

EXHIBIT 1

TRANSCRIPT OF INTERVIEW OF REP. BOBBY RUSH

INTERVIEW OF CONGRESSMAN BOBBY RUSH

Present:

Paul Solis, Investigative Counsel

Scott Gast, Investigative Counsel

Congressman Bobby Rush

Scott Thomas

Transcribed By:

Julie Thompson

1 MR. SOLIS: This is Investigative Counsel Paul Solis with
2 the Office of Congressional Ethics. I'm joined
3 by Investigative Counsel Scott Gast,
4 Representative Bobby Rush, and Scott Thomas.

5 So, Congressman, I will begin by just
6 getting some background information on the
7 church, the Beloved Community Christian Church.
8 When was the church founded?

9 CONGRESSMAN RUSH (the "Witness"): We're in our 12th year. I
10 remember the dates by the anniversaries we had.
11 So last year we had our 11th anniversary. This
12 is our 12th anniversary coming up. So we're in
13 our 12th year. So the church was founded 12
14 years ago and was 2002 I guess.

15 MR. SOLIS: Was the church founded by you?

16 WITNESS: It was organized by me.

17 MR. SOLIS: Anyone else?

18 WITNESS: There were, I guess, maybe 15 to 20 -- at least
19 15 to 20 other people who were organizing the
20 church with me. The church came about after
21 some Bible classes that we were holding at the
22 Illinois Institute of Technology, and we held
23 those Bible classes for six to eight months.
24 And then, all of a sudden, someone made the
25 suggestion, "Well, we've been doing this. Why

1 don't we form a church." And we started looking
2 at it, so the process -- it didn't begin -- us
3 coming together didn't begin as a church, not
4 did it begin with us being -- planning on even
5 organizing a church. It began as a result of
6 Bible classes --

7 MR. SOLIS: Okay.

8 WITNESS: -- that we held at the University of -- at
9 Illinois Institute of Technology.

10 MR. SOLIS: I think I know the answer to this church, but is
11 the church, under federal tax law, it is a
12 501(c)(3)?

13 WITNESS: Yes, I think so.

14 MR. SOLIS: It's a charitable organization?

15 WITNESS: Right.

16 MR. SOLIS: What title do you hold at the church?

17 WITNESS: I am the pastor at the church. My title is
18 pastor and teacher, but it's pastor.

19 MR. SOLIS: Have you always held that title?

20 WITNESS: Yes. I've always been pastor and teacher.
21 Right.

22 MR. SOLIS: Who else is in leadership roles at the church?

23 WITNESS: Oh, wow, there is -- right now we have --
24 essentially we have about 12 members, 11 or 12
25 members of what we call the core group.

1 MR. SOLIS: And that's core as in c-o-r-e?

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

9 MR. SOLIS: Okay.

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

17 MR. SOLIS: Do you lead the core group?

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

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

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

24 MR. SOLIS: Robinson's Rules of Order.

25 WITNESS: Robert's Rules of Order motions and voting.

1 Right.

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

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

7 MR. SOLIS: Okay.

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

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

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

23 MR. SOLIS: Right.

24 WITNESS: But if there's an expenditure even as far as
25 some member of the church who might need a

1 little help, that would probably be taken on by
2 the core group. That's when the matter is
3 called for.

4 MR. SOLIS: Is there -- does the church have a bank account?

5 WITNESS: Yes.

6 MR. SOLIS: Just one?

7 WITNESS: That I'm aware of. Right.

8 MR. SOLIS: Do you have authority over that bank account?

9 WITNESS: No, no.

10 MR. SOLIS: Who does?

11 WITNESS: Angelique Chatman and Ned Stanley.

12 MR. SOLIS: So you couldn't draw money out of that account?

13 WITNESS: No. Oh, wait. I am a signature on the check,
14 but there have to be at least two or three
15 signatures, signatories, but I can't just draw
16 money out on my -- on my own signature. No.

17 MR. SOLIS: What about deposits into the church bank
18 account? Would you ever do that?

19 WITNESS: I've never made a deposit in the church bank
20 account. I never have.

21 MR. GAST: Can I just clarify? Are there three signatories
22 on that account?

23 WITNESS: Right.

24 MR. GAST: Yourself, Angelique, and Ned?

25 WITNESS: Right, right. And I'm very rarely a signature

1 on the -- on the account, very, very rarely, and
2 most the time it's Angelique and Ned Stanley.

3 MR. SOLIS: Decisions on how to generate revenue, you know,
4 getting donations and things like that. Who
5 makes those decisions?

6 WITNESS: Well, that is really a church wide undertaking,
7 you know. We all feel obligated to make -- to
8 help the church in terms of this -- meeting its
9 financial obligations, and so that's really made
10 by the entire body. And members of the church
11 respond according to how they want to respond or
12 their ability to respond.

13 MR. SOLIS: What about donations from businesses or things
14 like that, local businesses or corporate
15 donations? How would that come to the church?

16 WITNESS: Through the same process, through the same
17 process.

18 MR. SOLIS: So can you describe that process for me?

19 WITNESS: Well, if there is some corporations that someone
20 -- that someone knows about or have some kind of
21 relationship with, even to the point of say a
22 neighborhood dry cleaners. If, in fact, the
23 church is fundraising, and there's a member who
24 is a regular customer of this corporation. Then
25 this person probably feels an obligation of

1 feels that they can ask the corporation to
2 contribute to the church. They're helping to
3 support whatever fundraising activity, and
4 that's what occurs. I'm included in that
5 process, but that's the process that everything
6 that's a member of the church is expected to --
7 to participate in. Some do it. Some don't, but
8 there's no obligation on anybody's part to do
9 that.

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

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

15 MR. SOLIS: Okay.

16 WITNESS: Right.

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

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

24 MR. SOLIS: We'll finish up the interview and think about it
25 then. And you discussed expenditures, you know,

1 money going out of the church's --

2 WITNESS: Yeah.

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

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

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

13 WITNESS: I have a son employed by the church.

14 MR. SOLIS: And his name is?

15 WITNESS: Jeff Rush.

16 MR. SOLIS: Jeff Rush?

17 WITNESS: Mm-hmm.

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

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

24 MR. SOLIS: How was the decision made to hire Jeff? How did
25 that come about?

1 WITNESS: Well, actually, the decision to make -- to hire
2 Jeff was based on -- we had someone who died,
3 lead steward for the church, and for a few
4 months, six, seven, eight -- I'm not sure how
5 long -- that was -- that position remained
6 vacant. Jeffrey had been volunteering for the
7 church over a period of time. He was available,
8 and so he started assuming that responsibility,
9 and then the decision was made to pay him.

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

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

17 MR. GAST: Who did he negotiate that with?

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

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

22 WITNESS: Yeah, yeah. He was paid.

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

25 WITNESS: Yeah. But I think that should be explained,

1 okay. I have a younger brother, who is in
2 California, and he's been in California for
3 almost 20 years. And I knew of I think two of
4 his daughters, and he knew of two of his
5 daughters. And four or five years ago,
6 Angelique's mother informed him that Angelique
7 was his daughter, and so low and behold I became
8 another uncle. Alright. And -- and so she is a
9 relative, but she wasn't raised as a relative.
10 She's a newly found -- newly discovered relative
11 of mine and really a new, recently discovered
12 daughter of my brother. So --

13 MR. SOLIS: Okay.

14 WITNESS: Because the mother just informed him.

15 MR. SOLIS: Is she paid by the church?

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

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

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

19 MR. SOLIS: She is compensated in some way?

20 WITNESS: I'm sure she is. Right.

21 MR. SOLIS: Who is she compensated by?

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

1 information.

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

3 WITNESS: I'm pretty sure she's compensated. She

4 mentioned the fact that she's compensated.

5 Right.

6 MR. SOLIS: And when I asked you if she was compensated by

7 the church, you said no, correct?

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

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

10 for the church?

11 WITNESS: I would think so. Yes. I think so. That's --

12 that arrangement is an arrangement that's

13 between her and the person who compensates her.

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

15 her?

16 WITNESS: I can't -- I don't want to reveal that because I

17 think that's between she and the -- and the

18 person who compensates her.

19 MR. SOLIS: Okay. You know, I have reached out to

20 Angelique, and we have tried to get more

21 information on how she's paid. And she decided

22 that she didn't really want to inform us of that

23 and inform us of documents and things like that.

24 So, you know, we don't have an understanding of

25 how Angelique is paid, and where she's paid, and

1 who pays her. So it's important that we get
2 this information.

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

10 MR. SOLIS: Mm-hmm.

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

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

25 WITNESS: And I would express to you and your board that

1 if I or my attorney would have a discussion with
2 her attorney, and if her attorney says okay.
3 Angelique can reveal this information, then what
4 I know about it, you know, I would be -- about
5 who it is, I would be willing to share that, you
6 know. Right now --

7 MR. SOLIS: Well, maybe we can talk about that.

8 MR. THOMAS: Sure. And we'd be happy to take another run at
9 that and figure out if there's a way to produce
10 some information for you that will be what you
11 need. Obviously, there must be some sensitivity
12 there.

13 MR. SOLIS: Okay.

14 MR. THOMAS: If we can find a way to work toward getting you
15 information and protect confidentiality, if
16 that's what's at issue --

17 MR. SOLIS: Right.

18 MR. THOMAS: -- we'll work on that for you.

19 WITNESS: And, Scott, I know your concentration to me has
20 been, you know, answer the questions, but I just
21 got to say this, okay. That I am taking the
22 posture from the beginning of this that I want
23 to be as cooperative with you as possible, and I
24 think I've demonstrated that, okay. And so
25 there's nothing that I am not willing to do to

1 help you along with this process. I respect
2 what you're doing. I think you only doing your
3 job. It's not easy. It's certainly created
4 many issues for me personally. I know you're
5 doing your job, so I'm willing to do all that I
6 can.

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

16 MR. SOLIS: I understand. I understand.

17 WITNESS: Because I respect you.

18 MR. GAST: We appreciate it.

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

21 WITNESS: No.

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

24 WITNESS: No, no.

25 MR. SOLIS: Have you ever been paid by the church?

1 WITNESS: No.

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

4 WITNESS: Alright.

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

7 WITNESS: Mm-hmm.

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

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

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

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

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

17 WITNESS: Yes, they have.

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

22 WITNESS: Well, Angelique has not always been there, okay.
23 So -- but for the time that she's been there, I
24 think that's probably what would happen. They
25 would cut a check to the church, and, as I

1 recall, most of the time, the check is given to
2 Angelique; and she's made a deposit, you know.
3 She makes the deposits for the church.

4 MR. SOLIS: Okay.

5 WITNESS: Let me think now. The (inaudible) -- I can't
6 think of anybody else other than Angelique who
7 has made deposits for the church.

8 MR. SOLIS: Does the -- does your campaign committee make
9 donations to other entities besides the Beloved
10 Community Christian Church?

11 WITNESS: Sure.

12 MR. SOLIS: Like who?

13 WITNESS: Oh, man.

14 MR. SOLIS: I'm going to move this recorder up a little bit.

15 WITNESS: Over the years we have a number -- I couldn't
16 even name all the churches that we -- and
17 organizations, 501(c)(3) organizations that
18 we've made contributions to in line with most
19 members of Congress. We just make contributions
20 to churches.

21 I've made -- I'm -- I don't want to
22 add any kind of superlatives, but I am a believe
23 -- a strong believer in my faith. I'm a man of
24 faith, and I not only make contributions from my
25 campaign committee to the church; but I tithe

1 out of my own income, and I go over and beyond
2 the call of duty to make purchases for the wife.
3 My wife, when she was able to, she's make
4 purchases for the church.

5 So the church is really a beneficiary
6 of not just campaign contributions but my
7 personal income. And so I'm -- and that's based
8 on -- all of this derives from my absolute --
9 more than 100 -- I'm totally committed to my
10 faith, okay, totally committed to my faith. And
11 so out of the resources I get, then I make
12 contributions to the church because I believe
13 sincerely that the source of every resource is
14 my father in heaven. And so, therefore, I
15 believe in circulating. And so you give and you
16 get. So out of my personal income, I'm probably
17 the number one tither in the church.

18 MR. SOLIS: When the campaign committee decides to make a
19 donation to the Beloved Community Christian
20 Church, why is it? Is it for a specific bill
21 that's owed, or how do you -- how do you decide?

22 WITNESS: It really depends. Primarily, it may -- the
23 church might be in need, but it really depends,
24 you know.

25 MR. SOLIS: So sometimes it might be a general just

1 donation, and sometimes it might be for a
2 specific?

3 WITNESS: Most of the time it's for a bill or an
4 obligation that the church has that really its
5 back is up against the wall, most of the time.
6 I'd say most of the time. I don't want to
7 (inaudible), but an overwhelming majority of the
8 time, the church is up against the wall.

9 MR. SOLIS: Have you made any donations to the church in
10 2014 -- has the campaign committee, excuse me?

11 WITNESS: No.

12 MR. SOLIS: What about 2013?

13 WITNESS: I can't recall.

14 MR. SOLIS: I have a document I want to show you. This is a
15 public document. It's an FEC form, and it's
16 corresponding to your campaign committee. And I
17 basically included, the first page there is the
18 cover page, you know. It says Citizens for
19 Rush. This is the October 15th quarterly report
20 for 2013 for Citizens for Rush.

21 And on the second page I've just taken
22 one of the pages from the itemized disbursements
23 section of that report, and in the middle you'll
24 see Beloved Community Christian Church donation;
25 and you'll see the amount is for \$2,100, date of

1 disbursement July 23, 2013. Do you recall that
2 specific donation?

3 WITNESS: No. No, I don't.

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

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

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

9 WITNESS: Probably.

10 MR. THOMAS: Would you let me interject --

11 MR. SOLIS: Sure.

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

18 MR. SOLIS: Right.

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

1 recalling specifically she said this is the
2 transaction --

3 MR. SOLIS: Okay.

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

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

9 WITNESS: Okay.

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

12 WITNESS: No, I don't.

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

15 MR. THOMAS: I believe she has.

16 MR. GAST: Okay.

17 MR. THOMAS: I believe she has.

18 MR. GAST: Okay.

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

20 MR. GAST: Alright.

21 MR. SOLIS: I want to, just real quickly, go back to when I
22 asked you about, you know, when you want to go
23 get donations for the church. You want to talk
24 to people, businesses in the community about
25 that. Before you would do that, did you ever

1 spoken (sic) to the Committee on Ethics about,
2 you know, can I get some guidance on soliciting
3 for a donation to the church? Do you know if
4 you've ever done that?

5 WITNESS: Honestly, I know I talked to Ethics about the
6 campaign committee. I think that I -- I'm not
7 sure about this, but I think that I've asked
8 them could I raise money for the church. And I
9 believe that --

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

11 WITNESS: Yeah. I think that I have asked them can I
12 raise money for the church, and they said --
13 they gave me the okay to raise money for the
14 church.

15 MR. SOLIS: On the specific issue of, you know, when you
16 want to talk to ComEd, you want to talk to
17 Comcast or somebody?

18 WITNESS: Well, those are not the only ones that I talk to
19 about it.

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

21 WITNESS: Right. So I seen that I've asked them can I
22 raise on my own on behalf of the church as a --
23 and they said as a pastor of the church, I could
24 raise money for the church. Alright. But as a
25 Congressman, as long as I don't use official --

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

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

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

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

18 WITNESS: Oh, yeah. Alright. Alright.

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

21 WITNESS: She may have, you know. I couldn't say. She --
22 family members, I don't think she's ever -- I'm
23 almost certain that she's never asked any
24 corporation to contribute to the church, unless
25 it was a community corporate. I don't think she

1 -- no. She don't -- well, she will ask friends
2 and family members, you know, that I know of.

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

5 WITNESS: Comcast, ComEd, AT&T probably, SEC.

6 MR. THOMAS: Don't guess.

7 WITNESS: Don't guess? Alright.

8 MR. THOMAS: Only what you recall.

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

17 And as a matter of fact, I'm guessing
18 -- I would not even say that Comcast or ComEd
19 because I don't -- you know, I'm saying them
20 because you said it, but I'm not certain that
21 they've done it, alright, because most
22 corporations will say we don't contribute to any
23 religious institution for religious purposes,
24 alright. And normally those kind of
25 contributions -- a lot of them will say that.

1 So I don't want to guess on this, you know.

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

5 WITNESS: Well, you go to be more --

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

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

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

25 MR. SOLIS: Okay.

1 WITNESS: If I had a list, then maybe I could say, yeah.

2 This one, you know, obviously they didn't take

3 that position. Alright.

4 MR. SOLIS: Okay. I want to talk specifically about ComEd

5 because, you know, I had a chance to speak with

6 them, and if you recall in 2010, the church had

7 some issues with a bill, an overdue bill; and

8 they cut service to the church. They cut

9 electrical service. Do you recall that?

10 WITNESS: In terms of this church, that probably is an

11 annual event, okay. So now if you're saying

12 2010, I don't want to guess, but I could

13 probably -- what's that phrase that you lawyers

14 -- I can stipulate.

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

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

17 MR. SOLIS: Alright. Okay.

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

19 MR. SOLIS: Okay.

20 WITNESS: Alright. It would not be unusual.

21 MR. SOLIS: Well, I'm asking about that 2010 event, and,

22 again, the best you can remember. As far as I

23 understand it, the power was cut in July because

24 of a delinquency. A couple days later they

25 turned the power back on because Comcast -- I'm

1 sorry; excuse me -- ComEd was given a check, a
2 fairly large check for \$17,900. And I'm
3 wondering if -- does that help jog your memory
4 at all?

5 WITNESS: No.

6 MR. SOLIS: Okay.

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

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

11 WITNESS: No.

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

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

17 MR. THOMAS: Oxford Media Group.

18 MR. SOLIS: Oxford Media Group, right.

19 WITNESS: I have no idea who they are.

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

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

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

25 WITNESS: Alright.

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

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

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

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

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

10 WITNESS: No.

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

13 WITNESS: Right.

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

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

18 MR. SOLIS: Citizens for Rush?

19 WITNESS: Same answer.

20 MR. SOLIS: Same answer? Is that --

21 WITNESS: Right.

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

24 WITNESS: Have I ever -- I have asked Comcast. They
25 started doing computer clinics or computer

1 programs, and I asked them when they considered
2 -- and you might call it solicitation. But I
3 don't think -- it's not in there. Beloved
4 Community Family Wellness Services, they
5 submitted a grant to Comcast, and they got
6 awarded a grant. Now, did I ask them to do
7 that? No. This was a competitive grant, but
8 did I ask them directly to -- to give that money
9 to them? No.

