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2d Session

HOUSE OF REPRESENTATIVES

{ REPORT
115-618

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

R E P O R T

OF THE

COMMITTEE ON ETHICS



MARCH 22, 2018.—Referred to the House Calendar and ordered to be
printed

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LETTER OF TRANSMITTAL

HOUSE OF REPRESENTATIVES,
COMMITTEE ON ETHICS,
Washington, DC, March 22, 2018.

Hon. KAREN L. HAAS,
Clerk, House of Representatives,
Washington, DC.

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

Sincerely,

SUSAN W. BROOKS,
Chairwoman.
THEODORE E. DEUTCH,
Ranking Member.

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House Calendar No. 136

115TH CONGRESS 2d Session	HOUSE OF REPRESENTATIVES	REPORT 115-618
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IN THE MATTER OF ALLEGATIONS RELATING TO REPRESENTATIVE BOBBY L. RUSH

MARCH 22, 2018.—Referred to the House Calendar and ordered to be printed

Mrs. BROOKS of Indiana, from the Committee on Ethics,
submitted the following

R E P O R T

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

I. INTRODUCTION

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

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

In the latter part of 2014, while the Committee was reviewing OCE's Referral and supplemental materials, Representative Rush's

federal campaign committee reported another donation to BCCC. Given this additional donation, the Chairman and Ranking Member authorized Committee staff to investigate the issues surrounding both alleged donations to BCCC, as well as the allegation involving Representative Rush's receipt of free office space.

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

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

II. PROCEDURAL HISTORY

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

Representative Rush then submitted a response to the Committee, through counsel.¹ After the Committee received OCE's Referral and Representative Rush's response, Citizens for Rush disclosed in a report to the Federal Election Commission (FEC) that on October 9, 2014, it made a donation to the BCCC in the amount of \$10,000.² Thereafter, the Committee published OCE's Referral and Representative Rush's response, and publicly announced that the Committee would investigate the matter under Committee Rule 18(a).³

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

¹ Letter from Scott E. Thomas and Jen Carrier to Tom Rust, July 11, 2014 (hereinafter July 11, 2014 Submission).

² Pre-General Election FEC Report, filed on October 23, 2014.

³ Committee Rule 18(d) states that "[a]n inquiry shall not be undertaken regarding any alleged violation that occurred before the third previous Congress unless a majority of the Committee determines that the alleged violation is directly related to an alleged violation that occurred in a more recent Congress." The Committee unanimously voted to make this determination in this matter with respect to the allegation that Representative Rush received an impermissible gift of office space during the period from 1993 to the present.

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

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

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

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

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

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

⁴As discussed further in this Report, the allegations are that Representative Rush received improper gifts, special favors, or campaign contributions, in the form of free rent, from January 3, 1993, to present. While the allegations dating from January 5, 2011, to present are within the Committee's jurisdiction, the allegations from 1993 to January 5, 2011, are not. However, the allegations in connection with non-payment of rent from 1993 to January 4, 2011, appear to be directly related to the allegations that are within the Committee's three-Congress jurisdiction.

⁵House Rule XI, cl. 3(a)(2).

⁶5 U.S.C. § 7353(d).

⁷House Rule XXV, cl. 5(a)(1)(A)(i). If no exception applies, House Rules permit a Member to accept a gift not otherwise prohibited if the Member "reasonably and in good faith believes" the gift has a value of less than \$50 and a cumulative value from one source during a calendar year of less than \$100. House Rule XXV, cl. 5(a)(1)(B)(i).

⁸House Rule XXV, cl. 5(a)(2)(A).

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

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

IV. BACKGROUND

A. REPRESENTATIVE RUSH’S CAREER AS AN ELECTED OFFICIAL

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

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

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

1. *The 1989 lease and Representative Rush’s failure to pay rent*

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

⁹ See 11 CFR § 113.1(g)(2).

¹⁰ See, e.g., FEC Advisory Ops. 2005–06, 2012–05. Even so, the FEC has permitted significant contributions of campaign funds to a charitable organization that employed a candidate’s family member where the organization represented that the family member would not be compensated from the donated funds.

¹¹ Exhibit 1.

¹² At the time the lease was signed, Draper and Kramer operated under the name of Harold J. Carlson Associates, Inc. and was one of three general partners of Lake Meadows Associates. Exhibit 2.

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

By signing the 1989 Lease, Representative Rush agreed to pay a monthly rent of \$1,126.49, which was comprised of a fixed minimum rent of \$627.00, a common area use charge of \$343.87, an insurance charge of \$10.04, and a real estate tax charge of \$145.58.¹⁷ Representative Rush also agreed to remit a security deposit of \$1,881.00.¹⁸ An executed copy of the lease was forwarded to Representative Rush in December 1989.¹⁹ Because a third party occupied the office space and was delayed in vacating it, Draper and Kramer permitted Representative Rush to make his first rental payment in January 1990, approximately seven months after the lease was executed.²⁰

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

By September 1990, Representative Rush’s unpaid rent balance had grown to \$14,937.19.²⁴ In an internal Draper and Kramer memo dated September 19, 1990, the property manager stated that she had not issued a notice of eviction to Representative Rush, “pending direction of ownership,” and concluded: “I believe that in order to have him vacate at the end of his lease term, we will be forced to take legal action.”²⁵ The property manager recommended that Draper and Kramer “proceed with action to remove the alderman from space C-6.”²⁶

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

¹³ Exhibit 1.

¹⁴ *Id.* at § 1.1(H).

¹⁵ *Id.* at § 1.1(I).

¹⁶ *Id.* at § 6.1.

¹⁷ Exhibit 3.

¹⁸ Exhibit 1.

¹⁹ Exhibit 4.

²⁰ Exhibit 3; Exhibit 5; Exhibit 6.

²¹ 18(a) Interview of Representative Rush.

²² Exhibit 6; Exhibit 7; Exhibit 5; Exhibit 8.

²³ See Exhibit 8.

²⁴ Exhibit 6.

²⁵ *Id.*

²⁶ *Id.*

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

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

Despite Representative Rush’s lack of recollection, the documentary record is clear that, for several years after the lease expired and Representative Rush converted to a month-to-month tenancy, Draper and Kramer continued trying to collect rent from Representative Rush.³⁰ These collections efforts consisted of phone calls to Representative Rush, in-person discussions with him, and written requests. Draper and Kramer’s collections log shows that in response to these efforts, Representative Rush made additional promises to pay between 1990 and 1992.³¹ Representative Rush also told Draper and Kramer he would set up an arrangement with the City of Chicago to cover the rent.³² However, neither Representative Rush nor the City of Chicago actually paid any rent.

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

²⁷ Exhibit 9.

²⁸ 18(a) Interview of Representative Rush.

²⁹ *Id.*

³⁰ See Exhibit 7. Draper and Kramer provided a collections log that covered the time period of 1990 through 1992. The Committee requested all similar collections documents for other years, but Draper and Kramer was unable to find or produce additional documents.

³¹ See *Id.*

³² Exhibit 10.

³³ 18(a) Interview of Property Manager A.

³⁴ 18(a) Interview of Senior Vice President A; 18(a) Interview of Property Manager B; 18(a) Interview of Property Manager A.

³⁵ See 18(a) Interview of Property Manager B.

³⁶ Exhibit 5 at 1.

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

Even after Draper and Kramer stopped actively seeking rent payments from Representative Rush, the company continued to treat him like a bona fide tenant in other respects, both internally and in sporadic communications with Representative Rush. For instance, accounting records show that through the 1990s, 2000s, and to the present, Draper and Kramer itemized what Representative Rush was supposed to have paid each month in rent and fees.⁴¹ In conjunction with this detailed accounting, Draper and Kramer appears to have sent Representative Rush certain billing statements that summarized his unpaid rent balance. For example, a September 2000 statement noted that Representative Rush owed \$57,031.52.⁴² Additionally, Draper and Kramer periodically contacted Representative Rush with reminders of the responsibilities he had to maintain the appearance and condition of his leased space. In a 1997 letter, a then-vice president of operations requested that Representative Rush fix broken windows, remove dirt and obsolete campaign signs from windows, and coordinate with the gas company to avoid losing heating in the space.⁴³

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

³⁷ *Id.* King Drive is one of the streets that borders Lake Meadows Shopping Center. The Committee learned that in 1991, Draper and Kramer and Lake Meadows Associates were concerned that a particular Newsstand (a kiosk that sold newspapers, magazines and other print publications) was encroaching on the shopping center’s property line. See 18(a) Interview of Chief Executive Officer. It is unclear whether Representative Rush in fact assisted with relocating the Newsstand or if the issue was resolved in some other way. Representative Rush did not recall providing any such assistance. See 18(a) Interview of Representative Rush.

³⁸ Exhibit 11. Draper and Kramer’s accounting documents contain no record of Representative Rush making any rental payments in June 1997. Likewise, Representative Rush has not found any banking records or other documents showing that he made such payments.

³⁹ 18(a) Interview of Property Manager B; 18(a) Interview of Senior Vice President B.

⁴⁰ 18(a) Interview of Representative Rush.

⁴¹ Exhibit 12; Exhibit 13. The records show that while the monthly rent for the office space has been a fixed charge of \$627, the “common area use” costs have generally increased over the years.

⁴² Exhibit 12.

⁴³ Exhibit 14.

⁴⁴ Exhibit 15.

⁴⁵ 18(a) Interview of Representative Rush.

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

2. Representative Rush’s use of the office space

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

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

Representative Rush has estimated that all of his uses of the office, other than for the non-profit classes, totaled 5 days per year (at 8 hours per day) from the time he became a House Member in 1993 through 2008.⁵³ Representative Rush estimated the non-profit

⁴⁶ Exhibit 15.

⁴⁷ 18(a) Interview of Property Manager C.

⁴⁸ *Id.*

⁴⁹ See July 11, 2014 Submission at 1–2.

⁵⁰ See *Id.* at 1.

⁵¹ Letter from Scott E. Thomas to Nadia Konstantinova, Aug. 10, 2015 (hereinafter August 10, 2015 Submission).

⁵² 18(a) Interview of Representative Rush.

⁵³ July 11, 2014 Submission at 2.

organization he lent the Lake Meadows office to in 2007 and 2008 used the space for approximately 120 hours.⁵⁴

C. CITIZENS FOR RUSH DONATIONS TO BELOVED COMMUNITY
CHRISTIAN CHURCH

1. *BCCC*

Representative Rush founded BCCC,⁵⁵ a 501(c)(3) charitable organization, in approximately 2002.⁵⁶ Since its early days, Representative Rush has been BCCC's pastor and teacher, and a member and leader of its core group, which makes decisions for the church.⁵⁷ He receives no payments from the church.⁵⁸

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

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

Representative Rush's son began working for BCCC as a custodial engineer in July 2013.⁶³ He was paid \$300 per week, at the same rate as his predecessor.⁶⁴ He received his salary payments on a bi-weekly basis.⁶⁵ During Representative Rush's son's employment with BCCC, there were several periods when the church did not have enough money to pay him. Representative Rush's son estimated that BCCC still owes him around \$2,200 in back pay.⁶⁶

Representative Rush's son told the Committee he stopped working for BCCC in the spring of 2014,⁶⁷ and the last payment he received from the church was in March 2014.⁶⁸ BCCC's secretary had a different recollection, believing that Representative Rush's son worked at BCCC until the fall of 2014.⁶⁹ Representative Rush told the Committee his son was no longer on BCCC's payroll in October 2014.⁷⁰

⁵⁴ *Id.*

⁵⁵ Presently, the BCCC is called the Beloved Community Christian Church of God in Christ, abbreviated BCCCOGIC.

⁵⁶ OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 2–4.

⁵⁷ *Id.* at 3–4.

⁵⁸ *Id.* at 15–16; Letter from Scott Thomas to Paul Solis, May 27, 2014 (*hereinafter* May 27, 2014 Submission to OCE) at 3.

⁵⁹ 18(a) Interview of Church Administrative Assistant.

⁶⁰ OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 6.

⁶¹ 18(a) Interview of Church Administrative Assistant.

⁶² *Id.*

⁶³ OCE Interview of Representative Rush's Son (OCE's Referral, Ex. 8) at 2, 9–10.

⁶⁴ *Id.* at 9.

⁶⁵ *Id.* at 11.

⁶⁶ 18(a) Interview of Representative Rush's Son.

⁶⁷ *Id.*

⁶⁸ *Id.*

⁶⁹ 18(a) Interview of Church Administrative Assistant.

⁷⁰ 18(a) Interview of Representative Rush.

3. July 23, 2013, donation of campaign funds

In its October 2013 Quarterly FEC report, Citizens for Rush disclosed that on July 23, 2013, it made a \$2,100 donation to BCCC.⁷¹ On April 15, 2014, Citizens for Rush amended this report to reflect that the \$2,100 donation had instead been made to Beloved Community Family Services (BCFS), a different non-profit entity.⁷² BCFS's bank statement confirmed that on July 23, 2013, BCFS deposited \$2,100 into its account.⁷³ BCCC's secretary, the individual responsible for receiving and recording BCCC's incoming donations, told the Committee that she had been unaware of the July 23, 2013, donation's existence until this matter came under investigation in 2014.⁷⁴

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

4. October 9, 2014, donation of campaign funds

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

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

⁷¹ 2013 October Quarterly FEC report.

⁷² 2013 October Quarterly FEC report, amended.

⁷³ OCE's Referral at 20 (Ex. 19).

⁷⁴ 18(a) Interview of Church Administrative Assistant.

⁷⁵ OCE's Referral at 19–20; May 27, 2014 Submission to OCE at 4.

⁷⁶ July 11, 2014 Submission at Attachment 1 § 6.

⁷⁷ OCE's Referral at 19; July 11, 2014 Submission at Attachment 1 § B.

⁷⁸ 18(a) Interview of Church Administrative Assistant.

⁷⁹ *Id.*

⁸⁰ *Id.*

⁸¹ *Id.*

⁸² August 10, 2015 Submission at 3.

⁸³ 18(a) Interview of Representative Rush's Son.

V. FINDINGS

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

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

The Gift Rule prohibits a Member from knowingly accepting a gift unless it fits within one of the Rule's enumerated exceptions.⁸⁴ A "gift" is defined as "a gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value."⁸⁵ The Committee considered whether the arrangement between Draper and Kramer and Representative Rush, which allowed the Member to occupy and use office space for his entire tenure in the House without any payment of rent, was a "forbearance," *i.e.*, Draper and Kramer had a legal right to demand payment of rent from Representative Rush at all times and chose not to. If so, the value of the gift to Representative Rush would be simple: the full value of the forbearance, which would be the amount of rent that was not paid. Ultimately, the Committee concluded Draper and Kramer likely waived its legal right to collect rent. However, the Committee also concluded the office space was an "item having monetary value." As such, the office space was a gift, and was subject to the strict limits of the Gift Rule. That rule permits a Member to accept a gift (not otherwise prohibited) only if it fits within one of the enumerated exceptions. If no exception applies, then the gift may be accepted only if the Member "reasonably and in good faith believes" it has a value of less than \$50 and a cumulative value from one source during a calendar year of less than \$100.⁸⁶

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

The Gift Rule has one exception that, in light of how OCE interpreted the facts of this matter, bears examining. Specifically, the Gift Rule exempts from its prohibitions the receipt of a "contribution, as defined in section 301(8) of the Federal Election Campaign Act of 1971 (2 U.S.C. 431) that is lawfully made under that Act, a lawful contribution for the election to a State or local government office, or attendance at a fundraising event sponsored by a political organization described in section 527(e) of the Internal Revenue Code of 1986."⁸⁷ OCE found substantial reason to believe Draper and Kramer made recurring in-kind contributions to the campaign committees for Representative Rush's state and federal positions—Citizens for Rush and Friends of Bobby Rush—by allowing those committees to use the Lake Meadows office without taking legal action to force Representative Rush to pay rent. Based on its method of valuing the office space, OCE concluded that the campaign contributions exceeded the limits set by federal law, and from 2011 on, by Illinois law.⁸⁸ OCE thus found substantial reason to believe the

⁸⁴ House Rule XXV, cl. 5(a)(1)(A)(i). The rule does not have an exception that would permit Representative Rush to accept this type of gift. *See* House Rule XXV, cl. 5(a)(3).

⁸⁵ House Rule XXV, cl. 5(a)(2)(A).

⁸⁶ House Rule XXV, cl. 5(a)(1)(B)(i).

⁸⁷ The statute has been recodified as 52 U.S.C. § 30101. House Rule XXV, cl. 5(a)(3)(B).

⁸⁸ Prior to January 1, 2011, Illinois had no legal limit on the contributions a single donor could make to a state candidate on an annual basis. *See* S.B. 1466, 96th Gen. Assembly. In 2011, Illinois established the following statutory limits: \$5,000 from an individual; \$10,000 from a cor-

contributions were not “lawfully made under the Act” and did not fit within the exception to the Gift Rule.⁸⁹ Accordingly, any campaign contributions in excess of federal and state limits represented gifts to Representative Rush, which the Gift Rule did not allow him to accept or retain.

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

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

poration, labor union, or association; \$50,000 from a political action committee or another candidate political committee. *See id.* § 9–8.5.

⁸⁹ OCE’s Referral at 17.

⁹⁰ 52 U.S.C. 30101(8)(A)(i); *see also* 11 CFR § 100.52(a).

⁹¹ The Act defines a contribution as “a gift, subscription, donation, dues, loan, advance, deposit of money, or anything of value, knowingly received in connection with the nomination for election, election, or retention of any candidate or person to or in public office or in connection with any question of public policy.” 10 ILCS 5/9–1.4(A)(1).

⁹² 52 U.S.C. 30116(a)(7)(B)(i).

⁹³ *Cf. McCormick v. United States*, 500 U.S. 257, 271 (in determining “whether payments made to an elected official are in fact campaign contributions” or were unlawful payoffs as part of an extortion scheme, “the intention of the parties is a relevant consideration.”).

⁹⁴ *See* Exhibit 1 at § 1.1(H) (“Use (Article VI): As an Aldermanic office for Alderman Rush’s local Chicago political Ward, known as the Second Ward.”); *id.* at § 6.1 (“Tenant agrees that the Leased Premises shall be used and occupied by Tenant or anyone else claiming under Tenant only for the purpose specified as the use thereof in Section 1.1.H. and for no other purpose or purposes without the prior consent of Landlord.”).

⁹⁵ *See, e.g., FEC, Factual and Legal Analysis regarding Pettit Square Partners, LLC*, MUR 6463, May 7, 2012, at 3 (available at <http://eqs.fec.gov/eqsdocs/MUR/12044321389.pdf>) (where lessor of office space allowed the Democratic National Committee to use the space without notice to the landlord, and the lease expressly prohibited subletting the space without the landlord’s consent, the landlord “may not have authorized the DNC to occupy the space or otherwise make an in-kind contribution under the Act. Under these circumstances, the Commission dismisses the allegations related to [the landlord].”).

case, the terms of the lease permitted use of the space for a specific, non-campaign, purpose, and the lease prohibited the tenant who signed the lease from subletting the space to any other tenant without the landlord's express permission.⁹⁶ It is also significant that, according to the President and CEO of Draper and Kramer, he believed Representative Rush had vacated the Lake Meadows office soon after he became a month-to-month tenant in late 1991.⁹⁷ His surprise that Representative Rush occupied the space for the next twenty years is obviously inconsistent with any intent to make an in-kind contribution to Representative Rush's campaigns.

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

⁹⁶ See *id.*; see also Exhibit 1 at §12.1 ("Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate this Lease or Tenant's interest in and to the Leased Premises, or permit any transfer of Tenant's Interest created hereby . . . or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Tenant, without first obtaining the prior written consent of Landlord.")

⁹⁷ 18(a) Interview of Chief Executive Officer.

⁹⁸ See FEC, *In the Matter of Fourth Lenox Terrace Associates*, Gen. Counsel's Rept. #2, Aug. 11, 2011 (available at <http://eqs.fec.gov/eqsdocsMUR/12044312868.pdf>).

⁹⁹ See *id.* at 5.

¹⁰⁰ See *id.* at 9–12, 19.

¹⁰¹ See 18(a) Interview of Senior Vice President A (Senior Vice President in charge of property management) ("Q. Do you know what the office was used for? A. I don't know that either."); OCE Interview of Property Manager C (Property Manager of Lake Meadows Shopping Center, who worked in the shopping center two doors down from Representative Rush's office from 2002 to 2013, had never heard the name of Representative Rush's congressional campaign committee).

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

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

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

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

3. Value of the gift of office space

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

¹⁰²The word “committeeman” is printed in a different font and color below this statement, but it is unclear whether this refers to Representative Rush’s former position as a city committeeman or his current position as a state committeeman.

¹⁰³See Exhibit 17; Exhibit 13.

¹⁰⁴See House Comm. on Ethics, *In the Matter of Allegations Relating to Representative Don Young*, H. Rep. 113–487, 113th Cong., 2d Sess. (2014) (hereinafter *Young*); House Comm. on Ethics, *In the Matter of Allegations Relating to Representative Jean Schmidt*, H. Rep. 112–195, 112th Cong., 1st Sess. (2011) (hereinafter *Schmidt*); House Comm. on Standards of Official Conduct, *In the Matter of the Investigation into Officially Connected Travel of House Members to Attend the Carib News Foundation Multinational Business Conferences in 2007 and 2008*, H. Rep. 111–422, 111th Cong., 2nd Sess. (2010) (hereinafter *Carib News*).

¹⁰⁵See *Young* at 4.

¹⁰⁶See *Schmidt* at 16–17.

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

Representative Rush told the Committee he has no recollection of receiving any notice that he was bound by the lease for the Lake Meadows office after the original lease expired on October 31, 1990.¹¹⁰ The Committee accepts Representative Rush’s lack of recollection, but there is no reason to believe he did not receive the notice mailed to his home. Moreover, the lease Representative Rush signed states: “Notice and demands [to the tenant] shall be deemed to have been given when mailed.”¹¹¹ Finally, as previously discussed, Draper and Kramer sent Representative Rush numerous letters over the years, to his home address, his House District office, and the Lake Meadows office, indicating that he was still a “tenant,” and that he remained bound by the terms of the lease. Indeed, some of these notices informed Representative Rush that he continued to accrue an increasingly substantial balance of past-due rent.¹¹²

Given this, there is an argument that Lake Meadows Associates, the owners of the Lake Meadows office, had a legal right to require Representative Rush to pay the full monthly charges specified in the 1989 Lease, from the start of the lease to the present. Once Representative Rush was sworn in as a House Member in January 1993, he was subject to the Gift Rule, which currently prohibits a Member from accepting any gift unless it fits within an enumerated exception to the Gift Rule. If no exception applies, and the gift is not otherwise prohibited, the Member may accept a gift valued at less than \$50, or totaling less than \$100 from a single source in a year.¹¹³ The Gift Rule defines such a gift broadly, and includes a “forbearance.” Although the Gift Rule does not define that term, a forbearance is generally defined as “[t]he act of refraining from enforcing a right, obligation, or debt.”¹¹⁴ Thus, if Lake Meadows Associates, or its agent Draper and Kramer, had a legal right to collect the amount specified in the 1989 Lease from Representative Rush, and that right continued until the present, then the total

¹⁰⁷ Exhibit 9.

¹⁰⁸ *Id.*

¹⁰⁹ See, e.g., 18(a) Interview of Property Manager C.

¹¹⁰ 18(a) Interview of Representative Rush.

¹¹¹ See Exhibit 1 at § 24.11.

¹¹² See, e.g., Exhibit 18 (noting “your past due balance of \$29,517.10” and stating this “past due balance is due with your May 1999 charges above.”); Exhibit 17 (September 2000 rent statement addressed to Representative Rush at the Lake Meadows office, with a “balance due” of \$57,031.52).

¹¹³ The Gift Rule has changed several times since 1993. See p. 21.

¹¹⁴ Black’s Law Dictionary (Tenth Ed.) at 760.

value of the gift to Representative Rush during the 24 years he has been subject to the Gift Rule as a Member is the amount he was obligated to pay, under the 1989 Lease, from 1993 to the present.

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

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

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

¹¹⁵ *Whalen v. K Mart Corp.*, 166 Ill. App. 3d 339, 343 (Ill. App. Ct. 1st Dist. Feb. 2, 1988).

¹¹⁶ See *National Tea Co. v. Commerce & Industry Ins. Co.*, 119 Ill. App. 3d 195 (Ill. App. Ct. 1st Dist. Oct. 28, 1983).

¹¹⁷ *Whalen*, 166 Ill. App. 3d at 343 (citing *Saverslak v. Davis-Cleaner Produce Co.*, 606 F.2d 208, 213 (7th Cir. 1979), cert. denied 444 U.S. 1078 (1980)).

¹¹⁸ *Id.*

¹¹⁹ *Id.*

¹²⁰ *Id.*

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

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

However, this does not mean the office space was not a gift to Representative Rush, or that the gift had no value. The House Ethics Manual states:

[W]hen a Member . . . is offered a tangible item, a service, or anything else, he or she must first determine whether the item has monetary value. If it does, then the individual may accept it only in accordance with provisions of the gift rule. This is so even if the donor obtained the gift without charge.¹²⁵

This statement is immediately followed by an example:

A Member has been invited to play golf by an acquaintance who belongs to a country club, and under the rules of the club, the guest of a club member plays without any fee. Nevertheless, the Member’s use of the course would be deemed a gift to the Member from his host, having a value of the amount that the country club generally charges for a round of golf.¹²⁶

While the facts here are more complex, the same principle applies: even if Draper and Kramer at some point waived its right to collect overdue rent from Representative Rush, and even if Draper and Kramer lost nothing by allowing Representative Rush to use the space, the office still had value to Representative Rush. That value was a gift to Representative Rush.

The facts here bear some resemblance to those in the *Carib News* matter, where several Members accepted gifts of travel from a private trip sponsor. An investigative subcommittee (ISC) determined that some of the travel expenses were in fact paid by other entities,

¹²¹ *Meyers v. Kissner*, 149 Ill.2d 1, 12 (1992).

¹²² See *Bremer v. Bremer*, 411 Ill. 454, 468, 104 N.E.2d 299 (1952).

¹²³ See Exhibit 6.

¹²⁴ While laches is a defense generally applicable in actions for equitable relief—while a suit for unpaid rent would be an action at law—the Illinois Supreme Court has held that “laches analysis is no longer mechanically applied to all actions denominated equitable, particularly where such an application would frustrate the intent of the legislature.” See *Sundance Homes v. County of Du Page*, 195 Ill. 2d 257, 271 (Ill. Feb. 16, 2001). Further, laches may apply where a plaintiff seeks both legal and equitable remedies. See *General Auto Service Station, LLC v. Garrett*, 2016 IL App (1st) 151924, at 4 (Mar. 2, 2016). It appears that would be true if Draper and Kramer sought to enforce the lease with Representative Rush, as it would sue for both legal relief (unpaid rent) and the equitable remedy of eviction.

¹²⁵ *House Ethics Manual* (2008) at 32 (hereinafter *Ethics Manual*).

¹²⁶ *Id.*

which could not sponsor private travel.¹²⁷ The ISC thus attempted to determine the value of these impermissible gifts to the Members. One sticking point was the air travel several Members accepted; according to the airline that provided tickets to the private trip sponsor, the tickets were “promotional,” and were thus supplied at no cost.¹²⁸ Given this, the Committee found that the value of the tickets “should have been reported . . . at the fair market value pursuant to the gift rule because the tickets had no face value.”¹²⁹ This presented a different issue: the airline “advised the Subcommittee that an actual value for the tickets could not be determined because of the nature of the promotional tickets. However, they subsequently provided the walk-up fare that would have been charged if the tickets were purchased the day of travel at the ticket counter.”¹³⁰ Ultimately, the ISC concluded that Members should be required to repay this “walk-up fare” for their flights,¹³¹ even though the private trip sponsor would not have waited until the last minute to arrange Member travel, and the walk-up fare was likely higher than the fare for an advance purchase.

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

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

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

¹²⁷ See *Carib News* at 111.

¹²⁸ See *id.* at 111–13.

¹²⁹ See *id.* at 119. The Committee applied House Rule XXV, clause 5(a)(1)(B)(ii): “A gift of a ticket to a sporting or entertainment event shall be valued at the face value of the ticket or, in the case of a ticket without a face value, at the highest cost of a ticket with a face value for the event. The price printed on a ticket to an event shall be deemed its face value only if it also is the price at which the issuer offers that ticket for sale to the public.”

¹³⁰ See *id.* at 118, n.387.

¹³¹ *Id.* at IV.

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

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

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

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

¹³² See July 11, 2014 Submission at 1.

¹³³ See *id.* at 1.

¹³⁴ See May 27, 2014 Submission to OCE at 3.

¹³⁵ See July 11, 2014 Submission at 6.

¹³⁶ See OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 33 ("Then when I became a Member of Congress, that office—because I was a Ward Committeeman, we started having meetings in that office and Ward meetings. . . . if you're involved in Ward politics, you got to have a place where your precinct captains could meet, where your precinct captains could conduct their business, and you have regular Ward meetings. So we did that for a few years."); see also *id.* at 33–34. ("And I'm a state party official . . . so I supported a number of candidates.

Continued

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

Representative Rush has estimated that all of the non-storage uses of the office, with the exception of the non-profit organization's classes, totaled 5 days per year (at 8 hours per day) from the time he became a House Member in 1993 through 2008.¹³⁸ The Committee found the record consistent with this estimate.¹³⁹ The record also supports Representative Rush's estimate that the non-profit organization used the space for approximately 120 hours in 2007 and 2008.¹⁴⁰ However, these estimates includes uses of the space by people other than Representative Rush. Representative Rush did not lead, and was not responsible for, the non-profit's classes, and there is no reason to think he would have paid to rent space to hold the classes, if he did not have the empty Lake Meadows office. Likewise, Representative Rush's estimates include other candidates' use of the space for their local office campaigns. There is no indication Representative Rush would have rented campaign offices for any unrelated candidates.¹⁴¹ Thus, these uses of the Lake Meadows office had no replacement value to Representative Rush because he would not have paid to replace them. Further, to the extent Representative Rush allowed a non-profit organization or other candidates to use the office, the free space was a gift to *them*, not to Representative Rush.

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

That office was used primarily for meeting with those candidates, me gathering material from those candidates, me circulating material for those candidates, and that was all the way up until, I'd say [2007 or 2008], maybe longer.")

¹³⁷ See *id.* at 41 ("Since I stopped being a Ward Committeeman, then there was no need to have that office.")

¹³⁸ See July 11, 2014 Submission at 2.

¹³⁹ Although there is no daily record of use of the Lake Meadows office from 1993 through the present, contemporaneous accounts from the staff of the management company suggest the office was infrequently occupied. See, e.g., Exhibit 14 (March 24, 1997, letter to Representative Rush: "We have noticed that your Lake Meadows Shopping Center office has not been utilized for several months. Many area residents and business professionals have stopped at our office demonstrating their frustration with their inability to contact you at this location."); Exhibit 19 (June 7, 2011 email to Representative Rush's Executive Assistant: "Since someone is not always in the office, I'm wondering how we could show the space to a prospective tenant, as that need may arise."); Exhibit 20 (March 6, 2012, letter to Representative Rush: "someone is not always in that office."); see also 18(a) Interview of Property Manager A (former Property Manager of Lake Meadows Shopping Center, discussing the period from 1996 to 1998: "most of the time it was, you could see that it was dark from within, so I guess the occasional use was what I could best typify as my experience with [Representative Rush]."); 18(a) Interview of Senior Vice President B (employee of the Lake Meadows management company from 1997 to 2014: "I also never saw anyone in there, you know . . . and I was, you know, at the property off and on over the years, kind of—I didn't really view it as occupied.")

¹⁴⁰ See July 11, 2014 Submission at 2.

¹⁴¹ It appears Representative Rush did allow his sister to use the Lake Meadows office as a campaign office for her own race for Chicago Alderman in 1995. See 18(a) Interview of Representative Rush. Although this usage appears to have been sporadic and quite limited, the Committee attributed it to Representative Rush, as it benefitted his family member.

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

Representative Rush has stated that a meeting space with the same capacity as the Lake Meadows office, in the same area, currently rents for \$65 per hour.¹⁴² However, it appears the rental rate was significantly lower in previous years, and the Committee estimated the YMCA meeting space, or similar space, would have rented for no more than \$40 between 1993 and 2008.¹⁴³ Accordingly, for a total of 384 hours of usage between 1993 and 2008, the Committee estimated the replacement value of the Lake Meadows office for meeting space at \$15,360.

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

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

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

¹⁴² See July 11, 2014 Submission at 2.

¹⁴³ Rental rates are only publicly available from 2011 to present.

¹⁴⁴ See, e.g., 18(a) Interview of Shopping Center Manager.

¹⁴⁵ See *Ethics Manual* at 32 (Member may only accept an item if it fits within the value limits of the Gift Rule "even if the donor obtained the gift without charge.")

¹⁴⁶ See July 11, 2014 Submission at 3.

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

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

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

¹⁴⁷ See, e.g., *Schmidt* at 19 ("The Committee recognizes that the lawyers . . . have been representing Representative Schmidt for more than two years . . . and the legal fees for this work are substantial. For this reason, the Committee does not expect Representative Schmidt to fully pay the lawyers . . . immediately. However, Representative Schmidt must ensure that TCA does not make any further payments on her behalf to the lawyers . . . and must begin paying the lawyers . . . as soon as funds are available.")

¹⁴⁸ The hardship to a Member of repaying a gift is not, and cannot be, the basis for valuing the gift or determining whether payment is required. In prior cases, the Committee has required Members to make substantial repayments, even where the Member was unaware of the receipt or value of a gift. See, e.g., *id.* at 3 (Member required to repay a gift of \$500,000 in legal fees, "[d]espite [the Member's] apparent lack of knowledge of this arrangement," because "it was in fact improper and constituted an impermissible gift."); see also *supra* at n.102.

¹⁴⁹ See n.102, *supra*.

¹⁵⁰ A Member who receives a gift the Member cannot accept is typically directed to either return the gift to the giver or pay that person or entity the fair market value of the gift. Here, the owner of the office space, Lake Meadows Associates, waived its right to recover rent from Representative Rush. Further, the Committee found Lake Meadows Associates actually had a part in creating the conditions that necessitated this investigation. Thus, given the landlord's lack of a legal right to the repayment, the Committee did not find payment to the landlord to be the appropriate remedy. Therefore, the Committee finds that Representative Rush should repay the value of the impermissible gift, \$13,310, to the U.S. Treasury.

¹⁵¹ Representative Rush told OCE his federal campaign committee did not use the Lake Meadows office. See OCE Interview of Representative Rush (OCE's Referral, Ex. 1) at 42. However,

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

B. CONVERSION OF CAMPAIGN FUNDS TO PERSONAL USE

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

C. HOUSE RULE XXIII, CLAUSES 1 AND 2

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

the documentary record suggests at least some use of the office by Citizens for Rush over the years, including as an occasional meeting space for Representative Rush's campaign Treasurer.

¹⁵² See *Ethics Manual* at 170–71 (“At times a Member . . . has office space or other property that the person wishes to lease to the Member's campaign. . . . Such a transaction is permissible under the House Rules only if (1) there is a bona fide campaign need for the goods, services, or space, and (2) the campaign does not pay more than fair market value in the transaction. Whenever a Member's campaign is considering entering into a transaction with either the Member or one of his or her family members, it is advisable for the Member to seek a written advisory opinion on the transaction from the Standards Committee. . . . A Member and the Member's campaign staff should also review the FEC regulations on campaign transactions with a candidate or a family member of the candidate before entering into any such transaction.”)

¹⁵³ House Comm. on Standards of Official Conduct, *Report Under the Authority of H. Res 418*, H. Rept. 90–1176, 90th Cong. 2d Sess. 17 (1968).

