services, but that's all it is,
Is a telephone. There's no dial tone.
MR. SOLIS: Okay. So a telephoae exists, but there's no
conmection?
MITNESS: Xeah. 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 -- staxted working

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with the Congressmar in 1 §3, I mean, when he was
Aldemman. 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 mumerous candidates because
there's moxe 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 dimoulating thetr petitions because
you had prechnct captains and so forth.
    He stopped being the ward Committeeman
    I think about 2007 or 2008 because technicanyy
    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 Distriot.
    MR. SOLIS: SAnce our review started, so, you know,
    probably, you know, 40 days ago, over a month
    ago --
    W-LNESS: Mm-hmm.

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11 since the last election, if then.
12 MR. SOLIS: Okay.
13 WTMNESS: Yeah.
14 MR. BOLIS: Are you in charge of making disoursements from
15 Citizens for Rush funds?
16 NTTNESS: Yes and no. Up thtil Mrs. Rush's illness, she
17 maintained --- they maintained the checkbook.
18 They would -- she would pay certain bills.
19 Bills that I would get in the mailbox. I would
20 get checks from hem, and, you know, give them a
21 list of what we would have to pay; and then pay
22 those bills, okay. A lot of times I would find
23 out about bill payments with the bank statement.
24 MR. SOLIS: Okay. Since Mrs. Rush's illness?
MR. SOLIS: -- have you been in the space to move things
around?
NTTNESS: No.
MR. SOLTS: Have you made any alterations to --
NTTNESS: Just taking pictures.
MR. SOEIS: Okay. You didn't go inside?
MITNESS: And that was my -- no, I mean, I went in to
take pictures inside.
MR. SOLTS: Okay.
WTTNESS: But I haven't been inside there I don't think
snce the last election, if then.
MR, SOLIS: Okay.
ImNESS: yean.
. souns. fre you in charge of making aisoumsements from
OTTNESS: Yes and no. Up tntil Mrs. Rush's illness, she
naintained -- they maintained the checkbook,
They would -- she would pay certain bills.
MTNESS: Since Mrs. Rush's illmess, I believe in about

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October, we went -- well, Mrs. Rush and I were
both signatures on the account.
MR. SOLIS: Okay.
wlTNESS: 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, fust one signature
temporarily. And at that time then, I'm the
only signature, so I start paying.
MR. sozts: Okay.
wITNESS: And the checks I did order. I know he had
problems at his home with watex and so forth --
MR. SOIIS: Right.
wrmess: -- water damage. I ordered a new checmbook,
which I have, but the checks I have written are
primarily, you know, to Our fundraiser.
WITNESS: I mean, they're minimum.
Mr. PAYNE: Just so I'm clear on the timing of this all, are
you saying that approzimately october of 2012,
you started this role of having the -- control
of the checsbook?
NITNESS: Well, 2013, I became the sole signature.

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MR. EAYNE: OkZy.
WITNESS: I didn't have control of the checkbook until it
was delivered, probably iate last month.
MR. FAYME: Okay.
WITNESS: Okay.
MR. PAYNE: So who was --- how are payments being made from
that -- from October 2013 untis you got the
checkbook?
WITNESS: I would get checks from the congressman.
MR. FAYNE: Okay.
WITNESS: Fhen I guess wherever she -- they made the --
Mrs. Rush had the chebkbook within their home.
{e would take checks out of the checkbook and
Give them to me. Then I would just go pay the
Mils.
MR. DAYME: These wexe blank checks --
WITNESS: Yeah.
MR. FAXNE: Okay.
WITNESS: They were blank.
MR. SOLIS: And the cheoks -- the checks have Citizens for
Rush on them?
WITNEGS: Yes. Citizens for Rush.
MR. SOLIS: So, again, just so we're straight, from October
2013 until you just got this checkbook
personally, Representative Rush was -- is the

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one who was making the decisions on when and
where to cut cheoks?
WlTNESS: 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 stonage unit, okay.
When it comes to the fundraiser like, you know,
when should I pay, you know. I got bllls 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. Then you talk about the storage space, is
that 407 East 25th Street?
WITNESS: 26th, 25th. Okay, yeah. That -- yeah. That's
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

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this unit.
MR. SOLIS: Okay. So prior to october 2013 when Mrs. Rush
became ill, she was the sort of -- the primary
decision makef on disbursements for the campaign
committee?
WITNESS: It would still be both. I think they would
ta.k.
MR. SOLIS: Okay.
NTmNESS: 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 witw her signature on
it, like I do now. Then lite I talked to the
Congressman last night and infommed him what
bills were in the PO box and, you kmow, when to
pay them, and get -- to get his approval to
write and mail.
MR. THONAS: Can I maybe jump --
MR. SOLIS: Sure.
MR. THOMAS: TuSt to clarify, it sommos like the procedure
before required two signatures.
NITNESS: 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?

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WITNESS: Correct. And vice versa.
MR. THOMAS: Then you would -- you wonld add the signature if
-.- once you got the ....
WITNESS: Yeah. Once I got permission to --m right.
MR. THOMAS: -- whether they wanted you to go abead and pay
it?
WITNESS: Mm-hmm.
MR. SOLIS: Okay.
wITMESG: 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.
WMTMESS: Mr-hmm.
MR. SOLTS: Do you know what that is?
NITNESS: That's the Congressman's chmrch.
MR. SOLIS: Okay. Do you attend servicen there? Do you go
there?
WITNESS: Only funerals and weddings.
MR. SOLIS: Okay.
WITMESS: I mean, I'm not a member as (inaudible). As
District Director, if he was sponsoning a food
drive or something like that, sometimes -m I
mean, on the weekends, on our volunteer time, we
may go over and help with the distribution. But

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other than that funerals plural and one wedding.
MR. SOLIS: OkEy.
WITNEBS: I've never been to a service other than that.
MR. SOLIS: Has the Citizens for Rush campaign committee
made donations?
WTTNESS: Donations have been made periodically to the ---
I mean, to the church. There maybe a few times,
but not many, where I've writter the check. A
lot of times the checks are written -- you know,
were written by Mrs. Eush, but it was, you know,
they hatre an anmual fundraising event. So some
-- you know, a lot of times it was around that
time, ox I would find -- really, I would find
out about the disbursement with the cancelied
checks.
MR. SOLIS: Okay. If you were required to be a signator on
those checks though prior to October 2013 -..
NTTNESS: Mm-hmm.
MR. SOLIS: -- would you have to have signed the checks to
the -- the church?
wITmeSS: mhey had me sion a blank check.
MR. SOLIS: OKay.
MR. THOMAS: Say that again.
WTTNESS: T signed -- I would sign like four checks.
MF. THOMAS: Oh, you would give them some signed checks?

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NHTNESS: Yeah. They would ask me to sign checks, and
they would give me checks with one signature.
MR, SOLIS: Okay.
mTTNESS: Tn 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
Iuncheon or something. So I would send checks
with him, and then even on the fundraiaing aide.
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 fust sign
it and ther you give it to them; then you find
ont later that the donation was made?
NITNESS: I mould say it would be more like -- they would
not give me one check to sigm, and I'm signing a
blank check. It would be luke I have bills, and
Carolym says that, you know, there are bills
that she has to addreas. Then she'd have me
sign three checks, and she'd give me three on
four checks, depending on the bills that I nad.
MR. SOLIS: Okay.
NTTNESS: But as far as I knew, the checks were used on an
as needea basis, okay, not more so, sign this

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blank check, and I'm getting ready to wrile it
out.
MR. SOLIS: Okay. I just want to know the excent that you -

- that you're awareness of the checks being
Written to the Beloved Community Christian
Church.
WITNESS: No. E 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 knowr
may buy -- weli, 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 nad or -..
NITNESS: NO.
MR. SOLIS: Did he ever give you a reason why he decided to
make a donation?
WTNESS: 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

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had family members that worked there.
Mk. SOLTS: Okay. What family members do you know womked
there?
WTTNESS: 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.
WTTNESS: 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. Nell, that's family.
MR. SOHTS: Do you know if his family members were paid by
the church?
NITNESS: 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?
WmNESS: The ondy thing that I'm aware of is that he had
a son that became -- m mean, is now a preacher,
a reverend. I think he is. He gives service.
MR. SOLIS: Okay.
WHMESS: That -- and that's all I know. I was never
aware of anyone getting paid there at any time.

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I do know at one time when the church first
gtarted, 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.
MTTNESS: -- and I let him know. And I think he -- T told
him, "You need to find somebody that"s
specializes in churches." But that was way back
in the begimming.
MR. SOLIS: Okay. Do you know if the campaign committee,
the citizens fom Rush commttee has made any
donations to Beloved Communty Eamily services?
WMmess: 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 Iocked it up, I found that I hac -- that the
check was written in July 21, 2013.
MR. SOLTS: Okay.
WMm,SS: That the check had been written to Eamily
Services, and at this point I was, you know, in
the process of working on the amendment.
MR. SOLIS: Okay.
NTTAESS: I just pumched the wrong name. I don't even

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think -- I wotid have to look in the system. I
don't even think I hac them listed as a business
in the -- on the gEC.
MR. SOtIS: So you don't recall signing a check to seloved
Community Eamily Services from Citizens for
Rush?
WITNESS: No.
MR. SOLIS: Okay.
WTrNESS: I don't recali.
MR. SOLIS: Okay. But you -- but you found out this week,
tn the course of this review, that a check was
written?
WIDNESS: Yes. But not by me.
MR. SOLIS: Okay. Do you know the amount of that check?
WTMNESS: x think it was 2,100.
MR. SOLTS: What about Beloved Community Famjly Nellness
Center?
NTTNESS: 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
WO find the cancerled check?

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WITNESS: No. I was contacted by I quess someone that
works at the churon, okay, to say I can't show
where we deposited this check. Evidently they
were given a list by someone --
MR. SOLIS: OKay.
NITNESS: -- 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. EAYNE: You need to do an amendment to the --
NTTNESS: Amendment, yeah.
MR. PAYNE: -- FEC EOMm?
WTTNESS: Right.
MR. PAYME: Okay.
MR. SOLIS: SO it appears that Family Services cashed the
check?
WHNESS: Yea. Because I'm looking at the bank atatement,
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 sigmed.
MR. SOLIS: Okay.

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WITNESS: We were the only two signatures.
MR. EAYME: And ---- I'm sorry --- Just so I'm clear, you both
would have signed that check?
WITNESS: YeS.
MR. PAYNE: Alright.
MR. SOTIS: Prior to October 2013 when Carozyn became ill --
HITNESS: Mm-hmm.
MR. SOLIS: -- how much work was she doing on the campaign?
WITNESS: Well, I would she was -- she was always in
change, okay. They -- I meam, 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 me's endorsed, and we've all
been on the staff.
MR. SOLIS: OkQy.
WTTNESS: She's always been like in charge. I can
remember as District Director that if we were
planning a Town Fall meeting or whatever, she
may be in on a confexence call to put in her
input on who we might invite and things ifke
that. But she was more in charge of it and hac
more hands on what was going on than anyone.
MR. SOLIS: Okay. How many hours a week would you estimate

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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. SOLTS: Okay.
MITNESS: 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 stnce she
became ill in ootober 2013?
NITNESS: 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: Wel1, when I say 2012, when I go tm there is

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either to pay people that may be walking and
they're getting paid, or buy food for --
MR. SOLIS: ORay.
NTTNESS: 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 - - -
NITNESS: But we haven't really had a major campaign, but
we're out there -- we could -- I mean, he may
decide, well, we're gotng to -- well, we have
what we canl yard signs here, and those are the
signs that we stick on the streets; and we call
that visibil1ty.
MR. SOLIS: Right.
NMMESS: The visibility team goes out, ance the visibility
team, you know, may have posters for all
candidates, you know, that have provided us with
materbals.
MR. SOLIS: Were you at that space at all in 2013?
NTHNESS: 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.
NITNESS: It was --- you know, but for no extended period
that I recalı.
MR. SOLIS: I think that's all the questions we have.

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\squareSO thank you very much for sticking it
out with us and the very helpful information.
Thank you.
MR. THCMAS: 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 \square\ had
taken.
MR. SOLIS: I mean, guite framkly, I didn't even notice that
--
MR. THCMAS: I Was worried --
MR. SOLIS: -- difference in pictures.
MR. THCMAS: -- 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 comer steshed in there were of
all sorts of different condiciates. So I am
responsible for having moved some of the signs
so that you could see --
MR. SOLIS: Okay. Okay.
MR. THMADS: -- the other cancidates. So that --
MR. SOLIS: Okay.
MR. THCMAS: -- so if you're interested in that distinction
because your wonderful photographs reflect

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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 offthe covering of a sigm that was up on
the end, you know, where that -- all that --
WTTNESS: Oh, right. That was --..
MR. THOMBS: And it had an old -- I can't remember -- it said
something about Aldemman.
WITNESS: Yeah. For AIderman and Second Ward
Committesman.
MR. THCMAS: Because he wantec you to see --
WITNESS: It was like made on the wall.
MR. THCMAS: -- that.
mHINESS: Yeah.
MR. SOLIS: Yeah. Why was it covered up in the first place?
WITNESS: It was because he was no longer.
MR. THOMAS: Yeah.
NTTNESS: Fee no longer held those positions. He did
become a Central State Committeeman. The
Centras scate Committeeman is a state position,
and it is for the same district as the
Congressional District. Waxd Commtteeman is
approximately we would have 50 to 53 wards --
MR. SOLIS: Okay.
W\PsiTNESS: -- I mean, precincts within ward, maybe about

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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 responstble
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 woukd 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 Erom here on out.
MR. THOMAS: Apologies, apologies.
MR. SOLIS: No, no, no. That's alright. That's alright. I
dicn }\mp@subsup{\mp@code{t}}{}{\prime}\mathrm{ 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 \& knew anythfng
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

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get Lt." But I wasn't going in there by myeelf,
and then next thing I know he says, "Don't touch
nothing." So as far -- you know, we haven't
touched anything.
MR. SOTIS: You mentioned you talked to him last night?
WITNESS: Yeah. I talked to him last night because I went
to oun EO bow.
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 woxk thinks I'rigoing on a
job interview.
MR. SOLIS: We don't mean to get you in any trouble.
WTTNESS: On, no. I'm not in trouble.
MR. SOLIS: Did he talk to you at all about what he thought
we might ask?
WTTNESS: Huh-uh. NO.
MN. SOLIS: Okay. Did he talk about the rental space at
a11?
WITNESS: Huhmuh. I mean, we've not -- no, not
(inaudible) at all. Huh-uh.
MR. SOLIS: Have you talked to him simce we began our review

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about the rental space?
NITNESS: 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. SOLTS: OkEy.
mIfNESS: ORay. 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
builamgg down.
MR. SOLIS: Okay. AImight. Well, I was just going to ask
if it stilu exists, but I guess not.
NTTNESS: No. That -- that building doesm't, but, I mean,
we're talking '91, '90 - '91..
MR. SOLIS: Okay.
MF. EAYNE: I do have one question. Is there an office at
35th and --
MR, SOmiS: Rhodes?
MR. PAYNE: -- Rhodes? Is there a campargn office at 35th
and Rhodes, Like a block over Erom MLK?
ATTNESS: 35th and Rhodes, that 1s -- that was the
campaign office or no -m it was an office for

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our State Representative Lou Jones at one time.
I thing right now is (Inaudible) office for the
-- there are two offices right there. Ther've
always been held by elected officiels' campaign
but mainly as their official offices.
MR. EAYNE: Okay. So those offices are not affiluated with
Congressman Rush?
mrNESS: 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 the:r posters in the
window, the State Rep. Well, the State
Representative is on one side, I thmmk, and the
Aldemman is on the other side. But I think that
-- that's the xelationship they have with the
owner.
MR. PAYNE: Okay. Well, thank you,
WITNESS; Okay
MR. SOLIS: Thank you vexy much.
MTTMESS: Okay.
END OR TNTERVIEW

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\begin{tabular}{|c|c|c|c|c|}
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\hline absence 16:5 & back 3:3 4:12 6:8 & 3:16 6:6,15,20 7:3 & checks 18:20 19:13 & 36:4,5 \\
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\end{aligned}
\] & \[
\begin{aligned}
& 3: 23 \quad 10: 513: 13 \\
& 16: 22 \quad 17: 9,15
\end{aligned}
\] & \begin{tabular}{l}
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\end{tabular} \\
\hline
\end{tabular}
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\begin{aligned}
& 17: 2123: 2231: 19 \\
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& \text { doesnt } 7: 2325: 12
\end{aligned}
\] & \[
\begin{aligned}
& \text { everybody } 27: 4 \\
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& \text { evidently } 30: 3
\end{aligned}
\] & \[
\begin{aligned}
& 24: 2425: 22 \\
& \text { frankly } 34: 9 \\
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\hline & 11:17 12:15,22 & \(\frac{F}{\text { fact } 6.1837 .8}\) & funerals 23:19 24:1 & 9:2,3,19,20 19:14 \\
\hline & 13:1,23 18:10 & \[
\text { fact } 6: 1837: 8
\] & \(\frac{G}{}\) & \[
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\] \\
\hline & \begin{tabular}{l}
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\end{tabular} & \[
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& 29: 10
\end{aligned}
\] & hands 31:24 hard 32:3 & inside 11:11 18:6,8 \\
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\begin{aligned}
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\end{aligned}
\] & havent 11:9,15 & \\
\hline & event 24:11 & four6:21,218:15 & 12:918:1033:7 & \\
\hline
\end{tabular}
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\hline taken 34.8 & thinks 37:14 & 11:1,712:1721.5 & week 5:21 6:3,16 & 35:18,25 36:3,10 \\
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\section*{EXHIBIT 6}

\section*{Transcript of Interview OF CAMPAIGN VOLUNTEER}

\section*{Present:}

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Scott Thomas
\(\square\)

Transcribed By:
Julie Thompson

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MR. SOLIS: How long have you been in that role with
Citizens fon Rush?
MTTNESS: About 8-- 8 vears this time, a total of 9, but
T've been a part of the organization over 20
years.
MR. SOLIS: OkEy.
NITNESS: But in that role about eight years.
MR. SOLIS: How long have you known Congressman Rush?
mTmNESS: About 23 years.
MR. SOLIS: Do you have an official title with your part-
time position with Citizens for Rush?
NTTNESS: I'm the Law Enforcement Coordinator for the
First Congressional bistrict
MR. SOLIS: DO you do any work with Eriends of Boboy Rush?
NTTNESS: No.
MR. SOLIS: OkEY
NITNESS: What do you mean Friends or 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 w was just wondering if you're aware
of that name?
NITNESS: On, yeah. Oh, yeah. I'm aware. I'm aware of
Citizens for Rush.
MR. SOLIS: Okey.

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NITNESS: Is that what you're referring to?
MR. Solus: I'm actually referring to another committee
called Friends of Bobby Rush?
WITNESS: Oh, yean. I'm familiar with that.
MR. SOLIS: Okay. Do you do any work for Eriends of Eobby
Rush?
WLTNESS: NO.
MR. SOLTS: Are you paid by wriends of -- excuse me --
Citizens for Rush?
WTMESS: No. This is all volunteer.
MR. SOLIS: Ail volunteer?
NITNESS: 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

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know. I work with different efected offictals
and their chiefs of police, you know. I kind of
coondinate, you know, whatever needs to be
coordinated between our office and various
cities and counties ir our district, anything
that pertains to law enforcement.
MR. SOLIS: DO you do any work for Congressman Rush's
official office, his Fouse of Representative's
office?
WITNESS: Do I do any wonk there? I told you. I am a
part-time employee. I say, I drive with him. I
dxive him sometimes, and -- and other times I
accompany nim.
MR. SOtIS: Okay. Thanks For that. I'm just trying tomake
a distinction between working for his official
office and then working for his campaign
committee.
MTTNESS: Okay. Iret me -- let me -- let me be clear.
When I work for his campaign committee, that's
only selated to -- once every two years, and
that's with petitions. That is the extent of ---
MR. SOLIS: Okay.
ITWESS: --m of what I do.
MR. SOLIS: Okay.
MITESS: Okay. That`s it. That's the extent, and -- and

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there is no pay with that. That is volunteer.
MR. SOLIS: Okay. Then let me just focus on that and jugt
some questions about that.
NTTNESS: Mm-hmm:
MR. SOLIS: Do you have a title in your role of the
volmyeering for the campaign committee?
NITNESS: I'm one of the coordinators who circuiate -- 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 nave -- have one of us to come
back and pick them up.
MR. SOLIS: Okay.
WmNE3S: Okay. And that's -- that's the extent of it.
That's the extent of my work with -- with him --
MR. SOLTS: Okay.
NITNESS: -- with that.
ME. SOLIS: And, again, with Citizens for Rush when you're
doing that circulating of petitions, who do you
report to on the cammaign committee staff?
WTMESS: I don't really reporte -- 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

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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
oirculators.
MR. SOIIS: Okay.
HITNEss: And a fes people we use that -- the majority of
oun people comes from elected offictals coming
from (imaudible), 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 rums the
show?
WITNESS: I'm -- I'm not -- you know, I'm fully not --
fully not sure --
ME. SOLIS: Okay.
WITNESS: --- you know, who -- who runs the show.
atr. SOLIS: Okay. Could it be Sheila? Does Sheika have a
management role?
HITNESS: She is the -- she is the treagurer, okey. So I
don't -- I don't know who fully rums that role.
MR. SOLIS: Okay. And you mentsoned -- so, again, the
campaign committee --- when you woris there, you
said once every two years ox so when it's
election time

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WITNESS: Right.
MR. THOMAS: Since
WiPNESS: 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 eveny two years, citimens for Rush, are you
working seven days a week? you working three
days a week?
WTTMESS: No, no. Let me -- let me be olear 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'lla call me: or
Chey'11 call someone else, come by and pick up
these petitions.
MR. SOLIS: Okay*
NITNESS: Okay. So -- so it may be -- you knowr 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

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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 seagon, you're basically working maybe
a meek, and it's a fen 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 hack to my house.
MR. SOIIS: Take them to your house. Does the campaign
committee have ar offlce? Do they have a space
that they use?
WITNESS: No, no. They haven't -- let me De ciear on
something. Since 20-- 208 (sic), they have no
nad really, you know, any competition. The
Congressman has not had any ommetition. 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
dic work out of there. We did work out of the
office there, ont of their office rather. Okay.
So he has not -- you know, he's not

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had no reason for a campaign office since Barack
Obama, 2000. He has --- he has no reason for a
campaign office. I'm saving 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 caje
MR. SOIIS: Okay. I see yourre lookng at some notes there.
Did you write those notes?
MITNESS: ves, I did.
MR. SOLIS: Okay. When did you write those notes?
WITNESS: mbout 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 woxked with.
MR. SOLIS: Right.
WmNESS: You know, Aldemman Cochran, Aldemman Lyle, okay,
(inaudible), Alderman Harms. Kou know, I went
there on saturdays to help notorize and pick up
our petitions
MR. SOLIS: Okay. Nas anybody with you when you jotted that

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stuff down?
NITNESS: On, no. NO.
MR. SOLES: OKay.
WITNESS: I did this at home.
MR. SOLIS: Okay.
WTTNESS: I did this at home.
MR. SOLIS: So Shehla, to the extent that you know what she
does with the campaigri committee, is she
operating out of an office? Where does she do
her campaign work from?
WITNESS: Rs I said, she does -- we don't have a campaign
office. So she ras to be doing it from her
nouse. 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 Ktng Dritve, that
place has been unocoupied for at least -- at
least six -- five or six years, okay. The
lighte -- the lights are out all the time. The
ourglar alarm is not wonking, okay. When --
when that office is used, it's other candidates
that come -m they'Il come -m they'II asj to come
there and put their -- put their posters in the
windows because of him. He, as a state central

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Commtteeman, that's part of his responsibility, okay. Other than that, that office is just a storage -- a stonage area for, you know, a lot of his old Aldemanic records there. MF. SOLTS: Have you ever been to that space? WITNESS: On, yes. I've been there. MR. SOLIS: When is the last time you were at that space? WTMESS: Rent? I'm sorry. You said rent? MR. SoLIS: When is the last time you were physically present at that -- at that -wTTNESS: Maybe about four monthe 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 mobody 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 stoxes there anymore. So it's, you know, a really desolate area. MR. Sonis: So other - - and other candidates and commitees are using that space? WImess: No. Whey only have their postexs. They' 11 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 obliqated to do
that. rhat's it.
MR. SOLIS: Do you know who owns that space, that one on
King Drive?
NTTNESS: 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.
    WrTNESS: Actually, there are no more stoces 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?
    NITNESS: 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?
    Wrmess: 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, of the ruming of the that. NTMNESS: yean. If -- If need be, yes. MR. PAYME: So you have a key to the property?皿Imess: Yeah. I have a key -MR. EAYNE: OR3Y. WITNESS: - alonc with several others. Rignt. MR. EAYNE: Who else has a key to the -... WTMESS: I'm not certain. I think -- I thak that sheila might have a key also. MR. PAYME: OKay. WITNESS: And the Congressman.

4 Mr. EAYM: Does that space have typical office equipment, copiers, desks, chairs, things like that?
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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
antighated, 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 dion't say
they extenced the lease. I sasd that they gave
them a lease when he was an Aldemman.
MR. EAYNE: Okay.
WITNESB: 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. EAYNE: Okay.
wITNESS: -- about what happened
MR. PAYNE: Almight. And I'm just trying to make sure I
know what you mean when you say "they." So whem
you say "they" --..
WITNESS: I said the City of Chicago.
MR. EAYNE: Okay. They is the city of Chicago?
WITNESS: Right, City of Chicago. Every Aldemman, every

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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 teiling 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 postexs of
curcent 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

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place. Nobody uses it.
There'? no purpose to use it. There's
no purpose, you know. He doesn't have a
campaign. So he doenn'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 Eace-to-
face, but he's, you know, sumaitted some letters
to us, documents whith Mr. Thomas' assistance.
WITNESS: Mm-bmar.
MR. SOLIS: And, you know, he said that, that space is used
minimaliy but on a -- on a thing like get out
the vote on Election Day, things like that.
WimNess: Yeah.
MR. SOLIS: DO you recall eger Election Day where --
WrTNESS: Oh, yeah. I recall Election Days. Oh, yeah.
MR. SOLIS: Okay.
WITNESS: Yeah. Many years ago, many yeare 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 --m he was Ward
Committeeman. He dropped out. So it had to be
probably about 207, 208 (sic), you know, to my

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knowledge.
MR. SOLTS: Do you ever recall being that King Drive space
on Election Day to get out the vote, anything
like that?
NITNESS: 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?
WITNESS: 2009, 2011, 2013, nothing.
MR. SOLIS: Okay.
NITNESS: 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: Nm-hmm.

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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?
NTMNESS: No, no, no, no. I don't -- no. I'm-- no, no.
Sonetimes T'11 take them -- I' 11 take them --
you know, always the ones that I get I take them
    home because I'm also a notary.
    MR. SOLTS: Okay.
WTTNESS: So I notarize them, and I go out to the othex,
other elected officials; and theirs aren't
    notarized, you know. Then they' 11 bring their
    people in, and they'll notarize them in front of
    me. And then T'Il bring -- I'lı 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 Commanity christian
    Church?
    WTMNES: On, yean, yeah. Yes.
    Mk. BOMES: OkXy. Are you a member of the church? Do you
    attend?
    NTTNESS: I attend. I'm really not a member of -- really
    not a merber, you know.
    MR, SOLIS: You kmow, that Congressman Rush is the pastor
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there?
NITNESS: on, yeah.
MR. SOLIS: Okay.
NITNESS: Nm-hmm.
MR. SOLIS: Do yot know any of his fam\&y members that might
work there?
NITNESS: I believe he has -- maybe has a niece that works
there to my knowledge, and that's -- that's it.
MR. SOLIS: And who ls that?
WITNESS: T think that's fingelique.
MR. SOLIS: Okay. Do you know ift she's paid by the chumch?
WITNESS: I don't kmow anything about the fmmetioning of
that church, you know. You know, and I have a
business myself, ckay, and I'm --- you know, I'm,
you krow, 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 chumoh?
WTTNESS: No more than what I read in the papers.
NR. SOLIS: Okay.

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WITNESS: Okay. That's it.
Mr. SOLIS: So outside the papers --
NTTNESS: NO.
MR. SOLIS: -- discussions with Congresaman Rush, nothing
like that?
NTTNESS: 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 esse's.
MR, SOLIS: I want to go back a little bit on the workings
of the campaign committee and your knowiedge of
who wowks theme. Mrs. Rush, she work for the
Citizens for Rush campaign committee; do you
knom?
NTNESS: Yes, yeah. She -- she did some work. She did
some work in previous years. She dic some work.
MR. SOLIS: What work did she do?
NTTMESS: 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 wowk she did. I do know that
she --- that she did work for the oampaign.
MR. SOLIS: How did you come to know that?
NITNLSS: Because I saw her. I saw her.

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MR. SOLIS: Okay. Okay. So if you -- if yourve seen her
work -..
WITMESS: At the office.
MR. SOLIS: -- so what kind of work is she doing when you've
seen her?
WTTNESS: Going -- going over papers, (inaudible) papers
and, you know, things of that -- things of that
nature.
MR. SOLTS: And where did you see hew do thys?
WITNESS: At the 35th street office many, many, many years
ago as I told you.
MR. THOMAS: vou're not going to explatm what the 35th street
office is?
WITNESS: Oh, that's the -- that's the -- that's the
campaign office.
MR. SOLIS: So 35ch and Martin muthem King Drive?
WITNESS: Mm-hmm.
MR. SOLTS: Gkay.
WITNESS: You're right.
MR. THOMas: Just to be cleax, you refermed to it as the
campajgn office.
NITNESS: Okay. okay.
MR. PAMME: And that's what --- that's what it's referred to,
as the campaign office?
WITNESS: That was what?

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Rer, 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 certasn, but her -- you know, I'm
not certain about the intricacies of the
campaign, you know. I'm not certain.
MN. FAYME: Have you seen her, similar to the way that you
saw her years ago, doing -- actually in the
campaign office?
WITNESS: Well, actuallyr 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, consequentiy, I don't -- I don't know think
-w. yos knot, 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 woxks -- a
lot of us work ont 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

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MR. PAYME: Yes. I just wanted to make sure I'm clear ---
NITNESS: Mm-hmm.
MR. PAYME: -- with what you described earlier about your
role as the Law Enforcement Coordinator.
NTTNESS: Yeah. Law Enforcement Coordinator. That's a - -m
that's something that comes from Capitol --
Capitol Police. Each distriot has a Iraw
Enforcement coondinator that helps out the
Congressman when he's going out to events,
especially after Gabby -- Representative Gabby
got shot, you know.
MR. EAYNE: OKay.
NTMNESS: They took a lot of precautions after that, and
they initiated the Law Enforcement Coordinator.
So if there's any issues in the -- Erom
constituents or whatever concerning law
enforcement, then I try to, you know, get that -
-- get that --- get that resolved in addition with
my morking with the congressmam.
MR. PAYNE: Okay. So when you work in -- I'm somxy.
NITNESS: Go ahead.
MR. PAYNE: I didn't mean to cut you off.
NTTNESS: NO. I'm Just --
M\&. EAYNE: When you work in that capacity, you'me working

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for the Office, the Congressional office?
NTRNESS: Yes.
MR. PAYNE: okay. And you volunteer for the office, or
you're --
NTTNESS: On, no. I'm paid.
MR, EAYNE: Paid part-time?
10 WTTNESS: Okay. Below minimum wage.
11 MR. THOMAS: You're not happy about that?
12 WTTNESS: Just roll with the punches, you know. This is a
13 friend. I mean this is someone that -- you
14 know, that 1 know, and I acmive him from the
15 days of the Black Panthers. And I've been with
16 him. That's why t joined him back in 1990, you
17 know, and he's always -- you know, and I
18 respect, you know, what he - - what he has done.
19 So, no, no. A lot of stuff -- you know, a lot
20 of stuff we'il just -- you krow, 111 do for him
21 just because he's a friend, even though i get a
22 paltry check.
23 MR. PAyNE: Okay.
24 MR. SOLIS: I think that's all we have for you, ,
25
MR. PAYNE: Okay.
\(\square\).

WITNES: 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. wrness: ălright. END OF INTERVIEN

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\begin{tabular}{|c|c|c|c|c|}
\hline A & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { bolbby } 3: 14,174: 3 \\
& 4: 5
\end{aligned}
\]} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { 20:11,13,23 } \\
& \text { circulate } 6: 718: 18
\end{aligned}
\]} & \multirow[t]{2}{*}{coordinated 5:4 coordinator 3:12} & \multirow[t]{4}{*}{\[
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12: 2116: 19 \\
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\] & \[
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\] & \begin{tabular}{l}
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\hline 16:318:7 & property 13:20 & robins 8 :15 & 11:5,712:5,7,9,13 & talk 17:9 \\
\hline partime 2:17,17 & 14:13,15 & role 3:1,76:57:19 & 12:21 13:3,8,15 & tell 3:2118:23 \\
\hline 2:23 4:24 5:11 & punches 26:12 & 7:21 25:5 & 13:1914:1,10 & telling 16:14 \\
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\hline pastor 19:25 & put 11:24,24 12:24 & running \(13: 25\) & 17:17,19 18:2,8 & thanks 5:14 \\
\hline panil1:92:1 & 18:22 & runs \(7: 12,17,21\) & \(18: 10,12,2219: 1\) & thats \(5: 19,21,25,25\) \\
\hline pay \(6: 17: 3,315: 15\) & & rush \(2: 10,14,243: 2\) & 19:9,18,21,25 & \(6: 14,14,1510.9\) \\
\hline 20:17 & Q & 3:8,11,14,17,19 & 20:3,5,9,11,19,21 & 12:1,25 13:2 16:3 \\
\hline payne 1:102:4 & questions 6:324:25 & \(3: 244: 3,6,96: 18\) & 20:25 21:2,4,12 & 16:4,2 | 17:5,6 \\
\hline 14:12,15,17,19,22 & 27:5 & 7:128:9 17:9 & 21:19,24 22:1,4,9 & \(20: 8,8,10,1621: 1\) \\
\hline \(14: 2415: 6,13,18\) & R & \(19: 2520: 2121: 4\) & \(22: 16,1823: 7,12\) & \(22: 14,14,14,23,23\) \\
\hline 15:20,24 16:6 & \[
\text { reach } 4: 25
\] & \(21: 14,15,2123: 7\) & 23:15,19 24:2,4 & 25:6,7 26:16,24 \\
\hline \(22: 23\) 23:1,4 & reach \(4: 25\) read 20.24 & \[
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\] & \(24: 25\) 26:24 \(27: 2\) & theirs 19:11 \\
\hline \[
\begin{aligned}
& 24: 1025: 2,4,13 \\
& 25: 21,23,2526:
\end{aligned}
\] & \begin{tabular}{l}
read \(20: 24\) \\
ready \(18: 20\)
\end{tabular} & rushs 5:7 & \[
\begin{aligned}
& 27: 4,8 \\
& \text { somebody } 21: 11
\end{aligned}
\] & \[
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& \text { theres } 13: 1917: 2,2 \\
& 25: 16
\end{aligned}
\] \\
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26: 6,9,23
\] & reall \(13: 5,15\) & S & \[
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\] & theyll \(6: 108: 18,19\) \\
\hline pays 15:14 & really \(6219: 17\) & safe \(9: 3\) & sorry 12:825:21 & 11:23,23 12:23,24 \\
\hline people 7:6,78:25 & \[
15: 1716: 7,8,8
\] & satardays 10:23 & sort 4:19 & 19:12,13 \\
\hline 18:1719:13 & \[
\begin{aligned}
& 15: 1716: 7,8,8 \\
& 18: 14 \quad 19: 23,23
\end{aligned}
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\begin{gathered}
\text { saw } 16: 1821: 25,25 \\
23: 11,1424: 11
\end{gathered}
\] & space 9:13 12:5,7 & \begin{tabular}{l}
theyre 8:17 \\
theyve 20.22
\end{tabular} \\
\hline periodically 12:15
personally 179 & \[
18: 1419: 23,23
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24: 14
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\begin{array}{r}
23: 11,1424: 11 \\
\text { saying } 8: 1410: 3
\end{array}
\] & \(12: 2213: 314: 24\) & theyve 20:22 \\
\hline personally 17:9 & \[
\text { reason } 9: 2010: 1,2
\] & saying 8.14 \(10: 3\)
scott 1:11 2.4 & 16:2,1117:13 & thing 15:6 17:14 \\
\hline pertains 5:6 & recall 17:17,18 18:2 & scott 1:11 2.4
season 9.5 & \(18: 219: 4\) & 21:723:17 \\
\hline \begin{tabular}{l}
petition 6:23 \\
petitions 5:21 6:8
\end{tabular} & recalling 10:18 & \[
\begin{aligned}
& \text { season } 9: 5 \\
& \text { second } 23: 2,
\end{aligned}
\] & spark 2:6 & \[
\begin{array}{|l}
\text { things 14:25 } 17: 15 \\
22: 7,7
\end{array}
\] \\
\hline 6:19 8:14,15,20 & recollection 17:21 & security \(20: 1521: 8\) & 2:4,6,6,8 25:1 & think 14:20,20 \\
\hline 9:7,10 10:5,24 & records 12:4 & see 10:1122:9 & \(26: 25\) & 16:17 20,10 24:16 \\
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\hline \(19: 17\) & referred 22:20,23 & separate 3:18 & spends 16.10 & thomas 1:17.2:4 \\
\hline physically 12:9 & \({ }_{\text {2 }}^{23: 12}\), 4.12 & seven 8:10 & staff 2:15,23 6:20 & 8:2 17:11 22:12 \\
\hline pick 6:12 7:3 8:14 & referring 4:1,2 & sheila 6:23,23 7:18 & starting 27.3 & 22:20 26:1 \\
\hline 8:19 9:6,8,9 10:23 & \begin{tabular}{l}
11:16 \\
related \(5 \cdot 20\)
\end{tabular} & \[
7: 1811: 714: 20
\] & stash 19:15 & thompson 1:17 \\
\hline 18:2119:2 & related 5:20 rent \(12: 8,8\) & shes 11:14,14 20:11 & state 2:5 11:25 13:1 & thought 13:22 14:1 \\
\hline picking 18:15 & \[
\text { rental } 16: 2
\] & shot 25:12 & 17:23 & \[
14: 3
\] \\
\hline piece 10:10 & \begin{tabular}{l}
rental 16:2 \\
report \(6: 20,21,22\)
\end{tabular} & \[
\text { show } 7: 13,17
\] & stop 19:4 & three 8:109:19 \\
\hline place 11:18 12:17 & & sic 8:4 9:16 17:25 & storage \(12: 3,3\) & \[
10: 1513: 7,7
\] \\
\hline \[
17: 1
\] & \begin{tabular}{l}
6:22 \\
representative \(3: 19\)
\end{tabular} & signatures \(6: 9\) & stored 19:17 & time 33,117:25 \\
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\hline posters 11:24 12:23 & resolved 25:19 & solis 1:9 2:1,2,8,13 & stuff 11:126:19,20 & times 5:12 16:17,18 \\
\hline 12:24 13:12 16:18 & respect \(26: 18\) responsibilities & 2:16,18,21,23 3:1 & submitted 17:10 & title 3:106:5 \\
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\end{tabular}


\section*{EXHIBIT 7}

\section*{Transcript of Interview OF REPRESENTATIVE RUSH'S BROTHER}
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INTERVIEW OF W
Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
\square
Alan Zenoff

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Transcribed By:
Julie Thompson
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MR. SOLIS: Alright. We are here wilh mm,
could you please state your name?
(the "witness"):
MR. SOLIS: And we're just going to be asking you some --
some questions about your rale 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 memoer of the
church.
MR. SOTTS: Okay. And what is your relathonship with
Congressman Rush?
WITNESS: He's my older brother.
MR. SOLIS: Where are you employed?
WITNESS: Eresently I'm unemployed.
MR. SOTIS: Have you ever had any title or position with the
church?
WITNESS: Other than I was once the Choir Delegate. No.
I take it -- Lhe Choir President.
MR. SOLIS: Okay.
WTTNESS: Yes.
MR. SOLIS: I think we earlier spoke with the current choir
President. Is that --
WITNESS: Right. We11, we change every year.

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MR. SOLIS: Is that Eatricia right now?
NITNESS: Yes.
MR. SOLIS: Okay. What about in the church's formation;
were you ever iisted on any legal docmments as
having any type of legal role at the churoh?
WITNESS: I think T was. When we firet created the
church, we a11 -- you know, I think I had -- my
mame was on something.
MR. SOLIS: Okay. I actually some documents here that were
provided to me by Mr. Zenoff, and this
potentialiy could help you refresh your memory
on it, just so we get an understanding of how
you were insted.
WITNESS: Okay
MR. SOLIS: This is -- this is a document. This goes back
to 2002.
WTTNESS: Okay.
MR. SOLTS: And that is the Articles of Incorporation ---
MTNESS: Mm-hmm.
MR. SOLIS: -- for the church.
WITNESS: Mm-hmm.
MR. SOLIS: Actually, heae's the additional page, and you'12
see your name there listed as an incorporator.
NTTNESS: Okay.
MK. SOLIS: DO you recall sigming that document or insting

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yourself an incorporator?
WITNESS: Yes, I do.
MR. sotrs: ORay.
MITNESS: Correct. (Inaudible)
MR. SOLIS: Are you currently listed as an incorpocator of
the church? Are you an agent of the church in
any way on any legal forms?
MTtNESS: No.
MR. SOLIS: Okay.
MITNESS: No. Not at all.
MR. SOLIS: Okay.
WITNESS: Just a member.
MR. SOLIS: Okay. Did somebody else take youm role as a
registered agent for the church?
NITNESS: Probably so. Yes.
MR. SOLTS: Okay. Do you know when that -- when that
happened?
WItNESS: No. I don't kmow.
MR. SOLIS: Okay.
NrTNESS: You know, I stopped coming to the church for a
while, and roles had to change because I wasn't
an active member of the church for a couple
years. So --
MR. SOLIS: ORay.
WITNESS: Now I'm back.

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MR. GOLIS: Okay. And right now you're just simply a
member, no official titles?
NMNESS: No official titles.
MR. SOLTS: Are you compensated by the church in any way?
Are you paid by the church in any way?
NITNESS: No, Not at all. Not at all.
MR. SOLIS: Have you ever been paid by the church?
NTTNESS: No.
MR. SOLTS: Okay. Do you know who Angelique Chatman is?
mITNESS: 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.
WrTNESS: 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 pald by the church?
WITNESS: I don't know. I don't know her financial
arrangenents with the church.
MR. SOLS: 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?

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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 -- yust
keeps everything going, you know, just to make
sure everything i.s clean and proper, looks
presentabie. The church looks presentable.
MR. SOLIS: Do yow 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, Congressmam Rush --
WIRNESS: Yes.
MR. SOLIS: -- what's his role with the church?
MTNESS: He's the pastor of the church.
MR. SOLIS: Okay. Do you know If he has any other titues or
guties 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 chunch.
MR. SOLIS: And how do you know that?
mImmess: Well, because he indicates that, and there*s
been no discussion of him being paid by the
church.
MR. SOITS: There has been a dismusston?
WITNESS: There has been no discussion or him being paid

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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 chureh is for him to get paid. He
knows that. The church doesn't have any money
to pay any --
MR. SOLIS: Right.
wIfNeSS: -- 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.

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MR. SOLIS: Okay. Does ise 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, yow know, bllls that the church -- due
for the church, heating bills, things like that.
Yeah. I'm sure we've -- over the years, we've
probably disoussed that before.
MR. SOLIS: DO you recall if he's ever discussed how he
would go about paying those bills?
NITNESS: No, Other than paying them through the
offerings that we get on Sunday. That's about
the only thing T ....
MR. SOLES: DO you know how the church has revenue coming in
Desides the offerings on Sunday service?
NTTNESS: NO.
MN. SOLIS: Okay. Do you know what the Beloved Community
Eamily Services Organization is?
WITNESS: F've heard of it, but I don't know what it is
other than it's -- it does community things in
che Englewood area, you know. It helps kids in

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the Englewood area, which is something my
brother, you know, has always tejed to do --
MR. SOLIS: Okay.
WITNESS: -- is to help the commaity.
MR. SOITS: Do you know who might work for the Eamily
Services organization?
WITNESS: No. I don't know who -- who is -- who is over
that.
MR. SoLIS: Okay. Carolyn Rush, Representative Rush's wife
-Services organization? WITNESS: I really don't know. I couldn't say. I just don't know.

MR. SOLIS: OKay.
WTTNESS: I have no -- no relationship with that --- that
organization. So --
MR. Sozis: Okay. Beloved Commity Eamily Wellness center, do you know what that is? WHTESS: I've heard of it. It helps provide medical care for the commanty I guess, for Englewood. MR. SOEIS: DO yOU -WITNESS: (Inaudible)

MR. Sotis: Do you know who works there?
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WITNESS: Not a clue.
MR. SOLIS: Okay. Kacy Rush?
WITNEBS: My niece?
MR. SOLIS: Yes. Do you know about any role she has with
the Family Wellness Center?
WITNESS: No. T really don't.
MR. SOLIS: Okay. Do you know if any other Eamily member or
Representative Rush works for either one of
those two organizations?
WITNESS: No, I don't.
MR. SOLIS: Okay.
WTTNEsS: 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
rumning of them, I have no idea other than that.
MR. SOLIS: Does your brother --- on, I'm sorry. I didn't
mean to out you off there.
WITNESS: On, no. Go ahead.
MR. SOLIS: Does your Drother ever talk about his role with
either one of those two orgamizations?
MLTNESS:NO.
MR. SOLIS: Okay. Do you know of his role?
WTTNESS: No. I really don't.
MR. SOIIS: Okay. Citizens for Rush, you know what chis is?

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WITNESS: Yeah. That's a -- that's a campaign -- yout
know, an acocunt that he uses for his campaign.
MR. SOLIS: Okay. Have you ever worked for Citizens for
Rush?
WTTNESS: As far as worked for them, I worked tr his
campalgns before so, yes.
MR. SOLtS: Okay. Did you volunteen ox were you patd 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
churcin?
WITMESS: 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. F haven't spoken to my brother in two

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weeks.
MR. SOLIS: Okay. Are you a member of the core group?
NITNESS: NO.
MR. SOLIS: Okay.
WTWNESS: 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?
WrTNESS: Yes. I know what the core group ia.
MR. SOLIS: And, you know, what do you -- what do you know
about what they do?
NITNESS: well, the -- the cowe group oversees and makes
decistons pertaiming to the church, pertaining
to the pperations of the church, pertaining to
the direction of the churoh, things of that
nature.
MR. SOLIS: Okay. And so as a fommer member of the core
group about how decisions are made, is it a
vote? Does everybody make it together?
NTTNESS: Yes.
MR. SOLIS: OKQY.
NITNESS: Yes. It's definitely a vote.
MR. SOLIS: Okay.
NTTNESS: And everyone votes on -- you have an agenda, and
everyone votes on some things in the agenca.

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MR. SOLIS: Does your brother, Congressman Rush, does he get
the final say --.
WITNESS: NO.
MR. SOLIS: -- on the --
WTTNESS: No. Tt's a -- it's a -- it's a democratic
process.
MR. SOLIS: Okay.
WITNESS: You know, majority of the vote seads towards the
decision that they're voting on. Whatever the
majority is of that vote -- a majority of the
vote for that particular decistion, that's the
way it goes. No. He doesn't have any finmal say
on anything Exom what -
MF. SOLIS: Okay.
MITNESS: -- I -- what I remember.
MR. SOLIS: Okay. You know, we talked to a few people, some
members actually of the current core group ....
NITNESS: NM-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 wondeming if you were
present at that meeting?
WTTNESS: No. m*m not a member of the core group.
MK. SOLIS: Okay. DLd you hear about that meeting? Did

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anybody talk to you a.bout the fact that the core
group net on that issue?
MR. ZENOEF: I had a conversation with him.
MR. SOLIS: Okay.
MR. RENOFE: So T would say that it's confidential.
MR. SOLIS: Okay.
MR. EAYNE: Any othex conversations you had outside of those
with your attorney concerning that meeting --
WITNESS: NO.
MR. EAYNE: -- that happened with the core group?
WITNESS: No.
MR. SOLIS: Let me just check my notes. I think --
MR. EAYNE: I did have questions going back --
MR. SOLIS: Sure.
MR. PAYME: -- with all the work you've done for the
campaign --
NITNESS: Sure.
MR. EAYNE: -- volunteering and (inaudible).
WITNESS: Mm-hmm.
MF. PAYNE: Who would you descrabe 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

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rumning it.
MR. EAYNE: MOSt recently ---
WITNESS: I'm sorny.
MR. PAYNE: Most recentiy, who's running the campaign?
WITNESS: On, 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. fAYNE: Between --
WITNESS: It's not really -- it's not being contested. So
I don't think, you know, there's a lot --
MR. RAMNE: Okay.
WITNESS: -- of activity going on with the campaign.
MR. FAYNE: 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 conceming 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. EAYNE: I'm sorry. What was her name?
WITNESS: I'm sorry? Luanna Peters --
MR. EAYME: Okay.

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WITNESS: -- maybe. Yeah.
MR. PAYNE: And did you have any meetings ox do any campaign
work out of any campaign offices?
WITNESS: OWt of the campaign offices?
MR. PAYME: 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 -- 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. EAYNE: Okay.
NITNESS: Yeah.
MF. EAYNE: 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. EAYNE: Okay.
WTTNESS: Yeah. Some visibility work, Field work or
something to that ersect.
MR. EAYNE: And did that work in 2012 include any work --
were you in a campatgn otitice? Were you making
calls, meeting of the campaign staff, any work
done in the campaign office?
WITNESS: Yeah.
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MR. EAYNE: Okay. And where was that campaign office
located?
WITNESS: Well, the campaign office was on 35th.
MR. EAYNE: 35th and MLK?
WTTNESS: Yeah.
MR. FAYNE: 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 3sth and MLK?
NTNESS: Prior to 2011?
MR. EAYME: RIght.
WITNESS: Yes.
MR. SOLIS: And was that work for Citizens for Rush, or was
that work for another type of campetgn?
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.
WIWNESS: Well, are you asking -- does that question mean
Was I working toward -- Fox his campaign or
another campaign? Is that what you're asking?
MR. SOLIS: Yeah. I mean, wese you working for Citizens for

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13 paid for (inaudtble).
MR. SOLMS: you know, I asked you if you had spoken toRepresentative 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, \(\square\) WITNESS: Okay.

MR. SOLIS: -- for your time.
WITNESS: Alrighty.
END OE INTERVIEN
\begin{tabular}{|c|c|c|c|c|}
\hline A & \multirow[t]{45}{*}{\(14: 21,21,23,25\)
\(15: 4,8,9,14,15,18\)
\(15: 19,2216: 2,3,4\)
\(16: 9,10,22,23,24\)
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\(7: 22,248: 4,9,9,10\)
\(8: 1811: 21: 12: 13\)
\(12: 14,15\)
churchs \(3: 3\)
circumstances
\(14: 25\)
citizens \(10: 25\)
\(17: 16,18,2518: 6\)
clean \(6: 5\)
clear \(17: 20\)
clue \(10: 1\)
collect \(7: 21,24\)
coming \(4: 208: 18\)
\(15: 17\)
community \(2: 9\)
\(8: 21,249: 4,19,22\)
\(10: 15\)
compensated \(5: 4\)
concerning \(14: 8\)
\(15: 18,19\)
confidential \(14: 5\)
congregation \(8: 2\)
congressman \(2: 13\)
\(6: 1013: 1\)} & \multirow[t]{2}{*}{contested 15:11 conversation 7.9} & E & \multirow[t]{5}{*}{\[
\begin{aligned}
& \text { helps } 8: 259: 21 \\
& \text { heres } 3: 22 \\
& \text { hes } 2: 146: 7,13,18 \\
& 6: 197377.98: 13 \\
& 11: 13,17
\end{aligned}
\]} \\
\hline count 11:2 & & & earlier 2:23 & \\
\hline ctive 4:22 16: & & & & \\
\hline 15:14 1 & & , & - 8 & \\
\hline dditional 3:22 & & core 12:2,8,9,12 & , 16 & \\
\hline \multirow[t]{2}{*}{affiliated 18:3 agenda \(12: 24,25\)} & & 4.10 \({ }^{\text {a }}\) & cections 17 & \multirow[t]{2}{*}{1} \\
\hline & & \multirow[t]{10}{*}{\begin{tabular}{l}
correct 4.4 \\
couldnt 9:14 \\
counsel 19, 10 \\
couple 4:22 12:5 \\
18:17,18 \\
course 8:7 \\
created 3:6 \\
current 2:23 13:17 \\
currently \(4: 5\) \\
cut 10:18
\end{tabular}} & \begin{tabular}{l}
employed 2:15 \\
englewod 8.259.
\end{tabular} & \\
\hline & & & & \multirow[t]{5}{*}{\[
\begin{aligned}
& \text { idea 10:16 } \\
& \text { im 2:10,16 } 4: 256: 8 \\
& 8: 7,1110: 17 \\
& 11: 2213: 22,24 \\
& 15: 3,5,8,23,24 \\
& 17: 18,2018: 8
\end{aligned}
\]} \\
\hline 0: & & & everybody & \\
\hline & & & & \\
\hline & & & \(\frac{\mathbf{F}}{}\) & \\
\hline \(y\) & & & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { fact } 11: 2414: 1 \\
& 18: 15
\end{aligned}
\]} & \\
\hline que & & & & \multirow[t]{2}{*}{\[
\begin{gathered}
\text { inaudible } 4: 49: 24 \\
14: 1818: 13
\end{gathered}
\]} \\
\hline body & & & family \(8.229 .5,12\) & \\
\hline eat 8:25 9:1 & & & 9:1910:5,7 & 14:18 18:13 include 16:21 \\
\hline angements & & & \multirow[t]{3}{*}{\begin{tabular}{l}
far 10:15 11:5 \\
field 16:19 \\
final 132,2,12 \\
financial 5:18
\end{tabular}} & \multirow[t]{2}{*}{\begin{tabular}{l}
incorporation 3:18 incorporator \(3: 23\) \\
4.15
\end{tabular}} \\
\hline articles 3:18 & & & & \\
\hline ked 17:21 18:14 & & \multirow[t]{4}{*}{\[
\begin{aligned}
& \text { d 13:20 } \\
& \text { debts } 7: 178: 4 \\
& \text { decision } 13: 9,11 \\
& \text { decisions } 12: 13,18
\end{aligned}
\]} & & indicate 7:3,7,22 \\
\hline asking 2:4 17:22,24 assignments 15:17 & & & financial 5:18 first \(3: 6\) & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { indicates 6:21 } \\
& \text { indication } 7: 8
\end{aligned}
\]} \\
\hline assuming 6:8 17:18 & & & formation 3:3 & \\
\hline \[
18: 8
\] & & & \multirow[t]{2}{*}{former 12:17} & \[
\begin{aligned}
& \text { indication } 7: 8 \\
& \text { individually } 8: 3
\end{aligned}
\] \\
\hline attorney 14:8 & & decisions 12:13,18 definitely \(12: 22\) & & \multirow[t]{2}{*}{\begin{tabular}{l}
info \(2: 6\) \\
interview 1:4 19 :7
\end{tabular}} \\
\hline & & delegate 2:19 & crms 4:7 & \\
\hline & & \multirow[t]{2}{*}{democratic 13:5
depending 11:12} & nds 18:12 & \[
\text { investigative } 1: 9
\] \\
\hline B & & & & \multirow[t]{3}{*}{\begin{tabular}{l}
involved 15:9 \\
issue 14:2 \\
ive 8:23 9:21
\end{tabular}} \\
\hline back 3:15 4:25 & & & & \\
\hline 14:13 & & \multirow[t]{2}{*}{deputy \(1: 10\) describe 14:2} & & \\
\hline background & & & giving 15:18 & \\
\hline believe 11:17 & & different 14:23 & \multirow[t]{2}{*}{goes 3:15 13:12
going 2:4 6:4 14:13} & \multirow[t]{2}{*}{jeffrey 5:20 julie 1:16} \\
\hline beloved \(2: 88: 2\)
\(9: 19\) & & direction 12:15 & & \\
\hline \multirow[t]{3}{*}{\begin{tabular}{l}
better 14:21 \\
bill 7:20,23,23 \\
bills 7:16,25 8:5,8,9
\end{tabular}} & & \multirow[t]{2}{*}{discussion 6:22,24} & 15:14 17:10 & \\
\hline & & & good 10:14 & \(\frac{\mathrm{K}}{\text { kacy } 10: 2}\) \\
\hline & & \multirow[t]{2}{*}{\begin{tabular}{l}
dissolved 12:6 \\
document 3.15.25
\end{tabular}} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { group } 12 ; 2,8,9,12 \\
& 12: 18 \quad 13: 17,21,24
\end{aligned}
\]} & \multirow[t]{6}{*}{\begin{tabular}{l}
kedric 1:10 \\
keeps 6:3,4 \\
kids 8:25 \\
kind 6:1,3 12:6 \\
know 3:74:16,18 \\
4:20 5:9,15,17,18
\end{tabular}} \\
\hline 8:10,14 & & & & \\
\hline bobby 18:4,5 & & \multirow[t]{2}{*}{document 3:15,25 documents 3:4,9} & \multirow[t]{2}{*}{\[
\begin{gathered}
14: 2,10 \\
\text { guess } 9: 22
\end{gathered}
\]} & \\
\hline brother 2:14 6:10 & & & & \\
\hline \[
9: 2 \text { 10:17,20 }
\] & & \multirow[t]{2}{*}{\begin{tabular}{l}
doesnt 7:12 13:12 \\
doing 11:12 17:11
\end{tabular}} & - \(\quad\) H & \\
\hline \(11: 23,2513:\)
brothers 5:12. & & & hadnt 18: & \\
\hline & & \[
\begin{aligned}
& \text { donations } 11: 20 \\
& \text { dont } 4: 185: 18.18
\end{aligned}
\] & \multirow[t]{7}{*}{happened 4:17
14:10
hasnt 17:9
havent \(11: 2516: 9\)
hear 13:25
heard 8:23 \(9: 21\)
heating 7:23 8:10
help 3:119:4} & \[
5: 18,246: 4,7,8,14
\] \\
\hline C & & 6:88:239:7,14,15 & & \multirow[t]{6}{*}{\[
\begin{aligned}
& 6: 18,19,207: 5,6,8 \\
& 7: 10,19,20,21,8: 3 \\
& 8: 9,18,21,23,25 \\
& 9: 2,5,7,12,14,15 \\
& 9: 20,2510: 4,7,12 \\
& 10: 14,23,2511: 2 \\
& 12: 7,9,10,1013: 8
\end{aligned}
\]} \\
\hline 20 & & 0:6,10,24 15:5, & & \\
\hline called 18:3 & & 15.712, 168 & & \\
\hline calls 16:23 & & 17:8 & & \\
\hline campaign 11:1,2,8 & & due \(7: 21,23,238: 9\) & & \\
\hline 11:13,16,20 14:16 & & & & \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
\hline 13:16 14:24 15:5 & g 7:6,20 & page 3:22 & really 9:14 10:6,24 & 9:16,19,23,25 \\
\hline :5,7,12,21 16:7 & & paid 5:5,7,1 & 5:11 & 10:2,4,7,11,13, \\
\hline 20182,14 & N & 6:18,19,22,25 7:3 & recall 3.258 : & \(0: 20,23,251\) \\
\hline kno & name 2.23.8, & 7,70,118.511:7 & refr & 113 \\
\hline & & 11:1018:13 & registered 4: & 11:23 12:2,4,7,10 \\
\hline \multirow[t]{2}{*}{} & \multirow[t]{4}{*}{\[
\begin{aligned}
& \text { nature 12:16 } \\
& \text { nephew 5:23 } \\
& \text { niece 5:14 10:3 } \\
& \text { nieces } 5: 12 \\
& \text { notes 14:12 }
\end{aligned}
\]} & \multirow[t]{2}{*}{\begin{tabular}{l}
part 11:14,17 \\
particular 13:11
\end{tabular}} & \multirow[t]{2}{*}{\begin{tabular}{l}
related 5:11 \\
relationship 2:12
\end{tabular}} & \multirow[t]{2}{*}{\[
\begin{aligned}
& 12: 17,21,2313: 1 \\
& 13: 4,7,14,16,19
\end{aligned}
\]} \\
\hline & & & & \\
\hline ds 13:8 & & pastor 6:13,15,16 & 9:17 & \[
\begin{aligned}
& 13: 25 \quad 14: 4,6,12 \\
& 14: 1417: 16,20,2
\end{aligned}
\] \\
\hline left \(12: 5\) & & \multirow[t]{3}{*}{\begin{tabular}{l}
paul1:9 \\
pay \(7: 13,15,17,25\) \\
paying 8:14,15
\end{tabular}} & \multirow[t]{3}{*}{\[
\begin{aligned}
& \text { representative } 9: 9 \\
& 10: 813: 2018: 2 \\
& 18: 15
\end{aligned}
\]} & \multirow[t]{3}{*}{\[
\begin{gathered}
18: 7,9,11,14,19 \\
18: 22,2419: 1,3,5 \\
\text { somebody } 4: 13
\end{gathered}
\]} \\
\hline 4,5 & 0 & & & \\
\hline listed 3:4,13,23 4:5 & \multirow[t]{5}{*}{\begin{tabular}{l}
obviously \(12: 7\) \\
occasions 11:9,10 \\
offerings 7:21,24 \\
8:16,19 \\
office 16:22,24 17:1
\end{tabular}} & & & \\
\hline listing 3:25 & & \[
\begin{gathered}
\text { payne } 1: 1014: 7,10 \\
14: 13151890
\end{gathered}
\] & \begin{tabular}{l}
revenue 8:18 \\
review \(13: 22\)
\end{tabular} & sorry 10:17 15:3,23 \\
\hline little 10:12 & & \multirow[t]{2}{*}{\[
\begin{aligned}
& 15: 2,4,10,13,15 \\
& 15: 17,23,2516: 2
\end{aligned}
\]} & right 2:25 3:1 5:1 & \multirow[t]{3}{*}{\begin{tabular}{l}
specifically \(8: 1\) \\
spoke 2:23 \\
spoken 11.23 .25
\end{tabular}} \\
\hline located 17:2 & & & 7:14 17:14 & \\
\hline looks 6:5,6 & & 16:5,12,14,18,21 & role 2:5 \(3: 54.13\) & \\
\hline lot 15:12 17:9 & \[
\begin{aligned}
& \text { office } 16: 22,2417: 1 \\
& 17: 3,6
\end{aligned}
\] & 17:1,4,6,11,14 & \multirow[t]{2}{*}{\[
\begin{aligned}
& 5: 15,246: 129: 12 \\
& 10: 4,20,23: 15: 21
\end{aligned}
\]} & 18:14,16 \\
\hline 18:10 & \multirow[t]{4}{*}{\[
\begin{aligned}
& \text { offices } 16: 3,4 \\
& \text { official } 5: 2,3 \\
& \text { oh } 10: 17,19 \quad 14: 23 \\
& 15: 518: 5 \\
& \text { okay } 2: 7,12,213: 3
\end{aligned}
\]} & \multirow[t]{4}{*}{\begin{tabular}{l}
people 13:16 \\
percent 11:19 \\
period 16:14 \\
pertaining 12:13
\end{tabular}} & & staff 16:23 \\
\hline luanna 15:20,24 & & & \multirow[t]{2}{*}{roles \(4: 21\) running 10:16 \(15: 1\) \(15 \cdot 4\)} & \multirow[t]{2}{*}{\begin{tabular}{l}
state 2:2 18:2,3 \\
stopped 4.20 \\
sunday 6:2 7:6 8:16
\end{tabular}} \\
\hline M & & & & \\
\hline \multirow[t]{8}{*}{\begin{tabular}{l}
maintenance 6:1 \\
majority \(13: 8,10\) \\
13:10 \\
making 16:22 \\
\(\operatorname{man}\) 6:1 \\
manager 14:21 \\
15:8 \\
managers 14:24 \\
1:4,112:1,1
\end{tabular}} & & & rush 1:4,11 2:1,3,3 & \[
\begin{aligned}
& \text { sunday } 6: 27: 68: 16 \\
& 8: 19
\end{aligned}
\] \\
\hline & 3:9,14,17,24 4:3,9 & \multirow[t]{2}{*}{\begin{tabular}{l}
peters 15:24 \\
played \(15: 21\)
\end{tabular}} & 2:135:20 6:10 & \multirow[t]{2}{*}{\[
\begin{gathered}
\text { sure } 6: 2,58: 7,11 \\
14: 14,1715: 6
\end{gathered}
\]} \\
\hline & \[
\begin{aligned}
& 4: 11,13,16,19,24 \\
& 5: 1,9,13,246: 14
\end{aligned}
\] & & 9.910.2,8,25 11:4 & \\
\hline & \[
\begin{aligned}
& 5: 1,9,13,246: 14 \\
& 6: 187: 28: 1,22
\end{aligned}
\] & & \[
\begin{aligned}
& 13: 1,20 \quad 17: 16,18 \\
& 18: 1,2,4,6,15
\end{aligned}
\] & T \\
\hline & \multirow[t]{2}{*}{\(9: 3,9,11,16,19\)
\(10-2711.23\)} & \multirow[t]{2}{*}{position 2:8,17} & \multirow[t]{2}{*}{rushs \(9: 9\)} & \multirow[t]{4}{*}{```
take 2:20 4:13
talk 7:2,16 10:20
    \(14: 1\)
talked 13:16,21
```} \\
\hline & & & & \\
\hline & \multirow[t]{2}{*}{\[
\begin{aligned}
& 102,7,11,13,23 \\
& 10: 25 \quad 11: 3,7,11 \\
& 11: 18,23 \quad 12: 2,4,7
\end{aligned}
\]} & present 1:8 13:23 & S & \\
\hline & & \multirow[t]{2}{*}{\begin{tabular}{l}
presentable 6:6,6 \\
presently 2:16
\end{tabular}} & seeretary 5:16 & \\
\hline \multirow[t]{3}{*}{\[
\begin{array}{|l}
2: 3,3 \\
\text { mean } 7: 5,19 \\
17: 22,25
\end{array}
\]} & \multirow[t]{2}{*}{\[
\begin{aligned}
& 12: 7,17,21,23 \\
& 13: 7,14,16,25
\end{aligned}
\]} & & see 3:23 7:24 & \multirow[t]{2}{*}{\[
18: 19
\]} \\
\hline & & president 2:20,24 & \multirow[t]{2}{*}{service 7:20 8:19 services 6:3 7:6} & \\
\hline & \[
\begin{aligned}
& 13: 7,14,16,25 \\
& 14: 4,615: 13,25
\end{aligned}
\] & \multirow[t]{2}{*}{\begin{tabular}{l}
pretty \(6: 16\) \\
prior 17:11.13
\end{tabular}} & & talking 11:24 18:16 18:22 \\
\hline medical 9:21
meeting 13:23,25 & 16:12,18 17:1,11 & & \[
\begin{array}{|c|}
\hline \text { services 6:3 7:6 } \\
8: 229: 6,13
\end{array}
\] & \multirow[t]{3}{*}{18:22 tasks 15:18,19 tell 7:2,9 thank 19:3} \\
\hline meeting 13:23,25
\(14 \cdot 816 \cdot 23\) & \multirow[t]{2}{*}{\[
\begin{aligned}
& 18: 7,9,11,2419: 2 \\
& 19: 4
\end{aligned}
\]} & \multirow[t]{2}{*}{\begin{tabular}{l}
18:19 \\
probably \(4: 15\) 8:7.8
\end{tabular}} & \multirow[t]{6}{*}{\begin{tabular}{l}
shes 5:14,16,17 \\
signing \(3: 25\) \\
similar 17:6 \\
simply 5:1 \\
solis 1:9 2:1,4,8, 12 \\
2.15 1721 23 3.1
\end{tabular}} & \\
\hline 14:8 16:23 & & & & \\
\hline meetings 16:2 & \multirow[t]{5}{*}{\begin{tabular}{l}
older 2:14 6:10 \\
once 2:19 \\
operations 12:14 \\
opposed 8:2 \\
organization 8:22
\end{tabular}} & \[
\text { probably } 4: 158: 7,8
\]
\[
8: 1215: 19,20
\] & & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { thats } 6: 167: 5,10 \\
& 8: 16 \quad 10: 15 \quad 11: 1,1
\end{aligned}
\]} \\
\hline member \(2: 104: 12\)
\(4: 22\) 2 20.7 & & \multirow[t]{2}{*}{process 13:6
proper 6:5} & & \\
\hline 4:22 5:2 10:7 & & & & 13:1119:1 \\
\hline 12:2,17 13:24 & & provide9.21 & & \multirow[t]{9}{*}{theres \(6: 217: 5\)
\(14: 2315: 12\)
theyre \(13: 9\)
thing \(8: 17\)
things \(8: 10,24\)
\(10: 1412: 15,25\)
think \(2: 23\) 3:6,76:9
\(6: 1614: 1215: 12\)
\(16: 9,1517: 819: 1\)} \\
\hline \multirow[t]{3}{*}{\begin{tabular}{l}
members \(13: 17\) \\
memory 3:11 \\
mention 8:118:20
\end{tabular}} & & \multirow[t]{3}{*}{\begin{tabular}{l}
provided 3:10 \\
put 11:15
\end{tabular}} & \multirow[t]{8}{*}{\[
\begin{aligned}
& 3: 3,9,15,18,20,22 \\
& 3: 254: 3,5,9,11,13 \\
& 4: 16,19,245: 1,4,7 \\
& 5: 9,11,13,15,17 \\
& 5: 20,22,2467,7,10 \\
& 6: 12,14,18,20,24 \\
& 7: 2,14,168: 1,13 \\
& 8: 18,219: 3,5,9,12
\end{aligned}
\]} & \\
\hline & \[
\begin{aligned}
& \text { organization } 8: 22 \\
& 9: 6,13,18
\end{aligned}
\] & & & \\
\hline & \multirow[t]{5}{*}{```
organizations 10.9
    10:12,21
outside 14:7
oversees 12:12
owed 8:4
```} & & & \\
\hline mentioned 13:19 & & \multirow[t]{3}{*}{\(\frac{\mathbf{Q}}{\text { question 17:22 }}\)
questions 2:5 14:13} & & \\
\hline met 13:21 14: & & & & \\
\hline \multirow[t]{3}{*}{mmhmm 3:19,21
\[
13: 18 \text { 14:19 } 15: 16
\]} & & & & \\
\hline & & \multirow[t]{2}{*}{R R} & & \\
\hline & P & & & \\
\hline
\end{tabular}

Page 23
\begin{tabular}{|c|c|c|}
\hline & & \\
\hline thompson 1:16 & 5:6,8,10, 12,14,16 & 0 \\
\hline 19:5 & \(5: 18,21,23\) 6:1,8 & 1 \\
\hline title \(2: 8,10,17\) & 6:11,13,16,19,21 & \(120: 5\) \\
\hline titles 5:2,3 6:14 & 6:25 7:5,15,19 8:7 & \[
2
\] \\
\hline today \(11: 24\) & 8:15,20,23 9:4,7 & \[
2
\] \\
\hline transcribed 1:15 & 9:11,14,17,21,24 & \[
20023: 16
\] \\
\hline tried 9:2 & 10:1,3,6,10,12,14 & 2010 16:11,16 \\
\hline two 10:9,21 11:25 & 10:19,22,24 11:1 & 2011 16:11,16 17:7 \\
\hline \(16: 7\) & 11:5,9,12,15,19 & 17:11,13 \\
\hline type 3:5 17:17 & 11:22,25 12:3,5,9 & \(201215: 15\) 16:7,8 \\
\hline \multirow[b]{2}{*}{} & 12:12,20,22,24 & 16:17,21 \\
\hline & 13:3,5,8,15,18,24 & \[
3
\] \\
\hline \multirow[t]{2}{*}{understanding
\[
3: 12
\]} & \(14: 9,11,17,19,23\)
\(15 \cdot 3,511\) & \(\frac{3}{35 \mathrm{th} 17: 3,4,12}\) \\
\hline & 15:3,5,11, 14,16 & 35th 17:3,4,12 \\
\hline unemployed 2:16
uses 11:2 & 15:19,24 16:1,4,6 & - 4 \\
\hline utility 8.5 & 17:3,5,8,13, 15.18 & \[
5
\] \\
\hline V & 17:22 18:5,8,10 & \(\qquad\) \\
\hline & \begin{tabular}{l}
18:12,18,21,23,25 \\
19:2,4,
\end{tabular} & 6 \\
\hline visibility 16:19 & wondering 13:22 & 7 \\
\hline 18:10 & word 14:21 & \\
\hline volunteered 11:9 & work 9:5 14:15 & 8 \\
\hline 11:16 & 16:3,17,19,19,21 & 9 \\
\hline volunteering 14:18 & \[
\begin{aligned}
& 16: 21,23 \text { 17:6,12 } \\
& 17: 16,17
\end{aligned}
\] & 9011:19 \\
\hline vote \(12: 19,22\) 13:8
\(13 \cdot 10,11\) & worked 11:3,5,5,13 & \\
\hline votes 12:24,25 & \[
11: 1616: 10
\] & \\
\hline voting 13:9 & working 15:15 & \\
\hline W & 17:23,25 18:1 & \\
\hline wait \(16: 15,15\) & works 9:25 10:8 & \\
\hline want \(16: 10\) & X & \\
\hline wasnt 4:21 16:6,6,7
\[
16: 8,9
\] & \[
\mathrm{Y}
\] & \\
\hline way 4:75:4,5,11 & yeah 5:14 7:198:11 & \\
\hline 11:15 13:12 & 11:1 16:1,5,13,16 & \\
\hline wed 11:24 18:15 & 16:19,25 17:5,19 & \\
\hline weeks 12:113:19 & 17:25 18:6 & \\
\hline 18:17,18 & year 2:25 15:9 & \\
\hline wellness 9:19 10:5 & years 4:23 8:11 & \\
\hline weve 8:7,11,11 & 12:5 14:22 16:8 & \\
\hline whats 6:12 & youll 3:22 & \\
\hline whos 14:25 15:4 & youre 5:1 17:24 & \\
\hline wife 9:9 & youve 14:15 & \\
\hline witness 2:3,7,10,14 & \[
\mathrm{Z}
\] & \\
\hline 3:6,14,17,19,21 & zenoff 1:12 3:10 & \\
\hline 3224 4:2,4,8,10,12 & 14:3,5 & \\
\hline
\end{tabular}

\section*{EXHIBIT 8}

\section*{Transcript of Interview of Representative Rush's Son}
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INTERVIEN OF }
Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Alan zenoff
Transcribed By:
Julie Thompson

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MR. SOLIS: We are here with \square. Would you prefer

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MR. SOLIS: Olsay. W.
MR. SOLIS: Alright. And so we're going to fust ask
| some questions about his role with the
church. So, 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 (inaudibie).
MR. SOLIS: What were you doing before you started with the
church?
WH2ESS: I worked for a management --- real estate
management compary.
MR. SOLIS: Okay. In Chicago?
WITNESS: Yes.