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

13 WITNESS: Oh, yeah.

14 MR. THOMAS: You asked about --

15 MR. SOLIS: Family Services.

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

20 WITNESS: No. Let me just say. I was answering this
21 question. Then I -- you know, I'm thinking at
22 the same time. I realized that it was not any
23 direct appeal from me to give them any -- with
24 this program, to give them any money. This was
25 a meeting process, and it wasn't Comcast

1 (inaudible). I told them. They said we should
2 apply for this, but I had no immediate or direct
3 involvement in whether or not they received the
4 grant for this computer enhancement program at
5 the -- at the Community Family Services.

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

8 WITNESS: Mm-hmm.

9 END OF AUDIO FILE

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

11 WITNESS: If I can --

12 MR. SOLIS: Yes.

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

1 of that solicitation. That's number two.

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

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

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

21 MR. SOLIS: I want to move on now to the rental space or the
22 space at 3361 South Martin Luther King Drive.
23 You know, you and your attorney, Scott, provided
24 some letters to us and some documents relating
25 to that space, and I know in the letter that

1 both of you signed on to, you described it and
2 talked about the use of it. But I still wanted
3 to go over and have you talk about, you know,
4 how you use it, how it came to be, and kind of
5 the history of it.

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

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

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

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

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

20 And so it became a Ward office, my
21 Aldermanic office. We call it a service office,
22 and then after I -- we didn't really campaign
23 out of that office. That office you could not
24 run campaigns out of a City Hall -- your
25 Aldermanic office. When I was an Alderman, I

1 never did run any campaigns out of that office.

2 It was my Aldermanic service office.

3 Then when I became a member of

4 Congress, that office -- because I was a Ward

5 Committeeman, we started having meetings in that

6 office and Ward meetings, political Ward

7 meetings. And Committee Chicago is based on --

8 it's Ward politics, okay. And so if you're

9 involved in Ward politics, you got to have a

10 place where your precinct captains could meet,

11 where your precinct captains could conduct their

12 business, and you have regular Ward meetings.

13 So we did that for a few years.

14 I became a member of Congress. That

15 office -- I'm still a Ward Committeeman. I'm

16 still a Ward Committeeman. I was a Committeeman

17 up until a few years ago. I can't remember

18 when.

19 And I'm a state party official,

20 alright, and because I'm a pretty high profile

21 elected official in the state and (inaudible),

22 you know, you see people with a lot of

23 personalities and people. And I got -- and so I

24 supported a number of candidates. That office

25 was used primarily for meeting with those

1 candidates, me gathering material from those
2 candidates, me circulating material for those
3 candidates, and that was all the way up until,
4 you know, I'd say six, seven years ago, maybe
5 longer. And right now it just mostly sits
6 there.

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

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

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

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

24 MR. SOLIS: 1989?

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

1 just don't remember.

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

3 WITNESS: Okay.

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

6 WITNESS: Right.

7 MR. SOLIS: I did contact them, and they reached out and
8 provided us with that. This is Bates No. D&K
9 001 all the way to 024, and there's a copy for
10 you.

11 WITNESS: Okay.

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

13 MR. THOMAS: This is 24 pages?

14 MR. SOLIS: Yeah, yeah.

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

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

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

25 WITNESS: I didn't read it. So --

1 MR. THOMAS: We will stipulate this is a valid lease though.

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

3 WITNESS: Yeah.

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

6 WITNESS: Mm-hmm.

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

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

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

17 WITNESS: No.

18 MR. SOLIS: Or Bobby Rush, the Alderman?

19 WITNESS: Yeah. This office was used as my Aldermanic
20 office, and this office was -- this lease was --
21 had to be through the -- with the approval of
22 the Corporation Counsel, City of Chicago. And
23 it was for the purposes of me maintain a ward
24 office, Aldermanic office in my -- in my ward
25 for my constituents to be able to come and meet

1 with me in the -- in the ward.

2 So I had no -- I would have no
3 interest nor need to have an office leased to me
4 for any personal thing. So this was -- and this
5 had to be, as far as I can recall, any lease
6 that where the city funds were being used, had
7 to have the approval and authorization of the
8 City Council as such.

9 So I'm not sure what -- what the
10 little technicalities are here, but I would not
11 have --

12 MR. SOLIS: And the landlord is on the back. I'm wondering
13 if you recall that person.

14 WITNESS: No. I don't recall them. On the back?
15 Landlord, Ligamentos Associates (phonetic)
16 Associates or Paul Dasso?

17 MR. SOLIS: Paul Dasso.

18 WITNESS: I don't remember him.

19 MR. THOMAS: D-a-s-s-o.

20 WITNESS: No. I don't remember him at all.

21 MR. SOLIS: Have you been at the -- you've had sort of your
22 stuff there I guess since 1989. Have you ever
23 had a point where you were out of the office and
24 then moved back in? Have you been in there
25 since 1989?

1 WITNESS: When you say have I been there since -- have I
2 had some control over the office?

3 MR. SOLIS: Right.

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

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

7 WITNESS: That I recall. Yes.

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

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

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

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

21 MR. THOMAS: Cold, snowy day.

22 WITNESS: Yeah. The office that (inaudible) was kind of -
23 - also I want to emphasize that even the
24 lettering on the door, you know, indicating that
25 this was a second ward democratic party office,

1 you know. That's how it was identified. That's
2 how it was used for the most part, you know.
3 That's what it was, and it's not even used at
4 all anymore.

5 MR. SOLIS: What about the last -- focus on the last, let's
6 say, six, eight years? Let's say back in 2007,
7 2008. What was it used for back then?

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

25 MR. THOMAS: What did you call it?

1 WITNESS: The hole on 35th Street. Meet me over there,
2 alright, and --

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

5 WITNESS: Yeah. Political office, and by political I mean
6 that it's strictly used as -- as a function of
7 my State Central Committeeman, or during that
8 period of time, my Alderman and State Central
9 Committeeman function as a party function.
10 That's when -- when I say political, I'm
11 strictly talking party functions now.

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

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

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

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

24 MR. SOLIS: When you say "Election night," do you mean
25 Election night for when you win an election as a

1 member of Congress?

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

5 MR. SOLIS: Right.

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

19 I don't know if I should say this, but
20 that office would be abandoned, bigger than
21 abandoned now had it not been for this story in
22 the Sun Times and the subsequent inquiry. I
23 would have -- and my wife's illness. Those are
24 the two things that have prevented me from
25 vacating that office because it's just not --

1 it's something that's not needed. It's not a
2 sixth finger on a hand. It's not needed.

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

6 WITNESS: Well, not state office. It could be -- it could
7 be a local office. I think Christian Mitchell.
8 I interviewed him in that office when he first
9 ran. I interviewed some judge candidates in
10 that office, but I don't -- I don't -- you know,
11 it has no -- very little use for me practically.

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

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

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

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

25 MR. SOLIS: Who is the landlord of the space?

1 WITNESS: As far as I know, notwithstanding what's on this
2 lease, Draper and Kramer. Those are the only
3 ones I've ever known that I --

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

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

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

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

17 MR. SOLIS: Okay. If a notice on that -- on that least, you
18 know, there is mention of rental, you know,
19 payment to be expected. There's a figure there
20 for \$527 and some other figures there for the
21 rent that should be paid or could be paid. I'm
22 wondering when you first signed that lease
23 document, what were your expectations then about
24 --

25 WITNESS: I had no idea that I would ever run for

1 Congress. As a matter of fact, that was the
2 furthest thing from my mind was being a member
3 of Congress. I mean, all politics is local and
4 -- at the time that, that office was leased, I
5 thought that running for Congress would have
6 been a demotion from being on a member of the
7 City Council, alright. We looked disparaging
8 upon people who went off to Washington and
9 didn't deal with the issues, local issues of the
10 day, alright.

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

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

17 WITNESS: Sure.

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

19 WITNESS: Well, because at the time that I rented that
20 office it was for my -- to conduct my Aldermanic
21 responsibilities, and a part of that there,
22 there was an expectation on my part that we
23 would -- that this is a part of having this
24 office. You got to pay for it, but the use of
25 that office has diminished so much that it's

1 really been something that hadn't even occurred
2 to me.

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

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

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

23 MR. THOMAS: You being?

24 MR. SOLIS: You know, as the sort of de facto operator of
25 the State Committeeman committee.

1 WITNESS: I probably would have felt that had someone said
2 to me that you're in violation of a lease, and
3 that we demand payment for this. But, again,
4 there was no notice, and when I became a member
5 of Congress, I didn't even focus on -- did
6 rarely, rarely use it only for those activities
7 that I've mentioned. Very, very rarely used it.
8 Very, very infrequently used it, didn't have a
9 staff there, and was more concerned about my
10 Congressional office than I was that office,
11 which was, at most, axillary to my ongoing
12 (inaudible), alright. And I really didn't feel
13 as though the Citizens for Rush had any
14 responsibility nor any obligation to pay -- to
15 pay for the office.

16 And, again, I would never -- you know,
17 I come from a poor family, and my mother --
18 raised by a single mother with five children.
19 My mother moved around a lot, so I'm very much
20 aware of how, if you got to pay rent, that what
21 the process is. When you're poor, you
22 understand how that works. You got to get a
23 five-day notice, and you got to get -- then you
24 got about 30 days before you go before court
25 before a judge, and then you got to be evicted.

1 I never got any kind of notice, written or oral
2 notice demanding any payment or anybody that I
3 know of for that office.

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

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

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

1 for that purpose that we stipulate on.

2 But I felt -- I felt no obligation,
3 and I still feel -- there was no obligation to
4 pay, alright, because that whole row is vacant.
5 It's been vacant in a real -- it's right next
6 door to the service area of a maintenance
7 (inaudible). Trucks all in there all the time
8 for the most part, garbage all over. There are
9 rats running all over the place, alright. And
10 my own grandson was robbed right in front of
11 that office because the office was closed about
12 5 o'clock in the evening because he (inaudible).
13 One evening he was robbed right there in front
14 of it, alright.

15 So it's because it was abandoned,
16 vacant, lifeless, very little value, you know,
17 and so I really didn't feel -- and, again, for
18 the life of me, I really wish I could tell you
19 that I felt obligated I should have paid the
20 rent, but I still don't feel obligated to pay
21 notwithstanding what this said. The landlord,
22 Draper and Kramer, who I knew, who I'm familiar,
23 they felt no obligation to collect the rent.
24 It's just -- that's how abandonment going on.
25 They abandoned it and so did I.

1 MR. SOLIS: You said a little bit earlier that you felt that
2 it was a benefit potentially to Draper and
3 Kramer because you were there, and, you know,
4 you're keeping some life into that section of
5 units. What makes you say that? What makes you
6 think that it was a benefit to Draper and
7 Kramer?

8 WITNESS: Because my name was on the door.

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

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

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

20 MR. SOLIS: They are.

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

23 MR. SOLIS: I'm not certain.

24 WITNESS: Alright. I don't -- I don't -- I don't know,
25 again, it's so remote, and so far, and such a

1 long time ago, I haven't -- you know, the people
2 I know, everybody leave, Ned and (inaudible).
3 But I just -- I don't know. I really don't
4 know.

5 MR. SOLIS: You mentioned that you heard from a woman at
6 Draper and Kramer a while back, and she was
7 talking about could somebody come through. And
8 -- and I wanted to show you a letter dated March
9 6, 2012, and it's Bates numbered LMSC025. And
10 it's addressed to you, and it's from Dee Wells,
11 Property Manager. I apologize for the faintness
12 of the font. Let me know if you have any
13 trouble reading it.

14 WITNESS: No. I don't have any trouble reading it. I
15 think this -- what are you asking me about?

16 MR. SOLIS: So, first of all, do you recall receiving this
17 letter?

18 WITNESS: No.

19 MR. SOLIS: Okay. Would this letter correspond then with
20 what you told me that she had contacted you to
21 have somebody come in?

22 WITNESS: Yeah. The spirit of the letter does. The
23 wording of the letter is not totally the same.
24 She just -- she didn't mention all this. She
25 just said, "If I have perspective tenants, I

1 would like to be able to show it to them. So,
2 therefore, can I have a key?" "Of course you
3 can have a key," alright. But I didn't give a
4 key, and I never heard from her --

5 MR. SOLIS: Okay

6 WITNESS: -- before or after that.

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

10 WITNESS: Rosemary is my assistant.

11 MR. SOLIS: Is she still your assistant?

12 WITNESS: Yes.

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

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

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

19 WITNESS: Alright.

20 MR. SOLIS: I just --

21 MR. THOMAS: This is a letter, right?

22 MR. SOLIS: This is a letter, right. I actually have the
23 email here that I could show the Congressman as
24 well that I think is referenced in this letter,
25 but if I could draw your attention to the third

1 paragraph. "Landlord is interested in leasing
2 the space you occupy at Lake Meadow Shopping
3 Center to a rent-paying tenant and would like
4 the ability to show the space from time to time
5 to such perspective tenants." You know, she
6 mentions that word "rent-paying," and I think
7 we've covered that already. Is that -- you were
8 not a rent-paying tenant at that point? Is that
9 what she's referring to?

10 WITNESS: I'm not sure when she's referring to. But did I
11 pay rent? No. And, you know, I'm not a lawyer,
12 okay, and I don't want to go down this path with
13 any lawyer, okay. But I more or less view
14 myself as being -- using this office, not
15 necessarily, but using this office as being
16 occupied rather than me being a tenant, and that
17 there were no expectations that I had for
18 anything regarding that office from Draper and
19 Kramer. I didn't expect them to -- if it needed
20 to be cleaned up, clean up. If the lights need
21 to be turned on, turn them on. I didn't expect
22 them to turn the water on. I didn't expect them
23 to keep the heat on or off. I had no -- so I
24 wasn't -- she say I wasn't a rent-paying tenant,
25 and they weren't rent -- they weren't a landlord

1 in a typical sense as far as I didn't think.
2 But had no -- did some landlord responsibilities
3 at all.

4 And it was just that kind of -- I
5 occupied the space, didn't need it, occupied it.
6 They didn't need it and let me occupy it. Now,
7 this happening, this letter, I didn't get it,
8 but it's dated 2012. I did have a brief over-
9 the-phone conversation with this lady. Didn't
10 have one before then and have not had one since
11 then, okay.

12 So, again, I want to emphasize that I
13 really did not see -- and there is no way I seen
14 this because she knew who I was, but the lease
15 here nor is there anything that suggests that
16 Congressman Bobby Rush is a tenant here. That's
17 not true, alright. This has nothing to do with
18 my Congressional responsibility, nor did it have
19 anything to do with Citizens for Rush
20 responsibility because if it had been Citizens
21 for Rush, then it would have said Citizens for
22 Rush and not Congressman Bobby Rush.

23 So I think it's very apparent that
24 Citizens for Rush wasn't expected to pay any
25 rent by Draper and Kramer. Citizens for Rush

1 didn't expect to pay out rent by Draper and
2 Kramer, and I didn't feel an obligation as a
3 State Central Committeeman to pay it. And I
4 haven't been a Ward Committeeman in a number of
5 years, so that's -- I'm not sure where -- you
6 know, where my -- where this intersection. What
7 is the intersect here? I don't understand what
8 -- I really don't.

9 MR. GAST: Can you just clarify? When you were an Alderman
10 --

11 WITNESS: Mm-hmm.

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

14 WITNESS: Yes.

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

16 WITNESS: Nine years.

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

21 WITNESS: I had no discussion with them. No.

22 MR. SOLIS: Did anybody?

23 WITNESS: Not that I know of, but they didn't -- they
24 didn't have any -- let me say this. If I
25 recall, the management office for the shopping

1 center is about two or three doors down from
2 this office, if I recall. So whoever worked in
3 there had to notice that this office was vacant.
4 Nobody was in there. It was very seldom used,
5 and nobody from Draper and Kramer contacted
6 Congressman Rush, Ward Committeeman Rush, or
7 State Central Committeeman Rush. Nobody
8 contacted him on this until I talked to the lady
9 on the phone, and this is the first time I've
10 seen this letter; and you said you had an email.
11 First time I've seen it.

12 So -- but day to day, they were
13 involved back and forth. So that office was of
14 little -- there was very low to no expectations
15 regarding that office in terms of from me or
16 from Draper and Kramer.

17 MR. SOLIS: When did you stop -- when did you end your time
18 as an Alderman?

19 WITNESS: I sworn in Congress in January of '93.

20 MR. SOLIS: You know, because we got a chance to take a look
21 at it, and we saw there's -- there's some stuff
22 in the office, you know. There's some copiers
23 that were unplugged, and some -- a fax machine
24 and things like that. Who paid for those?

25 WITNESS: Man --

1 MR. SOLIS: Or who owns them?

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

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

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

21 WITNESS: At home.

22 MR. SOLIS: Okay. Is it --

23 WITNESS: Sheila -- Sheila works a full-time job, and she
24 transacts most of her business with Citizens for
25 Rush at home, alright.

1 MR. SOLIS: Who else is employed by Citizens for Rush?

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

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

7 WITNESS: At home.

8 MR. SOLIS: At home?

9 WITNESS: Yeah.

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

11 WITNESS: At home.

12 MR. SOLIS: Home.

13 WITNESS: Mm-hmm.

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

17 WITNESS: I doubt it.

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

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

25 WITNESS: Well, the current situation is -- is the same

1 situation that it has been for years. It's not
2 being utilized, except for some equipment from
3 various sources. I do have a few files there
4 from my days as an Alderman.

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

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

24 MR. GAST: You haven't changed.

25 WITNESS: Thanks, Scott. Alright. But, you know, so that

1 office is, you know, in a state of suspension,
2 you know. It's really in a state of suspension
3 right now.

4 MR. GAST: Okay.

5 WITNESS: It's just waiting there.

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

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

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

1 here, alright, you know.

2 But I said, and, Scott, I don't know -

3 - because I said that you all was coming, okay.

4 I knew that you all was coming, alright. And

5 how did I know you all was coming? Because the

6 people who wrote that article was on television

7 and radio pleading for you all to investigate

8 me, pleading for it on the public airways. Why?

9 Let me show you something, and this is

10 -- and understand this now, September of last

11 year after a series of intermittent

12 hospitalizations, my wife underwent open heart

13 surgery, and she -- among the complications, she

14 had multiple organ failure, kidney failure,

15 heart failure, and -- and lung failure

16 (inaudible).

17 So she's fighting for her life in

18 December of 2012 -- 2013, fighting for her very

19 life. Then the doctors had given up on her and

20 this was on our faith and prayers, and in the

21 middle of this, then we see the rubbish printed

22 by the new DA. And you read the story, but,

23 again, they went on television, on news begging

24 for the Ethics Committee to investigate me,

25 begging. I mean, not being coy about it. They

1 -- not begging. They demanding that the Ethics
2 Committee investigate me. So I knew how this
3 stuff worked, and I see what happened.

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

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

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

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

24 And I -- if you can look at it, you
25 know, you should take time to read the thing,

1 alright. So when they -- to me what they done
2 was to set me up by using innuendos, old
3 information, front page of the paper, my wife is
4 fighting for her life. They set me up and then
5 go turn around and have the gall to say, look
6 what we doing to Bobby Rush and send us more
7 money. It was a fundraiser. It's -- they're
8 using us to raise money, alright.