¹⁵⁴ 114 Cong. Rec. 8778 (Apr. 3, 1968) (Statement of Representative Price).

reading of a House Rule should not overcome its ‘spirit’ and the intent of the House in adopting that and other rules of conduct.”¹⁵⁵

The Committee, after analyzing the conduct at issue in this matter under these standards, found that Representative Rush violated House Rule XXIII, clauses 1 and 2, by accepting gifts of free office space over the entire length of his time in Congress, a period of 24 years. Representative Rush has explained that he viewed the Lake Meadows office space as having very little value, that Draper and Kramer never initiated legal action to evict or force him to pay rent, and that he made only minimal use of the space, particularly since 2008.¹⁵⁶ When asked to explain why he believed he could occupy and use the office space without ever paying rent, Representative Rush stated “I never really thought about it.”¹⁵⁷ The Committee accepted Representative Rush’s explanations as genuine, including his assertion that, had the landlord taken legal action against him, he would have vacated the office space, or at least renegotiated the rent.¹⁵⁸ However, these explanations are not excuses. Further, even if Representative Rush’s explanations demonstrated compliance with the letter of the Gift Rule—which they do not—he clearly did not follow the rule’s spirit. Representative Rush knew, for more than two decades, that he occupied and made use of office space without paying for it. He should have known, as several Draper and Kramer employees confirmed, that this was a highly unusual commercial arrangement.¹⁵⁹ Yet he appears to have never questioned whether it was appropriate, particularly in light of the strict limits on gifts a Member may receive. In this respect, Representative Rush’s actions are comparable of those the Committee considered in *The Matter of Representative Don Young*, where the Member “was, at best, blithe with respect to the question of gift rule compliance,” and exhibited a “casual attitude” regarding the relevant rules.¹⁶⁰

In numerous matters, the Committee has found that Members violated House Rules without any intent to do so, merely because they did not pay attention to the applicable standards of conduct.¹⁶¹ As the Committee explained in the Young matter, such inattention to the rules, which results in significant or repeated violations, can justify a public reproof:

[T]here is no evidence that [the Member] actually intended to receive inappropriate gifts, or purposefully violated the rules . . . But there are a range of mindsets between completely innocent and unforgivably corrupt. Somewhere along that span sit Members who fail to exercise care that a reasonable Member would exercise in similar circumstances to ensure compliance with the Code of

¹⁵⁵ *Ethics Manual* at 17 (citing House Select Comm. On Ethics, *Advisory Opinion No. 4*, H. Rept. 95–1837, 95th Cong., 2d Sess. App. 61 (1979)).

¹⁵⁶ See July 11, 2014 Submission at 1–3; 18(a) Interview of Representative Rush.

¹⁵⁷ 18(a) Interview of Representative Rush.

¹⁵⁸ *Id.*

¹⁵⁹ See, e.g., 18(a) Interview of Senior Vice President A.

¹⁶⁰ See *Young* at 69.

¹⁶¹ See House Comm. on Ethics, *In the Matter of Allegations Relating to Representative Phil Gingrey*, H. Rep. 113–664, 113th Cong., 2d Sess. (2014) (hereinafter *Gingrey*) at 25; House Comm. on Ethics, *In the Matter of Allegations Relating to Representative Shelley Berkley*, H. Rep. 112–716, 112th Cong., 2d Sess. (2012) (hereinafter *Berkley*) at 10; House Comm. on Standards of Official Conduct, *In the Matter of Representative Richard H. Stallings*, H. Rep. 100–382, 100th Cong., 1st Sess. (1987) (hereinafter *Stallings*) at 5.

Conduct. And in cases where a Member fails to exercise that care — where they ‘should have known’ . . . or they ‘lack[ed] . . . discernible policies’ for compliance . . . the Committee has consistently reprimanded the offending Members.¹⁶²

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

D. DISCLOSURE OF IMPERMISSIBLE GIFTS

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

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

VI. CONCLUSION

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

¹⁶² *Young* at 70.

¹⁶³ *See Gingrey* at 25; *Berkley* at 11; *Stallings* at 6.

¹⁶⁴ 41 C.F.R. § 102-42.10 (2011).

¹⁶⁵ Minimal value for purposes of disclosure under EIGA is the same as that for the Foreign Gifts and Decorations Act, 5 U.S.C. § 7342(a)(5).

¹⁶⁶ *See, e.g., Schmidt* at 19–20.

¹⁶⁷ *See id.* at 19 (“Until Representative Schmidt has paid the lawyers associated with TALDF for all fees originally paid by TCA, Representative Schmidt must disclose on Schedule V of her annual Financial Disclosure Statement all outstanding TALDF-related fees which were originally paid by TCA.”) Representative Rush may avoid amending his Financial Disclosure Statements by immediately repaying the value of the gifts of office space to the U.S. Treasury. Once repayment is made, there is no longer any “gift” to disclose.

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

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

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

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

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

APPENDIX A

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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

REPORT

Review No. 14-8751

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

SUBJECT: Representative Bobby L. Rush

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

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

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

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

VOTES IN THE AFFIRMATIVE: 6

VOTES IN THE NEGATIVE: 0

ABSTENTIONS: 0

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

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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

FINDINGS OF FACT AND CITATIONS TO LAW

Review No. 14-8751

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OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

FINDINGS OF FACT AND CITATIONS TO LAW

Review No. 14-8751

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

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

I. INTRODUCTION

A. Summary of Allegations

1. Representative Bobby Rush’s state and federal campaign committees may have accepted in-kind contributions, in the form of free office rental space, in violation of Illinois state law, House rules and federal law. By accepting these contributions, Representative Rush may have accepted gifts or special favors in violation of House rules and standards of conduct. Representative Rush’s congressional campaign committee (“Citizens for Rush”) may have also made donations to the Beloved Community Christian Church (“the Church”) in violation of House rules and federal law.
2. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush’s state and federal campaign committees accepted in-kind contributions in violation of Illinois state law, federal law, and House rules.
3. The Board recommends that the Committee further review the above allegation concerning Representative Rush’s office rental space because there is a substantial reason to believe that Representative Rush accepted impermissible gifts or special favors in violation of House rules and standards of conduct.
4. The Board also recommends that the Committee dismiss the above allegation concerning Citizens for Rush’s donations to the Church because there is not a substantial reason to believe a violation of House rules, standards of conduct, or federal law occurred.

B. Jurisdiction Statement

5. The allegations that were the subject of this review concern Representative Bobby L. Rush, a Member of the United States House of Representatives from the 1st District of Illinois. The Resolution the United States House of Representatives adopted creating the Office of Congressional Ethics (“OCE”) directs that, “[n]o review shall be undertaken... by the board of any alleged violation that occurred before the date of adoption of this

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

C. Procedural History

6. The OCE received a written request for preliminary review in this matter signed by at least two members of the Board on January 28, 2014. The preliminary review commenced on January 29, 2014.² The preliminary review was scheduled to end on February 27, 2014.
7. At least three members of the Board voted to initiate a second-phase review in this matter on February 27, 2014. The second-phase review commenced on February 28, 2014. The second-phase review was scheduled to end on April 13, 2014.³
8. The Board voted to extend the 45-day second-phase review by an additional 14 days on March 28, 2014, as provided for under the Resolution. Following the extension, the second-phase review was scheduled to end on April 27, 2014.
9. Pursuant to Rule 9(B) of the OCE Rules for the Conduct of Investigations, Representative Rush made a statement to the Board on May 29, 2014.
10. The Board voted to refer the matter to the Committee and adopted these findings on May 29, 2014.
11. The report and its findings in this matter were transmitted to the Committee on June 10, 2014.

D. Summary of Investigative Activity

12. The OCE requested documentary and in some cases testimonial information from the following sources:
 - (1) Representative Bobby L. Rush;
 - (2) The Campaign Treasurer for Citizens for Rush and Friends of Bobby Rush (“Campaign Treasurer”);
 - (3) The Citizens for Rush Campaign Volunteer (“Campaign Volunteer”);
 - (4) The Church;

¹ H. Res 895, 110th Cong. §1(c) (2008) (as amended).

² A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a preliminary review is received by the OCE on a date certain. According to H. Res. 895 of the 110th Congress (hereafter “the Resolution”), the timeframe for conducting a preliminary review is 30 days from the date of receipt of the Board’s request.

³ According to the Resolution, the Board must vote on whether to conduct a second-phase review in a matter before the expiration of the thirty-day preliminary review. If the Board votes for a second-phase, the second-phase begins when the preliminary review ends. The second-phase review does not begin on the date of the Board vote.

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- (5) Angelique Chatman;
 - (6) The Head Trustee of the Church;
 - (7) A Church Core Group Member;
 - (8) Representative Rush's Son;
 - (9) Representative Rush's Brother;
 - (10) The Beloved Community Family Wellness Center ("BCFWC");
 - (11) The BCFWC Executive Director;
 - (12) A BCFWC Board Member;
 - (13) Beloved Community Family Services ("BCFS");
 - (14) Draper & Kramer, Inc.; and
 - (15) The Draper & Kramer Property Manager.
13. The OCE requested information from Angelique Chatman, Representative Rush's niece and Church administrative assistant, but Ms. Chatman failed to provide the information to the OCE. Ms. Chatman was determined to be a non-cooperating witness.

II. REPRESENTATIVE RUSH'S OFFICE RENTAL SPACE IN CHICAGO

A. Applicable Law, Rules, and Standards of Conduct

In-Kind Contributions

14. 11 C.F.R. § 100.52(a) states: "A gift, subscription, loan (except for a loan made in accordance with 11 CFR 100.72 and 100.73), advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office is a contribution."
15. 11 C.F.R. § 100.52(d)(1) states: "For purposes of this section, the term anything of value includes all in-kind contributions. Unless specifically exempted under 11 CFR part 100, subpart C, the provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services is a contribution. Examples of such goods or services include, but are not limited to: Securities, facilities, equipment, supplies, personnel, advertising services, membership lists, and mailing lists. If goods or services are provided at less than the usual and normal charge, the amount of the in-kind contribution is the difference between the usual and normal charge for the goods or services at the time of the contribution and the amount charged the political committee."

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16. 11 C.F.R. § 110.1(e) states: “Contributions by partnerships. A contribution by a partnership shall be attributed to the partnership and to each partner—

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

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

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

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

A contribution by a partnership shall not exceed the limitations on contributions in 11 CFR 110.1 (b), (c), and (d). No portion of such contribution may be made from the profits of a corporation⁴ that is a partner.”

17. The Federal Election Commission contribution limits for 2007-2008, 2009-2010, 2011-2012, and 2013-2014 are \$4,600, \$4,800, \$5,000, and \$5,200 per election, respectively.⁵

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

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

19. Illinois Elections Code, Article 9⁶, section 9-8.5 states: “Limitations on campaign contributions.

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

(b) During an election cycle, a candidate political committee may not accept contributions with an aggregate value over the following: (i) \$5,000⁷ from any individual, (ii) \$10,000 from any corporation, labor organization, or association,

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

⁵ See 2 U.S.C §§ 441a(a)(1)(A), (c).

⁶ The Article took effect on January 1, 2011.

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

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*or (iii) \$50,000 from a candidate political committee or political action committee.*⁸

16. *Illinois Elections Code, Article 9, section 9-10 states:*

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

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

20. *The House Ethics Manual states: “Moreover, under these rules, a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”*⁹

Gifts

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

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

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

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

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

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

⁹ House Ethics Manual (2008) at 123.

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a fundraising event sponsored by a political organization described in section 527(e) of the Internal Revenue Code of 1986."¹⁰

Special Favors or Benefits

25. *In the Matter of Representative Charles B. Rangel, an adjudicatory subcommittee from the Committee on Ethics found that a "landlord's tolerance of Representative Rangel's use of an apartment . . . in violation of terms of the lease . . . was a favor or benefit to Representative Rangel, which may be construed by reasonable persons as influencing the performance of his governmental duties."*¹¹
26. *The Code of Ethics for Government Service, clause 5 states that a Member should "[n]ever discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for himself or herself or for family members, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of governmental duties."*

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

27. In 1989, Representative Rush moved into an office space located at 3361 S. Martin Luther King Drive, Unit C-6, Chicago, Illinois while he was an Alderman on the Chicago City Council.¹² Representative Rush stated that he conducted city business out of the office space from 1989 until 1993 when he was sworn in as a Member of Congress.¹³ He has maintained occupancy in the space continuously since 1989.¹⁴
28. During that time as an Alderman, Representative Rush used the space as a "service office" but did not conduct any Aldermanic campaign business there.¹⁵ Rent was paid by the City of Chicago under the terms of the lease, which was approved by the Chicago Corporation Counsel.¹⁶ Draper & Kramer, Inc. corroborated that rent had been collected at some point during the tenancy.¹⁷ Representative Rush signed the lease but did not recall the terms of the document.¹⁸

¹⁰ House Rule 25, clause (a)(3) (emphasis added).

¹¹ *In the Matter of Representative Charles B. Rangel*, H. Rep. 111-661, 111th Cong., 2d Sess. (Nov. 29, 2010) at 11-12. Although a factual distinction exists in that the OCE found no evidence that Representative Rush had any official communications with Lake Meadows Associates or Draper & Kramer, Inc. during his tenancy, in *In the Matter of Representative Charles B. Rangel*, the Committee nevertheless focused on several facts present in this review: namely, that Representative Rangel was treated differently than other tenants and that Representative Rangel did not conform to the requirements of the lease and was still permitted by the landlord to reside in the apartment.

¹² Transcript of Interview of Bobby Rush, May 7, 2014 ("Rep. Rush Transcript") (Exhibit 1 at 14-8751_0036); Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0081).

¹³ Rep. Rush Transcript (Exhibit 1 at 14-8751_0033).

¹⁴ *Id.* at 14-8751_0038; Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).

¹⁵ Rep. Rush Transcript (Exhibit 1 at 14-8751_0033).

¹⁶ *Id.* at 14-8751_0037, 55.

¹⁷ Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).

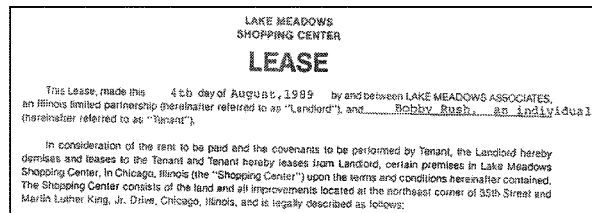
¹⁸ Rep. Rush Transcript (Exhibit 1 at 14-8751_0036).

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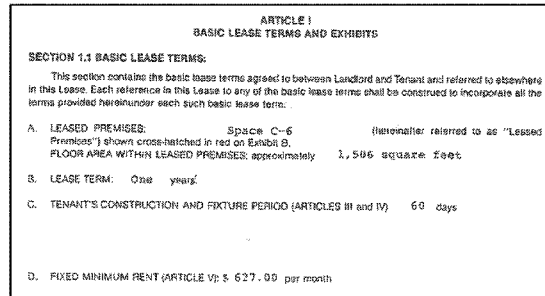
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a. The Lease

29. As shown below, the lease was executed on August 4, 1989 between “Lake Meadows Associates” as landlord, and “Bobby Rush, an individual” as tenant.¹⁹ Lake Meadows Associates is an Illinois limited partnership and a “portfolio property” of Draper & Kramer, Inc., an Illinois corporation.²⁰ Representative Rush told the OCE that “notwithstanding what’s on this lease,” he believed Draper & Kramer, Inc. to be the landlord,²¹ although not a landlord in the “typical sense.”²²



30. The basic terms of the 1989 agreement for unit C-6 call for a one year lease with a fixed minimum rent of \$627.00 per month.²³ In addition to that figure, the tenant was also responsible for a \$500.00 estimated common area charge, a \$19.00 estimated insurance charge, and a \$253.00 payment for estimated real estate taxes, bringing the total amount due to \$1399.00 per month.²⁴ In 2011, the amount due for estimated real estate taxes increased to \$600, bringing the total amount due to \$1,746.00 per month.²⁵ As of May 2014, this amount remains as the cost of leasing unit C-6.²⁶



¹⁹ Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0081).

²⁰ *Id.*; Transcript of Interview of the Draper & Kramer Property Manager, May 5, 2014 (“Property Manager Transcript”) (Exhibit 4 at 14-8751_0146) (statement made by Draper & Kramer counsel).

²¹ Rep. Rush Transcript (Exhibit 1 at 14-8751_0044).

²² *Id.* at 14-8751_0053-54. Representative Rush explained that he did not feel the landlord was required to provide the space with running water or heat. *Id.* at 14-8751_0053.

²³ Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0082).

²⁴ *Id.*; Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).

²⁵ Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).

²⁶ *Id.* The tenant was also billed additional amounts for “reconciliation” charges, reflecting actual charges in common areas, insurance, and real estate taxes. *Id.* at 14-8751_0107.

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31. The use of the office space is described in the lease as “an aldermanic office for Alderman Rush’s local Chicago political Ward, known as the Second Ward.”²⁷ The tenant’s name in the lease is “Alderman Bobby Rush.”²⁸

<p>M. USE (ARTICLE VI): As an aldermanic office for Alderman Rush's local Chicago political Ward, known as the Second Ward.</p> <p>I. TENANT'S TRADE NAME (ARTICLE VI): ALDERMAN BOBBY RUSH</p>

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

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

33. The OCE was given various accounts on how the office space was used after 1993, when Representative Rush became a Member of Congress. Representative Rush told the OCE that after he became a Member, and up until a “few years ago,” he was a Cook County Democratic Ward Committeeman and used the space to conduct “political Ward meetings” where precinct captains would conduct business.³¹
34. After his tenure as a Ward Committeeman, Representative Rush then became an Illinois state Democratic Party Central Committeeman (“State Committeeman”),³² which he remains today.³³ As a State Committeeman, Representative Rush used the office space to meet with prospective candidates for state and local elected office, gathering material from them, and circulating material for them.³⁴ He conducted meetings in that fashion until “six [or] seven” years ago.³⁵ Representative Rush later told the OCE that although there was “really no need to have” the office, “sometimes” he would “exercise some” of his responsibilities as a state Committeeman out of the office.³⁶ Representative Rush called the office his “political office . . . strictly used as a function of my State Central Committeeman.”³⁷

²⁷ Copy of Lease, Aug. 4, 1989 (Exhibit 2 at 14-8751_0082).

²⁸ *Id.*

²⁹ Property Manager Transcript (Exhibit 4 at 14-8751_0112); Response from the Draper & Kramer Property Manager (Exhibit 3 at 14-8751_0106).

³⁰ Property Manager Transcript (Exhibit 4 at 14-8751_0130).

³¹ Rep. Rush Transcript (Exhibit 1 at 14-8751_0034).

³² In 1986 Representative Rush established a state political committee named “Friends of Bobby Rush.” Today that committee serves in support of his status as a State Committeeman.

See <http://www.elections.il.gov/campaigndisclosure/committeesearch.aspx>.

³³ Rep. Rush Transcript (Exhibit 1 at 14-8751_0034).

³⁴ *Id.* at 14-8751_0035.

³⁵ *Id.*

³⁶ *Id.* at 14-8751_0042.

³⁷ *Id.* at 14-8751_0041.

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35. According to Representative Rush, up until the last “three or four years” the space was used as a gathering place to watch election returns.³⁸ Now, the office “just mostly sits there”³⁹ and has “very little value” due to the vacant and abandoned properties next to it, infestation, and dangerous environment surrounding the space.⁴⁰ Representative Rush told the OCE that he has neither “interest nor need” in using the office for personal purposes.⁴¹
36. The Campaign Treasurer told the OCE that she is the treasurer for both Friends of Bobby Rush, the Illinois campaign committee formed in support of Representative Rush’s status as a State Committeeman, and Citizens for Rush, Representative Rush’s congressional campaign committee.⁴² She stated that the office is “more like a Committeeman’s office because there may be other candidates also” who occupy the office, but that to her, “it just stays empty because the posters on the windows are from the election two years ago.”⁴³
37. The Campaign Volunteer, who has a key to the office, told the OCE that the space “has been unoccupied for at least . . . five or six years” and that “when the office is used, it’s other candidates that come there and put their posters in the windows because of him. [Representative Rush], as a State Central Committeeman, that’s part of his responsibility. . . .”⁴⁴ When asked if a lease existed, the Campaign Volunteer stated that he did not know but “always thought [the office space] was a gift.”⁴⁵ When asked what he meant by “gift,” the Campaign Volunteer responded that the City of Chicago at one time paid for use of the space and he thought that the lease was “extended” to Representative Rush after his time as Alderman.⁴⁶

c. Citizens for Rush

38. Concerning activities by Citizens for Rush in the office space, Representative Rush stated that he has not run “a campaign out of [the office space] in memory” and that he doubted ever using the space for congressional campaign purposes.⁴⁷ He stated that the Campaign Treasurer and his wife, who is paid by Citizens for Rush for her congressional campaign work, conduct all their campaign work from home.⁴⁸ Representative Rush later told the

³⁸ *Id.* at 14-8751_0035.

³⁹ *Id.* Representative Rush told the OCE that a continuous use of the office, sometime in 2007 or 2008, had been for a community program called “Hope and Healing” for at-risk youth for about eighteen months. *Id.* at 14-8751_0040.

⁴⁰ Rep. Rush Transcript (Exhibit 1 at 14-8751_0049).

⁴¹ *Id.* at 14-8751_0038.

⁴² Transcript of Interview of the Campaign Treasurer, Mar. 14, 2014 (“Treasurer Transcript”) (Exhibit 5 at 14-8751_0165-166).

⁴³ *Id.* at 14-8751_0172, 174.

⁴⁴ Transcript of Interview of the Campaign Volunteer, Mar. 14, 2014 (Exhibit 6 at 14-8751_0220).

⁴⁵ *Id.* at 14-8751_0222.

⁴⁶ *Id.* at 14-8751_0223.

⁴⁷ Rep. Rush Transcript (Exhibit 1 at 14-8751_0035, 41).

⁴⁸ *Id.* at 14-8751_0057.

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OCE that the Campaign Treasurer may use the office on Election Day, but that such use was unrelated to his election to the House of Representatives.⁴⁹

39. Although Representative Rush and his campaign staff acknowledged only incidental use of the space, especially by Citizens for Rush, Representative Rush's Brother told the OCE that he may have done some "visibility work" or "field work" for Citizens for Rush in 2012 that included making telephone calls and meeting with campaign staff in the office space.⁵⁰ He also stated that prior to 2011, he conducted campaign work in the office space and assumed that the work was done for Citizens for Rush.⁵¹
40. Representative Rush's Son told the OCE that he has worked on his father's campaigns frequently and that he has "done a lot of things for Citizens for Rush," including Election Day poll watching.⁵² When asked where he conducts his campaign work, including work for the State Committeeman candidacy, Representative Rush's Son stated that "there's a campaign office in Chicago, and it depends on the campaign . . . [i]t was on 35th and King Drive."⁵³ Representative Rush's Son later stated that he did not think he had ever worked out of the 35th and King Drive office for Citizens for Rush, but "maybe in the early days we did."⁵⁴
41. A BCFWC Board Member also told the OCE that she had volunteered for Citizens for Rush on Election Day in the past and had worked at a voting precinct.⁵⁵ She stated that she knew that Citizens for Rush had an office space at "like 34th and Lake Meadows Shopping Center"⁵⁶ and that on "Election Day, it's kind of the hub where everybody picks up their material," but "it's really just open on Election Day."⁵⁷ The last time she visited the space was in 2009 or 2010.⁵⁸
42. The Campaign Treasurer told the OCE that there's "very little activity" with Friends of Bobby Rush.⁵⁹ She is currently paid solely for her work with Citizens for Rush, when funds are available.⁶⁰ She also stated that although she completes work for Citizens for Rush at home, she uses the office space on Election Day to pay volunteers, feed volunteers, and to have a place for a "short meeting."⁶¹ Utility payments have come from

⁴⁹ *Id.* at 14-8751_0041-42.

⁵⁰ Transcript of Interview of Representative Rush's Brother, Mar. 13, 2014 (Exhibit 7 at 14-8751_0258).

⁵¹ *Id.* at 14-8751_0259.

⁵² Transcript of Interview of Representative Rush's Son, Mar. 13, 2014 ("Rep. Rush's Son Transcript") (Exhibit 8 at 14-8751_0286).

⁵³ *Id.* at 14-8751_0291.

⁵⁴ *Id.* at 14-8751_0294.

⁵⁵ Transcript of Interview of a BCFWC Board Member, Apr. 10, 2014 ("Board Member Transcript") (Exhibit 9 at 14-8751_0313).

⁵⁶ This is the same space identified as "35th and King" and 3361 S. Martin Luther King Drive, unit C-6.

⁵⁷ Board Member Transcript (Exhibit 9 at 14-8751_0314).

⁵⁸ *Id.*

⁵⁹ Treasurer Transcript (Exhibit 5 at 14-8751_0166).

⁶⁰ *Id.*

⁶¹ *Id.* at 14-8751_0171.

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Citizens for Rush funds when they are available.⁶² In late 2010 or early 2011, Citizens for Rush purchased a heating unit for the office space.⁶³

43. The Draper & Kramer Property Manager told the OCE that she did not know about Representative Rush's status as a State Committeeman and that her only knowledge of Citizens for Rush came from posters in the windows of the office space.⁶⁴ She viewed "Congressman Rush" as the tenant while noting that she based that view on the terms in the lease.⁶⁵
44. As discussed above, both Citizens for Rush and Friends of Bobby Rush conducted some degree of campaign work out of the office space since Representative Rush's election as a Member of the House of Representatives and as a State Committeeman. Further, Representative Rush explained that he does not use the "political" office in any personal capacity.

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

45. The office space landlord is Lake Meadows Associates, an Illinois limited partnership. Since November 7, 2007, Lake Meadows Associates has three general partners: D&K Investments Lake Meadows, LLC; DKIA Lake Meadows, LLC; and FC Ford Lake Meadows, LLC.⁶⁶ All three general partners are registered in Illinois as limited liability companies.⁶⁷
46. Representative Rush told the OCE that he has never paid rent for use of the office space and that he has never been asked to pay rent.⁶⁸ However, when he conducted Aldermanic work out of the office, he understood that rent was paid by the City of Chicago.⁶⁹
47. Representative Rush told the OCE that he has never received any communications from the landlord that rent was due and that he believed his presence in the space served some "benefit" to the landlord because his "name was on the door."⁷⁰ He further stated that he never felt Citizens for Rush had any obligation to pay for the office space because Citizens for Rush "never used that office."⁷¹

⁶² *Id.* at 14-8751_0177.

⁶³ *Id.* at 14-8751_0177-178.

⁶⁴ Property Manager Transcript (Exhibit 4 at 14-8751_0150).

⁶⁵ *Id.*

⁶⁶ Limited Partnership Documents (Exhibit 10 at 14-8751_0334).

⁶⁷ *Id.* at 14-8751_0333-335. Contributions from partnerships with LLC members are not treated as contributions from corporations (as prohibited by federal law, *see* 2 U.S.C. § 441b) unless the LLCs choose to be taxed as a corporation under federal tax law. *See* 11 C.F.R. § 110.1(g)(2). The OCE has obtained no evidence that any of the three LLC partners of Lake Meadows Associates has made that decision.

⁶⁸ Rep. Rush Transcript (Exhibit 1 at 14-8751_0044).

⁶⁹ *Id.* at 14-8751_0045.

⁷⁰ *Id.* at 14-8751_0046.

⁷¹ *Id.*

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48. When asked if he felt that *either* Friends of Bobby Rush or Citizens for Rush had to pay rent for use of the office space, Representative Rush told the OCE that he “probably would have felt that had someone said to me that you’re in violation of a lease . . .”⁷² Representative Rush further stated that he viewed the situation as the office “being occupied rather than me being a tenant, and that there was no expectations [*sic*] that I had for anything regarding that office from Draper and Kramer.”⁷³
49. Draper & Kramer, Inc. maintains records for the unit C-6 office space and identifies “Congressman Bobby Rush” as the account holder.⁷⁴ The company creates “lease ledgers” like the one represented below, dated November 1, 2013.⁷⁵ In it, the itemized charges for the space are listed.⁷⁶ Also listed are several entries of “w/o 2012 charges” bringing the balance to zero for the end of the year.⁷⁷

Lease Ledger					
Lease Information					
Congressman Bobby Rush 3394 So. State Drive Chicago, IL 60616		Date	11/01/2013		
		Lease Id	00001		
		Property	001798		
		Location	LAKE MEADOWS SHOPPING CTR		
		Assigned Space(s)	C060		
		Customer			
		ICC Code			
		Lease Type	Office Net		
		Sales Category	Retail Services		
		Lease Term	From: 11/10/2009 To:		
		Lease Area	1,506 (Net Rentable)		
		Monthly Rent	637.00		
		Office Phone	(312)394-4		
		Fax No			
		E-Mail			
Date	Description	Unit	Charges	Payments	Balance
06/01/12	Balance Forward	C060	637.00		9,836.69
06/01/12		C060	390.00		10,156.69
06/01/12		C060	600.00		10,756.69
06/01/12		C060	19.00		11,301.69
07/01/12	Store Base Rent (07/2012)	C060	637.00		11,938.69
07/01/12	CAM Recovery (07/2012)	C060	500.00		12,438.69
07/01/12	RE Tax Recovery (07/2012)	C060	600.00		13,038.69
07/01/12	Insurance Recovery (07/2012)	C060	19.00		13,057.69
08/01/12	Store Base Rent (08/2012)	C060	637.00		13,694.69
08/01/12	CAM Recovery (08/2012)	C060	500.00		14,194.69
08/01/12	RE Tax Recovery (08/2012)	C060	600.00		14,794.69
08/01/12	Insurance Recovery (08/2012)	C060	19.00		14,813.69
09/01/12	2011 107 Tax Reconciliation	C060	(1,675.25)		13,138.44
09/01/12	Store Base Rent (09/2012)	C060	637.00		13,775.44
09/01/12	CAM Recovery (09/2012)	C060	500.00		14,275.44
09/01/12	RE Tax Recovery (09/2012)	C060	600.00		14,875.44
09/01/12	Insurance Recovery (09/2012)	C060	19.00		14,894.44
10/01/12	Store Base Rent (10/2012)	C060	637.00		15,531.44
10/01/12	CAM Recovery (10/2012)	C060	500.00		16,031.44
10/01/12	RE Tax Recovery (10/2012)	C060	600.00		16,631.44
10/01/12	Insurance Recovery (10/2012)	C060	19.00		16,650.44
11/01/12	2009 RE Tax refund	C060	(1,383.91)		15,266.53
11/01/12	Store Base Rent (11/2012)	C060	637.00		15,903.53
11/01/12	CAM Recovery (11/2012)	C060	500.00		16,403.53
11/01/12	RE Tax Recovery (11/2012)	C060	600.00		17,003.53
11/01/12	Insurance Recovery (11/2012)	C060	19.00		17,022.53
12/01/12	Store Base Rent (12/2012)	C060	637.00		17,659.53
12/01/12	CAM Recovery (12/2012)	C060	500.00		18,159.53
12/01/12	RE Tax Recovery (12/2012)	C060	600.00		18,759.53
12/01/12	Insurance Recovery (12/2012)	C060	19.00		18,778.53
12/31/12	w/o 2012 charges	C060	(6,020.60)		12,757.93
12/31/12	w/o 2012 charges	C060	(836.23)		11,921.70
12/31/12	w/o 2012 charges	C060	(235.00)		11,686.70
12/31/12	w/o 2012 charges	C060	9.45		11,696.15
12/31/12	w/o 2012 charges	C060	(7,354.00)		4,342.15
Date	Description	Unit	Charges	Payments	Balance
12/31/12	w/o 2012 charges	C060	2,818.31		7,160.46
12/31/12	w/o 2012 charges	C060	(7,160.46)		0.00

⁷² *Id.* at 14-8751_0047.

⁷³ *Id.* at 14-8751_0053.

⁷⁴ Draper & Kramer Lease Ledger, Nov. 1, 2013 (Exhibit 11 at 14-8751_0339-340).

⁷⁵ *Id.*

⁷⁶ *Id.* These are the same charges discussed previously in the findings: \$627 rental charge; \$19 estimated insurance charge; \$600 estimated real estate tax charge; \$500 estimated common area charge.

⁷⁷ *Id.*

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50. As shown in the example email below dated December 7, 2009, the Draper & Kramer Property Manager responded to an email from the head of the real estate management department, inquiring about a recommendation to “write off any uncollectable balances from any of your respective tenants.”⁷⁸ In her response she writes “2nd Ward Democratic Party . . . \$20,044.18.” Later in the email she asks for permission to write off “Bobbie Rush.”⁷⁹

From: Wells, Dee
Sent: Monday, December 07, 2009 11:30 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

after looking at my multiple receivables i only have two:
 both for Lake Meadows Shopping Center, 2nd Ward Democratic Party . . . \$20,044.18
 -and- [REDACTED] . . . \$54,134.18 (which is the balance remaining after having
 accepted
 a cash settlement in September based on his ability to pay and negotiated by our counsel).
 Permission is requested to do those two writeoffs... Other receivables are under being addressed.

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 9:25 AM
To: Workman, Betty; Wells, Dee; Grant, Marcia; Elsmar, Jim
Cc: Gawler, Mary; Baumhart, Gena; DiCiolla, Nancy
Subject: Y/E Write offs

Will you please submit to me your recommendation, if any, to write off any uncollectible balances from any of your respective tenants?

Thanks,

Lawrence Cohen
 Senior Vice President

51. The Draper & Kramer Property Manager told the OCE that “uncollectable” means it is “something where . . . you don’t expect to collect.”⁸⁰ When asked what factors are used to determine whether rent is uncollectable, the Draper & Kramer Property Manager stated that it is “a decision made by management” depending on “the particulars of that particular tenant . . . his ability to pay, his net worth.”⁸¹
52. The OCE repeatedly asked the Draper & Kramer Property Manager why the decision was made to determine that this account was uncollectable and not to pursue the uncollected rent. The Draper & Kramer Property Manager continued to respond that the decision was a management decision and that a “precedent” had been set prior to her taking over the account.⁸² She only sought approval to continue with the precedent that had been set, a precedent she described as a “known fact.”⁸³
53. The Draper & Kramer Property Manager further stated that she did not make collection efforts on the account because she was not directed to do so.⁸⁴ Collection efforts were

⁷⁸ Email from Lawrence Cohen to the Draper & Kramer Property Manager, Dec. 7, 2009 (Exhibit 12 at 14-8751_0342-344).

⁷⁹ *Id.*

⁸⁰ Property Manager Transcript (Exhibit 4 at 14-8751_0116).

⁸¹ *Id.* at 14-8751_0117.

⁸² *Id.* at 14-8751_0117-122, 124-125.

⁸³ *Id.* at 14-8751_0123.

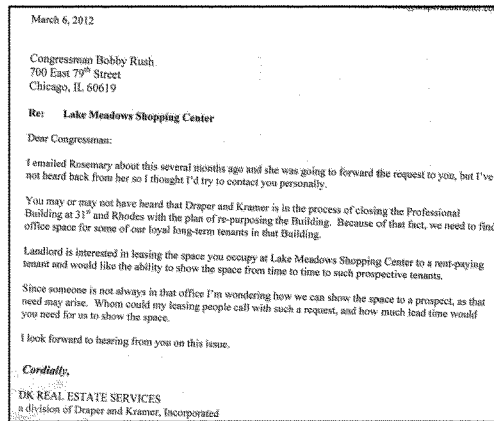
⁸⁴ *Id.* at 14-8751_0122.

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made for other tenants but not for Representative Rush.⁸⁵ When asked how many of the approximately 120 accounts that the Draper & Kramer Property Manager has under her supervision are considered entirely uncollectable, she responded with “very few.”⁸⁶ “Possibly once or twice,” in addition to this account, has the Draper & Kramer Property Manager ever written off the entirety of charges associated with an account.⁸⁷

54. As shown in the letter below dated March 6, 2012 to Representative Rush, Draper & Kramer, Inc. sought to lease the property to another tenant, considering the space valuable and rentable.⁸⁸ The Draper & Kramer Property Manager writes “[l]andlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.”⁸⁹



55. From 1993 through 2013, the amount of unpaid rent totaled approximately \$365,040 at rates of \$16,788 per year (1993-2011) and \$20,952 per year (2011-2013). From the OCE's jurisdiction date of March 11, 2008, the amount of unpaid rent totaled approximately \$110,000.⁹⁰ To date, Citizens for Rush has reported no contributions from Lake Meadows Associates or Draper & Kramer, Inc.⁹¹

⁸⁵ *Id.* at 14-8751_0122-123.

⁸⁶ *Id.* at 14-8751_0125.

⁸⁷ *Id.* at 14-8751_0135-136.

⁸⁸ Letter from the Draper & Kramer Property Manager to Representative Rush, Mar. 6, 2012 (Exhibit 13 at 14-8751_0346).

⁸⁹ *Id.*

⁹⁰ These totals do not reflect additional, actual charges that exceeded estimated monthly payments for common area, real estate tax, and insurance, totaled at the end of the year.

⁹¹ See generally Federal Election Commission database for Citizens for Rush, available at, <http://docquery.fec.gov/cgi-bin/fecimg/?C00257121>.

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56. Therefore, there is a substantial reason to believe that Representative Rush's state and federal campaign committees, as organizations over which Representative Rush exercises control, accepted excessive in-kind contributions from an Illinois partnership, and failed to report those contributions, in violation of Illinois state law, federal law, and House rules.

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

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

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

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

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

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

A. Applicable Law, Rules, and Standards of Conduct

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

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

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

⁹² See House Rule 25, clause (a)(3)(B).