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MR. SOLIS: Okay. What do you do fo= them?
MIN Niss: | was a administrat ve assistant, you know,
supervisor/maintenance superviscr over there.
MR. SOLIS: And row did you come to work for the charch?
How did -- how did you make that deoision? pid
sorebody lel yol kiom rab a oosilion was opea?
WI'NESS: Well, ectially -- wol, I'm \(\varepsilon\) momiocr of tho
church since the concept: on of the chirch, ard
the other guy trat dic i= prion to me workeo =or
the church Eor a winile; fut he died. He hac
died actua-ly at zie churoh, and he was -- he
past, and for awout a year and a half people
pi-chod in and did what thoy oould to, you krow,
kocp it up. Eut =icy didn't hevo anybody stoady
in the church to do it.
Sc T thine T ircuirec obout, you know,
maybe helpag obl if they needed help, and
Lhal's how il -- because I jusl saw Lral we
needed somebody there, you know, that -- a go-=0
porson boodaso it was -- ag fazan tho upkoop,
it's just. volunt.cor.
MR. SOLIS: Okay.
WI-NESS: Sa I trink I inquired about i= they needed me to
ríl in, yo」 know, voluaneer on, you kaow, I was
-- Lhe (inaddible) lel me go, so, you know
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(inaudible! ircome.
MF. SO-IS: who did you inquire -- who did you talk to about
the position?
WITNESS: Well, to my father. Yean. Mm-hmm.
MR. SO_IS: And did --
WITNESS: Among other people, everybody because =his is
not a huce church. So I think everybody
(inaucible!, out - did, you know. He's the one
that sort of (inzudible).
MK. SO_LS: And what did he say when you -nquired about the
--
MTTNFSS: mell, רe Said, "Well, let me" -- T believe it
was lise, "\lrcornerel me Lhink aboul il." Yol know,
because at =he same time the charch secretary
was leavincr ow giving her noṫoe, or was telling
she was going to -eave in a month or something
liks that.. So wo wore really -- and she was
sort. of doing whet. ..he guy did too, yom kmow, as
much. as she could, you know. S:ee was a 67-year-
old wortar, but -- so they were going -o ge- hil
hard.
So I =hink he -- I mentsonec it to
him, he said, "We-l, let's see," you mow
MT%. SO-TS: Okay.
WITNESS: S0 trat's -- was rea-ly what, you know, res

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zeaclion was. It was (inaudible) righl away.
MF. SOIIS: Fight.
Wम'NESS: No (inaldible;, youl know. Let's -- let's see.
MR. SOIIS: Ind tren how -- how much time passed from trat
poirt unt:7 you -- unt:7 you got the job?
WITNESS: -t migat תave seen a few months. It might have
beer a lew mor ns, maybe three or four mon ns I
thirk. Yeah. year. -t wes a few months.
MR. SOUIS: Do you know if he talked to the core group abcut
it?
WITNESS: Yorin. I =ope that. -- that. was what -- yoah,
Year. I know he ta_ked =0 tre core group about
iL --
MN. SO-IS: Okay.
WITNESS: -- becam:se he said -- I mean, im चmet interim,
in thosc montre, he sasc, "Well, I can'= make
the docision myacl\#̈. -t. ams to go through the
core group, ard, you know, if we cen ge= an okay
from the core group, then thal's -- you knot,
Lher in w-ll be Liae." Sc L{al's how -- yeah.
-e dice ta_k to tre core group.
MR. SO_LS: Okay.
NIINESS: Mm-Nmm.
MT. So-IS: And ne -- ana he mentioneci that about the core
grolp when you zirsl lalked lo zim abou. --

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WIGNESS: Rell, whem I initially sȧd, "Heyr i三 you need
ne, I'm -- I need same money, you soow. Yo, got
a position, you know. I can do it, you know.
Keep in mind, T con't want -o do this the rest
o= my life, but I meed some=ning in my pocket."
So --
MF. SOLIS: Fichtt.
WTMNFSS: -- T -- so initialy it d-dn't got in-o the como
group, but then I think, you know, so what about
{incudible;. "meil, I'm going to -- it migit
work -- it micht work out good. Let gle oring it
before the core group and see what `appens."
Mk. SOLLS: Okay. OkEy.
WH'NLSS: 'IhEt's how it went.
MF. SOLIS: Okהy. And how were you informed t.nat you got
--e =oo?
WIZN匹Ss: Jude, iL was like, "Itey, Jerf, I qoL some q-ys
aal ane working or the" -- Lhey we=e doing lie
cinapel. So this was probab-y on a Mordey
morringe, or I don't knom wione July lst was.
MR. SOl|S: Okay.
WIGNESS: Sut, "Hey, こeff, can you be Et the church at
9 'clock?"
MR, gOLIS: Yeah.
WIZNLSS: TheL's when I was -arormed Lo helo Liese guys

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wiLh, you siow, whatever hiey need you oo help
wi-r, and -nen -- and they're going to show you
because they were actially doing maintenance --
or they were doing reconstruation in the church
for a-most a year. So they weze going =o show
ne, you know, where Lne circuil breaker was --
MR. SOLIS: Richt.
NITNESS: -- and all this other stiuff. So -- you know, so
that was the finst day of work was like I got a
call at 8:00, "こeff, can you be there by 9:00,"
and that waa i=
ME. SOLIS: Anid w=1% gave you that call?
mITNきSG: \mathbb{V fa-fer. Yeaha}
MR. EAYNE: Jus:- so I'm olear, so during that time perios
whor you askod tor a job, saying, look, I'm
available and ={at three-month time period when
it was going through the core groxp, where trere
issles in the core goup that wewe slowzng comm
the actual --
NITNZSS: No. I just. think -- I jast. tiznk -- no. I
don't think thowo wozo issuas. I just. -.hink,
you know, my fatner ānd, you know, (inaudi.ole)
on it just -- yod know, I think tat's more o:
what _t was mostly. It was just, oh, yeah.
Gkay

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WITNESS: O., Yeah. That's right. = was suppoeed to tajk
to the core growo about. it, you know. \& think
that's what it was rost.ly.
MR. SO-IS: When -- waen he told youl -- or he asked you -f
you could be there at 9:00 -r the mowning =hat
de.y --
W\perp'INESS: Mm-hrrn.
MR. BO\lrcornerLG: -- did re say the coce group approved you, or
dic he flest say car you be trere a-. 9:00 in ..he
morri=g?
WITNESS: Well, I trimk re had to_d me before they had ro
Froblem with i=.
MR. 50-IS: Okay.
w'INE'SS: You know, and l'm no= sure whas cate that it was
that =-: said that, bixt. \& -- you snow, he was
Liko -- I boliove ko said tha%.. ho ran i\overline{.}\mathrm{ through}
tho wore group, and mobody -r the cowe group had
a problem wilr il. So--
MR. BOJIS: Okay. A Eny poir. \dot{A}d
dic you discuss how much you get pa-c:?
WI'INESS: Ycuh. Noll, rough-y -'m bringing home \$30C a
wock. It's noz a lot, but that's wha= he was
gettizg. So that's what you'l- be ge=ting, you
know. So that's what -- Lhat's what -L was. I

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was -ike, wow. Is tictt recilly it? 3ut, okay.
3o 30C is Detter than zero.
MR. SOLIS: YCS, it is. YCB, it 土\Omega.
MITNESS: So that's how i= was discussed.
MR. SOLIS: Okay.
MITNEES: Yeah.
MR. SOLIS: Nas there eny hego=-ation with vour dad about
it?
MK. SOLLS: you krok, you gave a higher number, and ther you
guys wont oock ard fortr decid'ng how much --
MTTVFSS: Oh, to regotiate, no. There wes no negot'a='on
aboul il. Il was -- Lha_'s whal Lamone was
makimg. = wasm't -- I wasm't (imaudible) a
whole lot. Trat's wiact it was. I mas -- you
    know, I was orly given (iazudible; 250, $300 a
    mozth.
    MR. SOLIS: Okay.
    NITNESS; - nean, a week. So -hal's -- il was -qu .o be -
    - -ave lo oe. Like, okay. Th_s masi'l a
    negotiation (inawdible) if you want to call the
    un-negotiatior me nad.
    MF. SOLIS: Ind so you triak about vuly 1, 2013 --
    mTTVF,BS: ves, si*.
    MR. SOLIS: -- is wieen you started?
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WI-NaSS: I think = hat -- I'm puetty sure that's what my
start date is. Yeah.
MR. SOLIS: And you're still cuzrently still employed --
WITNESS: Yeah.
MR. SOLIS: -- by we church?
WI-NESS: Va-hmu. Mm-hrmm.
MR. SoLमS: Okay. Hom many days a meek are yod wonking at
the church?
W1'NiSS: $1=--$ orobably six if not seven days a week.
MR. SOLIS: Okay. And how many hours would you say a day? WI'NESS: I= coulc be az -east four and mayoe scmetimes like Saturday I think I work $-2,14$ hours. So thoro's no sot schodulo. MR. sOLमS: Okay. WI'NiBS: Yesterday $\mid$ got a ca- 1 in -- 1 was go'ng to take the day off yesterday, and one of the stained qlass windows blew in. So I gol called, you know. MR. SOLIS: It was a oig mess, «ight? WI'NESS: Ṙeht. So -- Youl knowr so I'ill always on-call, and it's not uncommon for mo -o, you kow, heve -- you know, esoecially -n the wintertine, get uo early to make sure inat, you know, grouncs are Laken care of. MR. SOLIS: Okay.

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NITNISS: So こhere's no set schedule, ou~ at least more
_har 4C roung a week. I'71 out it to you like
zhat.
4R. SOLIS: Osey. Okay.
mITNESS: So mayoe after all that we can talk about --
MR. SOLIS: (-raucibble)
N\perpIN+SS: (1naldib_c;
Mk. SOLIS: Yow know, so porrro paid biwookly?
NITNISS: 3iweekly, yes. Every two weeks I'm paid.
MR, SOLIS: Okay.
NITHFSS: Yeah.
MR. SOLIS: OAEy.
NITNESS: MTM-hnarl.
MR. SOLIS: Anything iseyomd that, heyonic just a regular
paycheck? A= the end of the year, do you get
any othe-n cast payment, a bonus?
NITNISS: No. Not at a_l. No, no, zo. I -- actually, I
Geased like, "Lid I -- did I not get my
Christmas envelope?" No. Angeligue, who you
met befcre, -rere's no.
vir. SOlIS: Oray.
NITHESS: SO - uncerstood. It's, you know, a stwuggling
chuzch, and we're trying to -- tryi--g to make a
-- you krow, nake a diffeezence. So --
ME. SOLIS: And so thal rale is -- -s 600?
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FITTNESS: Yeah. That's my pross -- yeah, tha二's gioss,

600, year. .

MF. SoLIs: six hundred every two weeks?

HITNESS: Every two weeks. Yeah.
Mr. Sotits: okay. ت̈as your rate of pay changed from July,
2013, to tne present?
WITNESS: No, sir.

ME. SOLLS: Okay.
Nम'I'vESS: No= at all

Mk. SOLDS: Okay. Are you in the oore 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 re hold any other position, zitles that
yoj're awore of?

WTTUFSS: Not that t'm aware of No, no
MR. SOLIS: Who pays tre bills o- the church?

WITNESS: Now, wen you say "pays the bill," who wi-les
the ciecks for the bille, or who -- wher you say
physically pays the bills? I g:ees it wouzd be

Magelique because she does al- of the business
of二iac. So are woila write the checks for i= and dispense them. Yeai.
authorized on the charct account．HE＇s a＝－
authonized user or a signer．－＇m not sure what
his－－I＇m not sure．I Kow my chocks says ned
and Angelicue on it．
MR．SOLIS：Okay．And it hes actually those twe nares on
the check？
MITNESS：Wh－huh．I believe so．

MK．SOLLS：Okay．Do you know $=$－your azd is ever paid by
the church？

NALEESS：No． 1 know thar for surc．No．
MR．SOTTS：And how do you know that for suro？
MTTVFSS：Well，beimg it＇s a wunn＇ng－－it＇s a joke．－t＇s
a running ；oke LraL we actually－－yeah．ThaL
we owe him morey and so－－right．Bare，yeah．
Yeah．He＇s never beeri paid．
ME．SOLIS：What about your mon？what abo：t Caro－yn；is she
－－is she ovor paid by the church？
MITNESS：NO，Fの．EnューM上．NO．
MR．SOLIS：Okay．
NITNEES：NO．
MR． $\operatorname{GOLIS:~De~you~krow~Beloved~Commaity~Farnily~Gervices~}$
Orgenization？Jo you krow that organization？
MITNEES：Ves．
Mr．Sotits：okay．What do you know about that？
MITNESS：－t＇s a family services organization．They do

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Evervthir-g from like helpirg -- we have -- they
heve an arlerschool program. In the surmerline
thoy have a burmer schoo-, tinings like -hat. So
iこ's just to try to plug people -nto rescurces
in t.he Gommunit.y.
MR. SOTTS; OkEy.
WITNESS: A
MR. SOLIS: OkEy. And do you Enow who works there?
Wमl'N&SS: & know -- yeah. & th_nk there are about four or
_ive employees. I'm not aure == they're all
#̈l\perp-t.ims. I dor't know treir statuses, but -
know a few of the peode trene. Yeah.
MR. SOLIS: Okay. Pnd who do you know who works there?
WITSESS: I k=low Delpiline, Mr. Iloarde.
Mk. EAYNE: &'m sorry, kr. ?
WITNESS: Hoarde.
MR. EAYNE: OkEy.
WTTNF.sS: Hoarde. T'm not sume what Michael's last name
is, and Latesha dilliams, and also Cynthia
Rashid
guy, out I don't taink I know his -- I don't
know his name. Fe's -- he comes in parz-time.
So I'm not six=e.
MR. SOLIS: Does your mom have any role at tae chuzen -- I'm
sor=y -- witi the Fami-y Services Crganization?
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WITNESS: I'm nol s we what -- what her role with Lhe
church. I know she's -- I don't häve that --
no. I con't know if she's a member of the board
or a member of the Eamily services. I'm rot.
sure what ar role is, if any.
MR. So-Is; Ckay. You mentioned member of fie board. Does
that rinc any bells ajout ker -- her role wi=h
Family Services?
WITNESS: No. Just -- you know, - was thirking of -- you
know, bocausc - know it has a board, but 1 don't
know if she's a member of that ooard or no-.
MR. So-IS: Okay. Osay. Wrat abou= 3eloved Community
Family wellness cea_er? つo you anow whal nal
is?
WमINESS: H"Et's a clinic. Yes.
MR. SO-IS: Okey.
WIINESS: S.ire.
MR. SO TS: Okey. Do you krow who works trere?
WITNESS: No. Not like -- just I know two feople thaz
work thece. I Lriai -- and I on-y kiow her
name, Mangie. I'm. not sure what Margie's last
nams is. Mangjo Johnson 1 think ī. is, Margic
Johnson, and ther Joycc. Joycc -- I'm not surc
what Joyce's last wame is.
MR. SO-I5: Lo you know who Kacy Rush ie?

KITMESS: Yes. Ku-nrm.
MR. GOLIS: who is zacy Rush?
WमLIESS: My sistor.
MR. SOLIS: Okay.
WTTNFSS: veah.
Mr. Solis: Do you know if she has any ro-e at the Wellness
Center?
WITMESS: - think Kacy might be on the boazd of the
Wellnese Center.
MR. SOLIS: Okay.
WITAESS: Aand I -- I therk that what hor capacity meght bo is, is bei--g on the board at the Wellness center. MR. SOLIG: Okay.

WITNESS: Yeah.
MR. SOLIS: Dons she cwen talk about i- with you?
RITMESS: No. I mean, she' $\perp \perp$ say, "We aad a meezirg," you
know. "The board had a meeting today," but not
content of what that meeling was or arything
like that.
MR. BOLIS: Okay. Is she paici by --
k山ldess : No.

MR. SOLIS: -- the Fami-y Wellnees Cenzer?
WTTVFSS: No.

MR. SOLIG: Okay. Do you have acy other family members
जat, either à voduteez or paic daOaciay, work
on in boand, -rat work at any of those two
entities, the Family senvices Organization or
--e Fomily wellness Center, any other tamily
memoers?
WITNPSS: No. I con't thank there äe any otrer. No.
MR. SOLIS: GZEy.
WITNESS: I'm protty s:1ro that (iraudiblof family momboas
wo work (inaudib-e)
MR. SOTTS: OSEy.
WITNESS: No.
MR. SOLIS: Do you know abou, Lhe relationship belmeen the
counch ard thoso two organizatiors? Is thoro
H-y relationstio?
WIINHSS: No. 'Ihes're pretty muct tree separate entities
(inaudible). Yeah. I don'= thirk we -- I mean,
I think they're both -- all three -- I -ink
-rey're all -rree iusl separale enlilies. We
don't have =eally -- I don'= -- you know, the
cou-ch member doesin't, you kow -- we con't kang
out in the cinic or -- or with -- you cow, so
I don't thina there's a relationshio ine -ave --
MR. SOLIS: OsEy.
NITNPSS: -- jusl beirc w' Lh il.
MF. SOLIS: Did your -- do you know if your -- your fatrer
had somethireg to do with stameing those two
oxganizations or fourdigg then？
WITNきSS：I Wou－d－－you know wiat，I would be specu＿ating
if T said yes because，T mean，T assume so
because it＇s Beloved Community，but trā＇s－－I
couldn＇t make a knowledgeable－－
MR．GOLIS：OREY．
NTTNFSS：－－statomont on that．
MR．SOlis：Does he ever talis to you about those two
ozganizations？
WITNESS：No．
MR．SOLIS：No？

Wम＇IN土＇SS： 1 meen，noz of any subsequence，no．
MK．BOLDS：Did the ckurch give money to those two
organizations to mase donations？
NTTNTSS：T wet dn＇t k－ow that．
MR．GOLIS：DC you know whal Gdizens 「or zush is？
WITNESS：I Lhink Ll＇s my－－or the campaign end of－－
year．I think it＇s the campaígri－－it＇s a
campa－gn orgar－zation．Mrm－himen．
Mr．Solis：Your father＇s camoaign？
WITNESS：I think so．Yeah．
MR．SOLIS：Fave you ever done any work for the campaigr？
WITNESS：Wel－，yeah．－mean，I Grew up working the carpa－ons．So，yeah．I mean，nol alwaye gaic，

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oul I did Lhem, -'m sure I've done a lol or
things =or Ciṫzens for Rush, you know. Yeah.
MR. SoLIG: And so yod've had paid and non-paid positions
with the campa-gn?
NTTNF,SS: W011, just -- woll, T gucss T cou'd say thoy
were paid, just E_ection \ay, you know, Elec=的
Day, you know, po-l walching, 0:, you know,
&lection Lay stuff like that, bu= not as an
administrator or arything like that. So, yeah,
I guess you could say.
MR. SOLIS: Okny. OGay. Did your mothor work for -.no
camoaign, Citizens Lov Zush?
WITveSS: I'm nol slre iz she does or nol. I don'l -- I
don'l know. L_ke I saic, I coulda'l say if she
is a. -- you know, is a membeg ov if ehe's ever
worked officia-ly. It'e hard, you kwow. -
ool|d='t say.
MR. SOLIS: CkEy. Does she ever aalk to you about --
WITNESS: No
MR. SOLIG; -- working on the campaign?
WITNESS: NO.
MR. SoLIS: Okay. fas your fa=hor's campaign rade donations
to the church:
NLTNESS: I guess so. Yeah. Not that I know of, but I've
hea_ -- bul I've heard. Arler all Lis slar ed,
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Lhis is the Iirsl of my knowledoe oI il. So --
MR. SOLIS: OkEy.
wITNESS: So, yeah, apparently so. That's why we're here.
Mk. Sobls: l was just going to ask you how you came to hear
about it..
wITNESS: Yeah. Tha-'s -- this is it. Yeah.
MR. SOLIS: Okay.
wITNEES: Ye:h.
MR. SOLIS: I wanted to ask aoout Rngelique, Mmge-ique
Chatmar.
witNESS: Sure.
MR. SoLIS: Are you related to her?
WITNESS: Yeah. She's my cousin
MR. SOLIS; OkEy.
WITNESS: Min-M_url. Yeak. Nm-Kmum.
MR. SOLIS: ina= is her job title at the crurch?
wITNESS: I guess she would be tre Edministrative
assistant. YOah.
MR. SOLIS: How many deys a week is she \overline{wl the churci?}
WITNESS: Oh, six deys. Ye:h, siz days.
MR. SOLIS: And how many hours does stee wozk?
WITINESS: She's there from probably 9:00 to 4:00, 9:00 to
5:00, yeah, some days longer.
MR. SotitS: Te she paid oy the crurch?
witNES5: As far as I know. I believe so. Yes, sir. I
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wald assume so. Yee. Mm-hmm.
MR. SOLIS: 解y would you assurle it?
THITESS: Because = am. ב mean, we're the only zwo employcos of the crurch.

MR. SoLIs: And how do you know that she's an emp-oyee of
the courch?
WITNESS: I don't krow for sure. I'r. just assuming that
she is. $\perp^{\prime \prime m}$ not swre about that.
MR. Bolis: okay. Nre tiere any other peop-e who are pada Sy the church, musiciane, anybody like that? NITVESS: N1sis_ans, yean. - -hink -- I be_ieve, yeah, berause they come in anc get their paychecks when I come to get mire. Yeah. So that's when I see them, payday. Yeah. So, you know, = oelieve the musiciane are, and I would think that would be as far as iike on a recular basis. I mean, they E-ways contrant out ت̈or, you know -- you know, cther work 1 -ke snow removal, you knOm .

MR. BOLIS: Right. WITNEGS: Bu= ás fay as -- I thins it's just the musicians. Yoah.

ME. SOLIG: Okey.

WITNESS: Vm-hmr.
MR. SOLIS: Have you Lalked Lo your dad aboul Lhe facl ha,

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we'd be speaking wilk you Loday?
mI|N+SS: Sure. Lh-hu`.
MR. SCL_S: What did you guys talk abolit?
MTTNन,Ss: Nothing. Fe didn'- tolk abovt like -- T think T
mentiored, "I've got to go E= fron= of the
Ethics Committee. We al- have to be done."
"Romlly? woll, is thet. =omorrow?" "Yoah. It.'s
tororrow." "Okay." Yol know, anc that was it.
"What d'd the guy say Aoout the window?" That.'s
how that went. That's exac-ly how it went.
NR. SOL-S: Have you spoken at aL\perp witk any Lawyers
associ=led wilh your dad?
NITN\XisS: I dor't Enow if ho was tho lawyor at -ho time,
cu= scott
MR. SOL-s: scott. Ghomas?
NITNESS: Yeah. I'm rot sure if he was my -- I'm not sure
If re was officia_ly at the ciovacizy of a lawyez
or ret. I dor't Enow if he was, but, yeah,
me've spoken to h'm. Veah.
MR. ECL-S: OkEy. Frnd you said "we." "rie've spokert to
him."
NITN\XiSS: Ne\perp\perp, we had a mee-ing, the core qrodp and
because I was an employee of tre churci, he
tholght it was important for me to be at the
meeling. Ife Lolc us aboul nis, yod know,
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&aquiry, and ScoLL was Lhere. Yeah.
MR. SOLIS: O`ay. lid they -- did -- did scott or the
Congressman go over Eqy -opics trat we'd be
cover=ng?
WITNESS: No. He didr't know -- I trink at tre time we
didn'= krow what the scope o三 whEt you were
%ver-ng wou_d se. So--
MR. SO|IS: OREy
WTTNFSS: -- ho collodr't soll that
MR. SOLIS: Did they talk aboat employees of the church or
a--yocdy gettirg paid by the church?
WITNESS: "Jefz, you're the only emplcyee." I tnink he
said -- `ecause I thi״ız _ was there. I don't
mow -̇ (inaudiole) was =here. "Yow're one of
-no cmoloyoos of the church, so this is why" --
O-, that's why I was in the meeting becauce I'm
a_ enkloyee of Lige church. So Lhal's -- Lhal
was iz trough.
MF. SOLIS: Was that the congressman or youn dad who said
Eat, or was that scott?
WTTNFSS: No. That wes my fathor. Suro.
MR. SOLIS: OAay. So your tather said you'ze -- you get
oaid by the crurch; you're an emplovee oz the
~u=ch?
WITNESS: Yeah. Well, yeah. Mm-Ymm.
```

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MF, SO-IS: Lid ne identify acybody else in the neeting --
HITNESS: No.
MR. SOLIS: -- wno was pa_d by tae church?
WITNESS: No. Not that -- not to my know_edge.
MF. SO-IS: Okay.
WITNESS: No. Not to ny momledge.
MF, SO-IS: Do you have any othes guestions? Let me jus= do
a cuick check hece and make sure \perp got
everything. I triňk thaこ's --
MR. HAYNE: You said you did some -- you've always worked
for the sampaign?
WTTNFES: Not -- rot always, not every cambaign because
there's a lot, but on and off. Yeoh. I
(inaucible) nelped (inaudiole). Sure.
MR. FLYNE: FTlere do you do tiee campaign work?
Wम''NESS: Whore do we do =he campaign work? 'lhere's --
Well, -here's a campaign office in ch:cago, and
it depends on =`e campaign because -- you mow,
because he's a Cenlral Commilleeman, -ike I've
Worked for the last Mayoral campaign wi=h Carol
Moeeley-Braum wowked tha=. Yea:. It was own
35tr and King Lrive. So it decencis on, voll know
-- anc which candidate we'we supporting, yo:a
know, who we'ne relping oat. So --
MF. FAYNE: Ckay.
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MR. ZINOPT: You're -- I'm -- I'd like Lo Lry and olarify il
a little bi=. You're ta_king aoodt campaiqms
other than his runs for Cong=ess; is that
corrcot?
WTTNFSS; Yeah. Recause -'n -- rot just his campaigns.
I'm talking about al\perp campa-gns, you know,
because, lise = said, he's a cer ral --
Democratic Cer-tra- Committeeman, so they -- they
select candicates to zur1, s-aze camdidazes to
run. So lise, you know, wo supoort. --
MR. RFNOFF: You men=ioned --
WITNEES: Carol Moseley-\Xiraun for Mayor.
ME. ZrNOPF: Righl. Ard Lhe-= cownly --
WITNESS; COunly.
MR. ZENOEF: -- counzy calldidazes. Okay.
W\perpINESG: Govcrnor.
Mr. SOTTS: Okay.
WITNESS: You know, Qxin= -- you smow, Support. Quirn foz
Governor. So, like I said, depenking on who we
felp oul, you know, Lral delermines where I work
out or where I report to. There's no cre place.
MK. PAYNE: Yov did mertion there's a :hicago offzec fo= the
campaig_?
wTtNFSS: Yeah.
MR. PAYNE: What we=e vod referring ta there? What is the
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I
2
3
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Ch-vago oflice?

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Ch-vago oflice?
NI'NH'SG: Oh, there's am office cn -- | believe, it's or -
NI'NH'SG: Oh, there's am office cn -- | believe, it's or -
-Lake Meadows sropozng center. That would be
-Lake Meadows sropozng center. That would be
3b-h -- 3<th and -- T'm not sure that's Rhoces.
3b-h -- 3<th and -- T'm not sure that's Rhoces.
Navbe 34th and Fiodes, 34th and Rnodes.
Navbe 34th and Fiodes, 34th and Rnodes.
MR. SOLIS: 34th --
MR. SOLIS: 34th --
MR. EAYNE: Rhodes?
MR. EAYNE: Rhodes?
NI'NHESS: Yoah.
NI'NHESS: Yoah.
MR. PAYNE: And you also meationed 35tr and King?
MR. PAYNE: And you also meationed 35tr and King?
NTMNFSS: That wes Carol Moseley-Bramn's ottice, yean, in
NTMNFSS: That wes Carol Moseley-Bramn's ottice, yean, in
tre ({naudio-e).
tre ({naudio-e).
MR. FAYNL: And 35th and Rhodes is which campeig=?
MR. FAYNL: And 35th and Rhodes is which campeig=?
NICNESS: Tha='s -- well, that's one of tie cempeign
NICNESS: Tha='s -- well, that's one of tie cempeign
office trat. - hevo worked on. That's my -- you
office trat. - hevo worked on. That's my -- you
asced me the Chicago of=ice
asced me the Chicago of=ice
MR. EAYNE: Mr.-hmun.
MR. EAYNE: Mr.-hmun.
NITNDSE: Tha_'s Quinn I was refesring Lo.
NITNDSE: Tha_'s Quinn I was refesring Lo.
NE. EAYNE: And you were doing wowk then Eor Citizens for
NE. EAYNE: And you were doing wowk then Eor Citizens for
R.sh?
R.sh?
WITNESS: I've workoed thora or Citizons for Ruesh ass woll
WITNESS: I've workoed thora or Citizons for Ruesh ass woll
as other campaigרs. Sure. Mm-hmm.
as other campaigרs. Sure. Mm-hmm.
NR. EAYNE: ORay.
NR. EAYNE: ORay.
AInNESS: As well as other campaiqus.
AInNESS: As well as other campaiqus.
MR. SOLIS: And have you ever worked at tie 35th anc Kirg
MR. SOLIS: And have you ever worked at tie 35th anc Kirg
space -on Oi_izers ror Rusi?
```

space -on Oi_izers ror Rusi?

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NITNESS: I dor't thank so. No. I don't think so. I
mean, il's been a bunch of candidales, bul I
don't know if I've cver worked for Citizens for
Rush thoco or -- maybe in the onrly days we dici.
It's a Long history of -- you krow, so I
couldr't say for sure because werve 'ab so many,
you krow, different offices. So it's pose'ble.
A'm not sure, you know. \& rea-ly coular't say
with 100 percent certa-nzy.
MR. SOLIS: The 34th and Rhodes space, is tha= an actual
like of=ice spoco?
WITNESS: Yeãh.
MR. SOLIs: It's four wal-s ard --
WITNESS: Yeごh.
MR. SOLIB: Okay, DO you kmow who uwzes that space, or who's
liko in charge of it, manages -t.?
NITNESS: NO. I don't know.
MR. sotits: okay.
WITvEss: I'm rot sure. = wolid fink the rea- estate
comgary tha, owris that groge= - y would know.
MR. ENYNt: who would you describe as the campaign manager
for Citize:=s for Rush?
WITNESS: I dor't cvon know. I could='t to-l you who At
would be.
MR. EAYNE: So to whom do you rewort wher you're donng this

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work for the campaign?
MINASS: it could oo a myriad of c-=forort pooplo,
whatever needed to be done. So when I'd report,
you know, I would say walter -- usually Nalter
Soarkman is usually somebody that we'd qo, you
know, if you needed, you know, flyers passeci oul
or somothing liko that.
That would be -- out -t could be
anybody, you know what. I'm saying. So it was
no- one person that T reported to. Tris is the
-- you knowj, it coli-d be one of any -- sonebody
In Lhe organ-calior. So (inaudible) il could be
anybody. mhoever was - n charge of that task,
you know. You know, somcbody who Es in chargo
of ge-ting out literature. Ilhey would be the
one that, you krom --
MR. SOLIS: Mm-hmm
NIINESS: It could je me =rat was the Oae in charge. So
-'d call everybody else, you know wlat I'r.
saying. So _t was never छny --
YR. SOLIS: Nhon yom had your mooting with the coro g=oup,
and Mr. Thomas was there, and dad was there.
They were ta_kirg abou= owr inguiry. Did rertal
space of the campaign or where the campaign
ooeraces, Lhal gel broughl up al thal meeling?

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WITNESS: No. Not -- Not to my knowledge. I don't -- I
don'L Lhink so. -'m rol -- I don'L Lhink so.
Not to -- \& could be -- \& don't -nink so though.
MR. SOLIS: Has your cad evor talicod akout that. with you --
WTTNFSS: NO.
MR. SoLIs: -- about wrere the campeign opera=es --
TITNESS: NO
MR. SOLIS; -- and of=ice space?
WITNESS: No. Ituh-uh. Eecause he's rum wopposed for
some time. So \& don't -- re's never -alked -o
me nbont -- zot. paznicularly about. the of=-ce.
No. Fuh-uh. No. T can say thaz. No.
MR. SOLIS: Okay. Wher you say "nol parlicularly aboul Lhe
orlice," -n general did he discuss --
WITNESS: - mean, noz -- च`e office is just carmpicn, you
know. Who -- who's olit =here run-ing agains=
You? Nobody this time, or he'_\perp tell me -- yo:d
know, but not -- no-ining, like I saici,
particularly about =nat o三fice. That's -- you
know.
AR. SOLLS: 1 think fiat's all the questions we have fo-
you
WITNESS: 「hat's it?
MR. SOT.TS: SO -- yean.
WITNES5: Okay. A-こigkl.

```
his money. Maybe get some more (inaudible).
END OF -NTERYIEW

```

WTrvass: No. Tt wasil't too bad. Tust, you kmon, make
suro you nolo l.hal. I.ho guy is woskang hard for
WT-VFSE: No. Tt wasm't too bad. Tust, you kmom, make
suro you nolo l.hal. I.ho guy is wozk-ng hard for

```
his money. Maybe get some more (inaudible).
END OF -NTERYIEW


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chief 1-10 & cousin \(21: 13\)
covering 24 & E \\
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& 13 \cdot 202414 \cdot 3
\end{aligned}
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\[
3: 37: 3
\] & moseleybraun \\
\hline \[
\begin{aligned}
& \text { guys } 6: 17,258: 20 \\
& 9: 1123: 3
\end{aligned}
\] & \(30: 2\)
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\] & nompaid 20:3 \\
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\end{tabular} \\
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\hline home 8:22 & \[
\begin{aligned}
& 2: 4,86: 17,227: 10 \\
& 24: 12
\end{aligned}
\] & knowledgeable & \[
\begin{array}{r}
\text { mentioned } 4: 22 \\
5: 2416: 623: 5
\end{array}
\] & 0 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
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\hline 21:20 24:1627:2 & paying 13:2 & rate 11:25 12:5 & 24:2,20 & 19:21,23 20:3,11 \\
\hline okay 2:4,18,24 3:1 & payment 11:16 & reaction 5:1 & secretary 4:74 & 20:18,20,22 21:2 \\
\hline 3:22 4:24 5:14,18 & payne 1:10 7:14 8:1 & real \(2: 2228: 19\) & see 4:235:36.12 & 21:4,7,9, 12, 14,16 \\
\hline 5:22 6:13,13,15 & 15:15,17 25:10,15 & really \(4: 17,259: 1\) & 22:14 & 21:19,21,24 22:2 \\
\hline 6:21 7:25 8:14,20 & 25:25 26:22,25 & 18:1923:728:8 & select 26:9 & 22:5,9,20,23,25 \\
\hline 9:1,5,18,20 10:7 & 27:7,9,12,16,18 & reconstruction 7:4 & separate 18:15,18 & 23:3,11,15,20 \\
\hline 10:10,14,25 11:4 & 27:22 28:21,25 & referring \(26: 25\) & services 14:21,25 & 24:2,8,10,19,22 \\
\hline 11:4,10,12,21 & pays 12:19,20,22 & 27:17 & 15:25 16:4,8 18:3 & 25:1,3,5,726:17 \\
\hline 12:5,8,10, 12 13:9 & 13:3,12,13 & regular 11:14 22:16 & set 10:13 11:1 & 27:6,24 28:10,13 \\
\hline 13:11,22 14:5,8 & people 3:12 4:6 & related 21:12 & seven 10:9 & 28:15,18 29:17,21 \\
\hline 14:19,24 15:6,8 & 15:4,12 16:19 & relationship 18:12 & shell 17:17 & 30:4,6,8,13,21,24 \\
\hline 15:13,17 16:6,12 & 22:929:2 & 18:14,22 & shes 16:2,3,1 & 31:1 \\
\hline 16:12,16,18 17:4 & percent 28:9 & removal22:18 & 20:15 21:13,22 & somebody 3:6,19 \\
\hline 17:10,14,21,25 & period 7:14,16 & rental \(29: 23\) & 22:5 & 29:5,11,14 \\
\hline 18:7,10,2319.7 & person 3:20 15:20 & report 26:21 28:25 & shopping 27:3 & sorry 15:15,25 \\
\hline 20:11,11,18,22 & 29:10 & 29:3 & show 7:2,5 & sort 4:9,18 \\
\hline 21:2,7,14 22:9,23 & physically 12:22 & reported 29:10 & sign 13:18,20,24 & source 13:4 \\
\hline 23:8,20 24:2,8,22 & 13:12 & resources 15:4 & signed 13:17 & space 27:25 28:10 \\
\hline 25:5,25 26:15,17 & pitched 3:13 & rest 6:4 & signer 14:2 & 28:11,15 29:24 \\
\hline 27:22 28:15,18 & place 26:21 & rhodes 27:4,5,5,7 & signs 13:19 & 30:8 \\
\hline 30:13,25 & plug 15:4 & 27:12 28:10 & sir9:24 12:721:25 & sparkman 29:5 \\
\hline old 4:20 & pocket 6:5 & right 5:1,26:77:7 & sister 17.3 & speaking 23:1 \\
\hline oncall 10:20 & point 5:58:20 13:7 & 8:1,2 10:19,20 & six 10:9 12:321:20 & speculating 19:3 \\
\hline open 3:6 & poll \(20: 7\) & 14:1422:20 26:13 & 21:20 & spiritual 12:15 \\
\hline operates 29:25 30:6 & position 2:8 3:64:3 & ring \(16: 7\) & slate \(26: 9\) & spoken 23:11,19,20 \\
\hline organization 14:22 & 6:312:16 & role 2.7 12:14 & slowing 7:18 & stained 10:16 \\
\hline 14:22,25 15:25 & positions 20:3 & 15:24 16:1,5,7 & snow 22:18 & stanley 13:16 \\
\hline 18:319:20 29:12 & possible 28:7 & 17:6 & sole 2:19 & start 2:14 10:2 \\
\hline organizations & prefer 2:1 & roughly 8:22 & solis 1:9 2:1,4,6,13 & started 2:14,20 \\
\hline 18:13 19:2, 10,15 & present 1:8 12:6 & run 26:9,10 30:9 & 2:16,18,20,24 \(3: 1\) & 9:25 \(20: 25\) \\
\hline owe 14:14 & pretty 10:1 18:8,15 & running 14:12,13 & 3:4,22 4:2,5,10,24 & starting 19:1 \\
\hline owns 28:15,20 & prior 39 & 30:16 & 5:2,4,9,14,22,24 & statement 19:8 \\
\hline P & probably 2:11 6:19 & runs 26:3 & 6:7,13,15,21,24 & statuses 15:11 \\
\hline paid 8:21 11:8,9 & problem 8:13,19 & \[
2: 716: 25 \quad 17: 2
\] & \[
\begin{aligned}
& 7: 7,128: 5,9,14,20 \\
& 9: 3,5,7,10,18,23
\end{aligned}
\] & struggling \(11: 22\) \\
\hline 14:8,15,17 17:21 & program 15:2 & 19:17 20:2,12 & \[
\begin{aligned}
& 9: 3,5,7,10,18,23 \\
& 9: 25: 10: 3,5,7,10
\end{aligned}
\] & \[
\text { stuff } 7: 820: 8
\] \\
\hline 18:1 19:25 20:3,6 & property \(28: 20\) & 27:19,20,25 28:4 & 10:14,19,25 11:4 & subsequence 19:13 \\
\hline 21:24 22:9 \(24: 11\) & put 11:2 & 28:22 & 11:6,8,10, 12,14 & summer 15:3 \\
\hline 24:23 25:3 & & & 11:21,25 12:3,5,8 & summertime 15:2 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
\hline \multirow[t]{5}{*}{\begin{tabular}{l}
supervisor 3:3,3 \\
support 26:10,18 \\
supporting 25:23 \\
supposed 8:2
\end{tabular}} & \multirow[t]{5}{*}{\[
\begin{gathered}
\text { think } 2: 14,143: 16 \\
3: 234: 7,13,225: 8 \\
6: 97: 20,20,21,21 \\
7: 238: 3,129: 23
\end{gathered}
\]} & \multirow[t]{2}{*}{volunteer 3:21,24 18:1} & \multirow[t]{5}{*}{\[
\begin{aligned}
& 21: 3,6,8,11,13,15 \\
& 21: 17,20,22,25 \\
& 22: 3,7,11,21,24 \\
& 23: 2,4,13,16,22 \\
& 24: 5,9,12,21,25
\end{aligned}
\]} & \multirow[t]{3}{*}{\[
\begin{aligned}
& 25: 2126: 5,24 \\
& 27: 8,1028: 12,14 \\
& 30: 24
\end{aligned}
\]} \\
\hline & & & & \\
\hline & & & & \\
\hline & & W & & year 3:1275 11:15 \\
\hline & & walls 28:13 & & yesterday 10:15,16 \\
\hline 14:2,3,10,11,14 & 16:20,22 17:8,11 & walter 29:4 & 25:2,4,6,12,16 & youll 8:24 \\
\hline 15:10,18,23 16:1 & 18:6,16,17,17,22 & want 6:49:21 & \(26: 5,12,14,16,18\) & youre 10:3 11:8 \\
\hline 16:5,17,21,23 & 19:18, 19,22 22:11 & wanted 21.9 & 26:24 27:2,8,10 & 12:17 13:1 24:12 \\
\hline 18:8 20:1,13 & 22:15,21 23:4 & wasnt 9:14,14,20 & 27:13,17,20,23 & 24:14,22,23 26:1 \\
\hline 21:11 22:7,8 23:2 & 24:5,12,13 25:9 & 31:1,2 & 28:1,12,14,17,19 & 26:2 28:25 \\
\hline 23:16,16 24:21 & 28:1,1,19 30:2,2,3 & watching 20.7 & 28:23 29:2,18 & youve 20:3 25:10 \\
\hline 25:8,14 27:4,21 & \(30: 21\) & way 13:1 & 30:1,5,7,9,15,23 & \\
\hline 28:6,8,19 31:3 & thinking 13:1,3,7 & wed 23:1 \(24: 329.5\)
week 8:239:19 & 30.2531 .2 & \(\frac{\text { Z }}{\text { zenoff 1:12 26:1,11 }}\) \\
\hline T & & 10:7,9 11:2 21:19 & work 3:46.11, & \\
\hline \multirow[t]{3}{*}{take 10:15 taken 10:24 talk 4:2 5:21 8:2} & \multirow[t]{2}{*}{thompson 1:16 thought \(23 \cdot 24\)} & \multirow[t]{2}{*}{weeks 11:9 12:3,4 wellness 16:13 17:6} & 7:9 10:12 16:20 & zero 9:2 \\
\hline & & & 18:1,2,9 19:23 & \\
\hline & \[
\begin{array}{|l}
\text { three } 5: 718: 15,17 \\
18: 18
\end{array}
\] & \[
\begin{aligned}
& 17: 9,12,23 \text { 18:4 } \\
& \text { went } 6: 149: 11
\end{aligned}
\] & 20:11 21:21 22:18 & \[
007: 10,108: 6,10
\] \\
\hline 20:18 23:3,4 & \multirow[t]{2}{*}{threemonth 7:16 time 4:14 5:4 7:14} & \multirow[t]{2}{*}{\[
\begin{gathered}
23: 10,10 \\
\text { weve } 23: 19,2028: 6
\end{gathered}
\]} & \[
\begin{aligned}
& 25: 15,1626: 20 \\
& 27: 1829: 1
\end{aligned}
\] & \[
21: 22,22,22,23
\] \\
\hline 24:10 & & & \multirow[t]{2}{*}{\[
\left\lvert\, \begin{gathered}
\text { worked } 2: 223: 9 \\
20: 1625: 10,20,21
\end{gathered}\right.
\]} & \multirow[t]{2}{*}{} \\
\hline talked 59,12,25 & \multirow[t]{2}{*}{} & \multirow[t]{2}{*}{whos 28:15 30:16 williams \(15: 19\)} & & \\
\hline 22:25 30:4,10 & & & 27:14,20,24 28:3 & \[
\begin{array}{|l}
12: 159: 2312: 5 \\
31: 14
\end{array}
\] \\
\hline talking 26:2,6 & \multirow[t]{2}{*}{\begin{tabular}{l}
\[
30: 10,17
\] \\
tithes 13:6 \\
title 2:9, 12 21:16
\end{tabular}} & \begin{tabular}{l}
williams 15:19 \\
window 23.9
\end{tabular} & \multirow[t]{2}{*}{working \(6: 1810: 7\)
\(19: 2420: 2031: 3\)} & \multirow[t]{2}{*}{\(10028: 9\)} \\
\hline 29:23 & & \multirow[t]{3}{*}{\begin{tabular}{l}
windows 10:17 \\
wintertime 10:22 \\
witness 2:3,5,10,14
\end{tabular}} & & \\
\hline task 29:13 & \[
\begin{aligned}
& \text { title 2:9, } 12 \text { 21:16 } \\
& \text { titles 12:16 }
\end{aligned}
\] & & \multirow[t]{2}{*}{\[
\begin{array}{|c}
\text { works } 15: 8,13 \\
16: 18
\end{array}
\]} & \[
1410: 12
\] \\
\hline teacher 12:15
teased 11:18 & \multirow[t]{2}{*}{\begin{tabular}{l}
today 17:1823:1 \\
told 8:5,12 23:25
\end{tabular}} & & & \multirow[t]{2}{*}{1st 6:20} \\
\hline teased 11:18
tell \(24: 928: 23\) & & \multirow[t]{2}{*}{\[
\begin{aligned}
& 2: 17,19,22,2532 \\
& 3: 7,234: 4,6,12,25
\end{aligned}
\]} & wouldnt 19:16 & \\
\hline tell \(24: 928: 23\)
30:17 & \multirow[t]{2}{*}{tomorrow 23:7,8 topies 24:3} & & \multirow[t]{3}{*}{\begin{tabular}{l}
wow 9:1 \\
write 12:24 13:11 \\
13:11 \\
writes 12:20 13:13
\end{tabular}} & \multirow[t]{3}{*}{\(\frac{2}{\frac{2}{20132: 159: 2312: 6}}\)} \\
\hline 30:17
telling \(4: 15\) & & \[
\begin{aligned}
& 3: 7,234: 4,6,12,25 \\
& 5: 3,6,11,15,236: 1
\end{aligned}
\] & & \\
\hline telling 4:15 thats 3:184:25 & transcribed 1:15
try 15:426:1 & \[
\begin{aligned}
& 6: 8,14,17,22,25 \\
& 7: 8,13,208: 2,8,12
\end{aligned}
\] & & \\
\hline 5:19,20 6:14,25 & trying 11:23,23 & \multirow[t]{2}{*}{\(8: 15,229: 4,6,9,12\)
\(9: 19,2410: 1,4,6,9\)} & writes 12:2013:13 & 3 \\
\hline 7:23 8:2,4,23,24 & two 11:9 12:3,4 & & X & \multirow[t]{6}{*}{300 8:22 9:2,16
34th \(27: 4,5,5,6\)
\(28: 10\)
35th \(25: 22\) 27:4,9
\(27: 12,24\)} \\
\hline 8:25,25 9:4,13,15 & \(14.516: 1918.2\) & 10:11,15,2011:1 & & \\
\hline 9:19 10:1 12:1,1 & 18:13 19:1,9,14 & 11:5,7,9,11,13,17 & \(\frac{\mathrm{Y}}{\text { yenh } 4.45 \cdot 8.81}\) & \\
\hline 13:7,7,18,25 & 22:3 & 11:22 12:1,4,7,9 & yeah 4:4 5:8,8,11 & \\
\hline 16:15 19:5 21:3,6 & & 12:11,13,15,18,20 & 5:11,12,20 6:24 & \\
\hline 22:13 23:9,10 & U & 13:3,10,12,15,21 & 7:13,24 8:2,22 9:6 & \\
\hline 24:16,1725:9 & uhhuh 13:12 14:7 & 13:23,25 14:7,10 & \multirow[t]{2}{*}{10:2,4 11:1112:1} & 4 \\
\hline 27:4,13,13,14,17 & \multirow[t]{2}{*}{\[
23: 2
\]} & 14:12, 18,20,23,25 & & \(421: 22\) \\
\hline 30:19,21,23 & & \multirow[t]{2}{*}{\[
\begin{aligned}
& 15: 7,9,14,16,18 \\
& 16: 1,9,15,17,19
\end{aligned}
\]} & \multirow[t]{2}{*}{\(13: 2314: 13,14,15\)
\(15: 9,12175,15\)} & \multirow[t]{2}{*}{\(4011: 2\)} \\
\hline theres 10:13 11:1 & uncommon 10:21 understood 11:22 & & & \\
\hline 11:20 15:20 18:22 & \multirow[t]{5}{*}{\begin{tabular}{l}
unnegotiation 9:22 unopposed \(30: 9\) \\
upkeep 3:20 \\
user 14:2 \\
usually 29:4,5
\end{tabular}} & \multirow[t]{6}{*}{17:1,3,5,8,11,15 17:17,22,24 18:6 18:8,11,15,24 19:3,8,11,13,16 19:18,22,24 20:5 20:13,19,21,24} & \multirow[t]{6}{*}{\[
\begin{aligned}
& 18: 1619: 19,22,24 \\
& 19: 2520: 2,9,24 \\
& 21: 3,6,6,8,13,15 \\
& 21: 18,20,23,22: 11 \\
& 22: 11,13,14,22 \\
& 23: 7,16,18,19 \\
& 24: 1,25,2525: 13
\end{aligned}
\]} & \multirow[t]{6}{*}{\(\frac{5}{\frac{5}{521: 23}} \frac{6}{60011: 25122} 6\)} \\
\hline 25:13,16,17 26:21 & & & & \\
\hline 26:22 27:2 & & & & \\
\hline theyre 7:2 15:10 & & & & \\
\hline 18:15,17,18 & & & & \\
\hline things 15:3 & V & & & \\
\hline
\end{tabular}


\section*{EXHIBIT 9}

\section*{Transcript of Interview of BCFWC Board Member}
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INTERVIEW OF }

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Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Diane Gianos
\(\square\)

Transcribed By:
Julie Thompson
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Mr. SO_IS: Tais is Pau_ Sclis, Investigative Counsel wi=`
Lhe O_fice 0- Congressional \Xithics. ='n joined
by Dcputy Chief Couneo-, Koduic Paync, D_anc
Giarcos, nnd }
\square.
what is your posi=ion with the
Beloved Commurity Wellness Center?
\itie "ritness";: I'm a board member.
MF. SO-IS: How lonc have you been E board member?
WITNESS: Since thee begiming of the mellnese Center, for
at. loast follr ycars -- focr or more voars,
wherever -t was established. I've been there
since the oeginming.
MR. SOJIS: Tha= are some of youz jub responsibilities and
duties?
WITNESS: We aze to meet with the board once -- once every
month, cvozy fownte wock of tho month, and wo go
Over the -ogis=ics of the wellness Center.
MF. SO-,TS: To you put any more time im other tisn that once
a month meetirg wilh the boasd members? Do you
:ave -- you krow, are you going ower papewwork,
sperding more howrs than just twat cre mee=ing?
WH'lNESS: No.
MR. SO_IS: Nre you emp_oyed anywhere else? Do you work
somewhere else?
WITNESS: ves.

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MR. SOL=s: Ca^clyn Rush, is Lhal your mother?

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MR. SOL=s: Ca^clyn Rush, is Lhal your mother?
NITNESS: My stcomom.
NITNESS: My stcomom.
VR. SOT-S: Your stepmom. To you know it ste has a role
VR. SOT-S: Your stepmom. To you know it ste has a role
with =-e dellness center?
with =-e dellness center?
NITNESS: She doesn't.
NITNESS: She doesn't.
MR. SOL-S: The Be_oved Communily ChrisLian Church, do you
MR. SOL-S: The Be_oved Communily ChrisLian Church, do you
know wi=at that is?
know wi=at that is?
AlNNSS: Yes.
AlNNSS: Yes.
MR. SOL_S: And what is i=; whe=e is it?
MR. SOL_S: And what is i=; whe=e is it?
WITNESS: It is in Englewood. It's on 78th and Harvard.
WITNESS: It is in Englewood. It's on 78th and Harvard.
It is where I worshit. = go to two churches,
It is where I worshit. = go to two churches,
bul I worship -- - serve al bolh.
bul I worship -- - serve al bolh.
MR. SOL_S: Okay. Do yow work at the chu=cha
MR. SOL_S: Okay. Do yow work at the chu=cha
WITNESG: No. - volumteer.
WITNESG: No. - volumteer.
MR. SOL-S: Whaz is Roprosontativo Rush's rolo witr tho
MR. SOL-S: Whaz is Roprosontativo Rush's rolo witr tho
chumch?
chumch?
WITNESS: Faslor, Leache=.
WITNESS: Faslor, Leache=.
MR. SOL=S: And row long hee he been pas=or and tecoher?
MR. SOL=S: And row long hee he been pas=or and tecoher?
NITNESS: Since the begizning of it.
NITNESS: Since the begizning of it.
MR. SOL-S: DC you know whon that is?
MR. SOL-S: DC you know whon that is?
AlNNASS: Nine years, maybe nine, ten yeans.
AlNNASS: Nine years, maybe nine, ten yeans.
Mr. SOL-S: Does he receive any form of peyment from his
Mr. SOL-S: Does he receive any form of peyment from his
work wi=r the crurch?
work wi=r the crurch?
NITNESS: lo.
NITNESS: lo.
MR. SOL-S: And row do you know Lhal?
```

MR. SOL-S: And row do you know Lhal?

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NITNESS: Eecause -- I E-NOw because he'a -- I just know.
T know tra=, you now, wer're not rich. we don't
-- he does i= -- he doea it out of -- youl kmon,
just something re was called to do, to be a
pastor.
MR. SOLIS: Wha_ abouL Carolyr, your sLepmem, does she do
any woak for the church?
NITNESS: NO.
MR. SOL\perpS: Joff kush, do yoll know who that is?
mTTNFSS: Yes.
MR. SOLIS: And wo -s tnat?
NITNDSS: My k=olner.
MR. SOLIS: Osay Does ile do awy wowk for tine ciurch?
N\perpINE'SS: YCS.
Mr. SOl.IS: wha= wor'r does he do?
NITNESS: Like clazodial, attendart.
MR. SOLIS: When d_d he begin working for the churoa?
NITNESS: Maybe a year acc, nol Lra, long.
MR. SOLIS: Is he still working for the church?
NHNN'SS: Yes.
MR. SOLIS: In a cus=odial caoacity?
NITNESS: Yes.
MR. SOLIS: Is he paid}\mathrm{ by the onurch?
NITNESS: I arl not sure.
MF. SOLIS: Angelique Chatmar,

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MITNESS: Un-MLh.
MF. SOLIS: Do you know who that is?
WHLNESS: YOR
MR. SOLIS: Who is that?
FITNFSS: E-e's a cousim.
MR. SOT.TS: Does she do any work for the courch?
WITNESS: Yes.
MR. SOLIS: What work dces she do Eor the church?
NITNESS: S%e'e tree secrezary.
MR. SOLIs: You krow how -ong she's becn do_ng that?
NITNESS: I dor't.
MR. SOLIs: She stil_ the secretary toere?
WITNESS: Yes.
MR. SOLIS: Is she paid by the crumoh?
WHLuESS: Yes. \& think so. L'm. not Eure though.
MK. SOLLS: why io you think so?
WITNESS: I'm rot really sure.
MR. SOT,TS: Does she even ta`k to you about be'ng paid by
the church?
WITNESS: NO.
MR. SOLIS: Has Representative Rush ever ta-ked about
Ange_ique beirg paid by the churci?
MITNESS: NO.
MR. SOT,Ts: Do you have any othe" relatimes who work for the
Beloved Community Christian Chu=ch?

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WITNESS: = have E brother who's a -- he's like so-
minisler, co -- no, nol paslor. But he's --
nc's a ministor at tho church.
MR. SoL\perpS: And who is that?
WITNESS: FLyMn Russ.
MR. SOLIS; Is he Representative Rush's som?
wITNESS: Yes.
MR. SOLIs: Do you know if he's paid oy the church?
WमMNESS: NO
Mk. SOLLB: And hom do you know tha-?
WITNESS: Eecause he's broke. We're a\perp1 -- no, wish.
MR. SOTIS: Sp he is 7ot paid by the chatcin
WITNESS: NO.
MR. SOLIE: Wha. is Lie relabionship oelween the church and
the wellness center, if any?
WITNESS: Fhere's no relationship. Ghey may show up at
maybe church gicnics to give free b ood pressure
tosts or trings liko that, bu_ no rolatio-siip.
MR. SOLIS: Beloved Communily Iam-ly Services, io you krow
what that is?
WITNEES: Ves.
MR. SOLIS: Tha= is that?
Wम'NNES: ''Fat's a scrvice, a not-for-profit sorvice that
is located it ='e chumch. -t's upstairs, but
they're seosraze as well.

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Mk. SO-IS: Do you kncw who works there in zamiy Services? WITNESS: I don't.

MR. SO-Is: Carolyn Rash, do you know ̇f she worss =nere or
nas any role with the Eamily services
arganization?

GITNESS: I den't know.
MR. SO-IS: Is there any relationship be=ween Fansly

Bervices and the Wellness Center?
WITVESS: NO.
Mk. Bo」s: And 1 ask, vou know, about the affiliation with
these organizations, yoz krow, they share -ne
seme --

WITSESE: Righl.
MR. BOJIs; -- name Eeloved, Loes that come from somewhere?
Ls tha: a name that the Corgressmar came up
witr?
WTTVFSS: Yes.

MR. SO-TS: Tt - s?
WITSESS: Yes. Il's -- in was ialenlionály -- il's --
il's somelhing wilh Karlis Lmbher King's speech
abotit a beloved conmanity, awd so that was part
of ris crive in establenirg some services for
the minoritics in the comminity.
MR. SO-TS: Sc did Repmesentative Rush establish or hel? to establist the Famsly Serviees orqanization?
mITNESS: As Car as help, 1 krow he came up with ar idea, but - don't krow as far as his efforts irl establishing it.

MR. SOLIS: Okay. Docs the Bc-oved Community Chris=ian
Church over provide any dorations or money to
the Wellness Center?
witNeas: No. Not that I krow oj.
Mk. SOLIS: what is Ciṫzens Eor kush? Lo you kriow what
that is?
MITNESS: That's a camoaigh, maybe fund. It's pririced at
the bottor of his onsters that I have to post
out.
MR. SOLIS: So have you done any work for Citizens for Rush?
mITNESS: Volurteer. Or I may have worked on election Day
as fave as precinct cavtainl or a juage.
MR. suLLs: when is the last time you worked as a voluntecr
Eor Citizens for Rush?

MR. SOLIS: And when you did that work, where did you do the
Work out \(0 \equiv\), an office?
絧INE:S: No. It was at one of the peecincts where --
where -- \(\begin{aligned} \text { tiloction bay whero pocpio go voto, }\end{aligned}\)
polling olaces.

MR. SOLIs: Do you know where Represen=ative Rush or Gilizens Ior Rusk does ile work oun of? Does i.

\footnotetext{
Gave an oflice soace?
WITNESS: Yes.
MR. SOLIS: Where is the office space?
Ril'NESS: Lt's on like 34 th and Lake Meadous shopping
contex.
MR. Sotits: Ts it 3351 King Drive? Joes tiat ring a bell?
WITNESS: Yeah. Mavbe -- veah.
MR. GOLIS: And Fiow de you know that' \(s\) the carmaign office?
WITNESS: Well, or E-ection Day, it's -- it's kind of the
Sub whoro ovorybody picks up -.hoir matorinl,
returns tapes, ard kind \(o^{-}\)--
MR. SOLIS: You'fe been to tha- space before?
\&ITNESS: yes.
MR. SOLIS: When was that last time you were at that space?
WI'I'Ne'SS: Lt hesn't been open in a whi-e, so ruybe 2000,
'10, wherever I worked the last election.
MR. SOLIE: And yoll said it hasn'- been open in a while.
What do you moan by that?
WITNESS: It's -- it really -- - \(\mathrm{t}^{\prime} \equiv\) just like open on
Ileolion Jay. Il'e nol like an ofrice where we
-- where have meetings anc thinges out of for a
long time.
MR. SOLAS: Has anpresentative Rusic ever talked \(=0\) you about.
that space? That I'm closing it, or it's open,
anything about it?
}
```

1 mITNESS: NO.
MR. SOLIS; Has Cilizens Los Rush made any donalions lo jie
mollncss Conter?
mITNESS: No. Not that I know of.
MR. SOTTS; mat about donations =o tre church, Feloved
Community Christia" Church? Does S'tirens for
Rush make any payments or donalions lo -hem?
wITNESS: No. Not that I know of.
MR. SOLIB: LO you recall amound 2010 any iscues tre chtreh
might have had wite comId and their electwicity
beirg tu"ned off, anything like =hat?
WTTVFSS: No. - do-'t koow the deal*rge with -- wi=`
LhaL.
MR. SOLIB: Nowid Representative Rush in his duties witt: the
chazch, woula he ke responsib-e for vayince
utility Sills and thinge like that with tre
chu"ch?
mITNESS: Would he be responsib_e?
MN. SOIIS: Lid he take on that role?
MITNESS: I'm rot sure. = dom't Enow. I try to stay ol=
of the -- the workings. It costracts me frommy
worship, so -- and him being my famsly member,
it's kind of -- \& try to stay ou= of the
business of the ohurch.
MR. SOLIS: Have yo. sooken with Representative Fush about

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Lhe [ach bial we'd be speaking w-th you Loday?
WITNESS: Yes.
Mk. SOLLS: ind when did yol speak w-th him abou- tha-?
WITNESS: Well, he kncws. This morn-ng we had a quiccs
conversotion.
MR. SOLIs: And what did you guys ta_k about?
WITNES5: He ;.sl Lo-d re lo be Lru.hrul, and shine, and
that's it. He'll be back rere this evening --
and nothing. Don't -- don't -- don't worry.
Don't be in=imicated, be truthfu-, answer
Clucstiones. That's = =t.
MR. SOLIs: We're noz that intimida-ing.
MITNESS: NO. IL's nol.
MR. SOLIS: Have you spoken al al- w-lh his lawyer?
mITNESS: No.
MR. SOLIS: Do you know who his lawyon is?
mITNESS: I hoare of his name.
MR. SOLIS: scott Fhomes, coes that ring a bell?
mITNESS: I read il ,his momning in the paper.
MR. SOLIS: Okay. Eul you rac no discussions wi h him aboul
--
wL'INESS: No. \& rover met rim or anything.
Mk. sobLS: L'll sheck my notes- Kendris, do you fave eny
cuestions \#̈or --
MR. EAYNE: I'll check. I do have a queslion concerning

```

Angelique.
mITNESS: トM-乌nu.

Mk. EMYAE: Are you aware of her heing employed snywhere
clso --
WITNESS: No.
MR. FPYAE: -- other than the church that is?
wITNESS: NO, I Gonº.
Mk. EMYNE: Okay.
MR. SO-IS: Ilow often do you see Angelicue?
WITNESS: When I go =o the churcin?
MR. SO-IS: Okny. Do you have any sone of rolationship with
her ounside of tre civroh?
wITNESS: No. She's a ousin but kind of distant.
MR. SO-IS: Aad when I agked you if ste was paid, you saic -
as Ear as I car remember, you said yes, you
holinve se. Anci \(\perp\) askoci you how aंo you know
that. Could you elaborate ary =ur=her on that?