9 So I expected you all to come, but I
10 wouldn't want to expose -- and I'm going to
11 expose them even further, you know, at some
12 point in time because this is what they did,
13 alright. This was just about them, again,
14 raising my profile. I got a (inaudible) and
15 adding certain innuendos and things about --
16 And I appreciate you all for not
17 focusing this inquiry or your questioning on
18 this because that's nonsense. But the -- but
19 the damage had already been done, alright, and
20 they demanded that you all would come in.

21 Now, and I don't want to go too much
22 into it, but -- I don't want to take up a lot of
23 your time. I have lived a committed life,
24 alright. I didn't -- and lawyers don't like to
25 hear this, but I got to say it. I'm human. I'm

1 not saying -- I got to say this because I'm
2 reacting more to the story than I am to what
3 you're saying.

4 The community that the church is in,
5 that all the organizations are in is in the
6 worst, poorest, most violent community in the
7 City of Chicago. The headlines of that story
8 said something about \$1 million. They didn't
9 say that the \$1 million was in a three-year
10 period of time, and that not one quarter of the
11 \$1 million could be used for capital improvement
12 or capital development. It had to all be used
13 on program dollars. They didn't say that. They
14 didn't say that before you got your \$2 that you
15 had to have audits, multiple audits in year one.
16 That -- the organization in question, that they
17 -- they were audited, and they passed those
18 audits.

19 They also didn't say the work that was
20 being done, and this is what gets lost in all
21 this is the work that's being done, alright, in
22 this poor community. I could have planned,
23 organized a church in anywhere, suburban
24 Chicago, upper middle class, but I went to the
25 poorest community. Why? Because that's where

1 this need is, and all my life I've been
2 operating on that kind of level, alright. Most
3 people who know me, they know me as that type of
4 a person. So that context has
5 to be established, alright. There was no
6 willful disregard, disrespect, or misuse of
7 campaign funds. Lord knows if I want to channel
8 some money to my son, I would not use the church
9 to do that, alright. And I certainly would not,
10 for the amount of work that he does, and where
11 he has to do it, like making sure that the heat
12 is on 5 or 6 o'clock in the morning when church
13 -- I would not do all of these things for some -
14 - I don't know even know how much he makes, but
15 something like \$600 every two weeks, you know.

16 And so it's all reportable, all
17 reported, all done the right way. I would not
18 do all -- you know, that doesn't make sense, but
19 the fact of it is, is what I do when I committed
20 my life. I'm not in -- I'm the only member of
21 Congress, and, please, take it the right way.
22 I'm the only member of Congress that ever
23 organized a church. We have some members of
24 Congress who were pastors, but the Lord played a
25 trick on me, you know. He brought me out in

1 Congress back into the community in the name of
2 a church. Now, it's consistent with -- I've
3 always been a community organizer, always been
4 on the front line, always been involved, always
5 took on issues, always opened my big mouth,
6 always challenging when it came to justice
7 issues, alright, in -- on behalf of my community
8 and other communities, alright. I've always
9 done those things, alright.

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

19 These entities are supposed to serve
20 the community. There ain't no money -- I'm not
21 -- this ain't no scheme on my part. It never
22 have been. I'm -- this is my life's work,
23 alright, and I'm not into it to -- at this
24 point, and risk myself and besmirch. I've got a
25 good solid reputation. That's why I've been

1 running unopposed. Was successful in 2000 when
2 Obama ran against me. I got a good reputation.
3 So I'm not going to go risk that
4 reputation based on nothing that you asked me
5 about, nothing, none of that. I'd never risk my
6 reputation on -- I like what I do, and whether
7 or not you approve it or not, whether or not I'm
8 in Congress or not, I did it before. I always
9 tell people. I wasn't born a member of
10 Congress, and I hope like hell I don't die a
11 member of Congress, alright. I really do, you
12 know, know -- and so I got to be who I am. I
13 really do. I got to be who I am. I got to be
14 who I am.

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

25 MR. SOLIS: We appreciate --

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

2 MR. SOLIS: We appreciate all --

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

4 know how it is.

5 MR. SOLIS: So I will conclude the interview, and thank you

6 very much, Congressman.

7 WITNESS: Good night. Thank you.

8 MR. SOLIS: Thank you.

9 END OF INTERVIEW

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EXHIBIT 2

LAKE MEADOWS
SHOPPING CENTER

LEASE

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

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

PARCEL 1:

LOTS 1 TO 10 INCLUSIVE IN RESUBDIVISION OF LAKE MEADOWS NO. TWO BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 27, 1959 AS DOCUMENT 17722039 AND FILED IN THE OFFICE OF REGISTRAR OF TITLES AS DOCUMENT 1890849.

PARCEL 2:

LOTS A AND B IN LAKE MEADOWS NO. ONE A CONSOLIDATION OF LOTS AND PART OF LOTS AND VACATED STREETS AND ALLEYS IN JOHN DE WITT'S ADDITION TO CHICAGO AND IN UNIVERSITY SUBDIVISION AND CERTAIN RESUBDIVISIONS ALL IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 8, 1954 AS DOCUMENT 15954451 AND FILED IN THE OFFICE OF REGISTRAR OF TITLES AS DOCUMENT 1539045.

PARCEL 3:

A PARCEL OF LAND COMPRISING ALL OF LOTS 1 TO 4 BOTH INCLUSIVE, LOTS 22 TO 28 BOTH INCLUSIVE, PARTS OF LOTS 5 AND 21 TOGETHER WITH THE ALLEYS BETWEEN SAID LOTS IN THE NORTH TIER OF OAKENWALD BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID SUBDIVISION THAT PART CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES UNDER DOCKET 15607879 AND RECORDED ON MAY 4, 1953) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 26 IN SAID SUBDIVISION WHICH IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF SAID SUBDIVISION, THENCE NORTH 18 DEGREES 44 MINUTES, 43 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 26 AND 1 IN SAID SUBDIVISION A DISTANCE OF 289.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 WHICH IS THE INTERSECTION OF THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF EAST 33RD STREET, THENCE SOUTH 89 DEGREES 50 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF EAST 33RD STREET, A DISTANCE OF 205.44 FEET, THENCE SOUTH 00 DEGREES 13 MINUTES, 13 SECONDS WEST A DISTANCE OF 257.25 FEET TO A POINT IN THE SOUTH LINE OF LOT 21 IN SAID SUBDIVISION, THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 284.17 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**ARTICLE I
BASIC LEASE TERMS AND EXHIBITS**

SECTION 1.3 BASIC LEASE TERMS:

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

- A. LEASED PREMISES: Space C-6 (hereinafter referred to as "Leased Premises") shown cross-hatched in red on Exhibit B.
FLOOR AREA WITHIN LEASED PREMISES: approximately 1,506 square feet
- B. LEASE TERM: One year.
- C. TENANT'S CONSTRUCTION AND FIXTURE PERIOD (ARTICLES III and IV): 60 days.
- D. FIXED MINIMUM RENT (ARTICLE V): \$ 627.00 per month
- ~~E. SECURITY DEPOSIT (ARTICLE VIII): \$ 1,881.00~~
- ~~F. RENT FOR BACMENT STORAGE AREA (ARTICLE III): \$ per month.
FLOOR AREA OF BACMENT STORAGE AREA: approximately~~
- G. INSURANCE COVERAGE (ARTICLE X): \$ 1,000,000 for injury or death of one person;
\$ 1,000,000 for injury or death per occurrence; and \$ 300,000 for property damage.
- H. USE (ARTICLE VI): As an aldermanic office for Alderman Rush's local Chicago political Ward, known as the Second Ward.
- I. TENANT'S TRADE NAME (ARTICLE VI): ALDERMAN BOBBY RUSH
- J. LANDLORD'S MAILING ADDRESS: c/o Harold J. Carlson Associates, Inc.
9801 W. Higgins, Suite 420
P. O. Box 929
Rosemont, Illinois 60018
- K. TENANT'S MAILING ADDRESS: 3534 South Calumet
Chicago, Illinois
- L. SECURITY DEPOSIT (ARTICLE XVIII): \$1,881.00
- ~~M. CONSULTING OF CONSTRUCTION (ARTICLE II):~~
- N. RADIUS RESTRICTION (ARTICLE VI): One (1) mile.

SECTION 1.2 EXHIBITS:

The exhibits listed in this Section and attached to this Lease are incorporated herein by reference, and are to be treated as a part of this Lease for all purposes:

EXHIBIT A: Supplement to Lease

EXHIBIT B: Site Plan/Lease Plan of Shopping Center

EXHIBIT C: Tenant Information Manual (including a description of Landlord's Work, Tenant's Work and Tenant Design Criteria)

EXHIBIT D: Floor Plans

EXHIBIT E: Standard Project Details

EXHIBIT F: Sign Criteria

~~EXHIBIT G: Guarantee of Lease~~

**ARTICLE II
SHOPPING CENTER AND LEASED PREMISES**

SECTION 2.1 SHOPPING CENTER

Landlord is the owner of a leasehold estate in the real property legally described above, and created by an Indenture of Lease (the "NYLIC Lease") dated April 1, 1969, between NEW YORK LIFE INSURANCE COMPANY as Lessor and LA SALLE NATIONAL BANK AS TRUSTEE under a Trust Agreement dated March 31, 1969, and known as Trust No. 39320, as Lessee (a short form of which has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 1, 1969 as Document No. 20798653) as assigned and transferred by Assignment and Transfer of Lease dated March 11, 1970, from LA SALLE NATIONAL BANK AS TRUSTEE under Trust Agreement dated March 31, 1969 and known as Trust No. 39320, to Lake Meadows Associates, an Illinois limited partnership (Landlord), and Landlord has full authority to enter into this Lease.

SECTION 2.2 LEASED PREMISES:

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

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

~~SECTION 2.3 BASEMENT STORAGE AREA:~~

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

**ARTICLE III
TERM OF LEASE AND LEASE YEAR**

SECTION 3.1 TERM OF LEASE:

The term of this Lease shall commence upon the earlier of:

- A. The date which is sixty (60) days after the date Landlord gives Tenant notice that Landlord's Work in the Leased Premises is substantially complete; or
- B. The date on which Tenant opens the Leased Premises for business to the public (such date being hereinafter called the "Commencement Date").

The Lease shall expire on the last day of ~~the~~ October, 1999 ~~or any date thereafter~~, unless sooner terminated as provided herein.

SECTION 3.2 LEASE YEAR:

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

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

SECTION 3.3 OBLIGATIONS OF TENANT BEFORE LEASE TERM BEGINS:

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

**ARTICLE IV
CONSTRUCTION BY LANDLORD AND TENANT**

SECTION 4.1 CONSTRUCTION BY LANDLORD:

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

SECTION 4.2 CONSTRUCTION BY TENANT:

All work other than that to be performed by Landlord is to be done by Tenant in a good and workmanlike manner, by bonded contractors approved by Landlord, at Tenant's expense and in accordance with the outline description set forth in the exhibit entitled "Tenant's Work" and attached hereto as Exhibit C, the Design Criteria set forth in Exhibits D, E and F, and the plans and specifications hereinafter referred to in this Section 4.2. Tenant agrees to submit to Landlord, within forty-five (45) days from the date Tenant receives blockout drawings of the Leased Premises from the Landlord's architect, complete plans and specifications including engineering, mechanical and electrical work covering Tenant's Work as described in Exhibit D, in such detail as Landlord may require and in compliance with Exhibits C, D, E, and F and all applicable statutes, ordinances, regulations and codes, certified by a licensed registered architect and, if required by the Landlord, a licensed registered professional engineer. Within forty-five

(45) days after receipt of Tenant's plans and specifications, Landlord shall return to Tenant one set of such plans and specifications marked approved, approved as noted, or revise/resubmit. Tenant shall then act in accordance with Exhibits C, D, E and F. If such plans and specifications are not so submitted within said forty-five (45) days or if Tenant fails to complete the work required by this Section 4.2 in a timely manner, Landlord may, at its option, either (a) proceed with Tenant's Work, as hereinabove provided, and any changes or revisions thereof required thereafter shall be made at Tenant's sole expense (Landlord shall have the right to determine whether said changes shall be made by Landlord's contractor or Tenant's contractor); or (b) exercise any remedy for default provided to the Landlord by Article XVI hereof.

SECTION 4.3 WAIVER OF LIENS:

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

ARTICLE V RENTS

SECTION 5.1 FIXED MINIMUM RENT:

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

~~SECTION 5.2 PERCENTAGE RENT:~~

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

A. PAYMENT OF PERCENTAGE RENT:

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

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

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

~~DEFINITION OF GROSS SALES~~

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

C. BOOKS AND RECORDS:

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

SECTION 5.3 ADDITIONAL RENT:

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

**ARTICLE VI
OPERATION OF BUSINESS AND USE**

SECTION 6.1 USE:

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

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

SECTION 6.2 OPERATION:

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

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

SECTION 6.3 TENANT'S COVENANTS REGARDING OCCUPANCY:

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

Leased Premises.

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

Tenant agrees not to:

- A. Permit any unlawful or immoral practice to be carried on or committed on the Leased Premises;
- B. Make any use of or allow the Leased Premises to be used in any manner or for any purpose that might invalidate or increase the rate of Landlord's insurance thereof;
- C. Keep or use or permit to be kept or used on said Leased Premises any inflammable fluids or explosives without in each instance obtaining the prior written approval of Landlord;
- D. Use the Leased Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Leased Premises or of the Shopping Center;
- E. Detace or injure the building or Leased Premises;
- F. Overload the floors; or
- G. Commit or suffer any waste.

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

SECTION 6.4 RADIUS RESTRICTION:

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

**ARTICLE VII
TAXES AND SPECIAL ASSESSMENTS**

SECTION 7.1 REAL ESTATE TAXES AND ASSESSMENTS:

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

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

SECTION 7.2 CONTEST OF REAL ESTATE TAXES:

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

SECTION 7.3 MUNICIPAL, COUNTY, STATE OR FEDERAL TAXES:

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

SECTION 7.4 RENTAL TAXES:

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

**ARTICLE VIII
COMMON AREAS AND FACILITIES**

SECTION 8.1 COMMON AREAS AND FACILITIES:

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

SECTION 8.2 USE OF COMMON AREAS AND FACILITIES:

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

- A. The common areas shall be used by Tenant, its agents, employees, customers and invitees, in common with agents, employees, customers and invitees of Landlord, the other owners, occupants and tenants from time to time in the Shopping Center;
- B. Tenant's right to use the common areas shall terminate upon the termination of this Lease by lapse of time or otherwise;
- C. Tenant shall make no use of the common areas which shall interfere in any way with the use of the common areas by others or with the business of any other Tenant or with the Landlord;
- D. The use of all common areas shall be subject to the rules and regulations from time to time approved by Landlord, including the right of Landlord to institute a parking system by validation, metering or otherwise;
- E. Landlord shall have the right from time to time to construct other temporary and permanent buildings or improvements in common areas.

SECTION 8.3 CHARGE FOR COMMON AREAS AND FACILITIES:

Tenant shall pay to Landlord as a "common area charge" a proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the common areas. Such costs and expenses shall include but not be limited to: cleaning, lighting, maintaining, repairing and replacing (except to the extent proceeds of insurance or condemnation awards are available therefor) the malls and other common areas; maintaining, repairing and replacing the gas, electric, steam, cold water, and other utility lines serving the Shopping Center; cleaning, lighting, snow and ice removal, line painting; and landscaping of all vehicle parking areas and other common areas; providing public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate; total compensation and benefits (including premiums for Workmen's Compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees; supplying music to the common areas; reasonable depreciation of equipment used in operating and maintaining the common areas and rent paid for leasing any such equipment; the amortized cost of repaving vehicle parking areas; and an amount equal to fifteen percent (15%) of the total of all the foregoing costs and expenses to cover Landlord's administrative costs. Tenant's common area charge shall be determined by multiplying the total cost incurred by Landlord by the ratio of the square feet of floor area within the Leased Premises to the total square feet of floor area leased and occupied within all the buildings in the Shopping Center. For the purposes of Sections 7.1, 10.1, 10.4, 20.1, 20.2 and 24.19, as well as this Section 8.3, the term "floor area" with respect to the Leased Premises and with respect to all other leasable area, shall refer to floor area on all levels, including mezzanines, basements or balconies. No deduction shall be made for columns, stairs, elevators or any interior construction or equipment, but areas within malls whether open or enclosed, shall not be included. Any change in floor area in such buildings shall be deemed in effect on the first day of the next succeeding month following such change. The floor area included within the Leased Premises shall conclusively be deemed for all purposes of this Lease to be the figure for same set forth in the Supplement to Lease entered into by the Landlord and Tenant in accordance with Section 3.2 hereof.

Notwithstanding the foregoing provisions of this Section 8.3, the common area charge shall, at Landlord's option, include the cost of rental insurance carried by Landlord in amounts equal to the total annual obligation to Landlord of all tenants of the Shopping Center. Tenant's pro rata portion of such costs shall be determined on the basis of its annual liability to Landlord for rent, taxes, assessments, insurance premiums, and other common area charges rather than the floor area of the Leased Premises.

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

ARTICLE IX UTILITIES

SECTION 9.1 PUBLIC UTILITIES:

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

SECTION 9.2 HEATING AND AIR CONDITIONING:

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

refunded to Tenant or credited against any payment due hereunder.

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

ARTICLE X INDEMNITY AND INSURANCE

SECTION 10.1 LANDLORD'S INSURANCE:

Landlord agrees to purchase and keep in full force and effect insurance on Landlord's buildings in the Shopping Center against fire and such other risks as may be included in extended coverage insurance from time to time available in an amount not less than the greater of eighty percent (80%) of full insurable replacement value of Landlord's buildings in the Shopping Center and Tenant's Work, excluding the applicable items to be insured by Tenant under Section 10.2 hereof, or the amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies. Landlord's insurance coverage for Tenant's Work shall be based on Tenant's detailed breakdown of the final costs of construction as provided in Exhibit D. Tenant agrees promptly to furnish to Landlord a detailed breakdown of construction costs and supporting evidence relating to same with respect to any additional cost of repairs, alterations or additions to Tenant's Work during the term of this Lease, and such additional information concerning alterations or additions to Tenant's Work as the Landlord shall request. Tenant shall pay to the Landlord with the next installment of Fixed Minimum Rent due after Landlord bills Tenant therefor that portion of the total cost of said insurance on Landlord's buildings in the Shopping Center as equal the product resulting from multiplying Landlord's total premium expense pertaining to the Shopping Center (excluding therefrom the amount thereof attributable to insuring the common areas, for which provision has been made in Section 8.3 hereof) by the ratio of the number of square feet of floor area included within the Leased Premises to the total number of square feet of floor area leased and occupied within the buildings in the Shopping Center as of the date of such bill. Tenant hereby waives any rights in said policy or policies maintained by Landlord, and agrees that Tenant shall not be entitled to be named insured thereunder. In the event any of Landlord's policies insures premises or risks other than those pertaining to the Shopping Center, the statement of the insurer shall be conclusive as to the portion of the insurance premium attributable to the Shopping Center.