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64. 11 C.F.R. § 113.1(g)(2) states the following: “Charitable donations. Donations of campaign funds or assets to an organization described in section 170(c) of Title 26 of the United States Code are not personal use, unless the candidate receives compensation from the organization before the organization has expended the entire amount donated for purposes unrelated to his or her personal benefit.”⁹³

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

65. Representative Rush is the Pastor and Teacher of the Church located at 6430 S. Harvard Street, Chicago, Illinois.⁹⁴ He helped establish the Church twelve years ago, approximately in 2002.⁹⁵ The Church is a 501(c)(3) charitable organization under federal tax law and is led by a group of Church members called the “core group.”⁹⁶ Representative Rush has never received any form of compensation for his work at the Church.⁹⁷
66. Four people are on the Church’s payroll: a drummer, the church steward, the choir director, and the organist.⁹⁸
67. On July 1, 2013 Representative Rush’s Son began employment with the Church.⁹⁹ His position with the Church is as a custodial engineer.¹⁰⁰ Representative Rush told the OCE that his son had volunteered in that role for some time until a decision was made to pay him for his services.¹⁰¹
68. According to Representative Rush’s Son, “three or four months” prior to his start date, Representative Rush’s Son inquired about the open position by asking Representative Rush if the Church needed help.¹⁰² Representative Rush told his son that he would have to ask the core group about the decision to hire him.¹⁰³ The core group then voted to hire him.¹⁰⁴
69. Representative Rush’s Son is paid bi-weekly at a rate of \$300 per week and that rate has not changed as of April 2014.¹⁰⁵ He works six or seven days a week for at least four

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

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

⁹⁵ *Id.* at 14-8751_0003.

⁹⁶ *Id.* at 14-8751_0004.

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

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

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

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

¹⁰¹ Rep. Rush Transcript (Exhibit 1 at 14-8751_0011).

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

¹⁰³ *Id.* at 14-8751_0271.

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

¹⁰⁵ Rep. Rush’s Son Transcript (Exhibit 8 at 14-8751_0278).

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hours per day and up to as many as twelve or fourteen hours per day.¹⁰⁶ The pay rate is roughly the same as the individual who held the position previously.¹⁰⁷ Representative Rush told the OCE that he had “very little” to do with the negotiations on the amount of compensation and that he thought his son negotiated the amount with the core group, on his own.¹⁰⁸

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

70. According to public reporting with the Federal Election Commission, Citizens for Rush has made approximately \$71,366 in donations to the Church since 2007.¹⁰⁹
71. In its 2013 Federal Election Commission October Quarterly Report, Citizens for Rush disclosed a \$2,100 donation to the Church, disbursed on July 23, 2013.¹¹⁰ This reported disbursement occurred after Representative Rush’s Son was hired by the Church on July 1, 2013.
72. On April 15, 2014, Citizens for Rush amended its October Quarterly Report to reflect a \$2,100 donation¹¹¹ made to BCFS, an non-profit organization that conducts after school and computer literacy programs in the community.¹¹² Representative Rush’s wife sits on the BCFS board.¹¹³ BCFS’s Executive Director submitted to the OCE that neither Representative Rush, nor any member of his family, has ever been compensated by BCFS.¹¹⁴
73. The Campaign Treasurer told the OCE that the 2013 donation, previously disclosed as made to the Church, was in fact made to BCFS.¹¹⁵ During the course of the OCE’s review, the Campaign Treasurer discussed records of the donation with the Church.¹¹⁶ The Campaign Treasurer stated that Representative Rush’s wife had signed the check and made the donation to BCFS.¹¹⁷

¹⁰⁶ *Id.* at 14-8751_0276.

¹⁰⁷ *Id.* at 14-8751_0274.

¹⁰⁸ Rep. Rush Transcript (Exhibit 1 at 14-8751_0011).

¹⁰⁹ See generally Federal Election Commission database for Citizens for Rush, available at, <http://docquery.fec.gov/cgi-bin/fecimg/?C00257121>.

¹¹⁰ 2013 FEC October Quarterly Report, filed Oct. 15, 2013 (Exhibit 16 at 14-8751_0394).

¹¹¹ 2013 FEC Amended October Quarterly Report, filed Apr. 15, 2014 (Exhibit 17 at 14-8751_0396).

¹¹² Chatman Transcript (Exhibit 14 at 14-8751_0372).

¹¹³ BCFS submission to OCE, May 6, 2014 (Exhibit 18 at 14-8751_0399).

¹¹⁴ *Id.*

¹¹⁵ Treasurer Transcript (Exhibit 5 at 14-08751_0190-191).

¹¹⁶ *Id.* at 14-08751_0190.

¹¹⁷ *Id.* at 14-08751_0192.

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74. As shown below in a bank statement, BCFS received \$2,100 from Citizens for Rush on July 23, 2013.¹¹⁸

BELOVED COMMUNITY FAMILY SERVICES INC PAYROLL ACCOUNT 6430 S HARVARD AVE CHICAGO IL 60621					
[Barcode]					
DEPOSITS					
DATE	AMOUNT	REF #	DATE	AMOUNT	
07/19	67,814.00		07/23	2,100.00	
07/23	1,080.00				

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

IV. CONCLUSION

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

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

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

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

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

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

¹¹⁸ BCFS Bank Statement (Exhibit 19 at 14-8751_0401).

EXHIBIT 1

TRANSCRIPT OF INTERVIEW OF REP. BOBBY RUSH

INTERVIEW OF CONGRESSMAN BOBBY RUSH

Present:

Paul Solis, Investigative Counsel

Scott Gast, Investigative Counsel

Congressman Bobby Rush

Scott Thomas

Transcribed By:

Julie Thompson

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, SBC.
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 1890949.

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 26 IN SAID SUBDIVISION WHICH IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF SAID SUBDIVISION, THENCE NORTH 16 DEGREES 44 MINUTES, 43 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 26 AND 1 IN SAID SUBDIVISION A DISTANCE OF 269.81 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 1.1 BASIC LEASE TERMS:

This section contains the basic lease terms agreed to between Landlord and Tenant and referred to elsewhere in this Lease. Each reference in this Lease to any of the basic lease terms shall be construed to incorporate all the terms provided hereunder 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. ~~PERFORMANCE BOND (ARTICLE VI): \$ 1,000,000 per year.~~
- F. ~~RENT FOR BASEMENT STORAGE AREA (ARTICLE II): \$ 1,000 per month.~~
~~RENT FOR BASEMENT STORAGE AREA (ARTICLE II): \$ 1,000 per month.~~
- G. INSURANCE COVERAGE (ARTICLE X): \$ 1,000,000 for injury or death of one person;
\$ 1,000,000 for injury or death per occurrence; and \$ 300,000 for property damage.
- H. USE (ARTICLE VI): As an aldermanic office for Alderman Rush's
local Chicago political Ward, known as the
Second Ward.
- I. TENANT'S TRADE NAME (ARTICLE VI): ALDERMAN BOBBY RUSH
- 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. ~~CONSTRUCTION OF CONSTRUCTION (ARTICLE III).~~
- 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. 20798553) 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 hereof. 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 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 ~~period of time~~, 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 as 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, turnover 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 liability 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 5.2.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 1.1.1. 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. Deface 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 tiers or at grade, pedestrian sidewalks and canopies, malls enclosed or open, exterior walls and windows, landscaped areas, streets, passenger vehicle roadways, truck roadways, passageways and concourses, service corridors, loading platforms and truck docks, elevators, escalators, ramps and stairs not contained in stores, directory signs and equipment, information and telephone booths, public and common washrooms and service areas, lounges and shelters and any other facilities available for common use, all as they may from time to time exist within the Shopping Center at the commencement of the term hereof and by addition, deletion and substitution by Landlord thereafter. Landlord may at any time close any common areas to effect construction, repairs, alterations, additions or changes thereto, or within the Shopping Center to prevent the acquisitions of public rights in such areas, or to discourage non-customer parking, and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. The manner in which the common areas and facilities shall be maintained, altered and operated and the expenditures therefor shall be at the sole discretion of Landlord.

SECTION 8.2 USE OF COMMON AREAS AND FACILITIES:

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

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

SECTION 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 leaseable area, shall refer to floor area on all levels, including mezzanines, basements or balconies. No deduction shall be made for columns, stairs, elevators or any interior construction or equipment, but areas within malls whether open or enclosed, shall not be included. Any change in floor area in such buildings shall be deemed in effect on the first day of the next succeeding month following such change. The floor area included within the Leased Premises shall conclusively be deemed for all purposes of this Lease to be the figure 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 whatsoever 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 feasible 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 NYLJC 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, insignia, notices, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises reasonably caused thereby, to remove any of the same from the Leased Premises, except such as shall have first received written approval of Landlord, which approval with respect to all exterior signs Landlord may at its sole discretion refuse to grant. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Leased Premises shall advertise any product. All signs located in the interior of the Leased Premises shall be in good taste so as not to detract from the general appearance of the Leased Premises or the Shopping Center. Tenant shall not use handbills or balloons for advertising at the Shopping Center;
- B. No awnings or other projections shall be attached to the exterior walls of the Leased Premises or the building of which they form a part;
- C. All loading and unloading of goods shall be done only at such time, in the areas and through the entrance designated for such purpose by Landlord;
- D. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;
- E. No radio or television or other similar device shall be installed, and no aerial shall be erected on the roof, on exterior walls of the Leased Premises or the Shopping Center, or on the grounds, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior consent shall be subject to removal without notice at any time;
- F. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without the prior written consent of Landlord;
- G. Tenant shall keep Tenant's display windows illuminated and permitted signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by Landlord;

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

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

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

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

**ARTICLE XVI
DEFAULT BY TENANT AND REMEDIES**

It is agreed that:

- A. If Tenant vacates or abandons the Leased Premises, permits the same to remain vacant or unoccupied for a period of five (5) or more days, or 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 heretofore 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 to 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 NYLJC 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 hereof, 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 affirm 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 or option for the Leased Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

SECTION 24.13 POWER OF ATTORNEY:

In the event Tenant fails to execute, acknowledge and deliver any documents or agreements required to be provided to Landlord under the terms of this Lease within ten (10) days after Landlord's written request therefor, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its place and stead so to do. Tenant does hereby irrevocably authorize any attorney of any court of record to waive issuance of process and service, to waive 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 24.16 FINANCIAL STATEMENTS:

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

SECTION 24.17 EXCULPATION:

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

SECTION 24.18 REMEDIES:

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

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

Bobby Rush

LANDLORD:
LAKE MEADOWS ASSOCIATES

By: _____

Paul G. Lasso,
Vice President

Attest: _____

R. L. Suckerman, Vice President

SECTION 24.21 AVAILABILITY OF PREMISES

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

EXHIBIT 3

**RESPONSES OF
DRAPER & KRAMER
PROPERTY MANAGER**

Responses of [REDACTED] of DK Mallon (a Draper and Kramer Company) to questions posed by Investigative Counsel Paul Solis of Office of Congressional Ethics in email of April 18, 2014 to Michael Zolanz 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 [REDACTED] -- I was beginning to ask [REDACTED]
8 [REDACTED] 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 [REDACTED]'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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covering 35:4	17:21 23:22 31:19	everybody 27:4	24:24 25:22	37:3
crossing 5:12	35:21,22	37:14	frankly 34:9	heat 12:23 15:1,23
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EXHIBIT 6

TRANSCRIPT OF INTERVIEW OF CAMPAIGN VOLUNTEER

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Scott Thomas

[REDACTED]

Transcribed By:

Julie Thompson

1 MR. SOLIS: Okay. This is Investigative Counsel, Paul
2 Solis, with the Office of Congressional Ethics.
3 I'm joined by Deputy Chief Counsel, Kedric
4 Payne, Scott Thomas, and [REDACTED].
5 [REDACTED] could you state your name for the --
6 [REDACTED] (the "Witness"): [REDACTED]
7 [REDACTED].
8 MR. SOLIS: Okay. And we'll just begin, [REDACTED], with
9 some background info on your work with Citizens
10 for Rush. So first off though, where are you
11 currently employed?
12 WITNESS: You mean where? Chicago, in the Chicago office.
13 MR. SOLIS: Okay. Do you have any other employment besides
14 Citizens for Rush?
15 WITNESS: Oh, no. I'm actually on staff --
16 MR. SOLIS: Okay.
17 WITNESS: -- part-time. I'm part-time.
18 MR. SOLIS: Okay. Are you employed anywhere else besides
19 them?
20 WITNESS: No. I'm basically retired.
21 MR. SOLIS: Okay.
22 WITNESS: I'm a retired law enforcement officer.
23 MR. SOLIS: And you said you're part-time staff Citizens for
24 Rush?
25 WITNESS: Right, right.

1 MR. SOLIS: How long have you been in that role with
2 Citizens for Rush?
3 WITNESS: About 8 -- 8 years this time, a total of 9, but
4 I've been a part of the organization over 20
5 years.
6 MR. SOLIS: Okay.
7 WITNESS: But in that role about eight years.
8 MR. SOLIS: How long have you known Congressman Rush?
9 WITNESS: About 23 years.
10 MR. SOLIS: Do you have an official title with your part-
11 time position with Citizens for Rush?
12 WITNESS: I'm the Law Enforcement Coordinator for the
13 First Congressional District.
14 MR. SOLIS: Do you do any work with Friends of Bobby Rush?
15 WITNESS: No.
16 MR. SOLIS: Okay.
17 WITNESS: What do you mean Friends of Bobby Rush?
18 MR. SOLIS: It's a -- it's a separate committee that
19 Representative Rush is affiliated with and that
20 also does some campaign work, as far as we can
21 tell. So I was just wondering if you're aware
22 of that name?
23 WITNESS: Oh, yeah. Oh, yeah. I'm aware. I'm aware of
24 Citizens for Rush.
25 MR. SOLIS: Okay.

1 WITNESS: Is that what you're referring to?

2 MR. SOLIS: I'm actually referring to another committee

3 called Friends of Bobby Rush?

4 WITNESS: Oh, yeah. I'm familiar with that.

5 MR. SOLIS: Okay. Do you do any work for Friends of Bobby

6 Rush?

7 WITNESS: No.

8 MR. SOLIS: Are you paid by Friends of -- excuse me --

9 Citizens for Rush?

10 WITNESS: No. This is all volunteer.

11 MR. SOLIS: All volunteer?

12 WITNESS: Yes.

13 MR. SOLIS: Have you ever been paid?

14 WITNESS: Many, many, many years ago, many. Maybe over

15 15, 16 years ago, you know, and that was only

16 for Election Day.

17 MR. SOLIS: Okay.

18 WITNESS: Election Day work.

19 MR. SOLIS: And what is your current sort of job

20 responsibilities and duties?

21 WITNESS: I'm -- as I said, I'm the Law Enforcement

22 Coordinator for the First Congressional

23 District. I deal with law enforcement matters.

24 I also -- I'm one of his part-time drivers. I

25 also reach out with community outreach, you

1 know. I work with different elected officials
2 and their chiefs of police, you know. I kind of
3 coordinate, you know, whatever needs to be
4 coordinated between our office and various
5 cities and counties in our district, anything
6 that pertains to law enforcement.
7 MR. SOLIS: Do you do any work for Congressman Rush's
8 official office, his House of Representative's
9 office?
10 WITNESS: Do I do any work there? I told you. I am a
11 part-time employee. I say, I drive with him. I
12 drive him sometimes, and -- and other times I
13 accompany him.
14 MR. SOLIS: Okay. Thanks for that. I'm just trying to make
15 a distinction between working for his official
16 office and then working for his campaign
17 committee.
18 WITNESS: Okay. Let me -- let me -- let me be clear.
19 When I work for his campaign committee, that's
20 only related to -- once every two years, and
21 that's with petitions. That is the extent of --
22 MR. SOLIS: Okay.
23 WITNESS: -- of what I do.
24 MR. SOLIS: Okay.
25 WITNESS: Okay. That's it. That's the extent, and -- and

1 there is no pay with that. That is volunteer.

2 MR. SOLIS: Okay. Then let me just focus on that and just

3 some questions about that.

4 WITNESS: Mm-hmm.

5 MR. SOLIS: Do you have a title in your role of the

6 volunteering for the campaign committee?

7 WITNESS: I'm one of the coordinators who circulate -- who

8 takes petitions to elected officials to have

9 them to get signatures for the Congressman, and

10 in turn, they'll call me or call another

11 coordinator and have -- have one of us to come

12 back and pick them up.

13 MR. SOLIS: Okay.

14 WITNESS: Okay. And that's -- that's the extent of it.

15 That's the extent of my work with -- with him --

16 MR. SOLIS: Okay.

17 WITNESS: -- with that.

18 MR. SOLIS: And, again, with Citizens for Rush when you're

19 doing that circulating of petitions, who do you

20 report to on the campaign committee staff?

21 WITNESS: I don't really report -- well, I can say I

22 report to -- when I'm through, I report to

23 Sheila, Sheila Jackson with the petition because

24 she -- you know, for the ones -- we use --

25 sometimes we use some volunteers who are -- who

1 are paid very minimum amounts of money to go
2 out, and I sometimes have to go by her house and
3 pick up funds to pay these -- pay these
4 circulators.
5 MR. SOLIS: Okay.
6 WITNESS: And a few people we use that -- the majority of
7 our people comes from elected officials coming
8 from (inaudible), coming from the city mayor,
9 you know, throughout the -- throughout the first
10 congressional district.
11 MR. SOLIS: Okay. Who is the management of the Citizens for
12 Rush campaign committee? Who kind of runs the
13 show?
14 WITNESS: I'm -- I'm not -- you know, I'm fully not --
15 fully not sure --
16 MR. SOLIS: Okay.
17 WITNESS: -- you know, who -- who runs the show.
18 MR. SOLIS: Okay. Could it be Sheila? Does Sheila have a
19 management role?
20 WITNESS: She is the -- she is the treasurer, okay. So I
21 don't -- I don't know who fully runs that role.
22 MR. SOLIS: Okay. And you mentioned -- so, again, the
23 campaign committee -- when you work there, you
24 said once every two years or so when it's
25 election time.

1 WITNESS: Right.

2 MR. THOMAS: Since.

3 WITNESS: Right. Since -- since -- that was the incident,

4 209, 208, 209 (sic), every two years.

5 MR. SOLIS: Okay. Okay. And when you do that, how much are

6 you working?

7 WITNESS: How much I'm working where?

8 MR. SOLIS: When you're working for the campaign committee

9 once every two years, Citizens for Rush, are you

10 working seven days a week? You working three

11 days a week?

12 WITNESS: No, no. Let me -- let me be clear again because

13 perhaps you're not understanding what I'm

14 saying. I pick up the petitions. Okay. I then

15 take these petitions out to Mayors Robins,

16 Orland Park, Orland Hills, Marcum. They, in

17 turn, they do the work, and then when they're

18 through with the work, they'll call me; or

19 they'll call someone else, come by and pick up

20 these petitions.

21 MR. SOLIS: Okay.

22 WITNESS: Okay. So -- so it may be -- you know, this is -

23 - this is not a long process. It may take -- it

24 may take a week, a week and a half off and on in

25 order to catch these people, but it's -- you

1 know, it's not -- I mean, you may work four --
2 four or five hours a day.
3 MR. SOLIS: Okay. Okay. So, you know, it's safe to say
4 every -- once every two years, when it's
5 election season, you're basically working maybe
6 a week, and it's a few hours just to pick up the
7 petitions?
8 WITNESS: Take them out and go back and pick them up.
9 MR. SOLIS: Okay. And when you do that and you pick up the
10 petitions, where are you taking them back to?
11 WITNESS: Take them back to my house.
12 MR. SOLIS: Take them to your house. Does the campaign
13 committee have an office? Do they have a space
14 that they use?
15 WITNESS: No, no. They haven't -- let me be clear on
16 something. Since 20 -- 2008 (sic), they have no
17 had really, you know, any competition. The
18 Congressman has not had any competition. For
19 the last three elections he's had no opponents.
20 So there has been no reason for him to have a
21 campaign office. We do a lot of our work out of
22 the Alderman office. Like in 2011, we did -- we
23 did work out of there. We did work out of the
24 office there, out of their office rather. Okay.
25 So he has not -- you know, he's not

1 had no reason for a campaign office since Barack
2 Obama, 2000. He has -- he has no reason for a
3 campaign office. I'm saying this is just really
4 something very basic, you know. Every two years
5 we get petitions, and this is the only work we
6 have. And this is in order to get him on the --
7 you know, get him on -- you know, on the ballot.
8 MR. SOLIS: Okay.
9 WITNESS: And that's it. Everything else is pretty much a
10 piece of cake.
11 MR. SOLIS: Okay. I see you're looking at some notes there.
12 Did you write those notes?
13 WITNESS: Yes, I did.
14 MR. SOLIS: Okay. When did you write those notes?
15 WITNESS: About three days ago.
16 MR. SOLIS: Okay.
17 WITNESS: It's not notes. It's just years, and I'm
18 recalling what I did in those -- in those years,
19 who I worked with.
20 MR. SOLIS: Right.
21 WITNESS: You know, Alderman Cochran, Alderman Lyle, okay,
22 (inaudible), Alderman Harris. You know, I went
23 there on Saturdays to help notarize and pick up
24 our petitions.
25 MR. SOLIS: Okay. Was anybody with you when you jotted that

1 stuff down?

2 WITNESS: Oh, no. No.

3 MR. SOLIS: Okay.

4 WITNESS: I did this at home.

5 MR. SOLIS: Okay.

6 WITNESS: I did this at home.

7 MR. SOLIS: So Sheila, to the extent that you know what she

8 does with the campaign committee, is she

9 operating out of an office? Where does she do

10 her campaign work from?

11 WITNESS: As I said, she does -- we don't have a campaign

12 office. So she has to be doing it from her

13 house. Okay. Whatever -- you know, whatever

14 she's doing, she's doing from her house. We

15 don't have a campaign office.

16 And if -- and if you're referring to

17 the one at 35th -- 35th and King Drive, that

18 place has been unoccupied for at least -- at

19 least six -- five or six years, okay. The

20 lights -- the lights are out all the time. The

21 burglar alarm is not working, okay. When --

22 when that office is used, it's other candidates

23 that come -- they'll come -- they'll ask to come

24 there and put their -- put their posters in the

25 windows because of him. He, as a State Central

1 Committeeman, that's part of his responsibility,
2 okay. Other than that, that office is just a
3 storage -- a storage area for, you know, a lot
4 of his old Aldermanic records there.
5 MR. SOLIS: Have you ever been to that space?
6 WITNESS: Oh, yes. I've been there.
7 MR. SOLIS: When is the last time you were at that space?
8 WITNESS: Rent? I'm sorry. You said rent?
9 MR. SOLIS: When is the last time you were physically
10 present at that -- at that --
11 WITNESS: Maybe about four months ago just to use the
12 washroom --
13 MR. SOLIS: Okay.
14 WITNESS: -- and come back out. There are no lights, no
15 gas, okay. So periodically I will drive by and
16 make sure nobody has broken -- broken into the
17 place because the area is a desolate area there,
18 you know. There -- there are no stores or --
19 you know, no stores there anymore. So it's, you
20 know, a really desolate area.
21 MR. SOLIS: So other -- and other candidates and committees
22 are using that space?
23 WITNESS: No. They only have their posters. They'll come
24 back, and they'll ask to put their posters in
25 the window. That's it. And Bobby's job as a

1 State Central Committeeman, he's obligated to do
2 that. That's it.
3 MR. SOLIS: Do you know who owns that space, that one on
4 King Drive?
5 WITNESS: It's -- it's a real estate company, you know,
6 and their office is -- is right there, you know,
7 about three -- three stores down.
8 MR. SOLIS: Okay.
9 WITNESS: Actually, there are no more stores there, and
10 their office is also basically moved out; and
11 it's just an abandoned area. So that does give
12 a little light, you know, by some posters being
13 in the window. That does give a light to the
14 area there, you know.
15 MR. SOLIS: Do you know the name of that real estate
16 company?
17 WITNESS: Could it be -- I'm not positive, but it could be
18 Draper and Kramer.
19 MR. SOLIS: Do you know if there's a lease for that
20 property?
21 WITNESS: No. I have no idea about that. I have no idea
22 about that. And I always thought it was a gift,
23 you know. I don't know. I don't know. I don't
24 have any knowledge of any lease of the, you
25 know, or the running of the that.

1 MR. SOLIS: When you say you always thought it was a gift,
2 what do you mean by that?
3 WITNESS: When you say a lease, I just thought that they
4 extended it. They extended -- you know,
5 extended it -- they extended it to him when he
6 was -- when he was Alderman, okay. They
7 extended it to him, but he -- at that time, I
8 know that the City of Chicago gave -- paid for
9 the office at that time.
10 MR. SOLIS: Okay.
11 WITNESS: And after that I don't know.
12 MR. PAYNE: You mentioned that you were there four months
13 ago. So you have access to the property?
14 WITNESS: Yeah. If -- if need be, yes.
15 MR. PAYNE: So you have a key to the property?
16 WITNESS: Yeah. I have a key --
17 MR. PAYNE: Okay.
18 WITNESS: -- along with several others. Right.
19 MR. PAYNE: Who else has a key to the --
20 WITNESS: I'm not certain. I think -- I think that Sheila
21 might have a key also.
22 MR. PAYNE: Okay.
23 WITNESS: And the Congressman.
24 MR. PAYNE: Does that space have typical office equipment,
25 copiers, desks, chairs, things like that?

1 WITNESS: They have -- they have desks there, but none of
2 the equipment is working, you know. All the
3 equipment has been -- really a lot of it is
4 antiquated, and it's just not -- just not
5 working to my knowledge.

6 MR. PAYNE: Well, one thing I just want to go back to. You
7 mentioned that it was your understanding that
8 they may have extended the lease a few years ago
9 to the congressman.

10 WITNESS: No. I didn't -- I didn't say -- I didn't say
11 they extended the lease. I said that they gave
12 them a lease when he was an Alderman.

13 MR. PAYNE: Okay.

14 WITNESS: Okay. And the City of Chicago pays for all
15 Aldermanic offices. They pay. Now after that,
16 I don't know what happened after that, and it
17 really wasn't my concern about --

18 MR. PAYNE: Okay.

19 WITNESS: -- about what happened.

20 MR. PAYNE: Alright. And I'm just trying to make sure I
21 know what you mean when you say "they." So when
22 you say "they" --

23 WITNESS: I said the City of Chicago.

24 MR. PAYNE: Okay. They is the City of Chicago?

25 WITNESS: Right, City of Chicago. Every Alderman, every

1 office, they get -- they get certain amounts of
2 money for rental of that -- that office space.
3 That's a given. It's part of the budget.
4 That's a given. Now anything other than that, I
5 don't know.
6 MR. PAYNE: Okay.
7 WITNESS: I mean, like I say, I really have no concern
8 because it's really none of my -- really none of
9 my business.
10 MR. SOLIS: Who would you say spends the most time there at
11 that space?
12 WITNESS: What you mean, now?
13 MR. SOLIS: You know, now or in the past few years.
14 WITNESS: Nobody. I'm telling you. It's -- it's been
15 almost totally unoccupied, totally, and I don't
16 know any -- you know, anyone. I said that I
17 think several times I went by, and I said that
18 several times I went by and I saw a posters of
19 current candidates in the window.
20 But, no, nobody's -- nobody's -- you
21 know, it's abandoned; that's since abandoned.
22 Nobody has been there. Nobody goes there. It's
23 abandoned other than to look and make sure that
24 -- you know, look through the windows to make
25 sure nobody has, you know, broken into the

1 place. Nobody uses it.

2 There's no purpose to use it. There's

3 no purpose, you know. He doesn't have a

4 campaign. So he doesn't -- he doesn't need that

5 -- he doesn't need an office. Okay. That's

6 just something that's just there, and it has

7 been there.

8 MR. SOLIS: You know, we've -- we haven't had a chance to

9 talk to Congressman Rush personally face-to-

10 face, but he's, you know, submitted some letters

11 to us, documents with Mr. Thomas' assistance.

12 WITNESS: Mm-hmm.

13 MR. SOLIS: And, you know, he said that, that space is used

14 minimally but on a -- on a thing like get out

15 the vote on Election Day, things like that.

16 WITNESS: Yeah.

17 MR. SOLIS: Do you recall ever Election Day where --

18 WITNESS: Oh, yeah. I recall Election Days. Oh, yeah.

19 MR. SOLIS: Okay.

20 WITNESS: Yeah. Many years ago, many years ago. And in

21 the last -- the last -- my last recollection,

22 that probably was about right when he was a

23 State Central -- no. He was the -- he was Ward

24 Committeeman. He dropped out. So it had to be

25 probably about 207, 208 (sic), you know, to my

1 knowledge.

2 MR. SOLIS: Do you ever recall being that King Drive space

3 on Election Day to get out the vote, anything

4 like that?

5 WITNESS: Oh, yes, yes. Back in -- from 1990 to -- to

6 about 2000, you know, early 2000. Oh, yeah. I

7 was there. I was a part of his organization.

8 MR. SOLIS: Okay.

9 WITNESS: Right.

10 MR. SOLIS: But 2012, 2010?

11 WITNESS: 2009, 2011, 2013, nothing.

12 MR. SOLIS: Okay.

13 WITNESS: yeah. Everything -- the only campaign that we

14 had was petitions, and that wasn't really a

15 campaign. That was just a formality of picking

16 up the petitions, taking them out to the elected

17 officials and a few other people that would help

18 us. They would circulate them for us. They

19 would call -- you know, the committeemen's would

20 call, okay, the petitions are ready. Come by

21 and pick them up.

22 MR. SOLIS: Okay. So, you know, I don't want to put words

23 in your mouth, but if you can tell me if I'm

24 mistaken.

25 WITNESS: Mm-hmm.

1 MR. SOLIS: So from 2008 or so, maybe a little bit further
2 back to now, when you go pick up those
3 petitions, you always take them home; you never
4 stop by the King Drive space?

5 WITNESS: No, no, no, no. I don't -- no. I'm -- no, no.
6 Sometimes I'll take them -- I'll take them --
7 you know, always the ones that I get I take them
8 home because I'm also a notary.

9 MR. SOLIS: Okay.

10 WITNESS: So I notarize them, and I go out to the other,
11 other elected officials; and theirs aren't
12 notarized, you know. Then they'll bring their
13 people in, and they'll notarize them in front of
14 me. And then I'll bring -- I'll bring those
15 back, and then I'll stash those in my house.
16 And I still have all copies -- all copies of
17 these petitions are stored in my house, okay.

18 MR. SOLIS: Do you know of the Beloved Community Christian
19 Church?

20 WITNESS: Oh, yeah, yeah. Yes.

21 MR. SOLIS: Okay. Are you a member of the church? Do you
22 attend?

23 WITNESS: I attend. I'm really not a member of -- really
24 not a member, you know.

25 MR. SOLIS: You know, that Congressman Rush is the pastor

1 there?

2 WITNESS: Oh, yeah.

3 MR. SOLIS: Okay.

4 WITNESS: Mm-hmm.

5 MR. SOLIS: Do you know any of his family members that might

6 work there?

7 WITNESS: I believe he has -- maybe has a niece that works

8 there to my knowledge, and that's -- that's it.

9 MR. SOLIS: And who is that?

10 WITNESS: I think that's Angelique.

11 MR. SOLIS: Okay. Do you know if she's paid by the church?

12 WITNESS: I don't know anything about the functioning of

13 that church, you know. You know, and I have a

14 business myself, okay, and I'm -- you know, I'm,

15 you know, enthralled in my business, my security

16 business with my son. So I'm not -- that's out

17 of my pay grade, and I don't know anything about

18 --

19 MR. SOLIS: Okay.

20 WITNESS: -- how they function.

21 MR. SOLIS: Okay. Do you know if Citizens for Rush, the

22 campaign committee, do you know if they've ever

23 made donations to the church?

24 WITNESS: No more than what I read in the papers.

25 MR. SOLIS: Okay.

1 WITNESS: Okay. That's it.

2 MR. SOLIS: So outside the papers --

3 WITNESS: No.

4 MR. SOLIS: -- discussions with Congressman Rush, nothing

5 like that?

6 WITNESS: Trust me. I have -- you know, I have my own

7 thing to try to -- you know, to try to keep

8 afloat, you know, my own little security

9 business to try to keep afloat, and I can't do

10 that, you know, and -- and be concerned about

11 somebody else's.

12 MR. SOLIS: I want to go back a little bit on the workings

13 of the campaign committee and your knowledge of

14 who works there. Mrs. Rush, she work for the

15 Citizens for Rush campaign committee; do you

16 know?

17 WITNESS: Yes, yeah. She -- she did some work. She did

18 some work in previous years. She did some work.

19 MR. SOLIS: What work did she do?

20 WITNESS: I don't know. I don't know what work she did,

21 you know. You'd have to ask Ms. Rush. No. I

22 don't know what work she did. I do know that

23 she -- that she did work for the campaign.

24 MR. SOLIS: How did you come to know that?

25 WITNESS: Because I saw her. I saw her.

1 MR. SOLIS: Okay. Okay. So if you -- if you've seen her
2 work --
3 WITNESS: At the office.
4 MR. SOLIS: -- so what kind of work is she doing when you've
5 seen her?
6 WITNESS: Going -- going over papers, (inaudible) papers
7 and, you know, things of that -- things of that
8 nature.
9 MR. SOLIS: And where did you see her do this?
10 WITNESS: At the 35th Street office many, many, many years
11 ago as I told you.
12 MR. THOMAS: You're not going to explain what the 35th Street
13 office is?
14 WITNESS: Oh, that's the -- that's the -- that's the
15 campaign office.
16 MR. SOLIS: So 35th and Martin Luther King Drive?
17 WITNESS: Mm-hmm.
18 MR. SOLIS: Okay.
19 WITNESS: You're right.
20 MR. THOMAS: Just to be clear, you referred to it as the
21 campaign office.
22 WITNESS: Okay. Okay.
23 MR. PAYNE: And that's what -- that's what it's referred to,
24 as the campaign office?
25 WITNESS: That was what?

1 MR. PAYNE: It is referred to as the campaign office?
2 WITNESS: Yes. Mm-hmm. It's referred to as the second
3 ward campaign office --
4 MR. PAYNE: Okay.
5 WITNESS: As to -- as to reference to the second ward
6 campaign office.
7 MR. SOLIS: Do you know when the last time Mrs. Rush worked
8 on the campaign? You mentioned it was many,
9 many, many years ago. So do you know the last
10 time she would have worked?
11 WITNESS: No. I said that I saw her --
12 MR. SOLIS: Okay.
13 WITNESS: -- meaning -- I didn't say, you know -- I said I
14 saw her working on it.
15 MR. SOLIS: Okay.
16 WITNESS: I have no idea, you know. I'm, you know, doing
17 my own -- doing my own thing. So, you know, I
18 can't speak for Mrs. Rush.
19 MR. SOLIS: Okay.
20 WITNESS: But I know that she has worked on it because she
21 and I worked on -- we worked very closely
22 together when the president challenged the
23 Congressman. We worked very closely together
24 with that -- with that, and that was probably
25 the last time that I -- that I have worked with

1 her, you know.

2 MR. SOLIS: So that was like -- that was 2000?

3 WITNESS: 2000, yes.

4 MR. SOLIS: Okay. And, again, your -- your -- the extent of

5 your knowledge of Mrs. Rush working now at the

6 campaign, did she work in 2011, 2013?

7 WITNESS: I'm -- I'm not certain, but her -- you know, I'm

8 not certain about the intricacies of the

9 campaign, you know. I'm not certain.

10 MR. PAYNE: Have you seen her, similar to the way that you

11 saw her years ago, doing -- actually in the

12 campaign office?

13 WITNESS: Well, actually, I don't -- I don't -- I haven't,

14 you know, really been by the campaign. The

15 campaign office has not been -- not been open.

16 So, consequently, I don't -- I don't know think

17 -- you know, no light and no gas. I don't think

18 that nobody would be working in there, you know.

19 So, no, I haven't. No, I haven't.

20 But I imagine that -- well, I can't

21 imagine, but I would imagine that she works -- a

22 lot of us work out of our -- out of our houses,

23 you know, since we don't have an office, you

24 know.

25 MR. SOLIS: Do you have any other questions for [REDACTED]

1 [REDACTED]?

2 MR. PAYNE: Yes. I just wanted to make sure I'm clear --

3 WITNESS: Mm-hmm.

4 MR. PAYNE: -- with what you described earlier about your

5 role as the Law Enforcement Coordinator.

6 WITNESS: Yeah. Law Enforcement Coordinator. That's a --

7 that's something that comes from Capitol --

8 Capitol Police. Each district has a Law

9 Enforcement Coordinator that helps out the

10 Congressman when he's going out to events,

11 especially after Gabby -- Representative Gabby

12 got shot, you know.

13 MR. PAYNE: Okay.

14 WITNESS: They took a lot of precautions after that, and

15 they initiated the Law Enforcement Coordinator.

16 So if there's any issues in the -- from

17 constituents or whatever concerning law

18 enforcement, then I try to, you know, get that -

19 - get that -- get that resolved in addition with

20 my working with the Congressman.

21 MR. PAYNE: Okay. So when you work in -- I'm sorry.

22 WITNESS: Go ahead.

23 MR. PAYNE: I didn't mean to cut you off.

24 WITNESS: No. I'm just --

25 MR. PAYNE: When you work in that capacity, you're working

1 for the Office, the Congressional Office?