I don'= know reer work schedule, her hours. So
I'm no= really alure. I wouid tainc she may get
sometining for being trere \(\mathrm{E}_{\mathrm{i}} \mathrm{l}\) day, bū f'm not
sure about how she gets paid, what she gets
paid, or - f sho gets oaid.
MR. SO-IS: So when you: said yes, you =nought so, was that more -- was that an assumption or --

\footnotetext{

MR. SOT, \(\mathrm{S}: ~--\) or is thene anything, anytime - hat you've spoken with her, ary independent fact where you

Gave some sort of certainty that she's paid?
W--NESS: No. Not at all.
MR. SOL-S: And \(\dot{\text { ̇u }}\) ust to go beck one -- with one question
about the \(C^{-}\)tigens for Fush, does Representa-ive
Rush -- ras he even discussed with you any
donations \(n e\) mases from that campaign accoun- to
anyw-ere in tre city or anywhere else?
W--NコSS: NO.
MR. SOL-S: - think that's all I have.
W N+BS: okay.
MR. SOL_S: 'hank you ve=y much,
W_-NASS: 'l'רank you.

こHD OF -NTERVIEW
}
\begin{tabular}{|c|c|c|c|c|}
\hline A & \multirow[t]{46}{*}{\[
\begin{aligned}
& \text { chicago } 3: 2 \\
& \text { chief } 1: 102: 3 \\
& \text { christian } 5: 67: 25 \\
& 10: 412: 6 \\
& \text { church } 5: 6,13,16 \\
& 5: 2367,13,17,19 \\
& 6: 237: 6,8,14,19 \\
& 7: 22,258: 3,8,12 \\
& 8: 14,17,2410: 5 \\
& 12: 5,6,9,15,17,24 \\
& 14: 6,10,12 \\
& \text { churches } 5: 11 \\
& \text { citizens } 10: 8,13,17 \\
& 10: 2512: 2,615: 7 \\
& \text { city } 15: 10 \\
& \text { closing } 11: 24 \\
& \text { come } 9: 14 \\
& \text { comed } 12: 10 \\
& \text { community } 2: 65: 6 \\
& 7: 258: 199: 21,23 \\
& 10: 412: 6 \\
& \text { concerning } 13: 25 \\
& \text { congressional } 2: 2 \\
& \text { congressman } 3: 9 \\
& 9: 15 \\
& \text { continue } 4: 2 \\
& \text { conversation } 13: 5 \\
& \text { correct } 3: 10,11 \\
& \text { counsel } 1: 9,102: 1 \\
& 2: 3 \\
& \text { cousin } 7: 514: 13 \\
& \text { custodial } 6: 16,21 \\
& \hline \quad \text { D } \\
& \hline \text { daughter } 3: 10 \\
& \text { day } 10: 14,2211: 9 \\
& 11: 2014: 21 \\
& \text { dealings } 12: 12 \\
& \text { deputy } 1: 102: 3 \\
& \text { diane } 1: 112: 3 \\
& \text { director } 3: 13 \\
& \text { discussed } 15: 8 \\
& \text { discussions } 13: 20 \\
& \text { distant } 14: 13 \\
& \text { distracts } 12: 21 \\
& \text { district } 3: 2 \\
& \text { doesnt } 4: 6,22,22 \\
& 5: 5 \\
& \text { doing } 7: 10 \\
& \text { d }
\end{aligned}
\]} & donations 10:5 & going 2:20 4:2 & 12:2314:13 \\
\hline account 15.9 & & 12:2,5,7 15: & grant \(4: 2\) & g 11 \\
\hline affiliation 9:10 & & dont 4:176:2 & guys 13:6 & Kings 9:2 \\
\hline ago 6:18 & & 9.2 .610212 .12
12.2013 .999 .10 & II & know \(2.203: 124.1\) \\
\hline angelique \(6: 257: 22\) & & 12:20 13:9,9,9.10 & II & 4:17,19,24 5:3,7 \\
\hline 14:1,9 & & 14:7,19 & harvard 5:10 & \(5: 20,256: 1,1,2,2\) \\
\hline answer 13:10 & & draw 3:3 & , & 6:3,97:2,108:8 \\
\hline anytime & & drawn \(3: 6\) & head 3:13 & \(8: 10,199: 1,3,6,10\) \\
\hline asked 14:14,16 & & drive \(9: 22\) 11:6 & heard 13:17 & 9:1110:1,2,7,8,24 \\
\hline assumption 14:25 & & duties 2:14 12:14 & hell 13:8 & 11:8 12:4,8,12,20 \\
\hline \[
15: 1
\] & & E. & helped 4:14 & \[
13: 1614: 16,19
\] \\
\hline attendant \(6: 16\) aware 143 & & \[
\frac{\mathrm{E}}{\text { efforts } 10: 2}
\] & \begin{tabular}{l}
helped 4:14 \\
helps \(4: 17,23\)
\end{tabular} & \\
\hline aware 14:3 & & elaborate 14:17 & hes \(4: 206: 18: 1,2,3\) & L \\
\hline B & & election 10:14,22 & 8:8,11 & 11:4 \\
\hline back 13:8 15:6 & & \(11: 9,16,20\)
electricty 12.10 & hours 2:21 & awyer 13:14,16 \\
\hline beginning 2:9,12 & & electricity \(12: 10\) employed 2:23 \(14: 3\) & hob II: 10 & left 4:16 \\
\hline \(5: 19\)
believe & & englewood 5:10 & I & ogistics 2:17 \\
\hline bell 11:6 13:18 & & establish 4:12,13 & idea 10:1 & ong 2:8 5:18 6:18 \\
\hline beloved 2:6 5:6 & & 9:24,25 & im \(2 \cdot 274.27 .15\) & 7:1011:22 \\
\hline 7:25 8:19 9:14,21 & & established 2:11 & \[
\begin{aligned}
& \operatorname{im} 2: 2,74: 27: 15 \\
& 7: 1711: 2412: 20
\end{aligned}
\] & luther 9:20 \\
\hline 10.412.5 & & establishing
\(10: 3\) & \[
14: 18,18,18,20,21
\] & M \\
\hline bills 12:16 & & 10:3 & independent 15:3 & margie 3:14.16 \\
\hline blood 8:17 & & establishment 4
ethics \(2 ; 2\) & individuals 3:23 & \[
4: 9,14
\] \\
\hline board 2:7,8,15,19 & & ethes 2:2 evening \(13: 8\) & instrumental 4:10 & martin 9:20 \\
\hline 3:13,16,17,18,20 & & evening \(13: 8\) everybody 11:10 & intentionally \(9: 19\) & material 11:10 \\
\hline bottom 10:11 & & everybody 11.10 & interview 1.4 15:16 & eadows 11:4 \\
\hline  & & F & intimidated 13:10 & mean 4:13 11:18 \\
\hline business 12:24 & & fact 13:11 & intimidating 13:12 & meet 2:15 \\
\hline & & family \(8: 199,1,4,7\) & investigative 1:9 & meeting 2:19,21 \\
\hline C & & 9:25 12:22 & 2:1 & meetings 3:18 \\
\hline call 42 & & far 10:1,2,15 14:15 & issues 12 : & 11:21 \\
\hline \multirow[t]{2}{*}{} & & \[
\text { flynn } 8: 5
\] & ive 2:11 & \[
\begin{aligned}
& \text { member } 2: 7,83: 19 \\
& 10 \cdot 0)
\end{aligned}
\] \\
\hline & & \[
\begin{aligned}
& \text { form } 5: 22 \\
& \text { four } 2 \cdot 10.1
\end{aligned}
\] & J & 12:22 \\
\hline \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { campaign 10:10 } \\
& 11: 8159
\end{aligned}
\]} & & fourth \(2: 16\) & & \\
\hline & & & \[
\text { b } 2: 13
\] & \[
\text { et } 13.22
\] \\
\hline capacity \(6: 21\) & & 10 & ined 2:2 & et 13:22 \\
\hline \multirow[t]{3}{*}{captain 10:15 carolyn 5:1 6:69:3} & & & judge 10:15 & inister \(8: 2,3\) \\
\hline & & ading \(4: 1\)
ads 423 & julie 1:17 & inorities \(9: 23\) \\
\hline & & funds \(4: 23\) & & mm 14 \\
\hline 3:7,12,15,21,24 & & further 14:17 & K & y 10:5 \\
\hline \(4: 4,7,11,12,15,21\) & & G & 4,5,7 & \[
\text { orning } 13: 4,19
\] \\
\hline \(4: 235: 48: 159: 8\) & & neral 4 : 16 & & \\
\hline \multirow[t]{2}{*}{\(10: 611: 512: 3\)
certainty 15:4} & & \(\operatorname{anos} 1: 112\) & dric 1:102 & \\
\hline & & give 8:17 & adric 13:23 & N \\
\hline \multirow[t]{2}{*}{chatman \(6: 25\)} & & go 2:164:25 5:11 & kids 14:18 & ame 9:14,15 13:17 \\
\hline & & & kind 4:16 11:9,11 & never 13:22 \\
\hline
\end{tabular}

Page 18
\begin{tabular}{|c|c|c|c|c|}
\hline nine 3:22,23 5:21 & \[
0
\] & \multirow[t]{7}{*}{\begin{tabular}{l}
serve \(5: 12\) \\
service \(8: 23,23\) \\
services \(8: 19\) 9:1,4 \\
9:8,22,25 \\
share 9:11 \\
shes \(3: 187: 5,9,10\) \\
\(14 \cdot 1315 \cdot 4\)
\end{tabular}} & \multirow[t]{6}{*}{\[
\begin{aligned}
& \text { talk } 7: 1813: 6 \\
& \text { talked } 4: 97: 21 \\
& 11: 23 \\
& \text { tapes } 11: 11 \\
& \text { teacher } 5: 17,18 \\
& \text { ten } 5: 21
\end{aligned}
\]} & \multirow[t]{3}{*}{\[
\begin{aligned}
& \text { whos } 8: 1 \\
& \text { wish } 8: 11 \\
& \text { witness } 2: 7,9,15,22
\end{aligned}
\]} \\
\hline 5.21 & question 13:2 & & & \\
\hline notes 13:23 & questions 13:11,24 & & & \\
\hline notforprofit 8:23 & quick 13:4 & & & \(2: 2532,5,8,11,13\) \\
\hline 0 & & & & 3:17,22,25 4:6,8 \\
\hline 0 & R & & & 4:13,19,22 5:2,5,8 \\
\hline office \(2: 210: 20\) & read 13:19 & & tests 8:18 & \(5: 10,14,17,19,21\) \\
\hline 11:1,3,8,20 & really 7:17 11:19 & shine 13:7 & thank 15:14,15 & \(5: 246: 1,8,10,12\) \\
\hline okay \(3: 15: 136: 13\) & 14.20 & shopping 11:4 & thats 4:198:23 & 6:14,16,18,20,22 \\
\hline 10:4 13:20 14:8 & recall 4 :17 12:9 & show 8:16 & 10:10 11:813:8 & \(6: 247: 1,3,5,7,9\) \\
\hline 14:1115:13 & receive \(5: 22\) & solis 1:9 2:1,1,8,13 & 13:1115:12 & 7:11,13,15,17,20 \\
\hline once 2:15,15,18 & relationship 3:9 & 2:18,23 3:1,3,6,9 & theres 8:16 & \(7: 23\) 8:1,5,7,9,11 \\
\hline open 11:15,17,19 & 8:14,16,189:7 & \(3: 12,16,20,234: 1\) & theyre 8:25 & \(8: 13,16,21,2392\) \\
\hline 11:24 & 14:11 & 4:7,9,14,20 5:1,3 & things 8:1811:21 & 9:6,9,13,17,19 \\
\hline organization 9.5,25 & relatives \(7: 24\) & \(5: 6,9,13,15,18,20\) & 12:16 & 10:1,7,10,14,18 \\
\hline organizations 9:11 & remember 14:15 & 5:22,25 6:6,9,11 & think 7:15,16 14:20 & 10:2111:2,4,7,9 \\
\hline outside 14:12 & representative \(4: 1\) & 6:13,15,17,19,21 & 15:12 & 11:13,15,19 12:1 \\
\hline P & \(43,35: 157: 21\) & 6:23,25 7:2,4,6,8 & thomas 13:18 & \(12: 4,8,12,18,20\) \\
\hline \(\frac{\text { paid 3.3.6,1213,23 }}{}\) & 8:69:24 10:24 & \(7: 10,12,14,16,18\) & thompson 1:17 & \(13: 2,4,7,13,15,17\) \\
\hline \[
\text { paid } 3: 3,6,12,13,23
\] & 11:2312:14,25 & 7:21,24 8:4,6,8,10 & thought \(14: 24\) & \(13: 19,22\) 14:2,5,7 \\
\hline \multirow[t]{2}{*}{\[
\begin{aligned}
& 6: 237: 14,18,22 \\
& 8: 8,1214: 14,22
\end{aligned}
\]} & \(15: 7\) & \(8: 12,14,19,229: 1\) & time 2:18 10:16 & 14:10,13,18 15:1 \\
\hline & responsibilities & \(9.3,7,10,14,18,24\) & 11:14,22 & 15:5,11,13,15 \\
\hline \multirow[t]{2}{*}{\[
\begin{aligned}
& 14: 23,2315: 4 \\
& \text { paper } 13: 19
\end{aligned}
\]} & 2:13 & 10:4,8,13,16,19 & today 13:1 & work \(2: 23\) 3:1,4 \\
\hline & responsible \(12: 15\) & \(10: 2411: 3,6,8,12\) & told 13:7 & 4:18,20,22 513 \\
\hline paperwork 2:20
park \(3: 2\) & 12:18 & 11:14, 17,23 12:2 & transcribed 1:16 & \[
5: 236: 7,13,157: 6
\] \\
\hline \multirow[t]{3}{*}{\begin{tabular}{l}
part9:21 \\
pastor 5:17,18 6:5
\end{tabular}} & \[
\text { rest } 3: 14
\] & \(12: 5,9,14,19,25\) & truthful 13:7,10 & \[
7: 8,24 \quad 10: 13,19
\] \\
\hline & returns 11 & \(13: 3,6,12,14,16\) & try 12:20,23 & 10:20,2514:19 \\
\hline & rich 6:2 & 13:18,20,2314:9 & turned 12:11 & worked 10:14,16 \\
\hline paul 1:9 2:1 & right 9:13 & 14:11,14,24 15:2 & two 5:11 & 11:16 \\
\hline paying 12:15 & ring 11:6 13:18 role 4:4 5,6,75 & 15:6,12,14 & U & working \(6: 17,19\) \\
\hline payment 5:22 & \[
5: 159: 412: 19
\] & sort 4:16 14:1 & uh 7:1 & works 9:1,3 \\
\hline payments \(12: 7\) & rush 1:4,12 2:4,7 & 15:4 & upstairs 8:24 & worry 13.9 \\
\hline payne 1:10 \(2: 3\)
\(13: 25 \quad 14: 3,6,8\) & \(3: 94: 35: 16: 9\) & space 11:1,3,12,14 & utility \(12: 1\) & \multirow[t]{3}{*}{```
worship 5:11,12
    12:22
write 4:25
```} \\
\hline people 10:22 & \[
7: 21 \text { 8:5 9:3,24 }
\] & \[
\begin{array}{r}
11: 24 \\
\text { socak } 13
\end{array}
\] & V & \\
\hline pieks 11:10 & \[
11: 2312: 2,7,14
\] & speaking 13:1 & \multirow[t]{3}{*}{\[
\begin{array}{|c}
\text { volunteer 5:14 } \\
10: 14,16 \\
\text { vote } 10: 22
\end{array}
\]} & \\
\hline pienics 8:17 & \[
12: 2515: 7,8
\] & speech 9:20 & &  \\
\hline places 10:23 & rushs 4:1,4 5:15 8:6 & spending \(2: 2\) & & \[
\mathbf{Y}
\] \\
\hline position 2.5 & S & & \multirow[t]{6}{*}{way \(3: 3\)
wed \(13: 1\)
week \(2: 16\)
wellness \(2: 6,9,17\)
\(3: 4,7,12,15,20,21\)
\(3: 244: 4,7,11,12\)} & , \\
\hline \multirow[t]{2}{*}{\begin{tabular}{l}
post 10:11 \\
posters 10:11
\end{tabular}} & salary \(3: 3,6\) & staff \(3: 14\) & & year 6:18 \\
\hline & schedule 14:19 & stay 12:20,23 & & years 2:10,10 5:21 \\
\hline precinct 10:15 & scott 13:18 & stepmom 5:2,36:6 & & \[
5: 21
\] \\
\hline \begin{tabular}{l}
precincts 10:21 \\
present 1:8
\end{tabular} & secretary 7:9,12 & sure \(6: 247: 15,17\) & & oure \(3: 9\) \\
\hline pressure 8:17 & secure 4:23 & \(12: 2014: 20.22\) & & ouve 1: \\
\hline printed 10:10 & \[
\text { see } 149
\] & T & \(4: 15,21,235: 4\) & Z \\
\hline provide 10:5 & separate \(8: 25\) & take 12:19 & \[
\begin{aligned}
& 8: 159: 810: 6 \\
& 12: 3
\end{aligned}
\] & 0 \\
\hline
\end{tabular}


CONFDENTIAL,
Subject to the Nondisclosure Provisions of H. Res. 895 of the cloth Congress as Amended

ERRATA SHEET
\begin{tabular}{|c|c|l|c|}
\hline Page & Line & \multicolumn{1}{|c|}{ Correction } & Reason \\
\hline 3 & 20 & How many people & \\
\hline 4 & 13 & "help establish" & \\
\hline 5 & 10 & Lith and Harvard & \\
\hline 5 & 12 & bit I worship & but (omit) \\
\hline 7 & 11 & \(I\) I don Know) & \\
\hline 8 & 11 & no, I wish & \\
\hline 9 & 20 & It has & \\
\hline 14 & 18 & In just In just & omit \\
\hline & & & \\
\hline & & \\
\hline & & \\
\hline & & \\
\hline
\end{tabular}

This errata sheet is submitted subject to 18 U.S.C. \(\S 1001\) (commonly known as the False Statements Act).

Witness Name:
Witness Signature:
Date:


\section*{EXHIBIT 10}


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 AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR LAKE MEADOWS ASSOCIATES, AN ILLINOIS LILTED PARTNERSHIP.


Authentication \#f: 14150023 as Authenticate at hap://www,cyberdrivelthnois.com

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
Recce Write
secretary of state
\(\qquad\)
4. The oftice address, incurding county, at which the ratords sequired by secion io4 are to be kept is:
same as above
same as above
\(\qquad\) (Note 2)
5. Tha lintifec parnership's puppose(s) is: Own, Operate and Invest in Real Estate \(\qquad\) (Not 6511
6. The latest date upen which the timbed patmership is to cussolve is: March 31.2009

8. The total aggregate amoum of cashand the aggregate agreed vatus of othe property or serv ces contributed by the parthers and which they have agreed to contribute is: \(\$ 2.900,000.00\) \(\qquad\)
9. A briet statement of the partners' membership temination and distribution rights, If any. One \(8-1 / 2^{\prime \prime} \times 1\) " standard paper may bex tused, if needed, and attached to this icm. The fulltext of such rights should be on tie in the parnership's Section 104 office.
10. The names (last name lisst) and business addresses of all generai partners must be listed on a separate plain whte \(8-1 / 2^{n} \times 11^{n}\) sheat which musi be stapled to this form.

The undersigned affirms, under penalies of poriuty, that the facts stated herein ane true.


If additional space is nooded, this must te contintied in the same format on a plain white \(8-1 / 2^{\circ} \times 14^{\prime \prime}\) sheet, which must be stapled to this form, Number of additional pages:


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/R dtd. \(4 / 26 / 83\)
33 West Monroe St., Suite 1900 Chicago, Illinois 60603

Ford, Frederick \(C\).
33 West Wonroe St., suite 1900 Chicago, 117 inois 60603

OSS_008

4. Limited partnershp's name: LAKE MEADOWS ASSOCLATES, AN HLINOIS LIMLTED PARTNEESHIP
\(\qquad\)
2. Fite number assigned by the Secretary of State: \(\quad 5002229\)
3. Federal Employer Identitication Number (F.E.I.N.): 36-2668608
4. The cortificate of limited partnership is amended as foliows: (Check all applicable changes)
(Cneck all applicable changes)
(Address changes P.O. Box alone and c/o are unacceptable)
- a) Admission of a now genefal partner (give name and business address below).
-b) Whidrawal of a general partner (give name below).
X c) Change of registered agent and/or registered agent's office (give new name and adfress, ineluding county change
- d) Change in the adgress of the office at which the records required by Section 201 of the Act are kept give new Change in the address of the ofice
adoress, including county below).
- e) Change in the general partners name andor business address (give name and new address below).
- f) Change in the panthers' total aggregate comritution amount (give new doltar amoun below).
- gi. Change in limited partnership's name (give new name below).
- h) Change in date of dissolution (give new date helow).
- i) Other (give infomation below).

> Lorraine N. Madsen
> o/o Drager and Kramer, Incorporated
> 33 West Nonroe St. -Ste. 1900
> Chicago, IL \(50603 \quad\) Cook Cownty



\section*{Form LP 202 \\ (Rev. May 2000) \\ Filing Fee \(\$ 25\)}
SUQMIT IN DUPLICATE!
Return to: Department ot
Business Services
imited Partnership Section
Hoom 357, Howlett Building
Spingtield, IL 62756
relephone: (217) 785-8960
http://www.sos.state.ilus.
All correspondence regarding this filing will be sent to he registered agent of the imited partnership untess a self-addressed envelope with pre-paidnostage is included.

\section*{JESSE WHITE}
- SECRETARYOF STATE STATE OF LLLINOIS
CERTIFICATE OF AMENDNENT
TOTHE
CERTIFICATE OF LIMITED PARTNERSHIP (llinos imited parnershio) Piease type or print clearly)

\footnotetext{
Limited partnership'sname: Lake Meadows Associates. An Illinais Limited Partnership
Fila number assigned by the Secretary of State: S002229
Federal Employer Identifeation Number (F.E.N.): \(\quad 36-2668608\)
The centicate of limited pathership is amended as tollows
(Check all applicable changes here and specity them in ilem 5.)
(Address changes, P.O. Box alone is unacceptable)
\(X\) a) Admission of a now general partner (give name and business address in item 5 on reverse).
\(X\) b) Withdrawal of a general parther (cive name in item 5 on reverse).
- c) Chunge of registered ägent andor reglstered agentronice (gvenawname and adofess, 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 tem 5 on reverse).
__ e) Change in the general partners name andiorbusiness address (give nameand new address in item 5 on reverse)
_ f) Change in the parners' 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 tem 5 on reverse).
- i) Other (give information in item 5 on reverse).
}

Form LP 202
(Rev May2000)
5. Piace feem fa changes here:

b) Withdrawing general Partner:
Ferdinand Kraner, Self Trustee
U/T/A dtd \(4 / 26 / 83\)

Ferdinand Kramer, Self Trustee - Death Ctf attached. Date of Death \(7 / 16 / 02\)
U/T/A dtd \(4 / 26 / 83\)
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
\(I f\) addifional-space is needed for itera 4 , it must be continued in the same format on a plain white \(8.12 \times 11\), sheet, which
must be stapled to this form.
6. NAME(S) \& BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

The undersigned affirms, under penalties of periupy, that the facts stated herein are true.
The original certficate of amendment must be signed by a general parner, all new general parthers and at least one withdrawing general parner.



\section*{Form LP 202}
5. liem \#4 changes (cont.)

\section*{Names and Business Addresses of General Partners}

The undersigned affirms, under penalties of pejury, that the focts stated herein ore true. The following signatures ore required:
- af least one Generol Parner on record,
- oll new General Parners.
- ali Dissociated and withdrawing General Porners.

If odding ar defeting a statement that this Limited Portnership is a Limited Liobility Limited Pormership, all General Permers on record must sign.

33 W. Monroe St. 19 th Fl .
Chicago, IL 6066et Address
33 W . Monroe \(5 t ., 19\) th FI .
Cif) Store, 21 P
\(\qquad\)

\(\qquad\)
\(\qquad\)
Graper and Kramer lnyestments Comp. A Del. Com.
Sole Membe progfond Tille hype or pint
D.\& K. Investments Lake Meadows, ll, Ge Gen Pt


Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.


Pledse type or print clearly.
1. Limited Fortnership Nome: LAKE MEADOWS ASSOCLATES, AN ILINOIS LIMTHEDPARTNERSHIP
2. Foreign Alternete Assumed Nome, if any: \(\qquad\)
3. File Number assizned by Secretary of Stater 8002229
4. Federal Employer ldantification Number (EE.: N.); 36-2668608
\(\qquad\)




5. Streot and Mailing Address of current Designoted Office of which the records required by Section 111 ore kept:

CHICAGO, IL 60803, COOK COUNTY
6. If changed, Street and Maling Address of new Designatad Office at which the records required by Section 111 will be kept:
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{\multirow[t]{2}{*}{}} \\
\hline & & \\
\hline
\end{tabular}
\begin{tabular}{|c|c|}
\hline \multicolumn{2}{|l|}{Form LP 115 (March 2008)} \\
\hline \multicolumn{2}{|l|}{\begin{tabular}{l}
 \\
 \\
 or odidess for servicre of processs, inserf \(7 \mathrm{~N} / A^{\prime}\) in item \(\$\).
\end{tabular}} \\
\hline \multicolumn{2}{|l|}{7. Nome, Street and Mciling Address of Current Agent for Service of Process:} \\
\hline \multicolumn{2}{|l|}{Agent: LCPRPAINE M MADSEN} \\
\hline \multicolumn{2}{|l|}{Natine} \\
\hline \multicolumn{2}{|l|}{Address: 33 W MONROE SREEET, STE 1900} \\
\hline \multicolumn{2}{|l|}{} \\
\hline \multicolumn{2}{|l|}{8. If changed, new Name and/ar Sreet and Muiling Address of Agent for Service of Process:} \\
\hline \multicolumn{2}{|l|}{Agent CTCORPORATION SYSTEM} \\
\hline \multicolumn{2}{|l|}{\multirow[b]{2}{*}{Address; 308 S. LABALLE STREET, SUTTE 814}} \\
\hline & \\
\hline \multicolumn{2}{|l|}{\multirow[t]{2}{*}{CHCACO, \(12.80604, \mathrm{COOK} \mathrm{COUNT}\)}} \\
\hline & \\
\hline \multicolumn{2}{|l|}{The undersigned affirms, under penaties of periun, thet the tacts stated herein ore true.} \\
\hline  &  \\
\hline \multicolumn{2}{|l|}{Draper and Kramer, Incorporated, Member of} \\
\hline \multicolumn{2}{|l|}{} \\
\hline \multicolumn{2}{|l|}{Chicago, \& Gogns, Copk cits. Shato, zili, cesint} \\
\hline
\end{tabular}

Signatures must be in black ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on comformed copies.

\section*{EXHIBIT 11}

\section*{Lease Ledger}

\begin{tabular}{|c|c|c|c|c|c|}
\hline & & & & & Page \\
\hline \multicolumn{6}{|c|}{Lease Information} \\
\hline & & & Date & 11/01/2013 & \\
\hline & & & Lease Id & secoon & \\
\hline & & & Property & cm1798 & \\
\hline & & & Location & LAKE MEADOWS SHOPPING CTR & \\
\hline & & & Assigned Space(s) & C060 & \\
\hline & & & Customer & & \\
\hline & & & ICS Code & & \\
\hline \multicolumn{2}{|r|}{\multirow[t]{3}{*}{Congressman Bobby Rush 3361 So. King Drive Chicago, IL, 60616}} & & Lease Type & Office Net & \\
\hline & & & Leas Tro & Ores & \\
\hline & & & Sales Category & Retar Services & \\
\hline & & & Lease Term & From 11/10/1989 To & \\
\hline & & & Lease Area & 1,506 (Net Rentable) & \\
\hline & & & Monthly Rent & 627.00 & \\
\hline & & & Office Phorse & (225)344-9 & \\
\hline & & & Fax No & & \\
\hline & & & E-Mail & & \\
\hline Date & Description & Unit & arge & ges Payments & \\
\hline 12/21/12 & w/o 2012 charges & C060 & \multirow[t]{2}{*}{2,818.21} & 11 ....... Paments & Batarice \\
\hline 12/21/12 & w/0 2012 charges & C060 & & & 7,524.00 \\
\hline 01/01/13 & Store Base Rent (01/20:3) & C060 & \multirow[t]{2}{*}{627.00} & & 0.00 \\
\hline 01/01/13 & CaM Recovery (01/2013) & c060 & & & 627.00 \\
\hline 01/01/13 & RE Tix Recovery (01/2013) & c060 & 500.00 & & 1,127.00 \\
\hline 01/01/13 & Insurance Recovery (01/2013) & C060 & 600.00 & & 1,727.00 \\
\hline 02/01/13 & Store Base Rent (02/2013) & C060 & 19.00 & & 1,746.00 \\
\hline 02/01/13 & CAM Recovery (02/2013) & C060 & 627.00 & & 2,373.00 \\
\hline 02/01/13 & Re Tax Recovery (02/2013) & c060 & \multirow[b]{2}{*}{600.00} & & 2,873.00 \\
\hline 02/01/13 & Insurance Recovery (02/2013) & c060 & & & 3,473.00 \\
\hline 03/01/13 & Store Base Rent (03/2013) & C060 & 627.00 & & 3,492.00 \\
\hline 03/01/13 & CaM Recovery (03/2013) & C060 & \multirow[t]{2}{*}{500.00} & & 4,119.00 \\
\hline 03/01/13 & RE Tax Recovery (03/2013) & c060 & & & 4,619.00 \\
\hline 03/01/13 & Insurance Recovery (03/2013) & C060 & 19.00 & & 5,219.00 \\
\hline 03/12/13 & 2012 Cam Reconolition & C060 & \multirow[t]{2}{*}{505.33} & & 5,238.00 \\
\hline 03/12/13 & 2012 Insurance Reconcliation & C060 & & & 5,843.33 \\
\hline 04/01/13 & Store Base Rent (04/2013) & C060 & (18.36) & & 5,824.97 \\
\hline 04/01/13 & CAM Recovery ( \(04 / 2013\) ) & C060 & 500.00 & & 6,451.97 \\
\hline 04/0צ/13 & RE Tax Recovery (04/2013) & C060 & 600.00 & & 6,951.97 \\
\hline 04/01/13 & Insurance Recovery (04/2013) & coso & 19.00 & & 7,551.97 \\
\hline 05/01/13 & Store Base Rent (05/2013) & C060 & 627.00 & & 8,570.97 \\
\hline 05/01/13 & CAM Recovery (05/2013) & C060 & 500.00 & & \(8,199.97\) \\
\hline 05/01/13 & RE Tax Recovery (05/2013) & C060 & \multirow[b]{2}{*}{600.00} & & 8,697.97 \\
\hline 05/01/13 & Insurance Recovery (05/201.3) & C060 & & & 9,297.97 \\
\hline 05/01/23 & Store Base Rent (06/2013) & C060 & 627.00 & & 9,316.97 \\
\hline 06/01/13 & CAM Recovery (06/2013) & C060 & \multirow[b]{2}{*}{500.00} & & 9,943.97 \\
\hline 06/01/13 & RE Tax Recovery (06/2013) & C060 & & & \(10,443.97\) \\
\hline 06/01/13 & Insurance Recovery (06/2013) & C060 & 600.00 & & 11,043.97 \\
\hline 07/01/13 & Store Base Rent (07/2013) & C060 & \multirow[b]{2}{*}{627.00} & & 12,052.97 \\
\hline 07/01/13 & CAM Recovery (07/2013) & C060 & & & 11,689.97 \\
\hline 07/01/13 & RE Tax Recovery (07/2013) & coso & 600.00 & & 12,189.97 \\
\hline 07/01/13 & insurance Recovery (07/2013) & C060 & \multicolumn{2}{|l|}{19.00} & \(12,7898.97\) \\
\hline 08/01/13 & 2012 ReTax Reconoliation & C060 & \multicolumn{2}{|l|}{(807.17)} & \\
\hline 08/01/13 & Stofe Base Rent (08/2013) & c060 & \multicolumn{2}{|l|}{627.00} & \(12,528.80\) \\
\hline 08/01/13 & CAM Recovery (08/2013) & C060 & & & +3,128.80 \\
\hline 08/01/13 & RE Tax Recovery (08/2013) & C060 & \multicolumn{2}{|l|}{\[
600.00
\]} & 13,728.80 \\
\hline 08/01/13 & Inswance Recovery (08/2013) & C060 & \multicolumn{2}{|l|}{19.00} & \(13,728.80\)
13,74780 \\
\hline \(09 / 01 / 13\) & Store Pase Rent (09/2013) & C060 & \multicolumn{2}{|l|}{6.77 mm} & 13,74.80 \\
\hline & & & \multicolumn{3}{|r|}{14-8751_0340} \\
\hline
\end{tabular}

\section*{EXHIBIT 12}

Wells, Dee

```

From: Cohen, Lawrente
Sent fonday, Decomber 07, 200012.2 F B
Tor Wells, Dee

```

Subject: RE; Y/E Whte afs
Ok


Frums Wells, Dee
Sent: Monday, Decenber 07, 2009 11:46 Akt
To: Cohen, Lawrence
Subject: RE: Y/E Write offs
he onfy reason 1 OIDNT put them on the ust is because coliection efons are stif on-going. All or most at the balances will PROBABEY gnd up being witten of - - bit foulot think were ready to do it jast yet.... But that certanly sublect
```

to dfferent opinions. when an attomey calls and asks for an "up to the minute" Aged schedue"I scatt send them e "zero
balance"
bel me know what you tink.

```
From: Cohen, Lawrence
\(\$\) Snt: Monday, December \(07,200911: 42 \mathrm{AM}\)
Tor Well, Dee
Cci Hecema, Carol
cch Herema, Carot
Subject \(\{\) हE: Y/E Write ofts
I woud agree on the two betow, however, how about the following:
    - 居 401

herrong Cutitn
Senios whe President

Eritage If E0603
312.735 .272 E (4x)




From: Wells, Dee
Sem: Monduy, December 07, 2009 11:30 An
To: Cohen, Lawrance
Wublect: RE: Y/E Write Off
after howing at my multiple recavables ! onty heve wo:
both for Lake Meadows Shopping Center; 2no Werd Dumocteric Paty. . 220.044 .18


Pamission is reguested to do fors two witeofis., Oner rewsablas are under beng addessed.

Frome Conen, Lawrence
Sent: Monday, December o7, 2009925 AM
To: Workman, Eetty; Wells, Dee; Grant, Marcia; Elsman, Jim
Ces Gawier, Mary Baimhat, Gena; Difolaz, Nancy
Subyective Ye Write offs
Whi you please submil to me your recommenation, if any, to wett of any uncolectible baiances from any of your respective tenants?
Thanks.
Lexty Cefern
Serior tice Prosident




```

Maw, zagkivimcarg
wormbremanama

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\&

\section*{EXHIBIT 13}

Mirrh G 2012

Congresmm Dobly Rush
Tu Easi 70" Guect
Cnicage 12 6mbs

Dear Conexseman:
 not heak bouk tom her sh f hough foy tw cumat fumponaly.



makera ic inse



 wo need the to to chow the shase

Heak orwat wheme fron you om thatsue.

\section*{Cordialiy,}

DK KEAE ESATESERYKES

```

Gse wels, SSE
Mopery Monager *
dms
%

```
\(\qquad\)

14-8751_0346

\section*{EXHIBIT 14}
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INTERVIEW OF ANGELIQUE CHATMAN
Present:
Paul Solis, Investigative Counsel
Kedric Payne, Deputy Chief Counsel
Angelique Chatman
Alan Zenoff
Transcribed By:
Julie Thompson

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MR. SOLIS: We are Eere with Ange-ique Chatman. Ms.
Chabmar, could you please slale your name Cor
the recond?
ANGELIQCE CHATMAS (the "Witness":: Angelzque Chatman.
MR. SOLIS: We will begin asking questions abolit some ci
your work with the church.
WITNESS: Okay.
MR. SOLIS: Whe= is your position and =itle with the Eeloved
Commurity Christia= Crurch?
WITNESS: ncminsstrative assistant.
MR. SOLIs: How long have you boco in -inet. role as an
administrative assistant?
WITNESS: Three and a ralf years.
MR. SOLIS: Wha: were you doi=:g before that?
Wम'INESS: Assiszant marager for walgreens.
MF. SOLIS: Wha= Ere Your duties as adrainistrative
ossistont?
WITNESS: Okay. I take care of the finances of the
church. I pay the bilis. I make =he deposi=s.
Just anything jat the oastor needs for me to
\mathrm{ So, that the chawcs neess for me to do. I}
pretty much just kinc of run the show for the
church.
Mr. SOT.TS: Ok\&y. So the financial, and does that mean that
money coming into the church, for example --

```
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NITNESS: Yes.
MR. SOLIS: -- donatioris --
WITNESS: ves.
MR. SOLIS: -- you'ne the ore handling that?
WITNEБS: Yes.
Mr. SOLIA: Okay. And then money going out?
WITNESS: Yes.
MR. SOLIS: Zaying jills, paying zaxec, zhat's al- you?
WITNESS: Well, not =axes, but paying =he bills, masing
tho payro-l.
MF. SOTIS: Okay. And 's Roprosentative Rush, Congrcssmam
7ush, the gastor, is he your supervisor?
WITNESS: = guEse you wou-c say Lha_. Yes, I guess.
Yeah.
MR. sOLDB: 'L'o whorr you zeport?
NITNESS: Fo him and the core group pret=y much.
MF. SOLIS: Okay. Are you employed -- or do you work
anywhere else besides the chimos=?
WITNESS; No.
MF. SOLIs: Are you paid by tie charch?
WITNESS: NO.
MF. SOLIs: Ne spoke with your mo-ner, spoke with Patric:a.
wमl館s: On, yos
Mk. SOLIs: She's very nice, very nice.
WITNESS: Ves. Thark you.

```
```

MR. SOLIS: And gave us a loL of helpful informa_ion. When
we askec her if you were padd by the church, she
maid sho assumod you wore. Sho said sho didn't.
know for certain, but she said she didn't think
You would do i= for mothinc. So, yol knor, do
you know wry she would thirk tha二? Do you know
why she wo:ld say that to lus; that she asaumed
yod were paid?
WITNESS: - don't kwow.
MR. SOLIS: Okay.
wITNESS: - don't k=ow why she would say that..
MR. SOLIS: OkEy. Eave yod ever been paid by the churcr?
WITNESS: NO.
MR. SOLIS: Okay. So for tre las= thwee azd a half years
Yod have received no forr. of compensation from
the church?
FITTNFSS: No.
MR. PAYKF: No cosh payments?
WITNESS: NO.
MF. EAYLD: Ycu have not receivec. any cash payments?
FITNESS: NO, no.
MR. SOLIS: Gi£二=?
mLl'NESS: No.
MR. SOLIS: Bonue?
WITNESS: No. If we made more money, maybe we could.

```
```

_ave any budge r rumbers you could share wilh ue
off the loo or you= heac?
WITNESS: No= =eally. No, I con't.
MR. SOLIS: Okay. Mnc you mentioned of三erings at the -- at
Sunday --
mTTNFSS: Yes.
MR. SOLIS: -- serulces.
WITNESS: Mm-hmur.
MR. sOL\perpS: And tren a yearly fundra-ser. What about
donatione to the chureh?
mTTNFSS: Yos. We got donat'ons also.
MR. SOT,TS: Okay. 徼的e do you usue ly get donat*ons from?
GITNESS: I dor't know of anyone's reght off the top of my
tead. I don'l krow or any people thal have mace
donations =igh= off the top of my head.
MR. SOLLS: Okay. What about Congrossman kush'? Loos ho
make any donationss io tho church?
WITNESS: Ho pays his tithos and offoz=ngs on Sundnys.
MR. SOLIS: Okay. What about from his camoaign conmittee
Citizens for Rusr?
WITNEZS: Oh, Yes. Ihere have been some --
MR. SOLIS: There have been?
WITNESS: -- fnom Ci-izens fon Rush. Yes. Hunhmor.
MR. SOT,TS: Okay. T actually have E cooument that we
created, and so to give you guys a jook at it.

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```

IL's a charl and soreadshee or donations Lhal
me've seen from puolic-y available information
that Citizens for kusci has made to the chueck, I
believe going back to 2C05. Ance so, you know,
just taking a look at that Enformation, you
kncw, does Lha, -- does Lha, help you recall any
soecific donations trat. Cit.zens Eor Rush has
made?
NITNSSS: Woll, I wias hore curing the time -- lot'g soc.
So I started -- yeah. So I guess the ones ir
2Cl1 on formazd.
MR. SOLIS: Okay
~MITNESS: I was kore daring -.int t.imo.
MR. BOLIS: जु|d a=tor taking id look at. some of -hoso lino
itcme from 2011 on formard, do yod roca-l
anyth-ng about those apecifin dorations?
NITNJSS: The thing is that = honestly con't reremoer each
donction beince made so -- bevause it's so loreg
agc.
ME. SOLIS: Okay. 蛧non -- I'm socry.
MR. PAYNE: Do you roca-l amy donations boing mado? You
don't reca_L seecific donations.
NITNコSS: Specific, yes.
MR. EAYNE: Do yod reca-l any general donatiors?
NITNきSS: Yes.

```
```

MR. PAYNE: Ckey. And wfal do you recall aboul .hose?
WITNESS: I don't -- what do you mean by recal- about
-- do yol remember --
MR. EMYNL: Dicl yoll ask for the donktions?
WTTNF,SS: Jid T ask for then?
MR. FAYNF: `m-hmm. WITNESS: No, no. MR. PAYNE: IIOW did you learr -- how do you typically jearm the donations are to be made by Ge campaign to the churoh? WTTNFSS: When T get the check. MR. EAYNE: And who delivers the cmeck to you? %ITNESS: I got the check Erom Congressman Rush. MR. EAYNE: OkEy. MR. SOLIB: And what does he say =o you when he delivers the check? MITNESS: Jeposit it. MR. SOLIS: Gkay. Is the oore group mads aware of tho donation from =ie camnaign conmi=tee? QITNESS: IL`s -- I dan'L krow. Theyree so long ago. I,
nomestly -- I dor't know if i= was brought up in
a core group or rot. ='m assuming that it
probisly was.
MR. SOLIs: Ckay. Are you a meroer of the core group?
MITNESS: I am.

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```

MR. SO-IS: Okay.
WITNESS: Mm-hnur.
HR. SOALS: So in any of the core group meetinge, do you
remerber a donation from Gitizens for kush being
discunsed at. the core group mectings?
WTTNFSS: For 100 percent $T$ can't sey yes or no. $T$-- i=
probably was.
MR. SO-IS: Okay.
WITNESS: yeeh.