SECTION 10.2 PUBLIC LIABILITY AND FIRE AND EXTENDED COVERAGE INSURANCE:

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

- A. Comprehensive public liability, together with contractual liability endorsements covering Tenant's obligations set forth in Section 10.4 hereof, and property damage insurance in the minimum amounts set forth in Section 1.1.G. hereof, or such greater amounts as Landlord may reasonably hereafter from time to time advise Tenant in writing.
- B. Fire, other risks covered by standard extended coverage endorsements, vandalism and malicious mischief on contents, and business property insurance endorsed to cover Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment, floor and wall coverings and all other items of personal property of Tenant located on or within the Leased Premises in an amount not less than eighty percent (80%) of replacement cost thereof.
- C. Workmen's compensation, products liability, and plate glass insurance.
- D. Any other insurance coverage Landlord may at any time reasonably request of Tenant.
- E. Claims, damages and liabilities arising under the Illinois Liquor Control Law and the so-called Dram Shop Act and under any future law, statute, rule or ordinance pertaining to the storage, sale, use or gift of alcoholic beverages on or from the Leased Premises.

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

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

SECTION 10.3 WAIVER OF LIABILITY:

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

SECTION 10.4 INDEMNIFICATION BY TENANT:

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

SECTION 10.5 MUTUAL WAIVER OF SUBROGATION:

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

**ARTICLE XI
REPAIRS AND ALTERATIONS**

SECTION 11.1 REPAIRS BY LANDLORD:

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

SECTION 11.2 ALTERATIONS OR IMPROVEMENTS BY LANDLORD:

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

SECTION 11.3 ACCESS TO PREMISES:

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

SECTION 11.4 REPAIRS BY TENANT:

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

SECTION 11.5 TENANT'S FAILURE TO REPAIR:

If Tenant shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, the same shall constitute a material breach of this Lease, and Landlord shall have the right, at its option and without prejudice to any remedies it may have hereunder or otherwise, upon fifteen (15) days' written notice to Tenant, to enter the Leased

Premises and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or property or to Tenant's business by reason thereof, except loss or damage arising out of the negligent acts of Landlord, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill therefor, as additional rent.

SECTION 11.6 ALTERATIONS OR IMPROVEMENTS BY TENANT:

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

SECTION 11.7 REMOVAL OF TENANT'S IMPROVEMENTS:

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

ARTICLE XII OWNERSHIP; ASSIGNMENT AND SUBLETTING

SECTION 12.1 OWNERSHIP:

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

SECTION 12.2 ASSIGNMENT AND SUBLETTING:

Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate this Lease or Tenant's interest in and to the Leased Premises, or permit any transfer of Tenant's interest created hereby or allow any liens upon Tenant's interest by operation of law, or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant, without first obtaining the prior written consent of Landlord. It shall be a condition to any such consent by Landlord that Tenant shall reimburse Landlord for any and all cost and expense relating thereto, including but not limited to attorneys' fees for the review and preparation of required documentation. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of all obligations of any sublessee, assignee, or licensee under this Lease. The parties agree that any pledge or hypothecation of this Lease shall be subordinate to the rights of the Landlord hereunder. Any attempt to transfer, assign, sublet or license or enter into a concession agreement or otherwise hypothecate or to transfer by operation of law or occupy the Leased Premises by a party other than Tenant shall be void and confer no rights on any third party, unless the Landlord so elects. The consent by Landlord to any transfer, assignment, subletting, license or concession agreement or hypothecation or transfer by operation of law or occupation by a party other than Tenant shall not constitute a waiver of the necessity of such consent to any subsequent transfer, assignment, subletting, license,

concession agreement or hypothecation or transfer by operation of law or occupation by a party other than Tenant. Each transfer, assignment, subletting, license, concession agreement, hypothecation, transfer by operation of law or occupation by a party other than Tenant to which there has been consent shall be by an Instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferor, assignor, sublessor, licensor, concessionaire, hypothecator, or mortgagor and the transferee, assignee, sublessee, licensee, concessionaire, or mortgagee shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. One (1) executed copy of such written Instrument in form satisfactory to Landlord shall be delivered to Landlord forthwith. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this article shall operate to prevent any such transfer, assignment, subletting, license, concession agreement, hypothecation, transfer by operation of law or occupation by some party other than Tenant from becoming effective, unless the Landlord so elects.

ARTICLE XIII DAMAGE AND DESTRUCTION

SECTION 13.1 REPAIR OF DAMAGE:

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

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

SECTION 13.2 INSURANCE PROCEEDS:

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

**ARTICLE XIV
EMINENT DOMAIN**

If any portion of the Leased Premises or, in Landlord's determination, any significant portion of the building of which the Leased Premises are a part or of the Shopping Center shall be taken under eminent domain proceedings, Landlord may, at Landlord's option, either (a) terminate this Lease by written notice to Tenant, such termination to be effective on or after the date possession by eminent domain is taken if the Leased Premises is included in such taking, or no later than one hundred eighty (180) days after the date possession is taken if the Leased Premises is not included in such taking, or (b) require Tenant to occupy any premises in the Shopping Center which in Landlord's judgment are reasonably equivalent to the Leased Premises for the balance of the term of the Lease and in accordance with all other terms and conditions hereof. If the taking of a sufficient or a certain portion of the Leased Premises by eminent domain renders the balance of the Leased Premises inadequate for the operation of Tenant's business at the Shopping Center, Tenant shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days from the date of such taking, said termination to be effective not less than ninety (90) days from the date said written notice is given to Landlord. In any event, Tenant shall have no claim against Landlord by reason of such taking. The entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant; provided, however, that Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation for or on account of any damages or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

**ARTICLE XV
RULES AND REGULATIONS**

Tenant covenants and agrees with Landlord that:

- A. Tenant shall not affix or maintain outside the Leased Premises, including the exterior of the glass panes and supports of the show windows (and within twenty-four [24] inches of any window), doors and the exterior walls of the Leased Premises, or anyplace within the Leased Premises intended to be seen from the exterior of the Leased Premises, any signs, advertising placards, names, insignias, notices, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises reasonably caused thereby, to remove any of the same from the Leased Premises, except such as shall have first received written approval of Landlord, which approval with respect to all exterior signs Landlord may at its sole discretion refuse to grant. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Leased Premises shall advertise any product. All signs located in the interior of the Leased Premises shall be in good taste so as not to detract from the general appearance of the Leased Premises or the Shopping Center. Tenant shall not use handbills or balloons for advertising at the Shopping Center;
- B. No awnings or other projections shall be attached to the exterior walls of the Leased Premises or the building of which they form a part;
- C. All loading and unloading of goods shall be done only at such time, in the areas and through the entrance designated for such purpose by Landlord;
- D. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;
- E. No radio or television or other similar device shall be installed, and no aerial shall be erected on the roof, on exterior walls of the Leased Premises or the Shopping Center, or on the grounds, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior consent shall be subject to removal without notice at any time;
- F. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without the prior written consent of Landlord;
- G. Tenant shall keep Tenant's display windows illuminated and permitted signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by Landlord;

- H. Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;
- I. Tenant shall not permit any obstructions or merchandise in the service corridors, sidewalks, entrances, passages, courts, corridors, elevators or stairways;
- J. Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord the state automobile license numbers assigned to the car or cars of Tenant and its employees within five (5) days of any request to do so by Landlord;
- K. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may reasonably require, provided the cost thereof is competitive to any similar service available to Tenant;
- L. In the event Landlord installs a supervised sprinkler alarm system for the protection of Tenant and of the Shopping Center, Tenant agrees to pay its pro rata share of the monthly alarm service charge;
- M. Tenant will cooperate and participate in any security programs implemented with respect to the entire Shopping Center and will coordinate any security devices or programs it maintains within the Leased Premises with the overall security requirements of the Shopping Center;
- N. Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the Leased Premises and no person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms;
- O. Tenant shall obtain all permits or licenses necessary to conduct its business;
- P. Except for those exclusively for use by employees of Tenant which are not visible from the sales area of Tenant's Leased Premises or the exterior of the Leased Premises, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services including, but not limited to, pay telephones, pay lockers, pay toilets, pay scales, amusement devices, and machines for the sale of beverages, food, candy, cigarettes or other commodities, without the prior written consent of Landlord;
- Q. Tenant shall not place or maintain any temporary fixture for display of merchandise in front of or within any entrance to the Leased Premises which is within six (6) feet of the front line of the Leased Premises or within three (3) feet of any recessed entry of the Leased Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises or Tenant's merchandise, to remove any of the same from the Leased Premises except such as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities; and
- R. Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound and other waves or disturbances, or create odors, any of which may be offensive to other tenants, occupants or customers of the Shopping Center or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from within the Shopping Center or elsewhere.

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

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

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

**ARTICLE XVI
DEFAULT BY TENANT AND REMEDIES**

It is agreed that:

- A. If Tenant vacates or abandons the Leased Premises, permits the same to remain vacant or unoccupied for a period of five (5) or more days, or fails to conduct business at the Leased Premises for a period of five (5) or more consecutive days, except if prevented from doing so by strikes or other reasons beyond Tenant's reasonable control;
- B. If the rent, additional rent, or any part thereof or any other payment or deposit of money required hereunder when due, shall be unpaid for five (5) days after written notice thereof to Tenant;
- C. If default shall be made in the prompt and full performance of any covenant, condition or agreement of this Lease to be kept or performed by Tenant (other than an obligation of Tenant referred to in Paragraph A or Paragraph B of this Article XVI) and Tenant shall fail to promptly and fully cure such default or breach of performance or such default or breach of performance shall continue, except as otherwise specifically set forth herein, for more than a reasonable time (in no event to exceed thirty [30] days unless, with respect to any default which cannot be cured within thirty [30] days, Tenant or any person holding by, through or under Tenant, in good faith, within a reasonable time in no event to exceed ten [10] days after receipt of such written notice, shall have commenced and thereafter shall continue diligently to prosecute all action necessary to cure such default) after written notice to Tenant, specifying such default or breach of performance, or
- D. If any proceeding shall be commenced to declare Tenant or Guarantor of this Lease, if any, bankrupt or insolvent or to obtain relief under any chapter or provision of any bankruptcy or debtor relief law or act or to reduce or modify Tenant's or Guarantor's debts or obligations or to delay or extend the payment thereof, or if any assignment of Tenant's or Guarantor's property be made for the benefit of creditors, or if a receiver or trustee be appointed for Tenant or Guarantor or for Tenant's or Guarantor's property or business (unless in the case of a petition filed against Tenant or Guarantor, the same is dismissed within sixty [60] days);

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

- (1) Landlord may elect to terminate this Lease and the term created hereby, in which event Landlord forthwith may repossess the Leased Premises and Tenant shall pay at once to Landlord as liquidated damages a sum of money equal to fifty percent (50%) of the Fixed Minimum Rent provided in Article I of this Lease and all other sums provided to be paid by Tenant to Landlord for the balance of the stated term of this Lease, and shall pay any other sum of money and damages due or to become due to Landlord from Tenant.
- (2) Landlord may elect to terminate Tenant's right to possession without termination of this Lease. In which event Tenant agrees to surrender possession and vacate the Leased Premises immediately and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises, in whole or in part, with or without process of law, to repossess the Leased Premises or any part thereof and to expel or remove Tenant and any other person, firm or corporation who may be occupying or within the Leased Premises or any part thereof and remove any and all property therefrom without terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent and perform the covenants, conditions and agreements to be performed by Tenant as provided in this Lease without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rental or any other right of Landlord under this Lease or by operation of law.

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

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

the cost of repairs, alterations, additions, redecorating and Landlord's other expenses, Tenant agrees to pay to Landlord the deficiency upon demand.

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

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

ARTICLE XVII ATTORNEYS' FEES

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

ARTICLE XVIII SECURITY DEPOSIT

To secure the faithful performance by Tenant of the covenants, conditions and agreements set forth in this Lease to be performed by it, Tenant has deposited with Landlord the sum of \$1,881.00 ~~XXXXXX~~ on the understanding:

- A. That such deposit or any portion thereof may be applied to the curing of any default that may exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the security deposit so that same will be restored to its original amount;
- B. That should the Leased Premises be transferred by Landlord, the security deposit or any balance thereof may be turned over the Landlord's successor or transferee, and Tenant agrees to look solely to such successor or transferee for such application or return;
- C. That Landlord or its successors shall not be obligated to hold the security deposit as a separate fund, but may commingle it with other funds;
- D. That if Tenant shall faithfully perform all of the covenants and agreements in this Lease contained on the part of the Tenant to be performed the security deposit, or any then remaining balance thereof, shall be returned to Tenant, without interest, when the Tenant's liability (if any) for taxes and common area expenses has been determined in accordance herewith following the expiration or termination of the term of the Lease.

ARTICLE XIX TENANT'S ADVERTISING

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

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

**ARTICLE XX
MERCHANTS' ASSOCIATION; PROMOTIONAL FUND**

SECTION 20.1 MERCHANTS' ASSOCIATION

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

SECTION 20.2 PROMOTIONAL FUND:

Landlord, at its option, may provide for a Promotional Fund in lieu of the Merchants' Association. Should Landlord choose this option, Tenant agrees to pay Landlord, in addition to the other amounts set forth in this Lease, during the term of this Lease from the Commencement Date, monthly in advance, a promotion fee of thirty cents (\$.30) per square foot per year, adjusted as hereinafter set forth. This amount shall be used for the advertising and promotion of the Shopping Center in such a manner as Landlord in its sole discretion deems advisable, with any amount not used by Landlord in any year to be refunded to Tenant based on the ratio that the portion paid by Tenant in such Lease Year bears to the total amount received by Landlord for such purposes from all tenants in the Shopping Center for said Lease Year. At the end of each Lease Year or Partial Lease Year, the Promotion Fee shall be adjusted by adding to it the sum determined by multiplying the Promotion Fee by the percentage that the Consumer Price Index prepared by the Bureau of Labor Statistics of the Department of Labor of the United States, entitled "Urban Wage Earners and Clerical Workers" for the month of December of the Lease Year or Partial Lease Year then ending has increased over the index for the month of January, 1981; and such adjusted amount shall be paid by Tenant for the subsequent Lease Year or Partial Lease Year, but in no event shall the Promotion Fee be adjusted below that set forth above. In the event during the term of this Lease the Bureau of Labor Statistics shall cease to publish such index, a comparable index shall be substituted by Landlord for purposes of such calculations.

**ARTICLE XXI
SUBORDINATION**

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

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

**ARTICLE XXII
ESTOPPEL CERTIFICATES**

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

- A. This Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);

- B. The amount of and dates to which the Fixed Minimum Rent, Percentage Rent and other charges hereunder have been paid, and the amount of any security deposited with Landlord;
- C. The Leased Premises have been completed on or before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out;
- D. The Tenant has accepted possession, that the lease term has commenced, that Tenant is occupying the Leased Premises and that Tenant knows of no default under the Lease by the Landlord and that there are no defaults or offsets which Tenant has against enforcements of this Lease by Landlord (or, if in default, the nature thereof in detail);
- E. The actual Commencement Date of the Lease and Expiration Date of the Lease; and
- F. The Tenant's store is open for business, provided the foregoing facts are true and ascertainable.

**ARTICLE XXIII
ATTORNMEN AND CONVEYANCE**

SECTION 23.1 ATTORNMEN:

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

SECTION 23.2 CONVEYANCE:

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

**ARTICLE XXIV
MISCELLANEOUS PROVISIONS**

SECTION 24.1 QUIET ENJOYMENT:

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

SECTION 24.2 FORCE MAJEURE:

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

SECTION 24.3 ACCORD AND SATISFACTION:

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

SECTION 24.4 WAIVER:

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

SECTION 24.5 BROKERS' COMMISSIONS:

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

SECTION 24.6 NO PARTNERSHIP:

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

SECTION 24.7 SECTION HEADINGS:

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

SECTION 24.8 SUCCESSORS AND ASSIGNS:

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

SECTION 24.9 ENTIRE AGREEMENT:

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

SECTION 24.10 HOLDING OVER:

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

SECTION 24.11 NOTICES:

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

SECTION 24.12 NO OPTION:

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

SECTION 24.13 POWER OF ATTORNEY:

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

SECTION 24.14 SEVERABILITY:

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

SECTION 24.15 APPLICABLE LAW:

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

SECTION 24.18 FINANCIAL STATEMENTS:

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

SECTION 24.17 EXCULPATION:

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

SECTION 24.18 REMEDIES:

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

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

SECTION 24.19 SECURITY:

Landlord has no obligation or responsibility, whatsoever, to provide or oversee security or security services for the Leased Premises, the Shopping Center or the common areas; but Landlord may, in its sole discretion, provide security or retain a security service. Tenant hereby releases Landlord and Landlord's agents, employees and servants from, and waives any and all claims for damage to person or property sustained by Tenant (or any customers, guests, invitees, employees or agents, or any person claiming through Tenant) or by any occupant of the Shopping Center or the Leased Premises or any part of either relating to, resulting from or in any way deriving from the provision, supervision, effectiveness, scope, sufficiency, insufficiency or absence of security or security services for or with respect to the Leased Premises, the Shopping Center or the common areas. Tenant agrees to and shall indemnify, defend and save Landlord (and its employees, agents or servants) harmless from any and all loss, cost, expense (including attorneys' fees), liability, suits, claims, damages or the like of any and every kind, nature and description whatsoever in any way involving, arising from, related to or in connection with the provision, supervision, scope, effectiveness, sufficiency, insufficiency or absence of security or security services for and with respect to the Leased Premises, the Shopping Center or the common areas.

In conjunction with security for the Shopping Center, Tenant agrees to pay to Landlord a portion of the costs of any security service or any security devices which Landlord, at its option, elects to provide in accordance with this Section 24.19. The Tenant's portion of such costs shall be determined on the basis of the ratio of the floor area within the Leased Premises to the total floor area of all the buildings in the Shopping Center. Tenant shall reimburse Landlord for its portion of such costs within ten (10) days after receipt from Landlord of a written statement of such costs. It is understood and agreed that the potential importance of dealing with security matters in an expeditious and conclusive manner justifies that Landlord shall have unfettered discretion hereunder with respect thereto so long as such discretion shall be exercised in good faith.