2 WITNESS: Yes.

3 MR. PAYNE: Okay. And you volunteer for the Office, or

4 you're --

5 WITNESS: Oh, no. I'm paid.

6 MR. PAYNE: Paid part-time?

7 WITNESS: Very minimum paid, minimum, minimum paid, below

8 minimum wage.

9 MR. PAYNE: Okay.

10 WITNESS: Okay. Below minimum wage.

11 MR. THOMAS: You're not happy about that?

12 WITNESS: Just roll with the punches, you know. This is a

13 friend. I mean, this is someone that -- you

14 know, that I know, and I admire him from the

15 days of the Black Panthers. And I've been with

16 him. That's why I joined him back in 1990, you

17 know, and he's always -- you know, and I

18 respect, you know, what he -- what he has done.

19 So, no, no. A lot of stuff -- you know, a lot

20 of stuff we'll just -- you know, I'll do for him

21 just because he's a friend, even though I get a

22 paltry check.

23 MR. PAYNE: Okay.

24 MR. SOLIS: I think that's all we have for you, [REDACTED]

25 [REDACTED].

1 WITNESS: Okay.

2 MR. SOLIS: So thank you very much.

3 WITNESS: We were just starting to have fun.

4 MR. SOLIS: Well, if you want to sit around and answer

5 questions the rest of the day.

6 WITNESS: No, no, no. Not with you guys from D.C. Oh,

7 no, no.

8 MR. SOLIS: Well, thank you very much for your time.

9 WITNESS: Alright.

10 END OF INTERVIEW

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EXHIBIT 7

**TRANSCRIPT OF INTERVIEW
OF REPRESENTATIVE RUSH'S BROTHER**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

[REDACTED]

Alan Zenoff

Transcribed By:

Julie Thompson

1 MR. SOLIS: Alright. We are here with [REDACTED]. [REDACTED],
2 could you please state your name?
3 [REDACTED] (the "Witness"): [REDACTED].
4 MR. SOLIS: And we're just going to be asking you some --
5 some questions about your role with the church
6 and some background info.
7 WITNESS: Okay.
8 MR. SOLIS: What is your position or title with the Beloved
9 Community Christian Church?
10 WITNESS: I have no title. I'm just a member of the
11 church.
12 MR. SOLIS: Okay. And what is your relationship with
13 Congressman Rush?
14 WITNESS: He's my older brother.
15 MR. SOLIS: Where are you employed?
16 WITNESS: Presently I'm unemployed.
17 MR. SOLIS: Have you ever had any title or position with the
18 church?
19 WITNESS: Other than I was once the Choir Delegate. No.
20 I take it -- the Choir President.
21 MR. SOLIS: Okay.
22 WITNESS: Yes.
23 MR. SOLIS: I think we earlier spoke with the current Choir
24 President. Is that --
25 WITNESS: Right. Well, we change every year.

1 MR. SOLIS: Is that Patricia right now?

2 WITNESS: Yes.

3 MR. SOLIS: Okay. What about in the church's formation;

4 were you ever listed on any legal documents as

5 having any type of legal role at the church?

6 WITNESS: I think I was. When we first created the

7 church, we all -- you know, I think I had -- my

8 name was on something.

9 MR. SOLIS: Okay. I actually some documents here that were

10 provided to me by Mr. Zenoff, and this

11 potentially could help you refresh your memory

12 on it, just so we get an understanding of how

13 you were listed.

14 WITNESS: Okay.

15 MR. SOLIS: This is -- this is a document. This goes back

16 to 2002.

17 WITNESS: Okay.

18 MR. SOLIS: And that is the Articles of Incorporation --

19 WITNESS: Mm-hmm.

20 MR. SOLIS: -- for the church.

21 WITNESS: Mm-hmm.

22 MR. SOLIS: Actually, here's the additional page, and you'll

23 see your name there listed as an incorporator.

24 WITNESS: Okay.

25 MR. SOLIS: Do you recall signing that document or listing

1 yourself an incorporator?

2 WITNESS: Yes, I do.

3 MR. SOLIS: Okay.

4 WITNESS: Correct. (Inaudible)

5 MR. SOLIS: Are you currently listed as an incorporator of

6 the church? Are you an agent of the church in

7 any way on any legal forms?

8 WITNESS: No.

9 MR. SOLIS: Okay.

10 WITNESS: No. Not at all.

11 MR. SOLIS: Okay.

12 WITNESS: Just a member.

13 MR. SOLIS: Okay. Did somebody else take your role as a

14 registered agent for the church?

15 WITNESS: Probably so. Yes.

16 MR. SOLIS: Okay. Do you know when that -- when that

17 happened?

18 WITNESS: No. I don't know.

19 MR. SOLIS: Okay.

20 WITNESS: You know, I stopped coming to the church for a

21 while, and roles had to change because I wasn't

22 an active member of the church for a couple

23 years. So --

24 MR. SOLIS: Okay.

25 WITNESS: Now I'm back.

1 MR. SOLIS: Okay. And right now you're just simply a
2 member, no official titles?
3 WITNESS: No official titles.
4 MR. SOLIS: Are you compensated by the church in any way?
5 Are you paid by the church in any way?
6 WITNESS: No. Not at all. Not at all.
7 MR. SOLIS: Have you ever been paid by the church?
8 WITNESS: No.
9 MR. SOLIS: Okay. Do you know who Angelique Chatman is?
10 WITNESS: Yes.
11 MR. SOLIS: Are you related to her in any way?
12 WITNESS: She is one of my brother's -- one of my nieces.
13 MR. SOLIS: Okay.
14 WITNESS: Yeah. She's my niece.
15 MR. SOLIS: Do you know about her role with the church?
16 WITNESS: She's like the church secretary or something.
17 MR. SOLIS: Do you know if she's paid by the church?
18 WITNESS: I don't know. I don't know her financial
19 arrangements with the church.
20 MR. SOLIS: Jeffrey Rush.
21 WITNESS: Yes.
22 MR. SOLIS: Who is he?
23 WITNESS: He is my nephew.
24 MR. SOLIS: Okay. Do you know about his role with the
25 church?

1 WITNESS: He is kind of like the maintenance man for the
2 church, make sure everything is ready for Sunday
3 services and keeps the church kind of -- just
4 keeps everything going, you know, just to make
5 sure everything is clean and proper, looks
6 presentable. The church looks presentable.
7 MR. SOLIS: Do you know if he's paid by the church?
8 WITNESS: I don't know. I'm assuming that he is. I would
9 think so.
10 MR. SOLIS: Your older brother, Congressman Rush --
11 WITNESS: Yes.
12 MR. SOLIS: -- what's his role with the church?
13 WITNESS: He's the pastor of the church.
14 MR. SOLIS: Okay. Do you know if he has any other titles or
15 duties with the church besides pastor?
16 WITNESS: No. I think that's pretty much it, pastor of
17 the church.
18 MR. SOLIS: Okay. Do you know if he's paid by the church?
19 WITNESS: I know he's not paid by the church.
20 MR. SOLIS: And how do you know that?
21 WITNESS: Well, because he indicates that, and there's
22 been no discussion of him being paid by the
23 church.
24 MR. SOLIS: There has been a discussion?
25 WITNESS: There has been no discussion of him being paid

1 by the church?

2 MR. SOLIS: Okay. And what does he tell you, or talk about,

3 or indicate to you that he's not paid by the

4 church?

5 WITNESS: Well, there's no -- I mean, that's -- you know,

6 Sunday morning services, you know, he may

7 indicate that he's not paid by the church. And

8 any -- any indication, you know, in a

9 conversation he may tell you he's not getting

10 paid, you know. That's not why he -- why we

11 have the church is for him to get paid. He

12 knows that. The church doesn't have any money

13 to pay any --

14 MR. SOLIS: Right.

15 WITNESS: -- pay him.

16 MR. SOLIS: Does he ever talk with you about bills the

17 church might have to pay or debts that the

18 church has?

19 WITNESS: Well, yeah. I mean, you know, he may say in a

20 morning service that, you know, light bill is

21 due, you know. When he collect the offerings

22 for the church, he may indicate that the light

23 bill is due or the heating bill is due. We'll

24 collect offerings for the church to see if we

25 can pay some of those bills.

1 MR. SOLIS: Okay. Does he ever mention to you specifically
2 as opposed to the congregation? Does he ever
3 say to you individually I have -- you know,
4 these -- these debts are owed by the church;
5 these utility bills got to get paid, something
6 like that?

7 WITNESS: I'm sure we've probably, in the course of
8 conversation, probably discussed bills in the
9 church, you know, bills that the church -- due
10 for the church, heating bills, things like that.
11 Yeah. I'm sure we've -- over the years, we've
12 probably discussed that before.

13 MR. SOLIS: Do you recall if he's ever discussed how he
14 would go about paying those bills?

15 WITNESS: No. Other than paying them through the
16 offerings that we get on Sunday. That's about
17 the only thing I --

18 MR. SOLIS: Do you know how the church has revenue coming in
19 besides the offerings on Sunday service?

20 WITNESS: No.

21 MR. SOLIS: Okay. Do you know what the Beloved Community
22 Family Services Organization is?

23 WITNESS: I've heard of it, but I don't know what it is
24 other than it's -- it does community things in
25 the Englewood area, you know. It helps kids in

1 the Englewood area, which is something my
2 brother, you know, has always tried to do --
3 MR. SOLIS: Okay.
4 WITNESS: -- is to help the community.
5 MR. SOLIS: Do you know who might work for the Family
6 Services Organization?
7 WITNESS: No. I don't know who -- who is -- who is over
8 that.
9 MR. SOLIS: Okay. Carolyn Rush, Representative Rush's wife
10 --
11 WITNESS: Okay.
12 MR. SOLIS: -- do you know if she has any role at the Family
13 Services Organization?
14 WITNESS: I really don't know. I couldn't say. I just
15 don't know.
16 MR. SOLIS: Okay.
17 WITNESS: I have no -- no relationship with that -- that
18 organization. So --
19 MR. SOLIS: Okay. Beloved Community Family Wellness Center,
20 do you know what that is?
21 WITNESS: I've heard of it. It helps provide medical care
22 for the community I guess, for Englewood.
23 MR. SOLIS: Do you --
24 WITNESS: (Inaudible)
25 MR. SOLIS: Do you know who works there?

1 WITNESS: Not a clue.

2 MR. SOLIS: Okay. Kacy Rush?

3 WITNESS: My niece?

4 MR. SOLIS: Yes. Do you know about any role she has with

5 the Family Wellness Center?

6 WITNESS: No. I really don't.

7 MR. SOLIS: Okay. Do you know if any other family member or

8 Representative Rush works for either one of

9 those two organizations?

10 WITNESS: No, I don't.

11 MR. SOLIS: Okay.

12 WITNESS: I know very little about those organizations.

13 MR. SOLIS: Okay.

14 WITNESS: I know that they do good things for the

15 community, and that's about it. As far as the

16 running of them, I have no idea other than that.

17 MR. SOLIS: Does your brother -- oh, I'm sorry. I didn't

18 mean to cut you off there.

19 WITNESS: Oh, no. Go ahead.

20 MR. SOLIS: Does your brother ever talk about his role with

21 either one of those two organizations?

22 WITNESS: No.

23 MR. SOLIS: Okay. Do you know of his role?

24 WITNESS: No. I really don't.

25 MR. SOLIS: Okay. Citizens for Rush, you know what this is?

1 WITNESS: Yeah. That's a -- that's a campaign -- you
2 know, an account that he uses for his campaign.
3 MR. SOLIS: Okay. Have you ever worked for Citizens for
4 Rush?
5 WITNESS: As far as worked for them, I worked in his
6 campaigns before so, yes.
7 MR. SOLIS: Okay. Did you volunteer or were you paid by the
8 campaign?
9 WITNESS: I -- on certain occasions I volunteered. On
10 certain occasions I was paid --
11 MR. SOLIS: Okay.
12 WITNESS: -- depending on what I was doing.
13 MR. SOLIS: And have you worked on every campaign that he's
14 -- that he has been a part of?
15 WITNESS: Well, let me put it this way, either I
16 volunteered or either worked in every campaign,
17 I believe, that he's been a part of.
18 MR. SOLIS: Okay.
19 WITNESS: Or at least 90 percent of them.
20 MR. SOLIS: Does the campaign make any donations to the
21 church?
22 WITNESS: Not that I'm aware of. No.
23 MR. SOLIS: Okay. Have you spoken to your brother about the
24 fact we'd be talking to you today?
25 WITNESS: No. I haven't spoken to my brother in two

1 weeks.

2 MR. SOLIS: Okay. Are you a member of the core group?

3 WITNESS: No.

4 MR. SOLIS: Okay.

5 WITNESS: I was, but when I left for a couple years, that

6 kind of dissolved.

7 MR. SOLIS: Okay. Okay. But you obviously then know what

8 the core group is?

9 WITNESS: Yes. I know what the core group is.

10 MR. SOLIS: And, you know, what do you -- what do you know

11 about what they do?

12 WITNESS: Well, the -- the core group oversees and makes

13 decisions pertaining to the church, pertaining

14 to the operations of the church, pertaining to

15 the direction of the church, things of that

16 nature.

17 MR. SOLIS: Okay. And so as a former member of the core

18 group about how decisions are made, is it a

19 vote? Does everybody make it together?

20 WITNESS: Yes.

21 MR. SOLIS: Okay.

22 WITNESS: Yes. It's definitely a vote.

23 MR. SOLIS: Okay.

24 WITNESS: And everyone votes on -- you have an agenda, and

25 everyone votes on some things in the agenda.

1 MR. SOLIS: Does your brother, Congressman Rush, does he get
2 the final say --

3 WITNESS: No.

4 MR. SOLIS: -- on the --

5 WITNESS: No. It's a -- it's a -- it's a democratic
6 process.

7 MR. SOLIS: Okay.

8 WITNESS: You know, majority of the vote leads towards the
9 decision that they're voting on. Whatever the
10 majority is of that vote -- a majority of the
11 vote for that particular decision, that's the
12 way it goes. No. He doesn't have any final say
13 on anything from what --

14 MR. SOLIS: Okay.

15 WITNESS: -- I -- what I remember.

16 MR. SOLIS: Okay. You know, we talked to a few people, some
17 members actually of the current core group --

18 WITNESS: Mm-hmm.

19 MR. SOLIS: -- and they mentioned that a few weeks ago
20 Representative Rush and a lawyer from D.C. that
21 he has met with the core group and talked about
22 our review. So I'm wondering if you were
23 present at that meeting?

24 WITNESS: No. I'm not a member of the core group.

25 MR. SOLIS: Okay. Did you hear about that meeting? Did

1 anybody talk to you about the fact that the core
2 group met on that issue?
3 MR. ZENOFF: I had a conversation with him.
4 MR. SOLIS: Okay.
5 MR. ZENOFF: So I would say that it's confidential.
6 MR. SOLIS: Okay.
7 MR. PAYNE: Any other conversations you had outside of those
8 with your attorney concerning that meeting --
9 WITNESS: No.
10 MR. PAYNE: -- that happened with the core group?
11 WITNESS: No.
12 MR. SOLIS: Let me just check my notes. I think --
13 MR. PAYNE: I did have questions going back --
14 MR. SOLIS: Sure.
15 MR. PAYNE: -- with all the work you've done for the
16 campaign --
17 WITNESS: Sure.
18 MR. PAYNE: -- volunteering and (inaudible).
19 WITNESS: Mm-hmm.
20 MR. PAYNE: Who would you describe as the, for lack of a
21 better word, campaign manager of the campaign
22 over the past few years?
23 WITNESS: Oh, there's been several different campaign
24 managers, just depending on, you know, the
25 circumstances of his -- of his campaign, who's

1 running it.

2 MR. PAYNE: Most recently --

3 WITNESS: I'm sorry.

4 MR. PAYNE: Most recently, who's running the campaign?

5 WITNESS: Oh, I don't know. I don't -- you know, I'm not

6 sure in the most recent. The most recent would

7 be the one now, and I don't know who his

8 campaign manager is at this point. I'm not

9 involved in the campaign this year.

10 MR. PAYNE: Between --

11 WITNESS: It's not really -- it's not being contested. So

12 I don't think, you know, there's a lot --

13 MR. PAYNE: Okay.

14 WITNESS: -- of activity going on with the campaign.

15 MR. PAYNE: In 2012 when you were working on the campaign --

16 WITNESS: Mm-hmm.

17 MR. PAYNE: -- from where were you assignments coming? Who

18 was giving you tasks concerning the campaign?

19 WITNESS: Tasks concerning the campaign would probably be

20 -- would probably be him or Luanna, one of

21 those. I don't know what role she played in

22 that campaign, but --

23 MR. PAYNE: I'm sorry. What was her name?

24 WITNESS: I'm sorry? Luanna Peters --

25 MR. PAYNE: Okay.

1 WITNESS: -- maybe. Yeah.

2 MR. PAYNE: And did you have any meetings or do any campaign

3 work out of any campaign offices?

4 WITNESS: Out of the campaign offices?

5 MR. PAYNE: Yeah.

6 WITNESS: But that wasn't in the last -- I wasn't -- in

7 2012, there wasn't -- you know, it's every two

8 years. So in 2012 I don't -- I wasn't active in

9 the campaign. I think I wasn't -- I haven't

10 worked in that campaign since I want to say

11 2010, 2011, something to that effect.

12 MR. PAYNE: Okay.

13 WITNESS: Yeah.

14 MR. PAYNE: So during that time period --

15 WITNESS: Well, wait, wait, no, no, no, no. Let me think

16 about it, 2010 or 2011. Yeah. I may have done

17 some work in 2012.

18 MR. PAYNE: Okay.

19 WITNESS: Yeah. Some visibility work, field work or

20 something to that effect.

21 MR. PAYNE: And did that work in 2012 include any work --

22 were you in a campaign office? Were you making

23 calls, meeting of the campaign staff, any work

24 done in the campaign office?

25 WITNESS: Yeah.

1 MR. PAYNE: Okay. And where was that campaign office
2 located?
3 WITNESS: Well, the campaign office was on 35th.
4 MR. PAYNE: 35th and MLK?
5 WITNESS: Yeah.
6 MR. PAYNE: And did you do similar work in that office in
7 2011?
8 WITNESS: No. I don't think so. You know, last few
9 elections there hasn't been a lot of activity
10 going on.
11 MR. PAYNE: Okay. At any time prior to 2011, were you doing
12 work at 35th and MLK?
13 WITNESS: Prior to 2011?
14 MR. PAYNE: Right.
15 WITNESS: Yes.
16 MR. SOLIS: And was that work for Citizens for Rush, or was
17 that work for another type of campaign?
18 WITNESS: I'm assuming it was for Citizens for Rush.
19 Yeah.
20 MR. SOLIS: And just so I'm clear on this -- you know, I
21 asked you.
22 WITNESS: Well, are you asking -- does that question mean
23 was I working toward -- for his campaign or
24 another campaign? Is that what you're asking?
25 MR. SOLIS: Yeah. I mean, were you working for Citizens for

1 Rush, or were you working for another -- maybe a
2 state campaign, you know. Representative Rush
3 is affiliated with a state campaign called
4 Friends of Bobby Rush.
5 WITNESS: Oh, most of my campaigning has been for Bobby,
6 yeah, for Citizens for Rush --
7 MR. SOLIS: Okay.
8 WITNESS: -- I'm assuming.
9 MR. SOLIS: Okay.
10 WITNESS: And, again, it was a lot volunteer and some --
11 MR. SOLIS: Okay.
12 WITNESS: When there was funds, there may have been some
13 paid for (inaudible).
14 MR. SOLIS: You know, I asked you if you had spoken to
15 Representative Rush about the fact that we'd be
16 talking to you. You said you hadn't spoken to
17 him in a couple weeks.
18 WITNESS: Couple weeks, yes.
19 MR. SOLIS: Prior to that when you talked to him, did he
20 mention that we would be --
21 WITNESS: No.
22 MR. SOLIS: -- talking to you?
23 WITNESS: No, no. Not at all.
24 MR. SOLIS: Okay.
25 WITNESS: Not at all.

1 MR. SOLIS: I think that's everything.
2 WITNESS: Okay.
3 MR. SOLIS: So thank you very much, [REDACTED] --
4 WITNESS: Okay.
5 MR. SOLIS: -- for your time.
6 WITNESS: Alrighty.
7 END OF INTERVIEW
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EXHIBIT 8

TRANSCRIPT OF INTERVIEW OF REPRESENTATIVE RUSH'S SON

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

[REDACTED]

Alan Zenoff

Transcribed By:

Julie Thompson

1 MR. SOLIS: We are here with [REDACTED]. Would you prefer
2 [REDACTED] or [REDACTED]?
3 [REDACTED] (the "Witness"): [REDACTED] is fine.
4 MR. SOLIS: Okay. [REDACTED].
5 WITNESS: It gets us there quick.
6 MR. SOLIS: Alright. And so we're going to just ask [REDACTED]
7 [REDACTED] some questions about his role with the
8 church. So, [REDACTED], what is your position and
9 title with the church?
10 WITNESS: Well, I guess it would be maintenance, you know,
11 custodian engineer. That would probably be my
12 title over anything else.
13 MR. SOLIS: And how long have you been in that?
14 WITNESS: I think I started -- I think my start date is
15 July 1, 2013.
16 MR. SOLIS: Are you employed anywhere else?
17 WITNESS: No.
18 MR. SOLIS: Okay.
19 WITNESS: This my sole (inaudible).
20 MR. SOLIS: What were you doing before you started with the
21 church?
22 WITNESS: I worked for a management -- real estate
23 management company.
24 MR. SOLIS: Okay. In Chicago?
25 WITNESS: Yes.

1 MR. SOLIS: Okay. What do you do for them?

2 WITNESS: I was an administrative assistant, you know,

3 supervisor/maintenance supervisor over there.

4 MR. SOLIS: And how did you come to work for the church?

5 How did -- how did you make that decision? Did

6 somebody let you know that a position was open?

7 WITNESS: Well, actually -- well, I'm a member of the

8 church since the conception of the church, and

9 the other guy that did it prior to me worked for

10 the church for a while; but he died. He had

11 died actually at the church, and he was -- he

12 past, and for about a year and a half people

13 pitched in and did what they could to, you know,

14 keep it up. But they didn't have anybody steady

15 in the church to do it.

16 So I think I inquired about, you know,

17 maybe helping out if they needed help, and

18 that's how it -- because I just saw that we

19 needed somebody there, you know, that -- a go-to

20 person because it was -- as far as the upkeep,

21 it's just volunteer.

22 MR. SOLIS: Okay.

23 WITNESS: So I think I inquired about if they needed me to

24 fill in, you know, volunteer or, you know, I was

25 -- the (inaudible) let me go, so, you know

1 (inaudible) income.
2 MR. SOLIS: Who did you inquire -- who did you talk to about
3 the position?
4 WITNESS: Well, to my father. Yeah. Mm-hmm.
5 MR. SOLIS: And did --
6 WITNESS: Among other people, everybody because this is
7 not a huge church. So I think everybody
8 (inaudible), but -- did, you know. He's the one
9 that sort of (inaudible).
10 MR. SOLIS: And what did he say when you inquired about the
11 --
12 WITNESS: Well, he said, "Well, let me" -- I believe it
13 was like, "Let me think about it." You know,
14 because at the same time the church secretary
15 was leaving or giving her notice, or was telling
16 she was going to leave in a month or something
17 like that. So we were really -- and she was
18 sort of doing what the guy did too, you know, as
19 much as she could, you know. She was a 67-year-
20 old woman, but -- so they were going to get hit
21 hard.
22 So I think he -- I mentioned it to
23 him, he said, "Well, let's see," you know.
24 MR. SOLIS: Okay.
25 WITNESS: So that's -- was really what, you know, his

1 reaction was. It was (inaudible) right away.
2 MR. SOLIS: Right.
3 WITNESS: No (inaudible), you know. Let's -- let's see.
4 MR. SOLIS: And then how -- how much time passed from that
5 point until you -- until you got the job?
6 WITNESS: It might have been a few months. It might have
7 been a few months, maybe three or four months I
8 think. Yeah. Yeah. It was a few months.
9 MR. SOLIS: Do you know if he talked to the core group about
10 it?
11 WITNESS: Yeah. I hope that -- that was what -- yeah,
12 yeah. I know he talked to the core group about
13 it --
14 MR. SOLIS: Okay.
15 WITNESS: -- because he said -- I mean, in that interim,
16 in those months, he said, "Well, I can't make
17 the decision myself. It has to go through the
18 core group, and, you know, if we can get an okay
19 from the core group, then that's -- you know,
20 then it will be fine." So that's how -- yeah.
21 He did talk to the core group.
22 MR. SOLIS: Okay.
23 WITNESS: Mm-hmm.
24 MR. SOLIS: And he -- and he mentioned that about the core
25 group when you first talked to him about --

1 WITNESS: Well, when I initially said, "Hey, if you need
2 me, I'm -- I need some money, you know. You got
3 a position, you know. I can do it, you know.
4 Keep in mind, I can't want to do this the rest
5 of my life, but I need something in my pocket."
6 So --
7 MR. SOLIS: Right.
8 WITNESS: -- I -- so initially it didn't get into the core
9 group, but then I think, you know, so what about
10 (inaudible). "Well, I'm going to -- it might
11 work -- it might work out good. Let me bring it
12 before the core group and see what happens."
13 MR. SOLIS: Okay. Okay.
14 WITNESS: That's how it went.
15 MR. SOLIS: Okay. And how were you informed that you got
16 the job?
17 WITNESS: Dude, it was like, "Hey, Jeff, I got some guys
18 that are working on the" -- they were doing the
19 chapel. So this was probably on a Monday
20 morning, or I don't know when July 1st was.
21 MR. SOLIS: Okay.
22 WITNESS: But, "Hey, Jeff, can you be at the church at
23 9 o'clock?"
24 MR. SOLIS: Yeah.
25 WITNESS: That's when I was informed to help these guys

1 with, you know, whatever they need you to help
2 with, and then -- and they're going to show you
3 because they were actually doing maintenance --
4 or they were doing reconstruction in the church
5 for almost a year. So they were going to show
6 me, you know, where the circuit breaker was --
7 MR. SOLIS: Right.
8 WITNESS: -- and all this other stuff. So -- you know, so
9 that was the first day of work was like I got a
10 call at 8:00, "Jeff, can you be there by 9:00,"
11 and that was it.
12 MR. SOLIS: And who gave you that call?
13 WITNESS: My father. Yeah.
14 MR. PAYNE: Just so I'm clear, so during that time period
15 when you asked for a job, saying, look, I'm
16 available and that three-month time period when
17 it was going through the core group, where there
18 issues in the core group that were slowing down
19 the actual --
20 WITNESS: No. I just think -- I just think -- no. I
21 don't think there were issues. I just think,
22 you know, my father and, you know, (inaudible)
23 on it just -- you know, I think that's more of
24 what it was mostly. It was just, oh, yeah.
25 Okay.

1 MR. PAYNE: Right.

2 WITNESS: Oh, yeah. That's right. I was supposed to talk

3 to the core group about it, you know. I think

4 that's what it was mostly.

5 MR. SOLIS: When -- when he told you -- or he asked you if

6 you could be there at 9:00 in the morning that

7 day --

8 WITNESS: Mm-hmm.

9 MR. SOLIS: -- did he say the core group approved you, or

10 did he just say can you be there at 9:00 in the

11 morning?

12 WITNESS: Well, I think he had told me before they had no

13 problem with it.

14 MR. SOLIS: Okay.

15 WITNESS: You know, and I'm not sure what date that it was

16 that he said that, but I -- you know, he was

17 like -- I believe he said that he ran it through

18 the core group, and nobody in the core group had

19 a problem with it. So --

20 MR. SOLIS: Okay. At any point did you guys, with your dad,

21 did you discuss how much you get paid?

22 WITNESS: Yeah. Well, roughly I'm bringing home \$300 a

23 week. It's not a lot, but that's what he was

24 getting. So that's what you'll be getting, you

25 know. So that's what -- that's what it was. I

1 was like, wow. Is that really it? But, okay.
2 So 300 is better than zero.
3 MR. SOLIS: Yes, it is. Yes, it is.
4 WITNESS: So that's how it was discussed.
5 MR. SOLIS: Okay.
6 WITNESS: Yeah.
7 MR. SOLIS: Was there any negotiation with your dad about
8 it?
9 WITNESS: As far as?
10 MR. SOLIS: You know, you gave a higher number, and then you
11 guys went back and forth deciding how much --
12 WITNESS: Oh, to negotiate, no. There was no negotiation
13 about it. It was -- that's what Lamone was
14 making. I wasn't -- I wasn't (inaudible) a
15 whole lot. That's what it was. I was -- you
16 know, I was only given (inaudible) 250, \$300 a
17 month.
18 MR. SOLIS: Okay.
19 WITNESS: I mean, a week. So that's -- it was not to be --
20 -- have to be. Like, okay. This wasn't a
21 negotiation (inaudible) if you want to call the
22 un-negotiation we had.
23 MR. SOLIS: And so you think about July 1, 2013 --
24 WITNESS: Yes, sir.
25 MR. SOLIS: -- is when you started?

1 WITNESS: I think that -- I'm pretty sure that's what my
2 start date is. Yeah.
3 MR. SOLIS: And you're still currently still employed --
4 WITNESS: Yeah.
5 MR. SOLIS: -- by the church?
6 WITNESS: Mm-hmm. Mm-hmm.
7 MR. SOLIS: Okay. How many days a week are you working at
8 the church?
9 WITNESS: It -- probably six if not seven days a week.
10 MR. SOLIS: Okay. And how many hours would you say a day?
11 WITNESS: It could be at least four and maybe sometimes
12 like Saturday I think I work 12, 14 hours. So
13 there's no set schedule.
14 MR. SOLIS: Okay.
15 WITNESS: Yesterday I got a call in -- I was going to take
16 the day off yesterday, and one of the stained
17 glass windows blew in. So I got called, you
18 know.
19 MR. SOLIS: It was a big mess, right?
20 WITNESS: Right. So -- you know, so I'm always on-call,
21 and it's not uncommon for me to, you know, have
22 -- you know, especially in the wintertime, get
23 up early to make sure that, you know, grounds
24 are taken care of.
25 MR. SOLIS: Okay.

1 WITNESS: So there's no set schedule, but at least more
2 than 40 hours a week. I'll put it to you like
3 that.
4 MR. SOLIS: Okay. Okay.
5 WITNESS: So maybe after all that we can talk about --
6 MR. SOLIS: (Inaudible)
7 WITNESS: (Inaudible)
8 MR. SOLIS: You know, so you're paid biweekly?
9 WITNESS: Biweekly, yes. Every two weeks I'm paid.
10 MR. SOLIS: Okay.
11 WITNESS: Yeah.
12 MR. SOLIS: Okay.
13 WITNESS: Mm-hmm.
14 MR. SOLIS: Anything beyond that, beyond just a regular
15 paycheck? At the end of the year, do you get
16 any other cash payment, a bonus?
17 WITNESS: No. Not at all. No, no, no. I -- actually, I
18 teased like, "Did I -- did I not get my
19 Christmas envelope?" No. Angelique, who you
20 met before, there's no.
21 MR. SOLIS: Okay.
22 WITNESS: So I understood. It's, you know, a struggling
23 church, and we're trying to -- trying to make a
24 -- you know, make a difference. So --
25 MR. SOLIS: And so that rate is -- is 600?

1 WITNESS: Yeah. That's my gross -- yeah, that's gross,
2 600, yeah.
3 MR. SOLIS: Six hundred every two weeks?
4 WITNESS: Every two weeks. Yeah.
5 MR. SOLIS: Okay. Was your rate of pay changed from July 1,
6 2013, to the present?
7 WITNESS: No, sir.
8 MR. SOLIS: Okay.
9 WITNESS: Not at all.
10 MR. SOLIS: Okay. Are you in the core group?
11 WITNESS: No.
12 MR. SOLIS: Okay.
13 WITNESS: No.
14 MR. SOLIS: What is your dad's role with the church?
15 WITNESS: Pastor, teacher, spiritual leader.
16 MR. SOLIS: Does he hold any other position, titles that
17 you're aware of?
18 WITNESS: Not that I'm aware of. No, no.
19 MR. SOLIS: Who pays the bills of the church?
20 WITNESS: Now, when you say "pays the bill," who writes
21 the checks for the bills, or who -- when you say
22 physically pays the bills? I guess it would be
23 Angelique because she does all of the business
24 office. So she would write the checks for it
25 and dispense them. Yeah.

1 MR. SOLIS: Is there another way that you're thinking of
2 paying the bills?
3 WITNESS: No. I was just thinking like who pays -- I
4 didn't know if you meant a source of where the
5 bills come from, which would, you know, the
6 members of the church, tithes, offerings. So
7 that's what I'm thinking. That's the point I'm
8 getting.
9 MR. SOLIS: Okay.
10 WITNESS: Mm-hmm.
11 MR. SOLIS: Okay. So Angeliqne would write -- write checks?
12 WITNESS: Who physically pays the bills, yes. Uh-hun.
13 MR. SOLIS: Do you know if your dad writes checks and pays
14 bills?
15 WITNESS: Not to my knowledge. I don't know because I've
16 always had Ned Stanley and -- or (inaudible)
17 calling in for his checks to be signed or for
18 Angeliqne to sign checks. So that's I believe
19 is who signs checks.
20 MR. SOLIS: Ned and Angeliqne sign checks?
21 WITNESS: Yeah.
22 MR. SOLIS: Okay.
23 WITNESS: Yeah.
24 MR. SOLIS: What does Ned sign checks for?
25 WITNESS: I've -- believe he's been -- that's been

1 authorized on the church account. He's an
2 authorized user or a signer. I'm not sure what
3 his -- I'm not sure. I know my checks says Ned
4 and Angelique on it.
5 MR. SOLIS: Okay. And it has actually those two names on
6 the check?
7 WITNESS: Uh-huh. I believe so.
8 MR. SOLIS: Okay. Do you know if your dad is ever paid by
9 the church?
10 WITNESS: No. I know that for sure. No.
11 MR. SOLIS: And how do you know that for sure?
12 WITNESS: Well, being it's a running -- it's a joke. It's
13 a running joke that we actually -- yeah. That
14 we owe him money and so -- right. Sure, yeah.
15 Yeah. He's never been paid.
16 MR. SOLIS: What about your mom? What about Carolyn? Is she
17 -- is she ever paid by the church?
18 WITNESS: No, no. Eun-uh. No.
19 MR. SOLIS: Okay.
20 WITNESS: No.
21 MR. SOLIS: Do you know Beloved Community Family Services
22 Organization? Do you know that organization?
23 WITNESS: Yes.
24 MR. SOLIS: Okay. What do you know about that?
25 WITNESS: It's a family services organization. They do

1 everything from like helping -- we have -- they
2 have an afterschool program. In the summertime
3 they have a summer school, things like that. So
4 it's just to try to plug people into resources
5 in the community.
6 MR. SOLIS: Okay.
7 WITNESS: Assistance.
8 MR. SOLIS: Okay. And do you know who works there?
9 WITNESS: I know -- yeah. I think there are about four or
10 five employees. I'm not sure if they're all
11 full-time. I don't know their statuses, but I
12 know a few of the people there. Yeah.
13 MR. SOLIS: Okay. And who do you know who works there?
14 WITNESS: I know Delphine, Mr. Hoarde.
15 MR. PAYNE: I'm sorry, Mr. ?
16 WITNESS: Hoarde.
17 MR. PAYNE: Okay.
18 WITNESS: Hoarde. I'm not sure what Michael's last name
19 is, and Lakesha Williams, and also Cynthia
20 Rashid is the last person. There's one more
21 guy, but I don't think I know his -- I don't
22 know his name. He's -- he comes in part-time.
23 So I'm not sure.
24 MR. SOLIS: Does your mom have any role at the church -- I'm
25 sorry -- with the Family Services Organization?

1 WITNESS: I'm not sure what -- what her role with the
2 church. I know she's -- I don't have that --
3 no. I don't know if she's a member of the board
4 or a member of the Family Services. I'm not
5 sure what her role is, if any.
6 MR. SOLIS: Okay. You mentioned member of the board. Does
7 that ring any bells about her -- her role with
8 Family Services?
9 WITNESS: No. Just -- you know, I was thinking of -- you
10 know, because I know it has a board, but I don't
11 know if she's a member of that board or not.
12 MR. SOLIS: Okay. Okay. What about Beloved Community
13 Family Wellness Center? Do you know what that
14 is?
15 WITNESS: That's a clinic. Yes.
16 MR. SOLIS: Okay.
17 WITNESS: Sure.
18 MR. SOLIS: Okay. Do you know who works there?
19 WITNESS: No. Not like -- just I know two people that
20 work there. I think -- and I only know her
21 name, Margie. I'm not sure what Margie's last
22 name is. Margie Johnson I think it is, Margie
23 Johnson, and then Joyce. Joyce -- I'm not sure
24 what Joyce's last name is.
25 MR. SOLIS: Do you know who Kacy Rush is?