```

```

discunsed at aore group mootings?
WTTNFSS: We usually give a repori, especia'ly $=$ ron our
anniversary. We kind of give a runing reporl
of how the -- we se-l an dat book. Bo ion -ine
ads ane coming in, and the money that's coring
in. 'lhat.'s reposted to the core group.
AR. SofIS: Okny. And wion tio coro group at discusaing the
donetions, any potontial donations that aro
coming in, is it a decision made by the
collecave qroup to accept tioe conation, or, you
know, =o get into discussions with the donor?
Wम'INESS: Well, there's gever been 2 time where the core
group wou-dr't aboopt --
MR. SOJIS: Right.
WITNESS: -- a donation where we woulc decide to no=

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```

accepl a donalion. So, yeah. I Lhink -l's a
colloct*vegrous, but I don't ovor romomoor ve
Earring down a dona=ion.
MR. SOL=S: Okey. What about donetions besidea those made
by Citizens for Rush? Do you recall any
specific donalions since you've been an
adminisこraこivo assistant?
WITNESS: Well, we have, like = said, ac -- ad bocks. So
\#nozo aro -- lot's soo. Who's ir tinc ad? I'm
drowing a blark רow. W-ite gox, the whte sox,
Enev ge= an ad --
MR. GOL=S: Okay.
WITNJSS: -- every year.
MR. SOL-G: Ind do the Weite som make a donetion to tho
G^umoh?
NITNESS: Well, it's -- they gurchase an ac. ir the ad
book.
MR. SOL=5: Okey.
NITNJSS: SO I don't know row they -- I thirk i='s
considered a donation for thern.
MR. SOL-S: So you conaidor that a donation? Ozay.
NITNESS: Yeah.
MR. PAYNE: The -- the ad oook, is taat part o\# the amma_
fundraiser --
NITNSSS: Yes.

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```

MR. ERYNE: -- or was that something separate? Thal's the
anmual fumkiraiserg
WITNESS: Ves. Nm-hrm.
MR. ERYNE: And a=e most \Omega三 the ronations from individuals
or from organizat:ons, busincesos.
WITNESS: They're nostly from businesses --
MR. EAYNE: Mm-hmm.
WITNESS: -- ard organizations, yeah, and they're
advertising ir the book.
MR. EHYNE: Okay.
MR. SOLIE: And in that form of -- of just a cash donation,
a creck preser=ed to yoi Like -- like Citizens
For Rusin has done in the pasl, goes any olher
group or crgarization do that? They just cut
you a cieck to give to the church without an ad?
WITNESS: - believe there have been some checks outside o三
our aznivorsary funtraiscr. Yoah.
MR. SOT,T: Okay. एo yo: know for wha= orgamiza=:ons those
origi=ated?
mitNESS: No, ro. I can'l =emember rigan oli lie lop or
my kead.
MR. BOLLS: Okay.
MR. EAYNE: I just want to Sack up = lit=-c bit. Fow many
cays a meek co you work at the churor?
wITNE5S: -'m there -- well, I would say seven days a

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week.
Mk. PAYNE: Okay. And -rer how many hours per day?
NTTNF,SS: T,et's see. T s-er= at g:0C msuelly, and T Teave
a.oout maybe 3:30 --
MF. PAYNE: OkEy.
WITNESS: -- Monday throzgh Iriday. Batu^cays are -- it
varios. Iz doponds on whet's ccing on. It's
not every Sotwrday but some saturdays ancl tinen
Sunday for morning worstip sorvico.
MR. PAYNE: OkEy.
WITNESS: And that's 10:4b. De usually Leave about 2:30.
MR. PAYNE: Okay. And you guys are 12 moztrs a year?
WL'INESS: Yes. Mm-hmm.
MR. PAYNE: Is anyone else responsible foz maraging -he
finamcial activities of -re charch other trar
you?
何ITNESS: No. Up unLil Jure of lasl vear, we alsc had a
secre=ary, and she would mase aome oill paymev=s
also.
MR. DRYNE: And you mon-iorod t.ant. you aro zosponsiboo for
the payrol=?
WITNESS: Yes.
MR. DAYNE: Who are the Deop-e on payroll?
WITNESS: Jeミf Rush, James Teagqe, Moses Fall, and Michael
Turner.

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NITNESS: Yes.
MR. SOLIS: And how did you krow inal?
NITNEss: Well, I was brought on =o just hoip the church,
and - know at the point -- at trat point in -.moc
that the coursh wcu_d not ae paying me.
MR. SOLIS: Is anyone e_se et =he church working as much as
you -- you know, you're ,here f=0m 9:00 lo 3:30
seven days e week. Is anyoody else working tha=
mavy rojes at the church:
WH4tBS: No ore works here off=cially, but we co rave a
Lot of volunteers that come in out not es much
as me.
MR. SOLIS: And you talked about how you are resporsibie for
Gaying some bills --
Nエ\MESS: Mm-hmm.
MF. SOLIS: -- but not taxes? Who's responsibie for paying
taxes?
\#TtNFSS: We con't pay taxes, otror t`an payto'l taxes.
MR. SOLIS: Yeah. Righl.
NITNESG: Bu- other taxee we don'= pay --
MR. SOLIS: Okay.
TITNESS: -- taxes.
MR. SOL\perpS: Ls the chureh responsible for proper=y taxes?
\#TTNFSS: No. T don't th'nk so.
MF. SOLIS: Okay.

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WITNESS: And Lhe payro-l Laxes are paid through the
payroll company thaz we -- that we have
MR. SO-Is: okey. Regarding the -- and paying these sont of
bills and rilities, what is tha=? Ls tha:
electric? Is -nat --

WITNESS: Yeah.
MR. SO-Is: -- wate=, anything like that?
k+INESS: Yes.

MR. SO-1S: whez do you have to pay?
Wम'INESS: Electrie, gas, wates. Woll, at the time we'ro
aot paying the mortgage, but if -int. was going
on, we would vay trat also. I would pay that.
MR. SO-IS: And why are you not paying the rortgage right com?

WITNESS: Oar mortgage cormany and bank actually wes zakem
ovcr by thc FDIC. So right row zho mortgage is
kind of in limbo. So wo'ro rot ovon sure wio
nas our mor=gege at thes time.

MR. SO-IS: ©key. then you're paying Gie electric, gas, and
Water bille, are you making those decisions to
pay solely on your behalf? I meam, is Enybody
else assisting you with that?
WITNEsS: No. When Johnrie May was here, she would assist
with some of those bil-s, but now tha= she' \(a\)
çone, I jus= bay them all.
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do yow co?
WITNESS: Irll -el fim know Lhal we can'l pay Lhis bill --
MR. EAYIE: Okay.
WHI⿲ESS: -- if it's -- if we don't have the money.
MR. [AYME: And is that a situation where he would faen give
you a check from tre campaign?
WITNESS: No. = woulcr't say =ha= woulc. be i=. -'m
tryinc to think. I'mu trying =o look back at
some of the detes. Yeain = really -- I can't
say becalse \& don't. krom. -'m looking at. this
July 23rd one, and we may have needed to pay the
musicians curing trat time. Rut the other ones,
with them being so fas back, is kind of hard to
say woat was qoing on during tha= time that we
got twe donations. I don't know. I don't
20call.
MR. SOLIS: And you mertioned =ha= if there's enough furds
in the crurch's par* account, you do your best.
Lo gay Lre bil_s.
WIT:NESS: NTu-h_nr.
MR. Solis: whet about payrozl? Ilas there ever been a time
where the church dica't. have enough Eunts tos
cover payroll?
NITNESS: Yes.
MR. SOLIS: ckay.

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NITNESS: Fhers's been times whe: the masicians had to go,
you know, a couple of weeks witwont being paid -
ME. so-1s: okny.
WITNESS: -- unti\& wo san get enough funds oo pay them.
MR. SO-IS: I'm sorry, Ms. Chatman. Just coald I ask you =o
speak up a little bこt?
NLINESS: Oh, L'm Sorry.
ME. SO-LS: NO problem. No problem.
NLINESS: - forgot \&'m --
MR. SO-IS: Tust want to mave sure we caton cverything.
NITNEES: Okay.
MK. SO-IS: So has that ever bee: a time i:= the pasi= since,
you krow, 2013, in the pasl year or so where
there wasn'= enolug funcs to cover fayroll'?
NLINESS: - don't. think an in 2013. woll, you know what,
I th_ns thore was some time in 2013, earlior ol
in tho yoar --
MR. SO-IS: Gkay.
NITNESS: -- where me mighl have -- Lrey had lo go a
coup-e of weeks witholt beinc paid.
MR. SO_LS: Okay. Anc what about Jeffroy Rush? when did he
s=art working for the ciurch?
NITNESS: - =hink he started July. I think it was -ine
Geginning of July of 2013.

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MR. SOL-S: Okay. And who mace Lre decisior Lo brigg him

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MR. SOL-S: Okay. And who mace Lre decisior Lo brigg him
0-?
0-?
NTTNESS: The core group.
NTTNESS: The core group.
MR. SOT,
MR. SOT,
NITNISS: we -- we lost our church clstodiar two years
NITNISS: we -- we lost our church clstodiar two years
ago, and that put e surder on the church to
ago, and that put e surder on the church to
roplaco fim. So wo had gozo a wholo yoar ar so
roplaco fim. So wo had gozo a wholo yoar ar so
without someone there -o keep the church clean
without someone there -o keep the church clean
a=d to do all of tino cution. So wo nooded to
a=d to do all of tino cution. So wo nooded to
get someone.
get someone.
MR. SOL-S: And row --
MR. SOL-S: And row --
NITNESS: Ended lp --
NITNESS: Ended lp --
MF. SOL-S: On, I'm sorry.
MF. SOL-S: On, I'm sorry.
NITNJS5: I'm scrry. That's okay. Gc ahead.
NITNJS5: I'm scrry. That's okay. Gc ahead.
MF. SOL-S: Fow was Joffroy Rush intwoducoc to tho conc
MF. SOL-S: Fow was Joffroy Rush intwoducoc to tho conc
group as far as his name being floated as a
group as far as his name being floated as a
potential cand_date for tre positior?
potential cand_date for tre positior?
NITNESS: I beldeve tha= waa oresented by Paator zuah.
NITNESS: I beldeve tha= waa oresented by Paator zuah.
MR. SOL=S: Okay.
MR. SOL=S: Okay.
WITNJSS: Yeeh. Thet he wes available a= that time.
WITNJSS: Yeeh. Thet he wes available a= that time.
Mr. SOl. S: And whon that docisior wes mado, was it a voto
Mr. SOl. S: And whon that docisior wes mado, was it a voto
by the core groLp? Everybody decided?
by the core groLp? Everybody decided?
NITNISS: Yes.
NITNISS: Yes.
MR. SOL=S: Okay
MR. SOL=S: Okay
NITNISS: Yes.
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NITNISS: Yes.

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MF. SOL-S: low was the decision made now to pay Jeffrey?
NL'NESS: 'lhat was a core group cecision also.
MR. SOT.'S: so his rate of pay was decided by the -- the
group as a whole?
WITNESS: Yes. To continue on paying rim as Lamone, who
was ou= custodian before him, the one that
pessod, away, ho wede got.ting paio.
MR. SoL-S: So Joffroy's paymont from tho crumeh was tho
same as the previous person in trat position?
NInNESS: Yes. T1st -- it's a little more, but it's
almos: =he same.
MR. SOL=S: Whal is Lhal rate of pay?
WH'NESS: Six huncired every two weeks.
MR. SOL_S: And how many hours is veffrey at the church
working a wook?
NTMNFGS: AgE'n, that vartes. He's there esrlier than T
am. So he gets there before 9:00. gometimes he
might leave before me. Sometimes he might leave
af=こr me, küt it's kiad of hard to say. Ar-d
he's -.--ere orl Saturdays sometimes wher I'm nlot.
He's Fiere on Sundays before we come in for
service. So it's kinc of gard to sey how many
hours re's actual-y there.
MF. SOL-S: Okay. Does he work every dav?
NIRNESS; No, no. Not eve=y day

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\begin{tabular}{|c|}
\hline MR. SOLIS: How many daye a week would you say he works? \\
\hline FITNESS: I woric say leets probably abous five to six daye \\
\hline a week. Well, no. Let's say. -et's say four \\
\hline too six days a woole. \\
\hline Mr. Sotits: Okay. Congressman Rusn's role with the church. \\
\hline You know, you mentioned that he's the pastor. \\
\hline WITNESS: Yes. \\
\hline Mk. SOL」S: What official title does he have with the \\
\hline church': \\
\hline w'l'Ners: He mould be the pastor. \\
\hline MR. Sotits: Okay. ts re presider=? ts he -- does he have \\
\hline any arditional titles? \\
\hline WITNESS: well, on our annuà reporl, we have him down as \\
\hline Lhe president, bul I Lhink he jusl goes by the \\
\hline pastor. Min-hatu. \\
\hline Mk. Sobls: And you -alked about -no cors group, so \(\perp\) mant \\
\hline to find out about deoision ravirg. So we've \\
\hline t.alkec noozi, youk know, hir-ng Jejefrey. Wo'vo \\
\hline talked abour, you know, some of the decisions \\
\hline Lhey make. Bul when a decision ie made by the \\
\hline church and -he core gooup, does Represeritative \\
\hline Sush, as the -- ns -no prestdent, doos he have \\
\hline the final say on the decision of the core group? \\
\hline WTTNFSS: No, ro. \\
\hline
\end{tabular}
wITNBSS: we lake a vole, and if we don'l agree, we lel
him know.
MR. SOLIS: Okay. Oh, really. Yeah.
NITNESS: Niccly.
MR. SOTTS: So whon a docisio needs to bo made, thore's an
adtual vote --
TITNESS: Ves.
MK. SOLIS: -- -net's made?
N1INESS: Mm-nmr. Mr:-hrm.
MR. SOLIS: How meny members are -nere in the core group?
NITNESS: - believe Zhere's 10. Yeah. I believe there's
10.
MR. SOLIS: Okay. And we nave asked Palricia and Ned lo
name oeoo-e in the core qroup --
TITNESS: Ok:Y
MR. SOLLS: -- kat -

MR. SOLIS: I think you might. be -an bost porsoc to ark.
rintiness; OkEy.
MR. GOLIS: Becaase -hey weare't quite aure of everybody.
so if you could jus- name of三 tie people in the
core group.
WIINESS: -t's hard getting everyone there in one meetirg.
Mr. SOLIS: Okay.
NITNESS: SO -- okay. So myself, Patricia.
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Mr. SO_IS: And Fatricia -s your mother?
WITNESS; Yes.
MF. SO-IS: Okay.
wil'NESS: Uh-imh. zosotta Collins, buanna fotcors,
Geralcine Loring, Latanya Bhamon, John I-meston.
MR. SO-TS: Preston?
WITNESS: Ereston. Mm-hmm. May Turner and let's see,
Pastor Rush, Carolym Rush, amd I believe that is
-- roc, no -- Julia Mitchem änd Larry Mi=chem
Mk. SO_LS: All rignt. Do yo: know i= Congressmen Hush is
peid by the church?
WTTNFSS: NO.
MR. SOJIS: No?
WITNESS: He b=i=@S that up a lot.
MF. GO-IS: Nell, we've heavd that before. So --
WH'lNE'SS: He tolls the cong=ecation. He tolls cycaybody.
MR. SOJIS: I was just go\ig to ask. When does he tel_
people that? W'en does he tell --
NITNESS: - mean, he Iings a way Lo work -l inlo --
MF. SO-IS: So it's something that people are -- in the
church are gererally aware of?
wH'lNESS: Von.
MR. SO-IS: Ckay.
NITNESS: Mm-Imm.
MF. SOIIS: And ever -- yod krom, have you noown abou Lhal

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9 WH'NeSS: vm-hmm.
10 Mr. SOLIS: And in what manner are you related to him?
sirce ycl starlec -WIGNESS: Oh, yos. MR. SOTIS: -- as administ"a-ive assistant? WTANFSS: \(\mathrm{Nm}-h \mathrm{~mm}\).

MF. SOLIS: Okay. I should have covered this leng before.
B.. are you relabed Lo Feoresenlative Zusta?

WITNESS: YOE, yos.
MR. EOIIS: Okay.
WL'NESS: N-hmm.
MR. SOLIS: And in what manner are you related \(=0\) him? WI-NESS: NY father -s his brother. MR. SCLIS: Okay. So you are his naece? WH'NuSS: -1-s niece, yes. MR. SOLIS: All चigint. What about Camolyn Rasin? Is that. Fon Congunsman's wifo? WTMNFSS: Yes. MR. SOLIS: Okay. Is she oadd al a_l by the enurch? WIZNESS: NO, no. MF. BOLIS: The Be-oved Commuity Family Sexvices Orgenization. WI'N4.GS: Yes. Mr. SOLIS: Do you know what that is? WITNESS: Yes. Mr, sOLIS: What is zhat crganization? WIGNESS: I-'s a nol for p=oril c-gaaizabion, and they
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help members of the community wi=i different
serv\&ces. T:ley have Afterscinool Matters prouram
there, whene there are, you know, 50 to go
child=en tret come Gnere a couple of times a
week and during the school year. And they're
there every dsy duwing the summer. Anc twey
help adruts wi=h corputer services a=d, you
know, tesching them corputers and things like
that. 'lhey do a jos in =he community.
MH. SOLLS: LO you work a- all on vol:intoor at all with tho
Fami-y Services Organiza-ion?
NITNESS: NO.
MR. SOLIS: OkEy. Do Yo. know wהo dges work there?
NITNESS: Fre -- the director is Lelvinine Zankin, anc
theree are ot:ler yeople theze: bu~ I dowl know
their tit_es. Do yoz just want =neir gemes?
MR. SOT,TS: Yeah. Anyoody yoz can think of off the top of
your hoad who right work thore.
NITNESS; Okay. Cyr nia -- 0:, cosh. whal is ger lasl
name? I'fr soごry. I'm drawizag a blazk on her
last name.
MR. SOLIS: Tha-'s quite all rigN-.
NITNESS: Calvin Hoarde and Michael. Nad I'm -- I'm
arais_ng a :lank on his last wame also.
MR. SOLIS: OkEy.

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WITNESS: On, there's Lahesha. I can'= -- okay. I'm
sorry. I sholid know their last ymimes.
ME. SO_LS: No, 20, nc. -'hat's quite all zight.
WLINESS: L soe thom cvery day.
MR. SO-TS: Tha='s quite all regnt. And = f you sco thom
every day, you know, what. -- what relations昤p
does the diurch have to the ramily Services
Organization?
WITNEES: Trey actually have a space in the same bu-lding
as lus. woll, we're supoosed to bo ronting them
a space, bu-- they haven't becn able to pay rent.
Bo we're just providing them with a space
MR. SO-IS: How was hal orgari-calion slarled?
WITNESS: I dor't kIlow. -t was started before --
MR. SO-IS: Okay. DO you know --
WITNESS: -- I came on board.
MR. SO-Is: Do you know if Congressma= Zush or his famiLy
hac anytring to do with startang that
organizalion?
MITNESS: YeEh. I don'L know. I'm sorry.
MR. SOJIS: Okay. Do you kncw i三 Carolyn Rush, Coruresman
Rusr's wife, if she has any sort of work-ng
capaci=y wi=h Gast organzzation?
mitTNFGS: T know she is on the board.
MR. SO-IS: Okay. And what do you know of her work on the

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Board？What is her responsdinlities on the ooacd？
hमlyess：－don＇t know－know that they ：1scd to have
mectings or Bemurdays right Sofore tho core
group wound moot．So sho would bo thero ت̈or the meetings that zhey wou＿c have． MR．SOLIS：Okay． hम＇I⿰丬夕S：－＇m Essuming－t was once a month，but \(\perp^{\top} m\) not sure．

Mk．SOLLB：Okny．Do you know is Coro－yn dueh was paid by
the Family Scuvises Organization？
RITNESS：－don＇t thank she was，but I con＇t know．

Mr．SOLIS：Beloved Comunity Famsly bellaess Center．
WITNESS：Mm－ımut．
MR．SOL \(\perp\) ：You＇ve heard of that？
hमIIESS：Vos．
MF．SOLIs：©ina－do you know about that organization？
mTTVFss：－t＇s－－t＇s a community kind of a clinic rheme geooe in the community carı go and get hea：th serv－ces． MR．SOLLB：Okjy．Do you kncw who works there？ h＇L＇IESS：＇－te only person that 1 fsow by name tiat works there is Margic whnson，and she is the director．

MF．SOLIB：Wina Eboul Kacy Rush？Do you know who Kacy Rush
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is?
NITNESS: ves. Mrt-hirm.
ME. SO-IS: NTo is that?
Wl'Ne'Qa: ''hat. is bastor kish's camghtor.
MR. SO-TS: Okay. Do you krow - f she does aרy work for =`e
mellness Center?
mutoses: well, I be-ieve are's on the boa=d. I jusl
fourd out recently, mevoe a cour-e o三 months
ago, that she's on the vodrd. So I don't smow
how long she's boen बn the board.
MR. SO-TS: Okay. Ts she paid by the wel'ness Center?
mITNESS: - dor't know. I don't mow. Yeah.
MR. SO-IS: And bolh of Lhose organicalions, Beloved
Commuzily Family Services Organizalion and
Beloved Conmarity Fami-y Wellness Certer,
oosidcs Cazolyn Rush and sacy Rusi, do you know
if amy cther member of Concressman Rüh's family
works for oithor onc of taose two organiza=ions?
MITNESS: - dor't think so. I don't think so.
MR. SO-IS: Okay. what is the rezalionehio betweer the
chamei and tiose two organizations?
wl'ME\&S: Woll, as Enr as E'amizy Scrvicos, like 1 tola
you, we're -- I guess we re the -andlords.
MR. SO-MS: Okay.
mITNESS: - quess we would be considered that, and _ -hink

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nal's -- nal's the only relabionstio sal we
havo with -inom. The Wol-ross Contor, thoy' ro
not located in our blildire. So I don'= thirk
-nene's a rela=ionship there.
Mr. SOLIS: Okay.
Mr. FAYNE: Fam-ly Serviees, how are they funded?
AL'LN'SS: 1 don't know -- 1 don't know. Yes. - con't
r7ow.
MR. PNYNF: And you montiorod -nat -noro -- tro church is
Ge landlord.
NITNESS: \(\mathrm{Nm}_{\mathrm{m}} \mathrm{hm}\)
MR. PAYNE: Is चreere zny zype oz agreement, ary lease?
NITNESS: There is a lease. Mm-hmm.
MK. LAYNE: And wat is the monthly rent?
AllNHSS: 1 bel-eve tas 434.
VR. SOTITS: A morth?
FITNESS: A mon=r. =1m sorry.
Mik. SOLIS: Okay. And you aaid they have not been able to
Fay that yet?
mITNESB: No.
MR. SOLIS: Right? Okay.
Mr. ZEMOFE: I'r. not sure she seid "yet." Have they ever
paid =nat?
MR. SOLIS: sOתry ásoll Lhal.
MITNFSS: They have paid - i in the past.
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MR. ZENOEF: They have pald in the past?
WITNESS: I'm sorry. Yes.
MR. SOLIS: I misinterpreted that.
WITNESS: I'm sorry. They have paid it in the past --
MF, SOLIS: Okay.
WITNESS: -- but they've run into some financial
difficulties.
MR. SOLIS: Do you know when they would have stopped paying
rent?
NTTNESS: 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 behaif of the church,
you're not aware of any donations or gifts made
by the church to those organizations?
NITNESS: 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?
WISNESS: 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.

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20 WITNESS: He -- well, I don't -- not -- I don't think he
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? 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

16 before Mr. Thomas came into the meeting, and he
17 told us that there is an investigation going on.
18 And that he had hired an attorney, and he wanted
19 the attorney to come and speak to us.
20 MR. SOLIS: Did either Representative Rush or Mr. Thomas
21 taik about the fact we'd be asking questions
22 about any compensation that the church would pay
23 to anybody?

24 WITNESS: No. At -- at the time of the meeting, we didn't

25 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 comittee.
WITNESS: Mm-hmm.

MR. SOLIS: We discussed it earlier.

WITNESS: Mm-hme.

MR. SOLIS: Have you ever worked for Citizens for Rush on a volunteer basis or paid?
. PAYNE: I want to make sure that I understand some
hat you then speak to the pastor.

WITNESS: Sometimes we would have to put the bill off
until we can get the funds. We've been pretty
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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. DAYNE: 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?
NITNESS: 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 Congressmam 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

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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. SOLTS: When -- going back to the donations from his

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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 mim because wer re low,
it's usualiy 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 obiigation 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

21 Johnnie May Robinson.

22 WITNESS: Johnnie May.

23 MR. PAYNE: Johnnie May.
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understanding. Eor 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, Johmnie May -- okay,
Jonnnie May Robinson.
WITNESS: Johnnie May.
MR. PAYNE: Johnnie May.
WITNESS: She left. I believe it was in June.
MR. PAYNE: What was her salary?

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7 WITNESS: Thank you.
        MR. PAYNE: Okay. Thank you.
        you.
        WITNESS: Okay.
        NITNESS: Thank you.
        MR. SOLIS: Alright.
        END OF intervien
    WITNESS: She was 500 every two weeks.
        MR. SOLIS: I think that is all the questions we have for
        MR. SCLIS: So thank you very much.
\begin{tabular}{|c|c|c|c|c|}
\hline A & 30:1733:5 & busy 16:15 & 17:18 & 22:22 27:4 31:8 \\
\hline able 26:11 29:18 & B & C & circumstances & 31:10 \\
\hline \[
35: 18
\] & back 7:4 11:23 17:8 & call 16:1 35:12 & citizens 6:20,23 7:3 & \[
\begin{aligned}
& \text { counsel 1:9,10 } \\
& \text { counle } 18.021
\end{aligned}
\] \\
\hline account 17:18 & 17:13 33:4 35:25 & calvin 25:23 & 7.79:4 10:5 & 28:831:2135:17 \\
\hline activities 12:15 & band 36:8 & campaign 6:19 8:9 & 11:12 32:1 33:4 & cover 17:23 18:15 \\
\hline actual \(22: 6\) & bank 15:15 17:18 & 8:1917:633:6 & 33:10 & 35:23 \\
\hline ad 9:14 10:8,8,9,11 & basis 33:11 & 34:14 36:1,10 & clean 19:8 & covered 24:5 \\
\hline 10:16,16,23 11:15 & beginning 18:25 & candidate 19:17 & clinic 27:18 & created 6:25 \\
\hline additional 21:12 & behalf 15:21 30:16 & cant 9:6 11:20 17:2 & collective 9:20 10:2 & custodial 13:5 \\
\hline administrative & believe 7:4 11:16 & 17:926:1 34:4,15 & collins 23:4 & custodian 19:5 20:6 \\
\hline 2:10,12,16 10:7 & 19:18 22:11,11 & capacity \(26: 23\) & come 5:4,8 14:11 & cut 11:14 \\
\hline 24:3 30:15 & \(23: 828: 729: 15\)
\(32 \cdot 1535 \cdot 14.14 .15\) & care 2:18 & 20:21 25:432:19 & cynthia \(25: 19\) \\
\hline ads 9:15 & \[
\begin{aligned}
& 32: 1535: 14,14,15 \\
& 37: 24
\end{aligned}
\] & carolyn 23:8 24:14
26:21 27:1028:16 & 34:13
coming & D \\
\hline advertising \(11: 9\) & beloved 2:8 24:19 & cash 4:18,20 11:11 & 9:15,19 31:6 & dates 17.9 \\
\hline afterschool 25:2 & 27:1328:13,15 & catch 18:11 & committee 6:19 & daughter 28:4 \\
\hline ago 7:19 8:20 19:6 & best 17:18 22:18 & center 27:13 28:6 & 8:19 33:6 36:1,10 & day 12:2 20:24,25 \\
\hline 28:931:21 & bill 12:18 16:2,13 & 28:11,15 29:2 & community \(2: 9\) & 25:6 26:4,6 \\
\hline agree 22:1 & 16:21,23 17:2 & 0:13 & 24:19 25:1,9 & days 11:24,25 14:8 \\
\hline agreement 29:12 & 33:16,24 36:4 & certain 4 & 27:13,18,19 28:14 & 21:1,2,4 \\
\hline ahead 16:14 19:14 & bills 2:19 3:8,95 & & 28:15 & debt 36:11,2 \\
\hline alan 1:12 & & chatman 1:4,11 \(2: 1\)
\(2.24,48.6\) & companies 34:6,18 & \begin{tabular}{l}
decide 9:25 \\
decided 19.2220 .3
\end{tabular} \\
\hline alright \(38: 8\) ancelique 1-4,11 & \[
\begin{aligned}
& 16: 5,9,13 \quad 17: 19 \\
& 33: 1935: 23
\end{aligned}
\] & \begin{tabular}{l}
2:2,4,4 18:6 \\
check 8:11,12,13
\end{tabular} & \[
\begin{gathered}
\text { company } 15: 2,15 \\
34: 1035: 2,22
\end{gathered}
\] & \begin{tabular}{l}
decided 19:22 \(20: 3\) \\
decision 9:19 19:1
\end{tabular} \\
\hline angelique \(1: 4,11\)
\[
2: 1,4,4
\] & bit 11:23 18:7 & 8:1611:12,15 & compensation 4:15 & 19:21 20:1,2 \\
\hline anniversary 9:13 & biweekly 37:7,9,10 & 17:636:3 & 32:22 & 21:17,20,23 22:5 \\
\hline \[
11: 17
\] & 37:12 & checks 11:16 36:13 & computer 25:7 & 30:24 \\
\hline annual 10:23 11:2 & blank 10:10 25:20 & chief 1:10 & computers 25:8 & decisions 15:20 \\
\hline \(21: 13\) & 25:24 & child ren 25:4 & congregation 23:16 & 21:19 \\
\hline anybody 14:8 & board 26:16,24 & choir 13:9 & congressman 3:11 & delivers \(8: 12,15\) \\
\hline 15:21 25:17 32:23 & 27:1,2 28:7,9,10 & istian \(2: 9\) & 6:16 8:13 16:1,11 & delphine 25:14 \\
\hline anyones 6:13 & 30:23 & church \(2: 6,9,19,21\) & 21:5 23:10 26:17 & depends 12:7 \\
\hline anytime 36:6 & bonus 4.24 & 2:23,25 3:18,20 & 26:21 28:17 30:20 & deposit 8:17 \\
\hline \[
\text { article } 32: 8,15
\] & book 9:14 10:17,23 & 4:2,12,16 6:10,17 & 31:4 32:4 34:19 & deposits 2:19 \\
\hline asked 4:2 22:13 & \(11: 9\) & 7:3 8:10 10:15 & 35:8,21 & depth 32:25 \\
\hline 31:25 & books 10:8 & 11:15,24 12:15 & congressmans & deputy 1:10 \\
\hline asking 2:5 31:19 & breakdowns 13:5 & 13:4,20 14:3,5,6,9 & 24:15 & didnt 4:3,4 5:16 \\
\hline \[
32: 21
\] & bring 19:1 & 14:23 16:10,10 & connection 34:25 & 17:22 22:1732:24 \\
\hline assist 15:23 & brings 5:1 23:14 & 17:22 18:23 19:5 & consider 10:21 & different 25:134:4 \\
\hline assistant 2:10,12 & 36:3 & 19:6,8 20:8,14 & considered 10:20 & difficulties 30:7 \\
\hline 2:15,17 10:7 24:3 & brother 24:11 & 21:5,9,21 23:11 & 28:25 & director 13:9 25:14 \\
\hline 30:15 & brought 8:21 14:3 & 23:21 24:1726:7 & contacts 35:12 & 27:24 \\
\hline assisting 15:22 & 32:5,15 & 28:21 29:9 30:11 & continue 20.5 & disbursements \\
\hline assumed 4:3,7 & budget 5:25 6:1 & 30:16,18 32:2,22 & core 3:16 8:18,22 & 16:10 \\
\hline assuming 8:22 27.8 & building 13:726:9 & 34:11,21 35:3,20 & 8:24 9:3,5,11,16 & discuss 13:19 16:17 \\
\hline attorney 32:18,19 & burden & 36:11,22 & 9:17,22 19:3,4,15 & 16:20 \\
\hline available 7:2 19:20 & burden 16:15 19:6 & churches \(34: 7\) & 19:22 20:2 21:16 & discussed 9:5,11 \\
\hline aware 8:18 23:21 & businesses 11:5,6 & churchs 5:2,25 & 21:21,23 22:10,14 & 32:733:8,15 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
\hline \multirow[t]{7}{*}{34:19 discussing 9:17 discussions 9:21 document 6:24 doing 2:14 donate \(34: 11\) donation 7:18 8:19} & \multirow[t]{6}{*}{entity 35:2,22 especially 9:12 estimate 5:14 events 13:6 eventually \(35: 17\) everybody 19:22} & \multirow[t]{6}{*}{\[
\begin{aligned}
& \text { general } 5: 247: 24 \\
& \text { generally } 9: 10 \\
& 23: 21 \\
& \text { geraldine } 23: 5 \\
& \text { getting 13:19 } 16: 7 \\
& 20: 722: 23
\end{aligned}
\]} & \multirow[t]{3}{*}{\[
\begin{array}{|l}
\begin{array}{c}
36: 25 \\
\text { helpful 4:1 } \\
\text { hes } 16: 15 ~ 20: 16,20 ~
\end{array}
\end{array}
\]} & \multirow[t]{4}{*}{\[
\begin{aligned}
& \text { julia 23:9 } \\
& \text { julie 1:16 } \\
& \text { july 17:11 18:24,25 } \\
& \text { june 12:17 37:24 }
\end{aligned}
\]} \\
\hline & & & & \\
\hline & & & & \\
\hline & & & 20:21,23 21:2,6 & \\
\hline & & & 30:23 37:3,5 & \\
\hline & & & & K \\
\hline & \[
22: 2023: 16
\] & , & & cy \(27: 25,2\) \\
\hline 9:4,20,25 10:1,3 & ct 36:13 & give 6:25 9:12,1 & hoarde 25:23 & 28:16 \\
\hline :14,20,21 11:1 & example 2:25 & 11:15 17:5 30:11 & honestly 7.17 & edric 1:10 \\
\hline 1,3,6,23 35:3 & expenditures 5:12 & go 5:13 16:14 18:1 & 16:20 & keep 16:7 19:8 \\
\hline \multirow[t]{2}{*}{\begin{tabular}{l}
35:13,20,23 \\
donations 3:26:10
\end{tabular}} & \multirow[t]{2}{*}{30:16} & \multirow[t]{4}{*}{\[
\begin{aligned}
& 18: 2019: 1422: 17 \\
& 27: 1931: 1832: 25 \\
& 33: 436.6 \\
& \text { goes } 21: 1436: 4
\end{aligned}
\]} & \multirow[t]{3}{*}{\[
\begin{aligned}
& \text { hours } 12: 214: 9 \\
& 20: 14,23 \\
& \text { hundred } 20: 13
\end{aligned}
\]} & \multirow[t]{4}{*}{kind \(2: 22\) 5:12,24
\(9: 1313: 6 ~ 15: 17\)
\(17: 1320: 19,22\)
\(27: 1831: 1536: 16\)} \\
\hline & & & & \\
\hline 6:11,12,15, 1771 & \(\frac{\mathbf{F}}{}\) & & & \\
\hline ,22,24 & \multirow[t]{2}{*}{fact 31:5 32:21
family 24:19 25:11} & & & \\
\hline 0,18,18 & & going 3:6 7:4 12:7 & - 1 & knew 13:24 14:4 \\
\hline :4,6 11:4 17:15 & 26:7,17 27:11,13 & 13:24 15:11 17:14 & idea 36:20 & now \(4: 4,5,6,6,9\), \\
\hline 30:17 32:1 34:7 & 8:14,15,17,22 & 23:17 32:17 34:15 & ill 16:23 17:2 35: & \(5: 2,166: 13,14\) \\
\hline 13,16,18 \(35: 25\) & 29:6 30:12 & 4:22 35:25 36:14 & im 5:15 7:20 8:22 & 7:68:20,21 9:21 \\
\hline 36:9 & far 16:18,2117 & good 34 & 10:9 11:25 17:7,8 & 10:19 11:18 14:2 \\
\hline donor & 19:1628:22 & gosh 25:19 & 7:10 18:6,8,10 & 4:7 16:8 17:2,10 \\
\hline dont 4:9,11 & father 24:11 & group 3.16 & 19:13,14 20:20 & 17:15 18:2,14,16 \\
\hline 6:3,13,14 7:17,22 & ie 15:16 & 8:24 9:3,5,11,16 & 25:20,20,23,23 & 21:6,18,19 22:2 \\
\hline 8:2,20,21 10:2,19 & final2 & 9:17,20,23 10:2 & 6:1,20 27:8,8 & \(3: 10,25\) 24:22 \\
\hline 14:18,20,24 16:20 & finally \(37: 20\) & \(1: 14\) 19:3,4 & 29:17,22 30:2,4 & 25:3,8,13,15 26:2 \\
\hline \(16: 22,2517: 4,10\) & finances 2:18 5: & 1.22 20:2,4 & 32:2 34:22 36:23 & 26:6,14,15,17,20 \\
\hline 17:15,15 18:16 & financial 2:24 & 1:16,21,23 2 & 37:5,6,7 & \(6: 21,24,25 \quad 27: 3\) \\
\hline 22:1 25:15 26:14 & 12:15 16:18,2 & 22.14,22 27.5 & individuals 11 & 27:3,10,12,17,21 \\
\hline 26:20 27:3,12,12 & :6 & 31:8 & inform 31:10 & 27:22,25 28:5,9 \\
\hline 28:9, 12, 12, 19,19 & find 21:17 & guess 3:13 & information & 8:12,12,16 29 \\
\hline :3,7,7,730:23 & finds 23:19 & 28:23,25 31:15 & 5:16 7:2,5 & 9:7,8 30:8,20 \\
\hline 3:24 31:20,20,22 & fin & 4:6 & interview & \(1: 2532: 2534\) \\
\hline 23 34:1735:9 & five & guy & introduced 19:15 & 4:17 35:8,9, \\
\hline \multirow[t]{2}{*}{\[
\begin{gathered}
36: 14,23,23 \\
\text { drawing } 10: 10 \\
25: 20,24
\end{gathered}
\]} & floated 19:1 & 12:1231:24 & \multirow[t]{4}{*}{31:17 32:17,25 investigative 1:9 items 7:15} & \(5 \cdot 17\) \\
\hline & \multirow[t]{2}{*}{\begin{tabular}{l}
follow 5:21 \\
forgot 18:10
\end{tabular}} & \multirow[t]{2}{*}{H} & & \[
\text { own } 23: 2
\] \\
\hline & & & & \\
\hline & & \multirow[t]{4}{*}{\begin{tabular}{l}
half 2:13 4:14 \\
hall 12:24 13:10 \\
handling 3:4 \\
happened 35:4 \\
happens 33:22 35:4 \\
hard 17:13 20:19
\end{tabular}} & & L \\
\hline & & & & lahesha 26:1 \\
\hline :16 & & & \[
12: 24
\] & \[
\begin{aligned}
& \text { e } 20: 5 \\
& \text { rd } 29 ; 1
\end{aligned}
\] \\
\hline & & & jeff \(12: 241\) & rds 2 \\
\hline \multirow[t]{2}{*}{earlier 18:17 20:16
33:8,15} & funded 29:6 & \multirow[t]{2}{*}{\[
\begin{aligned}
& 20: 22 \quad 22: 23 ~ 36: 12 \\
& 36: 16
\end{aligned}
\]} & \multirow[t]{2}{*}{jeffrey 18:22 19:15} & \\
\hline & fundraiser 5:7,11 & & & tanya 23 \\
\hline & 910:24 11:2,1 & \multirow[t]{6}{*}{\begin{tabular}{l}
head \(6 ; 2,14,15\) \\
11:21 25:18 \\
health 27:19 \\
heard 23:15 27:15 \\
help 7:6 14:3 25:1,7
\end{tabular}} & \multirow[t]{6}{*}{20:1,14 21:18
jeffreys 20:8
john \(23: 5\)
johnie \(13: 18\)
\(15: 23377: 20,21,22\)
\(37: 23\)
johnson \(27: 23\)} & arn 8:8,8 \\
\hline \multirow[t]{5}{*}{\[
\begin{aligned}
& 30: 21,2531: 1 \\
& 32: 20 \\
& \text { electric } 15: 5,10,19 \\
& \text { employed } 3: 17 \\
& \text { ended } 19: 12
\end{aligned}
\]} & \multirow[t]{3}{*}{\[
\begin{aligned}
& \text { funds } 17: 17,22 \\
& 18: 5,1533: 25 \\
& 35: 1
\end{aligned}
\]} & & & 29:12, \\
\hline & & & & ve12 \\
\hline & & & & \(0 \cdot\) \\
\hline & G & & & \[
\begin{aligned}
& \text { eaving } 13 \\
& \text { eft } 37: 24
\end{aligned}
\] \\
\hline & 15:10,19 & & & limbo 15:17 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|}
\hline line & 8:69:2 11:3,7 & oh 3:23 6:2118:8 & 24:1727:10 & 25:15 27:19 \\
\hline little 11:23 18:7 & 12:13 14:15 17:20 & 19:13 22:3 24:2 & 28:11 29:23,25 & t9. \\
\hline 20:10 35:1 & 21:15 22:9,9 23:7 & 25:19 26:137:5 & 30:1,4 33:11 & person 20:9 22:18 \\
\hline located 29:3 & 23:24 24:4,9 & okay 2;7,18,24 3;6 & 35:18 37:2 & 27:22 \\
\hline long 2:11 7:188:20 & 27:14 28:229:1 & 3:11,17 4:10,12 & part 10:23 & ters 23 \\
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\hline look 5:10,12 6:2 & 33:21 34:12 36:2 & 6:12,16,19,24 & passed 20:7 & picture 5:24 \\
\hline 7:5,14 17:8 & monday \(12: 6\) & 7:12,20 8:1,14,18 & pastor 220 3:1 & places 34:4 \\
\hline looking 17:10 & money 2:25 3:6 & 8:24 9:1,8,17 10:4 & 19:18 21:6,10,1 & please 2:2 \\
\hline looks 5:25 & 4:259:15 16:5, & 10:12,18,21 11:10 & 23:828.4 \(31: 7\) & point 14:4,4 \\
\hline loring 23:5 & 16:22,25 17:4 & 11:18,22 12:2,5 & 33:20,22 34:9 & position 2:8 13:25 \\
\hline lost 19:5 & 30:11 33:18 & 12:10,12 14:21,25 & patricia 3:22 22:13 & 19:17 20:9 30:25 \\
\hline lot 4:1 14:11 23:14 & month 27:8 29:16 & 15:3,19 16:617:3 & 22:25 23:1 & potential 9 \\
\hline 25:9 & 29:17 & 17:25 18:4,12,19 & paul 1:9 & 19:17 \\
\hline low 35:2 36:6 & monthly 29 & 18:22 19:1,14,19 & pay 2:19 14:18,20 & present 1 \\
\hline luanna 23:4 & months 12:1228:8 & \(19: 2420: 2421: 5\) & 15:9,12,12,21,25 & presented \\
\hline M & morning 12:9 & 21:11 22:3,13,15 & 16:4,5,14,23 17:2 & 19:18 \\
\hline \multirow[t]{30}{*}{```
majority 5:7
making 3:9 15:20
    16:1021:17 30:25
manager 2:15
manages 13:6
managing 12:14
manner 24:10
margie 27:23
matters \(25: 2\)
mean 2:24 8:2
    15:21 16:13 23:19
meant 36:10
meet 27:5 31:11
meeting 22:23 31:7
    31:9,12,22 32:7
    32:14,16,24
meetings 9:3,5,11
    27:4,6
member 8:24 28:17
members 22:10
    25:1
mentioned 6:4
    12:20 17:17 21:6
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michael 12:24
    13:12 25:23
minister 13:9
misinterpreted
    30:3
mitchem 23:9,9
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```} & mortgage 15:11 & 22:19,24,25 23:3 & 7:11,19 18:5 & president \\
\hline & moses 12:24 & & :19 32:22 33:19 & press 32 \\
\hline & mother 3:22 23:1 & 26:1,15,21,25 & 35:7,10 & preston 23:5,6,7 \\
\hline & music 13:9 & 27:7,10,21 28: & paying 3:8,8,9 14:5 & pretty 2:22 3:16 \\
\hline & musicians 17:12 & 28:11,20,24 29.5 & 14:14,16 15:3,11 & 16:433:25 \\
\hline & 18:135:7,10 & 29:18,21 30:5,11 & 15:13,19 16:9,21 & previous 20:9 \\
\hline & & 20 31:25 32:13 & 20:5 30:8 \(33: 16\) & ior \\
\hline & N & 33:2,13 36:9,15 & payment 20:8 & probably 8:23 9:7 \\
\hline & na & 37:4,20,20 38:2,5 & 34:21 36:5 & 21:2 \\
\hline & 19:16 22:14,21 & - 27.8 & pay & problem 18:9,9 \\
\hline & 5:20,21,24 27:22 & ones 7:10 17:1 & 12:18 36:13,16 & ofit \(24: 25\) 34:7 \\
\hline & . 5 & order 35:12 & payne 1:10 4:18,20 & ogram 25:2 \\
\hline & names 25:1 & organist 13 & 7,21,24 8:1,4,6,8 & perty 14:23 \\
\hline & ned 22:13 & 37:12 & 8:12,14 10:23 & oviding 26:12 \\
\hline & need 5:18 16:24 & organization 11:14 & 11:1,4,7,10,23 & blicly \(7: 2\) \\
\hline & needed 17:1119:9 & 24:20,24,25 25:11 & 12:2,5,10, 12,14 & rehase \(10: 16\) \\
\hline & needs 2:20,21 \(22: 5\) & 26:8,13,19,23 & 12:20,23 13:1,8 & put 19:633:24 \\
\hline & 34:21 & 7:11,17 28:1 & 13:10,12,14,17 & \\
\hline & ne & 0.1234.10 & 16:24 17:3,5 29:6 & Q \\
\hline & nice 3:24, & organizations 11:5 & 29:9,12,14 33:14 & question \(5: 1\) \\
\hline & nicely \(22: 4\) & 11:8,18 28:13,18 & 33:18,22 34:3,9 & questions 2:5 31:24 \\
\hline & niece 24:12,13 & 28:21 30:18,22 & 34:13 36:25 37:4 & 32:1,21 38:3 \\
\hline & nonpaid 13:25 & :234:8 & 37:8,10,12,15,17 & quick 33:4 \\
\hline & numbers \(6: 1\) & ted 11: & \(37: 20,23,2538: 2\) & quite 22:20 25:22 \\
\hline & 0 & 11:16 & payroll 3:10 \(12: 21\) & \\
\hline & - & & & R \\
\hline & & P & & in 25:14 \\
\hline & 5:6,10 & paid 3:20 4:2,8,12 & &  \\
\hline & fficial: & \[
13: 3,15,1915: 1
\] & people 6:14 12:23 & reach 34:10,22 35:8 \\
\hline & official 21:8 officially 14:10 & \[
18: 2,2120: 7
\] & \[
22: 14,2123: 18,20
\] & \begin{tabular}{l}
real 33:4 \\
really \(6: 3\) 16:13,20
\end{tabular} \\
\hline
\end{tabular}

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\begin{tabular}{|c|c|c|c|c|}
\hline 17:9 22:3 & 31:4,7 32:4,11,13 & 6:7,9,12,16,19,22 & 32:19 33:20 & 29:1 33:5 34:15 \\
\hline recall 7:6,15,21,22 & 32:20 33:4,10 & 6:24 7:12,14,20 & specific 7:7,16,22 & theres 9:22 17:17 \\
\hline 7:24 8:1,2 10:5 & 35:8,21 37:17 & 8:15,18,24 9:1,3,8 & \(7: 23\) 10:6 35:22 & 18:122:5,11,11 \\
\hline 17:1634:4 & rushs 21:5 26:22 & 9:10,17,24 10:4 & 35:22 36:10,21 & 26:1 29:4 33:18 \\
\hline received 4:15,20 & 28:4,1730:20 & 10:12,14,18,21 & spoke 3:22,22 & theyre 8:20 11:6,8 \\
\hline record 2:3 & 32:1 33:6 & 11:11,18,22 13:19 & spoken 31:4 & 25:5 29.2 \\
\hline regarding 15:3 & & 13:22,24 14:2,6 & spreadsheet 7:1 & theyve 30:6 \\
\hline related 24:6,10 & S & 14:13,16,19,21,23 & staff 35:7 & thing 7:1736:7 \\
\hline relationship \(26: 6\) & salary 37:25 & 14:25 15:3,7,9,13 & start 12:3 18:23 & things 16:16,17,21 \\
\hline 28:20 29:1,4 & saturday \(12: 8\) & 15:19 16:1,6,9,17 & started 7:10 18:24 & 25:8 32:5 33:15 \\
\hline remember 7:178:3 & saturdays 12:6,8 & 16:19 17:17,21,25 & 24:126:13,14 & think 4:4,6 10:1,19 \\
\hline 9:4 10:2 11:20 & 20:2027:4 & 18:4,6,9,11,13,19 & starting 26:18 & 14:24 16:2 17:8 \\
\hline 34:1736:24 & saying \(34: 9\) & \(18: 22\) 19:1,4,11 & state 2:2 & 18:16,17,24,24 \\
\hline rent 26:11 29:14 & school \(25: 5\) & 19:13,15,19,21,24 & steps 31:16 & 21:14 22:18 25:17 \\
\hline 30:9 & \(\boldsymbol{s c o t t} 31: 8\) & 20:1,3,8,12,14,24 & steward 13:4 & 27:12 28:19,19,25 \\
\hline renting 26:10 & secretary 12 & 21:1,5,8,11,16,25 & stopped 30:8 & 29:3 30:24 31:20 \\
\hline replace 19:7 & 13:14 & 22:3,5,8,10,13,16 & story 32:3,6 & 31:22,23 35:3,4 \\
\hline report 3:15 9:12,13 & secure \(35: 13\) & 22:18,20,24 23:1 & stream 5:2,11 & 38:3 \\
\hline 21:13 & see 7:9 10:912:3 & 23:3,6,10,13,15 & summer 25:6 & thomas 31:8,11,12 \\
\hline reported 9:16 & 23:7 26:4,5 & 23:17,20,23,25 & sunday \(6.512: 9\) & 32:16,20 \\
\hline representative 3:11 & seen 7:2 & 24:3,5,8,10,12,14 & sundays 6:1820:21 & thompson 1:16 \\
\hline 21:21 24:632:10 & sell 9:14 & 24:17,19,22,24 & supervisor 3;12 & three 2:13 4:14 \\
\hline 32:13,20 33:6 & separate 11:1 & 25:10,13,17,22,25 & supposed \(26: 10\) & time 7:9,13 9:22 \\
\hline responsibilities & service 5:5 12:9 & 26:3,5,13,15,17 & sure 5:23 15:17 & 14:4 15:10,18 \\
\hline 13:2 27:1 & \(20: 22\) & 26:21,25 27:7,10 & 18:1122:20 27:9 & 17:12,14,21 18:13 \\
\hline responsible 12:14 & services 6:724:19 & 27:13,15,17,21,25 & 29:22 33:14 36:4 & 18:17 19:20 32:24 \\
\hline 12:20 14:13,16,23 & \(25: 2,7,1126: 7\)
\(27 \cdot 11,2028: 14,22\) & 28:3,5,11,13,20 & & 34:1636:14 \\
\hline revenue 5:2,11 & 27:11,20 28:14,22 & 28:24 29:5,16,18 & \(\frac{T}{\text { take } 2.182 .1}\) & times 18:1 25:4 \\
\hline right \(6: 13,159: 24\) & 29:6 30:12 & 29:21,24 30:3,5,8 & take 2:18 22:1 & tithes 5:66:18 \\
\hline 11:20 13:1 14:19 & setups 13.5 & 30:11,15,2031:1 & taken 15:15 31:16 & 35:19 \\
\hline 15:13,16 16:9,9 & seven 11:25 14:8 & 31:4,9,12,14,18 & talk 16:11 31:14 & title 2:8 21:8 \\
\hline 16:19 23:10 24:14 & shannon \(23: 5\) & 31:25 32:7,10,13 & 32:6,21 & titles 13:2 21:12 \\
\hline 25:22 26;3,5 27:4 & share 6:1 & 32:20 33:2,4,8,10 & talked 14:13 21:16 & 25:16 \\
\hline 29:21 & shes 3:24 15:24 & 33:1334:19,25 & 21:18,19 31:1,6 & today 31:5,6 \\
\hline robinson 13:18 & 28:7,9,10 & 35:11,15,21,25 & 31:21 32:3 35:21 & told 28:22 32:17 \\
\hline 37:21 & short 34:20 & 36:3,9,15,18,20 & talking 31:5 & 37:17 \\
\hline role 2:11 13:24 & shortfall 33:23 & 38:3,6,8 & taxes 3:8,9 5:13 & top 6:2,13,15 11:20 \\
\hline 21:5 30:15,21 & show 2:22 & somebody 34:22 & 14:16,17,18,18,20 & 25:17 \\
\hline rosetta 23:4 & showing 36:12 & 35:12 & 14:22,23 15:1 & topies \\
\hline run 2:22 13:1 30:6 & situation 16:25 & sorry 5:15 7:20 & teaching 25:8 & transcribed 1:15 \\
\hline running 9:13 & 17:5 33:18 34:9 & 18:6,8 19:13,14 & teague 12:24 13:8 & ouble 16:7 \\
\hline rush 3:11,12 6:16 & six 20:13 21:2,4 & 25:20 26:2,20 & 37:15 & try 16:15 \\
\hline 6:20,23 7:3,7 8:13 & solely \(15: 21\) & 29:17,24 30:2,4 & tell \(23: 17,1833 ; 22\) & trying 17:8,8 \\
\hline 9:4 10:5 11:13 & solis 1:9 2:1,5,8,11 & 36:23 37:5,6,7 & tells 23:16,16 & turner 12:25 13:12 \\
\hline 12:24 13:3 18:22 & 2:14,16,24 3:2,4,6 & sort 15:3 26:22 & thank 3:25 38:2,6,7 & \(23: 7\) \\
\hline 19:15,18 21:22 & 3:8,11,15,17,20 & \(34: 21\) & thats 3:8 5:7,19 & turning 10:3 \\
\hline 23:8,8,10 24:6,14 & 3:22,24 4:1,10,12 & sox 10:10,10,14 & 9:15,16 11:1 & two 19:5 20:13 \\
\hline 26:17,21 27:10,25 & 4:14,22,24 5:1,4,9 & space \(26: 9,11,12\) & 12:11 19:14 22:8 & 28:18,21 \(37: 6\) \\
\hline 27:25 28:16,16 & 5:17,19,21,24 6:4 & speak 18:731:12 & 25:22 26:3,5 29:1 & 38:1 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|}
\hline type 29:12 & witness 2:4,7, 10, 13 & 36:16,19,23 37:3 & 1009:6 \\
\hline types 16:16,17 & 2:15,18 3:1,3,5,7 & 37:5,9,11,14,16 & \(1212: 12\) \\
\hline typical 5:2 & 3:9,13,16,19,21 & 37:19,22,24 38:1 & 148429:15 \\
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\hline U & 5:3,5,15,18,20,23 & work 2:63:17 & 212:11 \\
\hline uhhuh 23:4 & 6:3,6,8,11,13,18 & 11:24 13:5 20:24 & 20037:3,12,16 \\
\hline unable \(35: 7\) & 6:21,23 7:9,13,17 & 23:19 25:10,13,18 & 20057 7:4 \\
\hline understand 33:14 & 7:23,25 8:2,5,7,11 & 26:25 28:5 & 2011 7:11,15 36:18 \\
\hline understanding & 8:13,17,20,259:2 & worked 33:10 & \(201318: 14,16,17\) \\
\hline 35:11 37:1 & 9:6,9,12,22,25 & working 14:6,8 & 18:25 \\
\hline usually 6:12 9:12 & 10:8,13,16,19,22 & 18:23 20:15 26:22 & 23rd 17:11 \\
\hline 12:3,11 34:5 35:6 & 10:25 11:3,6,8,16 & works 14:1021:1 & 3 \\
\hline 36:7,8 & 11:20,25 12:3,6 & 27:21,22 28:18 & \\
\hline utilities 15:4 & 12:11,13,17,22,24 & worship 12:9 & \[
\left\lvert\, \begin{aligned}
& 312: 4 \text { 14:7 } \\
& \mathbf{3 0} 12: 4,1114: 7
\end{aligned}\right.
\] \\
\hline utility 34:20 & 13:4,9,11, 3,16 & wouldnt 9:2316:24 & 30 12:4,11 14:7 \\
\hline \(V\) & 13:18,21,23 14:1 & 17:7 & 4 \\
\hline varies 12:720:16 & \(14: 3,20,2,18,20\)
\(14: 22,2415: 1,6,8\) & wr & \(4512: 11\) \\
\hline volunteer 25:10 & 15:10,15,23 16:4 & X & 5 \\
\hline \(33: 11\)
volunteers 14:11 & 16:7,13,18,20 & Y & 5025:3 \\
\hline vote 19:21 22:1,6 & \[
\begin{aligned}
& 17: 2,4,7,20,24 \\
& 18: 1,5,8,10,12,16
\end{aligned}
\] & yeah 3:147:109:9 & \(50038: 1\) \\
\hline W & 18:20,24 19:3,5 & \(10 \cdot 1,2211: 8,17\)
14.1915 .616 .16 & 6 \\
\hline wait 35:16 & 19:12,14,18,20,23 & \(14: 9915: 616: 16\)
\(17.919: 2023\) & 6025:3 \\
\hline walgreens 2:15 & \[
\begin{aligned}
& 19: 2520: 2,5,10 \\
& 20: 13,16,2521: 2
\end{aligned}
\] & 22:11 25:17 26:20 & 60037:19 \\
\hline want \(11: 23\) 18:11 & 21:7,10,13,24 & 28:12 33:3 34.2 & 7 \\
\hline \(21: 1625: 1633: 14\)
wanted 5:24 32:18 & 22:1,4,7,9,11,15 & 35:14 36:19,23 & 70037:5,12 \\
\hline wasnt 18:15 & 22:17,19,23,25 & 12:12,1718:14,18 & 8 \\
\hline water 15:7,10,20 &  & 19:725:5 30:10 & - \\
\hline way \(23: 19\) & \[
24: 4,7,9,11,13,16
\] & yearly \(5: 669\) & 9 \\
\hline \begin{tabular}{l}
wed \(32: 21\) \\
week 5:5 11:24
\end{tabular} & \[
24: 18,21,23,25
\] & years 2:13 4:14 & 912:314:7 20:17 \\
\hline \[
\begin{aligned}
& \text { week } 5: 511: 24 \\
& 12: 114: 820: 15
\end{aligned}
\] & 25:12,14,19,23 & 19.5 & \\
\hline 21:1,3,4 25.5 & 26:1,4,9,14,16,20 & youre \(3: 414: 7\)
\(15: 1930: 1734\) & \\
\hline weeks 18:2,21 & 26:24 27:3,8,12 & \[
35: 1,1
\] & \\
\hline \(20: 13\)
\(37.638: 21\) & \[
\begin{aligned}
& 27: 14,16,18,22 \\
& 28: 2,4,7,12,19,22
\end{aligned}
\] & youve 10:6 27:15 & \\
\hline \(37: 638: 1\)
wellness 27:13 28:6 & \[
28: 2529: 7,11,13
\] & \[
\mathbf{Z}
\] & \\
\hline \begin{tabular}{c} 
wellness \(27: 1328: 6\) \\
\(28: 11,15\) \\
\hline \(29: 2\)
\end{tabular} & 29:15,17,20,25 & \(\frac{\mathbf{z}}{\text { zenoff 1:12 }}\) 29:22 & \\
\hline 28:11,15 \(29: 2\)
\(30: 12\) & \(30: 2,4,6,10,14,19\) & \[
30: 1
\] & \\
\hline weve 7:2 16:2 & 30:23 31:3,6,10 & & \\
\hline 21:17,18 23:15 & 31:13,15,20 \(32 \cdot 3\) & 0 & \\
\hline 33:25 & 32:9,12,15,24 & 0012:314:720:17 & \\
\hline whats 12.7 & \[
33: 2434: 4,12,15
\] & 1 & \\
\hline \begin{tabular}{l}
white \(10: 10,10,14\) \\
whos \(10: 914: 16\)
\end{tabular} & 34:24 35:6,14,16 & 138:16 & \\
\hline wife 24:15 26:22 & 35:24 36:2,6,12 & 1012:11 22:11,12 & \\
\hline
\end{tabular}

\section*{EXHIBIT 15}


\section*{EXHIBIT 16}



\section*{EXHIBIT 17}

Image\# 14960785858


\section*{EXHIBIT 18}


\section*{Cassanndra Foster Gregory, Youth Development Specialist, 6714 S. Lafayette, Chicago, 11 (773) 406Cynthia Rashid, Youth Development Specialist, 347 East 81 st Street, Apt. 2 Chicago, Illinois 60619 (773) 397 \\ Kourtnee Palamore, Trainer/Faciliator, 4712 S. Drexel Blvd, Chicago, Il 66615 \\ Keisha Powe, Trainer /Facilitator, 7549 Van Buren Hammond, IN. 46324 \\ Natalie Graves, Mental Health Professional, 8420 S. Wood St. Chicago, Ilinois 60620 (773) \(294-\square\)}

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 lanuary 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, Hinois 6048
Carolyn Rush - 3518 South Calumet, Chicago, Illinois
4. Documents identifying business structure of BCFS from January 1,2007 to the present date.

\section*{See attached Articles of Incorporation}
5. Documents identifying federal and state designation of BCFS from Januaty 1, 2007 to the present date.

\section*{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 famuary 1,2007 to the present date. This request includes, but not limited to, copies of W-2 forms, W4 forms, or 1099.

Representative Rush nor any member of his family has ever received compensation from BCFS at any peint from Jauary 1, 2007 to the present date.
8. All fles, reconds, 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 Jantuary 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 .
Obelovedfamily org
Sincerely,
Dopheme A Oombin
Delphine F. Rankin
Executive Director
Enclosure

\section*{EXHIBIT 19}

14-8751_0400 G430 S HARVARD AVE GHICAGO IL 60621




\section*{APPENDIX B}

DICKSTEINSHAPIROLLP
1825 bye Streat NW | Washington, DC 20006-5403
TxL (202)420-2200 | mu (202) 420-2201 | dicksteinshapiro.com

July 11, 2014

\section*{CONFIDENTIAL}

Via E-mail @mail.house.gov)
Tom Rust
Chief Counsel and Staff Director
Committee on Ethics
U.S. House of Representatives

1015 Longworth House Office Building
Washington, DC 20515-6328
Re: OCE referral regarding Rep. Bobby Rush
Dear Mr. Rust:
This letter is in response to the June 11, 2014 letter you sent regarding the OCE referral of a matter involving Rep. Bobby Rush. OCE has recommended that the Committee on Ethics review the circumstances surrounding certain very limited use of an office space on S. King Drive in Chicago.

\section*{1. The Value of the Limited Space Usage Is Less Than OCE Claims}

Rep. Rush does not deny his Ward Comrnitteeman or State Committeeman party apparatus made some use of the space over the years. But the OCE Report and Findings seem to disregard the many relevant facts provided by Rep. Rush and others that show the value of any such usage is well below the \(\$ 365,040\) amount over a 20 year period that OCE calculates.
- First, any ongoing usage over the years relates to (A) the storage of what is almost all junk (old essentially worthless office equipment, old useless Alderman records, and a few leftover campaign signs from several campaigns), or (B) the use of window space to post signs of various Democratic Party candidates (normally not a service of marketable value). Feb. 24 Response to OCE Request for Information, Additional Response Section A (Attachment 1); May 27 Submission to OCE, p. 3 (Attachment 2). Assuming there is some fair market value for use of part of the space for storage of the quantity of junk involved, it probably would be in the \(\$ 250\) per month range in South Chicago. (This is roughly compatable to what Rep. Rush's congressional campaign committee, Citizens for Rush, pays for monthly storage for its leftover furniture and campaign materials at United Storage.) That yields a total of \(\$ 60,000\) over

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20 years, or about \(\$ 3,000\) per year. OCE staff visited the space at S . King Drive and saw the evidence that any ongoing space usage fit the foregoing storage description; and Rep. Rush provided extensive photographic evidence (zip files sent \(2 / 26\) and \(3 / 10\) by Scott Thomas to Paul Solis at OCE) showing the storage component limited to the junk items noted above (plus a few old desks, old file cabinets, and old sets of shelves dating back 20 years). Yet OCE made no effor to evaluate the real fair market value of renting storage space sufficient for the actual, much-limited task.
- Second, any sporadic use of the space for meetings between ward or state party representative Bobby Rush and prospective local candidates, or as a gathering place for various campaigns' petition circulators or election-day workers, was miniscule over the years. Assuming this amounted to about 10 days on average for each two-year election cycle, as Rep. Rush indicated in the May 27 submission to OCE (Attachment 2 at p. 3), the reasonable way to calculate the value of this would be to determine a daily rental value for a comparable meeting room space. A quick search indicates the South Side YMCA located at 6330 S. Stony Jsland in Chicago, see
http:/www ymeachicago.org/southside/pages rentals, offers a community room for 40 guests at \(\$ 65 / \mathrm{hr}\) for non-members. Use of this room for eight hours per day over 10 days would amount to \(\$ 5,200\) for each two-year election cycle, or \(\$ 2,600\) per year, OCE made no effort to calculate the value of sporadic space usage in this manner, even though it much more closely approximates the real usage of the space at issue over the years.
- Third, any sporadic use of the space by a nonprofit (Hope and Healing) for classes back in the 2007-2008 timeframe (Rush Interview, 0040), would have amounted to perhaps two hours per week for about 60 class wceks, for a total of 120 hours. Using the same South Side YMCA rates, this would have amounted to an additional \(\$ 7,800\) in 2007-2008. Assuming, arguendo, this was a value provided to Bobby Rush's ward or state committeeman operation, OCE made no effort to calculate the value of such usage in this better-tailored manner.
- Fourth, OCE seems to have disregarded evidence that the sporadic usage of the space by anyone tapered off significantly after Bobby Rush gave up his Ward Committeeman position in 2008. See May 27 submission to OCE, p. 1; Rush Interview, 0034-35. In essence, any sporadic usage of the "office" to meet with local politicians tapered off because local polities in Chicago is conducted at the Ward level. Thus, to be fair, the number of days the space was used for meetings in the last three election cyeles (the normal reach of the House Ethies Committee jurisdiction) was significantly reduced, and any rental calculation

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using the South Side YMCA room rate should be even lower than the \(\$ 2,600\) per year rate noted above.
- Fifth, OCE appears to have disregarded the degraded nature of the space, which OCE staff saw when they visited and which is documented in the photos provided by Rep. Rush (zip files sent \(2 / 26\) and \(3 / 10\) by Scott Thomas to Paul Solis at OCE). Futher, Rep. Rush has explained: (A) the fact that the stores that used to front on the adjoining part of the shopping center were bricked up, greaty isolating the space in question; (B) the fact that the other two comparable office/retail spaces in the immediate area each have been unrentable and vacant for one or more years; and (C) the fact that there has been a rat problem and a violent crime problem on the back side of the shopping center where the space at issue is located. May 27 submission to OCE, p. 3; February 24 Response to OCE, response to question 1 and Additional Response, Part A (Attachment 1); Rush Interview, 0049, 0059. These factors suggest that the marketability of the space back in 1989 changed dramatically over the years. Note that the effort to try to put a "rent paying" tenant in the space in 2012 failed. Exhibit 4 at 0140. There is a reason. As an office space it is at best a "museum piece," and at worst a non-marketable mess.
- Sixih, because of the degraded nature of the space, the Committee should recognize the practical benefit that showing some sign of usage actually had to Lake Meadows Associates and its property manager, Draper \& Kramer. By at least having the old Ward 2 signage on the door, and campaign signs from various candidates, the space at least looked like it might have some commercial value. This value provided to the property owner and manager should be seen as an offset to whatever value the Committee deems to have been provided to Bobby Rush's Ward and State Committeeman operations. Indeed, Rep. Rush believes there is a good argument that the value his party operations have been indirectly providing (showing potential value to a potential tenant as the other nearby spaces have sat vacant) in fact equals or exceeds the value of uasage he has been receiving in recent years.
- Seventh, as noted in Rep. Rush's May 27 submission to OCE (Attachment 1), the 1989 lease specifically precluded Rep. Rush claiming any right to continue to occupy the space as of the lease's expiration in October 1989: "[S |hould 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." OCE Report and Findings, Exhibit 2, p. 22. Thus, whatever the landlord permitted in terms of usage thereafter certainly was not akin to the comfort and protection of a month-to-month lease, since Bobby Rush's Ward

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Committeeman operation or (later) State Committeman operation could have been booted out inmediately at any time after October 1989. Indeed, Rep. Rush readily agreed to let the property manager bring through potential paying tenants when asked. Rush Interview, 0138-0140. While the landlord's representative may have assumed the 1989 lease had reverted to a month-tomonth lease (see OCE Finding 32), the clear terms of the 1989 lease dictate otherwise, for that demonstrates the landlord's true intent. Sce Wendy \& William Spatz Charitable Found. v. 2263 N. Lincoln Corp., 998 N.E. 2 d 909 , 922 (App. Ct. of LL 2013) (intent of landord determines if holdover is created). It is important to note that this was a commercial lease arrangement, not a residential lease arrangement, and the tough rules of pure contract law apply, See http:/www.chicagoartistsresource.org/square-feet-chicago/7-commercial-and-industrial-leases (Chicago residential landlord tenant law not applicable and contract terms control). Further, any month-to-month lease that might have been implied because of payments through 1992 surely evaporated after no rent was paid at all starting in 1993. In sum, Bobby Rush's ward and state party apparatus was not receiving space usage over the years that can be neatly tied to the rental rates laid out in the lease. The fair market value of space you don't have any right to has to be deemed below the fair market value of space for which you do have rights. The OCE Report and Findings make no mention of this.

In view of the foregoing, the Committee should reject the assumption of OCE that the value of the space usage over the years was worth between \(\$ 16,788\) to \(\$ 20,952\) per year. The storage space component in actuality was worth about \(\$ 3,000\) per ycar, and the sporadic use component in actuality was worth about \(\$ 2,600\) per year.

\section*{II. There Were No Excessive Contribution Receipts If Proper Valuation Is Applied}

The more rational valuation suggested above becomes important for purposes of whether Bobby Rush's political apparatus accepted excessive contributions. As the Comnittee knows, the State of Thinois did not even have contribution limits until January 1,2011 . Further, if the actual value received by Bobby Rush's State Committeeman party apparatus (Friends of Bobby Rush, the state-level political committee he has operated for years to support his Ward and State Committeeman functions) is only about \(\$ 5,600\) per year, this is within the contribution limits that became effective January 1, 2011.

Under the applicable limit, a partnership may contribute \(\$ 10,500\) for a primary "cycle" and \(\$ 10,500\) for a general "cycle" for someone running for State Committeeman. See htp://www.elections.ilgov/downloads/campaigndiselosure/pdf/contribution\%20limits.pdi. Friends of Bobby Rush would have been allowed to receive: \(\$ 10,500\) for the 2010 general

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"cycle" which ran through June 30,\(2011 ; \$ 10,500\) for the primary "cycle" related to his 2014 race which ran from July 1, 2011 through March 18, 2014; and \(\$ 10,500\) for the general "cycle" related to his 2014 race which runs from March 19, 2014 through June 30, 2015. (This was confirmed with IL. Board of Elections on April 4, 2014 by Dickstein Shapiro associate Aimec Ghosh.) In other words, since Jamary 1, 2011 when Illinois put in place contribution limits, Bobby Rush's State Committeeman political committec would have been permitted to accept a total of \(\$ 31,500\) in space usage from the property owner. Yet, during that time, at a \(\$ 5,600\) per year rate, the committee would have received only \(\$ 19,600\) in space usage ( \(31 / 2\) years' worth). Thus, if the Committee is willing to apply realistic fair market value measurements--that take into account the limited square footage devoted to ongoing storage of worthless equipment and records and the mere five-days-per-year average of sporadic mecting space usage-it will come to the conclusion that no impermissible contribution whatsoever has been received.

To the extent that OCE was under the perception that Rep. Rush's federal campaign committee, Citizens for Rush, may have received some impermissible space usage in excess of the \(\$ 2,600\) per election contribution limit (current), there simply is no basis for such a claim. As Rep. Rush and his committee treasurer have made clear, Rep. Rush has not had any need to mount a significant re-election effort since his race in 2000 against Barack Obama. He has not needed a campaign office, and he has not had one since that 2000 race when he rented an office in a church (Abundant Life Ministries) many blocks away. He, his treasurer, and his chief campaign strategist conduct "office" campaign work out of their homes. While some volunteer campaign workers helping with Citizens for Rush petition circulation or election day get-out-the-vote and poll-watching may have joined at the S. King Drive space with other campaign workers helping other candidates on those few days when the space was opened for these activities, this was a truly de minimis scrvice provided by the Bobby Rush Ward or State Committeeman party operation equally to each of the campaigns. Similarly, any isolated brief business meeting Rep. Rush had with his Citizens for Rush treasurer at this location (maybe a couple times a year), is also truly de minimis. Feb. 24 Response to OCE, question 1 response and Additional Response part A; May 27 submission to OCE, Part I.
It would an unfortunate interpretation of campaign finance law if a State Committeeman allowing volunteers from several campaigns to use such a temporary gathering in this manner creates some sort of in-kind contribution to such candidate campaigns. But, if that is the case, any value provided by Bobby Rush's political apparatus (Friends of Bobby Rush) surely would fall below the \(\$ 2,600\) per election limit available. (Applying the \(\$ 2,600\) per year estimate above for the value of using a South Side YMCA community room for five days out of a year, and splitting that among, say, five participating campaigns would yield a mere \(\$ 520\) per year per benefitting campaign.) Alternatively, if the Committee were to view the value of such space usage as coming from Lake Meadows Associates, a limited partnership with three partners that arc LLCs treated as partnerships, the \(\$ 520\) per year "contribution" to Citizens for Rush for \(d e\) minimis shared use of the S . King Drive space on a few days would be well within the \(\$ 2,600 \mathrm{per}\)

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Tom Rust
July 11, 2014
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election contribution limit (or the \(\$ 2,500\) per election limit applicable in the 2011-2012 election cycle).

\section*{III. Rep. Rush Is Willing to Facilitate Resolution of This Matter}

As was indicated to OCE, Rep. Rush is perfectly willing to empty out the space today, discard the old equipment, records, and other items stored there, take down the campaign signs from the windows, and hand over whatever keys are in people's possession. May 27 submission to OCE, p. 3. This is space that his party operations only have used in a very minimal fashion over the years, and even less since his Ward 2 duties ceased in 2008. If the Committee takes the position that some impermissible receipt has resulted, and is continuing to result, Rep. Rush will relinquish any vestiges of usage immediately as part of any recommended resolution of the matter at hand.

Also, as was indicated to OCE, if it is determined that this space usage has resulted in any excessive contribution receipt (or inadequately disclosed activity), Rep. Rush is willing to take the matter to the Illinois Board of Elections and/or the Federal Election Commission immediately to seek resolution through the appropriate enforcement or ADR process. Friends of Bobby Rush already has made an entry on its campaign finance disclosure statements indicating an outstanding obligation of \(\$ 21,000\) in order to demonstrate a good faith effort to acknowledge the pending issue. It also has included an entry of \(\$ 2,100\) as an outstanding obligation owed to Friends of Bobby Rush on its federal campaign committee report for the same reason. Regardless of the Committee's resolution of this matter, both committees will clarify any disclosure issues with the respective campaign finance authorities.

Respectfully submitted,

\footnotetext{
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\section*{Aftachments}

1- February 24, 2014 Response to Request for Information sent to OCE
2 - May27, 2014 submission to OCE
}

\section*{Attachment 1}
1. The location of any space rented, owned, or in any way used by your congressional campaign committee, "Citizens for Rush," at any time between January 1, 2007 and the present date. This request includes, but is not limited to, any space located at 3361 S . Martin Luther King Drive, Chicago, Illinois.

Citizens for Rush has consisted of an informal association of independent contractor consultants, self-employed short term workers, and volunteers who have assisted Representative Rush with his re-election efforts, as well as Representative Rush himself in his candidate capacity. There have been many activities conducted by these persons at many locations over the time period covered by this question (for campaign appearances, fundraising events, neighborhood visits, consultant work, etc.), and thus space has been "used" in a mytiad of locations far too mumerous to list. It is assumed that the question is getting at any ongoing space usage arrangement that arguably might generate a usual and normal rental obligation-such as an office space or storage space.

The only space that has generated what Citizens for Rush has considered a usual and normal rental obligation relates to a storage space at United Storage, 407 E. 25 th Street, Chicago, IL [the same location that Citizens for Rush has been reporting for several years, 2541 S . King Drive, Chicago, IL]. This space is used to store campaign materials like posters, yard signs, and furniture. Citizens for Rush has properly reported payments to United Storage over the period covered by the request.

Citizens for Rush has not felt the need to rent a campaign office space during the period covered by the request. Rep. Rush has been fortunate not to have to conduct a full-scale, heavily staffed campaign since the primary in 2000 against Barack Obama. It should be noted that during that 2000 campaign, a campaign office was organized, and office space was rented from Abundant Life Miniseries at 5721 West North Avenue. But, during the period covered by this request, there has been no need for an office space for Citizens for Rush or anyone working for the congressional campaigns. Consultants used their own office space, volunteers operated from various dispersed locations near their volunter activity (such as neighborhood canvassing), and Rep. Rush and his wife Carolyn (who has an independent contractor arrangement serving as his senior campaign strategist and manager) operated from their home when conducting campaignrelated office work.

As will be described in more detail hereafter, the space located at 3361 South [Martin Luther] King Drive has not been used by the Citizens for Rush consultants, self-employed workers, or volunteers, or by Representative Rush in his federal candidate capacity, except to an occasional, isolated, or sporadic extent. This space is used on an intermittent basis as the 1 st District Democratic Party State Committeeman office/meeting facility. Representative Rush has served as the Ist District Democratic Party State Committeeman since 1991. (During the 1985 to 2008 period, he also served as the Ward 2 Democratic Party Committeeman.) Even as the State Committeeman office, this space has been used very little during the period covered by the question. To the extent Citizens for Rush has made any usage of this space, it has been to place a couple posters on the windows, and to have campaign workers (e.g., Mrs. Rush or a few voluntecrs) stop by to monitor get-out-the-vote efforts and the election day process during the
two or three days near the election. Citizens for Rush has been allowed this minor usage just like various local candidate and party organizations. It should be noted that this space is of extremely low market value, as evidenced by the fact that the comparable iwo spaces available in the building have been vacant for the last one or two years. Under the circumstances, Citizens for Rush has not considered the intermittent, isolated use of the 3361 King Drive space to be something that triggers a rental payment obligation.
2. The mame and contact information of any property manager, property owner, or both, at the locations(s) described in Request (1).

The storage space rented over the last several years is managed by United Storage. The current contact information, obtained from an Internet search and a review of a recent statement, is 407 E. 25 th Street, Chicago, IL 60616 . [Citizens for Rush will use this more current address, first noted in the process of preparing this response, on its next FEC reports.] The phone numbers appear to be (312) 324-3229 or (312) 225-0116, or both.

Upon knowledge and belief, the space located at 3361 S , King Drive, Chicago, Illinois, referenced in Request (1) is owned by Lake Meadows Associates, a limited partnership. Draper \& Kramer, which now appears to be affiliated with DKMallon, manages the space in the Lake Meadows Shopping Center. The current contact person is Dee Wells, with DKMallon,
., Elmhurst, Illinois. Ms. Wells can be reached by telephone at or by
3. The name, contact information and dates of employment of all paid employees of Citizens for Rush at any time between January 1, 2007 and the present date.

Between Jamuary 1, 2007 and the present, Citizens for Rush has had no paid employees. Rather, over the years, the campaign committee has hired individuals as independent contractors to perform various functions for the campaign. Below please find the individuals who performed services for Citizens for Rush as independent contractors between 2007 and the present;

Independent Contractors 2013-2014

John Allen
Chicago, IL, 60637
Sheila Jackson
Chicago, IL, 60680

Independent Contractors 2011-2012

\section*{John Allen}

See Address Above
Michael C. Brown
Chicago, LL, 60637
Lamoune Glover
Deceased

Sheila Jackson
See Address Above
Natt Parks
See Address Above
Warren Parks
Hemdon, VA, 20170
Dave Patterson
Address Unavailable

Natt Parks
Cupeper, VA, 22701
Carolvn Rush
Chicago, ML, 60653

John Preston
Chicago, IL, 60653
Sonny Ross
Chicago, IL, 60621
Carolyn Rush
See Address Above
Kenyatta St. Claire
Chicago, IL, 60653
Chinta Strausburg
Chicago, IL, 60615
Timothy Webster
Chicago, IL, 60637

Independent Contractors 2009-2010

\begin{tabular}{|c|c|}
\hline Keith Harris & Warren Parks \\
\hline & See Address Above \\
\hline \multicolumn{2}{|l|}{Chicago, IL, 60619} \\
\hline & Perry Ridley \\
\hline \multicolumn{2}{|l|}{Stephanie Henson-Gadin} \\
\hline & Chicago, IL, 60608 \\
\hline \multicolumn{2}{|l|}{Chicago, IL, 60636} \\
\hline & Carolyn Rush \\
\hline Sheila Jackson & See Address Above \\
\hline \multicolumn{2}{|l|}{See Address Above} \\
\hline & Flym Rush \\
\hline Jerome Jones & See Address Above \\
\hline \multirow[t]{2}{*}{Chicago, IL, 60653} & Judy Rush \\
\hline & See Address Above \\
\hline \multicolumn{2}{|l|}{Geraldine Laury} \\
\hline & Tammy Taylor \\
\hline \multicolumn{2}{|l|}{Matteson, IL, 60443} \\
\hline & Chicago, IL, 60643 \\
\hline \multicolumn{2}{|l|}{Freddrema Lyle} \\
\hline & Angelia Roberts Watkins \\
\hline \multicolumn{2}{|l|}{Chicago, IL, 60619} \\
\hline & Chicago, IL, 60628 \\
\hline \multicolumn{2}{|l|}{Joseph Mathews, Sr.} \\
\hline & Rev. Stanley Watkins \\
\hline \multicolumn{2}{|l|}{Chicago, IL 60619 19} \\
\hline & Chicago, IL, 60628 \\
\hline \multicolumn{2}{|l|}{Anita Minor} \\
\hline \multirow[t]{2}{*}{Address Unavailable} & Tracey Williams \\
\hline & Country Club Hills, IL, 60478 \\
\hline
\end{tabular}

Disbursements to each of these contractors were disclosed on Citizens for Rush filings with the Federal Election Commission which are publically available on the Commission website.
4. The name, contact information and dates of employment of any persons(s) responsible for recordkeeping, issuing campaign disbursements, or both, for Citizens for Rush, at any time between January 1, 2007 and the present date.

During the period in question, recordkeeping responsibilities have been primarily handled by Sheila L. Jackson, though some recordkeeping assistance has been provided by Carolyn Rush, Representative Rush's wife. Each has functioned in an independent contractor status, so neither has been an employee.

Unil October of 2013, Sheila Jackson and Mrs, Rush also shared responsibility for issuing campaign disbursements, as each had signature authority for the checking account of Citizens for Rush, and two signatures were required. Because Mrs. Rush has had health issues in the last several months, this was changed so that Sheila Jackson can issue campaign disbursements with only her signature required.


Mrs. Rush is currently under health care and should not be disturbed if at all possible. It is suggested that any contact be initiated through counsel or through Representative Rush who is aware of her health status and would know whether Mrs. Rush can be contacted.
5. All files, records, notes, communications, and any other documents that concern any space described in Request (1), from January 1, 2007 to the present date. This request includes, but is not limited to, rental contracts, written lease agreements, and campaign checks reflecting disbursements, possessed by you, your congressional office, or by Citizens for Rush.

Representative Rush, Sheila Jackson (Citizens for Rush Treasurer), and counsel have made a good faith effort to obtain documents responsive to this request. Sheila Jackson has conducted a search for any original rental agreement regarding the storage space now managed by United Storage. Unfortunately, by the time this submission to the Board was promised, she had not been able to get any copies of such rental agreement or copies of invoices and checks related to that storage space. Those documents, standard storage rental space records, will be provided as soon as they are available to counsel.