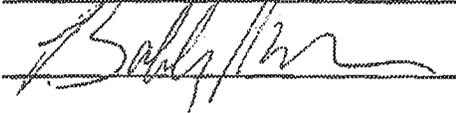
SECTION 24.20 NO RECORDING:

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

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

TENANT: BOBBY RUSH,
an individual

Signed: _____



LANDLORD:
LAKE MEADOWS ASSOCIATES

By: _____

Paul G. Casso,
Vice President

Attest: _____

R. J. Suferman, Vice President

SECTION 24.21 AVAILABILITY OF PREMISES

The Premises demised herein are currently leased to and occupied by a third party. Landlord has entered into a preliminary agreement with said third party for the termination of said lease effective prior to September 1, 1980. If Landlord is unable to secure termination as described herein and to obtain control of the premises this Lease shall become null and void.

EXHIBIT 3

RESPONSES OF DRAPER & KRAMER PROPERTY MANAGER

Responses of [REDACTED] of DK Mallon (a Draper and Kramer Company) to questions posed by Investigative Counsel Paul Solis of Office of Congressional Ethics in email of April 18, 2014 to Michael Zolandz of Dentons US LLP

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

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

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

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

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

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

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

During calendar year 2007 Tenant was billed an additional \$2,491.04.

During calendar year 2008 Tenant was billed an additional \$2,711.27.

During calendar year 2009 Tenant was billed an additional \$3,256.18.

During calendar year 2010 Tenant was billed an additional \$5,625.43.

During calendar year 2011 Tenant was billed an additional \$3,803.73

During calendar year 2012 Tenant was credited (\$1,991.41) for overbilling of prior years' charges.

During calendar year 2013 Tenant was credited (\$ 220.20) for overbilling of prior years' charges.

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

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

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

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

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

Yes.

7. What is "CreditApply"?

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

8. What is "APL"?

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

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

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

EXHIBIT 4

TRANSCRIPT OF INTERVIEW OF DRAPER & KRAMER PROPERTY MANAGER

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Scott Gast, Investigative Counsel

Todd Bancroft

[REDACTED]

By Telephone:

Mike Zolandz

Tom Walls

Transcribed By:

Julie Thompson

1 MR. SOLIS: This is Investigative Counsel Paul Solis with
2 the Office of Congressional Ethics. I'm joined
3 by Investigative Counsel Scott Gast, Todd
4 Bancroft, [REDACTED], and on the phone we are
5 joined by Mike Zolandz, and Tom Walls.

6 So I will begin the interview. [REDACTED]
7 [REDACTED], what is your title with Draper and
8 Kramer?

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

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

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

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

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

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

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

24 MR. SOLIS: How many tenants would you say you have
25 authority over your checking into a one time?

1 WITNESS: One-hundred and twenty maybe.

2 MR. SOLIS: And that's right now?

3 WITNESS: Yes. Uh-huh. I haven't added them up, but

4 that's about right.

5 MR. SOLIS: Specifically this account that we're speaking

6 about, this is at the 3361 South King Drive,

7 this unit. I believe it's C6.

8 WITNESS: Yes.

9 MR. SOLIS: It's the unit -- when did you become -- when did

10 you come on to this account?

11 WITNESS: Well, my company managed that mall for like

12 ever. I became involved with it in June of

13 2002.

14 MR. SOLIS: And what did you know about who the tenant was

15 at that time? I mean, did somebody inform you,

16 this is Congressman Rush, or did you find out

17 for yourself? How did you become aware of who

18 the tenant was?

19 WITNESS: Well, like any property, you have a list of

20 tenants, and you, you know, decide -- you

21 discover who they are. It lists it there.

22 MR. SOLIS: Did anybody at the company have a conversation

23 with you at the outset that this is Congressman

24 Rush?

25 WITNESS: No. I don't believe so. No.

1 MR. GAST: You recall any discussions about that unit in
2 particular, any issues, things to know?

3 WITNESS: No.

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

5 WITNESS: Yes.

6 MR. SOLIS: And when did you become --

7 WITNESS: A month-to-month lease.

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

11 WITNESS: In 2002.

12 MR. SOLIS: Okay.

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

15 MR. SOLIS: Mm-hmm.

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

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

19 MR. WALLS: Or maybe you can get closer.

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

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

23 MR. BANCROFT: There you go.

24 MR. WALLS: Thanks.

25 MR. SOLIS: Were you given any specific instructions when

1 you began taking a look at this account in 2002
2 about how to handle it? Did anybody talk to you
3 about what they wanted you to do with the
4 account?

5 WITNESS: No, no.

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

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

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

14 WITNESS: No.

15 MR. SOLIS: I have a document here. This is an email that
16 was provided that is Bates numbered LMSC024.

17 Handing a copy to Todd and one to [REDACTED] Mike and
18 Tom, I wanted to say about this email, at the
19 top of it -- I realize you might not have it
20 available in front of you -- but at the top it
21 says "Page 1 of 3."

22 MR. BANCROFT: You're talking about the Monday, December 7,
23 2009 --

24 WITNESS: Yes.

25 MR. SOLIS: Yes.

1 MR. BANCROFT: Okay.

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

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

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

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

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

23 MR. SOLIS: Is he still with the company?

24 WITNESS: No. No, he's not.

25 MR. SOLIS: Was he always the head of the real estate

1 management department from the time you took
2 over the account until 2009, the date of this
3 email?

4 WITNESS: Yes, probably. I'm not sure though.

5 MR. SOLIS: Okay.

6 WITNESS: Mm-hmm.

7 MR. SOLIS: When did he leave Draper and Kramer; do you
8 know?

9 WITNESS: When did he leave Draper and Kramer?

10 MR. BANCROFT: 2011 maybe.

11 WITNESS: Yes. Maybe 2010 or '11. Mm-hmm.

12 MR. SOLIS: I wanted to direct your attention to the bottom
13 here, this conversation between you and
14 Lawrence. I see it says, "The only reason I
15 didn't put them on the list is because
16 collection efforts are still ongoing." And
17 maybe this related to what --

18 WITNESS: To some other tenant.

19 MR. SOLIS: Okay. And I wanted to ask you "put them," is
20 "them" --

21 WITNESS: Being some other tenant.

22 MR. SOLIS: Some other tenant.

23 WITNESS: Mm-hmm.

24 MR. SOLIS: Okay. And so I want to direct you up to about
25 middle way through here. It says, "Should I

1 wait for the direction to write off Bobby Rush
2 and City Steppers, or do I have it?" What is a
3 write-off?

4 WITNESS: Write-off is at the year end. At year end we
5 try -- like to, before the year is over, write
6 off any uncollectable items so that they just
7 don't carry into the next year, and you close
8 your books ongoing.

9 MR. SOLIS: Was the -- well, first of all, I'll ask you,
10 when you say "uncollectable," what does that
11 typically mean?

12 WITNESS: Something where it doesn't -- where you don't
13 expect to collect it.

14 MR. SOLIS: Okay. And so then we -- I can infer then with -
15 - with Congressman Rush, you didn't expect to
16 collect rent, at least at this point?

17 WITNESS: That's correct.

18 MR. GAST: Can I just ask, is there a decision made about
19 whether to write off rent or to pursue it
20 through legal means or --

21 MR. WALLS: Could you speak up, please?

22 MR. GAST: Is there a decision made at some point to write
23 off rent as uncollectable, or to pursue it in
24 court, or to start an eviction proceeding? Does
25 that conversation proceed the decision to write

1 off rent?

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

4 MR. GAST: In this particular case?

5 WITNESS: In this particular case.

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

9 WITNESS: Yes, of course. Uh-huh.

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

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

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

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

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

25 WITNESS: I don't know that there's a percent that's

1 written off, you know. It's a case by case
2 basis.

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

5 WITNESS: 50/50.

6 MR. GAST: 50/50. Okay.

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

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

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

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

21 MR. SOLIS: I guess what I'm asking is when you're sending -
22 - for example, you say, "Should I wait further
23 direction to write off, or do I have it?" Why
24 would it even be in the category of potential
25 write-off?

1 WITNESS: Because someone had to give the approval to do
2 so.

3 MR. SOLIS: Alright. I guess what I want -- I realize
4 that's what you're doing. You're trying to get
5 --

6 WITNESS: Mm-hmm.

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

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

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

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

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

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

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

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

24 WITNESS: Sorry. Mm-hmm.

25 MR. GAST: So going into this year when you say, "Should I

1 await direction to write off Bobby Rush and City
2 Steppers," that's kind of relying on your past
3 experience with how the account has been
4 handled?
5 WITNESS: That's correct. I think I shared some of those
6 past emails with you, other years. I have
7 several of them in my possession where every
8 year, you know, I tried to save that permission.
9 MR. GAST: Okay.
10 WITNESS: But if not, at least I have the records.
11 MR. GAST: So going back then to the first time this came
12 up, do you have a recollection of that, say I
13 guess it was 2002?
14 WITNESS: I don't have a personal recollection of that.
15 No.
16 MR. GAST: You don't recall coming to the end of the year,
17 and there was uncollected rent for this
18 particular tenant and, you know, what direction
19 you were given at that point on that first
20 occasion?
21 WITNESS: I was obviously given the direction to write it
22 off --
23 MR. GAST: Okay.
24 WITNESS: -- I have to assume by Mr. Cohen or someone in
25 that capacity, you know.

1 MR. GAST: Okay. And just to -- as far as you recall,
2 since 2002 when you took over that account, was
3 the rent written off each year?

4 WITNESS: Yes, sir.

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

7 WITNESS: Yes, sir. Mm-hmm.

8 MR. GAST: And is it a calendar year?

9 WITNESS: Yes.

10 MR. GAST: Okay.

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

15 WITNESS: That's correct.

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

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

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

22 WITNESS: No.

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

24 WITNESS: I was not directed to do so.

25 MR. SOLIS: Would you make collection efforts for other

1 tenants?

2 WITNESS: Yes.

3 MR. SOLIS: So why not for Congressman Rush?

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

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

7 WITNESS: I'm sorry.

8 MR. SOLIS: So a precedent was set?

9 WITNESS: Mm-hmm.

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

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

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

19 WITNESS: Mm-hmm.

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

25 WITNESS: That's correct.

1 MR. SOLIS: -- and a decision to write off. What I want to
2 know is the circumstances of your first
3 knowledge of this. What you knew about it; what
4 you heard about it, and who told you about it.
5 Could you tell me about that?

6 WITNESS: Well, if -- I would if I could, but I just don't
7 remember. It was just a known fact.

8 MR. SOLIS: And you say a known fact, known by whom?

9 WITNESS: The file, the records, the -- you know, one
10 could look at the -- at the record of the
11 account and see where every year it had been
12 written off, and it was not unusual to be -- to
13 see that it was -- same thing was happening that
14 year.

15 MR. GAST: Who all was involved with that account? I
16 assume it was you, Mr. Cohen. Anybody else?

17 WITNESS: Well, right up to the board of directors I
18 guess, you know. Everybody knew financials.

19 MR. BANCROFT: What do you mean by -- let me clarify the
20 question.

21 WITNESS: Yeah, sure.

22 MR. BANCROFT: What do you mean by "involved"?

23 MR. GAST: I guess who was involved in the discussions
24 about how to handle that account?

25 WITNESS: I don't know.

1 MR. GAST: Who do you recall besides you and -- you do
2 recall you and Mr. Cohen being involved; is that
3 correct?

4 WITNESS: Mm-hmm.

5 MR. GAST: You recall anybody else that you would talk to
6 about this account?

7 WITNESS: No, sir. I don't.

8 MR. GAST: Okay.

9 MR. SOLIS: I realize Scott just specified further about
10 handling the account, but you previously
11 mentioned all the way up to the board of
12 directors may would have had knowledge of this
13 account. Am I safe in assuming that?

14 WITNESS: I don't know that. I just assume that -- you
15 know, I'm saying that Larry -- Larry had
16 superiors as well, you know. That's all I mean.

17 MR. SOLIS: Okay.

18 WITNESS: There's --

19 MR. SOLIS: Right. So my specific question would be then,
20 do you know if -- do you know personally if the
21 board of directors would have known about this
22 account?

23 WITNESS: No. I do not.

24 MR. GAST: Do you know why the decision was made to write
25 off the rent each year?

1 WITNESS: No. I do not.

2 MR. GAST: Did you ever ask anybody, why are we writing

3 this off or --

4 WITNESS: It's just done.

5 MR. GAST: Just done.

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

7 MR. GAST: Okay.

8 MR. SOLIS: Is it customary, in your experience, to write

9 off accounts?

10 WITNESS: Uncollectable accounts, yes.

11 MR. SOLIS: Out of the 120 or so accounts you say you have,

12 how many, in your experience, are uncollectable

13 at the end of the year?

14 WITNESS: Very few.

15 MR. SOLIS: And typically when it's uncollectable, would

16 that be involving the full amount of rent, or

17 would that be a portion of it? What do you

18 consider uncollectable?

19 WITNESS: It could be either way. It could be that they

20 never paid rent, and, you know, in which case he

21 would have gotten on them sooner. But, you

22 know, it varies.

23 MR. SOLIS: Okay. And when somebody doesn't pay rent, how

24 often would you say you make collection efforts?

25 WITNESS: Frequently, monthly if it's a small operator mom

1 and pa.

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

5 WITNESS: That's correct, by me anyway.

6 MR. SOLIS: So if --

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

9 MR. SOLIS: Sure.

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

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

14 MR. WALLS: Okay.

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

20 WITNESS: Mm-hmm.

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

25 WITNESS: That's correct.

1 MR. SOLIS: Okay. I may have asked this question already
2 and in some different form. I'll ask it again.
3 Why is the -- why is there a difference with
4 this account versus the collection efforts in
5 other accounts? You frequently seek -- or make
6 collection efforts in other account but not this
7 one. Why?

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

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

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

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

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

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

23 MR. SOLIS: Alright. I wanted to ask about this lease,
24 again. So I have a couple copies here, Mike and
25 Tom. This is D&K 001 through D&K 024.

1 MR. ZOLANDZ: It says Lake Meadows Shopping Center lease --

2 MR. SOLIS: Yes.

3 MR. ZOLANDZ: -- 4th day of August 1989?

4 MR. SOLIS: Yep, that's it.

5 MR. ZOLANDZ: Okay.

6 MR. SOLIS: Have you seen this document prior to digging up

7 for us?

8 WITNESS: Yes, sir.

9 MR. SOLIS: You had seen that?

10 WITNESS: Of course.

11 MR. SOLIS: When was the first time you had seen the

12 document?

13 WITNESS: I truly believe that I was instrumental in

14 creating it --

15 MR. SOLIS: Okay.

16 WITNESS: -- under another position, under another title.

17 I have done -- created leases and worked with,

18 you know, getting them put together.

19 MR. SOLIS: And you recall this specific lease back in 1989?

20 WITNESS: Yes, sir.

21 MR. SOLIS: And you believe you had a role in creating --

22 WITNESS: I did have at least, you know, some of the hand

23 typing on there. I probably did that type of

24 thing. Yeah.

25 MR. SOLIS: Did you know who Bobby Rush was at that point in

1 1989?

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

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

7 WITNESS: Mm-hmm.

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

12 WITNESS: I did not know.

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

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

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

23 WITNESS: Mm-hmm.

24 MR. SOLIS: -- around that point, what did you know about
25 the lease and the terms of the lease? Did

1 anything change at that point? Again, I realize

2 you weren't on the account, but --

3 WITNESS: I had no knowledge even of it.

4 MR. SOLIS: Okay. Did you ever hear anybody at the company

5 talking about it?

6 WITNESS: Not to my recollection. No.

7 MR. GAST: Prior to you taking over the account in '02, any

8 knowledge of the lease, the relationship with

9 the tenant from '89 to 2002?

10 WITNESS: I did not. No.

11 MR. GAST: You don't recall anything?

12 WITNESS: Not personally, no.

13 MR. SOLIS: Of all of the instances where you've had an

14 account and somebody got a write-off for some

15 amount that's due to the company, were there --

16 would those tenants also have leases in place?

17 WITNESS: Yes.

18 MR. SOLIS: Okay. I'll ask you about -- I have another

19 document. This is LMSC027. It's a map of the -

20 -

21 WITNESS: A site plan.

22 MR. SOLIS: -- the site plan. Are you responsible then for

23 all of the units in this shopping mall?

24 MR. WALLS: Pardon me. This is Tom Walls. I'm sorry to

25 interrupt. I don't have the numbering on the

1 documents. So just -- can you give me a little
2 description, so I make sure I'm looking at the
3 right thing here.

4 MR. SOLIS: Sure. This is a --

5 WITNESS: It's a site plan.

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

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

11 MR. BANCROFT: Okay.

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

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

17 MR. SOLIS: Okay.

18 WITNESS: Uh-huh.

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

24 WITNESS: Milwaukie Furniture is still on here, probably
25 2011 I'm guessing.

1 MR. SOLIS: Okay.

2 MR. ZOLANDZ: Is that an estimate?

3 WITNESS: Estimate?

4 MR. BANCROFT: That's an estimate.

5 WITNESS: Yeah.

6 MR. SOLIS: I just kind of wanted to get a general idea, you

7 know, if it's kind of more near 2014, or if it's

8 all the way back in 2002.

9 WITNESS: Oh, no.

10 MR. SOLIS: Okay.

11 WITNESS: It's --

12 MR. SOLIS: Okay. And I see C6 there, Bobby Rush and it

13 lists the area, and is that the square footage?

14 WITNESS: Yes, correct.

15 MR. SOLIS: Okay. The 1506 number. Out of the tenants on

16 this list, how many would be written off at the

17 end of the year, be provided with a write-off?

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

19 MR. SOLIS: I'm talking -- I mean, I realize that [REDACTED] is

20 estimating about when this list was created,

21 when this map was created. So I'm asking, I

22 guess, you know, based on the number of tenants

23 and the specific tenants she sees there, you

24 know, to the best of her knowledge, which one of

25 those -- what of those tenants would be

1 receiving a write off at any point?

2 MR. WALLS: Particular tenants or general?

3 MR. SOLIS: In general. So there's this list of A1 through

4 C7, and I'm wondering -- I'm wondering if Bobby

5 Rush is the only one on that list that has

6 received a write-off in rent?

7 WITNESS: No.

8 MR. SOLIS: No? Others have?

9 WITNESS: Yes. That's correct.

10 MR. SOLIS: I don't need to know the specific tenants, but

11 how many out of that list would have at any

12 point received a write-off for rent?