1 WITNESS: Yes. Mm-hmm.
2 MR. SOLIS: Who is Kacy Rush?
3 WITNESS: My sister.
4 MR. SOLIS: Okay.
5 WITNESS: Yeah.
6 MR. SOLIS: Do you know if she has any role at the Wellness
7 Center?
8 WITNESS: I think Kacy might be on the board of the
9 Wellness Center.
10 MR. SOLIS: Okay.
11 WITNESS: And I -- I think that what her capacity might be
12 is, is being on the board at the Wellness
13 Center.
14 MR. SOLIS: Okay.
15 WITNESS: Yeah.
16 MR. SOLIS: Does she ever talk about it with you?
17 WITNESS: No. I mean, she'll say, "We had a meeting," you
18 know. "The board had a meeting today," but not
19 content of what that meeting was or anything
20 like that.
21 MR. SOLIS: Okay. Is she paid by --
22 WITNESS: No.
23 MR. SOLIS: -- the Family Wellness Center?
24 WITNESS: No.
25 MR. SOLIS: Okay. Do you have any other family members

1 that, either a volunteer or paid capacity, work
2 on a board, that work at any of those two
3 entities, the Family Services Organization or
4 the Family Wellness Center, any other family
5 members?

6 WITNESS: No. I don't think there are any other. No.

7 MR. SOLIS: Okay.

8 WITNESS: I'm pretty sure that (inaudible) family members
9 who work (inaudible).

10 MR. SOLIS: Okay.

11 WITNESS: No.

12 MR. SOLIS: Do you know about the relationship between the
13 church and those two organizations? Is there
14 any relationship?

15 WITNESS: No. They're pretty much three separate entities
16 (inaudible). Yeah. I don't think we -- I mean,
17 I think they're both -- all three -- I think
18 they're all three just separate entities. We
19 don't have really -- I don't -- you know, the
20 church member doesn't, you know -- we don't hang
21 out in the clinic or -- or with -- you know, so
22 I don't think there's a relationship we have --

23 MR. SOLIS: Okay.

24 WITNESS: -- just being with it.

25 MR. SOLIS: Did your -- do you know if your -- your father

1 had something to do with starting those two
2 organizations or founding them?
3 WITNESS: I would -- you know what, I would be speculating
4 if I said yes because, I mean, I assume so
5 because it's Beloved Community, but that's -- I
6 couldn't make a knowledgeable --
7 MR. SOLIS: Okay.
8 WITNESS: -- statement on that.
9 MR. SOLIS: Does he ever talk to you about those two
10 organizations?
11 WITNESS: No.
12 MR. SOLIS: No?
13 WITNESS: I mean, not of any subsequence, no.
14 MR. SOLIS: Did the church give money to those two
15 organizations to make donations?
16 WITNESS: I wouldn't know that.
17 MR. SOLIS: Do you know what Citizens for Rush is?
18 WITNESS: I think it's my -- or the campaign end of --
19 yeah. I think it's the campaign -- it's a
20 campaign organization. Mm-hmm.
21 MR. SOLIS: Your father's campaign?
22 WITNESS: I think so. Yeah.
23 MR. SOLIS: Have you ever done any work for the campaign?
24 WITNESS: Well, yeah. I mean, I grew up working the
25 campaigns. So, yeah. I mean, not always paid,

1 but I did them. I'm sure I've done a lot of
2 things for Citizens for Rush, you know. Yeah.
3 MR. SOLIS: And so you've had paid and non-paid positions
4 with the campaign?
5 WITNESS: Well, just -- well, I guess I could say they
6 were paid, just Election Day, you know, Election
7 Day, you know, poll watching, or, you know,
8 Election Day stuff like that, but not as an
9 administrator or anything like that. So, yeah,
10 I guess you could say.
11 MR. SOLIS: Okay. Okay. Did your mother work for the
12 campaign, Citizens for Rush?
13 WITNESS: I'm not sure if she does or not. I don't -- I
14 don't know. Like I said, I couldn't say if she
15 is a -- you know, is a member or if she's ever
16 worked officially. It's hard, you know. I
17 couldn't say.
18 MR. SOLIS: Okay. Does she ever talk to you about --
19 WITNESS: No.
20 MR. SOLIS: -- working on the campaign?
21 WITNESS: No.
22 MR. SOLIS: Okay. Has your father's campaign made donations
23 to the church?
24 WITNESS: I guess so. Yeah. Not that I know of, but I've
25 hear -- but I've heard. After all this started,

1 this is the first of my knowledge of it. So --
2 MR. SOLIS: Okay.
3 WITNESS: So, yeah, apparently so. That's why we're here.
4 MR. SOLIS: I was just going to ask you how you came to hear
5 about it.
6 WITNESS: Yeah. That's -- this is it. Yeah.
7 MR. SOLIS: Okay.
8 WITNESS: Yeah.
9 MR. SOLIS: I wanted to ask about Angelique, Angelique
10 Chatman.
11 WITNESS: Sure.
12 MR. SOLIS: Are you related to her?
13 WITNESS: Yeah. She's my cousin.
14 MR. SOLIS: Okay.
15 WITNESS: Mm-hmm. Yeah. Mm-hmm.
16 MR. SOLIS: What is her job title at the church?
17 WITNESS: I guess she would be the administrative
18 assistant. Yeah.
19 MR. SOLIS: How many days a week is she at the church?
20 WITNESS: Oh, six days. Yeah, six days.
21 MR. SOLIS: And how many hours does she work?
22 WITNESS: She's there from probably 9:00 to 4:00, 9:00 to
23 5:00, yeah, some days longer.
24 MR. SOLIS: Is she paid by the church?
25 WITNESS: As far as I know. I believe so. Yes, sir. I

1 would assume so. Yes. Mm-hmm.

2 MR. SOLIS: Why would you assume it?

3 WITNESS: Because I am. I mean, we're the only two

4 employees of the church.

5 MR. SOLIS: And how do you know that she's an employee of

6 the church?

7 WITNESS: I don't know for sure. I'm just assuming that

8 she is. I'm not sure about that.

9 MR. SOLIS: Okay. Are there any other people who are paid

10 by the church, musicians, anybody like that?

11 WITNESS: Musicians, yeah. I think -- I believe, yeah,

12 because they come in and get their paychecks

13 when I come to get mine. Yeah. So that's when

14 I see them, payday. Yeah. So, you know, I

15 believe the musicians are, and I would think

16 that would be as far as like on a regular basis.

17 I mean, they always contract out for, you know -

18 - you know, other work like snow removal, you

19 know.

20 MR. SOLIS: Right.

21 WITNESS: But as far as -- I think it's just the

22 musicians. Yeah.

23 MR. SOLIS: Okay.

24 WITNESS: Mm-hmm.

25 MR. SOLIS: Have you talked to your dad about the fact that

1 we'd be speaking with you today?

2 WITNESS: Sure. Uh-huh.

3 MR. SOLIS: What did you guys talk about?

4 WITNESS: Nothing. We didn't talk about like -- I think I

5 mentioned, "I've got to go in front of the

6 Ethics Committee. We all have to be done."

7 "Really? Well, is that tomorrow?" "Yeah. It's

8 tomorrow." "Okay." You know, and that was it.

9 "What did the guy say about the window?" That's

10 how that went. That's exactly how it went.

11 MR. SOLIS: Have you spoken at all with any lawyers

12 associated with your dad?

13 WITNESS: I don't know if he was the lawyer at the time,

14 but Scott.

15 MR. SOLIS: Scott Thomas?

16 WITNESS: Yeah. I'm not sure if he was my -- I'm not sure

17 if he was officially at the capacity of a lawyer

18 or not. I don't know if he was, but, yeah,

19 we've spoken to him. Yeah.

20 MR. SOLIS: Okay. And you said "we." "We've spoken to

21 him."

22 WITNESS: Well, we had a meeting, the core group and

23 because I was an employee of the church, he

24 thought it was important for me to be at the

25 meeting. He told us about this, you know,

1 inquiry, and Scott was there. Yeah.

2 MR. SOLIS: Okay. Did they -- did -- did Scott or the

3 Congressman go over any topics that we'd be

4 covering?

5 WITNESS: No. He didn't know -- I think at the time we

6 didn't know what the scope of what you were

7 covering would be. So --

8 MR. SOLIS: Okay.

9 WITNESS: -- he couldn't tell that.

10 MR. SOLIS: Did they talk about employees of the church or

11 anybody getting paid by the church?

12 WITNESS: "Jeff, you're the only employee." I think he

13 said -- because I think I was there. I don't

14 know if (inaudible) was there. "You're one of

15 the employees of the church, so this is why" --

16 oh, that's why I was in the meeting because I'm

17 an employee of the church. So that's -- that

18 was it though.

19 MR. SOLIS: Was that the Congressman or your dad who said

20 that, or was that Scott?

21 WITNESS: No. That was my father. Sure.

22 MR. SOLIS: Okay. So your father said you're -- you get

23 paid by the church; you're an employee of the

24 church?

25 WITNESS: Yeah. Well, yeah. Mm-hmm.

1 MR. SOLIS: Did he identify anybody else in the meeting --
2 WITNESS: No.
3 MR. SOLIS: -- who was paid by the church?
4 WITNESS: No. Not that -- not to my knowledge.
5 MR. SOLIS: Okay.
6 WITNESS: No. Not to my knowledge.
7 MR. SOLIS: Do you have any other questions? Let me just do
8 a quick check here and make sure I got
9 everything. I think that's --
10 MR. PAYNE: You said you did some -- you've always worked
11 for the campaign?
12 WITNESS: Not -- not always, not every campaign because
13 there's a lot, but on and off. Yeah. I
14 (inaudible) helped (inaudible). Sure.
15 MR. PAYNE: Where do you do the campaign work?
16 WITNESS: Where do we do the campaign work? There's --
17 well, there's a campaign office in Chicago, and
18 it depends on the campaign because -- you know,
19 because he's a Central Committeeman, like I've
20 worked for the last Mayoral campaign with Carol
21 Moseley-Braun worked that. Yeah. It was on
22 35th and King Drive. So it depends on, you know
23 -- and which candidate we're supporting, you
24 know, who we're helping out. So --
25 MR. PAYNE: Okay.

1 MR. ZENOFF: You're -- I'm -- I'd like to try and clarify it
2 a little bit. You're talking about campaigns
3 other than his runs for Congress; is that
4 correct?

5 WITNESS: Yeah. Because -- not just his campaigns.
6 I'm talking about all campaigns, you know,
7 because, like I said, he's a Central --
8 Democratic Central Committeeman, so they -- they
9 select candidates to run, slate candidates to
10 run. So like, you know, we support --

11 MR. ZENOFF: You mentioned --

12 WITNESS: Carol Moseley-Braun for Mayor.

13 MR. ZENOFF: Right. And their county --

14 WITNESS: County.

15 MR. ZENOFF: -- county candidates. Okay.

16 WITNESS: Governor.

17 MR. SOLTS: Okay.

18 WITNESS: You know, Quinn -- you know, support Quinn for
19 Governor. So, like I said, depending on who we
20 help out, you know, that determines where I work
21 out or where I report to. There's no one place.

22 MR. PAYNE: You did mention there's a Chicago office for the
23 campaign?

24 WITNESS: Yeah.

25 MR. PAYNE: What were you referring to there? What is the

1 Chicago office?

2 WITNESS: Oh, there's an office on -- I believe, it's on --

3 --Lake Meadows Shopping Center. That would be

4 35th -- 34th and -- I'm not sure that's Rhodes.

5 Maybe 34th and Rhodes, 34th and Rhodes.

6 MR. SOLIS: 34th --

7 MR. PAYNE: Rhodes?

8 WITNESS: Yeah.

9 MR. PAYNE: And you also mentioned 35th and King?

10 WITNESS: That was Carol Moseley-Braun's office, yeah, in

11 the (inaudible).

12 MR. PAYNE: And 35th and Rhodes is which campaign?

13 WITNESS: That's -- well, that's one of the campaign

14 office that I have worked on. That's my -- you

15 asked me the Chicago office.

16 MR. PAYNE: Mm-hmm.

17 WITNESS: That's Quinn I was referring to.

18 MR. PAYNE: And you were doing work then for Citizens for

19 Rush?

20 WITNESS: I've worked there or Citizens for Rush as well

21 as other campaigns. Sure. Mm-hmm.

22 MR. PAYNE: Okay.

23 WITNESS: As well as other campaigns.

24 MR. SOLIS: And have you ever worked at the 35th and King

25 space for Citizens for Rush?

1 WITNESS: I don't think so. No. I don't think so. I
2 mean, it's been a bunch of candidates, but I
3 don't know if I've ever worked for Citizens for
4 Rush there or -- maybe in the early days we did.
5 It's a long history of -- you know, so I
6 couldn't say for sure because we've had so many,
7 you know, different offices. So it's possible.
8 I'm not sure, you know. I really couldn't say
9 with 100 percent certainty.
10 MR. SOLIS: The 34th and Rhodes space, is that an actual
11 like office space?
12 WITNESS: Yeah.
13 MR. SOLIS: It's four walls and --
14 WITNESS: Yeah.
15 MR. SOLIS: Okay. Do you know who owns that space, or who's
16 like in charge of it, manages it?
17 WITNESS: No. I don't know.
18 MR. SOLIS: Okay.
19 WITNESS: I'm not sure. I would think the real estate
20 company that owns that property would know.
21 MR. FAYNE: Who would you describe as the campaign manager
22 for Citizens for Rush?
23 WITNESS: I don't even know. I couldn't tell you who it
24 would be.
25 MR. FAYNE: So to whom do you report when you're doing this

1 work for the campaign?

2 WITNESS: It could be a myriad of different people,
3 whatever needed to be done. So when I'd report,
4 you know, I would say Walter -- usually Walter
5 Sparkman is usually somebody that we'd go, you
6 know, if you needed, you know, flyers passed out
7 or something like that.

8 That would be -- but it could be
9 anybody, you know what I'm saying. So it was
10 not one person that I reported to. This is the
11 -- you know, it could be one of any -- somebody
12 in the organization. So (inaudible) it could be
13 anybody. Whoever was in charge of that task,
14 you know. You know, somebody who is in charge
15 of getting out literature. They would be the
16 one that, you know --

17 MR. SOLIS: Mr.-hmm.

18 WITNESS: It could be me that was the one in charge. So
19 I'd call everybody else, you know what I'm
20 saying. So it was never any --

21 MR. SOLIS: When you had your meeting with the core group,
22 and Mr. Thomas was there, and dad was there.
23 They were talking about our inquiry. Did rental
24 space of the campaign or where the campaign
25 operates, that get brought up at that meeting?

1 WITNESS: No. Not -- Not to my knowledge. I don't -- I
2 don't think so. I'm not -- I don't think so.
3 Not to -- I could be -- I don't think so though.
4 MR. SOLIS: Has your dad ever talked about that with you --
5 WITNESS: No.
6 MR. SOLIS: -- about where the campaign operates --
7 WITNESS: No.
8 MR. SOLIS: -- and office space?
9 WITNESS: No. Huh-uh. Because he's run unopposed for
10 some time. So I don't -- he's never talked to
11 me about -- not particularly about the office.
12 No. Huh-uh. No. I can say that. No.
13 MR. SOLIS: Okay. When you say "not particularly about the
14 office," in general did he discuss --
15 WITNESS: I mean, not -- the office is just campaign, you
16 know. Who -- who's out there running against
17 you? Nobody this time, or he'll tell me -- you
18 know, but not -- nothing, like I said,
19 particularly about that office. That's -- you
20 know.
21 MR. SOLIS: I think that's all the questions we have for
22 you.
23 WITNESS: That's it?
24 MR. SOLIS: So -- yeah.
25 WITNESS: Okay. Alright.

1 MR. SOLIS: It wasn't too bad?

2 WITNESS: No. It wasn't too bad. Just, you know, make

3 sure you note that the guy is working hard for

4 his money. Maybe get some more (inaudible).

5 END OF INTERVIEW

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EXHIBIT 9

**TRANSCRIPT OF INTERVIEW
OF BCFWC BOARD MEMBER**

INTERVIEW OF [REDACTED]

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Diane Gianos

[REDACTED]

Transcribed By:

Julie Thompson

1 MR. SOLIS: This is Paul Solis, Investigative Counsel with
2 the Office of Congressional Ethics. I'm joined
3 by Deputy Chief Counsel, Kedric Payne, Diane
4 Giances, and [REDACTED].

5 [REDACTED], what is your position with the
6 Beloved Community Wellness Center?

7 [REDACTED] (the "Witness"): I'm a board member.

8 MR. SOLIS: How long have you been a board member?

9 WITNESS: Since the beginning of the Wellness Center, for
10 at least four years -- four or more years,
11 whenever it was established. I've been there
12 since the beginning.

13 MR. SOLIS: What are some of your job responsibilities and
14 duties?

15 WITNESS: We are to meet with the board once -- once every
16 month, every fourth week of the month, and we go
17 over the logistics of the Wellness Center.

18 MR. SOLIS: Do you put any more time in other than that once
19 a month meeting with the board members? Do you
20 have -- you know, are you going over paperwork,
21 spending more hours than just that one meeting?

22 WITNESS: No.

23 MR. SOLIS: Are you employed anywhere else? Do you work
24 somewhere else?

25 WITNESS: Yes.

1 MR. SOLIS: Okay. Where else do you work?

2 WITNESS: Chicago Park District.

3 MR. SOLIS: Are you paid, or do you draw a salary in any way

4 from your work with the Wellness Center?

5 WITNESS: No.

6 MR. SOLIS: Have you ever drawn a salary, ever been paid by

7 the Wellness Center?

8 WITNESS: No.

9 MR. SOLIS: Your relationship to Congressman Rush. You're

10 his daughter, correct?

11 WITNESS: Correct.

12 MR. SOLIS: Who is paid by the Wellness Center; do you know?

13 WITNESS: Who is paid? The board director, maybe the head

14 -- Margie, and the rest of the staff at the

15 Wellness Center.

16 MR. SOLIS: Is she on the board, Margie?

17 WITNESS: No. She -- is she on the board? Well, she

18 calls the meetings, but she's not a board

19 member.

20 MR. SOLIS: How many board members are with the Wellness --

21 are with the Wellness Center?

22 WITNESS: Nine.

23 MR. SOLIS: Nine? Are any of those individuals paid by the

24 Wellness Center --

25 WITNESS: No.

1 MR. SOLIS: -- that you know? What is Representative Rush's
2 -- I'm going to continue to call him
3 Representative Rush. What is Representative
4 Rush's role with the Wellness Center, if any?
5 Does he have a role?
6 WITNESS: He doesn't have a role.
7 MR. SOLIS: Has he ever had a role at the Wellness Center?
8 WITNESS: No.
9 MR. SOLIS: We talked to Margie, and Margie mentioned that
10 he was instrumental in the establishment of the
11 Wellness Center. Did he -- did he do anything
12 like that, help establish the Wellness Center?
13 WITNESS: When you say "establish," what do you mean?
14 MR. SOLIS: Well, Margie said that he was -- he helped in
15 securing some funding for the Wellness Center,
16 and she kind of left it sort of general like
17 that; but I don't know if that helps you recall
18 any work he did.
19 WITNESS: She would know more. That's it.
20 MR. SOLIS: Has he ever mentioned to you any work he's done
21 with the Wellness Center?
22 WITNESS: No. He doesn't -- he doesn't do any work for
23 the Wellness Center, maybe helps secure funds,
24 you know, that we should -- that she should
25 maybe write a grant for it and go for it, but --

1 MR. SOLIS: Carolyn Rush, is that your mother?

2 WITNESS: My stepmom.

3 MR. SOLIS: Your stepmom. Do you know if she has a role

4 with the Wellness Center?

5 WITNESS: She doesn't.

6 MR. SOLIS: The Beloved Community Christian Church, do you

7 know what that is?

8 WITNESS: Yes.

9 MR. SOLIS: And what is it; where is it?

10 WITNESS: It is in Englewood. It's on 78th and Harvard.

11 It is where I worship. I go to two churches,

12 but I worship -- I serve at both.

13 MR. SOLIS: Okay. Do you work at the church?

14 WITNESS: No. I volunteer.

15 MR. SOLIS: What is Representative Rush's role with the

16 church?

17 WITNESS: Pastor, teacher.

18 MR. SOLIS: And how long has he been pastor and teacher?

19 WITNESS: Since the beginning of it.

20 MR. SOLIS: Do you know when that is?

21 WITNESS: Nine years, maybe nine, ten years.

22 MR. SOLIS: Does he receive any form of payment from his

23 work with the church?

24 WITNESS: No.

25 MR. SOLIS: And how do you know that?

1 WITNESS: Because -- I know because he's -- I just know.
2 I know that, you know, we're not rich. We don't
3 -- he does it -- he does it out of -- you know,
4 just something he was called to do, to be a
5 pastor.
6 MR. SOLIS: What about Carolyn, your stepmom, does she do
7 any work for the church?
8 WITNESS: No.
9 MR. SOLIS: Jeff Rush, do you know who that is?
10 WITNESS: Yes.
11 MR. SOLIS: And who is that?
12 WITNESS: My brother.
13 MR. SOLIS: Okay. Does he do any work for the church?
14 WITNESS: Yes.
15 MR. SOLIS: What work does he do?
16 WITNESS: Like custodial, attendant.
17 MR. SOLIS: When did he begin working for the church?
18 WITNESS: Maybe a year ago, not that long.
19 MR. SOLIS: Is he still working for the church?
20 WITNESS: Yes.
21 MR. SOLIS: In a custodial capacity?
22 WITNESS: Yes.
23 MR. SOLIS: Is he paid by the church?
24 WITNESS: I am not sure.
25 MR. SOLIS: Angelique Chalman.

1 WITNESS: Uh-huh.

2 MR. SOLIS: Do you know who that is?

3 WITNESS: Yes.

4 MR. SOLIS: Who is that?

5 WITNESS: She's a cousin.

6 MR. SOLIS: Does she do any work for the church?

7 WITNESS: Yes.

8 MR. SOLIS: What work does she do for the church?

9 WITNESS: She's the secretary.

10 MR. SOLIS: You know how long she's been doing that?

11 WITNESS: I don't.

12 MR. SOLIS: She still the secretary there?

13 WITNESS: Yes.

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

15 WITNESS: Yes. I think so. I'm not sure though.

16 MR. SOLIS: Why do you think so?

17 WITNESS: I'm not really sure.

18 MR. SOLIS: Does she ever talk to you about being paid by

19 the church?

20 WITNESS: No.

21 MR. SOLIS: Has Representative Rush ever talked about

22 Angelique being paid by the church?

23 WITNESS: No.

24 MR. SOLIS: Do you have any other relatives who work for the

25 Beloved Community Christian Church?

1 WITNESS: I have a brother who's a -- he's like co-
2 minister, co -- no, not pastor. But he's --
3 he's a minister at the church.
4 MR. SOLIS: And who is that?
5 WITNESS: Flynn Rush.
6 MR. SOLIS: Is he Representative Rush's son?
7 WITNESS: Yes.
8 MR. SOLIS: Do you know if he's paid by the church?
9 WITNESS: No.
10 MR. SOLIS: And how do you know that?
11 WITNESS: Because he's broke. We're all -- no, wish.
12 MR. SOLIS: So he is not paid by the church?
13 WITNESS: No.
14 MR. SOLIS: What is the relationship between the church and
15 the Wellness Center, if any?
16 WITNESS: There's no relationship. They may show up at
17 maybe church picnics to give free blood pressure
18 tests or things like that, but no relationship.
19 MR. SOLIS: Beloved Community Family Services, do you know
20 what that is?
21 WITNESS: Yes.
22 MR. SOLIS: What is that?
23 WITNESS: That's a service, a not-for-profit service that
24 is located in the church. It's upstairs, but
25 they're separate as well.

1 MR. SOLIS: Do you know who works there in Family Services?
2 WITNESS: I don't.
3 MR. SOLIS: Carolyn Rush, do you know if she works there or
4 has any role with the Family Services
5 organization?
6 WITNESS: I don't know.
7 MR. SOLIS: Is there any relationship between Family
8 Services and the Wellness Center?
9 WITNESS: No.
10 MR. SOLIS: And I ask, you know, about the affiliation with
11 these organizations, you know, they share the
12 same --
13 WITNESS: Right.
14 MR. SOLIS: -- name Beloved. Does that come from somewhere?
15 Is that a name that the Congressman came up
16 with?
17 WITNESS: Yes.
18 MR. SOLIS: It 's?
19 WITNESS: Yes. It's -- it was intentionally -- it's --
20 it's something with Martin Luther King's speech
21 about a beloved community, and so that was part
22 of his drive in establishing some services for
23 the minorities in the community.
24 MR. SOLIS: So did Representative Rush establish or help to
25 establish the Family Services organization?

1 WITNESS: As far as help, I know he came up with an idea,
2 but I don't know as far as his efforts in
3 establishing it.
4 MR. SOLIS: Okay. Does the Beloved Community Christian
5 Church ever provide any donations or money to
6 the Wellness Center?
7 WITNESS: No. Not that I know of.
8 MR. SOLIS: What is Citizens for Rush? Do you know what
9 that is?
10 WITNESS: That's a campaign, maybe fund. It's printed at
11 the bottom of his posters that I have to post
12 out.
13 MR. SOLIS: So have you done any work for Citizens for Rush?
14 WITNESS: Volunteer. Or I may have worked on Election Day
15 as far as precinct captain or a judge.
16 MR. SOLIS: When is the last time you worked as a volunteer
17 for Citizens for Rush?
18 WITNESS: 2010 or '09, something like that.
19 MR. SOLIS: And when you did that work, where did you do the
20 work out of, an office?
21 WITNESS: No. It was at one of the precincts where --
22 where -- on Election Day where people go vote,
23 polling places.
24 MR. SOLIS: Do you know where Representative Rush or
25 Citizens for Rush does its work out of? Does it

1 have an office space?

2 WITNESS: Yes.

3 MR. SOLIS: Where is the office space?

4 WITNESS: It's on like 34th and Lake Meadows Shopping

5 Center.

6 MR. SOLIS: Is it 3361 King Drive? Does that ring a bell?

7 WITNESS: Yeah. Maybe -- yeah.

8 MR. SOLIS: And how do you know that's the campaign office?

9 WITNESS: Well, on Election Day, it's -- it's kind of the

10 hub where everybody picks up their material,

11 returns tapes, and kind of --

12 MR. SOLIS: You've been to that space before?

13 WITNESS: Yes.

14 MR. SOLIS: When was that last time you were at that space?

15 WITNESS: It hasn't been open in a while, so maybe 2009,

16 '10, whenever I worked the last election.

17 MR. SOLIS: And you said it hasn't been open in a while.

18 What do you mean by that?

19 WITNESS: It's -- it really -- it's just like open on

20 Election Day. It's not like an office where we

21 -- where have meetings and things out of for a

22 long time.

23 MR. SOLIS: Has Representative Rush ever talked to you about

24 that space? That I'm closing it, or it's open,

25 anything about it?

1 WITNESS: No.

2 MR. SOLIS: Has Citizens for Rush made any donations to the

3 Wellness Center?

4 WITNESS: No. Not that I know of.

5 MR. SOLIS: What about donations to the church, Beloved

6 Community Christian Church? Does Citizens for

7 Rush make any payments or donations to them?

8 WITNESS: No. Not that I know of.

9 MR. SOLIS: Do you recall around 2010 any issues the church

10 might have had with ComEd and their electricity

11 being turned off, anything like that?

12 WITNESS: No. I don't know the dealings with -- with

13 that.

14 MR. SOLIS: Would Representative Rush in his duties with the

15 church, would he be responsible for paying

16 utility bills and things like that with the

17 church?

18 WITNESS: Would he be responsible?

19 MR. SOLIS: Did he take on that role?

20 WITNESS: I'm not sure. I don't know. I try to stay out

21 of the -- the workings. It distracts me from my

22 worship, so -- and him being my family member,

23 it's kind of -- I try to stay out of the

24 business of the church.

25 MR. SOLIS: Have you spoken with Representative Rush about

1 the fact that we'd be speaking with you today?

2 WITNESS: Yes.

3 MR. SOLIS: And when did you speak with him about that?

4 WITNESS: Well, he knows. This morning we had a quick

5 conversation.

6 MR. SOLIS: And what did you guys talk about?

7 WITNESS: He just told me to be truthful, and shine, and

8 that's it. He'll be back here this evening --

9 and nothing. Don't -- don't -- don't worry.

10 Don't be intimidated, be truthful, answer

11 questions. That's it.

12 MR. SOLIS: We're not that intimidating.

13 WITNESS: No. It's not.

14 MR. SOLIS: Have you spoken at all with his lawyer?

15 WITNESS: No.

16 MR. SOLIS: Do you know who his lawyer is?

17 WITNESS: I heard of his name.

18 MR. SOLIS: Scott Thomas, does that ring a bell?

19 WITNESS: I read it this morning in the paper.

20 MR. SOLIS: Okay. But you had no discussions with him about

21 --

22 WITNESS: No. I never met him or anything.

23 MR. SOLIS: I'll check my notes. Kendrick, do you have any

24 questions for --

25 MR. PAYNE: I'll check. I do have a question concerning

1 Angelique.
2 WITNESS: Mm-hmm.
3 MR. PAYNE: Are you aware of her being employed anywhere
4 else --
5 WITNESS: No.
6 MR. PAYNE: -- other than the church that is?
7 WITNESS: No, I don't.
8 MR. PAYNE: Okay.
9 MR. SOLIS: How often do you see Angelique?
10 WITNESS: When I go to the church?
11 MR. SOLIS: Okay. Do you have any sort of relationship with
12 her outside of the church?
13 WITNESS: No. She's a cousin but kind of distant.
14 MR. SOLIS: And when I asked you if she was paid, you said -
15 - as far as I can remember, you said yes, you
16 believe so. And I asked you how do you know
17 that. Could you elaborate any further on that?
18 WITNESS: She has kids. So I'm -- I'm just -- I'm not --
19 I don't know her work schedule, her hours. So
20 I'm not really sure. I would think she may get
21 something for being there all day, but I'm not
22 sure about how she gets paid, what she gets
23 paid, or if she gets paid.
24 MR. SOLIS: So when you said yes, you thought so, was that
25 more -- was that an assumption or --

1 WITNESS: Assumption.
2 MR. SOLIS: -- or is there anything, anytime that you've
3 spoken with her, any independent fact where you
4 have some sort of certainty that she's paid?
5 WITNESS: No. Not at all.
6 MR. SOLIS: And just to go back one -- with one question
7 about the Citizens for Rush, does Representative
8 Rush -- has he ever discussed with you any
9 donations he makes from that campaign account to
10 anywhere in the city or anywhere else?
11 WITNESS: No.
12 MR. SOLIS: I think that's all I have.
13 WITNESS: Okay.
14 MR. SOLIS: Thank you very much, [REDACTED]
15 WITNESS: Thank you.
16 END OF INTERVIEW
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L lake 11:4 lawyer 13:14,16 left 4:16 located 8:24 logistics 2:17 long 2:8 5:18 6:18 7:10 11:22 luther 9:20	M margie 3:14,16 4:9 4:9,14 martin 9:20 material 11:10 meadows 11:4 mean 4:13 11:18 meet 2:15 meeting 2:19,21 meetings 3:18 11:21 member 2:7,8 3:19 12:22 members 2:19 3:20 mentioned 4:9,20 met 13:22 minister 8:2,3 minorities 9:23 mmhmm 14:2 money 10:5 month 2:16,16,19 morning 13:4,19 mother 5:1	N name 9:14,15 13:17 never 13:22		

<p>nine 3:22,23 5:21 5:21 notes 13:23 notforprofit 8:23</p>	<p>Q question 13:25 15:6 questions 13:11,24 quick 13:4</p>	<p>serve 5:12 service 8:23,23 services 8:19 9:1,4 9:8,22,25 share 9:11 shes 3:18 7:5,9,10 14:13 15:4 shine 13:7 shopping 11:4 show 8:16 solis 1:9 2:1,1,8,13 2:18,23 3:1,3,6,9 3:12,16,20,23 4:1 4:7,9,14,20 5:1,3 5:6,9,13,15,18,20 5:22,25 6:6,9,11 6:13,15,17,19,21 6:23,25 7:2,4,6,8 7:10,12,14,16,18 7:21,24 8:4,6,8,10 8:12,14,19,22 9:1 9:3,7,10,14,18,24 10:4,8,13,16,19 10:24 11:3,6,8,12 11:14,17,23 12:2 12:5,9,14,19,25 13:3,6,12,14,16 13:18,20,23 14:9 14:11,14,24 15:2 15:6,12,14 son 8:6 sort 4:16 14:11 15:4 space 11:1,3,12,14 11:24 speak 13:3 speaking 13:1 speech 9:20 spending 2:21 spoken 12:25 13:14 15:3 staff 3:14 stay 12:20,23 stepmom 5:2,3 6:6 sure 6:24 7:15,17 12:20 14:20,22</p>	<p>talk 7:18 13:6 talked 4:9 7:21 11:23 tapes 11:11 teacher 5:17,18 ten 5:21 tests 8:18 thank 15:14,15 thats 4:19 8:23 10:10 11:8 13:8 13:11 15:12 theres 8:16 theyre 8:25 things 8:18 11:21 12:16 think 7:15,16 14:20 15:12 thomas 13:18 thompson 1:17 thought 14:24 time 2:18 10:16 11:14,22 today 13:1 told 13:7 transcribed 1:16 truthful 13:7,10 try 12:20,23 turned 12:11 two 5:11</p>	<p>whos 8:1 wish 8:11 witness 2:7,9,15,22 2:25 3:2,5,8,11,13 3:17,22,25 4:6,8 4:13,19,22 5:2,5,8 5:10,14,17,19,21 5:24 6:1,8,10,12 6:14,16,18,20,22 6:24 7:1,3,5,7,9 7:11,13,15,17,20 7:23 8:1,5,7,9,11 8:13,16,21,23 9:2 9:6,9,13,17,19 10:1,7,10,14,18 10:21 11:2,4,7,9 11:13,15,19 12:1 12:4,8,12,18,20 13:2,4,7,13,15,17 13:19,22 14:2,5,7 14:10,13,18 15:1 15:5,11,13,15 work 2:23 3:1,4 4:18,20,22 5:13 5:23 6:7,13,15 7:6 7:8,24 10:13,19 10:20,25 14:19 worked 10:14,16 11:16 working 6:17,19 workings 12:21 works 9:1,3 worry 13:9 worship 5:11,12 12:22 write 4:25</p>			
<p>O office 2:2 10:20 11:1,3,8,20 okay 3:1 5:13 6:13 10:4 13:20 14:8 14:11 15:13 once 2:15,15,18 open 11:15,17,19 11:24 organization 9:5,25 organizations 9:11 outside 14:12</p>	<p>R read 13:19 really 7:17 11:19 14:20 recall 4:17 12:9 receive 5:22 relationship 3:9 8:14,16,18 9:7 14:11 relatives 7:24 remember 14:15 representative 4:1 4:3,3 5:15 7:21 8:6 9:24 10:24 11:23 12:14,25 15:7 responsibilities 2:13 responsible 12:15 12:18 rest 3:14 returns 11:11 rich 6:2 right 9:13 ring 11:6 13:18 role 4:4,5,6,7 5:3 5:15 9:4 12:19 rush 1:4,12 2:4,7 3:9 4:3 5:1 6:9 7:21 8:5 9:3,24 10:8,13,17,24,25 11:23 12:2,7,14 12:25 15:7,8 rushs 4:1,4 5:15 8:6</p>	<p>S salary 3:3,6 schedule 14:19 scott 13:18 secretary 7:9,12 secure 4:23 securing 4:15 see 14:9 separate 8:25</p>	<p>U uhhuh 7:1 upstairs 8:24 utility 12:16</p>	<p>V volunteer 5:14 10:14,16 vote 10:22</p>	<p>W way 3:3 wed 13:1 week 2:16 wellness 2:6,9,17 3:4,7,12,15,20,21 3:24 4:4,7,11,12 4:15,21,23 5:4 8:15 9:8 10:6 12:3</p>	<p>X Y yeah 11:7,7 year 6:18 years 2:10,10 5:21 5:21 youre 3:9 youve 11:12 15:2</p>	<p>Z o</p>

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CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

ERRATA SHEET

Page	Line	Correction	Reason
3	20	How many people	
4	13	" help establish"	
5	10	6 th and Harvard	
5	12	but I worship	but (omit)
7	11	I dont know	
8	11	no, I wish	
9	20	It has	
14	18	Im just Im just	omit

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

Witness Name:

Witness Signature:

Date:

Kacy Rusk
Kacy Rusk
5-27-11

EXHIBIT 10

File Number S002229



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 12 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP.



Authentication #: 1415002349
Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of MAY A.D. 2014 .

Jesse White

SECRETARY OF STATE

LP 1205

Submit in Duplicate

\$25 filing fee. See other side for acceptable forms of payment.