No files, records, etc. have been found regarding any rental or usage of space at 3361 S , King Drive other than news stories that appear to have been the genesis of the Office of Congressional Ethics preliminary inquiry. See BR00000001-12. While Representative Rush recalls that there was a lease in place when he was using the space for his Aldermanic office (through 1992), he has not been able to locate such lease or any records related to payments on that lease. Representative Rush recalls that some files possibly relating to Citizens for Rush were retained at his home but, unfortunately, those files were affected by recent flooding in his home and they were removed by the crew repairing the damage and placed in a storage space recommended by the insurance company. Rep. Rush believes those files are all old, and they may have no relation at all to the 3361 S . King Drive space (or the Citizens for Rush donations to the Beloved Community Christian Church). Representative Rush and counsel are trying to get access to those files to determine if any responsive documents exist. Meanwhile, counsel has been in contact with Dee Wells at DKMallon (the current property manager contact for the 3361 S. King Drive space), but thus far no related documents have been obtained from her. This response will be supplemented with any documents obtained as soon as they become avalable.
6. A description of your relationships (e.g., Director, Agent, Reverend, Pastor, Volunteer, Lessor, Mortgagor, Signor, Co-Signor) with Beloved Community Christian Church, Beloved Community Family Wellness Center and Beloved Community Family Services, Inc, and all documents reflecting any legal status with those entities, at any point from January 1,2007 to the present date.

Representative Rush serves as the President of the Beloved Community Christian Church, and as the Church's Pastor. Copies of the Church's Annual Reports were obtained by counsel from the State of Illinois. These reports, which reflect Representative Rush's position as a Church officer, can be found at BR00000013-26.

Representative Rush has had no official relationship with Beloved Community Family Wellness Center or Beloved Community Family Services, Inc. in the 2007-present timeframe. Copies of the Anmual Reports for these organizations were also obtained by counsel from the State of Illinois. These reports, which demonstrate that Representative is not an officer or member of the board of either organization, can be found at BR00000027-72.

Rep. Rush was involved in helping all three of the foregoing organizations at the formation stage, and he has volunteered time for his role as Pastor of the Church.
7. All state and federal tax documents issued to you by Beloved Community Christian Church, Beloved Community Family Wellness Center or Beloved Community Family Services, Inc, recording any income you received at any point from January 1, 2007 to the present date. This request includes, but is not limited to, copies of W-2 forms, W-4 forms, or 1099 forms.

While Representative Rush has served during this period as the President and Pastor of the Beloved Community Christian Church, these positions are unpaid. He has not been an employce of the Church, Beloved Community Family Weliness Center, or Beloved Community Family Scrvices, Inc.; nor has he received any compensation for his services in an independent contractor status. As such, Representative Rush has received no state or federal tax documents from any of these entities.
8. The name and contact information of any member of your family employed by Beloved Community Christian Church, Beloved Community Family Wellness Center or Beloved Community Family Services, Inc., from January 1, 2007 to the present date.
In May of 2013, Representative Rush's son, Jeffrey M. Rush, became an employee of Beloved Community Christian Church due to the passing of the former occupant of that job. Jeffrey Rush was hired by the Church to help with logistics, set-up, support, and break-downs of the many Church-sponsored events that take place, and to perform ongoing maintenance and repair duties for the Church. In 2013, Jeffrey Rush was paid \(\$ 6,100\) for his services. A copy of the tax document that supports this response can be found at BR00000073-74. Jeffrey Rush can be contacted at:
, Chicage, IL 60629;
(cell).
Further, Representative Rush along with his niece, Angelique Chatman, serve as officers of the Church but receive no payment for these efforts. Copies of Church's Annual Reports which reflect Rep. Rush's and Ms. Chatman's status as officers can be found at BR00000013-26. Upon knowledge and belief, aside from Mr. Jeffrey Rush, no other member of Representative Rush's family has been employed by the Church since famary 1,2007.

Additionally, upon knowledge and belief, no member of Representative Rush's family has been employed by Beloved Community Family Wellness Center or Beloved Community Family Services, Inc. in the 2007 -present timeframe. Representative Rush's wife, Carolyn Rush, sits on the Board of Beloved Community Family Services, and his daughter, Kacy Rush, sits on the Board of Beloved Community Family Wellness Center, but neither received any compensation for these services. At one point, Representative Rush's sister, Geraldine Laury, sat on the Board of Beloved Community Family Services, Inc, but she received no compensation for this service. Copies of recent Form 990s for both organizations were obtained by counsel from publically available sources. These documenis, which reflect the unpaid nature of Carolyn Rush's and Kacy Rush's service as board members, can be found at BR00000075-308.

\section*{ADDITIONAL RESPONSE TO OFHICE OF CONGRESSIONAL ETHICS REOUESTS FOR INFORMATLON}

Based on the scope of the preliminary review and Requests for Information issued by the Office of Congressional Ethics, it appears that the Office of Congressional Ethics is looking at whether Representative Rush's congressional campaign committee, Citizens for Rush, failed to disclose an in-kind contribution and whether it made improper expenditures to the Beloved Community Christian Church. The opportunity to expand upon these issues is greatly appreciated.

\section*{A. Information Regarding Space Located at 3361 S. Martin Luther King Drive, Chicago, Illinois.}

Representative Rush recalls that in 1983, the office space located at 3361 S. Martin Luther King Drive, within the Lake Meadows Shopping Center, was leased for usage as Mr. Rush's Aldermanic office. This space was used for the Aldermanic Office between 1983 and early 1993 (Rep. Rush began serving in Congress in early 1993.) During his Aldermanic tenure, Rep. Rush was elected as the Democratic Party Ward 2 Committeeman (in 1984) and served in this capacity until 2008. He also was elected in 1990 as the Democratic Party State Committeeman for the 1st District. Both of these party positions carry responsibilities to foster candidates and promote successful policies by working with officials and organizations in the area.

When Rep. Rush left his position as Alderman in early 1993, he continued making incidental use of the space for his local political functions as Ward Committeeman and lst District State Committeeman. Over the years, this entailed providing use of the space for occasional meetings of local political groups like local candidates in the Ist District State Conmitteeman area, and for occasional meetings of nonprofit groups like Harmony Hope and Healing and a school group rehearsing a play. The space has been used also to store records of Rep, Rush's Aldermanic tenure, records and used office equipment of a now-defunct nonprofit (Rebirth of Englewood Community Development), and leftover campaign yard signs of various local candidates and of a joint Obama/Rush effort (fewer than 10 signs). The windows of the space have contained posters of various candidates associated with the 1st District State Committeeman geographical area. The news story that apparently generated the Office of Congressional Ethics preliminary inquiry contained a photo demonstrating this, showing posters in the window for Christian Mitchell, Napoleon Harris, and, jointly, Obama/Biden and Bobby Rush. See BR00000001-09.

Representative Rush's congressional campaign has not made use of the space during the 2007 present period to hold meetings or conduct congressional campaign activities, except for a few isolated occasions, such as gathering with others near election day 10 monitor get-out-thevote and the voting process. Because Representative Rush's campaigns have typically involved
attending community meetings and using neighborhood volunteers, an ongoing campaign office has not been needed. In the 2007 - present timeframe, there has been virtually no activity in the space by anyone acting on behalf of Representative Rush's congressional campaign effort. Nor has Representative Rush's congressional campaign made use of the space to store any records, equipment, or campaign signs. Indeed, Representative Rush's congressional campaign has rented a separate commercial storage space (United Storage) for such purposes. Disbursements for this storage space have been reported on Citizens for Rush filings to the Federal Election Committee.

The primary user of the space, if one is to be identified, has been Mr. Rush's State Committeeman office (and Mr. Rush functioning in that capacity), and even that use has been very isolated and sporadic. The even more isolated and sporadic use of the space by Mr. Rush's congressional campaign representatives reflects an informal allowance by Mr. Rush's State Committeeman office and Friends of Bobby Rush, the committee that supports State Mr. Rush's Committeeman election efforts and ongoing State Committeeman office functions. And this informal allowance is consistent with the informal and sporadic use permitted for local candidates, pary representatives, and nonprofit groups.

In 1983, when the space in the Lake Meadows shopping center was originally leased to the Aldermanic office, the shopping center and surrounding area were relatively vibrant, and surrounding storefronts and office spaces were marketable and valuable. Over the years, however, the space has significantly degraded. It has not been renovated since 1983. Before the period in question, the main stores that fronted near the space were bricked up so that very little foot traffic and security are present. In recent years, the property owner has been considering plans to renovate the entire shopping center, and this potential disruption has further devalued the space in question. In fact, based on information and belief, of the four office spaces in the strip where the space at issue is located, only two have been rented for monetary payment during the 2007 to present timeframe, and both of those have been vacant for the last year or two. The only two spaces used with regularity in the 2007 to present timeframe have been (1) the space used in a minor way for Rep. Rush's State Committeeman office functions, and (2) the space next door used by the rental property manager for most, but not all, of the period in question. During the 2007 -present time period, the space has been essentially unmarketable and is virtually without value.

Apparently due to the devaluation of the property, the property manager has been willing to forego litigation threats or threats of eviction in order to obtain financial payments from Representative Rush's State Committeeman committec (the successor tenant de facto). This almost certainly is because, in fact, it is valuable to the owner to have a tenant using the space periodically and posting signs on windows to indicate activity, thereby increasing the opportunity for the owner to rent the two vacant spaces in the same strip.

After Representative Rush left his Alderman position, he recalls no effort by the landlord of the space to execute a new lease with Representative Rush's State Committeeman committee
(or Rep. Rush's congressional committee, or Rep. Rush in his congressional capacity). From Representative Rush's perspective, the use for functions related to his State Committeeman position was de minimis, and eventually, with the deteriorating value of the space, he assumed he was providing more than adequate compensation for the space usage by making it seem occupied and thereby helping the landlord try to rent the other similar spaces in the shopping center. A representative of the property manager (Dee Wells) indicated to counsel that about a year ago notice had been given to Rep. Rush about potential renovation of the Lake Meadows Shopping Center such that the State Committeeman office usage might have to cease.

When recent stories surfaced questioning the lack of reported payments or obligations on the part of Representative Rush's political organizations, it was decided that his State Committeeman committee (Friends of Bobby Rush) would disclose an outstanding obligation of \(\$ 21,000\) (the amount noted in the news story as the yearly rental value), and his federal committee (Citizens for Rush), would disclose 1/10th of that amount as an outstanding obligation to Friends of Bobby Rush. This was done to demonstrate good faith effort to resolve this in a manner that allows a proper analysis of whether any debt reporting and future payments are warranted. If it is determined that some value should be placed on the State Committeeman committee's minor use of the space, and on Citizens for Rush's even more minor "sub-usage," the two committees will take appropriate corrective action. Representative Rush and counsel are planning to contact Illinois and Federal Election Commission staff to seek guidance on how to proceed.

As the Office of Congressional Investigation knows, there is some question of what Illinois and Federal Election Commission officials will consider to be the proper valuation of the space in question. Arguably, no debt reporting or payment obligation has arisen during the 2007 -present period. Also, there is a specific allowance in Federal Election Commission regulations for use of a meeting room by a political group if the room is made available to civic or community organizations on similar terms. 11 C.F.R. § 114.10. Rep. Rush is hopeful that guidance can be quickly obtained so that the proper remedial steps can be taken if necessary.

\section*{B. Information Regarding Expenditures to Beloved Community Christian Church}

The Beloved Community Christian Church was founded by Rep. Rush and supporters in 2002. It is a nonprofit religious organization. The Church's membership is large and it is considered a religious, spiritual, and social institution in Chicago. In addition to its religious functions, the Church hosts a variety of events for its membership and the surrounding community, including picnics, fundraisers, and dinners. See BR00000309-315. Because the Church is a vibrant, popular organization in Representative Rush's congressional district, whose membership tends to support Representative Rush in his political capacity, his congressional campaign makes contributions to bolster the activities of the Church. The contributions to the Church have been disclosed on the Citizens for Rush filings to the Federal Election Commission.

Under the House of Representatives Ethics Rules, "campaign funds and resources may be used to establish or support a bona fide charitable or community service project in the Member's district." See House Bthics Manual (2008), at 155. This rule applies to "activities that are not overtly political in nature," so long as, in the Member"s "wide discretion" the funds will benefit a campaign or political purpose. See House Ethics Manual (2008), and 154. Given that the Church is a popular institution in Representative Rush's district, and Representative Rush is well respected within the Church community, the positive political effects of contributions to the Church are clear.

Further, neither Representative Rush, nor any member of his family, has inappropriately benefitted financially from contributions to the Church. As such, these contributions in no way violate the House Ethics Rules or Federal Election Commission rules related to "personal use" of campaign funds. Sue House Rule 23, clause 6(b); 2 U.S.C. \(\S 439\) a(b)(1). As described above, Representative Rush serves as the President and Pastor of the Church in an unpaid capacity. See BR00000013-26. Only one member of Representative Rush's family, Jeffrey Rush, is employed by the Church. Jeffrey Rush was hired by the Church in mid-2013 and was paid \(\$ 6,100.77\) in 2013 as compensation for maintaining the Church building and providing preparation and clean up services for numerous Church-sponsored events. He was brought in because of the passing of the gentleman who had performed such functions. He fully carns the compensation he is receiving. While the Church is not overflowing with income, it has had enough income separately to pay Jeffrey Rush's modest salary every two weeks.

To the extent the Office of Congressional Ethics is wondering if funds donated to the Church somehow are being routed to Beloved Community Family Services Wellness Center or Beloved Community Family Services, Inc, to then personally enrich Representative Rush or his family, the attached Form 990 filings (see BR00000075-308) clearly demonstrate that Representative Rush and any of his family members are not receiving any compensation as directors, officers, or key cmployees of those organizations. Moreover, Representative Rush can verify that neither he nor any family member has received any compensation as an employee of any kind or as an independent contractor from these organizations.

\section*{C. General Considerations}

Rep. Rush understands the Office of Congressional Ethics has the responsibility to examine credible claims. In the circumstances at hand, the question of whether any debt reporting or payment obligations arose from anyone's use of space at 3361 King Drive can be resolved perhaps with a joint effort involving the Illinois and Federal Election Commission campaign finance authorities. Representative Rush is willing to facilitate that process if appropriate.

Regarding any claim that Representative Rush has somehow been using campaign funds to compensate himself or family members inappropriately for services rendered, the information provided herein should put any inquiry to a stop.

Scott Thomas and Aimee Ghosh of the law firm Dickstein Shapiro LLP assisted in the preparation of this response. Mr. Thomas and Ms. Ghosh can be contacted as follows:

\section*{Scott Thomas}

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\section*{Attachment 2}

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1825 Eye Street NW | Washington, DC 20006-5403
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May 27, 2014

\section*{CONFIDENTIAL}

ViaE-mail (Paul.Solis@mail.house.gov)
Office of Congressional Ethics
United States House of Representatives
425 3rd Street, SW, Suite 1110
Washington, DC 20024
ATTN: Paul Solis, Investigative Attomey
Re: Review No. 14-8751-- Rep. Bobby Rush

\section*{Dear Mr. Solis:}

This submission is made in accordance with the May 15, 2014 letter to Rep. Rush from Omar \(\$\). Ashmawy, Staff Director and Chief Counsel. The undersigned counsel, in conjunction with Rep. Rush, has prepared the following information to assist the Board in its deliberations. Rep. Rush also requests an opportunity to appear before the Board on May 29, 2014 to make additional brief remarks.

The information below is designed to address what Rep. Rush, and his counsel, perceive to be the areas of interest on the part of the Board and on the part of the investigators who have interviewed Rep. Rush and several other witnesses. The information is presented in summary fashion and without extensive legal citation or argumentation. Both the undersigned and Rep. Rush submit this information based on our information and belief and pursuant to the provisions of 18 U.S.C. § 1001 .

\section*{I. The Space at S. King Drive}

The S. King space was used as an Alderman (city council) office from some time after Bobby Rush became Alderman of Ward 2 in 1983, and through 1992 when he was elected to the U.S. Congress. From 1993 through 2008, the space was used intermittently for Bobby Rush's Ward or State Committeeman party functions. (He was elected to the Ward slot in 1984 and to the State slot in 1990.) Since Bobby Rush gave up the Ward Committeeman functions in 2008, there has been very, very little use of the space at all because more of the activity in Chicago party politics is at the Ward Committeeman level than at the State Committeeman level.

DICKSTEINSHAPIROUP
Office of Congressional Ethics
May 27, 2014
Page 2
Counsel obtained a copy of the lease for the S. King space that was shown to Rep. Rush at his interview by OCE investigators. This copy was provided by counsel for Draper \& Kramer, the firm that manages the space.
- The lease is dated August 4, 1989, though Rep. Rush recalls using the space for an Alderman office from an earlier date.
- It also indicates that the lease "shall expire on the last day of October, 1989, unless sooner terminated as provided herein."
- This 1989 lease indicates clearly that the space was leased for use as an Alderman office. Rep. Rush recalls that while he was Alderman, the rent for this space was paid by the City of Chicago.
- Though, in theory, the Landlord might have been able to claim a month to month lease after the expiration of the lease in 1989, the language of the lease itself suggests otherwise (see next paragraph). Also, Rep. Rush is not aware of any demand from the Landlord for rent.
- The lease contains a holdover provision: "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 premises 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."
- Rep. Rush is not aware of the Landlord ever deeming him or his Committeeman organization (Friends of Bobby Rush) to be in default, and hence recalls no notice of default or demand for possession of the space. It appears to Rep. Rush that everyone involved just "let things slide" because it was understood that the original usage of the space (a full-time Alderman office) had ceased and there was no expectation of any usage of the space that would warrant a rental payment.

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Bobby Rush's Committeeman operation made occasional, sporadic use of the space for election workers of various local campaigns around petitioning time or election day, for a rare meeting with a potential local candidate, and for a rare short meeting with someone like Sheila Jackson to handle Friends of Bobby Rush or Citizens for Rush business because of the central location. Rep. Rush believes all of the foregoing usage would have amounted to at most about 10 days over a 2 -year election cycle, and even fewer days since 2008. Also, the space has been used to store a few leftover yard signs or posters of candidates in the surrounding jurisdictions. These posters are now essentially trash. Further, severai years ago, without any objection from the Landlord, Bobby Rush's Committeeman operation arranged for a nonprofit to hold occasional classes there, and has allowed the storage of a defunct nonprofit's old copy machines and other old Aldermanic and Committeeman records.

There is no indication that after the Shopping Center which the space is located within declined, there was any realistic market value for the space. The nearby storefronts for anchor stores have been bricked up. The other office/store spaces went vacant and unused for several years. The safety in the surrounding areas decreased. The level of trash around the space increased. Though there have been rumors of an effort to renovate the shopping center, that has not occurred since its opening in the late '70s. The intermittent use of the space at the behest of Bobby Rush's Committeeman operation bas tapered off dramatically since he gave up his Ward 2 Committeeman post in 2008. Though Sheila Jackson stated that Citizens for Rush expended some funds once to repair and activate the heating system so that some petition workers could use the space in the dead of Winter in the 2010 timeframe, this only reinforces the argument that the space was in poor condition and rarely used.

For the last six years at least, the value provided to the Landlord by having a few posters on the windows and providing the appearance of some activity almost certainly has been worth more to the Landlord than the space has been worth to Bobby Rush's remaining State Committeeman operation. Also, for the record, Bobby Rush sees no value in keeping the old Aldermanic or Committeeman records, sees no value in the old copy machines stored there, and is perfectly willing to clear out the space, and hand over the keys immediately because the space really has no practical value to his Committecman operation.

\section*{II. The Donations From Citizens for Rush (CFR) to Beloved Community Christian Church (BCCC)}

Rep. Rush is aware of no cvidence that any of the donations from CFR to BCCC were utilized to provide compensation to himself or any family member. Indeed, he has received no compensation as Pastor and President of BCCC. While his son Jeffrey Rush began receiving compensation from BCCC in May of 2013 for services rendered, the last preceding donation from CFR to BCCC was provided in August of 2012, and it was for only \(\$ 1,000\).

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The July \(2013 \$ 2,100\) check from CFR that initially was thought to be for BCCC , was actually paid to Beloved Community Family Services, not BCCC. Thus, there is no reason to think any CFR funds have been used to pay Jeffrey Rush's salary at BCCC. The record established shows that Beloved Community Family Services does not provide any compensation at all to Rep. Rush or any of his family members.

The situation regarding Angclique Chatman involves, essentially, an arrangement for the last four years or so by a longtime supporter of BCCC whereby she is employed by that supporter's company from the Chicago area (a food distribution company), and that company voluntarily allows her to spend her work hours assisting the BCCC. As far as Rep. Rush knows, the company in question does not have any interest in matters that have come before Rep. Rush's congressional committees. While Rep. Rush vaguely recalls the owner of the company at one point asking for assistance on a matter of local regulation of minority businesses, Rep. Rush recalls absolutely no linkage, direct or indirect, express or implied, with the compensation arrangement involving Angelique. Rep. Rush recalls that the above-noted request for assistance predated the arrangement with Angelique by many years, and notes that the individual involved has been a longtime supporter of BCCC and a personal friend of Rep. Rush and his family going back many years before the arrangement with Angelique.

\section*{III. Possible OCE Interest in Rep. Rush's Solicitations}

The interview of Rep. Rush by OCE investigators addressed his solicitations on behalf of BCCC. His solicitation of funds for BCCC may have been to a company here or there that had some interests before Congress, but he always wore his Pastor hat not his Congressman hat during those encounters, and he always steered clear of using congressional resources. Further, the functions and activities of BCCC are religious in nature-not related to his congressional duties, Rep. Rush does not recall any specific solicitations from an interested company, and his perception is that this is unlikely because companies generally refrain from contributing to religious organizations.

To the extent that he was soliciting funds to an organization in which he had some official role (as Pastor and President and one of the "core group"), he only has effective "control" regarding spiritual matters at BCCC, not typical management matters like how significant funds are spent. The latter matters are subject to the "core group" which functions as the de focto officer and board component of BCCC. Further, his solicitation efforts from any interested company have not generated any personal financial benefit for him or his family. Rep. Rush does not recall soliciting any company that has business before his committees just before or during the time that his son Jeffrey has been taking a salary from BCCC. In any event, Jeffrey clearly is providing comparable services to warrant the salary he is paid, and there is no indication that BCCC doesn't otherwise have enough funds to pay Jeffrey. Thus, there is no plausible argument that Rep. Rush is using his congressional position to personally emrich himself or his family.

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Further, if Rep. Rush, as Pastor of BCCC is now forbidden to raise any funds from any entity that has business before any of his congressional committees (because his son is making about \(\$ 1,200\) per month to handle multiple tasks at the church), it would be good to have clear notice of that interpretation so that he can assure his practices stay compliant.

As for questions about potentially raising funds from some organization to help pay off a particular ConEd bill owed by BCCC, Rep. Rush did not recall at his interview the name of the alleged solicitee organization, but the foregoing analysis would apply. There has been no use of congressional resources or position to generate personal gain for Rep. Rush or his family. Also, this particular solicitation (if it took place) presumably took place fairly long ago, well before Jeffrey began getting any compensation from BCCC. Finally, any such donated funds would have been for the use of a church-a purpose unrelated to Rep. Rush's congressional duties.

Rep. Rush acknowledges that the House Ethics Manual at p. 348 indicates that a Member should get advance written guidance if soliciting for a \(501(c)(3)\) "established or controlled" by the Member. This does not seem to apply if the Member has a limited role and there have been many other individuals involved in the establishment and control of the organization. Nonetheless, as Rep. Rush indicated in his interview, he has a recollection of getting some form of guidance from House Ethics about his desire to solicit funds for BCCC several years ago. Unfortunately, Rep. Rush can find no evidence of that process. He does have the vague recollection that he was given the go ahead for solicitations as long as the conditions for not using his official position, not using official resources, and not using any of the proceeds for personal gain were followed. At a minimum, he is hopeful that the OCE Board will give him some credit for having sought such guidance.

\section*{Conclusion}

In view of the foregoing, the undersigned counsel and Rep. Rush respectfully request the OCE Board to take no further action in this matter. If there is an opportunity to discuss any resolution of this matter that stops short of a referral to House Ethics with recommended further action, this would be welcome, and OCE could expect full cooperation.

\section*{Respectfully submitted,}


Scott E. Thomas
Dickstein Shapiro LLP
(202) 420-2601 direct dial
(202) 379-9258 direct fax
thomasscott@dicksteinshapiro.com

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The foregoing is true and complete to the best of my knowledge and belief as of the date of this submission.


\section*{Declaration}

I, Representative Robby L. Rush, declare (certify, venfy, or state) under penalty of perjury that the response and factual assertions contained in the attached loter dated Juht,11,2014, relating to my response to the June 11, 2014, Committee on Ethies letter, are true and correct.

Signature:
Name:
Date:


Representative Bobby L. Rush
Juty 11 2014

\section*{APPENDIX C}

\section*{EXHIBIT 1}

\section*{LEASE}

This Lease. made this 4th day of August, 1989 by and behween LAKE MEADOWS ASSOCLATES,
 (netelnatter reiersed to as "Tenant")

In consideration of the rent to be paid and the covenants to be pettomed by Tenam, the lanclord hereby demises and leases to the tenant and Tenant hereby leases from Landiord, certain premises tn take Meadows 5 ropping Center, in Chicago, thinois the "Shopping Center") upon the terms and conditions herainaltar contained. The Shopping Center consists of the land and all mprovements localed at tha northeast comer of 35 m Street and Nartin Luther King, Jh, Drive, Chicaco, Hinois, and ts legally described as follows:

PARCEL \(1:\)
LOTS I TO 10 NCLUSIVE IN RESUSDIVISION OF LAKE MEADOWS NO. TWO BEING A CONSOLDATION OF lOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE NORTHEAST FRACTIONAL OUARTER OF SECION 3A, TOWNSHP 39 NOATH, RANGE 14, EAST OF THE THRO PRINCIPAL MEADLAN. AECORDED NOVEMEER 27, 1959 AS DOCUMENT 17722039 AND FILED IN THE OFFICE OF REGISTRAR OF TITLES AS DOCUMENT 1890949.

\section*{PARCEL 2:}

LOTS A AND E IN LAKE MEADOWS NO. ONE A CONSOLIDATON OF LOTS AND PART OF LOTS ANO WCATED STREETS AND ALLEYS IN JOHN DE WITTS ADOTTION TO CHICAGO AND NN UNIVERSITY SUEOIVISION AND CERTAIN AESUEDIVISIONS ALL IN THE NORTHEAST FFACTIONAL QUARTER OF SECTION 34. TOWNSHP 39 NOATH. FAMGE 14, EAST OF THE THIRD PFINCIPAL MERIDIAN, RECORDED JULY 8. 1954 AS DOCUMENT 15954451 AND FILED IN THE OFHCE OF REGISTPAR OF TILLES AS DOCUMENT 1539045.

PARCEL 3:
A PARCEL OF LAND COMPAISINE ALL OF LOTS 1 TO 4 BOTH INCLUSIVE, LOTS 22 TO 26 BOTH INCLUSIVE. PARTS OF LOTS 5 AND at TOGETHER WITH THE ALLEYS gETWEEN SAID LOTS IN THE NORTH TIEA OF OAKENWALO BEING A SUGDIVISHON OF PARI OF THE SOUTH HALF OF THE NOATHEAST OUARTER OF SECTION 34. TOWNSHIP 39 NOATH, RANGE IA, EAST OF THE THARD PRINCIPAL MEADDAN EEXCEFTMNO SECTION 34 . TOWNSHI 39 NOATH, RANGE 14, EAST OF THE THRD PRINCIPAL MEADAAN EXCEFTHNG
FROA SAD SUBDIVISION THAT PART CONVEYED TO THE CITY OF CHCAGO FOR STREET PUFPOSES FROA SAD SUBDIVISION THAT PART CONVEYED TO THE CITY OF CHICAGO FOR STREET PUAPOSES
UNDER DOCKET ISGOIA79 AND RECORDED ON MAY A, 1953 , BOUNDED AND OESCRIBEO AS FOLLOWS:

BEGINNING AT THE SOUTHEAST COANEA OF LOT 26 W SAID SUBONISION WHICH IS THE WTERSECHON OF THE WESTERLY AIGHT OF WAY LINE OF THE LLINOIS CENTRAL RAULAOAO WITH THE SOUTH LNE OF SAD SUROIVISION. THENCE NORTH IS DEGREES 44 MINUTES, 43 SECONOS WEST ALONG THE EASTEA. IY LINE OF LOTS 26 AND IN SAID SUBDIVISION A OISTANCE OF 269.8 FEET TO THE NOATHEAST COR NEA OF SAID LOT I WHCH IS THE INTEASECTION OF THE WESTERIY UNE OF THE LLLHOIS NENTRAL RAILAOAD WITH THE SOUTH LINE OF EAST 33RD STAEET, THENCE SOUTH 89 DEGREES SO MINUTEE 15 SECONDS WEST ALONG THE SOUTH LINE OF EAST 33FD STEEET, A DISTANCE OF 2OS, 44 FEET, THENCE SOUTH OO DEGREES I3 MHNUTES, 13 SECONDS WEST A DISTANCE OF 257.25 FEET TO A FOINT W THE SOUTH LINE OF LOT 21 IN SAIO SUQDNISION. THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAD SUBDIVISION A DISTANCE OF 284.17 FEET TO THE PLACE OF BEGINNING ALL W COOK COUNTY, ILLINOIS.

\section*{Anticle:}

BASIC LEASE TERMS AND EXRIEITS

\section*{SECTON I.1 BASIC LEASE TERMS:}

This section contains the baste fease terms agreed to between Landtord and tenent and teletred to atsewhere in this taase. Each reference th this Leass to any ol the basic tease terms shall be constried to Incorporate all the lems provided herminunder each such basic lease term:
A. LEASED PREMISES: SPace C-6

Piemser' shown crosshalcted in red on Exhibit \(B\).
FLOOR AREA WITHIN LEASED PREMISES: apgoximalely 1,506 square feet
8 LEASE TERM: One years.
C. TENANTS CONSTRUCTION AND FIXTURE PERIOD (ARTICLES IH and IV) 60 days
0. FIXEO MINIMUM RENT (ARTICLE Y): 5627.00 pet monih
E. П"


G. INSURANCE COVERAGE (ARTICLE \(x\); \(51,000,000\) for injury or deah of ene person: \(\$ 1,000,000\) for infury or death per occurrence; and \(\$ 300,000\) for propeny damage.
H. USE (ARTCLE VI: As an alcermanic office for Aleerman Rush's local Chicago political Ward, known as the
second ward.
TENANT'S TRADE NAME (ARTCLE V):
ALOEMAAN BOBEY RUSH
J. LANOLORD'S MAILING ADDFESS: c/o Harold J. Carlson Asso'ciates, Inc.

9801 W. Higgins, suite 420
F. O. BOX 929

Rosemont. Illinois 60018
K. TENANTS MALING ADDRESS:

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

N. RADUS RESTACTION (ARICLE VI); One (1) mile.

2

\section*{SECTION 1.2 EXHIBTTS:}

The exhibits listed in this Section and atached to this Lease are incorporated herein by feterence. and are to be leated as a parl of this Lease for all purposes:

EXHiBIT A: Supplement to Lease
Exhbir E: Sile Flantease Pan of Snopolng Centor
EXHEAT C: Tenant Intormation Manual fincluding a description of Landord's Work, Tenant's Work and Tenant Design Criteria)

Exhisit O: Floor Pians
EXHBIT E: Slandad Project Details
Exhiert F: Sign Citheria
(2x)

\section*{ARTICLE II}

\section*{SHOPPING CENTER AND LEASED PREMISES}

\section*{SECTION 21 SHOPPING CENTER}

Landof is the owner of a leasehoid estate in the real property legaly descrited above, and created ty an indeniufe of Lease (the "WYLic Leese") caled Ayfl 1. 1969, belween NEW YORK LIFE INSURANCE COMPANY as Lessor and LA SALLE NATIONAL EANK AS TRUSTEE under a Tusi Agreement dated March 31, 1909, and known as Trusi No. 39320 , as Lessee (a shon formol whith has been recorded in the Office of the Aecoider of Deeds of Cook County, minois on April 1. 1969 as Documenl No, 20798853y as assigned and transterfed by Assignment and Translet of Lease dated March 11, \(\mathbf{6 9 7 0}\), Irom LA SALLE NAIIONAL BANK AS TRUSTEE under Trust Agreement daled March 31, 1969 and known as Trust No. 39320, to Lake Headows Asseciales, an milinois limiled parinership (Lanctoref, and Landord has full authorty to enter into this Leaso.

\section*{SECTION 2.2 LEASED PREMISES:}

Landict hereby leases and derises to Tenant, and Tenani hereby leases from Landord, subjecl to and with the benelli of the ferms of this Lease, the slote premises sometimes hertin teferred to as the "Leasted Premises." which are shown cross hatched on Exhibit B, attached hereto and made a parl thereol. The Leased Premises extend to the exterior lace of exierior watts and the centenine of the demising walls separating the leased premises from the premises of other Ienants in the shopping Centef.

Landiond specilically excepts and reserves fo itsell the use of the rool, the extetior portion of the beased Premises, other than the storetront, ant suth areas within the Leased Premises required tor instatiation, maintenance and repalr of utibly lines and other instaltations required to service other tenanis of the Shopping Center, from lime to time during the ferm of this lease, it being agreed that such ullty fines and other irslallations shall not materially intertere wifh Tenants general use and oceupancy of the Leased Premises withoul Tenants specific consent. No aights are conferred on Tenant, and Landiord specilically excepts and reserves to itsell, undess specilicatly otherwise provided, all rights to the land and improvements below the licor leyel of the Leased Premises and to the air rights above the Leased Premises, and to the land and improvernents tocated on and within the commonateas.

\section*{}
 Lease, subject to the lerms hereol, the basemen storage area tocaled beneath ine Leased Premisementrconsising of the number ol square leel of floot area sel forth in Section 1.1 . . hereot. Tenantheneoy agrees to pay to landiond the monthly tent for satd basement storage area set torm in Sauterti.f. hereol along with paymenis of Fixed Minimum feat and in accordance with the ghaibemts ant condtions concermng payment of Fixed kinimum Fent sel forth in Section 5.1 herpalardathewhere in this Lease. The number of square feel of floor area of any basement storage ares chamerncluded in the number of squate leet of hoor area included within the Leased Premises for at (2)

\section*{ARTICLE Hi}

TERM OF LEASE AND LEASE YEAR
SECTION 3.1 TEAM OF LEASE:
The ferm ol this lease shall commence upon the earhier of
A. The date which is sixty (60) days ather the date landiod gives Tenani notice that Landiond's Work in the Leased Premises is subsiantialty complete. or

8 The date on which Tenant opens the Leased Premises tot business to the public (such date being hereinatiet called the "Commencement Date"]
 pamimisithanathor, unless soonet lemmaled as provided herein

\section*{SECTION 3.2 LEASE YEAR:}

The term "Lease Year" shall mean a petiod of (welve (12) consecutive tuli calendat months, commencing on January in each year and ending on the succeeding December 31. Any portion ol the lease term whichis less than a Lease Year as hereinbelore delined shat be deemed a Partia! Lease Year, the first Partlat Lease Year beginning on the Commencement Date of the ferm ol this Lease and encing on the followirg December 31.

At he time the Commencement Date is established. the parties will prompty enter into a S5pplement to Lease, prepared by Landord on the form allacked hereto as Exhbil A stipulaing the Commencement Dale and expitation date of the term of this Lease, and the floer atea within the Leased Fiemses for all putposes of this Lease. In the event of any conllicl between the provisions of Exhibil A hereto and these of Section 1.1, the provisions of Exhioit A shall be deemed to reptesent the agreenenl beiween ine panies hetelo

\section*{SECTION 3.3 OBLIGATIONS OF TENANT BEFORE LEASE TEAM BEGINS:}

Terant shall perform difgenily such cits cbigations conlained in Exthoiss D , Ëand \(F\) as are to be performed by It priot to the begining of the lease term, and shall complete its wouk not later than sixty ( 60 ) days atter the Leased Premises are made availabte to it lor is work Tenant shall also observe and pellom all of its ooligations under mis Lease fextept tis coligatuons to pay Fixed Minimum Rent, Percerilate Rent, and its pro rala share for chayges tor common area mainienance, feal estate laxes and assessments, insurance charges, and Merchants' Associetion dues of Premotional Fees, If any) from the date upon which the Leased Premises are made available to fenant for its work untit the Commencement Date of the lease ferm in the same manner as though the lease ierm begen when the Leasec Premises were so mate available to Tenant.

ARTICLEN
CONSTRUCTION BY LANDLORD AND TENANT
SECTION A.t CONSTRUCTION EY LANDLORD:
Landiord is in the process of rehabitiating and rernedeling in accordance with applicable governmenial rutes and fegulations. a building(s) in which the Leased Premises are located as shown on Exhibit B, and has constructec the Leased Premises as shown on Extitia B , wutstantially in accor dance with the ouline specifications chescribed in the exhibit entived "Landlotd's Work" and allathed hereto as Exhibit 0 . Tenann agrees that no mechanical or struclural adduliens of minor changes from any plans of trom said outhen specifications which may herealter be made ouring the construction of the Leased Premises snall change the provisions hereo. The leased Premises and Landords Work shall be deemed accepled and approved by Tenant in all respects excepl lor hems of Landiords Work which are hol completed or do not contorm to Exhibtt C. and as to which Tenant shall have given notice to Landlord wint thity (30) days aller the last day allowed to Tenant lot the completion of Tenant's Work as provided in Section 1.1.C. Any disagreement which may atise between Landlord and Tenam with relerence lo the work to be perlormed by eithet pursuant to Exhibits C. D, E, and F, or whether such work has been properly completed, shall be conclusively resotved by the decision of Landionds alchitecl

\section*{SECTION 4.2 CONSTAUCTION EY TENANT:}

All work other than that to be patormed by Landlord is to be done by Tenant in a gocd and workmantike mannet, by bonded conlractors approved by Landiord, at Tenants expense and in accotdance with the outline description sel lorth in the exhiblt enitied "Tenant's Work" and attached hetelo as Exhibit C, the Design Citherla sel forth in Exhibits D, E and F. and the plans and speclications hereinatter relerred to in this Section 4,2 . Tenant agrees lo submil to Landord, within fony-five (45) days from the date Tenant recelves blockouldrawings of the Leased Premises fiom the Landiord's archilect, complete pians and specifications including engineting, mechanical and electical work covering Tenant's Woik as described in Exhiom \(D\), in such detan as Landiord may recuirs and in compliance with Exhibits C, D, E, and Fand all applicable slatutes, ordinances, regulations and codas, cenilied by a lleensed registered architect and, it tequited by the Landord, a licensed fegistered protessionat engineer, Within forty-ive
(45) days alter feceipt of Tenant's plans and speclications, Landord shall retum to Tenan one set of such plans and specilisallons marked approved. approved as noted, or feviseliesubmi. Tenan shall then act in accotdance with Exhibis C. D. Eand F. Il such plans and specibeations ata nel so submited wimin sald torty-ive (45) days or 11 Tenant tails lo complete the wotk required by this Seclion 4.2 in a limely mannet, tandord may, at is oplion, either (a) proceed win Tenan's Work, as hereinabove provided, and any changes of fevisions thereol recured thereatter shall te made al Tenants sole expense flanctord shall have the righl to detemine whe her said changes shall be made by Landord's contractor of Tenant's contracton), or (D) exercise any temedy tor defaul provided to the Landord by Article XVI hereot.

\section*{SECTION 4.3 WAVER OF LEENS:}

Tenant shall chtain hom each conlrector, subcontractor, materiaman of tha fike, a waivet of any mechanic's fien rights against tha Landiort, which waiver (in tom and substance satislactory to the Landord) shath be delivered to the landlord tetore any work to be petformed by Yenant begins. Nolwithstanding the foregoing sentence, shoutd any such lien be made or fied. Il shall be discharped with a feasonable time by Tenams either by payment or by the fiting of the necessary bond. Tenanl shat not pledge or encumber is irade fixtures or of er personal property in the Leased Fremises without oblaining the prior written eonsent of Landlord. Any consent ty Landiod shall apply onty to the uansaction authorized and shall not constibte a waiver of the necessily of such consent for any subsequen transaction.

\section*{ARTICLE V}

RENTS

\section*{SECTION S. 1 FIXED MINIMUA RENT:}

Tenant hereby agees to pay to the Lardord curing the term of this Lease, at Laxdlord"s malling addess as se forth in section 1.1.J. or at such other place as Lantion may designate in withe from lime io tume, the Fixen Minimum Rent sel forth in Section 1.1.D. duting the lerm of this Lease. The Fixed Minimum fent shall De payabte in equal monlhy installments, in advance, on the lifs day of each and every calendat month duting the term of this Lease, withoul prior demand and without any dectuctions ot setolls whalscever. Should the Commencement Date ol this Lease occur on a day othet than the lirst cay ol a calencas month, the first payment of Fixed Minimum Ren which tenant shall make to Landord lor suth partal monin shat be protated on the basis of the ratio of the number of days temaining in the month from the Commencement Date to thity (30) oays, and shall be payble on the Com mencement Dale. Other charges payable by Tenant on a monthy basis hereundef finetuding without limitaion me common afea charge) shall hewise be protated.

\section*{}

4, deduction or seloll, an amount equal to the percentege of Tenant's Gress Sates in excess of the griar tigure ("annual mintrum Gross Sales"| specibied by Section I.1.E. hereol. Such Percentage Rent shall bepayoble as set torth below, in the ovent the Fixed Minimum Fent for any lease Year is reduced, boated or incregred lor any reason, the annual minimum Gress Sates shath be redured of incteased proportionalely. Should thy Commencement Date ol this Lease occur on a day other than the litsi day of the calendar month, the Gross Salgo for such pattial month shat be added to the Gross Sales for the first full calendar month of the term of this Lgrse for puposes of detemining Petcentage Rent.

\section*{A. Payment of percentage rent:}

On the liteenth day of each tul catendar month of the lease teys, and on the liteenth day atter the end of the tease term, Tenant shall pay to the handiord a sum equalto the pegrentage spectied in Section 1.1.E. of Gross Sales lor the preceding calender month in excess of onelwelth (1) 2 ) of the amual minimum Gross Sales then ao pricable.

Within sixty (60) days ather the end of aech Leasy fear or Partial Lease Year, Tenan shall deliver to Landiord a siatement, certified by an independent Cerified Pywic Accouniant feasonably satisiaclory to Landord, ol the Gross Sales tor said Lease Year or Partal Lease Yeat , The cerlitied statement establishes an overpaymen of Percentage Rent, the Landiord shati, at its sole oplion, gimet credit such overpayment on the rents due subsequently under the Lease undil such credil is exhausted, of ghand the excess amounf to Tenant within thifly (30) days atter receipt of Tenant's certitied statement ol Gioss fales. For any Partial lease Year, the annual minimum Gross Sales used for the computation of Fercenage Regh and all annual charges due under this tease shall be protated on the vasts of the ratio of the numbet ol cays/1 such Pattial Lease Year to 360 . The covenants of Tenant set lowh in thas Section 5.2 shall survive the explatifl of othet terminalion of this Lease.

Tenant shall be oylgated to pay to Lenclord interest on all sums above specilied and on all surns and charges Tenant is obligatedro pay under the terms el his Lease. Such sums and charges shall bear interest tom the date said sums and chiges become due and remalh taposid untit he cate said sums and charges are paid in fult, Interest shall be al afte equal to the tesser of (1) wo percent ( \(2 \%\) ) above the pime rate of inferest in effect at the First Nafienal Bary of Chicago. of lis successef, or (2) the maxmum rate permilet by tow as of the date said sums and mingon

\section*{8.}
 of, in conmection with and tor all merchandise, servicas or other cparations or bustnesses sotd or rendered \(y\) on aboul or from the Leased ftemises by Tenant of any subjenants, licensees or concessionaires, whethe tor fosh of on a charge, credit or time basis, wilhout reserve of deduction io thablity or failure ta collect, Including/but not limiled io, such salas and services (i) where orders orlginale andor are accepied by Tenant in the Lease premises but delivery of peflomance thereol is made form of al any place other than the Leased Premises: 12 foursuant to mall, telegraph, teleptone or oher sintlar orders recelved of filted al or in the Leased Premises, of by means of mechanlical and other vending machines th the Pcentses; (4) which Tenant ha the normal and cusy frary ceutse of Cusiness would crecil or altibute to its Dusiness upon the Leased Premises of any parl of pyits theyed. Such amount shall be adjusted by the deduction fll originaty heluded th Gross Sates) or exclusion, fhe tase may be from Gross Sales of the following, provided that separale records are mantahed tor such degections or exclusions: (1) amounts of relunds, allowances mada on meschandise clamed to be defective of unsajfiactery or discounts io customers, provided that il such refunds, aliowances or ciscounts are in the 10m of 9 credits shall be included in Gross Sales when used, (2) exchanges of merchandise beturen whe exchanges are made solely for the ogeration or Tenant's bessiness and nol lor the futp sale which has been made at, in, on or from the Leased Premises andior tor the purppes of depriving the landotd ol the benati of such seto which ofhetwise would have been made at, in, on of from pheased Premises; (3) amounts of seluncs or allowances made with respect to merchandise retimed by tenany to shippers of manulacfurers; ( 4 ) sele of trate fixtures or store operaling equipment after use thereot in the ponduct of Tenant's cusiness in the Leased Premises: (5) all sums and credits received h settement of ckims if loss or damage to merchandise: and (6) the amount of any excite of sales tax tevied upen tetai sates and payator ovet to the appropthate goveramenta authotily, provided that specitic record is made at the the of each sate of the amount of sales tax, and the amount therect is expressly charged to the customer. Il any one or mote depantrents or other divisions of Tenani's butiness shall be conducted by any sublessee, concessionaire, licentes of oft fwise ha said Premises then there shall be in cluded in Gioss Sales for tha purpose of fixing the Percentage Fer hereunder all ol the Gross Sates of such omi sions or depatments, whether such sales be made at the leasedf temises of elsewhere, in the same mannet and with the same elfect as if the business or sales ol such depaatpents and civisions had been conducted by Tenan itsell, provided that rothing contained herein shatl prevent ife Landord trom requiring an additional or difteren Percentage Rental as a condition to approval of atyy sublesfee, concessighaife ot ticensee of Tenant heteunder. Nowwhstanding the foregoing provistons ol this Section 5. . B , each sata upon instalment, credit or layaway shat be freated as a sate for the foll prise in the month duting which such sale shat be made, irrespective of the time when Tenant shall receive payment Hom lis eusiomet

\section*{C. BOOKS AND AECOADS:}

Tenant agrees to accurately recerd at satey/h accordance with generaly accepted accounting principtes and pracices and to relain cosies of all records ofoss Sales and all sales tax repork, which records shat be pre served by Tenant and made avalizble al ail ighsonabte times to Lendord upon demand al the Tenan's pincipal office in minois, or. It Tenam does nol have oprincipal place ol business in minois, al Tenants pincipal office in the continenial Unitud States. Tenan agreesfo preserve at of its sales records lor each Lease year or Parfal Lease Year tor alleast thee (3) years trom ing end ol sato yeat. Tenanl agrees to deliver to Landord a siatement of each monit's Gross Sales on or betore ing fitteenin day of the following month, and copies of all intormalion or othe returns hited regarding state sales apd use \(13 x e s\) which will relate to the Leased Pternises. Thant shall requise all permitted subtenants of licenseeg. If any, to tunish similat slatements. Landoid, lis audion or other cesignated representalive shall have the nigh, no more than once a year, to audi all pertinent books and recotds of Tenant loi the purpose of veitying amuaystatements submiled by Tenatit to Londtord and the actual amount of Gross Sates as nerein delined. All expense 9 such aucin shall be borne by Landiord untess such audil shall disclose addillonal habilty ter Percentage fent wity respect to ary armual statement of two percent \(\{2 \%\) ) or more on the part of Tenant, in which case all expense, fcluving liaval and selated expenses, of such audil shall be borne by Tenant. In the event such audit discloses afoltonal liabilly for Percentage Fent with fespect to any annual stafersent of five percent ( \(5 \%\) ) or more on the fill of Tenani, Landord shall have the right within one hunsfec eighly ( 180 ) days of feceipl by Landiord of the esphts ol such audi, in addition to any other nights herein provited, of otherwise available, to terminate this Lease upen thity ( 30 ) deys* prion whiten rolice io Tenant. if it shall be detormined as a resull of such audit that herepas been a deliciancy in the paymen of Percentage Rent, then such deficiency shat become immediately dugpnd payabla wibh interest at he rate sel loth in this tease, from the date when sald payments should have been ryda. In the gvent Tenant shall be delirquent in furntshing to Landlord any monthy of annual sates statement or syfernents required harsunder, then Landtou shat have the figh, at ils sole eplion, without nolice to con. duct such audits provided above and any and all charges occasioned by feason thereol shall be the sole coligation af Terift and payable on dernand, of to treat sueh delinquency as a breach ol the Lease entiling Landiord to exer-

\section*{SECTION 5. 3 ADDITIONAL RENT:}

In acdition to the loragolng Fixed Minimum Fen madfuantagonoon, afl other payments to be mace by Ter ant hereundet, eilher to Landiort of to the Merchants' Asscciation, shall be deamed loa the purpose of seculthg the collection thereol to be additional tent hereundet, whether or nol the same be designated as such, and shall be due and payable on demand or togelhet with the nexl succeeding inslalment of fixed Minimum Rent, whichever shat first occur; and Landord shall have the same rights end remedtes upon Tenan's lailure to pay the same as lot the nonpayment of the Fixed Minimum Rent. Landiod, al its alection, shatl have the tigh gut not the obligation) to pay for or petom any act whith requires the expendinte of any sums of money by teason of the tailute of negtect of Tenant to cerlemm any of the provistons of this Lease within the grace period li any, applicable theralo, and in the evani Landlord shall at lis elsction pay such sums or petform such act fequlting the expenditure of monies, Tenant agress to reimburse and pay Landiord upon demand, all such sums, which shall be ceemed to be addilionat rent hersunder and be payable by Tenam as such.

\section*{AATICLE VI}

OPERATION OF BUSINESS AND USE
SECTION 6.1 USE:
Tenant agrees that the Leased Premises shall be used and oceuped by tenani of anyone chairving under Tenant only tor the purpose spectited as the use hereol in Section \(1.1 . \mathrm{H}\), and tor no other purpose or purposes wihout the pilor wiften cortsent of Landiord. Tenant shall cperate lis bustiness in the Leased Premises under the trade name specified in Section 1.1.t. of the lease (feranil iepresenting thal il has the fighi to use such name) untess Landoro srall oinerwise consent.

Yenant shati not fal use the Leased Premises, nor any pan ol the Shoping Canter, nor permt same to be used for the mamulature, sale, barter, trade, gift or service of lntoxicaling liquors of any nature whaisoever, as the same shall be detined under the statules of the United States, or any state, muncipal 0 any oher governmental authonity hawing fuisdiclicn, or fb) at any lime sell, purchase, store, of give away, or permit the sale, purchase or gill bi, lood in any lom: by or to any of Tenan's agents of employees or any oner pallies on the Leased fremises excepl as ex peessly permilled by 5 ecion 1.1.H. hereet.

\section*{SECTION E. 2 OPERATION}

Tenant agrees to operate one hundred percenl \(\left(100^{3 \%}\right)\) of the Leased Piemiset al all reasonable business hours duing the ferm of this Lease unfess prevented from doing so because of lire, accident, aci ol God or oher cause beyonc Tenant's control excluding tinancial causes, and Tenanl agrees to keep open the Leased Premises and difigently pperate the business conducted therein, using a sullicient nursber ol adequately frained personnel tor elficient sevice, during such hours and on such days and evenings of the week as may be detemined by the Landord. Tenant agrees to conduct Tenant's business al al times in a first-class mannet consistent with repulable business slandaros and practices, in good laith and in such manrer that the high reputation of the Shepping Center is maintsined. Tenant agrees to keep the store adequately stocked with new merchandise in firstretass concition and Tenant agrees that storage and othice space in the Leased Premises shatl be limiled to that necessary for, and used in conjunction with, the Leased Prertises. Tenant shat not use the areas acjacent to the Leased Premises for business puposes.

Landord and Tenant agree that having the Leased Piemises open for business duting such hours and on such days and evenings of the week as may be detetmined by landiof and opetaling one hundred percent (10c\%) of the Leased Premises at all limes duing the term of this Lease in the manner sel forth above goes to the essence of the parties' agreement hereunder, and that Tenan''s faiture lo periorm its obligations will resuli hn automatic daprivation to Landiord for which Landord's other remedies hereunder of al law may not be adequate it is, therefore, agreed that in the event of any viokation of the aloresald by Tenant curing any day of any month during the term of this Lease. the fixed Minimum henl for said monih shall be inceeased to one bundred hify percent ( \(\mathbf{5} 50 \%\) ) of the rate lor the month in which Tenanl so fails, plus one bundred filfy percen! ( \(150 \%\) ) ol one-fwellth ( 1112 ) of the Porcentage Renl pald in the prevlous Lease Year or Fantial Lease Year (on an annulized basis), as the case may be. The remedy provided in the previous sentence shall not be in liev ol Landlonds other remedies hereunder of al law and acceptance by Landioft of such shall nol be deemed an election of remedes or preclude Lanclord tom seeking any oller remedy for said viotation or a subsequent viotation, incluting wihout trmitation, specilic petiomance of temination of this Lease ci Tenant's tight to possession as set lorth in Aftcle XVI hereol.

\section*{SECIION 6.3 TENANT'S COVENANTS REGARDING OCCUPANCY:}

Tenant agrees to comply promply with all iaws, odinances, orders and regutatons aftecting the leased Premises and the cleanliness, salety, bperalion and use thereol. Tanant aiso agrees to comply with the recommendations of an insurance company inspection bureau or similat agency selected by Landord with respect to the

Fenant agrees not to install any electrical equipment that ovetoads lines servicing the leased fremises. In comeclon with the insiallion or use ch any elecuical equipment terani shali at tenan's own expense make from time to lime whatever changes are nocessay to comply with the requirements of the insurance undemfiters, governmental athorties, inspection bureau, or hsurance Inspectors designated by Landiord.

\section*{Tenant agrees nol to:}
A. Pemil any unlawlul of immoral practice to be carted on or commited on the teased Premises:
B. Make any use of cr allow the Leased Premises lobe used in any namet or for any purcase maf migh iovait date or increase the rata of landord's insurance thered:
c. Keep os use or permil to be hept or used on satd Leased Premises any inlammable livids or explesives without in each instance colaining the prior witten approval of tandord:
D. Use the Leased Premises tor any purpose whatsoever which might create a nuisance of injute the repuration of the Leased Premises of of the Shopping Center;
E. Deface or injure the buiding of Leased Fiemises.
F. Ovettoad the lioors; or
G. Conmit or sutter any waste.

Tenam agrees lo pay any herase in the cost of insurance 10 Landord as a tesult of any unauthorized use of the Leased Premises by Tenan, but said payment shall nol consitule in any mannet a watver by Landord ol its tight to andores all ol the covenants and provisions of this Lease.

\section*{SECTION 6.4 RADIUS RESTRICTION:}

Tenant agrees not to directly or indireethy engage in, own or operate any business sinitar to that authorized to be conducled hereurder or to permi the use of the same or similat fiafe name in connecton with a plate of ousiness focated with the cistance sel torth in Section 1.1.N. providod, howevar, thal nothing hetein shall be corstrued to prevent the operation of any of Tenant's existing siores under theld present wada names. The panies mutually contemplate thai Tenant's initial developmen of sales within the atonescribed distance wili reasonably resull th the amount of rent payable to Landord in excess of the Foxed Minimum Rent sel fortherein and therghe agree, that in the event of any volation of the covenant contained th the pavious sentence, if adrition to all the semedies provited lor herain lor delaull or oherwise available, gross sales, incorve, recepls, ravenues and chatges for and in cornection with all mercharifse, services or other operations or businesses sold or renderedin, on, about for and in cornection with all mercharmfe, services or other operations of businesses sold or rendated in, on, about
of from the business focation of tocations which vibiate the alorementioned radius restichion shait be inctuded of from the business iocalion of tocations which vibiate the alorementioned radius res
within the tem Gross Sates for puposes of deteminiag Percentage Fent hereunder.

Anticle vi
TAXES AND SPECIAL ASSESSMENTS

\section*{SECTION 7. REAL ESTATE TAXES AND ASSESSMENTS:}

In addition to the other anounts set form in mis Lease, Tenant agrees to pay Tenamts propotionate shate of the following: (a) all ceat estate laxes and assessments, beth genetal and special, tevied and assessed by any lawtul authoity, for each catandat yeat cuing the letm hereol against the butding which includes the Leased Fiemises, and atl land, buldings and all oher improvements within the Shopping Confer for any tand of imporvements which may be added theselol which ate assessed with said buitding: and (b) ad vaicrem taxes lot Landiord's perscnal progety ussod in conjunction therewith. Tenanfs proportionate shate shall be the lotal amount of such laxes and assessments muliphed by a fraction, the numerator of whith shaf be the number of squate feef of thoof atea within the teased Premises, and the denominator of which shall be the rumber of squate feel of floor ares which was leased and occupled at the time such laxes wera hevied or assessed within all buidings within the shopping Center which are assessed win the building which includes the Leassa Premises. Cepies ol lax bill submitled by Landord to Tenant shall te conclusive evidence of the amounl of such feal eslate laxes and assessments levted or assessed. as weh as the liem taxed.
 (1/n2) of Tenant's propontonate shate of real estate texes and assessments tor the curtent year, as reasonably estimated by Landold. Il Tenants propontionate share of taxes with respect to any fax year is tess than the tolat amount thetetolore paid by Tenant lor such period, the Langicte stat at ins sole option eifher credit the exeess against the payments with respect to real estate tazes next becoming due from Tenant, of telund the excess amoun to Tenant within thity ( 30 ) days alter teceipl of lax bilts lor the retevant period il Tenant's proponionate stare for taxes tot any tax year exceeds the fetal amount theretotere paid by fenant for such petiod. Tenart shati, upon teceipl of involess from Landord, pay the dilerence betwgen the aclual amount paid by fenant and Tenant's propo:licnate shate of ieal estate texes and assessments. The covenants of Yenant sef forth in lhis Section 7,1 shall surwive the explation of other temination of this tasse

\section*{SECTION 7.2 CONTEST OF REAL ESTATE TAXES:}

Landforc's expondlures for athoneys' fees, appraisers' fees, experts' fees and other costs incurred in any Lease Year, whont fegard to the lax yeat knotyed, In any elforts by Lanotord to minimber real estate taxes and assassments, shat be trchuded in the celinition of teal estale laxes and assessmenta for the purposes of this Articie.

SEOTION 7.3 MUNICIPAL, COUNTY, STATE OR FEDERAL TAXES:
Tenan shat pay. betore detinquency, all municipal, courty, slate ard federal taxes assessed against any tasehold introst of Tenam of any fixtures. furashings, equ-pment. stock-intrade or ohet personat property of any kind owned, Installed of used in ot on the Leased Promises.

\section*{SECTION 7.4 RENTAL TAXES:}

If, alany inne after the dale hereol, the methods of taxation shalite atered so thal inlieuol, as a substiute for or in addition to the whole of any part of the faxes now leved, assessed of imposed on tatat estate as such of personal properiy, there shall be levied, assessed of impesed a tax, assessment, levy, charge, iee or the bike, neluofing whthoul limation: (a) a tax on the fents secelved from such feal estate, of (D) a charge or lee of any nature whatso ever (frctuding, withoul limitation, a license lee, tranchise lee or the bike) measuted by the rents received o lecelvable Dy Landiond 1 tom tha Stiomping Cerier of any pontion ineted, or (c) a charge, tax or tee imposed tpon landlord which is otherwiso measured by or based in whole of in part upon the Shopping Center or any portion hereol, of (d) an income of franchise tax, then the same shall be included in the computation of teal estale taxe heteuncet, computed as if the amoun of such tax of fee so payable were thal due if ine Shopping censer were the onty propenty of Landord subject thereto

ABTICLE VH

\section*{COMNON AREAS ANO FACILITES}

\section*{SECTON Q.1 COMMON AREAS AND FACHITIES:}

The term "common areas" shall mean the parking areas in iats of at grace, pedestrian sicewaks and canopies, maks enciosed ot poen, exierior walls and windows. landscaped areas, steels. passencet vehicle tose ways, truck wathays, passageways and eoncourses, senvice conicurs, loading platlorms ind fruck docks ways, truck waways. Dassagekays and concoures, service contiors, loading pathoms ind fruck docks, lelephone boohs, public and common washrooms and service areas, lounges and shelters and any oher lacilities ayailable for common use, all as they may fom the to time exust within the Shopoing Center at the commencement of the term hetect and by addition, deletion and sutstitution by Landiord thereafer. Landoud may at any time close any common ateas to eflect construction, fepaifs, alierations, adotions or changes thereto, of within the Shopping Center toptevent the fcequisitiors of publt righs in such areas, or lo discourage non customer patking: and may o such ofaer acts in and to the common areas as in ths fugmenl may be desitable to implove the convenienc hereol. The maner in which the commen areas and lacifies shall be mainained, allered and eperafed and the ex pendtures therefor shall tee at the sole discretion of tanctord

\section*{SECTION 8.2 USE OF COMMON AREAS AND FACILITIES}

Landord hereby granis to Tenani and tenani's cusiomers and invilees the fight lo use, subject to the condlions hereinaltet stated, the common areas in the Shopping Center, the use of the common areas by Tenant and Tenants customers and invitees shall be subiect to the fighls of tandord undet the terms of this Lease and the following conditions:
A. The common areas shall be used by Tenant, is agents, empeyees, customers and inviepes, in commen with agents, empioyees, customets and inviees of tandord, the other ownets, occupants and tenanls from time to linte in the Shopping Center;
Q. Tenant's fight to use the cermon aceas shall terminale upen the Iemination of this Lease by lapse of time of of enerwist:
C. Tenant shal make no use of the common areas which shallinientere thany way with the use of the common ateas by others of with the business of any onter Tenant of with the Landiud.
0. The tise of all common areas shall be subject to the rules and teguations fiom time to time aperoved by Landtord, inchuing the right of Landiord to institute a patking system by validation, metering or otherwise.
E. Landtord shatl have the fighitron lime to the io constwct other temporary and parmanent butidings of im. provements in common areas.

\section*{SECTION 8.3 CHARGE FOR COMMON AREAS AND FACILITIES:}

Tenant shall pay to Landiord as a "common area charge" a propertionate share of all cosis and expenses of every kind and nature paid or lncured oy Lanclord in operallong and maintaining the common ateas. Such cosis and expenses shat include but not be limited lo. cteaning. fighing, mainlaning, repaiting and reptacing (except to the ex. tent proceeds of insurance or concermation awarcs ate avaidable therelof) the malls and other common areas maintalning, repairing and raplacing the gas, electic, sleam, cold water, and other thilicy lines selving the Shopping Center, cleaning, lighling, snow and ice removal, line pabling: and landscaping of all venche parking areas and oner common areas; provting pubtic hablity, propenty camage, lire and extended coverage and such othet insufance as Landors deens appropiale, lolal compensalion and benetis fincluding premiums ior Worknen's Compensalion and other insuancel pald fo of on behall of employees, personal plopery laxes: supplies; tire prolection and fin hydrant charges; walet and sewer chatges, wility charges; licenses and peimil fees; supplying music to the conmon areas; reasonable deprecialion ol equpment used in opetaling and maintainhy the common theas ano fent paid for teasing sny such equipment, the amorlized cost of repaving vehicle parking areas: and an amount aqual to bileen percent \((15 \%\) ) of the tolal of all the foregoing costs and expenses to cover hardifor's admistratwe costs. Tenant's comman area charge shall be delemined by mutiplying the total cosil incured by Lanclord by the ratio of the square feel of floor area whin the teased Premises to the tolai square feet ol lloor area leased and occupied within all the buildings in the Shopping Centet. Fof the purposes of Sections 7.7, 10.1, 10.4, 20.1, 202 and 24.19, as well as this Section 日.3, the ferm lloor area" with respect to he Leased fremises and with respect to al
 tion shall be made for columns, stairs, elevalors of any interior constuction ot equipment, but ateas within malls whether open of enclosed, shall not be included. Any change in floof area in such bulldings shall be deemed in ellec on the fitsl day of the next succeeding month loliowing such change. The floor area incluged within the Leased Premises strall conchusively be deemed for all purposes ol this tease to be the lighe for same set torth in the stp plement to Lease enteted into by the Landlord and Tenant in accordance with Section 3.2 hereol.

Nofwithstanding the foregoling provisions of thas Section e.3. the common area charge shath, at Landord's opfion, include the cest of tental insurance cartied by landerd in amounts equal to the fotel annual obigation to Landord of an tenanis of the Shopping Center. Tenant's pro rata portion of such cosis shall be delermined on the basis of its annual liabilify to Landiod lor fent, laxes, assessments. Insurance premiums, and ohes common area charges tater than the thoor area of the Leased Pemises.