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

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

15 WITNESS: Three.

16 MR. SOLIS: Okay.

17 WITNESS: You know, approximately.

18 MR. SOLIS: Approximately three?

19 WITNESS: Mm-hmm.

20 MR. SOLIS: And --

21 MR. GAST: Does that include Representative Rush?

22 WITNESS: No. Three others as well.

23 MR. GAST: Three others. Okay.

24 MR. SOLIS: And -- and I was specific about any kind of

25 write-off. Would any of these tenants receive a

1 write-off for the full amount of rent besides
2 Representative Rush?
3 WITNESS: I don't know.
4 MR. SOLIS: You don't know? I guess that brings me to
5 another question.
6 WITNESS: You know, I'm guessing not, but, yes. I don't
7 know that for certain.
8 MR. SOLIS: I guess that brings me to another question I
9 should have asked a little bit before about the
10 specifics of a write-off. Is there an ability
11 to write off smaller portions of charges as
12 opposed to full amounts of rent?
13 WITNESS: Certainly.
14 MR. SOLIS: Okay.
15 WITNESS: Whatever you want to put it for. Put it for
16 \$10,000 or something, you know --
17 MR. SOLIS: Okay.
18 WITNESS: -- I mean, whatever.
19 MR. SOLIS: What types of -- and you said that write-offs
20 are typically because of uncollectibles, right?
21 WITNESS: Mm-hmm.
22 MR. SOLIS: What types of things would be -- of charges
23 would be considered uncollectible, and it would
24 be written off besides full amounts of rent?
25 WITNESS: Specific charges, you know.

1 MR. WALLS: I'm sorry. I couldn't hear that question.

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

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

9 MR. SOLIS: So is that customary then?

10 WITNESS: Yes.

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

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

17 MR. BANCROFT: Yeah.

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

25 WITNESS: Possibly once or twice.

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

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

4 WITNESS: Yeah.

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

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

10 MR. SOLIS: Right.

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

13 MR. SOLIS: In addition to this?

14 WITNESS: Mm-hmm.

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

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

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

24 As I understand, she's still there.

25 MR. SOLIS: Had you ever met her?

1 WITNESS: Personally, no.

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

4 WITNESS: Yes.

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

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

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

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

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

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

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

1 WITNESS: Her name got on there.

2 MR. SOLIS: Right.

3 WITNESS: Yeah.

4 MR. SOLIS: Yeah. I figured that.

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

6 MR. SOLIS: Right, right. I figured that. Yeah. I'm just

7 asking ██████████ -- I was beginning to ask ██████████

8 ██████████ about this discussion with Rosemary Hall,

9 who she was. And then I -- and then when she

10 explained to me that she had not met Rosemary.

11 I asked if she'd met Representative Rush, and

12 she said yes. So you said you met him not long

13 after this email?

14 WITNESS: That's correct.

15 MR. SOLIS: So you met him in 2011?

16 WITNESS: I would say that's probably correct, yeah, maybe

17 2012. But -- mm-hmm.

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

19 WITNESS: Yes.

20 MR. SOLIS: Where did you meet him?

21 WITNESS: In my -- in the shopping center management

22 office at Lake Meadows. Uh-huh.

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

24 day?

25 WITNESS: Yeah. Well, I did, you know. One or two days a

1 week I was down there. Yes.

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

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

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

12 WITNESS: Only month-to-month lease.

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

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

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

20 WITNESS: No.

21 MR. SOLIS: -- when he came in?

22 WITNESS: No.

23 MR. GAST: Would this email have been the first time that
24 you reached out to Representative Rush or his
25 office about --

1 WITNESS: I'm not sure.

2 MR. GAST: Okay.

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

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

14 WITNESS: Lessee.

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

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

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

20 WITNESS: Certainly.

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

23 WITNESS: No.

24 MR. SOLIS: And you said you'd been contacted by your
25 leasing people about the potential for somebody

1 to come in there.

2 WITNESS: Mm-hmm.

3 MR. SOLIS: What were -- what were people at Draper and

4 Kramer saying about that?

5 WITNESS: Well, this is typical.

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

7 MR. SOLIS: Yes.

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

9 MR. SOLIS: Yeah. [REDACTED] said that she had been contacted by

10 her leasing people about the opportunity of

11 somebody coming in and leasing that space. And

12 so I just wanted a further explanation of, you

13 know, when you say "contact," what did your

14 leasing people say?

15 MR. ZOLANDZ: Are you talking about a particular party or the

16 general idea of somebody leasing?

17 MR. SOLIS: The general idea -- general idea of somebody

18 taking over this space and Representative Rush

19 would leave, that general idea. What did they

20 say to you about it?

21 WITNESS: General concept of maybe a school, a driving

22 school, a healthcare center, something. The

23 visibility of that space is very limited, and it

24 would -- you would need that type of tenant who

25 didn't need the exposure of fronting onto the

1 center, you know. It's backed in the back of
2 the property.

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

5 WITNESS: No.

6 MR. SOLIS: -- by somebody else?

7 WITNESS: No.

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

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

12 MR. GAST: Yes.

13 MR. WALLS: Okay.

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

16 MR. GAST: Was it advertised as available space?

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

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

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

25 MR. GAST: Okay.

1 WITNESS: Maybe possibly before that.

2 MR. GAST: And what prompted that?

3 WITNESS: What prompted that, sir?

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

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

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

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

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

16 WITNESS: Mm-hmm.

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

21 WITNESS: Certainly.

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

23 WITNESS: Yes.

24 MR. SOLIS: -- unavailable?

25 WITNESS: Yes.

1 MR. SOLIS: Is that a customary thing for a month-to-month
2 tenant?
3 MR. BANCROFT: I'm sorry. You said "unavailable."
4 WITNESS: Yeah. I was going to say, you're saying --
5 MR. SOLIS: I'm sorry. Excuse me.
6 MR. BANCROFT: Yeah.
7 MR. SOLIS: Available. I'm sorry.
8 WITNESS: Available. Uh-huh.
9 MR. SOLIS: Is that -- is that customary for a month-to-
10 month tenant to be shown as available on a site
11 plan --
12 WITNESS: Yes.
13 MR. SOLIS: -- or brochure?
14 WITNESS: Yes.
15 MR. SOLIS: Okay.
16 MR. GAST: Do you typically have a conversation with the
17 existing tenant before listing a property as
18 available?
19 WITNESS: I'm not sure.
20 MR. BANCROFT: When you said you typically have a conversation,
21 do you mean would you approach the tenant and
22 let them know that you were going to be
23 marketing the space that they currently occupy
24 on a month-to-month basis?
25 WITNESS: I think yes. Uh-huh.

1 MR. GAST: Okay. Do you recall doing that with
2 Representative Rush?

3 WITNESS: Yes.

4 MR. GAST: And that's -- you're pointing at this email from
5 --

6 WITNESS: Mm-hmm.

7 MR. GAST: -- June 2011?

8 WITNESS: And that letter. Yes.

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

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

12 MR. SOLIS: So I think I have the letter here that you had
13 mentioned. This is -- we have it marked

14 LMSC025. It is a March 6, 2012, letter from [REDACTED]
15 to -- addressed to Congressman Bobby Rush, Re:

16 Lake Meadows Shopping Center.

17 WITNESS: That's correct.

18 MR. SOLIS: Is this the letter --

19 WITNESS: Yes. Uh-huh.

20 MR. SOLIS: -- that you had --

21 WITNESS: Yes. That's right.

22 MR. SOLIS: So I'll ask you -- first of all, you say,

23 "Congressman Bobby Rush." Is that how you would
24 address him?

25 WITNESS: Yes.

1 MR. WALLS: When you say "address him," what do you mean?

2 MR. SOLIS: Either in written form or when she sees him
3 face-to-face.

4 MR. WALLS: You mean during the period that he is a
5 Congressman?

6 MR. SOLIS: Yes.

7 WITNESS: Yes.

8 MR. SOLIS: Yes. So I want to go down about three
9 paragraphs there. It says, "Landlord is
10 interested in leasing the space you occupy." Is
11 that landlord the Lake Meadows Associates?

12 WITNESS: That's correct.

13 MR. SOLIS: And how did you know that they were interested?
14 Did they have a conversation with you?

15 WITNESS: Through my leasing people and through my
16 superiors. Yes. It was -- maybe we should try
17 to lease it, you know.

18 MR. BANCROFT: Just to be clear, Lake Meadows Associates is a -
19 - it's a portfolio property --

20 WITNESS: Yes.

21 MR. BANCROFT: -- of Draper and Kramer. So --

22 MR. SOLIS: Okay.

23 MR. BANCROFT: It's not a third party relationship.

24 WITNESS: Uh-huh.

25 MR. SOLIS: Okay. Okay. That's important. Okay. So --

1 yeah. Okay. I guess that's important. So when
2 you say "landlord," I mean, that's an internal -
3 -

4 WITNESS: It's just --

5 MR. SOLIS: That's Draper and Kramer?

6 WITNESS: It's what we call landlord and tenant, you know.

7 Yes.

8 MR. SOLIS: Okay.

9 WITNESS: Us, they, we the landlord. Yeah.

10 MR. SOLIS: And that's your leasing people, and your --

11 WITNESS: Yes. Uh-huh.

12 MR. SOLIS: -- superiors of --

13 WITNESS: Exactly.

14 MR. SOLIS: Okay. I want to show you that same paragraph.

15 It says, you know, "The space you occupy at Lake

16 Meadows Shopping Center to a rent-paying tenant

17 and would like the ability to show the space

18 from time to time to such prospective tenants."

19 That term "rent-paying," I guess, as we've

20 discussed, that would mean that at this time

21 Representative Rush is not a rent-paying tenant,

22 correct?

23 WITNESS: That's correct.

24 MR. WALLS: Are you asking the meaning of the phrase? I

25 don't know understand the question.

1 MR. SOLIS: Right. It says -- it says -- she says "rent-
2 paying" in reference to a prospective tenant.

3 So I'm asking her if that means at that point
4 that Representative Rush is not a rent-paying
5 tenant.

6 [REDACTED] you understood the
7 question, correct?

8 WITNESS: Well, yes. Uh-huh. And I think that we've
9 established that it was not --

10 MR. SOLIS: Yeah. I just wanted to make sure about that --

11 WITNESS: Mm-hmm.

12 MR. SOLIS: -- that term and this letter. What happened
13 after the letter and the request? Did they make
14 the space available?

15 WITNESS: Well, that's shortly hereafter is when the
16 Congressman came to my window and my door, and
17 we had this conversation, and he was very
18 cordial and pledged his cooperation; put it that
19 way.

20 MR. SOLIS: Did he say anything about paying rent; that he
21 would pay rent?

22 WITNESS: It never came up, sir.

23 MR. SOLIS: I'm sorry. That would never come up, or it
24 didn't?

25 WITNESS: No. That did not.

1 MR. SOLIS: Did not come up. Okay.

2 MR. GAST: Did he express any interest in staying in the
3 property?

4 WITNESS: No, sir.

5 MR. SOLIS: Okay. So as far as I understand, Representative
6 Rush came in, in 1989 for Aldermanic purposes,
7 correct?

8 WITNESS: That's correct.

9 MR. SOLIS: He came as an Alderman. Do you have any
10 knowledge about --

11 MR. WALLS: Is that how he is described on the lease?

12 MR. SOLIS: The lease it says Bobby Rush as an individual.
13 The purpose does state -- the term in the lease
14 where it says purpose.

15 MR. BANCROFT: It says Aldermanic office.

16 MR. SOLIS: Yeah. It says Aldermanic office, but at the
17 top, first page, it does say Bobby Rush as an
18 individual.

19 MR. WALLS: That's on the document called Lease Fact Sheet,
20 correct?

21 MR. BANCROFT: Yes.

22 MR. WALLS: You're referring to that?

23 MR. BANCROFT: Yes.

24 MR. SOLIS: Yes. So I'm just trying to get the --

25 WITNESS: Mm-hmm.

1 MR. SOLIS: -- the history here. Came in as an Alderman.

2 Do you know anything about his status as a State

3 Party Committeeman?

4 WITNESS: No.

5 MR. SOLIS: Do you know what that is?

6 WITNESS: Democratic Party I'm assuming, but, no, I don't

7 know.

8 MR. SOLIS: Okay. Congressman Rush also is affiliated with

9 a Congressional campaign committee to, you know,

10 help his reelection efforts. It's called

11 Citizens for Rush. Do you know that name? Have

12 you ever heard of that name?

13 WITNESS: No, sir. No. There may be posters in the

14 window saying that, but that's -- that would be

15 the extent of my knowledge.

16 MR. SOLIS: I guess I'm wondering just -- just generally,

17 from your point of view, while you had this

18 account, did you see Representative -- the

19 tenancy, did you see Representative Rush

20 personally as the tenant? Did you see his

21 Congressional committee as a tenant? Who did

22 you view as the tenant in this circumstance?

23 WITNESS: Congressman Rush.

24 MR. BANCROFT: Go ahead, Tom. What were you saying?

25 MR. WALLS: Did you mean -- I'm not sure I understand that

1 question either. Wouldn't that be determined by
2 the lease?

3 WITNESS: That's -- the way I answered the question is by
4 the lease. Yes.

5 MR. SOLIS: Well, if that's -- I mean, I'm just asking for
6 ■■■'s -- you know, she's the one handling this
7 account. The lease says that. I'm just
8 wondering how she personally viewed it, judging
9 by her experience and interactions with
10 Representative Rush and his staff, who she
11 viewed as -- as the specific tenant in this
12 case. She just mentioned that it's in the
13 lease, right?

14 WITNESS: Mm-hmm.

15 MR. SOLIS: Bobby Rush as an individual.

16 WITNESS: That's correct.

17 MR. SOLIS: Or Congressman Rush. If that's how she views
18 it, then -- that's how you view it?

19 WITNESS: Yes.

20 MR. SOLIS: Okay. I think I'm getting to the end of my
21 questions. I just want to go through and make
22 sure I've got everything.

23 MR. GAST: While he's looking, can I just ask you, if a
24 tenant is -- if a decision is made to pursue a
25 tenant for unpaid rent, how does that process

1 play out? What do you do?

2 WITNESS: You know, individual communications at first,
3 and then, if necessary, we get legal assistance.

4 MR. GAST: Are you involved in the process once it's kind
5 of referred over to legal?

6 WITNESS: As a manager, yes.

7 MR. WALLS: I'm sorry. I couldn't hear that one.

8 MR. GAST: I asked if [REDACTED] is involved in the process
9 once it's referred to legal.

10 WITNESS: Certainly. Mm-hmm. You know, questions they
11 may have or clarifications, that type of thing.

12 MR. SOLIS: When you take collection efforts, when you begin
13 the process of trying to get what's owed to the
14 company --

15 WITNESS: Mm-hmm.

16 MR. SOLIS: -- back, do you need a check off from superiors?
17 Do you have to get permission to make those
18 collection efforts?

19 WITNESS: Yes.

20 MR. SOLIS: So if -- I'm just trying to play this out. So
21 if you want to call a tenant and say you owe us
22 rent. You need to check with your superior to
23 make that phone call?

24 WITNESS: Probably not. Probably not for, you know,
25 individual phone calls to a tenant. No. But

1 for legal pursuit, yes.

2 MR. SOLIS: Okay. I'm talking about prior to legal pursuit
3 where this is more -- maybe more of an informal
4 process.

5 WITNESS: Mm-hmm.

6 MR. SOLIS: Where you're sending an email, sending a letter
7 --

8 WITNESS: I collect rent. That's part of my duties. Yes.
9 Uh-huh.

10 MR. SOLIS: Do you need permission from your supervisors to
11 take those types of efforts prior to legal
12 action?

13 WITNESS: No.

14 MR. SOLIS: No?

15 MR. WALLS: Paul, just FYI, we got about four minutes left
16 on our agreed time.

17 MR. SOLIS: Sure. I wanted to ask if -- you know, I have
18 two emails as far as I remember anyway. I have
19 two emails authored by [REDACTED] that relate to
20 this account and Representative Rush that were
21 provided. [REDACTED] has discussed the fact that
22 she's got some communications between her and
23 possibly the Congressman or somebody on his
24 staff. I'm wondering if there are emails or
25 communications in addition to the ones I have.

1 MR. WALLS: I think we produced what you requested in the
2 period that you requested it. My understanding
3 is that -- that was -- that you got everything.

4 WITNESS: From 2007 forward.

5 MR. SOLIS: Okay. So there are communications with
6 Representative Rush regarding this account prior
7 to 2007?

8 WITNESS: No doubt. Yes.

9 MR. SOLIS: Okay. I think that is -- that is all.

10 MR. GAST: I think those are the questions we have for you.
11 We appreciate the time.

12 MR. SOLIS: Thank you very much.

13 WITNESS: I really enjoyed it. It was fine.

14 END OF INTERVIEW

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EXHIBIT 5

TRANSCRIPT OF INTERVIEW OF CAMPAIGN TREASURER

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Scott Thomas,

[REDACTED]

Transcribed By:

Julie Thompson

1 MR. THOMAS: And let me just also say -- I've said this to
2 you before, but if there's something that you
3 don't know, it's okay to say you don't know.

4 But we're here to help these folks. So if
5 there's some way you can offer to follow up and
6 find an answer for them, feel free to --

7 [REDACTED] (the "Witness"): Okay.

8 MR. THOMAS: -- do that. We're trying to be as cooperative
9 as possible.

10 WITNESS: No problem.

11 MR. SOLIS: Alright. Well, this is Paul Solis,
12 Investigative Counsel for the OCE. I'm with
13 Kedric Payne, Deputy Chief Counsel, Scott
14 Thomas. And, [REDACTED], could you state your
15 name for the record?

16 WITNESS: It's [REDACTED].

17 MR. SOLIS: I just want to start with some background on
18 your work with the Citizens for Rush campaign.

19 WITNESS: Mm-hmm.

20 MR. SOLIS: What is your position and title there?

21 WITNESS: Treasurer would be the official position with
22 the committee.

23 MR. SOLIS: Do you have any unofficial positions with the
24 committee?

25 WITNESS: Right now, no. I started out working in

1 precinct operations and running campaigns. Then
2 my specialty became Election Day coordination,
3 and back when he was still Alderman and it was
4 still called Citizens for Rush, they -- it was
5 some issue they had with the State Board of
6 Elections. And they asked me to, you know,
7 start learning the system and file the reports.

8 MR. SOLIS: Okay.

9 WITNESS: And from then -- and that was probably in the
10 90s, if I recall correctly.

11 MR. SOLIS: Okay.

12 WITNESS: And from that -- well, probably the 80s because
13 he became Alderman -- I mean, Congressman in the
14 90s.

15 MR. SOLIS: How long have you been the treasurer for the
16 Citizens for Rush campaign?

17 WITNESS: Since the inception.

18 MR. SOLIS: Okay.

19 WITNESS: Inception of the congressional committee.

20 MR. PAYNE: And when was that?

21 WITNESS: It has to be '90, '91 when he first ran, but I
22 was treasurer of his state committee as Alderman
23 and Democratic Committeeman committees prior to
24 that.

25 MR. SOLIS: Okay. Are you -- do you work in any capacity

1 with any other committees that Representative
2 Rush is associated with?