JIM EDGAR
Secretary of State
State of Illinois

CERTIFICATE TO BE GOVERNED BY
THE REVISED UNIFORM LIMITED PARTNERSHIP ACT
(Pre-existing Illinois Limited Partnership)

S002229

S002229 5081L 12/07/88
25.00 CS 0000004090 FILED

Pursuant to the provisions of the Revised Uniform Limited Partnership Act, the preexisting limited partnership named below is hereby governed by that Act, effective at the time this certificate is filed in the office of the Secretary of State.

- The limited partnership's name is: LAKE MEADOWS ASSOCIATES, An Illinois Limited Partnership
- The Federal Employer Identification Number (F.E.I.N.) is: 36-2668608 (Note 1)
- The limited partnership's registered agent's name and registered office address is:
 Registered Agent: OLIVER JEAN M.
 Last Name First Name Middle Name
DRAPER AND KRAMER, INCORPORATED
 Firm Name (if any)
 Registered Office: 33 West Monroe Street 1900
 (P.O. Box alone Number Street Suite #
 is unacceptable) Chicago Cook Illinois 60603
 City County Zip Code
- The office address, including county, at which the records required by Section 104 are to be kept is:
same as above (Note 2)
- The limited partnership's purpose(s) is: Own, Operate and Invest in Real Estate 6511
- The latest date upon which the limited partnership is to dissolve is: March 31, 2009
- The county in which the preexisting limited partnership's original certificate of limited partnership was filed is: Cook
 Recording date: 3/28/69 Document of Book & Page No.: 20795967 (no page specified)
- The total aggregate amount of cash and the aggregate agreed value of other property or services contributed by the partners and which they have agreed to contribute is: \$ 2,900,000.00
- A brief statement of the partners' membership termination and distribution rights, if any. One 8-1/2" x 11" standard paper may be used, if needed, and attached to this form. The full text of such rights should be on file in the partnership's Section 104 office.
- The names (last name first) and business addresses of all general partners must be listed on a separate plain white 8-1/2" x 11" sheet which must be stapled to this form.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

All general partners are required to sign the certificate to be governed by the Revised Uniform Limited Partnership Act.

1934
259A

Signature Fredrick C. Ford
 Name (please print or type) DRAPER AND KRAMER, INCORPORATED

Signature Fredrick C. Ford
 Name (please print or type) FORD, FREDERICK C.

Signature Ferdinand Kramer
 Name (please print or type) Ferdinand Kramer, Self Trustee U/T/A
 dtd. 4/26/83

Signature _____
 Name (please print or type) _____

If additional space is needed, this must be continued in the same format on a plain white 8-1/2" x 11" sheet, which must be stapled to this form. Number of additional pages: 2

Form LP 1205

File No. _____

**CERTIFICATE TO BE GOVERNED
BY THE REVISED UNIFORM
LIMITED PARTNERSHIP ACT**

\$25

Payment must be made by Certified Check,
Cashier's Check, Illinois Attorney's Check,
Illinois C.P.A.'s Check or Money Order,
Payable to "Secretary of State."

DO NOT SEND CASH!

All correspondence regarding this filing will
be sent to the registered agent of the
limited partnership unless a self-addressed
envelope is included.

RETURN TO:

Secretary of State
Corporation Department
Limited Partnership Division
Springfield, Illinois 62756
Telephone (217) 785-8960

CLP-7.1

373

NOTES

Note 1: If the Federal Employer Identification Number has not been obtained at the time of filing this document, it shall be obtained and shall be reported to the Secretary of State within 180 days after the date of filing this certificate.

Note 2: If this office is outside of Illinois, it must be the limited partnership's principal place of business.

OSS_006
14-8751_0327

QUESTION NO. 9 - Each Partner shares Pro-Rata in Income
Losses and Distributions according to
his percentage of interest in the Partnership.

S002229 S051L 12/07/88
25.00 CG 0000004090 FILED

QUESTION NO. 10

General Partners

Draper and Kramer, Incorporated
33 West Monroe St., Suite 1900
Chicago, Illinois 60603

Ferdinand Kramer, Self-Trustee
U/T/A dtd. 4/26/83
33 West Monroe St., Suite 1900
Chicago, Illinois 60603

Ford, Frederick C.
33 West Monroe St., Suite 1900
Chicago, Illinois 60603

S002229 SUBJ 12/07/88
25.00 CS 0000004090 FILED

Form LP-202
(Rev. Jan. 1991)

Filing Fee \$25

SUBMIT IN DUPLICATE!

All correspondence regarding this filing will be sent to the registered agent of the limited partnership unless a self-addressed envelope with pre-paid postage is included.

GEORGE H. RYAN
Secretary of State
State of Illinois

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)

OFFICE USE ONLY

S002229 5051L 12/08/92
25.00 FF 0000043649 FILED

1. Limited partnership's name: LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP
2. File number assigned by the Secretary of State: S002229
3. Federal Employer Identification Number (F.E.I.N.): 36-2668608
4. The certificate of limited partnership is amended as follows:
(Check all applicable changes)
(Address changes P.O. Box alone and c/o are unacceptable)
 - ☐ a) Admission of a new general partner (give name and business address below).
 - ☐ b) Withdrawal of a general partner (give name below).
 - ☒ c) Change of registered agent and/or registered agent's office (give new name and address, including county below).
 - ☐ d) Change in the address of the office at which the records required by Section 201 of the Act are kept (give new address, including county below).
 - ☐ e) Change in the general partners name and/or business address (give name and new address below).
 - ☐ f) Change in the partners' total aggregate contribution amount (give new dollar amount below).
 - ☐ g) Change in limited partnership's name (give new name below).
 - ☐ h) Change in date of dissolution (give new date below).
 - ☐ i) Other (give information below).

Lorraine N. Madsen
c/o Draper and Kramer, Incorporated
33 West Monroe St. - Ste. 1900
Chicago, IL 60603 COOK COUNTY

C LP-202


(over)

OSS_009
14-8751_0330

5. NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

The original certificate of amendment must be signed by a general partner, all new general partners and at least one withdrawing general partner.

SIGNATURE AND NAME		BUSINESS ADDRESS	
1.	<div style="text-align: center;">  (Signature) Lorraine N. Madsen, Ass't. Sec'y. (Type or print name and title) DRAPER AND KRAMER, INCORPORATED (Name of General Partner if a corporation or other entity) </div>	1.	<div> Number _____ Street _____ _____ City/town _____ _____ State _____ Zip Code _____ </div>
2.	<div> _____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity) </div>	2.	<div> Number _____ Street _____ _____ City/town _____ _____ State _____ Zip Code _____ </div>
3.	<div> _____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity) </div>	3.	<div> Number _____ Street _____ _____ City/town _____ _____ State _____ Zip Code _____ </div>
4.	<div> _____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity) </div>	4.	<div> Number _____ Street _____ _____ City/town _____ _____ State _____ Zip Code _____ </div>
5.	<div> _____ (Signature) _____ (Type or print name and title) _____ (Name of General Partner if a corporation or other entity) </div>	5.	<div> Number _____ Street _____ _____ City/town _____ _____ State _____ Zip Code _____ </div>

(Signatures must be ink on an original document. Carbon copy, photocopy, or rubber stamp signatures may only be used on carbon copies.)

If additional space is needed, it must be continued in the same format on a plain white 8 1/2" x 11" sheet, which must be stapled to this form.

FORMS OF PAYMENT:

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

RETURN TO:

Secretary of State
 Department of Business Services
 Limited Partnership Division
 Room 330, Centennial Building
 Springfield, Illinois 62756
 Telephone: (217) 785-8950

S00229 S0311 12/08/92 25.00 PF 0000043649 FILED

LP0011/15/02-01-3338
5051L 5002229 FILED 202

Form LP 202
(Rev. May 2000)

Filing Fee \$25

SUBMIT IN DUPLICATE!



Return to: Department of
Business Services
Limited Partnership Section
Room 357, Howlett Building
Springfield, IL 62756
Telephone: (217) 785-8960
http://www.sos.state.il.us.

All correspondence regard-
ing this filing will be sent to
the registered agent of the
limited partnership unless a
self-addressed envelope with
pre-paid postage is included.

JESSE WHITE
SECRETARY OF STATE
STATE OF ILLINOIS

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
(Illinois limited partnership)
(Please type or print clearly)

1. Limited partnership's name: Lake Meadows Associates, An Illinois Limited Partnership
2. File number assigned by the Secretary of State: S002229
3. Federal Employer Identification Number (F.E.I.N.): 36-2668608
4. The certificate of limited partnership is amended as follows:
(Check **all** applicable changes here and specify them in item 5.)
(Address changes, P.O. Box alone is unacceptable)
 - ☒ a) Admission of a new general partner (give name and business address in item 5 on reverse).
 - ☒ b) Withdrawal of a general partner (give name in item 5 on reverse).
 - ☐ c) Change of registered agent and/or registered agent's office (give new name and address, including county on item 5 on reverse).
 - ☐ d) Change in the address of the office at which the records required by Section 201 of the Act are kept (give new address in item 5 on reverse).
 - ☐ e) Change in the general partners name and/or business address (give name and new address in item 5 on reverse).
 - ☐ f) Change in the partners' total aggregate contribution amount (give new dollar amount in item 5 on reverse).
 - ☐ g) Change in limited partnership's name (give new name in item 5 on reverse).
 - ☒ h) Change in date of dissolution (give new date in item 5 on reverse).
 - ☐ i) Other (give information in item 5 on reverse).

C LP-9.8

OSS_011
14-8751_0332

Form LP 202
(Rev. May 2000)

LPR311/15/02:01:3338: 25.00 MU
SOSIL 0002229 FILED 202

5. Place item #4 changes here:

a) New General Partners:
FC Ford Lake Meadows LLC - Business Address:
DKIA Lake Meadows LLC - 33 W. Monroe St., 19th Fl., Chicago, IL 60603
33 W. Monroe St., 19th Fl., Chicago, IL 60603

b) Withdrawing general Partner:
Ferdinand Kramer, Self Trustee - Death Ctf attached. Date of Death 7/16/02
U/T/A dtd 4/26/83 All partners agreed in writing to continue the business
of the limited partnership within 90 days of the death
of Ferdinand Kramer

h) The latest date upon which the Partnership is to dissolve is March 31, 2045

If additional space is needed for item 4, it must be continued in the same format on a plain white 8 1/2 x 11 sheet, which must be stapled to this form.

6. NAME(S) & BUSINESS ADDRESS(ES) OF GENERAL PARTNER(S)

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

The original certificate of amendment must be signed by a general partner, all new general partners and at least one withdrawing general partner.

SIGNATURE AND NAME	BUSINESS ADDRESS
1. Signature <u>Lorraine N. Madsen</u>	Number/Street <u>33 W. Monroe St., 19th Fl.</u>
Type or print name and title <u>Lorraine N. Madsen,</u> <u>Secretary</u>	City/town <u>Chicago</u>
Name of General Partner if a corporation or other entity <u>Draper and Kramer, Incorporated,</u> (must be in good standing) <u>An Illinois Corporation</u>	State <u>IL</u> ZIP Code <u>60603</u>
2. Signature <u>Lorraine N. Madsen</u>	Number/Street <u>33 W. Monroe St., 19th Fl.</u>
Type or print name and title <u>Lorraine N. Madsen,</u> <u>Secretary of D & K Insurance Agency, Inc.,</u> <u>Delaware Corp., Sole Member of</u>	City/town <u>Chicago</u>
Name of General Partner if a corporation or other entity <u>DKIA Lake Meadows LLC, An Ill. LLC,</u> <u>General (must be in good standing)</u>	State <u>IL</u> ZIP Code <u>60603</u>
3. Signature <u>Frederick C. Ford</u>	Number/Street <u>33 W. Monroe St., 19th Fl.</u>
Type or print name and title <u>Frederick C. Ford,</u> <u>Sole Member</u>	City/town <u>Chicago</u>
Name of General Partner if a corporation or other entity <u>FC Ford Lake Meadows LLC, An Ill. LLC,</u> <u>General Partner</u>	State <u>IL</u> ZIP Code <u>60603</u>

(Signatures must be in **BLACK INK** on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

DO NOT SEND CASH!

OSS_012
14-8751_0333

DO NOT STAPLE


Form LP 202
January 2005
Filing Fee: \$50

Submit in duplicate. Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to Secretary of State. Please do not send cash.

Department of Business Services
 Limited Partnership Division
 357 Howlett Building
 Springfield, IL 62756
 217-785-8960
 www.cyberdriveillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

PAID
 NOV 07 2007

DATE 11-07-07 FEE \$50
 SOSIL FILE NO. 5002229
 FILED BY: AF

Illinois Secretary of State
Department of Business Services
Certificate of Amendment to the
Certificate of Limited Partnership
(Illinois Limited Partnership or LLLP)

Please type or print clearly.

1. Limited Partnership Name: Lake Meadows Associates, An Illinois Limited Partnership
2. File Number assigned by Secretary of State: S002229
3. Federal Employer Identification Number (E.I.N.): 36-2668608
4. The Certificate of Limited Partnership is amended as follows:
 (Check applicable changes and specify in item 5. For address changes, P.O. Box alone is unacceptable.)
 - ☒ a) Admission of a new General Partner (give name and business address in item 5)
 - ☒ b) Withdrawal of a General Partner (give name in item 5)
 - ☐ c) Change of Registered Agent and/or Registered Agent's office (give new name and address, including county in item 5)
 - ☐ d) Change in address of office at which the records required by Section 104 or 111 of the Act are kept (give new address in item 5)
 - ☐ e) Change in General Partner's name and/or business address (give new name and address in item 5)
 - ☐ f) Change in Partner's total aggregate contribution amount (give new dollar amount in item 5)
 - ☐ g) Change in Limited Partnership's name (give new name in item 5)
 - ☐ h) Change in Date of Dissolution (give new date in item 5)
 - ☐ i) Other (give information in item 5)
 - ☐ j) Dissociation of General Partner (only for Limited Partnerships registered in 2005 and later; give name in item 5)

0210/5. Item #4 changes (For additional space, continue on next page.)
 9328

- a) New General Partner: D & K Investments Lake Meadows, LLC Business address: 33 W. Monroe St., 19th Fl. Chicago, IL 60603
- b) Withdrawing General Partner: Draper and Kramer, Incorporated Business address: 33 W. Monroe St., 19th Fl., Chicago, IL 60603

Printed by authority of the State of Illinois, January 2005 - 1M - C LP 9.14

OSS_013
 14-8751_0334

Form LP 202

5. Item #4 changes (cont.)

Names and Business Addresses of General Partners

The undersigned affirms, under penalties of perjury, that the facts stated herein are true. The following signatures are required:

- at least one General Partner on record,
- all new General Partners,
- all Dissociated and withdrawing General Partners.

If adding or deleting a statement that this Limited Partnership is a Limited Liability Limited Partnership, all General Partners on record must sign.

<p>1. <u><i>Lorraine N. Madsen</i></u> <small>Signature</small></p> <p><u>Lorraine N. Madsen, Secretary of</u> <small>Name and Title (type or print)</small></p> <p><u>D & K Insurance Agency, Inc. A Del. corp.</u> <small>General Partner Name if corporation or other entity (must be in good standing)</small></p> <p><u>Sole Member of</u> <small>Name and Title (type or print)</small></p> <p><u>DKIA Lake Meadows LLC, An IL LLC, Gen Ptr</u> <small>General Partner Name if corporation or other entity (must be in good standing)</small></p> <p><u>33 W. Monroe St., 19th Fl.</u> <small>Street Address</small></p> <p><u>Chicago, IL 60603</u> <small>City, State, ZIP</small></p>	<p>2. <u><i>Lorraine N. Madsen</i></u> <small>Signature</small></p> <p><u>Lorraine N. Madsen, Secretary</u> <small>Name and Title (type or print)</small></p> <p><u>Draper and Kramer, Incorporated</u> <small>General Partner Name if corporation or other entity (must be in good standing)</small></p> <p><u>33 W. Monroe St., 19th Fl.</u> <small>Street Address</small></p> <p><u>Chicago, IL 60603</u> <small>City, State, ZIP</small></p>
<p>3. <u><i>Lorraine N. Madsen</i></u> <small>Signature</small></p> <p><u>Lorraine N. Madsen, Secretary of</u> <small>Name and Title (type or print)</small></p> <p><u>Draper and Kramer Investments Corp. A Del. Corp.</u> <small>General Partner Name if corporation or other entity (must be in good standing)</small></p> <p><u>Sole Member of</u> <small>Name and Title (type or print)</small></p> <p><u>D & K Investments Lake Meadows, LLC, Gen Ptr</u> <small>General Partner Name if corporation or other entity (must be in good standing)</small></p> <p><u></u> <small>Street Address</small></p> <p><u></u> <small>City, State, ZIP</small></p>	<p>4. <u></u> <small>Signature</small></p> <p><u></u> <small>Name and Title (type or print)</small></p> <p><u></u> <small>General Partner Name if corporation or other entity (must be in good standing)</small></p> <p><u></u> <small>Street Address</small></p> <p><u></u> <small>City, State, ZIP</small></p>

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

5802229
AF

DO NOT STAPLE

**Form LP 115
March 2008**
Filing Fee: \$50

Submit in duplicate. Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to Secretary of State. Please do not send cash.

Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 357
Springfield, IL 62756
217-785-8960
www.cyberdriveillinois.com

Correspondence regarding this filing will be sent to the registered agent of the Limited Partnership unless a self-addressed, stamped envelope is included.

FILED
NOV 21 2008
**JESSE WHITE
SECRETARY OF STATE**
PAID
NOV 21 2008

**Illinois Secretary of State
Department of Business Services
Change of Designated Office or
Agent for Service of Process
(Illinois or Foreign Limited Partnership or LLP)**

Please type or print clearly.

1. Limited Partnership Name: LAKE MEADOWS ASSOCIATES, AN ILLINOIS LIMITED PARTNERSHIP
(Must contain "Limited Partnership," "LP" or "LLP")
2. Foreign Alternate Assumed Name, if any: _____

3. File Number assigned by Secretary of State: 8002228

4. Federal Employer Identification Number (E.I.N.): 36-2668608

Instructions for completing Items 5 and 6: Section 111 of the Uniform Limited Partnership Act (2001) requires that a designated office be maintained, at which the records of the limited partnership are to be kept. With respect to a domestic limited partnership, the designated office is first established upon filing the Certificate of Limited Partnership. With respect to a foreign limited partnership, the designated office is the principal office. Complete Item 5 with the current address of the designated office, and Item 6 with the address as changed. If there is no change in the address of the designated office, insert "N/A" in Item 6.

5. Street and Mailing Address of current Designated Office at which the records required by Section 111 are kept:

33 WEST MONROE STREET, SUITE 1900
Street Address (P.O. Box alone is unacceptable.)
CHICAGO, IL 60603, COOK COUNTY
City, State, ZIP County

6. If changed, Street and Mailing Address of new Designated Office at which the records required by Section 111 will be kept:

Street Address (P.O. Box alone is unacceptable.)
City, State, ZIP County

**Form LP 115
(March 2008)**

Instructions for completing items 7 and 8: Section 114 of the Uniform Limited Partnership Act (2001) requires that an agent for service of process residing within the State of Illinois be designated and continuously maintained. Complete item 7 with the name and address of the current agent for service of process and item 8 with the agent and address as changed. If there is no change to the agent or address for service of process, insert "N/A" in item 8.

7. Name, Street and Mailing Address of Current Agent for Service of Process:

Agent: LORRAINE N MADSEN Name

Address: 33 W MONROE STREET, STE 1900 Street Address (P.O. Box alone is unacceptable)

CHICAGO, IL 60603, COOK COUNTY City (must be in Illinois), ZIP County

8. If changed, new Name and/or Street and Mailing Address of Agent for Service of Process:

Agent: CT CORPORATION SYSTEM Name

Address: 208 S. LASALLE STREET, SUITE 814 Street Address (P.O. Box alone is unacceptable)

CHICAGO, IL 60604, COOK COUNTY City (must be in Illinois), ZIP County

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Shamiran Khawshaba Signature Shamiran Khawshaba, Asst. Secretary Name and Title (Type or print)

Draper and Kramer, Incorporated, Member of
DKIA Lake Meadows LLC, GP General Partner Name if corporation or other entity 33 W Monroe St Ste 1900 Street Address

Chicago, IL 60603 Cook City, State, ZIP County

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

EXHIBIT 11

Lease Ledger

Page 1

Lease Information

Date 11/01/2013
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date	Description	Unit	Charges	Payments	Balance
	Balance Forward				9,556.89
06/01/12		C060	627.00		10,183.89
06/01/12		C060	500.00		10,683.89
06/01/12		C060	600.00		11,283.89
06/01/12		C060	19.00		11,302.89
07/01/12	Store Base Rent (07/2012)	C060	627.00		11,929.89
07/01/12	CAM Recovery (07/2012)	C060	500.00		12,429.89
07/01/12	RE Tax Recovery (07/2012)	C060	600.00		13,029.89
07/01/12	Insurance Recovery (07/2012)	C060	19.00		13,048.89
08/01/12	Store Base Rent (08/2012)	C060	627.00		13,675.89
08/01/12	CAM Recovery (08/2012)	C060	500.00		14,175.89
08/01/12	RE Tax Recovery (08/2012)	C060	600.00		14,775.89
08/01/12	Insurance Recovery (08/2012)	C060	19.00		14,794.89
08/07/12	2011 RETax Reconciliation	C060	(1,435.20)		13,359.69
09/01/12	Store Base Rent (09/2012)	C060	627.00		13,986.69
09/01/12	CAM Recovery (09/2012)	C060	500.00		14,486.69
09/01/12	RE Tax Recovery (09/2012)	C060	600.00		15,086.69
09/01/12	Insurance Recovery (09/2012)	C060	19.00		15,105.69
10/01/12	Store Base Rent (10/2012)	C060	627.00		15,732.69
10/01/12	CAM Recovery (10/2012)	C060	500.00		16,232.69
10/01/12	RE Tax Recovery (10/2012)	C060	600.00		16,832.69
10/01/12	Insurance Recovery (10/2012)	C060	19.00		16,851.69
10/05/12	2009 RETax refund	C060	(1,383.01)		15,468.59
11/01/12	Store Base Rent (11/2012)	C060	627.00		16,095.59
11/01/12	CAM Recovery (11/2012)	C060	500.00		16,595.59
11/01/12	RE Tax Recovery (11/2012)	C060	600.00		17,195.59
11/01/12	Insurance Recovery (11/2012)	C060	19.00		17,214.59
12/01/12	Store Base Rent (12/2012)	C060	627.00		17,841.59
12/01/12	CAM Recovery (12/2012)	C060	500.00		18,341.59
12/01/12	RE Tax Recovery (12/2012)	C060	600.00		18,941.59
12/01/12	Insurance Recovery (12/2012)	C060	19.00		18,960.59
12/21/12	w/o 2012 charges	C060	(6,000.00)		12,960.59
12/21/12	w/o 2012 charges	C060	(836.25)		12,124.34
12/21/12	w/o 2012 charges	C060	(228.00)		11,896.34
12/21/12	w/o 2012 charges	C060	9.45		11,905.79
12/21/12	w/o 2012 charges	C060	(7,200.00)		4,705.79

14-8751_0339

Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 11/01/2013
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
12/21/12	w/o 2012 charges	C060	2,818.21		7,524.00
12/21/12	w/o 2012 charges	C060	(7,524.00)		0.00
01/01/13	Store Base Rent (01/2013)	C060	627.00		627.00
01/01/13	CAM Recovery (01/2013)	C060	500.00		1,127.00
01/01/13	RE Tax Recovery (01/2013)	C060	600.00		1,727.00
01/01/13	Insurance Recovery (01/2013)	C060	19.00		1,746.00
02/01/13	Store Base Rent (02/2013)	C060	627.00		2,373.00
02/01/13	CAM Recovery (02/2013)	C060	500.00		2,873.00
02/01/13	RE Tax Recovery (02/2013)	C060	600.00		3,473.00
02/01/13	Insurance Recovery (02/2013)	C060	19.00		3,492.00
03/01/13	Store Base Rent (03/2013)	C060	627.00		4,119.00
03/01/13	CAM Recovery (03/2013)	C060	500.00		4,619.00
03/01/13	RE Tax Recovery (03/2013)	C060	600.00		5,219.00
03/01/13	Insurance Recovery (03/2013)	C060	19.00		5,238.00
03/12/13	2012 CAM Reconciliation	C060	605.33		5,843.33
03/12/13	2012 Insurance Reconciliation	C060	(18.36)		5,824.97
04/01/13	Store Base Rent (04/2013)	C060	627.00		6,451.97
04/01/13	CAM Recovery (04/2013)	C060	500.00		6,951.97
04/01/13	RE Tax Recovery (04/2013)	C060	600.00		7,551.97
04/01/13	Insurance Recovery (04/2013)	C060	19.00		7,570.97
05/01/13	Store Base Rent (05/2013)	C060	627.00		8,197.97
05/01/13	CAM Recovery (05/2013)	C060	500.00		8,697.97
05/01/13	RE Tax Recovery (05/2013)	C060	600.00		9,297.97
05/01/13	Insurance Recovery (05/2013)	C060	19.00		9,316.97
06/01/13	Store Base Rent (06/2013)	C060	627.00		9,943.97
06/01/13	CAM Recovery (06/2013)	C060	500.00		10,443.97
06/01/13	RE Tax Recovery (06/2013)	C060	600.00		11,043.97
06/01/13	Insurance Recovery (06/2013)	C060	19.00		11,062.97
07/01/13	Store Base Rent (07/2013)	C060	627.00		11,689.97
07/01/13	CAM Recovery (07/2013)	C060	500.00		12,189.97
07/01/13	RE Tax Recovery (07/2013)	C060	600.00		12,789.97
07/01/13	Insurance Recovery (07/2013)	C060	19.00		12,808.97
08/01/13	2012 RETax Reconciliation	C060	(807.17)		12,001.80
08/01/13	Store Base Rent (08/2013)	C060	627.00		12,628.80
08/01/13	CAM Recovery (08/2013)	C060	500.00		13,128.80
08/01/13	RE Tax Recovery (08/2013)	C060	600.00		13,728.80
08/01/13	Insurance Recovery (08/2013)	C060	19.00		13,747.80
09/01/13	Store Base Rent (09/2013)	C060	627.00		14,374.80

14-8751_0340

EXHIBIT 12

Wells, Dee

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 1:52 PM
To: Wells, Dee
Subject: RE: Y/E Write offs

You have it

Larry Cohen
 Senior Vice President
 Draper and Kramer, Incorporated
 33 W Monroe St, Suite 1900
 Chicago, IL 60603
 312.580. [REDACTED]
 312.795.2728 (fax)

www.draperandkramer.com
www.dandkliving.com
www.dkcondo.com
www.dkbrokerage.com
www.dkresidential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 1:20 PM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

should I await further direction to write off Bobbie Rush and [REDACTED] ... or do I have it??

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 12:27 PM
To: Wells, Dee
Subject: RE: Y/E Write offs

OK!

Larry Cohen
 Senior Vice President
 Draper and Kramer, Incorporated
 33 W Monroe St, Suite 1900
 Chicago, IL 60603
 312.580. [REDACTED]
 312.795.2728 (fax)

www.draperandkramer.com
www.dandkliving.com
www.dkcondo.com
www.dkbrokerage.com
www.dkresidential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 11:46 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

the only reason I DIDN'T put them on the list is because collection efforts are still on-going. All or most of the balances will PROBABLY end up being written off - - but I wouldn't think we're ready to do it just yet... BUT that certainly is subject

to different opinions. when an attorney calls and asks for an "up to the minute" Aged schedule" I can't send them a "zero balance".

let me know what you think.

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 11:42 AM
To: Wells, Dee
Cc: Heerema, Carol
Subject: RE: Y/E Write offs

I would agree on the two below; however, how about the following:

- [REDACTED] at 401
- [REDACTED] at LMPB
- [REDACTED] at LMSC

Larry Cohen
 Senior Vice President
 Draper and Kramer, Incorporated
 33 W Monroe St, Suite 1909
 Chicago, IL 60603
 312 580 [REDACTED]
 312 795 2728 (fax)

www.draperandkramer.com
www.dandkliving.com
www.dkcondo.com
www.dkbrokerage.com
www.dkessential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 11:30 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

after looking at my multiple receivables I only have two:

both for Lake Meadows Shopping Center: 2nd Ward Democratic Party . . . \$20,044.18
 -and- [REDACTED] . . . \$54,134.18 (which is the balance remaining after having
 accepted
 a cash settlement in September based on his ability to pay and negotiated by our counsel).

Permission is requested to do those two writeoffs... Other receivables are under being addressed.

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 9:25 AM
To: Workman, Betty; Wells, Dee; Grant, Marcia; Elsmar, Jim
Cc: Gawler, Mary; Baumhart, Gena; DiCiolla, Nancy
Subject: Y/E Write offs

Will you please submit to me your recommendation, if any, to write off any uncollectible balances from any of your respective tenants?

Thanks.

Larry Cohen
 Senior Vice President

Draper and Kramer, Incorporated
33 W Monroe St Suite 1900
Chicago, IL 60603
312.580. [REDACTED]
312.795.2728 (fax)

www.draperandkramer.com
www.dandkliving.com
www.dkcondo.com
www.dkbrokerage.com
www.dkresidential.com

EXHIBIT 13

writes direct line:
312/795-2816
fax: 312/795-2816
email: [REDACTED]@draperandkramer.com

March 6, 2012

Congressman Bobby Rush
700 East 79th Street
Chicago, IL 60619

Re: Lake Meadows Shopping Center

Dear Congressman:

I emailed Rosemary about this several months ago and she was going to forward the request to you, but I've not heard back from her so I thought I'd try to contact you personally.

You may or may not have heard that Draper and Kramer is in the process of closing the Professional Building at 31st and Rhodes with the plan of re-purposing the Building. Because of that fact, we need to find office space for some of our loyal long-term tenants in that Building.

Landlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.

Since someone is not always in that office I'm wondering how we can show the space to a prospect, as that need may arise. Whom could my leasing people call with such a request, and how much lead time would you need for us to show the space.

I look forward to hearing from you on this issue.

Cordially,

DK REAL ESTATE SERVICES
a division of Draper and Kramer, Incorporated

Dee Wells, CSM
Property Manager

dms

EXHIBIT 14

INTERVIEW OF ANGELIQUE CHATMAN

Present:

Paul Solis, Investigative Counsel

Kedric Payne, Deputy Chief Counsel

Angelique Chatman

Alan Zenoff

Transcribed By:

Julie Thompson

1 MR. SOLIS: We are here with Angelique Chatman. Ms.
2 Chatman, could you please state your name for
3 the record?
4 ANGELIQUE CHATMAN (the "Witness"): Angelique Chatman.
5 MR. SOLIS: We will begin asking questions about some of
6 your work with the church.
7 WITNESS: Okay.
8 MR. SOLIS: What is your position and title with the Beloved
9 Community Christian Church?
10 WITNESS: Administrative assistant.
11 MR. SOLIS: How long have you been in that role as an
12 administrative assistant?
13 WITNESS: Three and a half years.
14 MR. SOLIS: What were you doing before that?
15 WITNESS: Assistant manager for Walgreens.
16 MR. SOLIS: What are your duties as administrative
17 assistant?
18 WITNESS: Okay. I take care of the finances of the
19 church. I pay the bills. I make the deposits.
20 Just anything that the pastor needs for me to
21 do, that the church needs for me to do. I
22 pretty much just kind of run the show for the
23 church.
24 MR. SOLIS: Okay. So the financial, and does that mean that
25 money coming into the church, for example --

1 WITNESS: Yes.

2 MR. SOLIS: -- donations --

3 WITNESS: Yes.

4 MR. SOLIS: -- you're the one handling that?

5 WITNESS: Yes.

6 MR. SOLIS: Okay. And then money going out?

7 WITNESS: Yes.

8 MR. SOLIS: Paying bills, paying taxes, that's all you?

9 WITNESS: Well, not taxes, but paying the bills, making

10 the payroll.

11 MR. SOLIS: Okay. And 's Representative Rush, Congressman

12 Rush, the pastor, is he your supervisor?

13 WITNESS: I guess you would say that. Yes, I guess.

14 Yeah.

15 MR. SOLIS: To whom you report?

16 WITNESS: To him and the core group pretty much.

17 MR. SOLIS: Okay. Are you employed -- or do you work

18 anywhere else besides the church?

19 WITNESS: No.

20 MR. SOLIS: Are you paid by the church?

21 WITNESS: No.

22 MR. SOLIS: We spoke with your mother, spoke with Patricia.

23 WITNESS: Oh, yes.

24 MR. SOLIS: She's very nice, very nice.

25 WITNESS: Yes. Thank you.

1 MR. SOLIS: And gave us a lot of helpful information. When
2 we asked her if you were paid by the church, she
3 said she assumed you were. She said she didn't
4 know for certain, but she said she didn't think
5 you would do it for nothing. So, you know, do
6 you know why she would think that? Do you know
7 why she would say that to us; that she assumed
8 you were paid?
9 WITNESS: I don't know.
10 MR. SOLIS: Okay.
11 WITNESS: I don't know why she would say that.
12 MR. SOLIS: Okay. Have you ever been paid by the church?
13 WITNESS: No.
14 MR. SOLIS: Okay. So for the last three and a half years
15 you have received no form of compensation from
16 the church?
17 WITNESS: No.
18 MR. PAYNE: No cash payments?
19 WITNESS: No.
20 MR. PAYNE: You have not received any cash payments?
21 WITNESS: No, no.
22 MR. SOLIS: Gifts?
23 WITNESS: No.
24 MR. SOLIS: Bonus?
25 WITNESS: No. If we made more money, maybe we could.

1 MR. SOLIS: That brings up actually another question I had.

2 You know, the church's typical revenue stream --

3 WITNESS: Mm-hmm.

4 MR. SOLIS: -- what is that? Where does that come from?

5 WITNESS: Well, we have service every week, and we get

6 tithes and offerings. And we have a yearly

7 fundraiser, and that's where a majority of our

8 finances come from.

9 MR. SOLIS: And what is at the end of the year that

10 typically look like with all the offerings and

11 the fundraiser, that full revenue stream, what

12 does that kind of look like before expenditures

13 go out for taxes and bills? Do you have an

14 estimate of that?

15 WITNESS: I don't. I'm sorry. I could have got that

16 information. I didn't know --

17 MR. SOLIS: Okay.

18 WITNESS: -- that you guys would need that.

19 MR. SOLIS: That's fine.

20 WITNESS: Okay.

21 MR. SOLIS: We can -- we can even follow up later with

22 something like that.

23 WITNESS: Sure.

24 MR. SOLIS: We just wanted to get a general picture of kind

25 of what the church's budget looks like. Do you

1 have any budget numbers you could share with us
2 off the top of your head?
3 WITNESS: Not really. No, I don't.
4 MR. SOLIS: Okay. And you mentioned offerings at the -- at
5 Sunday --
6 WITNESS: Yes.
7 MR. SOLIS: -- services.
8 WITNESS: Mm-hmm.
9 MR. SOLIS: And then a yearly fundraiser. What about
10 donations to the church?
11 WITNESS: Yes. We get donations also.
12 MR. SOLIS: Okay. Where do you usually get donations from?
13 WITNESS: I don't know of anyone's right off the top of my
14 head. I don't know of any people that have made
15 donations right off the top of my head.
16 MR. SOLIS: Okay. What about Congressman Rush? Does he
17 make any donations to the church?
18 WITNESS: He pays his tithes and offerings on Sundays.
19 MR. SOLIS: Okay. What about from his campaign committee
20 Citizens for Rush?
21 WITNESS: Oh, yes. There have been some --
22 MR. SOLIS: There have been?
23 WITNESS: -- from Citizens for Rush. Yes. Mm-hmm.
24 MR. SOLIS: Okay. I actually have a document that we
25 created, and so to give you guys a look at it.

1 It's a chart and spreadsheet of donations that
2 we've seen from publicly available information
3 that Citizens for Rush has made to the church, I
4 believe going back to 2005. And so, you know,
5 just taking a look at that information, you
6 know, does that -- does that help you recall any
7 specific donations that Citizens For Rush has
8 made?
9 WITNESS: Well, I was here during the time -- let's see.
10 So I started -- yeah. So I guess the ones in
11 2011 on forward.
12 MR. SOLIS: Okay.
13 WITNESS: I was here during that time.
14 MR. SOLIS: And after taking a look at some of those line
15 items from 2011 on forward, do you recall
16 anything about those specific donations?
17 WITNESS: The thing is that I honestly don't remember each
18 donation being made so -- because it's so long
19 ago.
20 MR. SOLIS: Okay. When -- I'm sorry.
21 MR. PAYNE: Do you recall any donations being made? You
22 don't recall specific donations.
23 WITNESS: Specific, yes.
24 MR. PAYNE: Do you recall any general donations?
25 WITNESS: Yes.