Tenants commen area charge shall be paid in monthly instakments en the fits cay of each monthin an amount \(t 0\) be estimated by Landlord. Within ninely ( 90 ) days following the end of the perion used by Lanclord in estinating tandion's cost. Landtord shall funish to Tenant a statement of the actual amount of Tenant's pioportionate shate of such common area charge for such period. Within fiteen (i5) days thereather, Tenant shan pay to handordo Landord shall, at is sole option, pay to Tenant ot credil to Tenant's actount, as the casa may be, 1 ? ditlerance be tween the estimated amounts paid by Tenant and the actual amount of Tenants commen area charge for such period as shown by such stalemen.

\section*{ARTICLEDX UTHUTES}

\section*{SECTION 9.1 PUBLIC UTLUTIES:}

Tenan shall be soiely tesponsible for and promptly pay al charges for waits, gas, heat, eectricity, sewef and any other ultify used upon or furnished to the Leased fremses. It Landtou shall elect to supply any ol the foregoing ulities used upon of furnisted to the Leased Premises, Tenant agrens to putchase and pay for the same as addi thonal tem, whin ten \(\{10\) diys of the presentation by Landior 10 tenant of bits hetefor, at the applicable fates fited by the vility company satwing the atea with the propet regulaing authorlty and in eltect fom tine to lime covering such semices. The optigation of the Tenant to pay for such utilites shall commence as of the date on which possession of the Leased Premises is defivered to Tenant, as provided for in Section 3.1 of this Lease. without regard to the formal Commencement Date of this Lease. Tenani's latitue to make limety payment of any wilify bitts shail be a material breach of this Lease. Landlod may, but is not obligated ta, pay any ullily bill which Tenant tails to pay in a finely manner. If Landiord so elects to pay Tenant's ulitily bills, Tenan shat, without preludice to any remedy ior terant's breach Landord may have hereundet or oherwise. pay to Landiond an arnount equal to sne fundred and (wenty-live percent ( \(125 \%\) ) of any such paymen as acditonal rent hereunder.

\section*{SECTION 2 HEATING AND AIR CONDITIONING:}

Landord may elect to turnish steam in reasonable quanlitiez for heating me Leased Premises, and may elect to lumish air concitioning watet and domestic water as tea sonably tequited in the operation of Tenenf's business. th the event of either of both such elections. Tenant shall pay to tandford a reasenable charge for such utlity services on the ifst tay of each month, In adyance, In an amosnt equal to one-fwellin (the) of the amount of such charge estrmaled by Landlord lor the catendar yeat in question Landlord shall lurnish Tenant a slatement showhg the compuation of the aetual charges lor such ublty services within one hutcred eighty 11001 days atier the close of the calandat yeat in question, and the amount of any overpayment by Tenand shat at tanclord's sole option, be either

At charges lor ullity services lunished by Landotd shall be deemed to be acditional tent herounder. Neither The Landort, nor any company, bum or indivieual cperating, mantainitg, managing or supervising the plan or lacitlies fumisting said uilutes, not any of their respective agems or employees, shat be liabis to tenant of any of Tenants empleyees, agents, customets or tivilees of anyone ctarring theough or under Tenant for any damages. ofurles, tesses, expenses. claims or causes of action because of any interfuption or discontinuance al any lime tor any teason in the furnishing of any of said uthtiest nor shat any such intertuption or discontinuance be deemed an evtetion or distubance of tenanis use or possession of the Leased Premises or any pant inereof; not shall any intertuption or discontinuance telieve Tenan from fult petformance of Tenants obligations under this Lease.

ARTICLEX
WDEMNITY AND INSURANCE

\section*{SECTION 10.1 LANDLORD'S INSURANCE}

Landord agrees to purchase and keep in full forte and elfectinsurante on tanctoros buitings in the Shepping Center agalnst fire and such other tishs as may be included in extended coverage insurance fom time to time available in an amount nol less than the greater of eighty percent \((80 \%\) ) of foll insurabla replacement value of Lardlart's buldings th the Shopping Center and Tenants Wok exchuding the applicable liems io be insured by Terant under Section 10.2 hereol, or the amoun sulficient to prevent Landiord from becoming a coinsurer under the terms of the applecabla policies Landord's insurance coverage for Tenant's Wotk shall be baseti on Tenants tetalled breakcown of the linal cosis of construction as provided in Exhibit D. Tenan agrees promplyy to fumish to Landlord a detailed breakdown of consiruction costs and supporting evidence retating to same with respect to any addilionai cost ol repairs, altarations or add tions to Tenany's Work duting the term ol this Lease, and such additional inlormation concerning alterations or adoitions to Tenant's Work as he Landiord shall iequest. Tenani shall pay to the Landiod win the next insizment of Fixed Minimum Rent diza alter Landord bills Tenan therefor that portion of the total cost of said insurance on Landiord's butwings in the Shopping Center as equal the product resuling from mulighting Landiord's total premum expease pertaining to the Shopping Center lexeluding thereliom the amoun thered atributatle to insuting the common areas, lor which provision has been made in Section 8.3 heteof) by he ratio of the rumber of square feet of fioor area included within the Leased Premises to the total minder of square feet of thoor atea leased snd occupied within the butiongs in the Shopping Centef as of the date of such bill. Tenan hereby walves any fights in said policy or policies maintained by Landerc, and agrees that Tenant shall not be en Hited to be named insured thereunder. In the event any oil Landiod s policies insures premises or risks other than those petaiting to the Shopping Ceniet, the staterrent of the insurat shatl be conclusive as to the portion of tha in surance premum altrioutable to the Shopping Center

\section*{SECTION 10.2 PUBLIC LIABILITY AND FIRE AND EXTENDED COVERAGE INSURANCE:}

Tenant agees to maintain during the term herect commencing on the date Tenam lakes possession of the Leased Ptamises for the pupose of doing Fenant's Work the tollowing insurance coverage with respect to the Leased Fimises in a company, in such form, and win such deducible amounts fil anyl satistaciory to the Landiord
A. Compretenslve public liability, together with contractual liabitily endersements covering Tenan's odigations sel forth in Section 104 hereol, and propety demage insurance in the minimum amounts sel toth in Section i.1.G. herat, of such greater amounts as Landlord may reasenably herealte from time to time advise Tenan in wrting.
E. Fire, othes isks covered by slandard exiended coverage endorsemenis, vandolism ano malicious misehist on contents, and business property insurance endorsed to cover Tenant's slockdinhade, trade fixtures, lumiture. furnishings, equipment, floor and wall coveings and all othet hems of personal propety of Tenant located on or within the Leased Premises in an amount not less than eighty percent ( \(00 \%\) ) of replacement cost thateol.
C. Workmen's compensation, producis liability, and plate giass insufance.
D. Any other insurance coverage Landod may at any fine reasonably tequesi of Tenant.
E. Clams, danages and fabities ariving under the Minois Liquor Contol Law and the so catled Oram Shop Act and uncer any future law, statule, nie or ordmance pentaining to the storage, sate, use or git of alcohole beverages on or from the Leased Fremises.

Tenant agrees to deliver of caused to be delivered to Lanclord al fast ten (10) days piof to the commencement of any work under Article N hereot or the commencement of any work under Aticte Xt hereot a policy or certilicate ol insurance in a company sallslactory to Landlord providing pubicc lablity and plopenty damage coverage in the rinimum amounts sot forth above of In such gieater amouns as Landord may hereater fiom time to time advise Tenan in witing naming Tenam, his genetal conitaclof, all subconlraciors, and Landiotd, its employees and agents as assured parties endorsed so as to cover any and all liabitiy arising out of or in any manner connected with
the work to be pertormed on the Leased Premises by the Tenant. Excepl as otherwise herein provided, all policies mainalned by Tenani pursuani to this Section 10.2 shall name Landiord and Tenand as co-insureds, and shatl provide lor payment to Landerd and Tenant as their heleresis shall appoat. Ald policies mantalned by Tenant purstant to bis Section 10.2 shall pevide that the Landord shat be given a minimum of inty ( 30 ) days wilfen nolice by the in sufance company prior to the caneallation, termination, or changs of such coverage, All insurance hetein tequred shall be deemed to be additional obligations of the tenant and not in dischatge of or a fimitation to tenants obligailons to lndernnify Landerd. its employees and agents under Section 10.4 hereol.

\section*{SECTION yO.3 WAVER OF UABLITY:}

Tenant releases Landotd and Landor's agents and employees trom, and waves all elaims for damage to per sons of propetties or loss ol business sustained by Tenan or any occupant of the Leased Premises or of the Shopping Center tesuling hom an accivent occurting in or about tha leased Premises, or any patt of the Shopping Cenler tesulting from the disiepat of any patt of the Leased Premises or any patt of the Shopping Center. of fesuiting directly or indirectly liom aty aci of neglect of any tenan or occupant of the Shopping Centes, of any other person, including lanclod's agents and employees. Thls patagraph shall appiy especially, bul not exciusivaly, to hooding of basements or other subsurface arsas, and to damage causeo by reltigeralos, sprinking devices, a: conditoning apparalus, water, snow, ftost, steam, excassive heat of cold, falling plaster, broken glass, sewage, gas, odors or noise, bursting or teaking pipes or plumbing lixfues, and shat apply equally whether any such damage results from the act of negtect ol Landiord or ot other lenants, occupants of servants in the Shopping Center or of any othes parson, and whether such danage be caused of festit from any ting of citcumstance above menioned of teferted to, or any other thing or circumstance whether of a Hike nalure of of a wholly cifferent nature. Il any such damaga, whether to the Leased Premises of to the Shopping Center or any part thered, or whether to Landiord or to other tenants in the shopping Center, fesulf from any acl of neglect of Tenant, Landiord may, al Landiord's cotion, repait such damage and Tenant shat, upon demand by Landtord, reimburse Landotd formwith for the foal cost of such repaits. Tenant shatl not be liable for any damage caused by its act or negiect if Landord of a tenant has recovered the full amount of the tamage from hsurance and the insurance company has waved in witing its figh of subrogation against Tenant. All property belonging to Tenant of any occupant of the Premises that is in the shopping Center of the Leased Premises shall be there al the risk of Tenant or other person onty, and Landord shall not be liable for damage thereto or thelt of misappreptiation thered.

\section*{SECTION 10.4 NOEMNHICATION BY TENANT:}

Tenant shat protect, indemnily, save and hoid hamiess Lendiod, its empioyees and agenis, and omen tenanis and occupanis of the Shopping Center egainst and from all damages, suiks, lability, claims, loss, cost, damage er expense lincluting. without imitation, aftomeys' fees) arising out of, from or in any way feteting io the following: any accitdent or other occurrence in, on, at of retated to the Leased Premises, the Shapoing Center of the business ol Yenant including, withoul intitaion, any producl labilly claim of any matle! whatsoevet selaling to the sate of liquot by Jenant or on or about the Fremisesh; the utiblies serving the Leased Prenises or lccated thereunder causing injury to any person or property whomscever or whalsoevet; the occupancy of use of the Leased fremises, or the Shopping Center; constructionin, on or aboul the Leased Piemises or the Shcoping Center; of any act or orvission of Tenant, its employeas, agents, invitess, subtenants, ticensees, customers, sucpliers, assifnees or contaciors. Tentht shall protect and save and hold Landice, its employees and agents harmess and lnderntified againgt and trom any penaly or damage of charges imposed fat any violations of any taw of ortinance whether occasioned by the neglect of Tenant or liose holding under Tenart, and also will piolect, indemnify, save and keep harmiess Landlord and other tenants and cccupants of the Shopping Center apainsi and from any and all claims and against and from any and all loss, cosh, damage. liens or expenses arishon out of any failure ol Tenani in any respect to comply with and pertorm all the requitements and provisions of this Lease.

\section*{SECTION 10.5 MUTUAL WAIVER OF SUBROGATION:}

Landlord and Tenant each agree to cause to be incluced in their tespective polistes of fire and extended coverage insurance the agreement of the issuer heteol mal said policies shall not be invaldated by a waiver of clam by the insured against the Landiord of Tenant, as the case may be, and each will funsh eyidence thereol to Whe other. Each carly hereto does hereby temise, release and olschatge the other parly herelo, and any olficer, agent, employee or representalive of such patly, of and trom any fiablliy whatsoever hetealter arising from loss, damage or infury caused by life of other casualy of which instrance fetmilting waiver of labilty and containing a watuet of subtogation) is carried by the intured paty at the time of such loss, ctamage of iniury to the extent al any iscovery by the infured party under such insutance.

ARTICLE XI
REPAIRS AND ALTERATIONS
SECTION 11.1 REPAIRS BY LANDLORD:
Landiord stallikeep the leuncations, roct, structural portions of the walls, and structural portions of the lloots al the Leaspd fientises in pood condtlon and tepair (taking ino account ordinaty wear and rear). except tor tepairs required thereto by reason of the acis of Tenant, Tenant's employees, agents, invitees, licensees or coniractors. Terant shall glve Landord withen notice of the necessity tot repalis coming to the attention of Tenant lollowing which Landord shall have a reasonable time to undertake and complete such repaist. The provisions of this Section shat not apoly in the case of gamage of destruction by fire or olhet casualty or Dy tminent tomain, fo which event the obligations of Landiond shat be contritted by either Article Xill or Antele XVV herect, Landiord's liablily under this Section 11.1 shall be fritited to the cosl of repalss requlred nereuncer. Excepl as provided in this Section 11.1 .
 Landiod shal not te ebligated to make sepairs, reptacements or mporovements of any kind won tha Laased Premises, of any equipme
provided in Secton 11.3 .

SECTION 112 ALTERATIONS OR MPROVEMENTS EY LANDLORD:
Landlord reserves the tigh at any ime to make-allerations, moditications, zeductions, expansions or atcillens 10. and to bulld an additional story of stories on any butdirg or portion ol any building in the Shopping Cenler whether or not the Leased Premises are contained therein and to build adioining the same. Landlord reserves the right as to the Shopoing Center al any time to co, of permil to be done, any of all of the lollowing; add or temove bulldings, structures or common areas; change the number and lecation of suidings and structures; change butiding dimensions: change the number of floors in any of the buildings of stuctures: add lo, atter or remove partialby of wholly any structurg or structues or to enclese any mall area; change the ifentity and type of slores and lenancies and the dimensions thereot; change the name of the Shopoing Center in whtch the Leased Premises are pecaled; change the address of cesignation of the Leased Prenises of the butiking in which the Leased Premises are tocaled; provide subtertanean and multiple tevei parking decks, convert common ateas inio leasable areas including. withoul firnitation, installation of kiosks in the mall or construct temporary of permanent buiflings of imp provernens in the common areas; change the lecation or character of or thake alterations in or ado lion to the common areas and to otherwise alter, repair of reconstucl the common areas or to change the use thereot; and expand the size of the Shopping Center by acquing or making availzote addilional land; provided, however, thal no sueh changes shall materially atter the siae of the Leased Premises of deny reasonable hatess to or egress fom the Leased Premises, of reduce the nurber of vehicle parking spaces below thal reguited by las.

\section*{SECTION 11.3 ACCESS TO PREMISES}

Tenant agrees that Landort. its agents or employees or any person authorized by Landord may entel the Leased Premises as reasonably necassary during normal business hours. except that entry shail be permitted at any lime when an emergency sipation is deemed to exist which watrans entry, to inspeet the condition of the same, to meke such repairs, additiont, improvements, changes of olleralions to the Leased fremises, the bulding of which the Leased Premises are a pall or the Shopping Center, as tandiod may elect to make, and to extibit the same to puspecive putchasers of the buiting of which the Leased fiemises ate a part of the Snopping Center or to prospective tenanis. Such eniry, inspection and fepaits, additions, implovements, changes of allerations at Landiotd may make in the Shopping Center shall nol constute eviction of Tenant in whole os in parl and the sent reserved shall in no way abate while such work is being done by teason ol loss or interuption of Tenant's business or oherwise. Il Tenant of Tenant's agants of employees shaz not be present to permit entry into the Leased Premises al any inme and for any reason when entry theren shall be necessary, landord shat have the right to gain access to the Leased Premises in any mannet it may choose without habity therelor and wimout in any mannet allecling the obligations, covenants, tems of conditions of this Lease. Nohing herein conained, however, strall be ceemed or constued to impose upon kandord any obligations or fiability whatsoaver for care. supervision, repalr, Improve ment, addilion, change of atteration of the Leased Premises, the building or the Shopping Center, other than as herein expresshy provided.

\section*{SECTION T1.4 REPAIRS BY TENANT:}

Excepl as provided in Seclion 11.1 herect. Terant shan keep the Leased Piemises and every pant thereof and any fixtures, facilites or equipment contained thetein, in good condition and repait, including, but nol limited lo. the heating, atr conditioning, eleclacal, plumbing and sewer systems serving he Leased Premises, the exteriot dpots. wincow frames and alf portions of the storefon area, and shatl make any replacements thereof and of all broken and cracked glass which miay become necessary duing the ferm of this Lease, and excepting any sepairs to thems of Landiord's ofiginal construction made necessary by reason of damage due to life or other casually covered by stancard fite and exlended covarage insurance

\section*{SECTION 11.5 TENANT'S FALLURE TO REPAR:}

It Tenant shat tain, refuse or negect to make fepats in accordance with the terms and provisions of this Lease, the same shall constitula a material breach ei this Lease, and Landicid shall have the tight, atits cotion and withoul prejudice to any remedies it may have heteurder or cherwist uron likeen (15) days" witten tolice to tenant to enter the heased

Premises and make such repairs without labily to Tenant tor any loss or damage bal may accrue to fenant's merchan dise, tixures or proporty or io tenant's tusiness by feason thersol, except loss of damage asising oul of the negtrent acts of Landterd, and upon conpletion thered, Tenant shalh pay Lerxitot's cosis lor making wich repairs upon preseniation of a bi therefor, as additional rent

\section*{SECTION 11.6 ALTERATIONS OR MAPROVEMENTS BY TENANT:}

Tenant shall not, without Landtort's pier whiten consent, make, of fermit to be made, ary atteraticiss, adelifons of
 That Tenan shall promplly pay as cosis, expenses and charges thereo, stam thake such alterations ano tmprovernent in accordarice with apolicable laws and building codes and h good and workmanize mannor, ard shal fuly and completely inderndily and protect Landtod against any mechanic's lien or othet liens of ctaims in connection with the making of such aherations and improvements by obtaining mechanicts len waivets in acvance in actordance with Section A.3. Tenant shall porrolly tepair any damages to the Leased Premises, or to tha bullang of which the Leased Premises ate a pan, shan prorolity repar any damages to ha Leased Premises, or to ina buiking of which tha Leased Premises are a pan. appeve any contractor employed by Tenan to make such allerations, accilions or inplovensents provided that such approval shall not conslitute a waiver of renant's duty to complete such work in a good and worknanilke manner and in accortance wim applicable laws and bulding codes as thereinabove provided.

\section*{SECTION 11.7 REMOVAL OF TENANTS IMPROVEMENTS:}
 provemens by renant shail become the propery of Landoro and shall nol be removed fom the Leased Premises. All rrade fixlures, funiture, funistings and signs instatled in the Leased Premises by Tenant ard padd for by Tenant shall re main the property of tenani and may be temoved tipon the expiration of the ferm of this Lease: provided fa) trat any of such hems as afe allixed to the Leased Premises and requite severance may be temoved only if Tenant fepains any damage caused by such removal, and b) that Tenant shall have fuly performed al of the covenants and agreements to te performed by Tenanl under the provisions of the Lease. II Tenanl laits fo rertove such iterns lron the Leased Fiemises prot to the expitation of esrlier termination of this Lease, all such tade fixtures, furniture, bunishings and signs shal become the propetty of the Landiord uness Landiod etecis to tequite their iemovat, in which case fenant shall promply remove same and Iestore the Leased Prentises to lts prior condilion.

ARTICLE XI
OWNERSHIP; ASSIGNMENT AND SUELETTINC

\section*{SECTION 12.1 OWNERSHP:}

It Tenant is a corporation or partnerstip and it the ownetship thereol shall materially change al any time cuting the ferm of this Lease, of 11 a sutstantial poution of the essets of Tenant shall be sold. assigned or hanslerred with of wihout a specific assignment of this hease, or, if Tenant shat merge of consordate with any trm or corporation Landiord at ts option may, by glving stity 600 oays' prior written notice fo fenant, declare such change a beach of this Lease subigect io the remedies provided lor breach in Antifle XVI hereat. Ownership of a corporation shat te deemed to have materialify changed ii a number of his shares which constituts wenly live percent ( \(25 \%\) ) of has nurtiber thereof outstanding from time to time shat be transfared except by bequest of inheriance by either the owners thered at the time of execution of wis Lease for al the lime of any subsequent consent by the Landiord to such a thansler of shares) or by the cotporation, and such wansler of shares shall not tirsi have been apploved in witing by Landlod Partnerstip ownerstip shall be deemed to have maletially changed il one-lhisd or more of the parthers have changed at any tire during the lerm of this Lease. If Tenani is a scie proprietorship, Land ord shall have the option, without prejudice to the remedies avalable io it hereundet or otherwise, to lerminate this lease in the event of Jenants incapacity or death upon sixy (50) days' prior writen notice to Tenant or his tegal represen lalive.

\section*{SECTION 122 ASSIGNMENT ANO SURLETTNS:}

Tenant shail nol transler, assign, sublet, enter into a licanse or concession agrement or hypothecate this Lease of Tenant's interestin and to the Leased Prantises. or permit any lianslet of Tenant's Interest cieated hereby of allow any liens upon lenant's intetesi by operation of law, of permit the use or occupancy of the Leased premises or any panthereol by anyone chet han fenant, without irst oblaining the priof wiften consent of Lenclerd. It than be a condition to any such consent by l.andord that Tenant shall rembursa landord for any and all cost and expense relating thereio. including but nol limited to athornays fees for the review and preparation of required documentation. No consent by Landord snall operate to refieve Tensn fiom primary liability tor the performance of all coligations of any sublessee, assignee, of frensee under thia Lease. The parties agree that any oledge of hypothecation of this Lease shall be subothinate to the rights of the Landiord hereunder. Any attempt to transler, assign subito or ficense or enter inio a concession agreementor otherwise hypothecate or io fransler by operation ol taw o occupy the Leased Premises by a paty othet man Tenant shall be void and conter no tights on any third party, untess the landiord so efocts. The consent by landlord to any fanslet, assigmment, subleting, license or concession agieemen or hypolnecation of transiet by cperallon of law of occupation by a paty othet han teriant shall no constilute a waivat of the necessity of such consent to any subsequenf transtet, assignment, subleting, license.
concession agreement of hypothecation or transter by opetation of law or occupation by a party oher than tenani. Each Hanster, assignmem, subleting, ficensa, concession agreement, hypothecation, fransler by opetation of law or eccupation by a paty oher than Tenant io which there has been censent shall be by an instrument in witiog, in
 hypothecator, of mortgagor and the transferee, assignee, sublessee, kiensee, concessionaire, or mortgagee shall egree in willing tor the benefll of Lardiod to assume, to be bound by, and to pertorm the terms, covenants and conditons of this Lease to be done, kept and performed by tenant. One [1) executed ceoy of such wrilten instrument in
 sent or talture fo comply with the provisions of this article shall operate to prevent any such transtet, assigment, subletting, license, concession apreement, hypothecation, transler by operation of taw or occupation by some pany other than Tenant from becorning elfeclive. untess the Landlod so elects.

ARTICLE XII
DAMAGE AND DESTRUCTION

\section*{SECTION 13.1 REPAIF OF DAMAGE:}

In the event the Leased premises afe dammed by life, explosion, or other casuatity 10 an extent which is tess than twenly-ive percent \((25 \%\) ) of the cost of reptacement of the Leased Premises, the Landiot shall, except as othervise permilted by the NYLIC i, ease, promptly ather adjustmen of any selevant insurance claim comrnence the repalt of such damage at Landord's expense; but, In no event shall Landord be cequired to repair of replace Tenant's stockeli-ltade, trade ilxtures, furghure, fumshings, equipment of personal propariy.

In ine eveni (0) me Leasec Premises are camaged to the extent of twenty-five percent \(25 \%\) ) of mote of the cost of replacement of the Leased Premises, of fol the bulding in the Shopping Center containg the Leased Premises is damaged to the extent of thity percent \((50 \%)\) or more of the cosi of replacement, of \(f(c)\) any damage to the Leased Premises occurs duting the last thee fil years of the lemmol this Lease, Landlort may elect to repat or rebulld the Leased Premises of the buldings on the Shopping Center, as the case may be; to leminate this Leasa upon giving notice of suct election th whing to Tenant wibhin ninzty ( 90 ) days aiter the event causing the damage, or, require tenan to cccupy any premises in the Shopping Center which in Lanclore's jucgmen are teasenably equivatent to the tasad Premises lor the batance of the ferm of the Lease and In accordance with all other teims and conditions hereol. Hany such casually (a) oceurs alter March 30,2054 , (t) rendets at least seventy-fue percent ( \(75 \%\) ) of the foot area of the buituing containing the Leased Piemises untenantable, and (c) etong with attencant repaining of febuilding, renders the Leased Ptemises untenantable, in whole of in pant, a proporionate abatement of the Fixad Minimum Fent shat be allowed vntl the date Landord completes the repaits or febuthing. It Landlod is required or etecis to repair the Leased Premises. Tenan shall repair or repace is stockintrade, trde fixtures, furniture, lurnishings, equipment and personal property in a manner and to al leasl a condition equat to that ptior to its damage of destruction and the proceeds of all of Tenant's insurance seceived by Tenanl shall be held in tust by terant tor the purpose of such repair and repacement.

\section*{SECTION 13.2 INSURANCE PROCEEDS:}

All insutance proceeds piot on account of any casualty described in Secton 13.1 hateol pursuant to any insurance policy maintained by Tenan! shalloe applied to the payment of the cest of repair or eqplacement of Tenant's sicck.intrade, trade fixpures, funniture, lumishings, equipment and persondi property damaged or cestroyed by said casually. Any such insurance proceeds paid to Landierd shall be disbussed by Landiod 10 Tenant or for Tenan's acecount as herein provided II Tenant is not in bteach of this Lease. Tenan shall submil a writen applcation setting loth the coatract price for work to be petlomed or gocds lo be purchased, the amounts, il any, previousty paid thereon, the tatance dur, the amouni necessary lo complete the woik, and the sum that has been paid by Terant or is ustiy sue to contactors, subeontractors, matetibimen of of hei persons fwose names and addresses shall bof stated), and a statement hat exeept tor the amounts stated in said application, there is no outstanding indebtedness known, after dise inquiry, which is then due and payable for work, fabot, sarvices or maletals supplied at Tenant's request in cornection wht the Leased Premises. Upor sutmission of an application in accorcance with the preceding sentence of this Section 13.2 vifich is salisfactory to Landord, Landord shall, out of the proceeds of Tenant's insurance policy, either pay to the parsons named in the application the respective amounis therein set torth or pay to Tenant the amount stated in the applicalion to have been pald by Tenani if being understocd and agreed mat unth complellon of the repalts and replacements to be made by Tenant that an amount equalio the ten percent \(10 \%\) ) al ing insurance proceeds paid to the tandiod is to be withereto).

ABTICLE XVY
EMINENT DOMAN
It any portion oi the Leased Premises of, in Landiot's cetarmination, any signiticant potion of the buturng of which the leased Ptanises are a patt or of the Shopping Center shall be taken under emsent dormain proceedings. Landiond may, al Landiords oplion eithe falleminate itis Lease by wfitiennolice to Tenant, such termination to be effective on or atier the date possession ty eminent domain is laken if the Leased Piemises is included in such takirg, of no tater than one hundred eighty \{180) days alter the date possession is taken It the Leased Premises is not incuded in such taking, or (0) requite Tenant to occupy any prernises in the Shopphg Center wheh in Lanctort's hutgment are teasonably equiva: fent to the Leased fremises lor the calance of the term of the Lease and in accordance with all other letns and cond: tiens hereol. It the taking of a sutlicient or a certah portion of the Leased fremises by eninent domain rencers the talance of the Leased Prerrises inadequate lor the operation of Tenan's business at the Shopsing Center, Tenan shalt have the fight to teminate this Lease upon willen notice to Landiod within thiny [30) cays trem the date of such faking. seld lemination to be eftective not less Ihan ninely (90) cays from the dale sald witten notice is given io Lanctord, In any event. Tenshl shall have no claim againsi tandiord by reason of such saking. The entire compensation awarder in of by reason of said eminent domain proceedings stan belong to tandord wilhoul any decuetion theretion tor any present or tuare esiate or bitesest of Tenant: provided, toweve!, that Tenant shall have the fight to claim and recover from the cordemning authority, but nol from the Landod, such compensation as may be separalely awaded or lecoverabte by Fer ant in Tenands own tigh on account ol any and all camages to Tenan's business by reason of the cenciemnation ior or on account ol any damages \(\alpha\) loss to which tenant migh be pul in femoving tenants morchandise, turniture, fixteres leasehold improvemenis and equipment

AnTICLEXV
RULES AND REGULATIONS

\section*{Tenan covenanis and agrees whth Landiard thar:}
A. Tenant shal rel allox of mainiain oulside the Leased Fienises, inctuding the exterior of the glass panes and supe ports of the stow windows (and within wentrlout [2d] incties ol any windew), tcors and the exietion walls of the Leased Premises, or anyplace within the Leased Premises intender to be seen from the exterior of the Leased Piemises, any signs, advertising placards, names, insignia, nolices, trademahs, descriptive material or amy oher such 校e tem or ltems, and Landotd shall have the tight, withou givixy prior notice to Tenam and withou any labill ty for darnage to the Leased Frentisas reasonably caused thereby, to semove any of the same fom the Leased Pierrises, except such as shal have firsi teceived withen approval of Lancord, which aporgval with respect to at exterier signs Landiprd may at is sole diseration ratuse to grant No symbol, design, name, mark or insignia adopled by Laxderd lor the Shopping Center shall be useo without the prior wfitten consent of Landioch. No likminated signs tocated in the thteico of the Leased Premises shall advertise any producl. All signs lecated in the inlerior of the Leased Premises shall be ingood laste so as nol to defract lrom the general appearance of the teased Premises or the Shosping Centet, Tenant shall not use handoils or batcons tor atvertising at the Shopping Center:
B. No awnings or other projections shall be attached to the exterior wats of the Leased Premises or the buiting of which they fom a pafl,
C. All loading and unloading of goous shal be done only al such lime, in the areas and through the entrance destignated for suen purpose by Lanolord;
0. All garbage and reluse shall be kept in the kind ol container specified by Landord, shall be placed in the areas specilied by Landford and prepared for collection in the manmer and al the times and places specifed by Landiord. It Landiord shall provide or designale a service lor picking up reluse and garbage, Tenant shall use same a! renant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be insiated any automatic garbage cisposai equipment witheul the prion writien consent of Landord:
E. No radio or television or othar similar cevice shall be instalted, and no aerial shat be erocted on me foot, on ex. tetior watts of the Leased Premises or the Shopping Center, or on the grounds, wifhout in each lastance having oblained hanclote's pror whllen consent. Any such device or agrial so instatted without such prior consent shat be subject to removal withour notice al any tme:
F. No loudspeakers, televis'on sets, phonographs, tadios or other tevices shall be used in a manner so as to be heard of seen cutside the Leased fremises witrout the prior writlen consent of handiort:
G. Tenant shat keep Tenants display windows Hominated ard permitted signs and fights on the storefton fighled each end every day of the tem hetecl duting the hours designated by Lanctord;
H. Tenani shall keep the Leased Ftomises al a temperature sulficiently high to prevent faezing of water in pices and lixluess:
1. Tenant shall not permit any obstruchions of metchandise in the service coridors, sidewalks, entrances, passages, courls, comidors, eievalors or slaitways:
J. Tenant and Tervant's employees shat park inair cats onty in those potions of the panking atea designated ior employe parking by Landiord Tenani shall hunish Landlord the state autmodie license numbers assigned to the car or cars of Tenant and its employees whin live (5) days of any request to do so by Lanctore:
K. Tenani shall use at Tenant's cosi such pesi exterminalion contractor as tandord may diect and al such intervals as Landord may feasonably requite. provided the cost thened is competitive to any sirtilar sorvice avail. abia to Tenant.
1. In the eveni Landiod installs a supetwised sprinkter alatm system for the prolection of Tanant and of the Shepping Center, Tenan agrees to pay lis pro ata share of the monthly alam service charge;
A. Tenant what cooperale and patticigate In any security programs inplemented with tespect to the entire Shopping Center and will coordnate any secufty devices or programs il mainatins within the Leased Premises with the overat securify tequirements of the Snopping Center:
N. Ferant shall nol make or permil any noise or odor which Landord deems cofectionable to emanale from the Leasec Premuses and no person shall use the Leased Premises as sieeping quarters, sieeping apanmens or lodering rooms.
0. Tenani shall cotain all permits or licenses necessary io concuct lts business.
P. Except lot those exclusivey tor use by employees of Tenant which are not wisible focm the sales area of Tenant's leased Premises or the extefor of the Leased Prenises, Tenant shall not operate any coin or token cperated vending machine or similar devies for the sate of any goods, wares, merchangise. food, beverages, or
 and machmes tor the sate of beverages, food, candy, eigarelles or other comnodites, without the prior wilten consent of Landlod:
0. Tenan shail net place of maintain any temporary frature for display of merchardise in tront of or within any entrance fo the Leased fremises which is within six (E) leet of the frenl Ine of the Leased Premises of within three (3) fett of any recessed enlry of the Leased Premises, and Landiorl shall have the right, whout giving prier nolice to Tenant and without any Habilly for darnage to the Leased Premises or Tenan's merchandise, to rermove any of the came from the Leased Premises excepl such as shall have lirst feceived the witten appoval of Landioed as to size, cotor. iccation nature and disptay quallies; and
 or other devices that emit sound and ofner waves or disterbances, or create odors, any of which may be oltensive to othet tenants, occupanis or customers of the Shopping Center of that wowld interlere with the operation of any device or equtpment of fadio or teletistion brozdcasting of feception fion with he Shopsing Cenier of elsewhere

The foregoing covenanis and agrements in this Aflice XV shall be reletred to collectively as "Rules and Regax lations."

Tenant agtees that Larolod tray amend, moxily and detete peesent ruies and regulations or add new and addilenal reasonable rules and regulations for the use and care of the Leased Premises, the building of whith ithe Leased Premises are a pan, the common areas and all of the Snopoing Center. Tenant agrees to comply with all suctrules and regulations upen nolica to Temant from Landord or upon the posting of sarse in such place within the Shopping Center as Landiofd may designole.

In the event of any breaches of any fules and regutattons herin set forh or any amendments of addions thereto. landord shall have all remedies in this Lease provided for cefaul of Tenant.
A. If Tenani vacates of abandons the Leased Premiges, permis the same to remain vacan of unoceved tor a patiod of live (5) or mote days, of thits 10 conducl business al the Leased Premises ior a pericd of tive (5) or more censectutve days, excepl If preyented flom ding so by strikes or oher teasens bayond Tenam's reasonable controt.
B. It tent addiional sent, or any pant tharect or any other payment or deposit of monay reouired hereunder when due, shall be unpald for hive ty days aller written nelies thared to Tenant;
C. If detaul shall De mase in the promil and tull pettomance of any covenant, condition of agreament of this Lease to be kept or pattermed by Tenant fothet than an cbligation ol Tenand releted to in Paragraph A or Paragraph a of this Articte XVI and Tenant shat lail lo promply and hiliy cure such defaut or breach of pertor mance of such detaull of breach of performante shall continue, execol as otherwise specitically sel lonth herein, tor mote than a reosonable time an no event to exceed thity ( 30 ) days unless, with respaci to any delaull which cannol be cured within hiriy [30]days, Tenant or any person hodding by, mrough ot under Terank, in gocd faith, within a reasonable time in no event to excend ten (10) days atter faceipl of steh whiten nolice. shell have commenced and inereatser shall conitnue diligently to presecute att actlon necessary to cure such defaut) atter witten notice to tenant, specilying such detault or breach ol pertomance, of
D. It any proceeding shall be commenced to dectare Tenant of Guatanor of th's tease, if any, bankrupt or insol vent or to obtain reltel under any chapter of provision of any bantuptcy or dstior reliel law or act of to reduce ar modfy Tenant's or Guanander's debls or obligations or to delay or extend tha payment thereof, or it any
 be afpoinled for Tenant of Guarantor or for Tanan's or Guarantor's propery or business fundess th the case ol a petition hed against Tenant or Guaranter, the same is dismissed within sixty (sol days),

Then Landito may that the occurfence of eny one or more of the loregoing events as a maletial breach of thit Lease and thereupon at its opion, without tuther noliez of demand of any kind to Fenant or Guarantor or any other gerson, may have in addition to all other fegal or equitabte remedies provided hereunder or otherwise avalable. the following desctibed temedies:
(1) Landicrd may etect to teminate this Lease anc the term createo hereby, in which event handord forthwith may repossess the Leased Premises and Tenami shall pay al once to Landioto as liquidated damages a sum ol money enual folity percent ( \(50 \%\) ) of the Fixed Minimum Rent provided in Articte of this tease and all ohe sums provided to be paid by Tenani to Landlord tor the balance of the stated Ierm of his Lease, ant shall pay any other sum of money and damages due of to become due 10 handord ficm fenant.
(2) Landford may etect to terminate Tenant's right fo possession without termnation of his tease. In which event Fenant agreos to sumrendat possession and vacate the Leased Premises mmediately and dollver possession thereol to Landiord, and tenant hereby grants to Landord full and tee license to entat into and upon the Leas ed Fibmises, th whole of in pan, with or withoul process of law, to repossess the Leased Fsenises of any part thesed and to expel of ternove Trant and any ofher person, firm of corporalion who may be occupying or within the Leased Premisas of any pant hereol and remove any and af propetty thefeltom whow ferminating this tease of teleasing Terian in whote of in part fran Tenan's obligation to pay rent and petorm the covenans, condions and agremments to be pertormed by tenast as provided in this lease withoul be m ceemed in any manner gully of trespass, eviction or forcible entry or celainer, ano winoul relinquisfing Land ofds righ to ranlal or any oher fight of Landord under this lease of by operation of law.

Tanant hereby expressly waives the service of any notice of any election made by Landlord under this Aflicle XV , demand for possession, includthg any and every iom ol demand and notice preseribed by law, Landlord being odigaled to give only such notice as is in this Lease specified.

Upon and aller entry lnto possession without teminaling this Lease, Landiod may, bul shall not be cbiligated O. relet all ot any paft of the leased Framises for the account of fanan for such rent and upon such ferms and to such person, litm or corporation and lor such period or periods as Landord in tandiord's sole discretion shall deler mine, and Landord shall not be tequires to accept any tenani offerect by Tenant, to observe any insinuction given by Tenant abcul such releting or to do any act or exercise any care of dilgence with respeci to such feleting or to the muligation of damages of Tenant. For the purpose of such releting. Landord may decorate of make repairs, changes, allerations or additions in or to the Leased Premises to the exten demed by Lanctord desirable of conve nient. All such consideraticn so received shatl be the sole property of Lendtord; piovided, however, il the consiferafion colfected by Landiort upon any such retething tor Tenant's account is not sullielent to pay the tental feserved in this Lease plus an amount equal to the greater ol (a) ive perean ( \(5 \%\) ) of the tent provided tor thany new lease lor the ponticn of the new ferm which ts coincident with me remainder of the tetm hereof as liguidated damages. of (D)
the cost of repalts, atterations, adotions, redaccrating and Landord's other expenses, Tenant agreas to pay to Landlot the daliciency upon dernand.

The service of a tive gay nolice. demand for pessession, a notice that the tenancy hereby crealed will be terminated on the date therein named, instution of an action ol lottible detoines or ejeciment or the entemp of a judgment for possession in such action of any othet act or acts resutting in the lemmetion of Tenants tight to possesston of the Leased Premises shall not iotieve Tenant trom Terant's obtigation to pay the rent hereunder duting the Ston of the Leased Premises shall not toteve fenan hiom terants obugation io pay he rent hateunder duning the balance of the lem or any axtension theted. excepl as hereln expressly provided. Landlord may collect and receive
any sent due from Tenant and the payment thereol shall not consilite a waivet of or alfeci any nolice of zermand
 of temedies which Landoud has in eqully of al faw or by vitue of this Lease.

The accepance of liquidated oamages by landiot under any of the provisions of thas Lease shall not precluce Landtord liom the entorcemen of any of the covenants or agreements of this Lease, nor shall any other act which Inters recognition of tenancy coerate as a waivet of Landlord's fight to terminale itis Lease or operate as an extension of this Lease.

\section*{ARTICLE XVII ATTOANEYS' FEES}

In case tandlord, Landlords seneliciaties or theit agents or employess, or any of them, stall be made a pany to any figigation commenced by of egainst Tenam, hen tenant shall upon withen demand pay all cosis, experses and attomeys' lees incurred or paid by Landiod, Landord's beneliciaties and either's agents and employets in tonnection with such limgation. Tenam shall also pay all cosis, expenses and atomeys' fees that may be incurred or paid by zandiord. Landord's Deneliciaries and either's agents in successfuly entorcing the covenants and agreemenis of this Lease

> ARTICLE XVH
> SECURITY DEPOSIT

To secure the feithtul performance ty tenant of the covenants, conditors and agrements set form in this
 \(15 \times \times \times \times \times \times \times \times 3\) on the understanding:
A. That such caposit or any portion theted may be applied to the etring of any delault that may exts, wimout per. fudice to any olher remedy of remedies which the Landiord may have on accounl thereol, and beon such applicalion Tenant shall pay Landlotd on demand the amount so apptied which shall be added to the secutily deposit so that same will be restored to its prigiral amount,
E. That should the Leased Piemises be fransterred by Landord, the secutily deposil or any balance thereot mey be lumed over the Landford's successon tifansteree, and Tenant agrees to look solety to such successer of thansfetee for such apolication of telum;
C. That Landlord of his successors shat not be cbligaled to hold the secunty teposit as a sepatate lund but may cernmingle if with other funds;
D. That il Tenani shan laithluly perlorm ail cl the covenanis and agraments in this lease conlained on the pat of the Tenant we perfomed the securty depesil, of any then temaining batance thereol, shall be returned to tenant, withoul Interest, when the Jenant's tiability (il anyl tor laxes and common area expenses has been determined in accordance herewilf following the explration or tarmination of the term of the Leasa.

ABTICLEXIX
TENANTS ADVERTISNG
Tenant agrees to spend lor adventising duting each Lease Year or Patial Lease Year hareof an amount equal to two percent ( \(2 \%\) ) ol gross sates tron the Leased Fremises tos said periow.

In any advettsing program of Yenant in the Chicago Mellopoitan Afea, Tenant agrees to cause the store tocated in the Leased Premises to be Inctuced so that said slore will recelve equivaten treatment with tespect to advertising and publictly as is allorded other stores now owned, operaled or herealter acquited by Tenant and to cause mention of the addess, trade name and location of said slove in such adventising and publcity as ohen as tasanonaly posstble.

SECTION 20.1 MERCHANTS' ASSOCIATION
Tenant covenants and agees io Join and maintain membership in any business or Merchants* Association sponsored for the Shopping Center curing the tarm of this Lease, and to pay its praportionate share of the cost of the actuilies condseled by such Association, Tenant's propotionate share of said cost shat equal the lotal ol such ex. penses multiplled by the ratio which the tolal amount of square feel of tloot area included in the Leased Premises bears to the lotat amount of square leet of all lloor area under lease in the Shopaing Centet, and said amount shall be paid within thirly \((30)\) days alter statemenls are rendered by the Association. Jenant aso agrees io cocperale fut ly with Landord, other tenants of the Shopping Center and other members of the Assoctation in promoting the use of trade names and slogans as may be adcpled for tho shopping Cenler, and in oll promolionat and adverising campatgns.

\section*{SECTION 20.2 PROMOTIONAL FUND:}

Landiote, at its option, may previde for a Promotional Fund in lieu of the Merchants' Association, Should Landord chocose itis option, Tenant agrees lo pay Landiord, in addition to the other amounls sellorth in this Leese, dutho the term of this Lease lrom the Commencement Date, monthyy th advance, a promotion tee of thirty cents (3.30) per square tool per year, adjusted as hezeinaften sel form. This amount shall be used for the advenishy and promotion of the Shopping Center in such a manner as Landord in tis sele discrellon deems advisable, with any amount nol used by Landiotd in any yeat to be refunded to Yenant based on the ratic that the potion paid by Fenant in such Lease Year bears to the total amcuni received by laadord for such purposes from all tenanis in the Shopping Center lor sald Lease Yeat. Al the end ol each Lease Yeat of Partial Lease Yeat, the Piomotion Fee shail be adfusled by adding to a the sum determined by mulliplying the Promotion Fee ty the percentage that the Consumer filce index prepared by the Bureat of Labor Slatisics of the Depariment of Labor ol the United States, enlitied "UrPrice Index prepared by the Burezu of Labor Statisics of the Depariment of Labor of the United States, enitied "Ur-
ban Wage Eamers and Clerlcal Workers" for the month of December of the Lease Year or Partial Lease Year then ending has increased ovet the index tot the month of January, 1981; and such adiusted amount sralt be paid by Te nani for the subsequenl Lease Year or Pantlal Lease Yeat, bul in no eveni shall the Promotion Fee be actusied befow that sel forth above. In the event during the term of this Lease the Eureau ol tabor Statistics shall cease to publsh such index, a comparable index shall be substituted by Landerd for pupposes of such calculations.

> ARTICLE XXI

SUEORDIMATION
Tenant acknowtedges that this Lease is subject to the terms, covenants, conditions and agreaments of the NYLC Lease Further, Landord reserves ithe right to subordinate this Lease at all lames to the ben ol any mortgage. morigages, inust deed, trust deeds, or ground lease now or hereallet placed upon the Leased Premises of al of any part of the Shopping Center which includes the Leased Premises, and Tenant covenants and agtees to execule and delivet, upon demand, such luther instruments subordinaing this Lease to the lien of any such trortgage, mengages, tust deed, frust deeds or greund lease, as shair be dasired by Landord, or any mortgagee or proposed morigagees or rusiees under thust deeds or ground lessor upon condilion thal Tenan shall have the rght to remain in possession of the Leased Pfemises under the ferms of this Lease, nowilhstanding any delaull in any such mont. gage, motgages, trust deed, trust deeds or ground lease, or alter foreciosure thereol, so long as Tenan is not in delautl (whichit in applicable instances stall nol be until the nolice period, Il any, under Atticle XVI hereol shall have un without full compliance) under any of the covenants, conditions and agreements contained in this Lease.

If any mortgagee of fustee or ground lessor elects to have this Lease and the intetest of Tenant hereunder superior lo any such trierest or tight and evidences such election by notice glven 10 tenant, then this Lease and the interest of Jenanl hareunder shall be deemed superiar to any such motgage. frusl deed of ground lease wheiner this Lease was executed betore or aller suth morlgage, inst deed or ground lease and in that event such mort gagee, Itustee or ground fessor shall have the same tights with respect to this Lease asilit had been executed and delivered pript to the execulion and defivery ol the motgage, trust deed or ground lease and haj been asstgned to such mortgagee, tustee or ground sessor.

ARTICLEXXI:
ESTOPPEL. CERTIFICATES
Al any time and from time to time, Tenand agiees, upon request in witing from Landiotd, to execule and deliver to Landord, tor the benefit of such petsons as Landord names in such request, a statement in witing and in form and substance salislactory to Landiord certilying to the tollowing inlormation as Landiotd shall request:
A. This Lease constitules tha entire agreement between bandiold and tenant and is unmoditied and in full force and eflect for It there have been moditications, that me same is in tuf torce and etlect as moditied and stating the mectilications):
B. The amount of and dates to which the Fixed Minimum Rem, Perceniage Rent and other charges heteunder have been paid, and the amount of any secuity deposited wilh Landierd:
C. The Leased Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking eftect have been carted cut:
D. The Tenant has accepted possession, that the fease lerm has commencod, that Tenant is occupying the Leased Premises and inat Tenant knows of no delaut under the Lease by the Landiord and that thete ate no detatts of olfsets which Tenan has against enforcements of this Lease by Landord for, it in delaut, the nature therool in defall):
E. The achual Commencement Dale of the Lease and Expiration Date of the Lease, and
F. The Tenants store is open tor bushess, provided the foregoing facis are inve and ascertainable.

AFTICLE XXII
ATTORNMENT AND CONVEYANCE

\section*{SECTION 23.1 ATTOANMENT:}

Tenant agrass that in the event of a sple, transter or assignment of the Lanotord's interest in the Shopping Center or any pant meted, inctuding the teased fiemises, or in the event any proceedings ate brought tor the foreciosure of of tor the exercise of any power of sale under aby morigage made by Landlord coverng the Shopping Center or any part thered, inchuding the Leased Piemses of in the event of a cancellation or lemmation of the NYuC Lease of any omer ground of underfying tease coveting the Stopping Center of any pant thereof, including the Leased Ftemises, to athom 10 and to reccgnize such transteree, purchaser, iessor or landord under the NYLIC Lease or any other ground of underlying lease, or mortgages as Landtord under thes Lease. Tenan luriner waives the provisions of any stafule or rute of haw, now or herealfer in elfect, which may give or purport to give fenan any tight or eiection to terminate of otherwse adversely affect this Lease and the ofligation of tenant hereuncel in the event any such toreclosura proceeding is brought, prosecules or compleled. tenant agrees that it will nol prepay tental for more than one (1) month or consent to a cancellation of this Lease withoul the prior witten eonsent of the then landord under Ite NYL.fC Lease.

\section*{SECTIOH 23.2 CONYEYANCE:}

In case Landord or any suceassor owner of the Shepping Centet shall convey or otherwise dispose of the Shopping Center to another petson or entity, surh other person or antity who shall become the owter of the Shopping Center shall thereupon be and become landiord heteunder and suh original landlord or successot cwner, as the case may be, of the Shopping Center shall be, trom and atter the cale of conveyance, tre of all fiabilities and obligations not then accrued.

\section*{ARTICLE XXIV}
mSCELLANEOUS PROVISIONS

\section*{SECTION 24.1 OUIET ENJOYMENT:}

Tenant upon payment of the cents hergin provided and upon the observance and performance of at of the covenants, tems and conditions on Tenand's pant to be observed and performed shall peacelully and quielly hold and enfoy tha Leased Piemises for the term hereby demised withen hindrance or interrupion by Landord or any other petson or petsons lawtuly or equilably claiming oy, through or under the Landiord. subject, nevertheless, to the terms and conditions of this tease.

\section*{SECTION 24.2 FORCE MAJEURE:}

In the event the petormance of any work to be performed hereunder by elther panty is delayed for feasons beyond the contul of the party tesponsible for such performance, inchudiag bul not limited 10 acis of God, acts of cill disobedience or strike, the time lor perlormance shall be extended for a period of time equivalent to be period of such delay or delays; provided, howeyer, hat the time for performance shatl in no event be extended due so linancial or economic probiems of ether parfy, heir atchitects, contractors. agents or employees, of delays causad by the inablify of architects, contraciots, suppliers or other employeas or agents 10 meel deadine. dellivery or conlract cates funless such inabinity is causeo by an act of Goof) It shall be a condtion of Tenant's right to claim an extension of time as a result hereot hat tenant nolity Lanclord in woting within ten (10) days after the occurrence of such causa, specilying the nature thereot and the petiod of time contemplated of necessary for pertomance. Notwithslanding any cortray provision of this Section 24.2, In the event the tima for pertornance by Terant is extenced in accordance with this Section for mote than six (6) months fiom the date of tenant's willen notice to Landlord, the Landord shall have the sole option to terminate this Leass umon len (10) days' witan notice to tenant.

\section*{SECTION 24.3 ACCORD ANO SATISFACTION:}

No paymen by Tenant of receipt by handerd of a fessef amounl than the tental heren stipulated shall be deemed to be other than on account of the eatiest stiputated fent nor shall any endorsement of statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satistaction, and Landord may accept such check of payment withoul prejucice to Lanolot's rignt to recover the balance of such rent or pursue any other remedy provided in this Lease of avaitabie at taw or in equily.

\section*{SECTION 24.4 WAIVER:}

No waiver of any conction or legal fight of temedy shall be implied by the taitue of Lanctord to declate a folteilute, of tot any other teason, and no waiver of any concilion or covenant shall be valid unless it be in witing signed by Landord. No walver by Landiord with espect to one or more fenants er cccupants of the Shopping Center shall constlute the walver in lavor of any oher tenant nof shan the waiver ol a breach of any conditen be claltned of pleaded to excuse a future bleach of the same condion of covenant.

SECTION 24.5 BROKEAS' COMMISSIONS:
Tenant watrants and represents that it has not deall with any reatror, broker or agent in comection with the negotiation and exscution of this Lease excepting Lantlods ieasing agent, and Tenant agrees to pay and to hoid Landioro harmless from any cost, expense or liability fincluding cost of sult and reasonable attomays' fessi for any compensalion commissions of chatges claimed by any reatior. brcker of agent with respect to this hease and the negollation thereol other than said landlord's leasing apent.

\section*{SECTION 24.5 NO PARTNERSHIP:}

Landiod toes not, in any way for any purpose, become a parthet of Tenant in the concuct of is business, of otherwise, of poin venturer or a memper of a joint enterpise wht Tenant.

\section*{SECTION 24.7 SECTION HEADINGS:}

The section headings are inserfed only as a malter ol convenience and lor relerence and in no way datine, limit or clescribe the scope or intent of this Lease not in any way aflect this Lease

\section*{SECTION 24.8 SUCCESSORS AND ASSIGNS:}

This Lease and at the covenants, provisions and conditions hereinconlatned shall inufe to the benelit of and be binding upen the heirs. petsonal fepresentatives, successors and assigns, respectively, of the parties heteto, pro vided, however, that it is underslocd and agreed thal the provisions of Arlicte Xit hereol are in no way impaited by this Section 24.8

\section*{SECTION 24.9 ENTIRE AGREEMENT:}

This Lease and the Exhibits allached hareto set forth all the coventants, promises, pgreements. conditions and undersiandings tetween Landoud and tenant concerning the Leased Piemises and there are no covenants, pro mises, agreements, conditions of understansings, either oral ot whthen, between them other than as are herein sel foth. Except as berem oberwise provided, no subsequen alfaration, amendment. change of adrition to this lease shall be sinding upon Landiotd of Tenant untess teduced to writing and signed by them.

\section*{SECTION 24, 10 HOLDING OVER:}

Except as Landiot shat otherwise expressty elect in witing, should Tenant remain in possession of the Leased Fremises after any termination ol this Lease, no tenancy or interest in the Leased Premises shall fesull theteltom bul such hodting over shall be an undavtul detainer and all such parties shall be subjeel to mmediate eviction and emoval, and Tenani shall upon demand pay lo handord, as fquidated damages, a sum equal 10 twice the Fixed Minimum Ren as plovided in thls Lease io be paid by Jenant to Landord for all the time Tenan shall so relain possession of the Leased fiemises or any part thesed, plus any addilionat payments provided tor in this Lease; pro. vided, however, thal exercise of Landold's tighis under this clause shall not be interpreted as a grant of pemission to Tenant to conlinue in possession.

\section*{SECTION 24.11 NOTICES:}

Netices and demands iequired or permitted to be given hereunder shall be given in witing by personal delivery or by centitied mail addressed. If to Landord, at the address show in Section 1.1, and il to Teman, adoressed io Tenant at the addiess shown in Section 1.1 . or such other address as was last specilied respectivety by Landiod or Tenant. Nolices and demands shal be demed to have been given when mailed of, il made by personal delivery, then upon such delivery.

SECTION 24.12 NO OPTION:
The stbmission of this Lease lor examination dees not constitute a teseryation of of cption for the teased Premises, and shall vest no fight in eliher Daty. This Lease becomes elleclive as a hease onty upon exacuiton and delivery thereot by the patijes hereto.

\section*{SECTION 2A. 13 POWER OF ATTORNEY:}
in the exen Tenanilisils to execule. acknowledge and deliver any decuments of agreemants required to be pro vided to Landiord under the tems of this Lease wimin tent10) days ahter Landoro's witten tequest fretelot Tenant coes hereby make. constitute and itfevocatity appoint Landord as its allorney infact and inits place and steat so to co. Tenant oces bereby irsevocably autroize any anomey ol any coun of recont 10 waiva issuance of process and service, to watue tial by jury, and to conless juggenent in lavor of Landera its tuccessors of assigns, and against Tenant tor the amoun of rent and other charges which may be payabe by virtue of Tenants celault hereuncer, including courl costs and the Landiord's cosis of coteation finchuding, withoul limilation, altorneys' fees), and io watwe
 such fudgnent. In the event this Lease is sigred by more than cne Tenam, each such Tenant joinly and severally loins th the grant of authoity herein set form.

\section*{SEcTION 24.14 SEvEHABLLTY:}

In the event that any proxision or section of this Lease is rencered invalid by the decision of any coum of by the enaciment of any law, oudinance of reguation, such provision ol this lease shall be deemed to have never been in cluced therein and the paiance of this Lease shall continue in eflect in accotcance with its tems.

SECTION 24.15 APPLICABLE LAW:
This tease and the rights and obtyations of the paries deriving theteundet shal be constued th accotcance with the taws of the Slate of tifrois.

SECTION 24.16 FINANCIAL STATEMENTS:
Upon Landlod's withen tequesl, Tenan shall promply funish to tandiord or Lanciord's morgasee, from fime o lirse, thenciat statements rellecting Tenants eufrent tinancial condition.

\section*{SECTION 24.17 EXCULDATION:}

Anything to the tondrary in this lease nownithstanding. the covenants contained in inis Lease to te perionmed by Landlow shall not be binding personaly, but instead said covenants are made for the purpose of binding only the Landord's interest in the Shopping Center and shall be enforceable crly with respect to the right, tite and interestol Landtord in the Shopping Center as the same may be encumbered. It is understood that in no event shall Tenant hawe any figh fo fevy expcution against any propenty of Landlod for its benelicharies, agents and employees) ohter man its interest in the Sncpoing Center.

\section*{SECTION 24.18 RENEDIES:}

All tights and temedies of Lanctord herein contained of otherwise existing 51 taw of equity are cumulative and the exercise ol.one of more ights or temedies shall not be taken to exclude or waive the right to the exercise ol any other. All such tights and iemedies may te exercised and entoreed concurtenty and whenever and as othen as Lanclod shall deem desirable.

The lature of Landiotd to inssi upon stict pertormance by Tenant of any of the covenanis, conoitons and agreements of this lease, upon petomance by any other tenant of any provision of satid other tenant's fease of woon strict complance by Tenant of any ohes tenant in the Shapping Center of anty fute of tegtation shall not be deemed a waiver ol any of Landford's rightser remedies concerning any subsequent or coninuing breach or delault by teman ol any of the covenanss, conditions and agreements of this Lease or any fule or regulation No acceptance of tull of patial rent or any other sum duing the continuance of any ronmonetary delaut of the acceptance of parlisi rent of any ther sum duting the conlinuarice of any menelary defaut shall construte a waiver of any such eneuil. No surrender of the Lessed Piemises shall be elfected by tandord's aeceplance of rentar of by other means whatscever unless the same be evidenetd by Landiord's wfilen acteplance of such a surfendet.

\section*{SECTION 24.19 SECURTY:}

Landord has no obligation or Iasponsbitily, yithatsoever, to provide or oversee secirity or securly services for The Leased Fiemisas, the Shopping Center or the common areas; but Landord may, in its sole discretion, provide securiy of retain a secutily service. Tenant heraby releases Landlord and Landiord's ageats, employes and servants from, and waves any and all clatins for tamage lo petaon or property sustained by Tenant for any customers, guestm invilees, employees or agents, or any person clainaing though Tenant) or by any occupant of the Shopping



 pense (including allonteys' lems), fiabiliyy, suits, chaims, darmages or the fike of any end every kird, nature and afeription whatsoever thany way invotving, atising hom, tetaled loct in connection with the provision, superv, sion, socpe, ellectiveness. sulticiency, Insuffciency of absence of secuity of security services lot and with respect to the Leased Premises, the Shopping Centar of the common areas.

In coniunction with securty tor the Shoppling Centet, Tenan agrees to pay lo landiord a portion of the cosis of any secuity service of any secuity devices which Landiord, at is cotion, efects to provide in accordance with this Section 24.19. The Tenant's portion of such costs shall be determines on the basis of the ratio of the floo area wilhin The Leased Premises to the total thour atea of att the buthings in the Shopping Center. Tenant shall teimburse Landiord for iss portion of such costs wihin len (10) days aher receipi from Landiod of a writen stalement of such costs. It is understood and agreed that the polential importance of dealing with securify mathers in an expedifous and conclusive manner jusifies thal tandierd shan have untettered disceetion heneunder with respect therebo so fong as such discretion shat be exencised in good fallh.

\section*{SECTION 24.20 NO RECORDNG:}

Neither lins Lease, nor any memorandum, allicavil or other whiling win respect therato, shall be tecorded by Tenan or by aryone acting through, undar or on behall od tenant, atw the tecotding theieol in vibation of this prowsion shall make this hase null and void al landod's etection.

IN WITNESS WHEFEOF, the paties have execuled this Lease on the date trat above witten.


LANOLOAD:


\section*{SECTION 24.21 AVAILABILITY OF PREHISES}

The premises demised herein are currently leased to and occupied by a third party, sandlord hes entered into a preliminary agreement with said third party for the termination of said lease effective prier described herein and to obtain control of the premises this Lease shall become null and void.

\section*{EXHIBIT 2}


Enclosed please find one (1) original copy of the fully executed management agreement on the captioned property. By copy of this memo, three (3) original copies are being forwarded to the vault and a xerox copy to the site.

September 1, 1993 is the effective date, and the first months management fee is due. Please set up.

FB7 142 wn


MANAGEMENT AND LEASING AGREEMENT

LAKE MEADOWS SHOPYTNG CENTER

\title{
MANRGERENT AND LEASING AGREEMENT
}

\section*{Table of Contents}


MANAGEMENT AND LEASING AGREEMENT
1993. by LAKE MEADOWS ASSOCIATES, an Illinois Limited
Partnership, (hereinafter called "Owner"), having an address
of 33 West Monroe, Chicago, Illinois 60503, and DK/CARLSON
ASSOCIATES, INC., (herainafter called the "Manager"), an
Illinois corporation, having its address at 9801 West Higgins.
Suite 420: P. 0. Box 929: Rosemont, IL 60018.
WITNESSETH:
WHEREAS, Omner owns of has the right to manage
and collect rents from certain land at \(35 t h\) Street and Martin
Luther King Drive, together with certain improvements thereon.
which land and improvements are developed and operated as a
shopping center commonly known as Lake Meadows Shopping Center
(said land and improvements are referred to herein as the
"Premises"): and
WHEREAS, Owner wishes to retain the services of
manager, with responsibilities for managing, leasing.
operating and maintaining the premises: and
WHEREAS, Manager is willing to perform said
services: and
WHEREAS. Manager and orner wish to state their
relationship as provided herein.
NOW THEREFORE, in consideration of the mutual
\(\begin{aligned} & \text { Covenant: } \\ & \text { folloms: }\end{aligned}\)

ARTICLE I
Appointment of Manager

\begin{abstract}
1.1. Appointment. Owner hereby appoints Manager to be the manager of the Premises for the purpose of managing. leasing, operating and maintaining the premises. upon the terms hereinafter set forth, and Manager hereby accepts said appointment.
\end{abstract}

ARTICLE IT
Compensation of Managet

\begin{abstract}
2.1. Management Fee. Owner shell pay Manager, as compensation for the services rendered hereunder, a management fee equal to the greater of; three percent ( \(3 \%\) ) of Gross Rents or Thirty Six Thousand Dollars ( \(\$ 36,000.00\) ) per year. The management fee shall be payable on an estimated basis, at the beginning of each month. in the amount of \(\$ 3,000,00\) and adjusted. if appropriate, as soon as possible in the next month. Except for Owner's reimbursement to Manager for expenses incurred by Maneger as provided in this Agreement, the management fee is the only compensation that Manager shall receive for services rendered in connection with the management, operation and maintenance of the premises and
includes:
(i) All of Manager's general and central office overhead expenses.
(ii) All service of all necessary supervisors. and billing and rent collection service personnel. Such and billing and rent colledion service personnel. Such time to the Premises.
(iii) All expenses incurred by Managex which are not to be paid by Owner as provided in this Agreement
2.2. Gross Rents. The term "Gross Rents", as used in this Articie II, shall be deemed to mean the total of all minmum and percentage rents collected from tenants at the premses, pius all CPI adjustments, tenant service income and mantenance, real estate taxes account of common area miscellaneous income from the Premises.
\end{abstract}

\begin{abstract}