3 WITNESS: Yes. I'm also the treasurer of Friends for
4 Bobby Rush. That is a state committee. It was
5 -- that committee was originally called the
6 Citizens for Rush, and then we -- we changed it
7 to Friends of Bobby Rush when we got the Federal
8 PAC committee, and I file the state reports and
9 the federal reports.

10 MR. SOLIS: And how long have you been the treasurer for the
11 Friends of Bobby Rush?

12 WITNESS: That would have to go back to the 80s because
13 that's when I started.

14 MR. SOLIS: Okay. Are you paid by the committees, or do you
15 volunteer?

16 WITNESS: I started off volunteering, and then recently
17 they -- you know, they started paying me -- I
18 think I started off at about 300 a month. Now
19 I'm at 550, but if there's no money or we're
20 tight on money, then I don't get paid.

21 MR. SOLIS: okay. And that -- that's for both committees?

22 WITNESS: No. That's just one committee.

23 MR. SOLIS: Okay.

24 WITNESS: I don't -- it's very little activity on the
25 other committee.

1 MR. SOLIS: The Friends of Bobby Rush?

2 WITNESS: Right. I mean, if there is, you know, we take
3 care of that on Election Day.

4 MR. SOLIS: Okay. Are you employed anywhere else?

5 WITNESS: I'm employed with Cook County, county
6 government. I am -- my official title is
7 Project Director for the Department of Planning
8 where we administer the HUD grants, yeah,
9 primarily the HUD grants. However, I'm on
10 corporate payroll. So I'm not -- I'm in the
11 federal ethics too because I have been a
12 District Director. So I'm not crossing that
13 because I'm not getting paid with federal money,
14 federal grant money. So I can come and talk to
15 you.

16 MR. SOLIS: Okay.

17 WITNESS: That's correct, right? I'm talking too much.
18 Okay.

19 MR. THOMAS: It's too complicated for me.

20 MR. SOLIS: So with that job with Cook County, how many
21 hours a week are you working?

22 WITNESS: Forty.

23 MR. SOLIS: Forty.

24 WITNESS: Well, they call it 40. I think we work 30. We
25 get paid -- we get paid for 40. I'll put it

1 that way.

2 MR. SOLIS: Okay. And then the work with the Citizens for
3 Rush committee, how many hours a week are you
4 working with that?

5 WITNESS: That's primarily when -- when if there's a
6 campaign, what is required, you know, the filing
7 of the reports, and I also maintain -- or right
8 now the access going back and forth to the post
9 office, making deposits, doing whatever
10 reporting I have to do at that time.

11 MR. SOLIS: Okay.

12 WITNESS: And then making sure that the bills get paid --

13 MR. SOLIS: Okay.

14 WITNESS: -- or hopefully.

15 MR. SOLIS: So when it's not in the middle of a campaign,
16 like right now, how many hours a week are you
17 working for the Citizens for Rush committee?

18 WITNESS: Well, right now, due to the fact the primary is
19 Tuesday, we're -- we're in no -- no major, major
20 campaign. So right now I would say I probably
21 do about four to -- maybe four to five.

22 MR. SOLIS: Hours a week?

23 WITNESS: Yeah.

24 MR. SOLIS: Okay. Yeah. Someone reminded me last night
25 about the primary in Illinois.

1 WITNESS: Yeah.

2 MR. SOLIS: So, excuse me, this is the middle of the
3 campaign.

4 MR. THOMAS: You're in the middle of a grueling election
5 right now.

6 WITNESS: Right, right.

7 MR. SOLIS: Who else works with Citizens for Rush campaign
8 committee?

9 WITNESS: Primarily the campaign would be Carolyn Rush.

10 MR. SOLIS: Okay.

11 WITNESS: So primarily the two of us on a regular basis.

12 During petition drives, or Election Day, or what

13 we call visibility -- visibility is when we put

14 posters out or whatever, then more of my time is

15 spent where I'm having to pay the -- well, we

16 call them stagnates we've named for a petition.

17 We may give them \$10 for a petition. So when

18 they bring them, you know, and either when the

19 coordinator tells me how much per person, then,

20 you know, I make sure that we get them paid.

21 And they sign receipts, and I report them. But

22 most of them don't end up itemized because it

23 doesn't go over the \$200 threshold.

24 MR. SOLIS: Who do you report to?

25 WITNESS: I report to the Congressman and Mrs. Rush.

1 MR. SOLIS: Does she have an official title with the
2 campaign?

3 WITNESS: I just call her the queen.

4 MR. SOLIS: I think that is an official title.

5 WITNESS: Because she's running it.

6 MR. SOLIS: Okay. Do you supervise anybody on the campaign
7 staff?

8 WITNESS: No, no. Not unless I'm doing Election Day
9 coordination or something of that sort, or he
10 may -- unless for some reason -- I think a lot
11 had to do with, you know, my work duties. But
12 unless he needs me to work, and, like I say, my
13 original capacity was his precinct coordination
14 and so forth but recently no one.

15 MR. SOLIS: Okay. And when you're doing this four to five
16 hours a week, like right now, where are you
17 doing that work from?

18 WITNESS: Home.

19 MR. SOLIS: Home.

20 WITNESS: Home or if I have to go somewhere or meet
21 someone for notary -- I'm a notary also -- to
22 notarize or pay volunteers or whatever.

23 MR. SOLIS: Okay.

24 WITNESS: Or deliver a check, you know. But it's
25 primarily, what I do would be from home, or I'm

1 at the -- I'm called to the Congressman

2 (inaudible) meeting at his home.

3 MR. SOLIS: At the Congressman's home?

4 WITNESS: Yeah. Those are the deep meetings.

5 MR. SOLIS: The what meetings?

6 WITNESS: The deep.

7 MR. SOLIS: Deep. What about anywhere else? That you might

8 do campaign work for Citizens for Rush?

9 WITNESS: Personally I don't do -- I mean, now I may go to

10 the office there, but it's primarily if we are,

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 Election Day we want to feed all the

15 volunteers, even though they stay in the street.

16 I may, you know, go get trays of food, and they

17 come in and eat and then leave.

18 MR. THOMAS: What was your question? I'm sorry.

19 MR. SOLIS: Anywhere else besides the Congressman's home and

20 her home?

21 WITNESS: Yeah.

22 MR. THOMAS: Got you. Thank you.

23 MR. SOLIS: So and you mentioned the office.

24 WITNESS: Mm-hmm.

25 MR. SOLIS: What office is that?

1 WITNESS: That would be the office at 3361 that was
2 formally -- I mean, it's more like a
3 Committeeman's office because there may be other
4 candidates also, petitions that he's circulating
5 as Democratic Committeeman.

6 MR. PAYNE: So that's 3561 Martin Luther King Drive?

7 WITNESS: Correct.

8 MR. SOLIS: 33 --

9 WITNESS: Yeah. But that's not -- I mean, that's not
10 often. That may be two or -- it could be two or
11 three days between now and Tuesday.

12 MR. SOLIS: Okay.

13 WITNESS: Okay. But primarily as treasurer what I would
14 be doing is checking the mailbox and filing my
15 48-hour notices.

16 MR. SOLIS: Do you have keys to the building?

17 WITNESS: I have a key. Yes.

18 MR. SOLIS: Okay. Who else has keys to the building?

19 WITNESS: All I know is I think Walter has a key, and the
20 Congressman, and Mrs. Rush. I don't know who
21 else has a key, and, I mean, I've had that
22 probably since he became -- I mean, a long time,
23 whenever the locks were last changed, and that's
24 primarily, you know, if we had to meet someone
25 up there.

1 MR. SOLIS: You said that it might be two or three days from
2 now until Tuesday --

3 WITNESS: Mm-hmm.

4 MR. SOLIS: -- that you work out of that office.

5 WITNESS: Mm-hmm.

6 MR. SOLIS: That you spend time there at least. Is that
7 typical? I mean, is it two to three days a week
8 that you're down there?

9 WITNESS: No. I haven't -- the last time I was there was
10 last month when they told me to take pictures of
11 all the junk on the inside. Photography is my
12 hobby.

13 MR. THOMAS: You've seen those.

14 MR. SOLIS: Yes, we have. Yes, we have.

15 WITNESS: And I haven't --

16 MR. THOMAS: I've seen her handiwork.

17 WITNESS: And I don't think I have been there probably
18 since the last election --

19 MR. SOLIS: Okay.

20 WITNESS: -- you know, prior to that.

21 MR. SOLIS: So the election in 2012, you might have been
22 down there?

23 WITNESS: Yeah.

24 MR. SOLIS: And then the most recent time since then was
25 when you took the pictures?

1 WITNESS: Yeah. Now, one thing too, which I can't recall
2 exactly when, if the Congressman says, "I want
3 to meet with you," he may say, "Meet me up
4 there." And we're there in 5, 10 minutes as,
5 you know, more of a place where we can meet
6 other than -- well, it's closer to where he
7 lives and where I live or whatever.

8 MR. SOLIS: Okay.

9 WITNESS: But other than that, I haven't been in there any
10 length of time or, you know --

11 MR. SOLIS: Do you know how often he spends at that space?

12 Do you know --

13 WITNESS: No.

14 MR. SOLIS: -- how often he goes there?

15 WITNESS: I don't think -- to me it just stays empty,
16 okay, because the posters on the windows are
17 from the election two years ago. There's nobody
18 been in there to even take the posters down.

19 MR. SOLIS: Do you know if it has utilities? Does it have
20 gas, electric?

21 WITNESS: Well, I was surprised that the electricity
22 worked when we went in. The gas, I don't think
23 so. It didn't to -- the heat did not seem to be
24 on.

25 MR. SOLIS: Who pays the electric bills?

1 WITNESS: Right now I don't know. I know I have no idea.

2 MR. SOLIS: How often is Mrs. Rush at that space?

3 WITNESS: I really can't say. During campaign time, she

4 may come in to follow up on something, for

5 meetings and so forth, and between campaigns,

6 I'm not aware of her being there.

7 MR. SOLIS: Who owns that space at 3361?

8 WITNESS: I know that the shopping center is owned by

9 Draper and Kramer. The space -- he moved into

10 that space in the 80s because I think the

11 building that we were in was getting condemned,

12 and we just -- and that was as Alderman and

13 Board Committeeman.

14 And after that -- I mean, after he

15 became Congressman, it was primarily, you know,

16 then we had the district offices set up

17 throughout the district, and it was, you know,

18 maybe used, like I said during the petition

19 drive and/or the weekend before an election,

20 unless a meeting was called. I mean, that would

21 be when I was there. Now, I can't -- you know.

22 MR. SOLIS: Do you know if there's a lease?

23 WITNESS: I don't think so. I do not think that there is

24 a lease at all. I think that the place was

25 given -- I mean, when he originally got it, it

1 was -- you know, they gave him a space to
2 operate, and he maintained it. I know that when
3 it got too -- that nothing was ever paid on the
4 space, but we were -- you know, if there were
5 operations there, we were responsible for the
6 repairs and the utilities.

7 MR. SOLIS: You mentioned that you felt it was more of a
8 Committeeman's space.

9 WITNESS: Yeah.

10 MR. SOLIS: Does the Friends of Bobby Rush committee pay
11 bills there, or are they on lease there?

12 WITNESS: They're not on the lease there. The bills would
13 come out of either, you know, where the money
14 was available because a lot of times we didn't
15 even have money available.

16 MR. SOLIS: Okay. So with money for utilities or any other
17 expenses associated with the space, would they
18 sometimes come from Citizens for Rush?

19 WITNESS: Yes.

20 MR. SOLIS: Okay. When is the last time Citizens for Rush
21 made a payment for expenses associated with that
22 space?

23 WITNESS: I cannot recall. All I know is last time I was
24 in there we were working on the committee and
25 circulating petitions for another candidate.

1 There was no heat. That's all I remember. So
2 sometimes the bills -- whenever the office would
3 open or something like that, all those
4 arrangements would be done by Mrs. Rush, you
5 know. We would get bills. I would -- you know,
6 tell them we had the bills, and then they would
7 take them.

8 MR. SOLIS: Okay. "They would take them?"

9 WITNESS: The Congressman or Mrs. Rush.

10 MR. PAYNE: But just -- just so I'm clear, so some expenses,
11 the utility bills associated with that space
12 would come from either the Friends of Bobby Rush
13 committee or Citizens for Rush --

14 WITNESS: Correct.

15 MR. PAYNE: -- depending on who had the funds?

16 WITNESS: Correct.

17 MR. PAYNE: Okay. Do you know what type of expenses it
18 would be? Would it be utilities that would come
19 out of the Citizens for Rush funds? Would it be
20 --

21 WITNESS: Utilities, and I do know that we did purchase a
22 heating unit. I think we were about to go into
23 a petition drive, and there was no heat.

24 MR. PAYNE: When was that that you purchased the heating
25 unit?

1 WITNESS: Okay. I was District Director then, and it had
2 -- it was in about 2010 or early 2011. I was
3 serving -- I was acting at that point because
4 his regular District Director was on leave of
5 absence.

6 MR. PAYNE: And that came from Citizens for Rush?

7 WITNESS: Yes.

8 MR. PAYNE: Okay. Has Citizens for Rush made any other
9 expenses for improvements to that space?

10 WITNESS: I can't recall, you know. We were in there so
11 long. I know that was the only major work that
12 was done at that point, I mean, you know, at
13 that time. Other than that, I mean, maybe they
14 called the complex. I'm not sure.

15 MR. SOLIS: Does the property have telephone services?

16 WITNESS: It has telephone services, but that's all it is,
17 is a telephone. There's no dial tone.

18 MR. SOLIS: Okay. So a telephone exists, but there's no
19 connection?

20 WITNESS: Yeah. I mean, well, the telephones were left
21 over from when he was Alderman before
22 Committeeman, and, you know, sometimes if
23 they're -- if we were operating them -- well, as
24 our petition -- see I've worked with him -- I
25 mean, for -- I've been work -- started working

1 with the Congressman in '83, I mean, when he was
2 Alderman. So my memory goes back and forth.

3 MR. SOLIS: That's fine.

4 WITNESS: But, I mean, the telephones have been working
5 when we've had to be in there for a campaign,
6 okay, but they were primarily like when we're
7 circulating petitions. And we may be
8 circulating them for numerous candidates because
9 there's more Committeeman in the city of
10 Chicago. Every elected official who may vote
11 within the ward may come from the ward from
12 anyone's endorsement, and then that would
13 include also circulating their petitions because
14 you had precinct captains and so forth.

15 He stopped being the ward Committeeman
16 I think about 2007 or 2008 because technically
17 it was about -- we only ended up with about 10
18 or somewhere in the area of 10 precincts that
19 were in the First Congressional, and he gave it
20 up so, you know, he could devote all of his time
21 to the Congressional District.

22 MR. SOLIS: Since our review started, so, you know,
23 probably, you know, 40 days ago, over a month
24 ago --

25 WITNESS: Mm-hmm.

1 MR. SOLIS: -- have you been in the space to move things
2 around?

3 WITNESS: No.

4 MR. SOLIS: Have you made any alterations to --

5 WITNESS: Just taking pictures.

6 MR. SOLIS: Okay. You didn't go inside?

7 WITNESS: And that was my -- no. I mean, I went in to
8 take pictures inside.

9 MR. SOLIS: Okay.

10 WITNESS: But I haven't been inside there I don't think
11 since the last election, if then.

12 MR. SOLIS: Okay.

13 WITNESS: Yeah.

14 MR. SOLIS: Are you in charge of making disbursements from
15 Citizens for Rush funds?

16 WITNESS: Yes and no. Up until 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 her, 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?

25 WITNESS: Since Mrs. Rush's illness, I believe in about

1 October, we went -- well, Mrs. Rush and I were
2 both signatures on the account.

3 MR. SOLIS: Okay.

4 WITNESS: Okay. We went -- the Congressman and I went to
5 the bank to -- I think the storage bill was
6 behind, and they were threatening to auction
7 everything out. So they had us do a letter that
8 authorized only one signature. It didn't take
9 her off or me off, just one signature
10 temporarily. And at that time then, I'm the
11 only signature, so I start paying.

12 MR. SOLIS: Okay.

13 WITNESS: And the checks I did order. I know he had
14 problems at his home with water and so forth --

15 MR. SOLIS: Right.

16 WITNESS: -- water damage. I ordered a new checkbook,
17 which I have, but the checks I have written are
18 primarily, you know, to our fundraiser.

19 MR. SOLIS: Okay.

20 WITNESS: I mean, they're minimum.

21 MR. PAYNE: Just so I'm clear on the timing of this all, are
22 you saying that approximately October of 2012,
23 you started this role of having the -- control
24 of the checkbook?

25 WITNESS: Well, 2013, I became the sole signature.

1 MR. PAYNE: Okay.

2 WITNESS: I didn't have control of the checkbook until it
3 was delivered, probably late last month.

4 MR. PAYNE: Okay.

5 WITNESS: Okay.

6 MR. PAYNE: So who was -- how are payments being made from
7 that -- from October 2013 until you got the
8 checkbook?

9 WITNESS: I would get checks from the Congressman.

10 MR. PAYNE: Okay.

11 WITNESS: Then I guess wherever she -- they made the --
12 Mrs. Rush had the checkbook within their home.
13 He would take checks out of the checkbook and
14 give them to me. Then I would just go pay the
15 bills.

16 MR. PAYNE: These were blank checks --

17 WITNESS: Yeah.

18 MR. PAYNE: Okay.

19 WITNESS: They were blank.

20 MR. SOLIS: And the checks -- the checks have Citizens for
21 Rush on them?

22 WITNESS: Yes. Citizens for Rush.

23 MR. SOLIS: So, again, just so we're straight, from October
24 2013 until you just got this checkbook
25 personally, Representative Rush was -- is the

1 one who was making the decisions on when and
2 where to cut checks?

3 WITNESS: No. What he would do is give -- well, let me
4 back up. What he would do is give me probably
5 two sheets of checks. I would probably have six
6 checks, okay. Before I make any disbursements,
7 I would get his approval.

8 MR. SOLIS: Okay.

9 WITNESS: Okay. So it's not -- the only thing I basically
10 pay on my own is the storage because they would
11 throw everything out of the storage unit, okay.
12 When it comes to the fundraiser like, you know,
13 when should I pay, you know. I got bills from
14 the fundraiser. Can I pay them? And he said
15 yes, and then at that point I would pay the
16 checks -- I mean, write out the check and mail
17 it.

18 MR. SOLIS: Okay. When you talk about the storage space, is
19 that 407 East 25th Street?

20 WITNESS: 26th, 25th. Okay, yeah. That -- yeah. That's
21 the business -- I think it is.

22 MR. SOLIS: Is that United Storage?

23 WITNESS: Yeah. It's United Storage now.

24 MR. SOLIS: Okay.

25 WITNESS: It's changed names a few times since they've had

1 this unit.

2 MR. SOLIS: Okay. So prior to October 2013 when Mrs. Rush
3 became ill, she was the sort of -- the primary
4 decision maker on disbursements for the campaign
5 committee?