1 MR. PAYNE: Okay. And what do you recall about those?
2 WITNESS: I don't -- what do you mean by recall about
3 -- do you remember --
4 MR. PAYNE: Did you ask for the donations?
5 WITNESS: Did I ask for them?
6 MR. PAYNE: Mm-hmm.
7 WITNESS: No, no.
8 MR. PAYNE: How did you learn -- how do you typically learn
9 the donations are to be made by the campaign to
10 the church?
11 WITNESS: When I get the check.
12 MR. PAYNE: And who delivers the check to you?
13 WITNESS: I got the check from Congressman Rush.
14 MR. PAYNE: Okay.
15 MR. SOLIS: And what does he say to you when he delivers the
16 check?
17 WITNESS: Deposit it.
18 MR. SOLIS: Okay. Is the core group made aware of the
19 donation from the campaign committee?
20 WITNESS: It's -- I don't know. They're so long ago. I,
21 honestly -- I don't know if it was brought up in
22 a core group or not. I'm assuming that it
23 probably was.
24 MR. SOLIS: Okay. Are you a member of the core group?
25 WITNESS: I am.

1 MR. SOLIS: Okay.

2 WITNESS: Mm-hmm.

3 MR. SOLIS: So in any of the core group meetings, do you

4 remember a donation from Citizens for Rush being

5 discussed at the core group meetings?

6 WITNESS: For 100 percent I can't say yes or no. I -- it

7 probably was.

8 MR. SOLIS: Okay.

9 WITNESS: Yeah.

10 MR. SOLIS: Something like this, generally donations, is it

11 discussed at core group meetings?

12 WITNESS: We usually give a report, especially from our

13 anniversary. We kind of give a running report

14 of how the -- we sell an ad book. So how the

15 ads are coming in, and the money that's coming

16 in. That's reported to the core group.

17 MR. SOLIS: Okay. And when the core group is discussing the

18 donations, any potential donations that are

19 coming in, is it a decision made by the

20 collective group to accept the donation, or, you

21 know, to get into discussions with the donor?

22 WITNESS: Well, there's never been a time where the core

23 group wouldn't accept --

24 MR. SOLIS: Right.

25 WITNESS: -- a donation where we would decide to not

1 accept a donation. So, yeah. I think it's a
2 collective group, but I don't ever remember us
3 turning down a donation.
4 MR. SOLIS: Okay. What about donations besides those made
5 by Citizens for Rush? Do you recall any
6 specific donations since you've been an
7 administrative assistant?
8 WITNESS: Well, we have, like I said, ad -- ad books. So
9 there are -- let's see. Who's in the ad? I'm
10 drawing a blank now. White Sox, the White Sox,
11 they get an ad --
12 MR. SOLIS: Okay.
13 WITNESS: -- every year.
14 MR. SOLIS: And do the White Sox make a donation to the
15 church?
16 WITNESS: Well, it's -- they purchase an ad in the ad
17 book.
18 MR. SOLIS: Okay.
19 WITNESS: So I don't know how they -- I think it's
20 considered a donation for them.
21 MR. SOLIS: So you consider that a donation? Okay.
22 WITNESS: Yeah.
23 MR. PAYNE: The -- the ad book, is that part of the annual
24 fundraiser --
25 WITNESS: Yes.

1 MR. PAYNE: -- or was that something separate? That's the
2 annual fundraiser?

3 WITNESS: Yes. Mm-hmm.

4 MR. PAYNE: And are most of the donations from individuals
5 or from organizations, businesses.

6 WITNESS: They're mostly from businesses --

7 MR. PAYNE: Mm-hmm.

8 WITNESS: -- and organizations, yeah, and they're
9 advertising in the book.

10 MR. PAYNE: Okay.

11 MR. SOLIS: And in that form of -- of just a cash donation,
12 a check presented to you like -- like Citizens
13 for Rush has done in the past, does any other
14 group or organization do that? They just cut
15 you a check to give to the church without an ad?

16 WITNESS: I believe there have been some checks outside of
17 our anniversary fundraiser. Yeah.

18 MR. SOLIS: Okay. Do you know for what organizations those
19 originated?

20 WITNESS: No, no. I can't remember right off the top of
21 my head.

22 MR. SOLIS: Okay.

23 MR. PAYNE: I just want to back up a little bit. How many
24 days a week do you work at the church?

25 WITNESS: I'm there -- well, I would say seven days a

1 week.

2 MR. PAYNE: Okay. And then how many hours per day?

3 WITNESS: Let's see. I start at 9:00 usually, and I leave

4 about maybe 3:30 --

5 MR. PAYNE: Okay.

6 WITNESS: -- Monday through Friday. Saturdays are -- it

7 varies. It depends on what's going on. It's

8 not every Saturday but some Saturdays and then

9 Sunday for morning worship service.

10 MR. PAYNE: Okay.

11 WITNESS: And that's 10:45. We usually leave about 2:30.

12 MR. PAYNE: Okay. And you guys are 12 months a year?

13 WITNESS: Yes. Mm-hmm.

14 MR. PAYNE: Is anyone else responsible for managing the

15 financial activities of the church other than

16 you?

17 WITNESS: No. Up until June of last year, we also had a

18 secretary, and she would make some bill payments

19 also.

20 MR. PAYNE: And you mentioned that you are responsible for

21 the payroll?

22 WITNESS: Yes.

23 MR. PAYNE: Who are the people on payroll?

24 WITNESS: Jeff Rush, James Teague, Moses Hall, and Michael

25 Turner.

1 MR. PAYNE: All right. And let's just run through those and
2 get their titles and responsibilities. Jeff
3 Rush, what is he paid for?
4 WITNESS: He is the church steward. So he does all the
5 custodial work and setups and breakdowns for
6 events. And he kind of just manages the
7 building.
8 MR. PAYNE: James Teague?
9 WITNESS: He is our choir director and minister of music.
10 MR. PAYNE: Moses Hall?
11 WITNESS: He is our organist.
12 MR. PAYNE: Michael Turner?
13 WITNESS: Is our drummer.
14 MR. PAYNE: And prior to the secretary leaving, was she
15 paid?
16 WITNESS: Yes, she was.
17 MR. PAYNE: What was her name?
18 WITNESS: Johnnie May Robinson.
19 MR. SOLIS: Did you ever discuss getting paid with -- by --
20 by the church?
21 WITNESS: No.
22 MR. SOLIS: No?
23 WITNESS: No.
24 MR. SOLIS: When you took the role on, you knew it was going
25 to be a non-paid position?

1 WITNESS: Yes.

2 MR. SOLIS: And how did you know that?

3 WITNESS: Well, I was brought on to just help the church,

4 and I know at the point -- at that point in time

5 that the church would not be paying me.

6 MR. SOLIS: Is anyone else at the church working as much as

7 you -- you know, you're there from 9:00 to 3:30

8 seven days a week. Is anybody else working that

9 many hours at the church?

10 WITNESS: No one works here officially, but we do have a

11 lot of volunteers that come in but not as much

12 as me.

13 MR. SOLIS: And you talked about how you are responsible for

14 paying some bills --

15 WITNESS: Mm-hmm.

16 MR. SOLIS: -- but not taxes? Who's responsible for paying

17 taxes?

18 WITNESS: We don't pay taxes, other than payroll taxes.

19 MR. SOLIS: Yeah. Right.

20 WITNESS: But other taxes we don't pay --

21 MR. SOLIS: Okay.

22 WITNESS: -- taxes.

23 MR. SOLIS: Is the church responsible for property taxes?

24 WITNESS: No. I don't think so.

25 MR. SOLIS: Okay.

1 WITNESS: And the payroll taxes are paid through the
2 payroll company that we -- that we have.
3 MR. SOLIS: Okay. Regarding the -- and paying these sort of
4 bills and utilities, what is that? Is that
5 electric? Is that --
6 WITNESS: Yeah.
7 MR. SOLIS: -- water, anything like that?
8 WITNESS: Yes.
9 MR. SOLIS: What do you have to pay?
10 WITNESS: Electric, gas, water. Well, at the time we're
11 not paying the mortgage, but if that was going
12 on, we would pay that also. I would pay that.
13 MR. SOLIS: And why are you not paying the mortgage right
14 now?
15 WITNESS: Our mortgage company and bank actually was taken
16 over by the FDIC. So right now the mortgage is
17 kind of in limbo. So we're not even sure who
18 has our mortgage at this time.
19 MR. SOLIS: Okay. When you're paying the electric, gas, and
20 water bills, are you making those decisions to
21 pay solely on your behalf? I mean, is anybody
22 else assisting you with that?
23 WITNESS: No. When Johnnie May was here, she would assist
24 with some of those bills, but now that she's
25 gone, I just pay them all.

1 MR. SOLIS: Do you ever have to call up the Congressman and
2 say we've got this bill due, what do you think
3 about that?
4 WITNESS: No. I pretty much just pay them. If we have
5 the money, I pay the bills --
6 MR. SOLIS: Okay.
7 WITNESS: -- to keep us from getting in trouble with, you
8 know --
9 MR. SOLIS: Right, right. When you are paying bills for the
10 church, making disbursements for the church, do
11 you ever have to talk to the Congressman about
12 that?
13 WITNESS: For bills, no. Really, I mean, we get the bill
14 in, and if we have the money, I go ahead and pay
15 them. He's very busy. So I try not to burden
16 him with those types of things. Yeah.
17 MR. SOLIS: What types of things would you discuss with him?
18 WITNESS: As far as financial?
19 MR. SOLIS: Right.
20 WITNESS: Honestly, I don't really discuss too much
21 financial. As far as bill paying and things
22 like that, I don't -- if we have the money when
23 we get the bill, I'll pay it.
24 MR. PAYNE: So you wouldn't need him there. So in a
25 situation where you don't have the money, what

1 do you do?

2 WITNESS: I'll let him know that we can't pay this bill --

3 MR. PAYNE: Okay.

4 WITNESS: -- if it's -- if we don't have the money.

5 MR. PAYNE: And is that a situation where he would then give

6 you a check from the campaign?

7 WITNESS: No. I wouldn't say that would be it. I'm

8 trying to think. I'm trying to look back at

9 some of the dates. Yeah. I really -- I can't

10 say because I don't know. I'm looking at this

11 July 23rd one, and we may have needed to pay the

12 musicians during that time. But the other ones,

13 with them being so far back, is kind of hard to

14 say what was going on during that time that we

15 got the donations. I don't know. I don't

16 recall.

17 MR. SOLIS: And you mentioned that if there's enough funds

18 in the church's bank account, you do your best

19 to pay the bills.

20 WITNESS: Mm-hmm.

21 MR. SOLIS: What about payroll? Has there ever been a time

22 where the church didn't have enough funds to

23 cover payroll?

24 WITNESS: Yes.

25 MR. SOLIS: Okay.

1 WITNESS: There's been times when the musicians had to go,
2 you know, a couple of weeks without being paid -
3 -
4 MR. SOLIS: Okay.
5 WITNESS: -- until we can get enough funds to pay them.
6 MR. SOLIS: I'm sorry, Ms. Chatman. Just could I ask you to
7 speak up a little bit?
8 WITNESS: Oh, I'm sorry.
9 MR. SOLIS: No problem. No problem.
10 WITNESS: I forgot I'm --
11 MR. SOLIS: Just want to make sure we catch everything.
12 WITNESS: Okay.
13 MR. SOLIS: So has that ever been a time in the past since,
14 you know, 2013, in the past year or so where
15 there wasn't enough funds to cover payroll?
16 WITNESS: I don't think so in 2013. Well, you know what,
17 I think there was some time in 2013, earlier on
18 in the year --
19 MR. SOLIS: Okay.
20 WITNESS: -- where we might have -- they had to go a
21 couple of weeks without being paid.
22 MR. SOLIS: Okay. And what about Jeffrey Rush? When did he
23 start working for the church?
24 WITNESS: I think he started July. I think it was the
25 beginning of July of 2013.

1 MR. SOLIS: Okay. And who made the decision to bring him
2 or?
3 WITNESS: The core group.
4 MR. SOLIS: Core group.
5 WITNESS: We -- we lost our church custodian two years
6 ago, and that put a burden on the church to
7 replace him. So we had gone a whole year or so
8 without someone there to keep the church clean
9 and to do all of the duties. So we needed to
10 get someone.
11 MR. SOLIS: And how --
12 WITNESS: Ended up --
13 MR. SOLIS: Oh, I'm sorry.
14 WITNESS: I'm sorry. That's okay. Go ahead.
15 MR. SOLIS: How was Jeffrey Rush introduced to the core
16 group as far as his name being floated as a
17 potential candidate for the position?
18 WITNESS: I believe that was presented by Pastor Rush.
19 MR. SOLIS: Okay.
20 WITNESS: Yeah. That he was available at that time.
21 MR. SOLIS: And when that decision was made, was it a vote
22 by the core group? Everybody decided?
23 WITNESS: Yes.
24 MR. SOLIS: Okay.
25 WITNESS: Yes.

1 MR. SOLIS: How was the decision made how to pay Jeffrey?

2 WITNESS: That was a core group decision also.

3 MR. SOLIS: So his rate of pay was decided by the -- the
4 group as a whole?

5 WITNESS: Yes. To continue on paying him as Lamone, who
6 was our custodian before him, the one that
7 passed away, he was getting paid.

8 MR. SOLIS: So Jeffrey's payment from the church was the
9 same as the previous person in that position?

10 WITNESS: Yes. Just -- it's a little more, but it's
11 almost the same.

12 MR. SOLIS: What is that rate of pay?

13 WITNESS: Six hundred every two weeks.

14 MR. SOLIS: And how many hours is Jeffrey at the church
15 working a week?

16 WITNESS: Again, that varies. He's there earlier than I
17 am. So he gets there before 9:00. Sometimes he
18 might leave before me. Sometimes he might leave
19 after me, but it's kind of hard to say. And
20 he's there on Saturdays sometimes when I'm not.
21 He's there on Sundays before we come in for
22 service. So it's kind of hard to say how many
23 hours he's actually there.

24 MR. SOLIS: Okay. Does he work every day?

25 WITNESS: No, no. Not every day.

1 MR. SOLIS: How many days a week would you say he works?
2 WITNESS: I would say he's probably about five to six days
3 a week. Well, no. Let's say. Let's say four
4 to six days a week.
5 MR. SOLIS: Okay. Congressman Rush's role with the church.
6 You know, you mentioned that he's the pastor.
7 WITNESS: Yes.
8 MR. SOLIS: What official title does he have with the
9 church?
10 WITNESS: He would be the pastor.
11 MR. SOLIS: Okay. Is he president? Is he -- does he have
12 any additional titles?
13 WITNESS: Well, on our annual report, we have him down as
14 the president, but I think he just goes by the
15 pastor. Mm-hmm.
16 MR. SOLIS: And you talked about the core group, so I want
17 to find out about decision making. So we've
18 talked about, you know, hiring Jeffrey. We've
19 talked about, you know, some of the decisions
20 they make. But when a decision is made by the
21 church and the core group, does Representative
22 Rush, as the -- as the president, does he have
23 the final say on the decision of the core group?
24 WITNESS: No, no.
25 MR. SOLIS: No?

1 WITNESS: We take a vote, and if we don't agree, we let
2 him know.
3 MR. SOLIS: Okay. Oh, really. Yeah.
4 WITNESS: Nicely.
5 MR. SOLIS: So when a decision needs to be made, there's an
6 actual vote --
7 WITNESS: Yes.
8 MR. SOLIS: -- that's made?
9 WITNESS: Mm-hmm. Mm-hmm.
10 MR. SOLIS: How many members are there in the core group?
11 WITNESS: I believe there's 10. Yeah. I believe there's
12 10.
13 MR. SOLIS: Okay. And we have asked Patricia and Ned to
14 name people in the core group --
15 WITNESS: Okay.
16 MR. SOLIS: -- but --
17 WITNESS: That didn't go well, did it?
18 MR. SOLIS: I think you might be the best person to ask.
19 WITNESS: Okay.
20 MR. SOLIS: Because they weren't quite sure of everybody.
21 So if you could just name off the people in the
22 core group.
23 WITNESS: It's hard getting everyone there in one meeting.
24 MR. SOLIS: Okay.
25 WITNESS: So -- okay. So myself, Patricia.

1 MR. SOLIS: And Patricia is your mother?

2 WITNESS: Yes.

3 MR. SOLIS: Okay.

4 WITNESS: Uh-huh. Rosetta Collins, Luanna Peters,

5 Geraldine Loring, Latanya Shannon, John Preston.

6 MR. SOLIS: Preston?

7 WITNESS: Preston. Mm-hmm. May Turner and let's see,

8 Pastor Rush, Carolyn Rush, and I believe that is

9 -- no, no -- Julia Mitchem and Larry Mitchem.

10 MR. SOLIS: All right. Do you know if Congressman Rush is

11 paid by the church?

12 WITNESS: No.

13 MR. SOLIS: No?

14 WITNESS: He brings that up a lot.

15 MR. SOLIS: Well, we've heard that before. So --

16 WITNESS: He tells the congregation. He tells everybody.

17 MR. SOLIS: I was just going to ask. When does he tel-

18 people that? When does he tell --

19 WITNESS: I mean, he finds a way to work it into --

20 MR. SOLIS: So it's something that people are -- in the

21 church are generally aware of?

22 WITNESS: Yes.

23 MR. SOLIS: Okay.

24 WITNESS: Mm-hmm.

25 MR. SOLIS: And ever -- you know, have you known about that

1 since you started --

2 WITNESS: Oh, yes.

3 MR. SOLIS: -- as administrative assistant?

4 WITNESS: Mm-hmm.

5 MR. SOLIS: Okay. I should have covered this long before.

6 But are you related to Representative Rush?

7 WITNESS: Yes, yes.

8 MR. SOLIS: Okay.

9 WITNESS: Mm-hmm.

10 MR. SOLIS: And in what manner are you related to him?

11 WITNESS: My father is his brother.

12 MR. SOLIS: Okay. So you are his niece?

13 WITNESS: His niece, yes.

14 MR. SOLIS: All right. What about Carolyn Rush? Is that

15 the Congressman's wife?

16 WITNESS: Yes.

17 MR. SOLIS: Okay. Is she paid at all by the church?

18 WITNESS: No, no.

19 MR. SOLIS: The Beloved Community Family Services

20 Organization.

21 WITNESS: Yes.

22 MR. SOLIS: Do you know what that is?

23 WITNESS: Yes.

24 MR. SOLIS: What is that organization?

25 WITNESS: It's a not for profit organization, and they

1 help members of the community with different
2 services. They have Afterschool Matters program
3 there, where there are, you know, 50 to 60
4 children that come there a couple of times a
5 week and during the school year. And they're
6 there every day during the summer. And they
7 help adults with computer services and, you
8 know, teaching them computers and things like
9 that. They do a lot in the community.

10 MR. SOLIS: Do you work at all or volunteer at all with the
11 Family Services Organization?

12 WITNESS: No.

13 MR. SOLIS: Okay. Do you know who does work there?

14 WITNESS: The -- the director is Delphine Rankin, and
15 there are other people there; but I don't know
16 their titles. Do you just want their names?

17 MR. SOLIS: Yeah. Anybody you can think of off the top of
18 your head who right work there.

19 WITNESS: Okay. Cynthia -- oh, gosh. What is her last
20 name? I'm sorry. I'm drawing a blank on her
21 last name.

22 MR. SOLIS: That's quite all right.

23 WITNESS: Calvin Hoarde and Michael. And I'm -- I'm
24 drawing a blank on his last name also.

25 MR. SOLIS: Okay.

1 WITNESS: Oh, there's LaShasha. I can't -- okay. I'm
2 sorry. I should know their last names.
3 MR. SOLIS: No, no, no. That's quite all right.
4 WITNESS: I see them every day.
5 MR. SOLIS: That's quite all right. And if you see them
6 every day, you know, what -- what relationship
7 does the church have to the Family Services
8 Organization?
9 WITNESS: They actually have a space in the same building
10 as us. Well, we're supposed to be renting them
11 a space, but they haven't been able to pay rent.
12 So we're just providing them with a space.
13 MR. SOLIS: How was that organization started?
14 WITNESS: I don't know. It was started before --
15 MR. SOLIS: Okay. Do you know --
16 WITNESS: -- I came on board.
17 MR. SOLIS: Do you know if Congressman Rush or his family
18 had anything to do with starting that
19 organization?
20 WITNESS: Yeah. I don't know. I'm sorry.
21 MR. SOLIS: Okay. Do you know if Carolyn Rush, Congressman
22 Rush's wife, if she has any sort of working
23 capacity with that organization?
24 WITNESS: I know she is on the board.
25 MR. SOLIS: Okay. And what do you know of her work on the

1 board? What is her responsibilities on the
2 board?
3 WITNESS: I don't know. I know that they used to have
4 meetings on Saturdays right before the core
5 group would meet. So she would be there for the
6 meetings that they would have.
7 MR. SOLIS: Okay.
8 WITNESS: I'm assuming it was once a month, but I'm not
9 sure.
10 MR. SOLIS: Okay. Do you know if Carolyn Rush was paid by
11 the Family Services Organization?
12 WITNESS: I don't think she was, but I don't know.
13 MR. SOLIS: Beloved Community Family Wellness Center.
14 WITNESS: Mm-hmm.
15 MR. SOLIS: You've heard of that?
16 WITNESS: Yes.
17 MR. SOLIS: What do you know about that organization?
18 WITNESS: It's -- it's a community kind of a clinic where
19 people in the community can go and get health
20 services.
21 MR. SOLIS: Okay. Do you know who works there?
22 WITNESS: The only person that I know by name that works
23 there is Margie Johnson, and she is the
24 director.
25 MR. SOLIS: What about Kacy Rush? Do you know who Kacy Rush

1 is?

2 WITNESS: Yes. Mm-hmm.

3 MR. SOLIS: Who is that?

4 WITNESS: That is Pastor Rush's daughter.

5 MR. SOLIS: Okay. Do you know if she does any work for the

6 Wellness Center?

7 WITNESS: Well, I believe she's on the board. I just

8 found out recently, maybe a couple of months

9 ago, that she's on the board. So I don't know

10 how long she's been on the board.

11 MR. SOLIS: Okay. Is she paid by the Wellness Center?

12 WITNESS: I don't know. I don't know. Yeah.

13 MR. SOLIS: And both of those organizations, Beloved

14 Community Family Services Organization and

15 Beloved Community Family Wellness Center,

16 besides Carolyn Rush and Nancy Rush, do you know

17 if any other member of Congressman Rush's family

18 works for either one of those two organizations?

19 WITNESS: I don't think so. I don't think so.

20 MR. SOLIS: Okay. What is the relationship between the

21 church and those two organizations?

22 WITNESS: Well, as far as Family Services, like I told

23 you, we're -- I guess we're the landlords.

24 MR. SOLIS: Okay.

25 WITNESS: I guess we would be considered that, and I think

1 that's -- that's the only relationship that we
2 have with them. The Wellness Center, they're
3 not located in our building. So I don't think
4 there's a relationship there.
5 MR. SOLIS: Okay.
6 MR. PAYNE: Family Services, how are they funded?
7 WITNESS: I don't know -- I don't know. Yes. I don't
8 know.
9 MR. PAYNE: And you mentioned that there -- the church is
10 the landlord.
11 WITNESS: Mm-hmm.
12 MR. PAYNE: Is there any type of agreement, any lease?
13 WITNESS: There is a lease. Mm-hmm.
14 MR. PAYNE: And what is the monthly rent?
15 WITNESS: I believe it's \$484.
16 MR. SOLIS: A month?
17 WITNESS: A month. I'm sorry.
18 MR. SOLIS: Okay. And you said they have not been able to
19 pay that yet?
20 WITNESS: No.
21 MR. SOLIS: Right? Okay.
22 MR. ZENOFF: I'm not sure she said "yet." Have they ever
23 paid that?
24 MR. SOLIS: Sorry about that.
25 WITNESS: They have paid it in the past.

1 MR. ZENOFF: They have paid in the past?

2 WITNESS: I'm sorry. Yes.

3 MR. SOLIS: I misinterpreted that.

4 WITNESS: I'm sorry. They have paid it in the past --

5 MR. SOLIS: Okay.

6 WITNESS: -- but they've run into some financial

7 difficulties.

8 MR. SOLIS: Do you know when they would have stopped paying

9 rent?

10 WITNESS: It has been about a year.

11 MR. SOLIS: Okay. Does the church give any money to either

12 the Family Services Organization or the Wellness

13 Center?

14 WITNESS: No.

15 MR. SOLIS: So as your role as administrative assistant who

16 makes expenditures on behalf of the church,

17 you're not aware of any donations or gifts made

18 by the church to those organizations?

19 WITNESS: No, no. Not at all. No.

20 MR. SOLIS: Okay. Do you know about Congressman Rush's

21 role, if any, with either one of those

22 organizations?

23 WITNESS: I don't -- he's not on the board or anything

24 like that. I don't think he has any decision-

25 making position with either one of those.

1 MR. SOLIS: Has he ever talked to you about either one of
2 those organizations?
3 WITNESS: No, no.
4 MR. SOLIS: Have you spoken to Congressman Rush about the
5 fact that we would be talking to you today?
6 WITNESS: I haven't talked to him about us coming today,
7 but I -- we did have a meeting with Pastor Rush,
8 and the core group, and Scott Thomas.
9 MR. SOLIS: And what was that meeting about?
10 WITNESS: To inform the core group of the investigation
11 and to meet Mr. Thomas.
12 MR. SOLIS: Did Mr. Thomas speak at that meeting?
13 WITNESS: He did. Yes.
14 MR. SOLIS: What did he talk about?
15 WITNESS: He kind of gave us, I guess, an overview of --
16 of the steps that would be taken during the
17 investigation.
18 MR. SOLIS: Did he go over with you the topics that we might
19 be asking you about?
20 WITNESS: He -- well, I don't -- not -- I don't think he
21 talked about -- this was a couple of weeks ago
22 that we had this meeting. No. I don't think
23 so. I don't think he gave us the -- the
24 questions that you guys would ask us. No.
25 MR. SOLIS: Okay. You know, for example, we asked you

1 questions about Citizens for Rush's donations
2 made to the church. So I'm just wondering --
3 WITNESS: Well, we talked about that there was a story
4 that was written about Congressman Rush, and
5 that was one of the things that was brought up
6 in the story. So we did talk about that.
7 MR. SOLIS: So at that meeting you discussed about the press
8 article --
9 WITNESS: Yes.
10 MR. SOLIS: -- that had been written about Representative
11 Rush?
12 WITNESS: Yes.
13 MR. SOLIS: Okay. What did Representative Rush say at the
14 meeting?
15 WITNESS: I believe he brought up the article. This was
16 before Mr. Thomas came into the meeting, and he
17 told us that there is an investigation going on.
18 And that he had hired an attorney, and he wanted
19 the attorney to come and speak to us.
20 MR. SOLIS: Did either Representative Rush or Mr. Thomas
21 talk about the fact we'd be asking questions
22 about any compensation that the church would pay
23 to anybody?
24 WITNESS: No. At -- at the time of the meeting, we didn't
25 know how in depth the investigation would go.

1 So --

2 MR. SOLIS: Okay.

3 WITNESS: Yeah.

4 MR. SOLIS: Just to go back real quick to Citizens for Rush.

5 Are you aware of that name? That's

6 Representative Rush's campaign committee.

7 WITNESS: Mm-hmm.

8 MR. SOLIS: We discussed it earlier.

9 WITNESS: Mm-hmm.

10 MR. SOLIS: Have you ever worked for Citizens for Rush on a

11 volunteer basis or paid?

12 WITNESS: No.

13 MR. SOLIS: Okay.

14 MR. PAYNE: I want to make sure that I understand some

15 things you discussed earlier when we did the

16 bill paying.

17 WITNESS: Mm-hmm.

18 MR. PAYNE: So in a situation where there's not enough money

19 to pay the bills, and then you -- you mentioned

20 that you then speak to the pastor.

21 WITNESS: Mm-hmm.

22 MR. PAYNE: What then happens when you tell the pastor about

23 the shortfall?

24 WITNESS: Sometimes we would have to put the bill off

25 until we can get the funds. We've been pretty

1 good for a while now. There may be a donation
2 then too. Yeah.
3 MR. PAYNE: Donation from where?
4 WITNESS: I can't recall the different places that it
5 would be made from, but we usually get a
6 donation from, you know, I guess, companies that
7 make donations to churches or not for profit
8 organizations.
9 MR. PAYNE: So you're saying in that situation, the pastor
10 may reach out to a company or organization to
11 then have them donate to the church?
12 WITNESS: Yes. Mm-hmm.
13 MR. PAYNE: And some of those donations have come from the
14 campaign as well in those circumstances?
15 WITNESS: I can't say that that's what was going on during
16 a time when we got the donations because I just
17 don't remember, but I do know that we get
18 donations from companies.
19 MR. SOLIS: And the Congressman has discussed this with you
20 that if you -- we're short on the utility or
21 some sort of payment that the church needs to
22 make, I'm going to reach out to somebody to get
23 a donation? Does he ever --
24 WITNESS: No.
25 MR. SOLIS: Then what connection do you make then when

1 you're -- when you're -- the funds are a little
2 low and a company or some entity makes a
3 donation to the church? What do you think
4 happens? How do you think that happened or came
5 to be?
6 WITNESS: Well, no. I will -- it's -- usually if we're
7 unable to pay the staff, the musicians, then
8 I'll, you know, reach out to Congressman Rush
9 and let him know that we don't have enough to
10 pay the musicians.
11 MR. SOLIS: And is it your understanding that then he makes
12 a phone call or contacts somebody in order to
13 secure a donation?
14 WITNESS: I believe so. Yeah. I believe so.
15 MR. SOLIS: Why do you believe that?
16 WITNESS: Because, you know, they might have to wait a
17 couple of weeks, but they, you know, eventually
18 get paid. So if we're not able to make it up
19 with tithes and offering, then we will have a
20 donation made to the church.
21 MR. SOLIS: Has Congressman Rush ever talked about a
22 specific company or specific entity that he
23 would get a donation from to cover those bills?
24 WITNESS: No.
25 MR. SOLIS: When -- going back to the donations from his

1 campaign committee.

2 WITNESS: Mm-hmm.

3 MR. SOLIS: And he brings you a check. Does he ever say to

4 you, make sure this goes to this bill, to this

5 payment that you have to make?

6 WITNESS: Well, anytime I go to him because we're low,

7 it's usually like for a particular thing. So

8 it's usually the payroll for the band.

9 MR. SOLIS: Okay. So some of these donations from his

10 campaign committee could be meant for a specific

11 debt or obligation that the church has?

12 WITNESS: It's -- it's hard to say with these -- showing

13 me exact checks and payments because I just

14 don't know what was going on during that time.

15 MR. SOLIS: Okay.

16 WITNESS: So it's kind of hard to say what these payments

17 were for.

18 MR. SOLIS: From 2011 on --

19 WITNESS: Yeah.

20 MR. SOLIS: -- do you have any idea of whether or not those

21 were for a specific debt or obligation the

22 church had?

23 WITNESS: Yeah. I'm sorry. I don't know because I don't

24 remember.

25 MR. PAYNE: This may just help so we have in our

1 understanding. For the drummer, how much is he
2 paid per --
3 WITNESS: He's 200.
4 MR. PAYNE: Okay. And then the organist?
5 WITNESS: He's 700. Oh, no, no. I'm sorry. These are
6 every two weeks. I'm sorry. These are
7 biweekly. I'm sorry.
8 MR. PAYNE: These are --
9 WITNESS: Biweekly.
10 MR. PAYNE: -- biweekly?
11 WITNESS: Yes.
12 MR. PAYNE: So \$700 biweekly for the organist, 200 for the
13 drummer?
14 WITNESS: Yes.
15 MR. PAYNE: And how much for the -- for James Teague?
16 WITNESS: 200.
17 MR. PAYNE: I know -- and Jeff Rush you told us, but what is
18 it again?
19 WITNESS: His is 600.
20 MR. PAYNE: Okay. And then finally, Johnnie May -- okay,
21 Johnnie May Robinson.
22 WITNESS: Johnnie May.
23 MR. PAYNE: Johnnie May.
24 WITNESS: She left. I believe it was in June.
25 MR. PAYNE: What was her salary?

1 WITNESS: She was 500 every two weeks.

2 MR. PAYNE: Okay. Thank you.

3 MR. SOLIS: I think that is all the questions we have for

4 you.

5 WITNESS: Okay.

6 MR. SOLIS: So thank you very much.

7 WITNESS: Thank you.

8 MR. SOLIS: Alright.

9 END OF INTERVIEW

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type 29:12 types 16:16,17 typical 5:2 typically 5:10 8:8 <hr/> U <hr/> uhhuh 23:4 unable 35:7 understand 33:14 understanding 35:11 37:1 usually 6:12 9:12 12:3,11 34:5 35:6 36:7,8 utilities 15:4 utility 34:20 <hr/> V <hr/> varies 12:7 20:16 volunteer 25:10 33:11 volunteers 14:11 vote 19:21 22:1,6 <hr/> W <hr/> wait 35:16 walgreens 2:15 want 11:23 18:11 21:16 25:16 33:14 wanted 5:24 32:18 wasnt 18:15 water 15:7,10,20 way 23:19 wed 32:21 week 5:5 11:24 12:1 14:8 20:15 21:1,3,4 25:5 weeks 18:2,21 20:13 31:21 35:17 37:6 38:1 wellness 27:13 28:6 28:11,15 29:2 30:12 weve 7:2 16:2 21:17,18 23:15 33:25 whats 12:7 white 10:10,10,14 whos 10:9 14:16 wife 24:15 26:22	witness 2:4,7,10,13 2:15,18 3:1,3,5,7 3:9,13,16,19,21 3:23,25 4:9,11,13 4:17,19,21,23,25 5:3,5,15,18,20,23 6:3,6,8,11,13,18 6:21,23 7:9,13,17 7:23,25 8:2,5,7,11 8:13,17,20,25 9:2 9:6,9,12,22,25 10:8,13,16,19,22 10:25 11:3,6,8,16 11:20,25 12:3,6 12:11,13,17,22,24 13:4,9,11,13,16 13:18,21,23 14:1 14:3,10,15,18,20 14:22,24 15:1,6,8 15:10,15,23 16:4 16:7,13,18,20 17:2,4,7,20,24 18:1,5,8,10,12,16 18:20,24 19:3,5 19:12,14,18,20,23 19:25 20:2,5,10 20:13,16,25 21:2 21:7,10,13,24 22:1,4,7,9,11,15 22:17,19,23,25 23:2,4,7,12,14,16 23:19,22,24 24:2 24:4,7,9,11,13,16 24:18,21,23,25 25:12,14,19,23 26:1,4,9,14,16,20 26:24 27:3,8,12 27:14,16,18,22 28:2,4,7,12,19,22 28:25 29:7,11,13 29:15,17,20,25 30:2,4,6,10,14,19 30:23 31:3,6,10 31:13,15,20 32:3 32:9,12,15,24 33:3,7,9,12,17,21 33:24 34:4,12,15 34:24 35:6,14,16 35:24 36:2,6,12	36:16,19,23 37:3 37:5,9,11,14,16 37:19,22,24 38:1 38:5,7 wondering 32:2 work 2:6 3:17 11:24 13:5 20:24 23:19 25:10,13,18 26:25 28:5 worked 33:10 working 14:6,8 18:23 20:15 26:22 works 14:10 21:1 27:21,22 28:18 worship 12:9 wouldnt 9:23 16:24 17:7 written 32:4,10 <hr/> X <hr/> Y <hr/> yeah 3:14 7:10 9:9 10:1,22 11:8,17 14:19 15:6 16:16 17:9 19:20 22:3 22:11 25:17 26:20 28:12 33:3 34:2 35:14 36:19,23 year 5:9 10:13 12:12,17 18:14,18 19:7 25:5 30:10 yearly 5:6 6:9 years 2:13 4:14 19:5 youre 3:4 14:7 15:19 30:17 34:9 35:1,1 youve 10:6 27:15 <hr/> Z <hr/> zenoff 1:12 29:22 30:1 <hr/> 0 <hr/> 00 12:3 14:7 20:17 <hr/> 1 <hr/> 1 38:16 10 12:11 22:11,12	100 9:6 12 12:12 1484 29:15 <hr/> 2 <hr/> 2 12:11 200 37:3,12,16 2005 7:4 2011 7:11,15 36:18 2013 18:14,16,17 18:25 23rd 17:11 <hr/> 3 <hr/> 3 12:4 14:7 30 12:4,11 14:7 <hr/> 4 <hr/> 45 12:11 <hr/> 5 <hr/> 50 25:3 500 38:1 <hr/> 6 <hr/> 60 25:3 600 37:19 <hr/> 7 <hr/> 700 37:5,12 <hr/> 8 <hr/> 9 <hr/> 9 12:3 14:7 20:17
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EXHIBIT 15

Payville USA

New Employee Setup Form

Company Name: Beloved Church
 Client / Company #: 33-1029249
 Federal ID #

*** IMPORTANT *** We are unable to set up an employee without a valid Social Security Number !!!

Social Security Number [Redacted]		Hire Date: <u>7-1-13</u>		Employee Status: <u>W-2</u>	
Employee Code <u>RUSH</u>		<input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly			
Last Name <u>JEFFREY</u>		Per Pay Period Salary \$ <u>4101.54</u>			
First Name <u>JEFFREY</u>		Rate 1		Hours or \$ to Pay	
Address 1 <u>[Redacted]</u>		Overtime Rate 1		Hours or \$ to Pay	
Address 2 <u>CHICAGO</u>		Rate 2		Hours or \$ to Pay	
City <u>CHICAGO</u>		Rate 3		Hours or \$ to Pay	
Zip Code <u>60629</u>		Other \$		Tips \$	
County <u>COOK</u>		Minimum Wage Meals \$		Estimated Tips \$	
State <u>ILL</u>		Directly Hired? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Indirectly Hired? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Primary Phone <u>773/679-[Redacted]</u>		Marital Status Eligible? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(If Yes, then Date Eligible)	
Date of Birth <u>09-14-1966</u>		1099 Recipient? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		J-1 Visa Employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>		Time Off Account? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(If Yes, then tax documents)	
Division (2)		Ethnicity		<input checked="" type="checkbox"/> African American <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic <input type="checkbox"/> Caucasian <input type="checkbox"/> Asian <input type="checkbox"/> Pacific <input type="checkbox"/> N/A	
Branch (4)		Email Address			
Department (6)					
Team (8)					
Worker's Comp Classification Code					

Taxation	State to Withhold (or Local/County)	Single or Married (Circle One)	Exemptions Claimed (Enter Number)	Additional Tax Options (Circle Options)
Federal		<input checked="" type="radio"/> M	<u>3</u>	FLAT or EXTRA \$ or %
State		<input checked="" type="radio"/> M	<u>3</u>	FLAT or EXTRA \$ or %
Local		<input checked="" type="radio"/> M	<u>3</u>	FLAT or EXTRA \$ or %
Disability				
SUI				

Voluntary Scheduled Deductions (Please Specify Deduction Name on the Top Line)					
Deduction Name					
Permanent Rate					
One-Time Amount					

When completed, please fax this form to Payville USA at (630) 368-3900.
 If you have any questions about this form, call (630) 398-2600.