Dollarg \(\begin{aligned} & \text { 2.3. } \$ 3.00 \text { peasing Commissions. The greater of } \text { : Three }\end{aligned}\) Dollars ( \(\$ 3.00\) per square foot; or three percent ( \(3 \%\) ) or total guaranteed minimum rents over the full term of the lease. except tor spaces in excess of 10,000 square fett in which case the Leasing Commiseion shall be the greater of Two Dollars ( \(\$ 2.00\) ) per square foot or three percent (3\%) of the total guaranteed minimum rent for the first ten (10) years of the lease term. All renewals shall be at fifty percent (50\%) of the ahove lease commission rates. If a cooperating broker is involved, the commission will be at one hundred fifty percent (150\%) of the above described commission rate, except in no case shall Manager's lease commission be less than one Dollar (\$4.00) per square foot. Comissions will be paid to Manager upon execution of lease or exercise or renewal.

When an existing tenant simultaneously renewe its right to occupy premises demised under a lease and obtains the right to occupy premises other than the demised premises, then Managex shall recesve renewal commiseion with respect to the continued occupancy of the premises and a full commission with respect to all other portions of the Property to be occupied.

For any kiosk lease, defined as a lease for space in the common Area, and for any temporary in-line leaze, defined as a lease for space not in the Common Area but written for a term of less than thirteen (13) months, Manager will be peid a
lease commission in an amount equal to ten percent (10\%) of lease comission in an amount equal to ten percent ( \(10 \%\) of of
the minimum net rent for percentage rent in lieu of minimum rent) payable by the tenant during the term or such lease.
2.4. Special Services. A fee to be negotiated in the event Manager is requested by Owner to cocperate with a huyer or a selling broker to provide various services to facilitate a prospective sale during the contract negotiation.
due ailigence and pre-closing period.

ARTICLE III
Services and Duties of Manager
3.1. Manegement of Premises. Manager shall use due diligence in the exercise of the duties of Manager hereunder fficiency and econory coneistent with the the whes when Fremises and in accordance with good operating practice tor properties of comparable size and standing in the geocraphic yea where the Premises are located. To enable Manarger to Perform its duties hereunder, Orner shall provide Manage without cost. such otifce space in the Premiess as Manager shall reasonably requirs.
\end{abstract}
3.2 Specific Duties. Mangger shall assume the
Following duties and obligations and shall perform services as
follows: follows:
(a) Collect rents. including percentage rents (if applicablef. and all other income of owner from the Premises as and when the same shall become due and payable and, if requested by the payer, give receipts therefore, and. in connection with the collection of percentage rents fif applicablel. keep records of gross sales reports of tenants and compute and confirm percentage rents. Manager shall have no obisgation to conduct or to supply persons to conduct any audit or examination of any records of sales or other books or records of tenent uniess the funds to reimburse Manager for the expense to Manager of such audit or examination are made available to Manager by Otner. Manager shail not collect more than one month's rent in advance uniess approved by owner.
from the premises in aposit promptly all funcis so collected property at a bank accepank account in the name of the any and all checks drawn to the order of Owner for matendorse the account. Owner funds are deposited into a edges that when received, such segregated into the separate account maintained for beang Property, Manager is authorized to pay, from the funds so collected and the other funds made available by omner. all expenses incurred in the management leasing, operation and mantenance ot the Premises which are to be borne and paid by owner pursuant to the terms of this Agreement, including the Management Fee. Once each month. Manager will remit to Owner all receipts from the premises held by Manager in excess of any amounts required by Manager for the operations of the Fremises, as mutually determined from time to time by owner and Manager. Manager shall, if required by law, maintain a separate interest-bearing account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state andor local laws.
(c) Render to Owner, on or berore the fifteenth business day of each calendar month. statements of receipts. expenses (including the Management Fee) and charges on a cash basis for the preceding calendar month.
(d) Place and maintain in force, to the extent
(d) Place and maintain in force, to the extent
possible, and at the expense of Owner, such insurence coverage
for the premises as Omer may request in writing (such notice
te include all information which Manager may reasonably
require to maintain such insurance in force). Manager shall
not be required to add the Premises to its existing blanket
policies, but it Manager does so. the amount charged for such
insurance shall reflect the cost properly allocable to the
Premises.
(e) Advise Owner promptly. With confirmation in writing, of the service upon Manager of any summons, subpoena. or other like legal document, including any notices. letters or other communications sutting out or claiming an actual or alleged potential liability of Owner or the Premises.
(i) With Omer's prior approval, give notices to terminate leases at the Premises by reason of the default of the tenants thereunder; sign and serve in the name of the Manager. as Manager of the Premises, such notices as are deemed needrul by Manager in connection with the management, operation and maintenance of the Premises of portions thereof: enforce the performance by tenants of all requirements of their respective leases and the observance of all rules and regulations of the Premises by reasonable means other than commencement of legal proceedings. In addition. with the consent of Owner and at Omner's expense. Manager shall also institute and prosecute legal actions relating to such leases. evict tenants and recover possession of the portions of the Premises occupied by such tenants. sue for and recover. in the name of Owner. rents and other sums due Owner and settle, compromise and release such actions or suits or reinstate such
tenancies. tenancies.
(g) At Owner's expense, maintain or ceuse the Premises to be maintained including the buildings. sidewalks. signs, parking lots, and landscaping, in good condition and repair in accordance with Manager s judgment or the specific required for the management. operation and maintenance of the required for the management, operation and mantenance of the
premiacs or portions thereof. and subject to raimpursement Premises of portions thereof. and subject to rambursement
from Owner, pay all bills therefor; and report promptly to from owner, pay all bing theretori and report promptiy to owner Nanager is authorized without the approvel of ouner and without regard to any other limitation provided for in this Agreement. for the account of O wner to meke the this Agreement, for the account of Owner, to make the current approved budget, or for emergency repairs in excess of Five Thousand Dollars ( \(\$ 5,000\) ), if. in the opinion of Manager. such repairs are necessary to protect the Premises from damage or to maintein services required ot Owner by owners of portions of the Premises on to the tenants ds required by
their leases. Manager shall notity owner prompty whenever thair leases. Manager shall notity owner promptly menever
emergency repairs have been ordered. All expenses incurned by Manager shall be charged by Manager at net cost. and owner shall receive oredit for all rebates. commissions, discounts and allowances.
needed to heve the Premises comply with owner as to actions needed to have the premises comply with all applicanle laws. ordinances, rules regutations, and requirements of all federsl, state and municipal governments. courts. cepartments. commissiona. boards and officers. any netional or local Board of Fire Underwriters, or anybody exercising functions similar to those of any of the foregoing. which may be applicable to the fremises and the operation and management thereot, but all expenses incurred to secure compliance shall be borne by Owner. At Owner's expense. procure all necessary governmental inspections, permits, approvals and services. providec that Maneger will not be required to supervise the removal of any asbestos from the Premises or structural altorations thereto.


Ornew (exeep* (j) Negoticte and. when approved in writing by Oner (except as hereinafter provided in this subparagraph or
in the mproved budget, enter into contracts in the name of Owner. Manager. without the prion approval of owner mat of Ommer Manager. Without the prior approval of owner, may enter into contracts for tertas no longer than one fi) year
fexcept thet in the case of contracts with regutated pubsic utility conpanies. such contwacts mey be for a loncer tem than one (i) yezr such ond to the extent beguired by such utility companies for electricity, gas. fuel wat wuch belephone. Hindow cleening. iresh or rubbish hauling end other

\begin{abstract}
services, or such of them as Manager shall deem advisable normally furnished in properties similam to the Premises and provided for in the approved budget. All contracts should contain a cancellation clause of thirty ( 30 ) days notice of termination with or without ceuse. Owner shall assume the obligation of any contract so entered into.
(k) With Owner's prior approval, arrange for such promotional and advertising materials and services as are required under laases. other occupancy agrements and the by-laws of any tenant association; or as manager shall deem reasoneble, the cost of which shall be paid by owner represent omer at any meetings or functions of a tenant association or similar body, and generally represent owner in its relations with the tenants of the Premises.
(1) Supervise and. at owner's expense, enrorce the obligations of others to owner to the extent such obligations relate to the Premises. (m) Negotiate leases and renewals of leases at
appropriate times, it being understood that all inquiries to appropriate times, it being understood thet all inquiries to shall be referred to the Manager, and thet Manages shall have the exclusive right and authority to make leases for the Premises. All leases and renewals shall be prepared by the Manager in accordanee with its lease requisition form and on the Manager's form lease applicable to the Premises, both heretofore approved by the owner, and such leases shall be
executed by the Owner.
3.3. Limitation on the scope of Servites. Nothing in this Agreement shall reguire Manager to perform obligations of others or to exercise any efforts (other than reasonable efforts) to cause other parties to perform such obligations. Notwathstanding anything to the contrary contained herein, the parties acknow edge tha then is not wation of this Agreement. For the ree structure included herein. that the Manager periorm any services with respect to the premises; performing any services with regard to ownership interests in owner or with respect to the formation wevision or dissolution thereof: re-zoning of the premises; negotiating ow assisting in any way with the sale of all or any portions of the Premises, including preparation of any portions certificetes: performing or supervising any altemations on certiricates p performang or supervising any alterations on
renavations to the Premises or the removal of asoestos or renavations to the premises or the removal of asoestos or other hazardous materiels therefrom; site acouisition of reconstruction after casualty or condemnation lemising.
\end{abstract}

\section*{Pivileged \& Confidentia}

COE.RUSH. 000506
management. or construction relating to any proposed or implemented expansion of the Premises, tenant buildout, refurbishing of the property, and any other construction relating to the property to be done at owner's expense, or work generally classitied as "development" or "construction" work in connection with the same, If the Manager proposes to perform such work or if the Owner requests the Manager to perform any of the foregoing, prior to undertaking the performance thereof, the Manager shall submit to the owner for its approvel a written proposal indicating the nature. extent and cost thereof. including the Manager's fee and payment provisions thereot for so performing such work, and upon acceptance of such proposal the Owner shall pay the Manager in accordance therewith.

Remodeling: Repair: In the event Manager is requestad by Onner to oversee, supervise or assist in the effectuation of any construction, remodeling. rehabilitation, repeir or the like with a cost in excess of \(\$ 20,000\), Manager shall be paid an additional. fee based on an hourly rate of Manager's
Construction services Department approved by Owner.

Tenant Improvements: For overseeing and coordinating Tenant Improvements, build-out construction, remodeling or the ike of demised premises. Manager shall be paid an additional Eee based on an hourly rate of Manager's Construction Services Department and approved in advance by Owner.

ARTICLE IV
Accounting: Expenses: Budget
4.1. Accounting. Hanager shall lieep proper books or account and records for Owner reilecting the operations. transactions and fanancial condition of the premises and shat of all other metters relating to expendec and recedved. and properly entered into books of account premises usueliy or acent or representative may at all wessonable times unor at east twenty (20) days prior written notice to Manager inspect the books of account and records and meke awtract' thererrom. As soon as possible after the date hereof. Owner shall make availabla to Manager any and all infommetion necessary or appropriate to enable Mamacer ro perform its bligations hereunder, including copies of ail exieting leases, rent rolls. leasing plans, etc

All services rendered by any bookkeeper or actountant shall be at the expense ot Owner except that Manager shall pay for the services required in connection with the preparation of monthly reports required under Section \(3.2(c)\), Nothing contained herein shall require that Manager prepars tax retums for the fremises or for owner.

COE.RUSH. 000507

\begin{abstract}
4.2. Reimbursement ror Expenses, Owner shall from time to time deposit in a bank account to be maintained by Manager sufficient funds fhich shall not be commingled with Manager's own funds and assets) to enable Manager to pertorm Manager's duties hereunder so that Manager shall not be required to employ Fanager's own funds in the performance of such duties. Orner shall maintain on deposit in the account reasonable reserves to assure adequate funds to Manager for the payment of sums paysble from the account, "Reserves", for the purpose of this Agreement. shall not include any reserve for real estate taxes or other material items of expense which are not paid monthiy, and Owner shall advance funds to Manager from time to time, upon five (5) days prior written notice. in order to pay such items when due. If Manager shall advance. its own funds for Owner's account for the payment of any expenses under this Agreement. Owner, upon notice from Manager shall promptly reimburse Manager therefor. with interost. to be paid at the quoted prime rate plus \(1 \%\) at the end ot the month in which the Manager advances funds. In addition, Owner shall reimburse Manager for all expenses incurred by Manager
for advertising, as set forth in the approved budget, for counsel who are not employees of Manager, and for any other expenses approved by owner and incurred by Manager in the performance of Manager's duties hereunder.

Such reimbursable expenses shall inciude
transportation and living expenses then traveling in connection with Manager's duties hereunder, including cost or long-distance calls and telegrams not otherwise charged to the Center, ail in accordance kith approved estimated budget
allowances.

Owner shall, to the extent such costs nave been included in the budget or approved by Owner, further reimburs Manager for all costs of printing leese brochures, lease proposal forms, lease forms and exhibits, majl expenses relating specifically to leasing activity, representation at the International Council of Shopping Centers (ICSC) leasing malls and deelmaking events, and for necessary travel in
connection fith such leasing services, including rood, connection sith such leasing sem
lodging and business entertainnent.

Manager shall not be obligated to take any action under this Agreement which is to be done at the expense or Orner unless sufficient funds to cover such expense of rembursement are aveilable in such bank account or otherwise advanced to Manager by Owner. If, at any time when the payment themeof are not on cieposit in such bank for her fanager may collect the Management Fee by deducting the unpaid portion thereof from rents received by Manager.
\end{abstract}

\begin{abstract}
4.3. Budget. Manager shali by November 1st of each year, submit to Owner for Owner's written approval (which shall not be unceasonably withheld or unduly delayed) a proposed operating budget for the Premises, setting forth all estimated receipts and disbursements relating to the Premises for each ensuing calendar year. Owner shall be deemed to have approved the operating budget or any proposed revision of any proposed operating budget if owner shall not heve expressly denied such approval within thirty (30) days following receipt by owner from Manager of such proposed operating budget or proposed revision. The operating budget for each year, as approved by owner or as the same may be modified or extended With Owner's prior approval. is herein called the "approved bucget \({ }^{2 \prime}\). Except as otherwise expressly provided in this Agreement. Manager shall incur no expenses in conneetion with the Premises that are not provided for in the approved budget. provided Manager may exeeed without further approval of Owner. each line item budgeted amount by a sum not in excess of twenty percent (20\%) of the budgeted amount for such line item, In the event a proposed budget submitted by Manager is disapproved in writing by Omer. Manager shall operate under the last approved budget, increased in the aggregate by six percent ( \(6 \%\) ) per annum, until a revised budget is approved by Owner, and Manager shall submit to owner, in writing, a revised proposed budget within thisty (30) days following such written rejection by Owner of a proposed budget.
\end{abstract}

APTECLE V

Termination
5.1. Term. This Agrement shell begin on the date hereof and shall be for a term ending on the last day of the month following the finird anniversary of the date hereof. or upon sale of the property. This Agreement shall thereafter automatically continue from month to month unless ierminated
by either Owner or Manager by giving at least thirty (30) deys by either Owner or Manager by givin
prior hritten notice to the other.
5.2. Voluntary Termination. This Agreement may be erminated at any time by both parties hereto. acting jointly tarminated at any time by both parties her
in the exercige of their business judgment.

\begin{abstract}
hereto th.3. Defaulti Dankruptey. In the event a party performance of its obligations under this Agreement and such default is not cured within thirty (30) days after written notice from the other party hereto. except for defaults not susceptible to cure within thirty (30) days; provided, as to such defaults, the Defaulting Party has commenced to cure: or (b) mekes an assignment for the benefit of creditors: or (c) has appointed a receiver, liquidator or trustee of its property: or (d) is adjudicated to be bankrupt or insolvent: or (e) has filed by or against it any petition for the bankruptcy, reorganization or aryangement of the Defaulting Party or, if such appointment, adjudication or petition is involuntary and not consented to by the Defaulting Party, the failure. so long as the same is not discharged or dismissed. dismissed within sixty (60) days of the filing date, then the other party hereto may forthwith terminate this Agrement upon giving ten (10) days written notice to the Defaulting party.
5.4. Obligations of Owner and Manager Arter Termination. In the event of any termination of this Agreement, all the obligations of Owner to Manager shall cease immediately. except for the payment by owner to Maneger of all fees and
comissions earned to the date of such termination and the commissions earned to the date of such termination and the cinger in connection with the performance by Manacer of it obligations under this Agreement.

Upon zermination of this Agreement. Manager shall deliver to Owner promptly after the termination dete thereof. deliver to fer pronption after he termination acte thereof tenants with whom Manager is currently in negotiation and in the event such negotiation results in a lease or lesse extension being executed by Tenant, Owner shall pay to Maneaer a leasing commission as set forth herein payable at the time the lease document is fully executed by both tenant and Landiord.

In the event of any temmination of this Agreement. Manager shall deliver to owner. or such other person or corsospondence, and ather data concerning the operation of the Promises and all funds in Manager's possession belonging to owner, and assign, transfer or convey to owner. or such other person or persons as may be designated by onner, all maintenance contracts equipment and personal property relatiag to or used in the maneqement, operation and maintenance of the Premises except for any such equipment or personal property padd for and owned by Manager.
\end{abstract}
article vi

Indemnity: Liability

\begin{abstract}
6.1. Manager's Indemnty Owner shall ircemify
Manager and its parent (Draper and Kramer. Incorporatedi and Manager and its parent (Draper and Kxamer; Incorporatedi and
save them harmbess from and against alt claims, lesses. expense snd liabilities arising out of damege to property (including loss of use thereof) or injury or death of persons fincluding the property and persons of the parties hereto and their agents. servarts. emplovees and contracters) arising ont or or occasioned by or in connection with the exietence, use or condition of the Premises funless basec upon the gross negligence or willful act or cmission of Kanager or Manager's agents. servants. employees or contractorsi and all costs. fees and attorney s expenses in connection therewith. Owne: sheil promptly and diligently at Owner's expense deiend against any claim. demand, action or procecding comenenced against Nanager on against Manager and Owner jointly or severally arising out of or in connection with the premises. uniess based upon the gross negiigence or the willful act or mission or lanager. its agents. servants, employees or contractors. Manager shall incemnify Owner and save Cwner harmless from and egajnst all claims. losses. expenses and dabilities arising out of damage to propetty or injury to or decth of persons (including the property and persons of tine parties he:eto and thei: Manager, servants. contractors and with the gross negligerce or willful by or in connection ith me gross negligerce or williul act or onassion of sonagen agents. servants. employees and connractore and all costs. ites and attorney's expenses in
connection therewith.

Owner further agrees to indemnify, save and hold Manager facting as Agent for owner: harmless from and egainst any expense (inciuding court costs and reasonable attorneys eesjeloss. damage, fre penalty or liability arising from mace or brought against Manager by reason of its managemert of the premises. proviced Manager shall not heve been guilty of cross negligonce of will:ul misconduct in the performance of its duries fiereunder.
\end{abstract}

COE.RUSH. 000511

\begin{abstract}
It is further agreed thet the Owner will provide evidence to Manager in the form of certificates of insurance subject to the approval of Mensger for adequacy of protection and the satisfactory character of the ineurer. providing a comprenensive general liability polioy on no less than standard form, to include as an additional named insured, the Manager and its parent for the duration of this Agreement. Such policy shall provide not less than the following limits and coverages:

\section*{Direct. Contingent and}

Contractual Liability. . \(\$ 1.000 .000\) amon person: \(\$ 5.000 .000\) oach accurrence
Property Damage Liability, \(\$ 500,000\) each occurrence: \$500.000 aggregate
Such certificate shall contain provisions that the soid insurance policy shall not be changed or cancelled during he tem of coverage until after at least thirty (30) days prior written notice by certified mail to Maneger.
6.2 , Waver of Subrogation. To the extent that any
such loss is covered by a policy of ingurance, and provided ho following wasver does not diminish the insurance proceeds availabie to the waiving party, ach party waives in favor of the ocher any caim for canate to the property of the waiving phaty. Owner. or if reguested by orner in wiming. Manager. insumance whth poesect to the premany issuing t policy of mroperty located on or sbout the premises to respect to any accept the foregoing waiver, and any fee. charge or additional premium imposed for such recognttion and acceptance whall be borne by owner
\end{abstract}

ARTICLE VET

Miscellameous
7.1. Totentionally Deleted.

\footnotetext{
7.2. Notices. All notices. demends, statements and communications given hereunder shall be in writing and shall be deemed to be delivered when sent by either first class mail. Telefax transmission, by air express mail, or by personal delivery, and if intended for owner, shall be addressed to owner, at its address hereinabove set forth. and if intended for Manager, shall be addressed to Manager at its address hereinabove set forth. or to such other address as either party may, by written notice given in accordance with this section 7.2, advise the other party. Notices may be given on behalif of any party by its respective counsel.
7.3. Manager (as Agent of owner) is an independent contractor, Manager shall not be required to spend its full time and attention in the management and operation of the Premises. but Manager shall devote to the Premises such portion of its time as may be reasonably necessary to accomplish the objectives set forth herein. Each party shall have the right to engage in any other activity for its own benetit or advantage. including any competitive real estate venture Nothing contained herein shall preclude prevent or be a limitation upon amy party being engaged in any other
venture, whether acting for itself or for others or as a partner in partnership or as a stockholder in others or as a partner in orterwise.
7.4. Manager's Authority Manager shall be of all acts under this Agreement, Manager by agreeing to perform the obigations or owner. Shall not be deemed to have shall not confer any rights on any person not a party hereto.
7.5. Captions, The captions to the various Articles and Sections of this Agreement are for convenience of reference only and shall be of no effect in construing the rererence only and shell be of no effect in construing the
7.6. Governing Lav. This Agreement and the rights and obligations of Owner and Manager hereunder shell be construed. In accordance with the lats of the State of Illinois.
}

COE.RUSH. 000513
approval of Owner, have manager may, without such approval of owner, have mployees or contractors of Manager actually perform Manager's duties hereuncer, provided that Manager shall remain primarily obligated for the performance of such duties. Manager may not assign this Agreenent without Owner's prior consent which shall not be unreasonably wthhelc. Except as aforesaid and as otherwise provided in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their cespective successors and assigns.
7.3. No Waivers. The fallure of Ownex or Manager to seek rearess for violations or to insist upon the striet performance of any covenamt, agreement, provisions or conditions of this Agreement shall not constitute a waiver thereot, and owner and Manager shall have all remedies provided in this agreement and by applicable law with respect violation ox default.
7.9. Entire Agreement, This Agreement embodies the entire understanding of the parties, and there are not further greements or understandings, written or oral, in effect between the parties relating to the subject mattor hereof
7.10. Remedies Cumulative, All rights, privileges and remedies afforded owner and Manager by this Agreement shall be cumulative and non-exclusive, and the exercise of any ther wight, remedy or privile phat of any other fight, temedy or pri

IN WITNESS WHERBOF, the parties have caused this
Agrement to be executed the day and year first above written.


Owner: Lake Headows Assoctates,
an Illinols Limited Eartnership
By: Draper and Kramer, Incorporated, general parther

schedule "A"
retmbursable employees
Employee Title

On-Site:
Sue olszowka Manager

Lisa Sizemoxe Secretary

Off-Site:

None

Note: Cost on gross salary, plus the related employee benerit costs, Ere Eully reimbursable for the "On-site" employees listed above. "OEf-Site" employees are to be pro-rated based upon time actually spent on-site and only the promrated cost is
reimbursable by owner.

\section*{Management and Leasing Agreement}

This MANAGEMENT AND LEASNO AGREBMENT, dated as of the date appeaing on the signature page hercof, between be manager executing this Agreemert (luereinater teferted to as "Owner") and D \& K Living Compration dba DK Real Estate Services (hereinafer referred to as "Manager"):

Whrreas, the Owher holds legat tite to, or a leasehold interest in, certain office rental properyy, described in Puragraph (c) hereot (hereinater roferted to as the "Property"); and

Whrreas, the Owner wishes to appoint an exclusive managing and ieasing agent qualified to render the management, leasing and operating services required for the Preperty; and

Whereas, Manager agrees to mange, lease and operate the Propety in a frrst-class manner consisten with the best sandards of operation for retail/office buildings and commercia properties in the area.

Now, Therefore, die parties agree as follows:
1. Employment of Manager; Term; Defmed Terms.
A. Retention of Manager:

Owner hereby exclusively employs Manager and Manager bereby accepts the employmers, effective on the Eftective Date (as set forth in Paragraph l(c) hereof) upon the terms set forth heren, to manage, lease, smo operate the Property and to chuse the Property to be maintained.
D. Terni.

The initial term ("Inital Temm") of this Agreement shall be for the period specifed in
Paragraph 1(c) hereof commencing on the Effective Date; this Agreement shall cortinue Paragraph l(c) hereof commencing on the Effective Date; this Agreemen shall continu this Agreement, then Owner shall give notice of same to Manager, in writing, not less this Agrement, then Owner shall give notice of same to Manager, in writing, not less
than thirty (30) days prior to termination of the Original Tem or any Renewal Tem of this Agreement or (ii) Manager wishes to terminate this Agreement, then Manterer shall give notice of same to Owner, in writing. not less than thiry (30) dhys prior to termination of the Original Term or any Renewal Term.
C. Defined Terms.

The following are defnitions of certain terms used in this Ageeenent:
Property: Lake Meadows Shopping Center
3357 Martin Luther King Dr., Chicago, IL 60616
Effective Date: January 1,2010
Initial Term: One (l) year
Working Capital Reserve: 0
Masagement Foe: Three (3\%) percen of gross receipts
Teman Improvement Percentage: See Ardicle IV.C.
Owner: \(\quad\) Lake Madows Associates, an Minois Limited Portnershty
Owner's Address: \(\quad 33\) West Monroe, Suite 1000, Chicago, IL 60603
As of: Dacember 23. 2009

\section*{Management and Leasing Agreement}
II. Duties of Manager.

Subject to the conditions and limitations set forth herein and at the expense of Owner, the Manager shall perform the following duties in a careful, diligent and prudent manner:
A. Operation in General.

Use its best efforts to manage and operate the Property in a first-class manner consistent with first-class office buildings and to lease and keep leased all space in the Property to desivable tenants.
B. Marketing and Leasing; Execution of Leases. Manager shall have the exciusive right to lease the Propeny and shall use its best efforts
to obtain suitable tenants. In connection therewith and in furtherance thereof, Manager to obtain suitable tenan
shail do the following:
1. Plans and Budgets.

Manager shall develop, and submit for Owner's approval, marketing and advertising plans and budgets.
2. Effectuation of Pians.

As approved by Owner, Manager shall causc the availability of the Property to be advertised or otherwise publicized in such journais and in such manner as to bring such availability to the attention of possible tenants. Manager shall use its best effors to cruse the cosis of such advertising and promotion to remain within the budget.
3. Lavolvement of Other Brokers.

Manager shall make known to the brokerage community that the Property is
Manager shall make known to the brokerage community that the Properly is
available for disposition and shall work with such other brokers with a view available for disposition and shall work with such oher brokers with a view
towards securing a purchaser or tenant. In this regard, Owner shall direct all inquiries to Manager and shall cause and permit Manager to negotiate with other brokers.
4. Reports.

Manager shall submit periodic reports to Owner with respect to its marketing of the Property. Manager and Owner shall periodically review the plans and the budget with a view towards making appropriate nodifications to inprove the effectiveness of the leasing effors.
5. Terms of Leases; Execution Authority.

Manager shall negotiate, execute and deliver on behalf of Owner, leases in accordance with the schedule of rents and on forms of lease, approved by Owner,
C. No Discrimination

TT IS LLLEGAL FOR OWNER OR MANAGER TO REFUSE TO DISPLAY, LEASE OR SELL TO ANY

\section*{Pivileged 8 Conifidential}

Management and Leasing Agreement
person gecause of ther race, color, religion, national orign, sex or PHYSICAL DISABLIJTY.
D. Tenant Relations.

Maintain business-like relations with tenants, whose service requests and complaiats shall be received, logged, and acted upon in a systematic fashion. Complaints of a serious nature shall be immediartly reported to the Owner and, after thorough investigation, appropriate recomerendations for handing such complaints shall be submitted to Owner.
E. Collect Rent; Enforce Lenses.

Collect all rent and other sums due to Owner under the terms of any lease or rental agreenent curtenty in effect or hereafter entered into and deposit ite same in a special agreement curtenty in effect or hereatter entered lato and deposit the same in a special
bank account. The Manager may, with the approval of Owner, compromise claims for bank account. The Manager may, with the approval of Owner, compromise claims for
such rent or other sums and, at the expense of and with the approval of Owner, institute such rent or other sums and, at the expense of and with the approval of Owner, institute
legal proceedings in its own name or in the name of the Owner to colleat the same, to legal proctedings in its own hame or in the name of the Owner to collect the same, to
evict or dispossess tenants or others occupying space in the Property and otherwise to enforce the rights of Owner with respect thereto, and with Owner's consent compromise or setule ary such proceedings.
F. Maintenance and Repair; Emergencles.

At the expense of Owner and in accordance with the Budget described in Paragraph 3 hereot, cause to be made such ordinary repairs and maintenance to the Property and purchase such supplies and equipment for the normal maintenance and operation thereof as Manager deems advisable or necessary; provided, however, that Manager will not incur expenses for repaits of any one item in excess of \(\$ 1,000\) without the approval of Owner except in those cases when, in Manager's opinion, an emergency requires such action before approval of Owner can reasonably be obtained. provided further, however, that all such cases shall be reported to Owner with all reasonable promptness. in that all such cases shall be reported to Owner with all reasonable promptness. In
conmection therewith Manager may, at Owner's expense, aud with the prior approval of connection therewith Manager may, at Owner's expens
Owner, engage architects, engincers, or similar experts.
G. Utilties; Routine Outside Services.

Contract, at the expense of Owner and in accordance with the Budget, for gas, electricity. telephone, elevator, wudow cleaning, vermin extermination, and other services Manager deems appropriate in the operation and maintenance of the Property as provided herein; provided, bowever, that any such contract for a term in excess of one year shali require the prior approval of Owner. Copies of all contracts entered into pursuan hereto shall be delivered to Owner.
H. Building Manager.

At Manager's expense, employ and have available at all relevant times a qualified. competent building manager who shall be in charge of the Property.
I. Licensing of Manager.

At Manager's expense, obtain and keep in effect during the term hereof, any licenses, permits or other governmenal consents required to be held by a property manager in order for Manager to perform its duties and obligations hereunder.

\section*{Management and Leasing Agreement}
J. Employees.

At Owner's expense, employ, supervise and use a sufficient kind and number of employees, servants and contractors to provide building services recuired in all leases and as may be necessary to provide physical operation and maintenance of the Property all of whom shall be employees, servants or contractors of Owner; subject, however, to Owner's tight in its sole discretion to approve the number, qualifications, salaries and benefits (except as may be governed by law or union contracts) of employees and to require Manager to terminate or discharge any employee, servant or contractor for any resson whatsocver.
K. Security.

Consult with Owner concerning such security and security services and assist in Consult with Owner concerning such security and security services and assist in
implementation of such policies concerning security and security services for the Property as may be directed by Owner. Owner recognizes and acknowledges, however, that Manager is not, and does not hold itself out to be, an expert in security. Owaer shat indemnify, defend and hoid harmless Manager (and is agents. employees, officers and directors) against any athd at! loss, cost (including attoneys' fees), damages, suits and tiability whatsoever arising from or in any way relating to security (or the lack. insufficiency or supervision thereof) at and around the Property.
L. Payment of Certain Items: Mortgage, Taxes, Etc.

On behalf of Owner and at Owner's expense, Manager shall pay mortgage interest and amorization, ground rent, real estate taxes, water and sewer charges, and other assessments in respect to the Property, as Owner shall direct, from funds provided by Owner or received as revenue from the Property. Manager; with the prior approval of Owner, shall defend against or seek revision of, or appeal from, any assessment or charge Owner, shall defend against or seek revision of, or appea: from, any assessnent or charge
which it deems excessive or improper and all such actions may be taken in the name of Owher or as Owner shall decide. In connection with such actions, Manager may, with Owher or as Owner shall decide. In connection with such actions, Manager may, with
the prior approval of Owner and at Owner's expense, employ real estate attomeys and the prior approval of Owner and at Owner's expense, employ real estate attomeys and
real estate experts for appraisals and testinony, pay any such charges or assessments real estate experts for appraisals and testinony, pay any such charges or assessments
under protest and seck refunds thereof, and compromise any proceeding or claim with respect thercto.
M. Insurance.

Cause to be placed and kept in force, when authorized in writing by Owner and as Owrer's expense, all forms of insurance required by law, required hereunder or reasonably required to adequately protect Owner and Manager.
N. Code Violations.

Manage the Property in a manner consistent with that of a first-class office and commercial buildings and use its best efforts to comply with all building cotes, zoning and ticensing requirements, and all other requirements of the duly constituted Federal, State and local govermental authorities. Promptly after receipt, Manager shall deliver to Owner a photostat of any rotice of violation of any law, order, ordinance, rule, regulation or requirement of any governmental authority. Manager may, at its discretion and with

As of: December 22. 2003 Poge 4 of 15

\section*{Management and Leasing Agreemant}
the prior approval of Owner, appeal from any requirement Managet deerns unwarranted, and may with like approval, compromise or settle any dispute regarding such requirements.
0. Use of Coussel.

Engage legal counsel, only with the prior approval of Owner, to sdvise on legal matters and conduct legal proceedings arising in the performance of Manager's duties hereunder.
P. Retention and Application of Funds.

Maintain a speclal bank account in which Manager will deposi funds received pursuant to this Agreement and pursuant to the terms hereof, make distursements from sucb accound to pay, at Owner's expense, Manager's compensation and all other accounts payable for the Properiy. Any funds received by Manager pursuant to this Agreanca shall not be conuningled with Manager's funds nor with funcs teld by Manager for others, except that Owner acknowledges that when received, such funds are deposited into a clearing account before being segregated into the separate account maintained for the Property. Manager shall maintain a separate bank account and segregate on its reconds security deposits, if any. received from tenants and same shall be accounted for as the funds of
Owner except as may otherwise be provided by law. Owner except as may otherwise be provided by law.
Q. Fidelity Bond.

Manager and its employees who handle or are responsible for handing funds received by Manager pursuant to this Agreement shall be bonded, al Manager's expense, by a fidelity bond. Manager agrees to provide to Owner a certificate of insurance indicating such coverage.
R. Accounting Matters.

Maintain accurate cash records, in accordance with generally accepted property Mantain accurate cash records, in accordance with generally accepted property
management accounting principles, of receipts and disbursemens and tenant receivabie management accounting principles, of receipts and disbursemens and tenant receivable
balances with respect to all transactions conceming the Property. Manger agrees that balances with respect to all transactions conceming the Properiy. Manager agrees that
upon reasonable notice from Owner, all such records shail be available during regular upon reasonable notice from Owner, all such records shail be available during regular
business hours for audit, inspection and copying by Owner's accountants and authorized business hours for audit, inspection and copying by Owner's accountants and authorized
representatives. Upon the termination or expiration of this Agreement, all such records (which shall include correspondence, leases, paid and unpaid bills, and all other records) shall be returned to Owner.
S. Reports.

Render 10 Owner within fiffeen (15) days after the end of each month accurate reports of cash receipts and disburscments with respect to the Propery logether with originals of all nvoices. The acceptance by Owner of any such reports shall be without prejudice to the rights of Owner.
T. Remission of Cash; Working Capital Reserves.

Remil to Owner with said repors the net balance due to Owner as refected in said reports ormil to Owner with said repors the net balance due to Owner as refected in said reports
of or in a summary of said reports, provided that Manager may retain such amount of
working capital as specified in Paragraph 1 (c) hereof. In the event cash in the hands of working capital as specified in Paragraph 1 (c) hereof. In the event cash in the hands of
Manager is not sufficient to pay the obligations required to be paid by Owner, Owner Manager is not sufficient to pay the obligations required to be paid by Owner, Owner
shall prompdy, anter receipt of a wrillen request therefore, furnish Manager with funds

As of: Decembar 22, 2009
Page 5 of 15

\section*{Management and Leasing Agreement \\ required to pay such obligations. Manager shall not be obliged to make any advances out of Manager's own funds to or for the benefit of Owner or the Property.}
m. Budgets; Additional Cash Requirements.
A. Preliminary Budget.

At least sixty (60) days before the begiming of each new fiscal year of Owner, Manager shall submit a preliminary operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the next fiscal year of Owner based upon the then current schedule of monthly rents, and taking into account the general condition of the Property and all anticipated increases in costs plus reserves for contingencies and the Property and all anticipated increases in costs plus reserves for contingencies and
necessary replacements. Until further notice from Owner, the fiscal year of Owner shall necessary replacemen
be the calendar year.
B. Final Budget.

Manager shall submit to Owner Eor Owner's approval, in final dratt at least thitty (30) days prior to commencement of the fiscal year for which it has been prepared, each such Budget, together with a statement from Manager outlining a plan of operation and justifying the estimates made in every important particular. Manager agrees that prior to the expenditures by Manager of any funds pursuant to any such Budget, the Budget must be approved in writug by Owner; provided, however, that notwithstanding the absence of such approval Manager may pay normal, ongoing expenses of operating and maintaining the Property, including the compensation of Manager.
C. Additional Cash Needs.

Manager shall prompty notify Owner in tie event disbursements required to operate and maintain the Property and to maintain reserves (including, but not limited to, the working capital reserve) are in excess of the revenues which Manager anticipates collecting from the Property on or before the time such disbursements must be made and Owner shall promptly provide such funds.
IV. Compensation of Manager.
A. Management Fee.

Commencing the Effective Date, as compensation for its management services under this
Agreement, Manager shall be entitied to disburse to itself on or before the last day of each month the Management Fee (as set forth in Paragraph I.C. hereof).
1. Gross Receipts.

For the purposes of determining said monthly management fee, Gross Receipts is defined as all revenue derived from the Property (including, but not limited to, all lease income and all other revenue or receipts from tenants or others leasing or using space, all payments from contractors using the space, all rent settlements or liquidated damages of tenants on and in the Property, and all payments from concessionaires, vending machines, parking and the like) exchuding any sums

Management and Leasing Agreement
received fron loans, mortgages, insurance proceeds (except proceeds of rent loss or similar insurance, if any), sale or taking by emment domain of all or any portion of the Property, and security deposits matil applisd to rent.
2. Partial Months.

Appropriate apportioumant shall be made in the monthly management fee for any partial monclis at the beginning and end of the term of this Agreement.
B. Leasing Commissions.
1. New Tenants.

With respect to any lease or tight to occupy a portion of the Property affected with a "New Tenant" (being a person or entity which is not occupying a portion with a "New Tenant" (being a person or entity which is not occupying a portion
of the Properyy pursuant to a lease at the Effective Date), Manager shall receive a of the Property pursuant to a lease at the Effective Date),
Full Comission (as defined in Paragraph IV.F. hereof).
2. Existing Tenants.
a. Renewal.

When an "Existing Tenant" (being a person or entity occupying space on the Property pursuant to a lease) renews its lease, exercises an option to renew its lease or enters into a new lease for the identical demised Paragraph 4(f) bereof).
b. Expansion.

When an Existing Tenant occupies or obtains the right to oceupy a portion of the Property in addition to that demised under its then existing lease, Manager shall receive a Full Conmission; provided, however, that if such occupancy of additional space is pursuant to exercise of a right if such occupancy of additional space is pursuant to exercise of a right
granted in an existing lease and does not require the negotiation of rent or granted in an existing lease and does not requive the negotiation of rent or
tenant improvements, then Manager's commission shall be a Renewal Commission.
c. Reneryal and Expansion.

When an. Existing Tenant simultancously renews its right to occupy premises demised under a lease and obtains the right to occupy premises other than the demised premises, then Manager shall recejve a Renawal Commission will respect to the continued occupancy of the demised
premises and a Full Commission with respect to all other portions of the premises and a Full Commission with respect to all other portions of the Property to be occupied.
3. Cooperating Brokers.

If a tenant is represented by a broker or indicates that a commission is due and payable to a broker, the Owner shall pay to such cooperating broker a Full Commission or a Renewal Commission, as is appropriate in the circumstances, and shall pay to Manager a commission equal to fifty percent ( \(50 \%\) ) of the commission which Manager would have received had a cooperating broker not

\section*{Management and Leasing Agreement}
been involved.
4. Timing of Payment.
Commissions shall be paid to the Manager upon execution of lease or exercise of renewal.
C. Construction Suparyision.
1. Remodeling; Repair
In the event that Agent is requested by Owner to oversee, superyise or assist in the implementation or effectuation of any construction, remodeling, the implementation of effectuation of any construction, remodeing,
rehabilitation, repair or similar project, Agent shall be entitled to additional rehabilation, repair or similar profect, Agent shall be enitted to additional
compensation determined based on the size, sope and complexity of the work to be supervised by Agent, as enumerated below:
\begin{tabular}{|l|l|}
\hline\(\$ 10,000-\$ 50,000\) & \(10 \%\) \\
\hline\(\$ 50,001-\$ 150,000\) & \(8 \%\) \\
\hline\(\$ 150,001-\$ 250,000\) & \(7 \%\) \\
\hline\(\$ 250,001-\$ 500,000\) & \(6 \%\) \\
\hline\(\$ 500,001-\$ 1,000,000\) & \(5 \%\) \\
\hline 0 ver \(\$ 1,000,000\) & \(4 \%\) \\
\hline
\end{tabular}
2. Tenant Kmprovements
For overseeing and coordinating improvements, build-out, construction, remodeling or the like of demised premises, Manager shall be paid an additional fee equal to \(10 \%\) of the aggregate cost of such work.
D. Sale of Property.
If a sale, transfer or assignment of the Property or a long-term lease of substantialiy all the Property occurs, or if the Agreement therefore is entered into or if the Property or any buiding is converted to-cooperatives or condominums, during the term hercof, then Agent shall be paid a fee equal to "SaleFeem of the gross sale, transfer, assignment or lease price; provided, however, that such fee shall not be payable if Agent is the exclusive Ifsting Agent for sale.
1. Additional Services.
Manager shall be entitted to such additional compensation as may be approved by owner Manager shall be entited to such additional compensation as may be approved by Owner
in advance for performing seryices for Owner beyond the scope of semvices contemplated in advance for perfo
in this Agreement.
F. Certain Definitions.

\section*{Management and Leasing Agreement}
1. Full Commission.

The greater of: Three Dollars ( \(\$ 3.00\) ) per square foot; or three percent ( \(3 \%\) ) of total gharanteed minimum rents over the full term of the lease.
2. Renewal Conmission.

All renewals shall be at fify percent ( \(50 \%\) ) of the above lease commission rates.
V. Mamager - Independent Contractor.

Manager acknowledges and agrees that its relationship to Owner is that of independent contractor. Manager will not represent to anyone its relationship to Owner is other than that of an independent contractor. This Agreement shall not be deemed to create a partnership or joint venture relationship between manager and Owner.
V. Representations and Warranties of Owner.
A. Authority.

Owner warrants to Manager that it is the manager or lessee of the Property and has full authority to enter into this Agreement.
B. Absence of Cazardous Substances.

Owner represents and warrants that either (i) the Property does not contain, and has never been used for the transporting, manufacturing, treating, storage, emission, disposal of any Hazardous Substance (being any dangerous, toxic or hazardous pollutants, chemicals, gases, wastes or substances (solld, hquid or gaseous), including, but not limited to, asbestos, radon, urea or formaldehyde), or (ii) that the use, treatment, existence, emission or the like of any Hazardous Substance on the Property is in full compliance with all laws, rulings, regulations, statutes, orders, decisions or the like ("Law"). Owner covenants that it will not cause, or permit, any Hazardous Substance to be brought onto, or used in conjunction with, the Property or that it will cause the use, treatment, existence, emission or the like of same to be in accord with all Law. Owner shall existence, emission or the like of same to be in accord with atl Law. Owner shall
indemnify, defend and hold Manger harmless with respect to any loss, cosss, fee indemnity, defend and hold Manger harmless with respect to any loss, costs, fee
(including attorneys' fees), claim, datnage or liability resulting from breach of the foregoing warranty and covenant.

VIX. Indemmification of Agent; Insurance
A. General Indennity
1. By Owner

Owner agrees to and shall indemnify, defend, and save Agent (and ts employees, agents, officers, directors and stockholders) harmless from any and all loss, cost, expense, injuries, damages, fines, penaties or the like of any and every kind, nature and description whatsoever, in any way involving, arising from, related to or in connection with: (i) the Property (included, without limitation, the construction thereof and construction defects therein), (ii) the Owner, any Unit, any tenant, any person or property in, on or about the Property, (iii) Agent's management of the

\section*{Management and Leasing Agreement}

Property (including, but not limited to, matters in any way hivolving, relating to of aising from any law pertaining to employment, credit reporting, environmental protection, rent control, taxes, or fair housing, including but not limited to, any law prohibiting, or making illegal, discrimination on the basis of mace, sex, sexual preference, creed, color, religion, age, number of occupants in a unit, familial staus, Hational origin or mental or physical handicap), (iv) failure of Owner to pay (or rimburse Agent) for all agreed compensation and other employment related expenses for On-Site Persomel as provided in Section 2.5(a) (v) Agent's performance of services or duties hereunder or for the Owner or as it relates to any of the foregoing, and (vi) any damage to property and injuries to or death of any employee or other person whosoever or arising from or relating to any accldent, casualty or occurrence whatsoever in, on, about or relating to the foregoing; provided, however, that such whatsoever in, on, about or relating to the foregoing; provided, however, that such indemnification shall not be applicable with respect to any of such which derive solely
and directly from the gross negligence or wilful misconduct of an officer of Agent. and directly from the gross negligence or wilful misconduct of an officer of
In all circumstances, regardless of allegations of gross negligence or wilful In all circumstances, regardless of allegations of gross negligence or wilft
misconduct, or if any other unindemnified claim is made, Owner shall advance the misconduct, or if any other unindemnified claim is made, Owner shall advance the
costs of Agent's defense, which shall be conducted by Agent with counsel of its choosing; if a court finds that Owner or Agent is liable and that such liablity resulted from actions or matters for which Agent is not inctemnified, then Agent shal reimburse Owner for the costs of defense which were advanced.

\section*{2. By Agent}

Agent agrees to, and shall, indemnify and hold Owner harmless from and against any and all loss, cost, expense (including attornoys' fees), liability, suits, clains, damages, inquiries, fine or the like of any and every kind, nature and description whatsoever which derive solely and directly from the gross negligence or willful misconduct of a supervisory employee of Agent.
B. Insurance
1. In General

The Owner shall carry, at its own expense, commercial general liability insurance and, if necessary commercial umbrella insurance, commercial property insurance written on a special cause of loss form including business interruption and extra expense coverage including loss of rental income, equipment breakdown coverage, Owner and in form, substance and amount satisfactory to Agert, The worker's compensation insurance shall have minimum limits of \(\$ 500,000,00\) under coverage Part Two; the commercial general hability insurance (including a personal injury Part Two; the commercial general hability instrance (including a personal injury
liability endorsement) shall have a mbinum per occurrence and aggregate limit of least \(\$ 5,000,000.00\) and shall include broad form property damage, noin-owned automobile, blanket contractual and personal injury coverages. All insurance required hereunder, including commercial general liability insurance, and any other

\section*{Management and Leasing Agreement}
insurance coverage (including umbrelin coverage) of the Property or the Owner with respect thereto, shall inchude Agent as a named, defined or additional insured on a primary and non-contributory basis; it is understood that Agent may not be included as a named insured on the worker's compensation insurance, but, in such case, Agent
shall be included as an "alternate employer". The company with which the insunce shall be included as an "alternate employer". The company with which the insurance is placed shall be given a Policyholder Rating of \(A\) and a Finanoial Category Rating of Class \(X\) by the A.M. Best Company. All insurance policies or certificate of inaurance shall be deposited with Agent. Bech policy shall endeaver to provide that in the event of cancellation thereof or reduction in coverage, the hisurance company shatl provide Agent with at least thirty ( 30 ) days' notice of such canceliation or reduction in coverage. If the Owner fails to place and mantain insurance for Agent as berein provided, Agent may, but is not obligated to obtain such insurance, charge the Owner for same and make payment from funds of the Owner.
2. Owner's Property Insurance

Owner shall provide for the Property all-risk \(100 \%\) replacement cost property insurance coverage writen on a special cause of loss form. All such policies shat contain a clause expressly providing that the insurance company waives all rights of subrogation against Agent and insuring Agent against claims of tenauts or others resulting from a fire or other casuaity. Owner hereby waives all rights and claims against Agent deriving from any damage to the Property and any related loss of rent, regarcless of cause anclucing, but not limited to, neghigence of Agent or its Agents or employees); it is expressly understood that Owher shall insure againat such risks,
which insurance shall include Agent as a named, defned or additional insured, if which insurance shall include Agent as a named, defined or additional insured, if possible, or shall include a waiver of subrogation against Agent.
VII. Linutation on Assigument.

This Agreement may not be transferred, assigned, sold or, in any manner, pledged or hypothecated by Manager. Notwithstanding the above, Manager may without the prior consent of hypothecated by Manager. Notwithstanding the above, Manager may without the prior consent of
Owner, at Manager's expense, assign thia Agreement or subcontract the performance of its duties Owner, at Manager's expense, assign this Agreement or subcontract the performance of its duties
or a portion of its duties heremor to a parent, subsidiary, or affiliated corporation of Manager or a portion of its duties heremoder to a parent, subsidiary, or affiliated corporation of
licensed to do business in the state in which the Property is located, or to a hirct party.
Vul. Termination.
A. Termination by Owner.
1. For Cause.

If Manager shall be in default in the performance in any of its dutios or obligations hereunder, the Owner shall have the right to terminate this agreement upon thinty (30) days' written notice to Manager specifying the particular act or acts of defauts; provided, however, that if such act or acts of default are of such nature that they can be cured, such termination shall not be effective unless and until Manager shall have failed to cure or commence to cure such act or acts of default within twenty (20) business days following the date of such notice. default within twenty (20) business days following the date of such notice.
Owner shall have the right to teminate this Agreement immediately upon writen notice without penatity in the event of bankruptcy, assignment for the benefit of

\section*{Management and Leasing Agreement}
creditors or dissolution of Manager.
2. Gpon Sale.

Owner may terminate this Agreement effective upon sale of the Property to an nrelated third party upon thirty (30) days' written notice to Manager. If such termination occurs within the Initial Term hereof and Manager is not the exclusive listing broker, Owner shall reimburse Manager for "start up" costs not to exceed \(\$ 15,000.00\).
B. Texmination by Manager.
1. Manager may terminate this Agreement on thirty (30) days' written notice of Owner fails to provide the necessary funds for operation of the Property in a manner consistent with the best standards of operation for similar type property or fails to provide the necessary funds to pay bills when they are due (except ltems disputed in good fath which are properly reserved for) or is in breach of this Agreement; provided, however, that if the Owner provides the necessary funds or cures such breach within said thirty (30) day period, then this Agreement shall continue in full force and effect.
2. Notwithstanding the provisions of Paragraph 8(b) (i) hercof, Manager shall have the right to cancel this Agreement at any time by written notice to the Owner of is election to do so, which cancellation shall be effective upon the service of such notice, in any of the following circumstances:
a. It is alleged or charged that, if Owner or Manager (in its reasonable judgment) believes that, the Property or any equipment therein or any act or failuxe to act by the Owner or the hiring of enployees to manage it fails to comply with, or is in viclation of, any of the recuirements of any constitutional provision, statute, ordinance, law of regulation of any governmental body or any order or ruling of any public authotity or
official thereof having or claiming to have jurisdiction there over, and the official thereof having or claiming to have jurisdiction there over, and the
Marager in its sole and absolute discretion considers that the action or Manager in its sole and absolute discretion considers that the action or
position of the Owner with respect thereto may result in damage or liability to the Manager of jeopardy to its real estate license.
b. Any required insurance shall not be mamained to the full extent required by this Agreement.
c. Owner shall be subject to any proceeding against it or initiated by it under any bankruptey or creditor protection statute or the like.
C. Termination Fee.

Intentionally Omitted.

Mahagement and Leasing Agreement
D. Continuation of Indemuity and Certain Other Obligations.

It is expressiy understood and agreed that any and all obligations to maintan msurance and all indemnifications set forth in this Agreement shall survive any termination or expiration of the Agreement. Termination of the Agreement shall not terminate any liability or obligation of the Owner to Manager for any indemnification, payment, reimbursement or other sum of money then due and payable or thereafter becoming due and payable to Manager, Upon termination of the Agreement, Owner automatically assumes all of Manager's obllgations and responsibilities under the Agreement and all contracts, liabilities, indebtedness, obligations and the like relating to the Property.
E. Leasing Commissions.

Notwithstanding the termination or expiration of this Agrement, Owner shall pay Notwithstanting the termination or expization of this Agrement, Owner shall pay
Manager the leasing fees, which Manager has earned at the time of such termination or Manager the leasing fees, which Manager has earned at the time of such termination or
expiration pursuant to Paragraph IV.B. of this Agreement when such fees are due and payable.
1. New Tenant (Terms Agreed); Additional Space; Renewal or Options.

For any lease to a New Tenant, for any lease (including, but not limited to, an amendment or addition to an existing lease) to an Existing Tenant for additional space, or for any renewal or option lease, which is being negotiated but has not yet been signed at the time of the expiration or termination of this Agreement, Manager shall also receive the fee which Manager would be entitled to receive pursuant to Paragraph 4(b) upon execution of such lease or exercise of any renewal in the following circumstances:
a. The tarms of any such lease have been substantially agreed upon by Owner and the tenant before the expiration of this Agreement and,
b. (1) In the case of a renewal or option:
(a) if any such lease shall have been fully executed and delivered within four (4) months atter the end of this Agreement, or,
(b) if the renewal or option term shall have commenced within six (6) months of the end of this Agreement.
(2) In the case of a new lease or lease for additional space:
(a) If any such lease shall have been fully executed and delivered within six (6) months after the end of this Agreement,
if tenant shall have taken possession of the space covered by the lease within six (6) months after the and of the Agreement,
(c) or both.
2. Ney Tenant (Terms Not Agreed)

In the event that Manager has found a New Tenant, but the form and terms of the

\section*{Management and Leasing Agreement}

> Lease to the new tenant have not been substantially agreed upon by Owner and such new tenant before the expiration or termination of this Agreement and, a lease shall have been subsequently executed and delivered by Owner (who shall act in good faith) and the new tenant within six ( 6 ) months after the termination of expiration of this Agreement, hen Manager shall be entited to receive fifty percent ( \(50 \%\) ) of the fee which Manager would be entited to receive pursuant to Paragraph 4(b) of this Agreenent, as if said lease had been executed while this Agreement was in effect. Manager shall give Owner writen notice of the nanes of any persons or entities for which Manager claims it may be entitled to receive a fee pursuant to this Paragraph within thirty ( 30 ) days after the termination or expiration of this Agreement and Manager shall be entilled to receive the fees in accordance wilh the terms of this Paragraph only for those persons or enities listed in said notice. Any fee payable to Manager pursuant to this Paragraph shail be paid within ten (t0) days ater the execution and delivery of any such lease.
XX. Exchnsive Sales Agrement.

Intentionally Omitted.
X. Notices.

All notices shall be in writing and shatl be sufficient if delivered personally or sent certified mail, return receipt requested, delivery timited to addressee only, postage prepaid, addressed:
\begin{tabular}{ll} 
If to Manager: \(\quad\) & D \& K Living Comporation \\
& 33 West Monroe \\
& Chicago, Mlinois 60603 \\
& Attention: Senior Vice President
\end{tabular}

Each party may change its address by notice to the other party. Any notice sent by mail in accordance with this Paragraph shall be deened delivered on the second day following the mailing thereof.
XI. Management Office; Identification of Manager.

The Owner hereby agrees to identify the Manager as the exclusive leasing and management agent for the Property furing the term of this Management Agreemeni. Manager may erect a tasteful sign on the Property making such identification.
XII. Binding Effect.

This Agreement shall be binding upon the parties hereto and their respective successors \({ }_{f}\) assigns, heirs, executors and administrators.


Marager:


\section*{EXHIBIT 3}

derman Bobbie Rusn 3359 South King Orive Chicago, Illinois 60616
Dear Alderman Rush:
Following our recent meeting, I referred to your lease agreement to determine the correct date of rent commencement for your premises. The correct commencement date is January 1, 1990, which means that the November
and December, 1989 charges will be removed from the current balance due on your account is \(\$ 3,386.96\). The . Therefore, which is due on the first of each month, in advance is:
\begin{tabular}{lr} 
Base Rent & 627.00 \\
Common Area Maintenance & 343.87 \\
Insurance & 10.04 \\
Real Estate Tax & 145.58 \\
Total & \(\$ 1,126.49\)
\end{tabular}

Please remit your check in the amount of \(\$ 3,386.96\) payable to Lake Meadows Associates, C/0 Harold J. Carlson Associates, Inc., 9801 West Higgins Road, Suite 420, Rosemont, Illinois 60018 . As soon as this account is current, we will process the extension of lease to June 1,1991 as we discussed.

Very truly yours,
HAROLD J. CARLSON ASSOCIATES, INCORPORATED


Shopping Center Manager
so/ds

\section*{EXHIBIT 4}


December 25, 1989
Alderman Bobby Rush

Re: Lake Meadows
Good Morning:
For your permanent file I enclose fully-executed lease documents for the above-captioned loeation.

He wish you the very best of luck, as always, and trust if we can be of further assistance to you that you won't hesitate to give us a call.

Cordially,

Ms. Dae Hells, Supervisor
Corporate Leasing Department
dms
Enc.
co: Heber
Bailey
Bailey
Durkalski
Olszowka
Ander
Hall
a Draper and Kramer vompany

\section*{EXHIBIT 5}

\section*{DRAPER AND KRAMER}

Inter-office Memorandum
TO: \(\quad\) Fred Ford
FROM: \(\quad\) Richard M. Robey, CSM
DATE: \(\quad\) August 11, 1997
SUBJECT:
Lease with Bobby Rush (formerly Alderman Rush)

Our records indicate we entered into a lease with Alderman Rush on August 4, 1989. The executed copy of that lease was forwarded to the Alderman on December 1 of that year. The delay appears to have been associated with the removal of the former tenant. January 1, 1990, was determined to be the tenant's rental commencement date.

In an inner office memorandum between Susan Olszowka and Forrest Bailey, dated 9/19/1990, we indicated a balance existed for all rents and charges totaling \(\$ 14,937\).19. (Rent of \(\$ 627 \mathrm{mo}\). X 9 mos \(=\) \(\$ 5,643.00\), The balance \(\$ 9294.19\) or 1032.69 mo. related to tenants prorata charges.)

During the year, 1990, we received two checks numbered \#1145 dated April 1, 1990, and \#1660 dated \(7 / 1 / 1990\) in the amount of \(\$ 3,000\) each. Both of these checks were returned for insufficient funds.

On November 5, 1990, notice was sent to the alderman notifying him that his lease expired on \(10 / 31 / 1990\) and he was considered a tenant from month to month, with the landlord reserving the right to terminate the lease upon 30 days notice.

Sue Olszowka's Collection notes indicate the tenants balance to have grown to \(\$ 19,777.72\) by January 17. 1991, with numerous promises to pay having been made over the prior year. (It must be noted that at this time we were asking the Alderman's assistance with the termination of the Newsstand's right to occupy the North-East corner of King Dr.)

Lhave asked our accounting department to see if they have any records for the period between January 1991 and 1995 when Harold J. Carlson's accounting function was transferred to Draper and Kramer and installed on the DREMS system. I have no specific information on the billings for CAM, Taxes or Insurance during that period. It can be presumed that the rental charge had been continued at the same rate as shown on the lease and in our DREMS records for the period since May 1995

I have attached a table of the Rental information that I have been able to confirm to date. As soon as additional information becomes available I will forward it to you.

\section*{ALDERMAN} BOBBY RUSH


\section*{EXHIBIT 6}


\section*{EXHIBIT 7}


COLECTIONS LOG

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COE. RUSH. 001414

1eman: Muta"My idus


chan:" -

\section*{EXHIBIT 8}

0
K67e00004-4E
Advice of Unpaid Deposited Itens
for Account ro.
Page 1 OF \(07-20-1\)
 We are charging your account \(\$ 3\), Dob Do for one item returred unpaid as listed below.

Te: LANE MEQDOWS SHOPPING CENTER DRAPER \& KRAMER
23 W MONRDE ST.
ATTN: CARMEN T ESTELA UP
CJICAGO, IL EOEOJ

Drawne by
ALDERMAN ROBFY RUSH



1
COE.RUSH. 000418
```