6 WITNESS: It would still be both. I think they would
7 talk.

8 MR. SOLIS: Okay.

9 WITNESS: She would also give me checks, but she may have
10 me sign a blank check, you know, because
11 payments that she made -- knew about. I would
12 still have a blank check with her signature on
13 it, like I do now. Then like I talked to the
14 Congressman last night and informed him what
15 bills were in the PO box and, you know, when to
16 pay them, and get -- to get his approval to
17 write and mail.

18 MR. THOMAS: Can I maybe jump --

19 MR. SOLIS: Sure.

20 MR. THOMAS: Just to clarify, it sounds like the procedure
21 before required two signatures.

22 WITNESS: Correct.

23 MR. THOMAS: So when you would get checks, it reflected
24 checks that had been signed by her already; is
25 that the way that worked?

1 WITNESS: Correct. And vice versa.

2 MR. THOMAS: Then you would -- you would add the signature if

3 -- once you got the --

4 WITNESS: Yeah. Once I got permission to -- right.

5 MR. THOMAS: -- whether they wanted you to go ahead and pay

6 it?

7 WITNESS: Mm-hmm.

8 MR. SOLIS: Okay.

9 WITNESS: There may be instances where I would tell them

10 what the bills are. They would give me that

11 amount of checks. Then I would just pay the

12 bills.

13 MR. SOLIS: Okay. The Beloved Community Christian Church.

14 WITNESS: Mm-hmm.

15 MR. SOLIS: Do you know what that is?

16 WITNESS: That's the Congressman's church.

17 MR. SOLIS: Okay. Do you attend services there? Do you go

18 there?

19 WITNESS: Only funerals and weddings.

20 MR. SOLIS: Okay.

21 WITNESS: I mean, I'm not a member as (inaudible). As

22 District Director, if he was sponsoring a food

23 drive or something like that, sometimes -- I

24 mean, on the weekends, on our volunteer time, we

25 may go over and help with the distribution. But

1 other than that funerals plural and one wedding.

2 MR. SOLIS: Okay.

3 WITNESS: I've never been to a service other than that.

4 MR. SOLIS: Has the Citizens for Rush campaign committee
5 made donations?

6 WITNESS: Donations have been made periodically to the --
7 I mean, to the church. There maybe a few times,
8 but not many, where I've written the check. A
9 lot of times the checks are written -- you know,
10 were written by Mrs. Rush, but it was, you know,
11 they have an annual fundraising event. So some
12 -- you know, a lot of times it was around that
13 time, or I would find -- really, I would find
14 out about the disbursement with the cancelled
15 checks.

16 MR. SOLIS: Okay. If you were required to be a signator on
17 those checks though prior to October 2013 --

18 WITNESS: Mm-hmm.

19 MR. SOLIS: -- would you have to have signed the checks to
20 the -- the church?

21 WITNESS: They had me sign a blank check.

22 MR. SOLIS: Okay.

23 MR. THOMAS: Say that again.

24 WITNESS: I signed -- I would sign like four checks.

25 MR. THOMAS: Oh, you would give them some signed checks?

1 WITNESS: Yeah. They would ask me to sign checks, and
2 they would give me checks with one signature.

3 MR. SOLIS: Okay.

4 WITNESS: In a lot of cases, the Congressman may have to
5 bring checks up to D.C. if there was, you know,
6 something going on, or they -- I know he used to
7 have to host Congressional CBC breakfast or
8 luncheon or something. So I would send checks
9 with him, and then even on the fundraising side.

10 MR. SOLIS: So, for example, if they're going to make a
11 donation to the church, and they decided -- they
12 gave you a blank check, it doesn't say Beloved
13 Community Christian Church on it; you just sign
14 it and then you give it to them; then you find
15 out later that the donation was made?

16 WITNESS: I would say it would be more like -- they would
17 not give me one check to sign, and I'm signing a
18 blank check. It would be like I have bills, and
19 Carolyn says that, you know, there are bills
20 that she has to address. Then she'd have me
21 sign three checks, and she'd give me three or
22 four checks, depending on the bills that I had.

23 MR. SOLIS: Okay.

24 WITNESS: But as far as I knew, the checks were used on an
25 as needed basis, okay, not more so, sign this

1 blank check, and I'm getting ready to write it
2 out.

3 MR. SOLIS: Okay. I just want to know the extent that you -
4 - that you're awareness of the checks being
5 written to the Beloved Community Christian
6 Church.

7 WITNESS: No. I was not aware until I would get the bank
8 statement.

9 MR. SOLIS: Okay. But you recall a couple times that you
10 were aware a donation was made, a few times?

11 WITNESS: Right. I mean, there may have been a couple
12 times because I know that he would, you know,
13 may buy -- well, they had a banquet, awards
14 dinner. He may buy two or three tables and have
15 guests, but -- and then at that time I knew that
16 the checks were written for that.

17 MR. SOLIS: Did he ever say this -- this money is for, you
18 know, paying bills the church had or --

19 WITNESS: No.

20 MR. SOLIS: Did he ever give you a reason why he decided to
21 make a donation?

22 WITNESS: No.

23 MR. SOLIS: Did he ever talk to you about any family members
24 of his that work for the church?

25 WITNESS: He didn't have a talk with them. I know that he

1 had family members that worked there.

2 MR. SOLIS: Okay. What family members do you know worked
3 there?

4 WITNESS: Well, I think it's on and off everybody. I
5 mean, his children worked there at one time. I
6 think his sister, his brother.

7 MR. SOLIS: Okay.

8 WITNESS: That -- you know, but they were like with the
9 organization, helping us out also. They were
10 always there, but I know that they were members
11 of the church. And then next time, you know,
12 there's something at the church and something
13 you go to, you don't see them. And they said,
14 oh, well, the fell out. Well, that's family.

15 MR. SOLIS: Do you know if his family members were paid by
16 the church?

17 WITNESS: No. I don't.

18 MR. SOLIS: Did he ever mention to you that his son worked
19 for the church and was paid by the church?

20 WITNESS: The only thing that I'm aware of is that he had
21 a son that became -- I mean, is now a preacher,
22 a reverend. I think he is. He gives service.

23 MR. SOLIS: Okay.

24 WITNESS: That -- and that's all I know. I was never
25 aware of anyone getting paid there at any time.

1 I do know at one time when the church first
2 started, he wanted me to kind of help put
3 everything together, and, you know, put his
4 checkbook to set up on QuickBooks or whatever.
5 But I was totally unfamiliar with the structure
6 of the church --

7 MR. SOLIS: Okay.

8 WITNESS: -- and I let him know. And I think he -- I told
9 him, "You need to find somebody that's
10 specializes in churches." But that was way back
11 in the beginning.

12 MR. SOLIS: Okay. Do you know if the campaign committee,
13 the Citizens for Rush committee has made any
14 donations to Beloved Community Family Services?

15 WITNESS: Well, I just found that out today, I mean, this
16 week because I was called from the church saying
17 they couldn't find the cancelled check, and when
18 I looked it up, I found that I had -- that the
19 check was written in July 21, 2013.

20 MR. SOLIS: Okay.

21 WITNESS: That the check had been written to Family
22 Services, and at this point I was, you know, in
23 the process of working on the amendment.

24 MR. SOLIS: Okay.

25 WITNESS: I just punched the wrong name. I don't even

1 think -- I would have to look in the system. I
2 don't even think I had them listed as a business
3 in the -- on the FEC.

4 MR. SOLIS: So you don't recall signing a check to Beloved
5 Community Family Services from Citizens for
6 Rush?

7 WITNESS: No.

8 MR. SOLIS: Okay.

9 WITNESS: I don't recall.

10 MR. SOLIS: Okay. But you -- but you found out this week,
11 in the course of this review, that a check was
12 written?

13 WITNESS: Yes. But not by me.

14 MR. SOLIS: Okay. Do you know the amount of that check?

15 WITNESS: I think it was 2,100.

16 MR. SOLIS: What about Beloved Community Family Wellness
17 Center?

18 WITNESS: I don't remember.

19 MR. SOLIS: Okay. Do you know what that is?

20 WITNESS: I know it has something to do with just sick
21 people.

22 MR. SOLIS: Okay.

23 MR. PAYNE: Just so I'm clear on the check to the Family
24 Services of 2,100, you said that you were unable
25 to find the cancelled check?

1 WITNESS: No. I was contacted by I guess someone that
2 works at the church, okay, to say I can't show
3 where we deposited this check. Evidently they
4 were given a list by someone --

5 MR. SOLIS: Okay.

6 WITNESS: -- you know, of things to pull. And I said,
7 "Well, I got to look for it when I get home."
8 And I looked at the bank statement. I saw that
9 on the bank statement it was written to Beloved
10 Family Services and not Beloved, you know, the
11 church. So in that check, you know, I need to
12 do a line changing the name.

13 MR. PAYNE: You need to do an amendment to the --

14 WITNESS: Amendment, yeah.

15 MR. PAYNE: -- FEC form?

16 WITNESS: Right.

17 MR. PAYNE: Okay.

18 MR. SOLIS: So it appears that Family Services cashed the
19 check?

20 WITNESS: Yes. Because I'm looking at the bank statement,
21 and it's a cancelled check.

22 MR. SOLIS: Who signed that check?

23 WITNESS: That would be Carolyn Rush, and that would be
24 one that I had signed.

25 MR. SOLIS: Okay.

1 WITNESS: We were the only two signatures.

2 MR. PAYNE: And -- I'm sorry -- just so I'm clear, you both
3 would have signed that check?

4 WITNESS: Yes.

5 MR. PAYNE: Alright.

6 MR. SOLIS: Prior to October 2013 when Carolyn became ill --

7 WITNESS: Mm-hmm.

8 MR. SOLIS: -- how much work was she doing on the campaign?

9 WITNESS: Well, I would she was -- she was always in
10 charge, okay. They -- I mean, they were doing
11 things I may not even be aware of. She was a
12 major part of the strategy. I mean, there have
13 been campaigns prior to him becoming Congressman
14 where she has been the campaign manager for
15 candidates that he's endorsed, and we've all
16 been on the staff.

17 MR. SOLIS: Okay.

18 WITNESS: She's always been like in charge. I can
19 remember as District Director that if we were
20 planning a Town Hall meeting or whatever, she
21 may be in on a conference call to put in her
22 input on who we might invite and things like
23 that. But she was more in charge of it and had
24 more hands on what was going on than anyone.

25 MR. SOLIS: Okay. How many hours a week would you estimate

1 that she was working on the Citizens for Rush
2 committee prior to October 2013?

3 WITNESS: I can't -- it's hard for me to determine that
4 because it could be that was all she did.

5 MR. SOLIS: Okay.

6 WITNESS: I mean, the -- I would say the communications
7 during the off season were between -- are
8 decisions between here and the Congressman, and
9 then she would carry them out and see that
10 everything was done.

11 MR. SOLIS: Has she done any work for the campaign since she
12 became ill in October 2013?

13 WITNESS: No, no. Because she's basically been in the
14 hospital.

15 MR. SOLIS: Okay. I think that's pretty much it. I just
16 want to make one thing just very clear, just so
17 I have it and I understand it. The space at
18 3361 King Drive, the last time you were there
19 was you said about a month ago --

20 WITNESS: Yeah.

21 MR. SOLIS: -- to take pictures?

22 WITNESS: Mm-hmm.

23 MR. SOLIS: Prior to that you may have been there in 2012 to
24 work on the election?

25 WITNESS: Well, when I say 2012, when I go in there is

1 either to pay people that may be walking and
2 they're getting paid, or buy food for --

3 MR. SOLIS: Okay.

4 WITNESS: And, you know, I've never worked Election Day.
5 So I'm out and about like I will be next week.

6 MR. SOLIS: And then --

7 WITNESS: But we haven't really had a major campaign, but
8 we're out there -- we could -- I mean, he may
9 decide, well, we're going to -- well, we have
10 what we call yard signs here, and those are the
11 signs that we stick on the streets; and we call
12 that visibility.

13 MR. SOLIS: Right.

14 WITNESS: The visibility team goes out, and the visibility
15 team, you know, may have posters for all
16 candidates, you know, that have provided us with
17 materials.

18 MR. SOLIS: Were you at that space at all in 2013?

19 WITNESS: If I was, it would only be because he told me to
20 meet him there, and sometimes for me to meet him
21 there; and he'd tell me to pay something.

22 MR. SOLIS: Okay.

23 WITNESS: It was -- you know, but for no extended period
24 that I recall.

25 MR. SOLIS: I think that's all the questions we have, [REDACTED]

1 [REDACTED] So thank you very much for sticking it

2 out with us and the very helpful information.

3 Thank you.

4 MR. THOMAS: Do you want any clarification on one thing? You

5 might be interested in the -- I sent you some

6 photographs that showed some signs perhaps moved

7 slightly from the photographs that [REDACTED] had

8 taken.

9 MR. SOLIS: I mean, quite frankly, I didn't even notice that

10 --

11 MR. THOMAS: I was worried --

12 MR. SOLIS: -- difference in pictures.

13 MR. THOMAS: -- that you were -- you were concerned that

14 there might have been some movement of stuff,

15 and I did move some signs of other candidates up

16 so that you could see that those signs that were

17 in that sort of corner stashed in there were of

18 all sorts of different candidates. So I am

19 responsible for having moved some of the signs

20 so that you could see --

21 MR. SOLIS: Okay. Okay.

22 MR. THOMAS: -- the other candidates. So that --

23 MR. SOLIS: Okay.

24 MR. THOMAS: -- so if you're interested in that distinction

25 because your wonderful photographs reflect

1 things nicely, neater than when I was there.

2 And the Congressman also, when we were there, he

3 took me by to show me the space, and he also

4 took off the covering of a sign that was up on

5 the end, you know, where that -- all that --

6 WITNESS: Oh, right. That was --

7 MR. THOMAS: And it had an old -- I can't remember -- it said

8 something about Alderman.

9 WITNESS: Yeah. For Alderman and Second Ward
10 Committeeman.

11 MR. THOMAS: Because he wanted you to see --

12 WITNESS: It was like made on the wall.

13 MR. THOMAS: -- that.

14 WITNESS: Yeah.

15 MR. SOLIS: Yeah. Why was it covered up in the first place?

16 WITNESS: It was because he was no longer.

17 MR. THOMAS: Yeah.

18 WITNESS: He no longer held those positions. He did

19 become a Central State Committeeman. The

20 Central State Committeeman is a state position,

21 and it is for the same district as the

22 Congressional District. Ward Committeeman is

23 approximately we would have 50 to 53 wards --

24 MR. SOLIS: Okay.

25 WITNESS: -- I mean, precincts within ward, maybe about

1 50,000.

2 MR. SOLIS: Okay.

3 WITNESS: And that's what he served as Alderman and then
4 Ward Committee. The Ward Committeeman in the
5 capacity of Ward Committeeman, he would be
6 responsible for -- we would -- be responsible
7 for making sure that all polling places were
8 open and closed --

9 MR. SOLIS: Okay.

10 WITNESS: -- manned, not only with volunteers. Mrs. Rush
11 also worked on and had them man all of the
12 Election Day judges.

13 MR. SOLIS: Okay. Okay. I would just say, you know, in the
14 -- in the chance we want to come check that out,
15 you know, try not to move too much or anything
16 at all from here on out.

17 MR. THOMAS: Apologies, apologies.

18 MR. SOLIS: No, no, no. That's alright. That's alright. I
19 didn't even catch that.

20 WITNESS: Well, I don't think -- I mean, I really don't
21 think anything has been moved because I had
22 asked the Congressman, before I knew anything
23 was going on, if I could go up there and get the
24 printer because my printer broke, you know, in
25 running reports and so forth, and he said, "Go

1 get it." But I wasn't going in there by myself,
2 and then next thing I know he says, "Don't touch
3 nothing." So as far -- you know, we haven't
4 touched anything.

5 MR. SOLIS: You mentioned you talked to him last night?

6 WITNESS: Yeah. I talked to him last night because I went
7 to our PO box.

8 MR. SOLIS: Did he mention the fact that we would be
9 speaking with you today? Did you guys talk
10 about that?

11 WITNESS: Not really. I just asked him did I have to wear
12 a suit since it's dress down Friday.

13 MR. SOLIS: Did he talk to you --

14 WITNESS: So now everybody at work thinks I'm going on a
15 job interview.

16 MR. SOLIS: We don't mean to get you in any trouble.

17 WITNESS: Oh, no. I'm not in trouble.

18 MR. SOLIS: Did he talk to you at all about what he thought
19 we might ask?

20 WITNESS: Huh-uh. No.

21 MR. SOLIS: Okay. Did he talk about the rental space at
22 all?

23 WITNESS: Huh-uh. I mean, we've not -- no, not
24 (inaudible) at all. Huh-uh.

25 MR. SOLIS: Have you talked to him since we began our review

1 about the rental space?

2 WITNESS: I don't know whether you guys -- whether it was
3 your review or once the newspaper came out
4 because I brought -- you know, there are a lot
5 of things I helped him remember.

6 MR. SOLIS: Okay.

7 WITNESS: Okay. Like, you know, when we had a campaign we
8 didn't even operate out of there. Like when he
9 first ran for Congressman, our campaign office
10 was not that location. That was the Ward
11 Committeeman's location. In fact, the rent is
12 still that on the report, but they tore the
13 building down.

14 MR. SOLIS: Okay. Alright. Well, I was just going to ask
15 if it still exists, but I guess not.

16 WITNESS: No. That -- that building doesn't, but, I mean,
17 we're talking '91, '90 - '91.

18 MR. SOLIS: Okay.

19 MR. PAYNE: I do have one question. Is there an office at
20 35th and --

21 MR. SOLIS: Rhodes?

22 MR. PAYNE: -- Rhodes? Is there a campaign office at 35th
23 and Rhodes, like a block over from MLK?

24 WITNESS: 35th and Rhodes, that is -- that was the
25 campaign office or no -- it was an office for

1 our State Representative Lou Jones at one time.
2 I think right now is (inaudible) office for the
3 -- there are two offices right there. They've
4 always been held by elected officials' campaign
5 but mainly as their official offices.

6 MR. PAYNE: Okay. So those offices are not affiliated with
7 Congressman Rush?

8 WITNESS: No. They're not affiliated with him. The only
9 affiliation that I can recall would be that we
10 supported the candidate at one time. I don't
11 even know if we support the ones that -- yeah.
12 We support them because their posters in the
13 window, the State Rep. Well, the State
14 Representative is on one side, I think, and the
15 Alderman is on the other side. But I think that
16 -- that's the relationship they have with the
17 owner.

18 MR. PAYNE: Okay. Well, thank you, [REDACTED].

19 WITNESS: Okay.

20 MR. SOLIS: Thank you very much.

21 WITNESS: Okay.

22 END OF INTERVIEW

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