O
Advice of Unpaid Depgsited Itrem
dvice of Unpaid Depgsiteci Itemg Page 1 OF 1
for Acoount na.
Page 1 OF 1 04-16-1990

```


We are chargirg your account \(\$ \overline{3}\), bob. Do for one iten returned unpaid as listed below.

TO: LAKE MEADOLS SHOPPINE CENTER DRAPER \& YRAMER
33 W MONROE ST.
ATTH: CARMEN T ESTELA VP CIICAEO, IL 50EOS

From: FIRST NATIONAL OF MT PROSPECT FIRST BANK PLAZA MT PROSDECT ILL EQOES

\section*{Feasar NON-SUFFICIENT FUNDS}

Amcurte 3.200 .00

\section*{EXHIBIT 9}

November 5, 1990

Alderman Bobby Rush
e: Lake Meadows Shopping Center 35th \& King Drive Chicago, Illinois

Dear Alderman Rush,
As you know, the lease for space C-6 at the captioned shopping center expired October 31, 1990. At this time your occupancy is outlinet in the intial ons at the sa the right to terminate this lease upon 30 days written notice.

If you have any questions regarding the status of your lease, please do not hesitate to contact me.

Very truly yours,


Sue 01szowka, cSM -
a Draper and Kramer company

\section*{Privileged \(\&\) Confidential}

COE.RUSH. 000422

\section*{EXHIBIT 10}


November 22, 1991

Alderman Bobby Rush
3361 S. King Drive
Chicago, \(I \mathrm{~L}\) 60616

Dear Alderman Rush;
It is my understanding that you had indicated to Sue that you vere making arrangements to have rental payments automatically dispersed to us from the city Controllers Office. As of this date, we have not received any correspondence or payments from that office.

Please advise me at your earliest convenience as to the status of this matter.
sincerely,
270
Mac Nunn
Operations Manager
a Draper and Kramer company

\section*{EXHIBIT 11}

Interoffice Memorandum
from tbe desk of
WILILAMI. TUCKER, JR., CSM
Draper and Kramer retair Property Services, inc.
\begin{tabular}{ll} 
TO: & Don Vitek \\
DATE: & January 13, wos \\
\(\mathrm{RE}:\) & 2 2w Ward Office \\
& Tenant Receivable Balance \\
& Lake Meadows Shopping Center
\end{tabular}

This tenant owes \(\$ 25,272,10\) in rent and charges. The last rentai payment was made in June 1997. In light of the political issues associated with this tenant, how do we want to proceed?

CC: MOVER

\section*{EXHIBIT 12}




\begin{tabular}{|c|c|c|c|c|c|}
\hline & & & & & page 4 \\
\hline \multicolumn{6}{|c|}{Lease Information} \\
\hline & & & Date & 04/24/2014 & \\
\hline & & & Lease Id & secom & \\
\hline & & & Property & cmi7se & \\
\hline & & & Location & LAKE MEADOWS SHOPPING CTR & \\
\hline & & & Asslgned Space(s) & C060 & \\
\hline & & & Customer & & \\
\hline & & & Ics code & & \\
\hline \multicolumn{2}{|r|}{\multirow[t]{8}{*}{Congressman Bobby Rush 3361 So. King Drive Chicago, IL, 60616}} & & Lease Type & Office Net & \\
\hline & & & Sales Category & Retall Services & \\
\hline & & & L.ease Term & From 11/10/1989 To & \\
\hline & & & Lease Area & \$,506 (Net Rentable) & \\
\hline & & & Monthly Rent & 627.00 & \\
\hline & & & Office Phone & (225)344-4 & \\
\hline & & & Fax No & & \\
\hline & & & E-Mall & & \\
\hline Date & Description & Unit & Charges & es Payments & Balance \\
\hline 01/01/13 & RE Tax Recovery (01/2013) & c060 & \multicolumn{2}{|l|}{600.00} & 1,727.00 \\
\hline 01/01/13 & Insurance Recovery (01/2013) & C060 & \multicolumn{2}{|l|}{19.00} & 1,746.00 \\
\hline 02/01/13 & Store Base Rent (02/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 2,373,00 \\
\hline 02/01/13 & CAM Recovery (02/2013) & c080 & \multicolumn{2}{|l|}{500.00} & 2,873.00 \\
\hline 02/01/13 & RE Tax Recovery (02/2013) & C060 & \multicolumn{2}{|l|}{600.00} & 3,473,00 \\
\hline 0201/13 & Insurance Recovery (02/2013) & C060 & \multicolumn{2}{|l|}{19.00} & 3,492,00 \\
\hline 03/01/13 & Store Base Rent (03/2013) & c060 & \multicolumn{2}{|l|}{627.00} & 4,119.00 \\
\hline 03/01/13 & CAM Recovery (03/2013) & c060 & \multicolumn{2}{|l|}{500.00} & 4,619,00 \\
\hline 03/01/13 & RETax Recover (03/2013) & c060 & \multicolumn{2}{|l|}{600.00} & 5,219.00 \\
\hline 03/01/13 & Insurance Recovery (03/2013) & Coso & \multicolumn{2}{|l|}{19.00} & 5,238,00 \\
\hline V/12/13 & 2012 CAM Reconcliation & C060 & \multicolumn{2}{|l|}{605.33} & 5,843.33 \\
\hline A2/13 & 2012 Insurance Reconclation & C060 & \multicolumn{2}{|l|}{(18.36)} & 5,624.97 \\
\hline 04/01/13 & Store Base Rent (04/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 6,451.97 \\
\hline 04/01/13 & CAM Recovery (04/2013) & CO60 & \multicolumn{2}{|l|}{500.00} & 6,951,97 \\
\hline 04/01/13 & RE Tax Recovery (04/2013) & 0660 & \multicolumn{2}{|l|}{600.00} & 7,551.97 \\
\hline 04/01/13 & Insurance Recovery (04/2013) & 0660 & \multicolumn{2}{|l|}{19.00} & 7,570.97 \\
\hline 05/01/13 & Store Base Rent (05/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 8,197.97 \\
\hline 05/01/15 & CAM Recovery (05/2013) & 0060 & \multicolumn{2}{|l|}{500.00} & 8,697.97 \\
\hline 05/01/13 & 足 Tax Recovery (05/2013) & coso & \multicolumn{2}{|l|}{600.00} & 9,297,97 \\
\hline 05/01/13 & Insurance Recovery (05/2013) & CO50 & \multicolumn{2}{|r|}{19.00} & 9,316.97 \\
\hline 06/01/13 & Store Base Rent (06/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 9,943.97 \\
\hline 06/01/13 & Cam Recovery (06/2013) & C060 & \multicolumn{2}{|l|}{500.00} & 10,443,97 \\
\hline \(08 / 01 / 1.3\) & RE Tax Recovery (06/2013) & coso & \multicolumn{2}{|l|}{600.00} & 11,043,97 \\
\hline 06/01/13 & Insurance Recovery (06/2013) & c060 & \multicolumn{2}{|c|}{19.00} & 11,062.97 \\
\hline 07/04/13 & Stere Base Rent (07/2013) & coso & \multicolumn{2}{|l|}{627.00} & 11,689,97 \\
\hline 07/01/13 & CAM Recovery (07/2013) & coso & \multicolumn{2}{|l|}{500.00} & 12,189,97 \\
\hline 07/01/13 & Re Tax Recovery (07/2013) & c060 & \multicolumn{2}{|l|}{600.00} & 12,789,97 \\
\hline 0701/13 & Insurance Recovery (07/2013) & coso & \multicolumn{2}{|r|}{19.00} & 12,808.97 \\
\hline 08/00/13 & 2012 RETax Reconciliation & C060 & \multicolumn{2}{|l|}{(807.17)} & 12,001.80 \\
\hline 08701/13 & Store Base Rent (08/2013) & c060 & \multicolumn{2}{|l|}{627.00} & 12,628.80 \\
\hline 08/01/13 & CAM Recovery (08/2013) & coso & \multicolumn{2}{|l|}{500.00} & 13,128.80 \\
\hline c8/01/13 & RE Tax Recovery (0ef2013) & C050 & \multicolumn{2}{|l|}{600.00} & \(13,728.30\) \\
\hline 08/01/13 & Insurance Recovery (08/2013) & C050 & \multicolumn{2}{|c|}{19.00} & 13,747.80 \\
\hline 09/01/13 & Store Rase Rent (09/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 14,374.80 \\
\hline '01/13 & CAM Recovery (09/2013) & C050 & \multicolumn{2}{|l|}{500.00} & 14,874.80 \\
\hline /01/13 & RE Tax Recovery (09/2013) & C060 & \multicolumn{2}{|l|}{600.00} & 15,474,80 \\
\hline 09/01/13 & Insurance Recovery (09/2013) & \(\operatorname{cosot}\) & \multicolumn{2}{|r|}{19.00} & 15,493.80 \\
\hline \multicolumn{5}{|l|}{Priviteged \& Confdental} & \multirow[t]{2}{*}{OK000036} \\
\hline \multicolumn{5}{|l|}{COE. RUSH. OOO444} & \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline \multicolumn{5}{|c|}{Lease Information} & Page : \\
\hline \multicolumn{2}{|r|}{\multirow{3}{*}{Congressman Bebby Rush 3361 So. King Drive Chicago, IL, 60616}} & & \begin{tabular}{l}
Date \\
Lease Id \\
Property \\
Lecation \\
Assigned Space(s)
\end{tabular} & \[
\begin{aligned}
& \text { 04/24/2014 } \\
& \text { seccoi } \\
& \text { cm1798 } \\
& \text { LaKE MEADOWS SHOPPING CTR } \\
& \text { CO60 }
\end{aligned}
\] & \\
\hline & & & \begin{tabular}{l}
Customer \\
res Code \\
Lease Type \\
Sales Category
\end{tabular} & \begin{tabular}{l}
Office Net \\
Retal Services
\end{tabular} & \\
\hline & & & \begin{tabular}{l}
Lease Term \\
Lease Area \\
Monthly.Rent \\
Office Phone \\
Fax No \\
E-Mail
\end{tabular} & \[
\begin{aligned}
& \text { From } 11 / 10 / 1989 \text { To } \\
& 1,506 \text { (Net Rentab(e) } \\
& 627.00 \\
& (225) 344-4
\end{aligned}
\] & \\
\hline Date & Description & Unit & Charges & Payments & Balance \\
\hline 10/01/13 & CAM Recovery (10/2013) & C060 & 500.00 & & 16,620,80 \\
\hline 10/01/13 & RE Tax Recovery (10/2013) & C060 & 600.00 & & 17,220.80 \\
\hline 10/01/13 & Insurance Recovery (10/2013) & C060 & 19.00 & & 17,239.80 \\
\hline 14/01/13 & Store Ease Rent (11/2013) & C060 & 627.00 & & 17,866.80 \\
\hline 11/01/13 & CAM Recovery (11/2013) & 6060 & 500.00 & & 18,366.80 \\
\hline 11/01/13 & RE Tax Recovery (11/2013) & coso & 600.00 & & 18,956.80 \\
\hline 11/01/13 & Insurance Recovery (11/2013) & 0060 & 19.00 & & 18,985.80 \\
\hline 12/01/13 & Store Base Rent (12/2013) & C060 & 627.00 & & 19,612.80 \\
\hline 12/01/13 & CaM Recovery (12/2013) & 0060 & 500.00 & & 20,112.80 \\
\hline 1201/13 & RE Tax Recovery (12/2013) & C060 & 600.00 & & 20,712.80 \\
\hline 12/01/13 & Insurance Recovery (12/2013) & 0060 & 19.00 & & 20,731.80 \\
\hline 16/13 & who 2013 charges & 0660 & (6,000.00) & & 14,331,80 \\
\hline 12/16/13 & w/0 2013 charges & C060 & (228,00) & & 14,503.80 \\
\hline 12/16/13 & w/o 2013 charges & 0060 & (7,200.00) & & \(7,303,80\) \\
\hline 12/16/13 & w/o 2013 charges & c050 & (7,524.00) & & (220.20) \\
\hline 12/16/13 & w/o 2013 cresif & 0060 & 807.17 & & 586.97 \\
\hline 12/16/13 & w/0 2013 credit & 0060 & 18.36 & & 605.33 \\
\hline 12/16/13 & w/o 2013 charges & C060 & (605.33) & & 0.00 \\
\hline 01/01/14 & Store Sose Rent (01/2014) & C060 & 627.00 & & 627.00 \\
\hline 01/01/14 & CAM Recovery (01/2014) & 0060 & 500.00 & & 1,127.00 \\
\hline 01/01/14 & RE Tax Recovery (01/2014) & C060 & 600.00 & & 1,727.00 \\
\hline 01/01/14 & Insurance Recovery (01/2014) & C060 & 19.00 & & 1,746,00 \\
\hline 02/01/14 & Store Basa Rent (02/2014) & C060 & 627.00 & & 2,373,00 \\
\hline 02/01/14 & CAM Recovery (02/2014) & 0060 & 500.00 & & 2,873.00 \\
\hline 02/01/14 & RE Tax Recovery (02/2014) & C060 & 600.00 & & 3,473.00 \\
\hline 02/01/14 & Insurance Recovery (02/2014) & C060 & \multicolumn{2}{|l|}{19.00} & 3,992.00 \\
\hline 03/01/14 & Store Base Rent (03/2014) & C060 & \multicolumn{2}{|l|}{527.00} & 4,119.00 \\
\hline 03/01/14 & CAM Recovery (03/2014) & C050 & \multicolumn{2}{|l|}{500.00} & 4,619.00 \\
\hline 03/01/14 & RE Tax Recovery (03/2014) & coso & \multicolumn{2}{|l|}{600.00} & 5,219,00 \\
\hline 03/01/14 & Insurance Recovery (03/2014) & C060 & \multicolumn{2}{|l|}{19.00} & 5,238.00 \\
\hline 04/01/14 & Store Sase Rent (04/2014) & 0060 & \multicolumn{2}{|l|}{627.00} & 5,865.00 \\
\hline 04/01/14 & CAM Recovery (04/2014) & C060 & \multicolumn{2}{|l|}{500.00} & 6,365.00 \\
\hline 04/01/14 & RE Tax Recovery (04/2014) & 0060 & \multicolumn{2}{|l|}{600.00} & 6,965.00 \\
\hline 04/01/14 & Insurance Recovery (04/2014) & 0060 & \multicolumn{2}{|l|}{19.00} & 6,984.00 \\
\hline \(\cdots \times 19 / 14\) & 2013 CSM Recondliation & 0060 & \multicolumn{2}{|l|}{412.07} & 7,396.07 \\
\hline 4/19 & 2013 Insurance Reconcilation & 0060 & \multicolumn{2}{|l|}{(18.03)} & 7,378.04 \\
\hline \multicolumn{5}{|l|}{Privieged \& Confidential} & \multirow[t]{2}{*}{OK000037} \\
\hline \[
\mathrm{COF}
\] & USH, 000445 & & & & \\
\hline
\end{tabular}

COE.RUSH. 000445






COE.RUSH. 000450






\begin{tabular}{|c|c|c|c|}
\hline C894 12／7／2009 & H0021235 179890 & s80092 & cos credita \\
\hline CNM 12／7／2009 & H0022235 179800 & sxcool & CR crodita \\
\hline cam \(12 / \mathrm{p} / 200 \mathrm{~S}\) & स20021235 279390 & steos & ca creditheply \\
\hline  & H0021235 \(\times 79890\) & sscous & \(\mathrm{ck}^{\text {cr crecitap}}\) \\
\hline \({ }^{\text {Pa }}\) CAM \(12 / 7 / 72009\) & H0021235 179800 & s8coen & ck creditap \\
\hline こak 12／7／2009 & & & cR \\
\hline cam 12／7／2009 & 179 & & \\
\hline cam 1／1／2010 & Hacz1295 179900 & 001 & ca Autoctipg \\
\hline 3．153 \(1 / 1 / 2010\) & H0021295 179800 & sscoti & Ca atrocurs mer／31／2010 \\
\hline ［if RET 1／1／2030 & H0021295 1798900 & sticoul & cs antocrra of \\
\hline SIN \(1 / 1 / 2010\) & H0921295 179800 & SECOOS & ct atrockrs \\
\hline CMM 2／1／2010 & H0021506 179890 & sbcool & ca A0rocase en2／20／2010 \\
\hline nas 2／1／2010 & H0022500 179800 & Sticool & ct Abtochic eri \(28 / 2010\) \\
\hline E8T \(2 / 1 / 2020\) & \＃0021508 179800 & secosi & can autocarg emt／28／2010 \\
\hline 97R 2／1／2010 & 180021500179000 & srcoal & car amtochre et2／28／2 \\
\hline SM 3／2／2010 & H2022733 179800 & SECOO2 & CH amtocamg en \\
\hline INS 3／1／2010 & H0021733 179800 & abcoul & CH Aurocricg amj／31／2010 \\
\hline RET 3／1／2030 & \＄0021733 1799800 & stcos 2 & Ca ammecirs \(673 / 31 / 2010\) \\
\hline \(5783 / 7 / 2070\) & H6021733 179890 & SECO2 & C\％дumocarg mm／31／20 \\
\hline TPY 3／1／2010 & 1．0021a20 139890 & escosi & CH 2009 TNS Reconcil \\
\hline SPY 3／1／3010 & 190022920 179800 &  & cy 2009 CX \\
\hline 7314／3／2010 & म0621961 379890 & srcauz & chamrocke \\
\hline ［ws 4／1／2030 & H0022961 379890 & sxcear & Cr Aexocrig mex／30／2010 \\
\hline RET 4／1／2019 & H0021961 379890 & sfepop & ch autcimagexa \\
\hline 3 TR 4／1／2030 & F50021961 179890 & secoed &  \\
\hline 二小 5 5／1／2030 & H002akie9 179880 & stcoas &  \\
\hline Ess 5／2／2030 & H0022189 179880 & Stcion & cy abrocirg ips／31／2010 \\
\hline XET \(5 / 1 / 20\) & H0022189 279400 & skcoal &  \\
\hline 3R8 5／2／2016 & H0022185 179880 & secoal & Gf autockrs mme \(31 / 2010\) \\
\hline 7am \(8 / 1 / 20010\) & H0022401 179500 & sreosi & C3 Amtiocricg ext \(/ 30 / 2010\) \\
\hline ［N－ \(5 / 1 / 2010\) & H0022401 2788800 & ssocos & Cat aurocirn er6／30／2 \\
\hline 12010 & H0922401 175380 & spcos & ca autecirg ett／30 \\
\hline 12／2010 & H0022401 179300 & sscuen & ca murocmeg ax6／20／2010 \\
\hline 3m．1／1／2020 & H0022604 179300 & stcoen & ca sursemeg mit／31／2010 \\
\hline 2x3 7／1／2010 & H0022604 179800 & sacool & cat aviochri \(417 / 3\) \\
\hline 2189 7／1／2020 & H002260 4178300 & sbejar & C\％Abrocurc mil／31／2010 \\
\hline 37R \(7 / 1 / 2020\) & H0023504 179800 & ssceisi & CH AHTLCHRG 9 T7／31／2010 \\
\hline ISM \(8 / 1 / 2610\) & 40022924 179880 & sscoos & Ch aumoctig evt／31／2010 \\
\hline INS 9／1／2010 & H0022824 179890 & strecoal & CR Autrochit mir \(/ 31 / 2010\) \\
\hline 289 3／2／2030 & \％00228824 1788800 & secool & CH Autocrea mri／31／2010 \\
\hline 378 8／2／2010 & H00222824 178800 & ssecoid & Cf abtiocirs meer31／2010 \\
\hline 二am 9／2／3010 & \({ }^{150233023}{ }^{279850}\) & stecon & Cr Aurocanc ems \(30 / 2020\) \\
\hline 2xs 9／1／2010 & \(130023023{ }^{179800}\) & secoon & cif avrocasg en9／30／2010 \\
\hline 3er 9／2／2010 & ［10023023 278809 & asme0 & ch autrcirg amp／30／2010 \\
\hline 37R 9／1／2010 & ［00233023 1758800 & szecosi & cm amocirs ery／30／20 \\
\hline 2M 10／1／2020 & \＃2023233 179800 & s8coud & CH Autocarg emio／31／2010 \\
\hline xng 10／1／2020 & H10023233 279800 & szecou & Ch autherina mixo／31／2010 \\
\hline KET 30／1／2010 & น0923233 273600 & siceor & ch mutherke etio／31／2010 \\
\hline 372 20／1／2010 & H0023333 1798 & &  \\
\hline 2104 12／1／2010 & H0023451 179800 & secoos & Cif Amtoctra emti／30／2020 \\
\hline ins 11／1／2019 & H0023451 1798 & &  \\
\hline 2392 \(11 / 1 / 12020\) & H0023463 279800 & szcooz & Cs Aumparc erxi／30／2020 \\
\hline 372 12／1／2019 & H0923451 179800 & secosi & Ch mutrchra mith／30／2 \\
\hline 2M 32／1／2010 & 40023689 279900 & smejor & Ca Aumocria mr12／31／2010 \\
\hline 7xis 12／2／2019 & 80023559 275800 & secoas & Cat Ampearg emiz／31／2020 \\
\hline vex 12／1／2010 & H00236699 1798008 & secomi & CB Alfochra emiz／31／2010 \\
\hline 12／1／2010 & H0023669 279000 & 5x800 1 & CP Antcchas exneh31／20 \\
\hline 2PY 12／1／2010 & －02357 & ascool & Ch 2009 rizax reconctita \\
\hline FM 12／3／2029 & H0023731 279800 & ascod & но w／o year－mad bax \\
\hline O PPY \({ }^{\text {I2 }}\) & Hoc & sscos． & wo w／o year－end palances \\
\hline
\end{tabular}

\footnotetext{



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\footnotetext{

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\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline & 124 2/3/2012 &  & skcous & Cit murochrg era/29/2012 & 28.00. & 0.00 & 2,265.00 \\
\hline \% & RET 2/1/2012 & 100026475 379800 & skecai & cy numerixa era/29/2012 & 600.00 & 0.00 & 2,065.00 \\
\hline \% & s72 \(2 / 1 / 2012\) & 40025475 379890 & sfecos &  & 627.00 & 0.60 & 3,492,00 \\
\hline c & cam 3/1/2012 & H0026673 179800 & sze00 & cse Afrucrra ersh/31/2012 & 500.00 & 0.60 & 3,932.00 \\
\hline \(\infty\) & TNS 3/1/2012 & H0036673 379300 & sxC003 &  & 19.00 & 0.00 & O11.00 \\
\hline \(\bigcirc\) & FETE \(3 / 1 / 2032\) & \(150285573{ }^{179900}\) & Sxcoma &  & 600.00 & 0.00 & 4,5x1,00 \\
\hline 8 & STE 3/2/2012 & H0026673 279900 & 880008 & CP Amperra ex3/31/2032 & 627.00 & 0.00 & S,238.00 \\
\hline & IPY 3/5/2012 & н0026767 279890 & sscoos & pe 2012 tnsuranca Recontiliation & 0.00 & -9.45 & 5.228 .55 \\
\hline & CPY 3/5/2012 & \$00286767 179880 & s \({ }^{\text {cheor }}\) & CH 2011 CAM Reconctisation & 836.25 & 0 & \(5,528.55\) \\
\hline 星 & Cast \(4 / 1 / 2012\) & H0026864 179900 & smCOO1 &  & 500.00 & & \(6.064,39\) \\
\hline & TNS 4/1/2042 & \$0286964 179890 & ssecos & CH Rufochra ens/30/2012 & 19.00 & 0.00 & \({ }_{6,583,80}\) \\
\hline & RETP 4/1/2012 & \$10026864 179800 & sscoos & Cr atroctra met/30/2012 & 600.00 & 0.000 & 7 7.183.80 \\
\hline & S72 \(4 / 1 / 2012\) & 10026sta 179800 & ssccos & Ca dutuchire e74/30/2012 & 627.00 & 0.00 & 7 7,815.80 \\
\hline & cest 5/1/2032 & H0027047 129300 & azc001 & Cif Autocyrg mrs/31/2012 & 509.00 & 0.00 & 8,310.80 \\
\hline & INS 5/1/2012 & 130027047 179900 & secoos &  & 19.00 & 0.00 & \(8,329.80\) \\
\hline & REP 5/1/2012 & म0027647 879809 & SECOOI & ck Aurocirc ers/31/2012 & 600.00 & 0.00 & a,529.60 \\
\hline & STR 5/X/2012 & H0827047 179900 & sacood & ck Aufocrra mes/31/2012 & 627.00 & 0.80 & 9,555.80 \\
\hline & 2ma \(6 / 1 / 2012\) & 710027354 179300 & ascodi & cr acrecars exb/30/2012 & 580.00 & 0.00 & 10,355.60 \\
\hline & xns 6/1/2012 & W0027254 179850 & skeod & CH mutacurs ext/30/2032 & 29,00 & 0.00 & 10, 075.80 \\
\hline & 361518/1/2012 & \$2027254 178300 & sxcoul & CHf Aryoctils dre/30/2012 & 600,00 & 0.00 & 10,675.80 \\
\hline & 3TR 6/1/2012 & ноб27254 & secpoi & cs Autrecrse mrg \(/ 30 / 20 \times 2\) & 627.00 & 0.00 & 12,302,85 \\
\hline & & & & & 579.27 & 276.47 & \\
\hline
\end{tabular}

1
COE.RUSH. 000461



Privlleged \& Confidential
DK000055
COE.RUSH. 000463


COE.RUSE. 000464


COE. RUSH, 000465



COE.RUSH. 000467


COE.RUSH. 000468


COE.RUSH. 000469







Privileged \& Confdential
DK000067
COE.RUSH. 000475









\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline RTH & & \multicolumn{4}{|c|}{AR HISTORY} & \multicolumn{2}{|r|}{11/20/97} \\
\hline \multicolumn{8}{|l|}{} \\
\hline \[
\begin{aligned}
& \text { TOTA } \\
& \hline 556
\end{aligned}
\] & \[
\begin{aligned}
& \text { AL DUE } \\
& 568.68
\end{aligned}
\] & \[
1-3
\] & \[
\begin{array}{rr}
30 & 31-60 \\
08 & 1308
\end{array}
\] & \[
61-90
\] & \multicolumn{3}{|l|}{} \\
\hline \[
\begin{aligned}
& \text { HOUTH } \\
& 97 / 102 \\
& 97 / 02
\end{aligned}
\] & \[
\begin{aligned}
& \text { ACCT } 59 \\
& 5377
\end{aligned}
\] & MEMO & \[
\begin{aligned}
& \text { DESCRIPTION } \\
& \text { RE TAX }
\end{aligned}
\] & AMONT
\[
258.42
\]
\[
29.00
\] & \[
\begin{aligned}
& \text { DATE } \\
& \text { O2/107 } \\
& \text { 02/01/97 }
\end{aligned}
\] & \multicolumn{2}{|l|}{BALAMEE} \\
\hline \(97 / 03\) & 5142 & 881327 & W/0 2/97 & & & \multicolumn{2}{|l|}{2615.84} \\
\hline 97/03 & 5142 & 881327 & W/0 1/97 & \(-627.00\) & 02/25/97 & & \\
\hline \(97 / 103\) & 55350 & 888137 & \(1 / 109797\) & -394:00 & 02725/97 & & \\
\hline 97703 & 5370 & \({ }_{881327}\) & W/10 2197 & - 2958.42 & 02/25/97 & & \\
\hline \(97 / 03\)
97103 & 5370 & 881327 & W/0 1/97 & -258.42 & 02/25/97 & & \\
\hline Functio & 53: 71 & 881327 & W10 1/97 & -29.00 & 02/25/97 & & \\
\hline PFKEYS & : \({ }^{\text {d }}\) & - &  & \[
1 \text { (ST) }
\] & Yyem: & ) (GL-NO; & ) \\
\hline \multicolumn{5}{|l|}{B=FOPWARD} & \multicolumn{3}{|c|}{12 wprevious function} \\
\hline
\end{tabular}





\footnotetext{
Privileged \& Confdential
COE.RUSH. 000489
}

DK000081


\footnotetext{
Priviteged \& Conidential
COE.RUSH. 000490
}

DK000082


\footnotetext{
Priviteged \& Conidential
Dк000083
COE.RUSH. 000491
}
\begin{tabular}{|c|c|c|c|c|c|}
\hline ARTM & \multicolumn{4}{|c|}{AR HISTORY} & 11/20197 \\
\hline  & \[
\begin{aligned}
& \text { IIR: } \\
& \text { WARP } \\
& \text { TDATE: }
\end{aligned}
\] & \[
\begin{aligned}
& 0361 \times 1 \\
& \hline 10 / 31 / 93
\end{aligned}
\] & DG NAME: OSIT BALA MENT HIST & ake Meabons & \\
\hline \[
\begin{aligned}
& \text { TOTAL OUE } \\
& 5568.68
\end{aligned}
\] & \[
1.33
\] & \[
\begin{array}{r}
31-60 \\
1308
\end{array}
\] & \[
\begin{array}{r}
61-90 \\
1643
\end{array}
\] & \[
\begin{array}{r}
\text { OVER } 90 \\
1308
\end{array}
\] & .......COHETTS \\
\hline \[
\begin{array}{ll}
\text { MONTH } & \text { ACCT } \\
97 / 12 & 5371
\end{array}
\] & HENO & \[
\begin{aligned}
& \text { description } \\
& \text { INS }
\end{aligned}
\] & \[
\begin{aligned}
& \text { AMOUNT } \\
& 29.00
\end{aligned}
\] & \[
\text { DAATE }_{12 / 01 / 97}
\] & \begin{tabular}{l}
sALANCE \\
6877.10
\end{tabular} \\
\hline
\end{tabular}





\begin{tabular}{|c|c|c|}
\hline  & A/4 0-m & AND HTCM \\
\hline \multirow[t]{2}{*}{(ama} & \multicolumn{2}{|l|}{TENANT} \\
\hline & \multicolumn{2}{|l|}{} \\
\hline \multicolumn{3}{|l|}{02\% Lame ritabols hmopfowe cte} \\
\hline ALCmbind boney rasky & ALDEFAMN HOEBY R & USH \\
\hline Y3500 MTEMMUM RENY & \(1.130 / 90\) &  \\
\hline 131700 cot muabors & \(1 / 20 \times 90\) & -276602 \\
\hline 1,trob ReE. TAY HETNR+ & 1.750 .90 & 21769-6\% \\
\hline t.r3300 Whumance & \(1 / 30890\) & 2178684 \\
\hline  & 1/30.890 & 20 76701 \\
\hline ISt700 FAM CHAROES & 1,3\%/70 &  \\
\hline  & 1/30/90 & 24787-93 \\
\hline : \(\times\) x 600 3nsumano & \(1 / 30 / 90\) &  \\
\hline \% 3 AOO MTWTMUM EEXT & \(1.150 / 190\) & 2tras-01 \\
\hline 1717\% CAM CHAROES & 1/30/80 & 2ы7ecmos \\
\hline 17A\%NO W, ER, TAX RETME. & \(1 / 30190\) & 29763-65 \\
\hline  & 1,30,90 & \[
21 * 260-64
\] \\
\hline  & 1/30,50 & 291789 mod \\
\hline 12640\% WTWDOM FEWT & 2/09,990 &  \\
\hline 15, wo CaM inderems & \(270 \mathrm{~m} / 60\) & 206594-02 \\
\hline 232500 Thevhnonge & \(3 / 03 / 96\) & 2 3 291.-6\% \\
\hline  & \(2104 / 40\) &  \\
\hline 1. 6400 M1,NTiUH ELENT & \(3101 / 90\) & 2 smsa \\
\hline 332700 Chim Thatres & 3/0t/90 &  \\
\hline  & \(3 / 01190\) & 225944-6\% \\
\hline  & \(3701 / 90\) & 2esta-64 \\
\hline Sentoo ntarmum mevr & \(4101 / 70\) &  \\
\hline  & 4/017c9 & 3274 - 6 - \\
\hline  & & 257AM-03 \\
\hline \(156000 \mathrm{~F}, \mathrm{~F}\), TAX FETME & 4701.90 & 23741-04 \\
\hline SBOAD MTNTMUN REENT & 4/35/90 & 91030-97 \\
\hline 134700 CAM CHOLDES & \(4 / 2860\) & \(91050-16\) \\
\hline  & \(4 / 2 \mathrm{~S} / 90\) & 91030 m 1.9 \\
\hline 1.760\% TNETHPAMCE & 4/23/90 & 91030-20 \\
\hline 1S0960 HTW WMM RENY & 4/3) 60 & \(97930-21\) \\
\hline  & A/23/00 & 91mamers \\
\hline \begin{tabular}{l}
 \\

\end{tabular} & 450.90 & \[
91060-23
\] \\
\hline  & \(4 / 23 / 90\) & 91070-24 \\
\hline 2.3n- \({ }^{\text {a }}\) & 4/23/90 & F1030-24 \\
\hline 2.anch mam rotmene & \(4 / 23 / 70\) & 9L0\%0-26 \\
\hline
\end{tabular}

192.


\section*{EXHIBIT 13}


COE.RUSH. 001030

\begin{tabular}{|c|c|c|c|c|c|}
\hline  &  &  &  &  &  \\
\hline
\end{tabular}





\footnotetext{

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COE.RUSH. 001034
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Ins 12/1/2009 & \%00220888 279890 & SEC003 & Ca AUTOCHRG eriz/31/2909 & 19.00 & 0.00 & 19,164.18 \\
\hline RET 12/1/2009 & \$0021085 1798800 & saccoci & Ca aurcchrg eti2/33/2009 & 253.00 & 0.00 & 19,427.28 \\
\hline SYR \(12 / 1 / 2009\) & 809220588 179800 & sscoioz & CH AUTCHRG eftiz31/2009 & 637.00 & 0.40 & 20,044.19 \\
\hline \(\mathrm{Can}_{\text {cey }} 12 / 7 / 2008\) & H0022234 \({ }^{1795908}\) & sscoon & WC w/o 093 balanees & 0.00 & -6,000.00 & 14,044.18 \\
\hline CPY 12/9/2009 & H0022234 1796309 & SECOOL & wowo w -09 balances & 0.00 & -1,698.35 & 32,345,63 \\
\hline 4xas 12/7/2009 & \%6021234 179800 & SECOOS & wowo :09 balances & 0.80 & - 223.000 & 12,127.83 \\
\hline  &  &  & W0 w/o 699 palances & 0.00 & - 34.32 & 12,098.53 \\
\hline 88\% 12/7/2009 & \({ }_{\text {H05021214 }}{ }^{279880}\) & SECOOI & Wo w/o & 0.00 & -3.036 .00
-1.538 .51 & 9, 8.52 .52 \\
\hline \(S_{\text {STR }}\) 12/7/12009 & 1800212341798809 & szcool & mo w/o og balances & 0.00 & -3,524.00 & 7,524.00 \\
\hline CMM 12/7/2009 & H0621235 179800 & stcoes & pr credreappiy & \$.000.00 & 0.00 & 6,000.00 \\
\hline CPY 12/732009 & H0223235 179605 & Seciol & pr creditaply & 1,698.35 & 0.08 & \({ }_{7}^{6} 6998.35\) \\
\hline INS 12/7/2009 & H20021235 179500 & stcoos & prexeditaply & 228.00 & 0.00 & \(7.925,35\) \\
\hline TPY \(22 / 7 / 2009\) & H0021235 179800 & 385002 & pr creditapply & 19.32 & 0.00 & 7, 845.67 \\
\hline RET \({ }_{\text {Ret }}\) 12/7/2009 & \begin{tabular}{l}
3100221235 \\
10021239800 \\
\hline 179000
\end{tabular} & szcoas & pr creditapply & 3.036 .00 & 0.00 & 10,981.67 \\
\hline  &  & secool & gr creditapply & 1.538.53 & 0.00 & 12,520.13 \\
\hline S78 \(12 / 7 / 2009\) &  & szcoon & cr creaditaply & 7.524 .00
0.00 & \({ }^{0.00}\) & 20,044.18 \\
\hline ST8 12/7/2009 & \({ }^{400212355}\) 179800 & sxccou & cr creditaphy & 0.00 & \({ }_{-627}\) & \(19,417.18\)
\(18,799.18\) \\
\hline \({ }^{514} 127 / 1 / 2009\) & H0021235 179800 & sticous & er creditapply & 0.00 & -627.00 APL & 18, 463.18 \\
\hline S72 & H0022235 173800 & seciol & cr creditaply & 0.80 & -637.00 APL & 27, 336.19 \\
\hline STR
sTR
12/7/7/2009 &  & SEC002 & \({ }_{\text {cR }}^{\text {creceditapg }}\) creditaply & 0.00
0.00 & -623.00 APL & 16,909.18 \\
\hline ST8 12/7/2009 & \% 6022235179600 & SECOOS & 6s creditaphy & 0.00 & -627.090 APL & 16.292 .18
15.655 \\
\hline Sx8 12/7/2009 & \$0021235 379800 & Stcied & cr creatitapiy & 0.60 &  & 15.555 .19
\(45,028.18\) \\
\hline STR \(12 / 7 / 2009\) & H0021235 1738000 & stciol & ca creditaply & 0.00 & -627.00 Apt & 14, <ex.18 \\
\hline STR \({ }^{\text {STR }}\) (12/7/2009 &  &  & \(c_{\text {cr creditapply }}^{\text {cremer }}\) & 8.00
0.00 & -627.00 APL & 41,747.18 \\
\hline sTK \(12 / 7 / 2009\) & H2021235 179850 & SECCOL & \(\mathrm{cs}^{\text {cosedtheply }}\) & 0.08 & -627.00 APL & 23, 147.18
\(12,520.15\) \\
\hline RRY 17/7/2009 & 180021235179000 & stcoos & cr exuditaply & 0,00 & -1,536,51 APL & 10,981.67 \\
\hline \({ }_{\text {RET }}{ }_{\text {a }}^{12 / 7 / 7 / 72009}\) & \begin{tabular}{l} 
H0021235 \\
40021235 \\
\hline 1798800
\end{tabular} & SzCoin & CR Creditapaly & 0.00 & -253.00 Aps & 10.728.57 \\
\hline \(327 / 7209\)
\(12 / 72009\) & H0022235 4777800 & \({ }_{\text {SECOOS }}\) & ca creditapply & 0.00 & - 253,08 APL & 10.475.67 \\
\hline 12/7/2009 & H0672235 179800 & ske001 & Ca creditaply & 0.00 & -253.00 Apt & 10, 222.67 \\
\hline RET 12/7/7009 & 1700212355 279800 & 3ecoce & cr creditapiy & 0.00 & -253.00 APL & 9,716,67 \\
\hline RET
RET \(12 / 7 / 7 / 20009\) & (\%0021235 & SECOOX & \({ }_{\text {cr }} \mathrm{CR}\) createnphy & 0.00 & -253.09 APL & 9.463 .67 \\
\hline RET 12/7/2009 & \%20022235 1298600 & SECOO2 & \(\mathrm{cR}_{\mathrm{CR}} \mathrm{Cr}\) creaticapply & 0.00
0.00 &  & 9,210.67 \\
\hline RET 12/7/2009 & H0021235 1738000 & secoor & cr credicapply & 8.80 &  & 9,957.67 \\
\hline RET 12/7/2009 & H0031233 179900 & secoin & Es credicipply & 0.00 & \(-253.009 \mathrm{ALL}\) &  \\
\hline EET \(12 / 7 / 2009\)
RET \(2 \times 7 / 7 / 2009\) &  & \({ }_{\text {secoin }}\) & CR Creditapply & -0.00 & -251.00 APL & 8, 299.67 \\
\hline IPY 12/7/2009 & - 18002323551793000 & SxCoot & ca creditappy & 0.00
0.08 &  & 7,945.67 \\
\hline TNS \(12 / 7 / 2009\) & H0022235 279800 & SECOOI & \% creditapply & 0.09 & \(-19.00 \mathrm{Aps}\) & 7,907.35 \\
\hline INS 12/7/2009 & \begin{tabular}{l} 
H0021235 \\
\(H 0021235\) \\
\hline 178800 \\
\hline 18800
\end{tabular} & \({ }_{\text {SEPCOOS }}\) & ce creditapty & 0.00 & -19.00 APL & 7,988.35 \\
\hline INS 12/7/2009 & 40021235179800 & SECOOS & \(c^{2}\) credicapiy & 0.80 & - 39.00 APL & 7, 869.35 \\
\hline INS \(127 / 7 / 2009\) & H0221235 179800 & secool & cr creditaply & C.00 & - 19.00 APL & \({ }^{\mathbf{2}} \mathbf{7} 8850.35\) \\
\hline INE \(12 / 7 / 72009\) & \({ }^{180221235} 5179800\) & 3 Sc 001 & CR credtiappiy & 0.80 & -19.00 Apt & 7,812.35 \\
\hline ins 12h/ 2009 & \begin{tabular}{l}
180022235 \\
Hoaz1235 \\
\hline 1798900
\end{tabular} & secoci & cr creditapply & \%.08 & \({ }^{-19.00}\) APL & 3.793.35 \\
\hline INS 1277/2009 & H0021235 179800 & 88c002 & ca creditapply & 0.00 & \({ }^{-19.008 ~}{ }^{-19.08 L ~}\) & \% 7 7,774.35 \\
\hline  &  & \({ }_{\text {sxcosi }}^{\text {secen }}\) & cr creajetppry & 0.00 & -29.00 APL & \%,736.35 \\
\hline XNS 12/7/3009 & H0021235 1798000 & szcaot & or creditappry & 0.00 & +19.00 Amb & 7,717.35 \\
\hline \(\mathrm{cpy}^{\text {cma }}\) 12/7/2009 & \begin{tabular}{l}
10021235 \\
\(H 9021235300\) \\
\hline 179300
\end{tabular} & secood & cr creaitappy & 0.00 & -1.698.35 Aps & \$,000,00 \\
\hline CAM 1277/2009 &  & \({ }_{\text {secoin }}^{38}\) & \({ }_{\text {ca }}^{\text {ca creditapply }}\) & 0.00 & + 500.09 Apt & 5,500.00 \\
\hline Cam \(2277 / 2009\) & H0022235 179900 & \({ }_{52 \mathrm{cocas}}\) & \({ }_{\text {cx }}^{\text {cx }}\) creditapply & 0.00
0.00 & -500.00 APL & 5,060,00 \\
\hline CN1 12/7/2009 & H0022235 179800 & szcooi & CR creditappiy & 0.00 & -500.00 Apt & 4.500. 000 \\
\hline CAM 12/7/2009 & H0023235 179900 & sacoal & CR Creditappiy & 0.00 & -500.00 APL & 3, 3 3,500.00 \\
\hline
\end{tabular}



COE.RUSH. 001036

COE.RUSH. 001037



COE.RUSH. 001039
630


COE.RUSH. 001040

Lease Ledger


COE.RUSH. 001041
\begin{tabular}{|c|c|c|c|c|c|}
\hline & & & & & Page \\
\hline \multicolumn{6}{|c|}{Lease Information} \\
\hline & & & Date & 11/01/2013 & \\
\hline & & & Lease Id & secour & \\
\hline & & & Property & cm1798 & \\
\hline & & & location & LAKE MEADOWS SHOPPING CTR & \\
\hline & & & Assigned Space(s) & coso & \\
\hline & & & Customer & & \\
\hline & & & ics Code & & \\
\hline \multicolumn{2}{|r|}{\multirow[t]{2}{*}{Congressman Bobby Rush 3361 So, King Drive Chicago, 14, 60616}} & & Lease Type & Office Net & \\
\hline & & & Sales Category & Retail Services & \\
\hline & & & Lease Term & From 11/10/198s To & \\
\hline & & & Lease Area & 1,506 (Net Rentable) & \\
\hline & & & Monthly Rent & 627.00 & \\
\hline & & & Office Phone & (225)344-4 & \\
\hline & & & Fax No & & \\
\hline & & & E-Mas & & \\
\hline Date & Description & Unit & Charge & as. Payments & Balance \\
\hline 12/21/12 & wfo 2012 charges & cose & 2,818.21 & & 7,524.00 \\
\hline 12/21/12 & w/0 2012 charges & coso & (7,524.00) & & 0.00 \\
\hline 01/01/13 & Store Base Rent (01/2013) & cose & 627.00 & & 627.00 \\
\hline 01/01/13 & CAN Recovery (01/2013) & coso & 500.00 & & \$,127.00 \\
\hline 01/01/13 & RE Tax Recavery (01/2013) & C050 & 600.00 & & 1,727.00 \\
\hline 01/02/13 & Insurance Recover (01/2013) & cose & 19.00 & 00 & 1,746.00 \\
\hline 02/01/13 & Store Base Rent (02/2013) & C060 & 627.00 & & 2,373.00 \\
\hline 02/01/13 & CAM Recovery (02/2013) & COSO & 500.00 & & 2,873.00 \\
\hline 02/01/13 & RE Tox Recovery (02/2013) & cose & \multicolumn{2}{|l|}{600.00} & 3,473.00 \\
\hline 02/01/13 & Insurance Recovery (02/2013) & coso & \multicolumn{2}{|l|}{19.00} & 3,492.00 \\
\hline 03/01/43 & Store Base Rent (03/2013) & c060 & \multicolumn{2}{|l|}{627.00} & 4,119.00 \\
\hline 03/01/13 & CAM Recovery (03/2013) & c060 & \multicolumn{2}{|l|}{500.00} & 4,615.00 \\
\hline 03/01/13 & RE Tax Recovery (03/2013) & C060 & \multicolumn{2}{|l|}{600.00} & 5,219.00 \\
\hline 03/01/13 & Insurance Recovery (03/2013) & coso & \multicolumn{2}{|l|}{19.00} & 5,238.00 \\
\hline 03/12/13 & 2012 CMM Reconditation & C050 & \multicolumn{2}{|l|}{605.33} & 5,843,33 \\
\hline 03/12/13 & 2012 Insurance Reconcilation & C060 & \multicolumn{2}{|l|}{(18.36)} & 5,824.97 \\
\hline 04/01/23 & Store Base Rent (04/2013) & COEO & \multicolumn{2}{|l|}{527.00} & 6,451.97 \\
\hline 04/01/13 & CAM Recovery (04/2013) & C060 & \multicolumn{2}{|l|}{500.00} & 6,951.97 \\
\hline 04/01/13 & RE TaX Recovery (04/2013) & c000 & \multicolumn{2}{|l|}{600.00} & 7,551.97 \\
\hline 04/01/13 & Insurance Recovery (04/2013) & cose & \multicolumn{2}{|l|}{19.00} & 7,570.97 \\
\hline 05/01/13 & Store Base Rent (05/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 8,197.97 \\
\hline 05/01/13 & CaM Recovery (05/2013) & coso & \multicolumn{2}{|l|}{500.00} & 8,697.57 \\
\hline 05/01/13 & RETax Recovery (05/2013) & coso & \multicolumn{2}{|l|}{600.00} & 9,297,97 \\
\hline 05/01/13 & Insurance Recovery (05/2013) & 0060 & \multicolumn{2}{|l|}{19.00} & 9,316.97 \\
\hline 06/01/13 & Store Base Rent (06/2013) & c060 & \multicolumn{2}{|l|}{627.00} & 9,943.97 \\
\hline \(0601 / 13\) & CAM Recovery (06/2013) & c060 & \multicolumn{2}{|l|}{500.00} & 10,443.97 \\
\hline 06/01/13 & HE Tax Recovery (05/2013) & c060 & \multicolumn{2}{|l|}{600.00} & 11,043,97 \\
\hline 06/01/13 & Insuratce Recovery (06/2013) & cose & \multicolumn{2}{|l|}{19.00} & 11,062,97 \\
\hline 07/01/13 & Store Base Rent (07/2013) & C060 & \multicolumn{2}{|l|}{627.00} & 11,589.97 \\
\hline 07/01/13 & CAM Recovery (07/2013) & c060 & \multicolumn{2}{|l|}{500.00} & 12,189.97 \\
\hline 07/01/13 & RETax Recovary (07/2013) & C060 & \multicolumn{2}{|l|}{600.00} & 12,799.97 \\
\hline 07701/13 & Insurance Recovery (07/2013) & C060 & \multicolumn{2}{|l|}{19.00} & 12,808.97 \\
\hline 08/01/13 & 2012 REfax Reconcilation & 0060 & \multicolumn{2}{|l|}{(807.17)} & 12,001.80 \\
\hline 08/01/13 & Store Base Rent (08/2013) & 0060 & \multicolumn{2}{|l|}{627.00} & 12,628.80 \\
\hline 08/01/13 & CAM Recovery (08/2013) & C000 & \multicolumn{2}{|l|}{500.00} & 13,128.80 \\
\hline 08/01/13 & Re Tax Recovery (08/2013) & c060 & \multicolumn{2}{|l|}{600.00} & 13,728.80 \\
\hline 08/01/13 & Insurance Recovery (08/2013) & 6060 & \multicolumn{2}{|l|}{19.00} & 13,747,80 \\
\hline 09010113 & Store Ease Rent (09/2013) & c06\% & \multicolumn{2}{|l|}{k7\% m} & 13,24700 \\
\hline
\end{tabular}

COE.RUSH. 001042

\(\qquad\) \(6 \pm-90\) 0ays
Above 90 Days


COE.RUSH. 001044


COE.RUSH. 001045


COE.RUSH. 001046
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline Database: RMDATABASE & \multicolumn{5}{|l|}{Whemm 日atch Report RM CM DATAEASE Eaten Number: HOO28542} & \multicolumn{2}{|l|}{\[
\begin{aligned}
& \text { Page: } \\
& \text { Date: } 12 / 282011 \\
& \text { Time: } 10: 30 \mathrm{AB}
\end{aligned}
\]} \\
\hline Category/Description & Ttansaction Date & Source Code & Cash Type & Invoice \({ }^{\text {a }}\) & Amount & \(\underset{\text { Reterence }}{\text { Cin }}\) & Recpl Type \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline \multicolumn{6}{|l|}{TENANT ADUUSTHENTS} \\
\hline \multicolumn{6}{|l|}{Receipt les Ho760236} \\
\hline \multicolumn{6}{|l|}{Buitding leflease Id. 179800 secooy Congrassmon Eoiby fush} \\
\hline \multicolumn{2}{|l|}{CAM CAM Facovery} & 122882011 & wo & & 5,000.00 \\
\hline \multicolumn{2}{|l|}{CPY CAM Recovery Pror Year} & 122982011 & wo & & 1,057.15 \\
\hline \multicolumn{2}{|l|}{INS Insurance Recovery} & 12126/2011 & wo & & 228.00 \\
\hline \multicolumn{2}{|l|}{IPY Insurance Recovery Pryt} & 122852011 & wo & & 77.02 \\
\hline \multicolumn{2}{|l|}{RET RE Tax Recovery} & 121262014 & wo & & 7,200.00 \\
\hline \multicolumn{2}{|l|}{RPY RE Tax Recovery Prior Yr} & 12/282014 & wo & & 2.729 .56 \\
\hline \multicolumn{2}{|l|}{STR Store Base Rent} & 1228/2041 & wo & & 7,524.00 \\
\hline \multirow[t]{5}{*}{GRANO TOTALS:} & \multicolumn{2}{|l|}{Controf:} & 0.000 R & \multicolumn{2}{|l|}{24,755.73CR} \\
\hline & \multicolumn{2}{|l|}{Detail Total;} & 0.000 R & 24,755.73CR & \\
\hline & \multicolumn{2}{|l|}{Tenant} & 0.0008 & 24,755.73CR & \\
\hline & \multicolumn{2}{|l|}{Securiy Actustments:} & \(0.000{ }^{\text {a }}\) & 0.000 R & \\
\hline & \multicolumn{2}{|l|}{Non Tenant} & 0.000R & 0.000 R & \\
\hline
\end{tabular}
- Securily Desposit Applied
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline Database: RMDATABASE & \multicolumn{4}{|l|}{Open CM Batch Report FM CM DATABASE Bateh Number: HOO23771} & & \multicolumn{2}{|l|}{Page; \(-123 / 2010^{1}\)
Date:
Time: \(03: 40 \mathrm{PM}\)} \\
\hline Categery/Descriotion & Transaction
Date & Source Code & Cash Type & Invetee \({ }^{\text {\% }}\) & Antount & Credil Reforence & Kecpt Type \\
\hline
\end{tabular}

Tonant Accruala and Adjustments
\begin{tabular}{|c|c|c|c|c|c|}
\hline \multicolumn{6}{|l|}{TENANT ADJUSTMENTS} \\
\hline \multicolumn{6}{|l|}{Recaittidi Ho33738} \\
\hline \multicolumn{6}{|l|}{Builing ldheasa ld: 179800 SECOOt 2ndWard Regular Democratic Fty} \\
\hline \multicolumn{2}{|l|}{CAM CAMRecovery} & 12/32010 & wo & & 6,000.00 \\
\hline \multicolumn{2}{|l|}{CPY CAM Recovery Prior Yeat} & 12/3/2010 & wo & & 1,404.51 \\
\hline \multicolumn{2}{|l|}{INS insurance Recovery} & 12/32010 & wo & & 228.00 \\
\hline \multicolumn{2}{|l|}{\({ }_{\text {PY }} \mathrm{YY} \quad\) insurance Recovery Pr \(\mathrm{Y}_{\mathbf{z}}\)} & 12/3/2010 & wo & & 2 B .35 \\
\hline \multicolumn{2}{|l|}{RET RETax Recovery} & \(12 / 332010\) & wo & & 3.036 .00 \\
\hline \multicolumn{2}{|l|}{RPY RE Tax Recovary Prior \(\mathrm{Y}^{\text {P }}\)} & 12332010 & wo & & 4.182 .57 \\
\hline \multicolumn{2}{|l|}{STR Store Ease Rent} & 12432010 & wo & & 7.524.00 \\
\hline \multirow[t]{5}{*}{GRAND TOTALS:} & \multicolumn{2}{|l|}{Contro:} & 0.000R & \multicolumn{2}{|l|}{22,413.43CR} \\
\hline & \multicolumn{2}{|l|}{Detail Total:} & 0.000R & 22,413.43CR & \\
\hline & \multicolumn{2}{|l|}{Tenant} & 0.000R & 22,413.43CR & \\
\hline & \multicolumn{2}{|l|}{Securly Adjustments:} & 0.000R & 0.000 R & \\
\hline & \multicolumn{2}{|l|}{Non Tenant:} & 0.00 DR & 0.00Cr & \\
\hline
\end{tabular}
- Secunty Desposta Applied


\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline ins & Insuratice Recovery & 228.00 & 19.00 & 15.00 & 19.00 & 19.00 & 152.00 \\
\hline IPY & Insurance Recovery Pr \(\mathrm{YP}^{\text {P }}\) & 19.32 & 0.00 & 0.00 & 0.00 & 0.00 & 19.32 \\
\hline RET & RE Tax Recovery & 3.036.00 & 253.00 & 253.00 & 253,00 & 253.00 & 2.024.00 \\
\hline RPY & RE Tax Fecovery Prior Y: & 1,538.5\% & 1,538.51 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline STR & Store Base Rent & 7,524.00 & \$27.00 & 627.00 & 627.00 & 627.00 & 5,016.00 \\
\hline nowar & Regular Democratic Pty & 20,044.18 & 2,937.51 & 1,359.00 & 1,359.00 & 1,399.00 & 12,909.67 \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline & CAM & CAM Recovery & 6,00000 & 600.00 & 500.00 & 500,00 & 500.00 & 4,000,00 \\
\hline & CPY & CAM Recovery Prior Year & 1,898.35 & 0.00 & 0.00 & 0.00 & 0.00 & \$.698.35 \\
\hline & ins & Insuranco Recovery & 228.00 & 19.00 & 49.00 & 19.00 & 19.00 & 152.00 \\
\hline & IPY & Insurance Recovery Pr Y: & 19.32 & 0.00 & 0.00 & 0.00 & 0.00 & 19.32 \\
\hline & RET & RE Tax Recovery & 3036.00 & 253.00 & 253.00 & 253.00 & 253.00 & 2.024.00 \\
\hline & RPY & RE Tax Recovery Prior Yr & 1,538.5t & 1,538.51 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline & STR & Store Base Rent & 7.524.00 & 627.00 & 627.00 & 627.00 & 627.00 & 5,016.00 \\
\hline & & LDG 179800 Tatal: & 20,044.18 & 2,937.54 & 1,392.00 & 1,399.00 & 1,399.00 & 12,909.67 \\
\hline
\end{tabular}

\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline Dalabasa: rmbatarase & \multicolumn{3}{|l|}{Open CM Batch Raport RM CM DATABASE Batch Number. H0018620} & & & \begin{tabular}{l}
Page: Date: \\
Time:
\end{tabular} & \[
\begin{array}{r}
1 \\
2 / 82008 \\
1: 22 \mathrm{PM}
\end{array}
\] \\
\hline Calegon/Description & \[
\begin{gathered}
\text { Transactiont } \\
\text { Date }
\end{gathered}
\] & \begin{tabular}{l}
Sourca \\
Cose
\end{tabular} & \begin{tabular}{l}
Cash \\
Type
\end{tabular} & Invoice \# & Amsunt & Credit Reforence & \[
\begin{aligned}
& \text { Recpt } \\
& \text { Type }
\end{aligned}
\] \\
\hline
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|}
\hline \multicolumn{6}{|c|}{Tenant Aecruals and Adjustmants} \\
\hline \multicolumn{6}{|l|}{TENANT ADUUTMENTS} \\
\hline \multicolumn{6}{|l|}{Rocofplat H0605421} \\
\hline \multicolumn{6}{|l|}{} \\
\hline CAM - CAM & geovery & 12/82008 & wo & & 6,000.00 \\
\hline CPY CAM & Racovery Prior Year & 128/2008 & wo & & 1,773.84 \\
\hline INS - 3nsur & ce Fexcovery & 1283/2008 & wo & & 228.00 \\
\hline PY \(\quad\) Insur & ce Recovery Pr Y \% & 1218/2008 & wo & & 44.35 \\
\hline RET RET & Recovery & 12/8/2008 & wo & & 3,036.00 \\
\hline RPY RET & Recovery Prior Yr & 12/8/2008 & wo & & 1,493.07 \\
\hline Str Store & Rase Rent & 129/2008 & wo & & 7,524,00 \\
\hline \multirow[t]{5}{*}{Grand totals:} & \multicolumn{2}{|l|}{Control:} & 0.000 R & 19,490.27CR & \\
\hline & \multicolumn{2}{|l|}{Cotall Total:} & 0.000R & 19,499.37CR & \\
\hline & \multicolumn{2}{|l|}{Tenant} & 0.000R & 19,499.27CR & \\
\hline & \multicolumn{2}{|l|}{Security Acjustments:} & 0.000R & 0.000 CR & \\
\hline & \multicolumn{2}{|l|}{Non Tenant} & 0.000R & 0.00 CR & \\
\hline
\end{tabular}
*Security Deposit Applies

- Securiy Deposit Applied

Page 1 of 3

Wells, Dee
From: Cohen, Lawrence
Sent: Monday, December 07, \(20091: 52\) PM
To: Wells, Dee
Subject: RE: Y/E Write offs

You have it.
Lassy Colex
Senior Vice President
Oraper and Kramper fincsporated
33 WMonsoc St Suite
33 WMonsost SLStite 190
Chicago. 190603
Chitage. I 60603
312.50 .6528
312.795 .2728 ( 1 bx )
wwor draperandikramer.com
ww. dardidiving. com
ww.dkberokefage.con

From: Wells, Dee
Sent: Monday, December 07, 2009 1:20 PM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs
should I awail further direction to write off Bobbe Rush and City Steppers ... 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

On!
Lavan Cohen
Senicr Vice President
Draper and Kramer, Incorporated
33 WMonroe St. Sulle 1900
C
33 W Monoroe St. Sutile 1900
Chicage. fit 50603
Chicago. It 50603
312.50 .6528
312.795 .2728 (6x)
wow, drapgranduamet com
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Www.dkbrokgarage.com
www.dkresidentiat.con
From: Wells, Dee
Sent: Monday, December 07, 2009 11:46 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs
he only reason IDIDNT put them on the list is because collection efforts are still on-going. All or most of the balances wil PROBABLY end up being witten of - - but I wouldnt think we're ready to do it just yet... BUT that certainly is subject to different opinions. when an attomey calls and asks for an "up to the minute" Aged schedule" I cant send them a "zero

12/7/2009

\section*{EXHIBIT 14}

\section*{DRAPER AND KRAMER}

March 24, 1997
\[
\begin{aligned}
& \text { Tha: }
\end{aligned}
\]

The Honorable Bobby Rush
2nd Congressional District
655 East 79 h Street
Chicago, IL 60619
Re: Lake Meadows Shopping Center
3361 South King Drive
Dear Congressman Rush:
We have noticed that your Lake Meadows Shopping Center office has not been utilized for several months. Many area residents and business professionals have stopped at our office demonstrating their frustration with their inability to contact you at this location. While this is not the purpose of our letter we thought we would bring this matter to your attention.

At the begiming of the year, I was transferred to this location principly to spearhead effors to improve the centers appearance. The residents of Lawless Garden; Lake Meadows Aparments, and the surrounding neighborhood have been very vocal about the poor level of maintenance and shabby appearance of the center. The Owners goals therefore are to repair, clean up and maintain a more professional standard for this property. In order to accomplish these goals, we must request the assistance of yourself and our other tenants particularly in those areas for which you are responsible and are in control.

Whit your office at Lake Meadows there are a number is serions issues which need your direct attention:
- One of your office's windows has been broken and boarded up for many months. Your lease requires the maintenance of the windows be handed by the tenant. 1 hope you agree that the appearance of your office in the most prominen shopping center in the area shouldn't took like an abandoned building.

Mease remove the board-up and replace the broken windows. I have been lold that this shopping center has had a mechamics lien placed against the property for a window previousiy replaced for you in this office..

\(\square\)
\(i\)
OK000022

The Gas company, has informed us that they are terminating your gas service due to nonpayment.

We are concemed that the discontinuance of gas service may be a more serious isstue due to the resittant loss of heating. Without heating you could be responsible for the freazing and bursting of water lines, damage to the bathroom fixtures and any equipment or materials that you have in the suife. Further, should this happen there is the very strong possibility that merchandise and materials belonging to other tenants stored under and adjacent to your office could be damaged.

Please make arrangements to prevent the loss of heating.
-The binds and windows to your office have not been cleaned in a very long time. There are many obsolete campaign signs taped to the inside of the glass. Again this poor appearance detracts from your office and the shopping center.

Please update or remove the obsolete signage and have the office blinds and windows cleaned.

We would like to ask that you join us and the community in our efforts to improve the appearance of your office, the Lake Meadows Shopping Center and this neighborhood.

I look forward to your assistance


\section*{EXHIBIT 15}


August 17, 2004

\section*{Ms. Rosemary Hall}

Executive Assistant
Office of Congressman Bobby Rush
700 East \(79^{\text {a }}\) Street
Chicago, LL 60619
Re: Lake Meadows Shopping Center
Dear Rosemary:
Two things... First: The attached invoice remains unpaid covering reimbursement for some pumbing work we did in your office at Lake Meadows at the request of LaRon Hyde. Please take whatever steps necessary to ramburse us for this service.

Secondy, I have been manccessful in getting a Certificate of Insurance from your office covering flability insurance on the space you occupy.

You are required by Lease to provide Landlord with a Certifieate of Insurance proving hability limits as specified in your Lease. I do nor find a current Certificate in our file relative to your location at Lake Meadows Shopping Center. Failure to comply with this stipulation can be considered a default of the terms of your lease agrement, therefore, please contact your insurance provider and ast that they provide such a Certhante with the following named as additional insured:
"Lake Mendows Associates; Draper and Xrather Retail Property Services, Inc., and Draper and Kromer, Incorparated, inciuding their beneftiaries therember and agents thereof are nanted as additional instreds with respeat to the property known as Lake Meadows Shopping Canter; Chicaro, th"
Please have the insurance carrier fax the Cerificate to me and hard-copy by regular mail.
Cordially,
DRAPER AND KRAMER RETALL PROPERTY SERVICES INC.

Dee Wells, CSM
Property Manager
dms

\title{
DRAPER AND KRAMER RETAIL PROPERTY SERVICES,
} INC.
33 West Monroe Street; Suite 1900 Chicago, IL 60603

March 18, 2004

\section*{MEMORANDUM INVOICE}

To: Office of Congressman Bobby Rush
700 Eatst \(79^{\text {th }}\) Street
Chicago, IL 60619
Attn: LaRon Hyde

Reimbursement for repair of sink and replacing vanty (at the direction of LaRon IIyde) in \(35^{\text {th }}\) Street office, per attached copy of invoice (paid by Landlord)

TOTAL AMOUNT NOW DUE: \(\$ 535.00\)

Please remit payment to: Draper and Kramer, Incorporated at above address.

WHITE PLUMBNG CO, INC.
\({ }^{\prime} 748 \mathrm{~N}\). Kerneth Ave.
hicago, IL 60630.4005
(773) 777.1213

FAX (773) 777.4620
\begin{tabular}{|l|}
\hline BllL TO \\
\hline Draper \& Kramer, itc. \\
33 W. Monese \#1900 \\
ATN: D Wells \\
Chicago il 60603 \\
\\
\hline
\end{tabular}

Invoice
\begin{tabular}{|c|c|}
\hline OATE & MNOLCE \\
\hline 3920004 & 7000 \\
\hline
\end{tabular}

\(3) 3\)

\section*{EXHIBIT 16}

\section*{MEMORANDUM}
\begin{tabular}{lll} 
TO: SCOTT MUTTERS & FROM: SUE OLSZOWKA \\
RE: LAKE MEADOWS SHOPPING CTR & DATE: JUNE 6, 1995 \\
\begin{tabular}{ll} 
BOBBY RUSH BAD DEET; \\
& 1995 BUDGET
\end{tabular} & \\
\end{tabular}

I tam enclosing a copy of a Balance Adinstrment which mas enterad today to neperse the charges for Hobty Rask. The Rad Dety amount to be chargea for the pericd thrs Juwe, 1995 is \(\$ 6,539.02\). Plense let mane kow if you have any questions regarding this charge.

I azn also enchosing a copy of the 1993 Budget for Lste keatows Stopping Center. Mease have thas pat into the system so that the next monthly financial will rellect twdget mazhers. Again, if you have any geastions, please lat me Lnow.

Thsnds,


\section*{Privileged \& Confidential}

\section*{EXHIBIT 17}



\section*{EXHIBIT 18}


\section*{Privileged \& Confidential}


\section*{EXHIBIT 19}

Mitchell, Marcia A.
Subject: FW: Lake Meadows Shopping Center

From: Hall, Rosemary
Sent: Wednesday, June 08, 2011 12:09 PM
To: Wells, Dee
Subject: RE: Lake Meadows Shopping Center
I have forwarded your e-mail to Congressman Rush

From: Wells, Dee
Sent: Tuesday, June 07, 2011 12:06 PM
To: Hall, Rosemary
Subject: Lake Meadows Shopping Center

Good morning, Rosemary. Hope all is going well with you..

Interest in the shopping center and the 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. There have been other minor inquiries in the past. Since someone is not always in the office I'm wondering how we could show the space to a prospective tenant, as that need may arise. Whom could my leasing people call - and how much lead time would you need for us to show it ??

Look forward to hearing from you.

Dee Wells, CSM
phone: 312/795-2210 - Tuesdays and Thursdays: \(\quad 312 / 225-4288\)
fax: 312/795-2816
cell: 847/602-0309
e-mail: \(\square\)

\section*{EXHIBIT 20}

March 6, 2012

Congressman Bobby Rush
700 East \(79^{\text {in }}\) Street
Chicago, IL 60619

\section*{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 Pve not heard back from her so I thought I'd try to contact you personally.

Yon may or may not have heard that Draper and Kramer is in the process of closing the Professional Building at \(31^{3}\) 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.

Landord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying temant 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 necd 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.

Ilook forward to hearing from you on this issue.

\section*{Cordially,}

DK REAL ESTATE SERVICES
a division of Draper and Kramer, Incorporated

Dee Wells, CSM
Property Manager *
dms


解K Drve Exposure
PROPERTY HIGHLGHTS
* Rare Bronzeville Retall Opportunity with Ample Parking
* Spaces from 550 SF - 35,451 SF
- 193,032 Grocery Anchored Center
- Newly Renovated Jewel Foods
- Walgreens one of Chicago's Highest Volume Dutlets
- Net Rent \$9 PSF - \$2 PSF
- CAM \(\$ 4.69\) PSF
- Real Estate Tax \$4.80 PSF
- Insurance \$0.16PSF
- Promotions \$0.75 PSF
- Traffic Count MLK Drive - 21,536

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CONTACT INFORMATION
Jim Climan
Phonet 312.795 .2205
i.elsmanedkres.com
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[^0]:    ${ }^{1}$ Letter from Scott E. Thomas and Jen Carrier to Tom Rust, July 11, 2014 (hereinafter July 11, 2014 Submission).
    ${ }^{2}$ Pre-General Election FEC Report, filed on October 23, 2014.
    ${ }^{3}$ Committee Rule 18(d) states that "[a]n inquiry shall not be undertaken regarding any alleged violation that occurred before the third previous Congress unless a majority of the Committee determines that the alleged violation is directly related to an alleged violation that occurred in a more recent Congress." The Committee unanimously voted to make this determination in this matter with respect to the allegation that Representative Rush received an impermissible gift of office space during the period from 1993 to the present.

[^1]:    ${ }^{4}$ As discussed further in this Report, the allegations are that Representative Rush received improper gifts, special favors, or campaign contributions, in the form of free rent, from January 3, 1993, to present. While the allegations dating from January 5, 2011, to present are within the Committee's jurisdiction, the allegations from 1993 to January 5, 2011, are not. However, the allegations in connection with non-payment of rent from 1993 to January 4, 2011, appear to be directly related to the allegations that are within the Committee's three-Congress jurisdiction.
    ${ }^{5}$ House Rule XI, cl. 3(a)(2).
    ${ }^{6} 5$ U.S.C. § 7353 (d)
    ${ }^{7}$ House Rule XXV, cl. $5(\mathrm{a})(1)(\mathrm{A})(\mathrm{i})$. If no exception applies, House Rules permit a Member to accept a gift not otherwise prohibited if the Member "reasonably and in good faith believes" the gift has a value of less than $\$ 50$ and a cumulative value from one source during a calendar year of less than \$100. House Rule XXV, cl. 5(a)(1)(B)(i).
    ${ }^{8}$ House Rule XXV, cl. 5(a)(2)(A).

[^2]:    ${ }^{9}$ See 11 CFR § 113.1(g)(2).
    ${ }^{10}$ See, e.g., FEC Advisory Ops. 2005-06, 2012-05. Even so, the FEC has permitted significant contributions of campaign funds to a charitable organization that employed a candidate's family member where the organization represented that the family member would not be compensated from the donated funds.
    ${ }^{11}$ Exhibit 1.
    ${ }^{12}$ At the time the lease was signed, Draper and Kramer operated under the name of Harold J. Carlson Associates, Inc. and was one of three general partners of Lake Meadows Associates. Exhibit 2.

[^3]:    13 Exhibit 1.
    ${ }_{14} \mathrm{Id}$. at § $1.1(\mathrm{H})$.
    ${ }^{15}$ Id. at $\S 1.1(\mathrm{I})$.
    ${ }^{16}$ Id. at $\S 6.1$.
    ${ }^{17}$ Exhibit 3.
    18 Exhibit 1.
    19 Exhibit 4.
    ${ }^{20}$ Exhibit 3; Exhibit 5; Exhibit 6.
    ${ }^{21}$ 18(a) Interview of Representative Rush.
    ${ }_{22}$ Exhibit 6; Exhibit 7; Exhibit 5; Exhibit 8.
    ${ }^{22}$ Exhibit 6; Exh
    ${ }^{23}$ See Exhibit 8.
    ${ }^{24}$ Exhibit 6.
    ${ }_{25}$ Id.
    ${ }_{26}$ Id.

[^4]:    ${ }^{27}$ Exhibit 9.
    ${ }^{28} 18$ (a) Interview of Representative Rush.
    ${ }^{29}$ Id.
    ${ }^{30}$ See Exhibit 7. Draper and Kramer provided a collections log that covered the time period of 1990 through 1992. The Committee requested all similar collections documents for other years, but Draper and Kramer was unable to find or produce additional documents.
    ${ }^{31}$ See Id.
    ${ }_{32}$ Exhibit 10
    33 18(a) Interview of Property Manager A.
    ${ }^{34}$ 18(a) Interview of Senior Vice President A; 18(a) Interview of Property Manager B; 18(a) Interview of Property Manager A.
    ${ }^{35}$ See 18(a) Interview of Property Manager B.
    ${ }^{36}$ Exhibit 5 at 1.

[^5]:    ${ }^{37}$ Id. King Drive is one of the streets that borders Lake Meadows Shopping Center. The Committee learned that in 1991, Draper and Kramer and Lake Meadows Associates were concerned that a particular Newsstand (a kiosk that sold newspapers, magazines and other print publications) was encroaching on the shopping center's property line. See 18(a) Interview of Chief Executive Officer. It is unclear whether Representative Rush in fact assisted with relocating the Newsstand or if the issue was resolved in some other way. Representative Rush did not recall providing any such assistance. See 18(a) Interview of Representative Rush.
    ${ }^{38}$ Exhibit 11. Draper and Kramer's accounting documents contain no record of Representative Rush making any rental payments in June 1997. Likewise, Representative Rush has not found any banking records or other documents showing that he made such payments.
    ${ }^{39}$ 18(a) Interview of Property Manager B; 18(a) Interview of Senior Vice President B.
    ${ }^{40}$ 18(a) Interview of Representative Rush.
    ${ }^{41}$ Exhibit 12; Exhibit 13. The records show that while the monthly rent for the office space has been a fixed charge of $\$ 627$, the "common area use" costs have generally increased over the years.
    ${ }^{42}$ Exhibit 12.
    ${ }^{43}$ Exhibit 14.
    ${ }^{44}$ Exhibit 15.
    ${ }^{45}$ 18(a) Interview of Representative Rush.

[^6]:    46 Exhibit 15.
    ${ }^{47}$ 18(a) Interview of Property Manager C.
    ${ }^{48}$ Id.
    ${ }_{50}^{49}$ See July 11, 2014 Submission at 1-2.
    ${ }^{50}$ See Id. at 1.
    ${ }^{51}$ Letter from Scott E. Thomas to Nadia Konstantinova, Aug. 10, 2015 (hereinafter August 10, 2015 Submission).

    52 18(a) Interview of Representative Rush.
    53 July 11, 2014 Submission at 2.

[^7]:    ${ }^{54} \mathrm{Id}$.
    ${ }^{55}$ Presently, the BCCC is called the Beloved Community Christian Church of God in Christ, abbreviated BCCCOGIC.
    ${ }^{56}$ OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 2-4.
    ${ }^{57}$ Id. at 3-4.
    ${ }^{58}$ Id. at 15-16; Letter from Scott Thomas to Paul Solis, May 27, 2014 (hereinafter May 27, 2014 Submission to OCE) at 3.

    59 18(a) Interview of Church Administrative Assistant.
    ${ }^{60}$ OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 6.
    ${ }^{61}$ 18(a) Interview of Church Administrative Assistant.
    ${ }^{62}$ Id.
    ${ }^{63}$ OCE Interview of Representative Rush's Son (OCE's Referral, Ex. 8) at 2, 9-10.
    ${ }^{64}$ Id. at 9.
    ${ }^{65}$ Id. at 11 .
    ${ }^{66}$ 18(a) Interview of Representative Rush's Son.
    ${ }^{67}$ Id.
    ${ }^{68}$ Id.
    ${ }^{69}$ 18(a) Interview of Church Administrative Assistant.
    ${ }^{70}$ 18(a) Interview of Representative Rush.

[^8]:    ${ }^{71} 2013$ October Quarterly FEC report.
    722013 October Quarterly FEC report, amended.
    ${ }^{73}$ OCE's Referral at 20 (Ex. 19).
    ${ }^{74}$ 18(a) Interview of Church Administrative Assistant.
    ${ }^{75}$ OCE's Referral at 19-20; May 27, 2014 Submission to OCE at 4.
    ${ }^{76}$ July 11, 2014 Submission at Attachment $1 \S 6$.
    ${ }^{77}$ OCE's Referral at 19; July 11, 2014 Submission at Attachment 1 §B.
    ${ }^{78}$ 18(a) Interview of Church Administrative Assistant.
    ${ }^{79}$ Id.
    ${ }^{80}$ Id.
    ${ }^{81}$ Id.
    ${ }^{82}$ August 10, 2015 Submission at 3.
    ${ }^{83}$ 18(a) Interview of Representative Rush's Son.

[^9]:    ${ }^{84}$ House Rule XXV, cl. 5(a)(1)(A)(i). The rule does not have an exception that would permit Representative Rush to accept this type of gift. See House Rule XXV, cl. 5(a)(3).
    ${ }^{85}$ House Rule XXV, cl. 5(a)(2)(A).
    ${ }^{86}$ House Rule XXV, cl. 5(a)(1)(B)(i).
    87 The statute has been recodified as 52 U.S.C.§ 30101. House Rule XXV, cl. 5(a)(3)(B).
    88 Prior to January 1, 2011, Illinois had no legal limit on the contributions a single donor could make to a state candidate on an annual basis. See S.B. 1466, 96 th Gen. Assembly. In 2011, Illinois established the following statutory limits: $\$ 5,000$ from an individual; $\$ 10,000$ from a cor-

    Continued

[^10]:    poration, labor union, or association; $\$ 50,000$ from a political action committee or another can-
    didate political committee. See id. § 9-8.5.
    89 OCE's Referral at 17
    9052 U.S.C. 30101(8)(A)(i); see also 11 CFR § 100.52(a).
    91 The Act defines a contribution as "a gift, subscription, donation, dues, loan, advance, deposit of money, or anything of value, knowingly received in connection with the nomination for election, election, or retention of any candidate or person to or in public office or in connection with any question of public policy." 10 ILCS $5 / 9-1.4(\mathrm{~A})(1)$.

    9252 U.S.C. 30116(a)(7)(B)(i)
    ${ }^{93}$ Cf. McCormick v. United States, 500 U.S. 257, 271 (in determining "whether payments made to an elected official are in fact campaign contributions" or were unlawful payoffs as part of an extortion scheme, "the intention of the parties is a relevant consideration.").

    94 See Exhibit 1 at $\S 1.1(\mathrm{H})$ ("Use (Article VI): As an Aldermanic office for Alderman Rush's local Chicago political Ward, known as the Second Ward."); id. at $\S 6.1$ ("Tenant agrees that the Leased Premises shall be used and occupied by Tenant or anyone else 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 consent of Landlord.")
    ${ }^{95}$ See, e.g., FEC, Factual and Legal Analysis regarding Pettit Square Partners, LLC, MUR 6463, May 7, 2012, at 3 (available at http://eqs.fec.gov/eqsdocsMUR/12044321389.pdf) (where lessor of office space allowed the Democratic National Committee to use the space without notice to the landlord, and the lease expressly prohibited subletting the space without the landlord's consent, the landlord "may not have authorized the DNC to occupy the space or otherwise make an in-kind contribution under the Act. Under these circumstances, the Commission dismisses the allegations related to [the landlord].").

[^11]:    ${ }^{96}$ See id.; see also Exhibit 1 at $\S 12.1$ ("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 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.")
    ${ }^{97}$ 18(a) Interview of Chief Executive Officer
    ${ }^{98}$ See FEC, In the Matter of Fourth Lenox Terrace Associates, Gen. Counsel's Rept. \#2, Aug. 11, 2011 (available at http://eqs.fec.gov/eqsdocsMUR/12044312868.pdf).
    ${ }^{99}$ See id. at 5.
    ${ }^{100}$ See id. at 9-12, 19.
    ${ }^{101}$ See 18(a) Interview of Senior Vice President A (Senior Vice President in charge of property management) ("Q. Do you know what the office was used for? A. I don't know that either."); OCE Interview of Property Manager C (Property Manager of Lake Meadows Shopping Center, who worked in the shopping center two doors down from Representative Rush's office from 2002 to 2013, had never heard the name of Representative Rush's congressional campaign committee).

[^12]:    ${ }^{102}$ The word "committeeman" is printed in a different font and color below this statement, but it is unclear whether this refers to Representative Rush's former position as a city committeeman or his current position as a state committeeman.
    ${ }^{103}$ See Exhibit 17; Exhibit 13.
    ${ }^{104}$ See House Comm. on Ethics, In the Matter of Allegations Relating to Representative Don Young, H. Rep. 113-487, 113th Cong., 2d Sess. (2014) (hereinafter Young); House Comm. on Ethics, In the Matter of Allegations Relating to Representative Jean Schmidt, H. Rep. 112-195, 112 th Cong., 1st Sess. (2011) (hereinafter Schmidt); House Comm. on Standards of Official Conduct, In the Matter of the Investigation into Officially Connected Travel of House Members to Attend the Carib News Foundation Multinational Business Conferences in 2007 and 2008, H. Rep. 111-422, 111th Cong. 2nd Sess. (2010) (hereinafter Carib News).

    105 See Young at 4.
    106 See Schmidt at 16-17.

[^13]:    115 Whalen v. K Mart Corp., 166 Ill. App. 3d 339, 343 (Ill. App. Ct. 1st Dist. Feb. 2, 1988).
    ${ }^{116}$ See National Tea Co. v. Commerce \& Industry Ins. Co., 119 Ill. App. 3d 195 (Ill. App. Ct. 1st Dist. Oct. 28, 1983).
    117 Whalen, 166 Ill. App. 3d at 343 (citing Saverslak v. Davis-Cleaner Produce Co., 606 F.2d 208, 213 (7th Cir. 1979), cert. denied 444 U.S. 1078 (1980)).
    ${ }_{118}$ Id.
    119 Id.
    120 Id.

[^14]:    ${ }^{127}$ See Carib News at 111.
    128 See id. at 111-13.
    ${ }^{129}$ See id. at 119. The Committee applied House Rule XXV, clause 5(a)(1)(B)(ii): "A gift of a ticket to a sporting or entertainment event shall be valued at the face value of the ticket or, in the case of a ticket without a face value, at the highest cost of a ticket with a face value for the event. The price printed on a ticket to an event shall be deemed its face value only if it also is the price at which the issuer offers that ticket for sale to the public."

    130 See id. at 118, n. 387 .
    ${ }^{131}$ Id. at IV.

[^15]:    ${ }^{132}$ See July 11, 2014 Submission at 1.
    ${ }^{133}$ See id. at 1 .
    ${ }_{135}^{134}$ See May 27, 2014 Submission to OCE at 3.
    135 See July 11, 2014 Submission at 6.
    ${ }^{136}$ See OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 33 ("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. . . . 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."); see also id. at 33-34. ("And I'm a state party official . . . so I supported a number of candidates.

[^16]:    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, I'd say [2007 or 2008], maybe longer.")
    ${ }^{137}$ See id. at 41 ("Since I stopped being a Ward Committeeman, then there was no need to have that office.")
    ${ }^{138}$ See July 11, 2014 Submission at 2.
    139 Although there is no daily record of use of the Lake Meadows office from 1993 through the present, contemporaneous accounts from the staff of the management company suggest the office was infrequently occupied. See, e.g., Exhibit 14 (March 24, 1997, letter to Representative Rush: "We have noticed that your Lake Meadows Shopping Center office has not been utilized for several months. Many area residents and business professionals have stopped at our office demonstrating their frustration with their inability to contact you at this location."); Exhibit 19 (June 7, 2011 email to Representative Rush's Executive Assistant: "Since someone is not always in the office, I'm wondering how we could show the space to a prospective tenant, as that need may arise."); Exhibit 20 (March 6, 2012, letter to Representative Rush: "someone is not always in that office."); see also 18(a) Interview of Property Manager A (former Property Manager of Lake Meadows Shopping Center, discussing the period from 1996 to 1998: "most of the time it was, you could see that it was dark from within, so I guess the occasional use was what I could best typify as my experience with [Representative Rush]."); 18(a) Interview of Senior Vice President B (employee of the Lake Meadows management company from 1997 to 2014: "I also never saw anyone in there, you know . . . and I was, you know, at the property off and on over the saw anyone in there, you know . . . and I was, your
    years, kind of-I didn't really view it as
    ${ }^{141}$ It appears Representative Rush did allow his sister to use the Lake Meadows office as a campaign office for her own race for Chicago Alderman in 1995. See 18(a) Interview of Representative Rush. Although this usage appears to have been sporadic and quite limited, the Committee attributed it to Representative Rush, as it benefitted his family member.

[^17]:    ${ }^{142}$ See July 11, 2014 Submission at 2.
    ${ }^{143}$ Rental rates are only publicly available from 2011 to present.
    144 See, e.g., 18(a) Interview of Shopping Center Manager
    ${ }^{145}$ See Ethics Manual at 32 (Member may only accept an item if it fits within the value limits of the Gift Rule "even if the donor obtained the gift without charge.")

    146 See July 11, 2014 Submission at 3.

[^18]:    ${ }^{147}$ See, e.g., Schmidt at 19 ("The Committee recognizes that the lawyers . . . have been representing Representative Schmidt for more than two years . . . and the legal fees for this work are substantial. For this reason, the Committee does not expect Representative Schmidt to fully pay the lawyers... immediately. However, Representative Schmidt must ensure that TCA does not make any further payments on her behalf to the lawyers . . . and must begin paying the lawyers . . as soon as funds are available.")
    ${ }^{148}$ The hardship to a Member of repaying a gift is not, and cannot be, the basis for valuing the gift or determining whether payment is required. In prior cases, the Committee has required Members to make substantial repayments, even where the Member was unaware of the receipt or value of a gift. See, e.g., id. at 3 (Member required to repay a gift of $\$ 500,000$ in legal fees, "[d]espite [the Member's] apparent lack of knowledge of this arrangement," because "it was in fact improper and constituted an impermissible gift."); see also supra at n. 102 .
    ${ }^{149}$ See n.102, supra.
    ${ }^{150} \mathrm{~A}$ Member who receives a gift the Member cannot accept is typically directed to either return the gift to the giver or pay that person or entity the fair market value of the gift. Here, the owner of the office space, Lake Meadows Associates, waived its right to recover rent from Representative Rush. Further, the Committee found Lake Meadows Associates actually had a part in creating the conditions that necessitated this investigation. Thus, given the landlord's lack of a legal right to the repayment, the Committee did not find payment to the landlord to be the appropriate remedy. Therefore, the Committee finds that Representative Rush should repay the value of the impermissible gift, $\$ 13,310$, to the U.S. Treasury.
    ${ }_{151}$ Representative Rush told OCE his federal campaign committee did not use the Lake Meadows office. See OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 42. However,

[^19]:    the documentary record suggests at least some use of the office by Citizens for Rush over the years, including as an occasional meeting space for Representative Rush's campaign Treasurer. ${ }^{152}$ See Ethics Manual at $170-71$ ("At times a Member . . . has office space or other property that the person wishes to lease to the Member's campaign. . . . Such a transaction is permissible under the House Rules only if (1) there is a bona fide campaign need for the goods, services, or space, and (2) the campaign does not pay more than fair market value in the transaction. Whenever a Members campaign is considering entering into a transaction with either the Member or one of his or her family members, it is advisable for the Member to seek a writthe Member or one of his or her family members, t is advisable for the Member to seek a writ-
    ten advisory opinion on the transaction from the Standards Committee.. A Member and the ten advisory opinion on the transaction from the Standards Committee. . A Member and the a candidate or a family member of the candidate before entering into any such transaction.") ${ }_{153}$ House Comm. on Standards of Official Conduct, Report Under the Authority of H. Res 418, H. Rept. 90-1176, 90 th Cong. 2d Sess. 17 (1968).
    ${ }^{154} 114$ Cong. Rec. 8778 (Apr. 3, 1968) (Statement of Representative Price).

[^20]:    ${ }^{155}$ Ethics Manual at 17 (citing House Select Comm. On Ethics, Advisory Opinion No. 4, H. Rept. 95-1837, 95th Cong. 2d Sess. App. 61 (1979)).

    156 See July 11, 2014 Submission at 1-3; 18(a) Interview of Representative Rush.
    ${ }_{157} 18$ (a) Interview of Representative Rush.
    ${ }^{158}$ Id.
    ${ }^{159}$ See, e.g., 18(a) Interview of Senior Vice President A.
    ${ }^{160}$ See Young at 69.
    ${ }^{161}$ See House Comm. on Ethics, In the Matter of Allegations Relating to Representative Ph Gingrey, H. Rep. 113-664, 113th Cong., 2d Sess. (2014) (hereinafter Gingrey) at 25; House Comm. on Ethics, In the Matter of Allegations Relating to Representative Shelley Berkley, H. Rep. 112-716, 112th Cong., 2d Sess. (2012) (hereinafter Berkley) at 10; House Comm. on Standards of Official Conduct, In the Matter of Representative Richard H. Stallings, H. Rep. 100-382, 100th Cong., 1st Sess. (1987) (hereinafter Stallings) at 5.

[^21]:    ${ }_{162}$ Young at 70.
    ${ }_{163}$ See Gingrey at 25; Berkley at 11; Stallings at 6.
    16441 C.F.R. § 102-42.10 (2011).
    ${ }^{165}$ Minimal value for purposes of disclosure under EIGA is the same as that for the Foreign Gifts and Decorations Act, 5 U.S.C. § 7342(a)(5).
    ${ }^{166}$ See, e.g., Schmidt at 19-20.
    ${ }^{167}$ See id. e.g., Schmidt 19 ("Until Representative Schmidt has paid the lawyers associated with TALDF for all fees originally paid by TCA, Representative Schmidt must disclose on Schedule V of her annual Financial Disclosure Statement all outstanding TALDF-related fees which were originally paid by TCA.") Representative Rush may avoid amending his Financial Disclosure Statements by immediately repaying the value of the gifts of office space to the U.S. Treasury. Once repayment is made, there is no longer any "gift" to disclose.

[^22]:    ${ }^{1}$ H. Res 895,110 th Cong. $\$ 1(\mathrm{e})$ (2008) (as amended).
    ${ }^{2}$ 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 $110^{\text {th }}$ 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.

[^23]:    ${ }^{4} 2$ U.S.C. $\$ 441 \mathrm{~B}(\mathrm{a})$ 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 $88441 \mathrm{a}(\mathrm{a})(1)(\mathrm{A})$, (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.

[^24]:    "The Iltinois 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.
    ${ }^{9}$ House Ethics Manual (2008) at 123.

[^25]:    ${ }^{10}$ House Rule 25, clause (a) (3) (emphasis added).
    ${ }^{11}$ In the Matter of Representative Charles B. Rangel, H. Rep. 111-661, 111th Cong., 2d Sess. (Nov. 29, 2010) at 1112. Although a factual distinction exists in that the OCE found no evidence that Representative Rush had any official communications with Lake Meadows Associates or Draper \& Kramer, Inc. during his tenancy, in In the Matter of Representative Charles B. Rangel, the Committee nevertheless focused on several facts present in this review: namely, that Representative Rangel was treated differently than other tenants and that Representative Rangel did not conform to the requirements of the lease and was still permitted by the landlord to reside in the apartment
    ${ }^{12}$ 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).
    ${ }^{13}$ Rep. Rush Transcript (Exhibit I at 14-8751 0033)
    ${ }^{14} \mathrm{Id}$. at 14-8751_0038; Response from the Draper \& Kramer Property Manager (Exhibit 3 at 14-8751_0106).
    ${ }^{15}$ Rep. Rush Transcript (Exhibii I at 14-8751 0033).
    ${ }^{16}$ Id. at 14-8751 0037, 55.
    ${ }_{18}^{17}$ Response from the Draper \& Kramer Property Manager (Exhibit 3 at 14-8751 0106).
    ${ }^{18}$ Rep. Rush Transcript (Exhibit 1 at 14-8751 0036).

[^26]:    ${ }^{27}$ 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)
    ${ }_{32}^{31}$ 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

[^27]:    ${ }^{38} \mathrm{Id}$ at $14-87510035$.
    ${ }^{39} \mathrm{Id}$. 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 (Exhibil 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).
    ${ }^{13}$ Id. at 14-8751 0172, 174 .
    ${ }^{44}$ Transcript of Interview of the Campaign Volunteer, Mar. 14, 2014 (Exhibit 6 at 14-8751_0220).
    ${ }^{45} \mathrm{Id}$ at $14-8751 \quad 0222$.
    ${ }^{4} 6$ Id. at $14-8751-0223$.
    ${ }^{47}$ Rep. Rush Transcript (Exhibit 1 at $14-8751 \_0035,41$ ).
    ${ }^{48} \mathrm{Id}$. at $14-87510057$.

[^28]:    ${ }^{49} I$ d. at 14-8751_0041-42.
    ${ }^{50}$ Transcript of Interview of Representative Rush's Brother, Mar. 13, 2014 (Exhibit 7 at 14-8751_0258).
    ${ }^{51}$ Icd. 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).
    ${ }_{53}^{53} \mathrm{Id}$. at 14-8751 0291.
    ${ }^{54} \mathrm{Id}$. 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).
    ${ }_{56}^{16}$ This is the same space identified as " 35 th and King" and 3361 S. Martin Luther King Drive, unit C-6.
    ${ }_{58}^{57}$ Board Member Transcript (Exhibit 9 at 14-8751_0314).
    ${ }^{58}$ Id .
    ${ }_{69}^{59}$ Treasurer Transcript (Exhibit 5 at 14-8751_0166).
    ${ }^{60} I d$.
    ${ }^{61}$ Id. at 14-8751 0171.

[^29]:    ${ }^{62} \mathrm{Id}$. at 14-8751 0177 .
    ${ }_{64}^{63}$ Id. at 14-8751-0177-178.
    ${ }_{64}^{64}$ Property Manager Transcript (Exhibit 4 at 14-8751_0150).
    ${ }^{65} \mathrm{Id}$.
    ${ }^{66}$ 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. $\$ 110.1(\mathrm{~g})(2)$. The OCE has obtained no evidence that any of the
    three LLC partners of Lake Meadows Associates has made that decision.
    ${ }_{68}^{68}$ Rep. Rush Transcript (Exhibit 1 at 14-8751_0044).
    ${ }^{69}$ Id. at 14-8751_0045
    7) Id. at 14-8751_0046
    ${ }^{71}$ Id.

[^30]:    12 Id. at 14-8751_0047.
    ${ }^{3} \mathrm{Id}$. at 14-8751-0053
    ${ }^{74}$ Draper \& Kramer Lease Ledger, Nov. 1, 2013 (Exhibit 11 at 14-8751 0339-340)
    ${ }^{2} \mathrm{Id}$.
    ${ }^{6} \mathrm{Id}$. 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.

[^31]:    ${ }^{78}$ Email from Lawrence Cohen to the Draper \& Kramer Property Manager, Dec. 7, 2009 (Exhibit 12 at 148751 0342-344).
    ${ }^{79} \mathrm{Id}$.
    ${ }^{80}$ Property Manager Transcript (Exhibit 4 at 14-8751_0116).
    ${ }^{81} \mathrm{Id}$. at $14-87510117$.
    ${ }^{82}$ Id. at 14-8751-0117-122, 124-125
    ${ }^{83} \mathrm{rd}$. at 14-8751-0123.
    ${ }^{84} \mathrm{Id}$. at $14-87510122$

[^32]:    Id. at 14-8751 0122-123.
    ${ }^{86} \mathrm{Id}$. at 14-8751 0125.
    ${ }^{87} \mathrm{Id}$. at 14-8751-0135-136.
    ${ }^{88}$ Letter from the Draper \& Kramer Property Manager to Representative Rush, Mar. 6, 2012 (Exhibit 13 at 148751 0346).
    ${ }^{89} / d$.
    ${ }^{99}$ These totals do not reflect additional, actual charges that exceeded estimated monthly payments for common area, real estate tax, and insurance, totaled at the end of the year.
    ${ }^{91}$ See generally Federal Election Commission database for Citizens for Rush, available at,
    hitp://docquery fec.gov/cgi-bin/fecimg/?C00257121.

[^33]:    $2^{2}$ See House Rule 25, clause (a)(3)(B).

[^34]:    ${ }^{93}$ The Federal Election Commission has issued several advisory opinions interpreting 11 C.F.R. $\S 113.1$ (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).
    ${ }^{95} \mathrm{Id}$ at 14-8751_0003.
    ${ }^{96} \mathrm{Id}$. 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).
    ${ }^{10} \mathrm{Id}$; Rep. Rush's Son Transcript (Exhibit 8 at $14-8751$ 0268)
    ${ }^{101}$ Rep. Rush Transcript (Exhibit 1 at 14-8751_0011).
    ${ }^{102}$ Rep. Rush's Son Transcript (Exhibit 8 at 14-8751_0269-270).
    ${ }_{103}^{103}$ ld at 14-8751 0271.
    ${ }^{104}$ Chatman Transcript (Exhibit 14 at $14 * 87510366$ ).
    10 Rep. Rush's Son Transcript (Exhibit 8 at 14-8751_0278).

[^35]:    ${ }^{6} / d$. at $14-87510276$
    ${ }^{107}$ Id at 14-8751-0274
    ${ }^{108}$ Rep. Rush Transcript (Exhibit 1 at 14-8751 0011)
    ${ }^{106}$ See generally Federal Election Commission database for Citizens for Rush, available at,
    http://docquery fec.gov/cgi-bin/fecimg/?C00257121.
    1102013 FEC October Quarterly Report, filed Oct. 15, 2013 (Exhibit 16 at 14-8751 0394)
    1112013 FEC Amended October Quarterty 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).
    ${ }^{114} \mathrm{Id}$.
    ${ }_{115}$ Treasurer Transcript (Exhibit 5 at 14-08751 0190-191)
    ${ }^{116} \mathrm{Id}$. at $14-087510190$.
    ${ }^{117} \mathrm{ld}$, at 14-08751 0192.

[^36]:    ${ }^{188}$ BCFS Bank Statement (Exhibit 19 at 14-8751_0401).