EXHIBIT 16

Image# 13964791699

**SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS**Use separate schedule(s)
for each category of the
Detailed Summary PageFOR LINE NUMBER:
(check only one)

PAGE 24 OF 32

<input type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input checked="" type="checkbox"/> 21

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)
CITIZENS FOR RUSH

Full Name (Last, First, Middle Initial) A. Angerholzer Broz Consulting, LLC		Date of Disbursement MM / DD / YYYY 08 / 02 / 2013
Mailing Address 499 South Capitol Street SW Suite 422		Amount of Each Disbursement This Period 22000.00 Transaction ID : SB21.16317
City Washington	State DC	
Zip Code 20003	Category/ Type 003	
Purpose of Disbursement Fundraising Consultant	Candidate Name	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		
Full Name (Last, First, Middle Initial) B. Beloved Community Christian Church		Date of Disbursement MM / DD / YYYY 07 / 23 / 2013
Mailing Address 6430 S. Harvard		Amount of Each Disbursement This Period 2100.00 Transaction ID : SB21.16307
City Chicago	State IL	
Zip Code 60600	Category/ Type 012	
Purpose of Disbursement Donation	Candidate Name	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		
Full Name (Last, First, Middle Initial) C. H & W Printing		Date of Disbursement MM / DD / YYYY 08 / 02 / 2013
Mailing Address 3616 Oak Lane		Amount of Each Disbursement This Period 917.68 Transaction ID : SB21.16313
City Mount Rainer	State MD	
Zip Code 20712	Category/ Type 003	
Purpose of Disbursement Printing	Candidate Name	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify)	
State: District:		
SUBTOTAL of Disbursements This Page (optional)		25017.68
TOTAL This Period (last page this line number only)		

EXHIBIT 17

Image# 14960785858

**SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS**Use separate schedule(s)
for each category of the
Detailed Summary PageFOR LINE NUMBER:
(check only one)

PAGE 24 OF 32

<input type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input checked="" type="checkbox"/> 21

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)
CITIZENS FOR RUSH

Full Name (Last, First, Middle Initial)

A. Angerholzer Broz Consulting, LLC

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
0	8		0	2		2	0	1	3

Mailing Address 499 South Capitol Street SW
Suite 422

City Washington State DC Zip Code 20003

Amount of Each Disbursement This Period

22000.00

Transaction ID : SB21.16317

Purpose of Disbursement
Fundraising Consultant003
Category/
Type

Candidate Name

Office Sought:

☐ House
☐ Senate
☐ President

Disbursement For:

☐ Primary ☐ General
☐ Other (specify)

State:

District:

Full Name (Last, First, Middle Initial)

B. Beloved Community Family Services

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
0	7		0	7		2	0	1	3

Mailing Address 6430 S. Harvard Ave.

City Chicago State IL Zip Code 60621

Amount of Each Disbursement This Period

2100.00

Transaction ID : SB21.16307

Purpose of Disbursement
Donation012
Category/
Type

Candidate Name

Office Sought:

☐ House
☐ Senate
☐ President

Disbursement For:

☐ Primary ☐ General
☐ Other (specify)

State:

District:

Full Name (Last, First, Middle Initial)

C. H & W Printing

Date of Disbursement

M	M	/	D	D	/	Y	Y	Y	Y
0	8		0	2		2	0	1	3

Mailing Address 3616 Oak Lane

City Mount Rainer State MD Zip Code 20712

Amount of Each Disbursement This Period

917.68

Transaction ID : SB21.16313

Purpose of Disbursement
Printing003
Category/
Type

Candidate Name

Office Sought:

☐ House
☐ Senate
☐ President

Disbursement For:

☐ Primary ☐ General
☐ Other (specify)

State:

District:

SUBTOTAL of Disbursements This Page (optional)

25017.68

TOTAL This Period (last page this line number only)

EXHIBIT 18

6430 South Harvard
Chicago, Illinois 60621
Telephone
(773) 488-
Fax
(773) 488-9069



May 6, 2014

Delphine F. Rankin
Executive Director

**BOARD OF
DIRECTORS**

Chair
Carolyn Rush
*Beloved Community
Christian Church*

Secretary
Tiffany Hill-Long

Parliamentarian
Honorable
Diane M. Shelley, Esq.
Cook County

Vera D. Alexander
Starrall Sales Co.

Omar S. Ashmawy, Staff Director and Chief Counsel
Congress of the United States
House of Representatives
Office of the Congressional Ethics
P. O. Box 895
Washington D.C. 20515-0895

Dear Mr. Ashmawy,

Per the request from the Congressional Office of Ethics dated March 6, 2014, below are responses to the request. In addition, enclosed are copies of documentation to the request.

1. The names and contact information of all property owners of BCFS, or land that the BCFS occupied, at any point between January 1, 2007 and the present date:
Beloved Community Family Services, Inc. purchased property at 6520 South Stewart, Chicago, Illinois 60621 in 12/2011.

2. The names, contact information, and job description of all directors, officers, managers, and employees of BCFS at any point between January 1, 2007 and the present date:

The following is a list of employee of BCFS since January 1, 2007:

**Delphine F. Rankin, Executive Director, 691 Madisen Lane, University Park, Illinois 60484 (708) 287-
Tammy A. Taylor, Director Hope and Healing, 1300 West 96th Street Chicago, Illinois 60643 (773) 370-
Lahesha Williams, Director Bridge Academy, 1840 S. Karlov Avenue Chicago, Illinois 60623 (773) 234-
Sherry Benjamin, Director Bridge Academy, 3311 South Calumet, Chicago, Illinois 60615 (312) 504-
Darryl Thomas, Life Skills Manager, 14501 S. Wentworth Riverdale, IL. 60827 (773) 501-
Jackie, Life Skills Manager
Michael Hudson, Substance Abuse Specialist, 637 Hoxie Calumet City, Illinois 60409 (773) 449-
Calvin Hoarde, Substance Abuse Specialist. 7917 South Hermitage Avenue Chicago, Illinois 60620 (773) 656-
Thomas Cole, Life Skills Manager, 10653 South Champlain Chicago, Illinois 60628 (773) 25-
Veronica Ford, Mental Health Therapist, (9315 S. Peoria, Chicago, Illinois 60620,(937) 554-
Rachel Friend, Youth Development Specialist, 14635 Woodlawn Ave, Dolton, Illinois (708) 880-
Victoria Snow, Director, 7609 S. Euclid Avenue, Chicago, Illinois 60649 (312) 287-**

Cassandra Foster Gregory, Youth Development Specialist, 6714 S. Lafayette, Chicago, IL (773) 406-
Cynthia Rashid, Youth Development Specialist, 347 East 81st Street, Apt. 2 Chicago, Illinois 60619 (773) 397
Kourtnee Palamore, Trainer/Facilitator, 4712 S. Drexel Blvd, Chicago, IL 60615
Keisha Powe, Trainer /Facilitator, 7549 Van Buren Hammond, IN. 46324
Natalie Graves, Mental Health Professional, 8420 S. Wood St. Chicago, Illinois 60620 (773) 294-

See attached Board of Director's contact list.

3. The names and contact information of all individuals authorized to make disbursements from BCFS funds at any point from January 1, 2007 and the present date. This request includes, but not limited to, individuals making payments for utilities and any debts owed by BCFS.

Delphine F. Rankin – 691 Madisen Lane, University Park, Illinois 6048
Carolyn Rush – 3518 South Calumet, Chicago, Illinois

4. Documents identifying business structure of BCFS from January 1, 2007 to the present date.

See attached Articles of Incorporation

5. Documents identifying federal and state designation of BCFS from January 1, 2007 to the present date.

See attached IRS-501 C3 Letter

6. The names and contact information of any entity affiliated with BCFS at any point between January 1, 2007 and the present date. This request includes, but not limited to, entities where BCFS shares common property owners, officers, and directors.

N/A

7. All documents regarding any compensation paid by BCFS to Representative Bobby Rush or any member of his family from January 1, 2007 to the present date. This request includes, but not limited to, copies of W-2 forms, W-4 forms, or 1099.

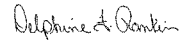
Representative Rush nor any member of his family has ever received compensation from BCFS at any point from January 1, 2007 to the present date.

8. All files, records, notes, communications, and any other documents that concern any contributions from Citizens for Rush congressional campaign committee to BCFS, or any affiliated entity of BCFS, from January 1, 2007 to the present date.

BCFS received a contribution from Citizens for Rush in the amount of \$2100 in July 2013. See attached bank deposit.

If you have any additional questions, feel free to contact me at (773) 488- or by email at @belovedfamily.org

Sincerely,



Delphine F. Rankin
Executive Director

Enclosure

EXHIBIT 19

NON PROFIT CHECKING ACCOUNT [REDACTED]

DEPOSITS					
REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/01	3,158.60		07/19	4,814.00
	07/18	4,141.09		07/23	2,100.00
				07/23	1,080.00

DESCRIPTION	DATE	AMOUNT
BELOVED COMMUNIT BILLING	07/03	112.43
MT Payment 017847004MYWV	07/22	366.19
Services Administrative	07/23	78.78

*** CONTINUED ***

14-8751_0401

APPENDIX B

DICKSTEINSHAPIRO LLP

1825 Eye Street NW | Washington, DC 20006-5403
 TEL (202) 420-2200 | FAX (202) 420-2201 | dicksteinshapiro.com

July 11, 2014

CONFIDENTIAL

Via E-mail ([REDACTED]@mail.house.gov)

Tom Rust
 Chief Counsel and Staff Director
 Committee on Ethics
 U.S. House of Representatives
 1015 Longworth House Office Building
 Washington, DC 20515-6328

Re: OCE referral regarding Rep. Bobby Rush

Dear Mr. Rust:

This letter is in response to the June 11, 2014 letter you sent regarding the OCE referral of a matter involving Rep. Bobby Rush. OCE has recommended that the Committee on Ethics review the circumstances surrounding certain very limited use of an office space on S. King Drive in Chicago.

I. The Value of the Limited Space Usage Is Less Than OCE Claims

Rep. Rush does not deny his Ward Committeeman or State Committeeman party apparatus made some use of the space over the years. But the OCE Report and Findings seem to disregard the many relevant facts provided by Rep. Rush and others that show the value of any such usage is well below the \$365,040 amount over a 20 year period that OCE calculates.

- First, any ongoing usage over the years relates to (A) the storage of what is almost all junk (old essentially worthless office equipment, old useless Alderman records, and a few leftover campaign signs from several campaigns), or (B) the use of window space to post signs of various Democratic Party candidates (normally not a service of marketable value). Feb. 24 Response to OCE Request for Information, Additional Response Section A (Attachment 1); May 27 Submission to OCE, p. 3 (Attachment 2). Assuming there is some fair market value for use of part of the space for storage of the quantity of junk involved, it probably would be in the \$250 per month range in South Chicago. (This is roughly comparable to what Rep. Rush's congressional campaign committee, Citizens for Rush, pays for monthly storage for its leftover furniture and campaign materials at United Storage.) That yields a total of \$60,000 over

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 July 11, 2014
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20 years, or about \$3,000 per year. OCE staff visited the space at S. King Drive and saw the evidence that any ongoing space usage fit the foregoing storage description; and Rep. Rush provided extensive photographic evidence (zip files sent 2/26 and 3/10 by Scott Thomas to Paul Solis at OCE) showing the storage component limited to the junk items noted above (plus a few old desks, old file cabinets, and old sets of shelves dating back 20 years). Yet OCE made no effort to evaluate the real fair market value of renting storage space sufficient for the actual, much-limited task.

- Second, any sporadic use of the space for meetings between ward or state party representative Bobby Rush and prospective local candidates, or as a gathering place for various campaigns' petition circulators or election-day workers, was miniscule over the years. Assuming this amounted to about 10 days on average for each two-year election cycle, as Rep. Rush indicated in the May 27 submission to OCE (Attachment 2 at p. 3), the reasonable way to calculate the value of this would be to determine a daily rental value for a comparable meeting room space. A quick search indicates the South Side YMCA located at 6330 S. Stony Island in Chicago, *see* <http://www.ymcachicago.org/southside/pages/rentals>, offers a community room for 40 guests at \$65/hr for non-members. Use of this room for eight hours per day over 10 days would amount to \$5,200 for each two-year election cycle, or \$2,600 per year. OCE made no effort to calculate the value of sporadic space usage in this manner, even though it much more closely approximates the real usage of the space at issue over the years.
- Third, any sporadic use of the space by a nonprofit (Hope and Healing) for classes back in the 2007-2008 timeframe (Rush Interview, 0040), would have amounted to perhaps two hours per week for about 60 class weeks, for a total of 120 hours. Using the same South Side YMCA rates, this would have amounted to an additional \$7,800 in 2007-2008. Assuming, *arguendo*, this was a value provided to Bobby Rush's ward or state committeeman operation, OCE made no effort to calculate the value of such usage in this better-tailored manner.
- Fourth, OCE seems to have disregarded evidence that the sporadic usage of the space by anyone tapered off significantly after Bobby Rush gave up his Ward Committeeman position in 2008. *See* May 27 submission to OCE, p. 1; Rush Interview, 0034-35. In essence, any sporadic usage of the "office" to meet with local politicians tapered off because local politics in Chicago is conducted at the Ward level. Thus, to be fair, the number of days the space was used for meetings in the last three election cycles (the normal reach of the House Ethics Committee jurisdiction) was significantly reduced, and any rental calculation

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using the South Side YMCA room rate should be even lower than the \$2,600 per year rate noted above.

- Fifth, OCE appears to have disregarded the degraded nature of the space, which OCE staff saw when they visited and which is documented in the photos provided by Rep. Rush (zip files sent 2/26 and 3/10 by Scott Thomas to Paul Solis at OCE). Further, Rep. Rush has explained: (A) the fact that the stores that used to front on the adjoining part of the shopping center were bricked up, greatly isolating the space in question; (B) the fact that the other two comparable office/retail spaces in the immediate area each have been un-rentable and vacant for one or more years; and (C) the fact that there has been a rat problem and a violent crime problem on the back side of the shopping center where the space at issue is located. May 27 submission to OCE, p. 3; February 24 Response to OCE, response to question 1 and Additional Response, Part A (Attachment 1); Rush Interview, 0049, 0059. These factors suggest that the marketability of the space back in 1989 changed dramatically over the years. Note that the effort to try to put a “rent paying” tenant in the space in 2012 failed. Exhibit 4 at 0140. There is a reason. As an office space it is at best a “museum piece,” and at worst a non-marketable mess.
- Sixth, because of the degraded nature of the space, the Committee should recognize the practical benefit that showing some sign of usage actually had to Lake Meadows Associates and its property manager, Draper & Kramer. By at least having the old Ward 2 signage on the door, and campaign signs from various candidates, the space at least looked like it might have some commercial value. This value provided to the property owner and manager should be seen as an offset to whatever value the Committee deems to have been provided to Bobby Rush’s Ward and State Committeeman operations. Indeed, Rep. Rush believes there is a good argument that the value his party operations have been indirectly providing (showing potential value to a potential tenant as the other nearby spaces have sat vacant) in fact equals or exceeds the value of usage he has been receiving in recent years.
- Seventh, as noted in Rep. Rush’s May 27 submission to OCE (Attachment 1), the 1989 lease specifically precluded Rep. Rush claiming any right to continue to occupy the space as of the lease’s expiration in October 1989: “[S]hould Tenant remain in possession of the Leased Premises after any termination of this Lease, no tenancy or interest in the Leased Premises shall result therefrom.” OCE Report and Findings, Exhibit 2, p. 22. Thus, whatever the landlord permitted in terms of usage thereafter certainly was not akin to the comfort and protection of a month-to-month lease, since Bobby Rush’s Ward

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

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

II. There Were No Excessive Contribution Receipts If Proper Valuation Is Applied

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

Under the applicable limit, a partnership may contribute \$10,500 for a primary "cycle" and \$10,500 for a general "cycle" for someone running for State Committeeman. See <http://www.elections.il.gov/downloads/campaigndisclosure/pdf/contribution%20limits.pdf>. Friends of Bobby Rush would have been allowed to receive: \$10,500 for the 2010 general

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“cycle” which ran through June 30, 2011; \$10,500 for the primary “cycle” related to his 2014 race which ran from July 1, 2011 through March 18, 2014; and \$10,500 for the general “cycle” related to his 2014 race which runs from March 19, 2014 through June 30, 2015. (This was confirmed with IL Board of Elections on April 4, 2014 by Dickstein Shapiro associate Aimee Ghosh.) In other words, since January 1, 2011 when Illinois put in place contribution limits, Bobby Rush’s State Committeeman political committee would have been permitted to accept a total of \$31,500 in space usage from the property owner. Yet, during that time, at a \$5,600 per year rate, the committee would have received only \$19,600 in space usage (3 1/2 years’ worth). Thus, if the Committee is willing to apply realistic fair market value measurements—that take into account the limited square footage devoted to ongoing storage of worthless equipment and records and the mere five-days-per-year average of sporadic meeting space usage—it will come to the conclusion that no impermissible contribution whatsoever has been received.

To the extent that OCE was under the perception that Rep. Rush’s federal campaign committee, Citizens for Rush, may have received some impermissible space usage in excess of the \$2,600 per election contribution limit (current), there simply is no basis for such a claim. As Rep. Rush and his committee treasurer have made clear, Rep. Rush has not had any need to mount a significant re-election effort since his race in 2000 against Barack Obama. He has not needed a campaign office, and he has not had one since that 2000 race when he rented an office in a church (Abundant Life Ministries) many blocks away. He, his treasurer, and his chief campaign strategist conduct “office” campaign work out of their homes. While some volunteer campaign workers helping with Citizens for Rush petition circulation or election day get-out-the-vote and poll-watching may have joined at the S. King Drive space with other campaign workers helping other candidates on those few days when the space was opened for these activities, this was a truly *de minimis* service provided by the Bobby Rush Ward or State Committeeman party operation equally to each of the campaigns. Similarly, any isolated brief business meeting Rep. Rush had with his Citizens for Rush treasurer at this location (maybe a couple times a year), is also truly *de minimis*. Feb. 24 Response to OCE, question 1 response and Additional Response part A; May 27 submission to OCE, Part I.

It would be an unfortunate interpretation of campaign finance law if a State Committeeman allowing volunteers from several campaigns to use such a temporary gathering in this manner creates some sort of in-kind contribution to such candidate campaigns. But, if that is the case, any value provided by Bobby Rush’s political apparatus (Friends of Bobby Rush) surely would fall below the \$2,600 per election limit available. (Applying the \$2,600 per year estimate above for the value of using a South Side YMCA community room for five days out of a year, and splitting that among, say, five participating campaigns would yield a mere \$520 per year per benefitting campaign.) Alternatively, if the Committee were to view the value of such space usage as coming from Lake Meadows Associates, a limited partnership with three partners that are LLCs treated as partnerships, the \$520 per year “contribution” to Citizens for Rush for *de minimis* shared use of the S. King Drive space on a few days would be well within the \$2,600 per

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

III. Rep. Rush Is Willing to Facilitate Resolution of This Matter

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

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

Respectfully submitted,


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 Jen Carrier
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Attachments

- 1 - February 24, 2014 Response to Request for Information sent to OCE
- 2 - May 27, 2014 submission to OCE

Attachment 1

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

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

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

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

As will be described in more detail hereafter, the space located at 3361 South [Martin Luther] King Drive has not been used by the Citizens for Rush consultants, self-employed workers, or volunteers, or by Representative Rush in his federal candidate capacity, except to an occasional, isolated, or sporadic extent. This space is used on an intermittent basis as the 1st District Democratic Party State Committeeman office/meeting facility. Representative Rush has served as the 1st District Democratic Party State Committeeman since 1991. (During the 1985 to 2008 period, he also served as the Ward 2 Democratic Party Committeeman.) Even as the State Committeeman office, this space has been used very little during the period covered by the question. To the extent Citizens for Rush has made any usage of this space, it has been to place a couple posters on the windows, and to have campaign workers (e.g., Mrs. Rush or a few volunteers) stop by to monitor get-out-the-vote efforts and the election day process during the

two or three days near the election. Citizens for Rush has been allowed this minor usage just like various local candidate and party organizations. It should be noted that this space is of extremely low market value, as evidenced by the fact that the comparable two spaces available in the building have been vacant for the last one or two years. Under the circumstances, Citizens for Rush has not considered the intermittent, isolated use of the 3361 King Drive space to be something that triggers a rental payment obligation.

2. The name and contact information of any property manager, property owner, or both, at the locations(s) described in Request (1).

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

Upon knowledge and belief, the space located at 3361 S. King Drive, Chicago, Illinois, referenced in Request (1) is owned by Lake Meadows Associates, a limited partnership. Draper & Kramer, which now appears to be affiliated with DKMallon, manages the space in the Lake Meadows Shopping Center. The current contact person is Dee Wells, with DKMallon, [REDACTED], Elmhurst, Illinois. Ms. Wells can be reached by telephone at [REDACTED] or by e-mail at [REDACTED]

3. The name, contact information and dates of employment of all paid employees of Citizens for Rush at any time between January 1, 2007 and the present date.

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

Independent Contractors 2013-2014

John Allen
[REDACTED]
Chicago, IL, 60637

Sheila Jackson
[REDACTED]
Chicago, IL, 60680

Natt Parks
[REDACTED]
Culpeper, VA, 22701

Carolyn Rush
[REDACTED]
Chicago, IL, 60653

Independent Contractors 2011-2012

John Allen
See Address Above

Michael C. Brown
[REDACTED]
Chicago, IL, 60637

Lamoune Glover
Deceased

Sheila Jackson
See Address Above

Natt Parks
See Address Above

Warren Parks
[REDACTED]
Herndon, VA, 20170

Dave Patterson
Address Unavailable

John Preston
[REDACTED]
Chicago, IL, 60653

Sonny Ross
[REDACTED]
Chicago, IL, 60621

Carolyn Rush
See Address Above

Kenyatta St. Claire
[REDACTED]
Chicago, IL, 60653

Chinta Strausburg
[REDACTED]
Chicago, IL, 60615

Timothy Webster
[REDACTED]
Chicago, IL, 60637

Independent Contractors 2009-2010

John Allen
See Address Above

Johnathan Brown
[REDACTED]
Chicago, IL, 60637

Michael Brown
See Address Above

Lamoune Glover
Deceased

Sheila Jackson
See Address Above

Warren Parks
See Address Above

Ziva Patterson
[REDACTED]
Chicago, IL, 60629

Louanner Peters
[REDACTED]

Springfield, IL, 62703

Sonny Ross
See Address Above

Carolyn Rush
See Address Above

Elvnn Rush
[REDACTED]
Chicago, IL, 60615

Judy Rush
[REDACTED]
Chicago, IL, 60629

John Stanley
[REDACTED]
Chicago, IL, 60643

Cynthia Streeter
Address Unavailable

Michael Turner
Address Unavailable

2007 – 2008 Independent Contractors

Robyn Alexander
[REDACTED]
Rockville, MD, 20852

John Allen
See Address Above

Johnny Allen
[REDACTED]
Chicago, IL, 60615

Robert Anderson
[REDACTED]
Chicago, IL, 60649

Orlando Brown
[REDACTED]
Chicago, IL, 60600

Lamoune Glover
Deceased

Carl Hamilton
[REDACTED]
Chiago, IL, 60637

Denise Hall Corder
[REDACTED]
Harvey, IL, 60426

Keith Harris
 [REDACTED]
 Chicago, IL, 60619

Stephanie Henson-Gadlin
 [REDACTED]
 Chicago, IL, 60636

Sheila Jackson
 See Address Above

Jerome Jones
 [REDACTED]
 Chicago, IL, 60653

Geraldine Laury
 [REDACTED]
 Matteson, IL, 60443

Freddrenna Lyle
 [REDACTED]
 Chicago, IL, 60619

Joseph Mathews, Sr.
 [REDACTED]
 Chicago, IL 60619

Anita Minor
 Address Unavailable

Warren Parks
 See Address Above

Perry Ridley
 [REDACTED]
 Chicago, IL, 60608

Carolyn Rush
 See Address Above

Flynn Rush
 See Address Above

Judy Rush
 See Address Above

Tammy Taylor
 [REDACTED]
 Chicago, IL, 60643

Angelia Roberts Watkins
 [REDACTED]
 Chicago, IL, 60628

Rev. Stanley Watkins
 [REDACTED]
 Chicago, IL, 60628

Tracey Williams
 [REDACTED]
 Country Club Hills, IL, 60478

Disbursements to each of these contractors were disclosed on Citizens for Rush filings with the Federal Election Commission which are publically available on the Commission website.

4. The name, contact information and dates of employment of any persons(s) responsible for recordkeeping, issuing campaign disbursements, or both, for Citizens for Rush, at any time between January 1, 2007 and the present date.

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

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

Sheila Jackson can be reached at [REDACTED], Chicago, IL 60680-7292, or by phone at [REDACTED] or [REDACTED].

Mrs. Rush is currently under health care and should not be disturbed if at all possible. It is suggested that any contact be initiated through counsel or through Representative Rush who is aware of her health status and would know whether Mrs. Rush can be contacted.

5. **All files, records, notes, communications, and any other documents that concern any space described in Request (1), from January 1, 2007 to the present date. This request includes, but is not limited to, rental contracts, written lease agreements, and campaign checks reflecting disbursements, possessed by you, your congressional office, or by Citizens for Rush.**

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

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

6. **A description of your relationships (e.g., Director, Agent, Reverend, Pastor, Volunteer, Lessor, Mortgagor, Signor, Co-Signor) with Beloved Community Christian Church, Beloved Community Family Wellness Center and Beloved Community Family Services, Inc. and all documents reflecting any legal status with those entities, at any point from January 1, 2007 to the present date.**

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

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

Rep. Rush was involved in helping all three of the foregoing organizations at the formation stage, and he has volunteered time for his role as Pastor of the Church.

7. **All state and federal tax documents issued to you by Beloved Community Christian Church, Beloved Community Family Wellness Center or Beloved Community Family Services, Inc. recording any income you received at any point from January 1, 2007 to the present date. This request includes, but is not limited to, copies of W-2 forms, W-4 forms, or 1099 forms.**

While Representative Rush has served during this period as the President and Pastor of the Beloved Community Christian Church, these positions are unpaid. He has not been an employee of the Church, Beloved Community Family Wellness Center, or Beloved Community Family Services, Inc.; nor has he received any compensation for his services in an independent contractor status. As such, Representative Rush has received no state or federal tax documents from any of these entities.

8. **The name and contact information of any member of your family employed by Beloved Community Christian Church, Beloved Community Family Wellness Center or Beloved Community Family Services, Inc., from January 1, 2007 to the present date.**

In May of 2013, Representative Rush's son, Jeffrey M. Rush, became an employee of Beloved Community Christian Church due to the passing of the former occupant of that job. Jeffrey Rush was hired by the Church to help with logistics, set-up, support, and break-downs of the many Church-sponsored events that take place, and to perform ongoing maintenance and repair duties for the Church. In 2013, Jeffrey Rush was paid \$6,100 for his services. A copy of the tax document that supports this response can be found at BR00000073-74. Jeffrey Rush can be contacted at: [REDACTED], Chicago, IL 60629; [REDACTED] (cell).

Further, Representative Rush along with his niece, Angelique Chatman, serve as officers of the Church but receive no payment for these efforts. Copies of Church's Annual Reports which reflect Rep. Rush's and Ms. Chatman's status as officers can be found at BR00000013-26. Upon knowledge and belief, aside from Mr. Jeffrey Rush, no other member of Representative Rush's family has been employed by the Church since January 1, 2007.

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

**ADDITIONAL RESPONSE TO OFFICE OF CONGRESSIONAL ETHICS
REQUESTS FOR INFORMATION**

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

A. Information Regarding Space Located at 3361 S. Martin Luther King Drive, Chicago, Illinois.

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

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

Representative Rush's congressional campaign has not made use of the space during the 2007-present period to hold meetings or conduct congressional campaign activities, except for a few isolated occasions, such as gathering with others near election day to monitor get-out-the-vote and the voting process. Because Representative Rush's campaigns have typically involved

attending community meetings and using neighborhood volunteers, an ongoing campaign office has not been needed. In the 2007- present timeframe, there has been virtually no activity in the space by anyone acting on behalf of Representative Rush's congressional campaign effort. Nor has Representative Rush's congressional campaign made use of the space to store any records, equipment, or campaign signs. Indeed, Representative Rush's congressional campaign has rented a separate commercial storage space (United Storage) for such purposes. Disbursements for this storage space have been reported on Citizens for Rush filings to the Federal Election Committee.

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

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

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

After Representative Rush left his Alderman position, he recalls no effort by the landlord of the space to execute a new lease with Representative Rush's State Committeeman committee

(or Rep. Rush's congressional committee, or Rep. Rush in his congressional capacity). From Representative Rush's perspective, the use for functions related to his State Committeeman position was *de minimis*, and eventually, with the deteriorating value of the space, he assumed he was providing more than adequate compensation for the space usage by making it seem occupied and thereby helping the landlord try to rent the other similar spaces in the shopping center. A representative of the property manager (Dee Wells) indicated to counsel that about a year ago notice had been given to Rep. Rush about potential renovation of the Lake Meadows Shopping Center such that the State Committeeman office usage might have to cease.

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

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

B. Information Regarding Expenditures to Beloved Community Christian Church

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

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

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

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

C. General Considerations

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

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

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

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Attachment 2

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May 27, 2014

CONFIDENTIAL

Via E-mail (Paul.Solis@mail.house.gov)

Office of Congressional Ethics
United States House of Representatives
425 3rd Street, SW, Suite 1110
Washington, DC 20024
ATTN: Paul Solis, Investigative Attorney

Re: Review No. 14-8751 -- Rep. Bobby Rush

Dear Mr. Solis:

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

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

I. The Space at S. King Drive

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

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Counsel obtained a copy of the lease for the S. King space that was shown to Rep. Rush at his interview by OCE investigators. This copy was provided by counsel for Draper & Kramer, the firm that manages the space.

- The lease is dated August 4, 1989, though Rep. Rush recalls using the space for an Alderman office from an earlier date.
- It also indicates that the lease “shall expire on the last day of October, 1989, unless sooner terminated as provided herein.”
- This 1989 lease indicates clearly that the space was leased for use as an Alderman office. Rep. Rush recalls that while he was Alderman, the rent for this space was paid by the City of Chicago.
- Though, in theory, the Landlord might have been able to claim a month to month lease after the expiration of the lease in 1989, the language of the lease itself suggests otherwise (see next paragraph). Also, Rep. Rush is not aware of any demand from the Landlord for rent.
- The lease contains a holdover provision: “Except as Landlord shall otherwise expressly elect in writing, should Tenant remain in possession of the Leased Premises after any termination of this Lease, no tenancy or interest in the Leased Premises shall result therefrom but such holding over shall be an unlawful detainer and all such premises shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to twice the Fixed Minimum Rent as provided in this Lease to be paid by Tenant to Landlord for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, plus any additional payments provided for in this Lease; provided, however, that exercise of Landlord’s rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.”
- Rep. Rush is not aware of the Landlord ever deeming him or his Committeeman organization (Friends of Bobby Rush) to be in default, and hence recalls no notice of default or demand for possession of the space. It appears to Rep. Rush that everyone involved just “let things slide” because it was understood that the original usage of the space (a full-time Alderman office) had ceased and there was no expectation of any usage of the space that would warrant a rental payment.

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

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

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

II. The Donations From Citizens for Rush (CFR) to Beloved Community Christian Church (BCCC)

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

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

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

III. Possible OCE Interest in Rep. Rush's Solicitations

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

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

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

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

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

Conclusion

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

Respectfully submitted,

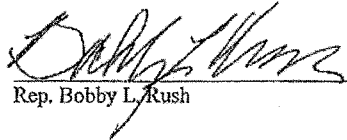


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The foregoing is true and complete to the best of my knowledge and belief as of the date of this submission.


Rep. Bobby L. Rush

Declaration

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

Signature:



Name:

Representative Bobby L. Rush

Date:

July 11, 2014

APPENDIX C

EXHIBIT 1

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 26 IN SAID SUBDIVISION WHICH IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD WITH THE SOUTH LINE OF SAID SUBDIVISION, THENCE NORTH 16 DEGREES 44 MINUTES, 43 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 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 1.1 BASIC LEASE TERMS:

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

- A. LEASED PREMISES: Space C-6 (hereinafter referred to as "Leased Premises") shown cross-hatched in red on Exhibit B.
FLOOR AREA WITHIN LEASED PREMISES: approximately 1,506 square feet
- B. LEASE TERM: One year.
- C. TENANT'S CONSTRUCTION AND FIXTURE PERIOD (ARTICLES III and IV) 60 days
- D. FIXED MINIMUM RENT (ARTICLE V): \$ 627.00 per month
- E. ~~PERCENTAGE RENT (ARTICLE V): \$ 1,000,000 for injury or death of one person;~~
- F. ~~RENT FOR BASEMENT STORAGE AREA (ARTICLE III): \$ _____ per month.~~
~~FLOOR AREA OF BASEMENT 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: 
- L. SECURITY DEPOSIT (ARTICLE XVIII): \$1,881.00
- M. ~~COMPLETION OF CONSTRUCTION (ARTICLE III):~~
- 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 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 on the date of the expiration of the term of the lease, 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 revised/submit. 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 also agrees to pay to the Landlord said 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.

B. 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 5.2.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.L 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. Deface 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 aforesaid radius restriction shall be included within the term Gross Sales for purposes of determining Percentage Rent hereunder.

**ARTICLE VII
TAXES AND SPECIAL ASSESSMENTS**

SECTION 7.1 REAL ESTATE TAXES AND ASSESSMENTS:

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

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

SECTION 7.2 CONTEST OF REAL ESTATE TAXES:

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

SECTION 7.3 MUNICIPAL, COUNTY, STATE OR FEDERAL TAXES:

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

SECTION 7.4 RENTAL TAXES:

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

**ARTICLE VIII
COMMON AREAS AND FACILITIES**

SECTION 8.1 COMMON AREAS AND FACILITIES:

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

SECTION 8.2 USE OF COMMON AREAS AND FACILITIES:

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

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

SECTION 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, 1% 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 or 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 tenants 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, insignia, notices, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Leased Premises reasonably caused thereby, to remove any of the same from the Leased Premises, except such as shall have first received written approval of Landlord, which approval with respect to all exterior signs Landlord may at its sole discretion refuse to grant. No symbol, design, name, mark or insignia adopted by Landlord for the Shopping Center shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of the Leased Premises shall advertise any product. All signs located in the interior of the Leased Premises shall be in good taste so as not to detract from the general appearance of the Leased Premises or the Shopping Center. Tenant shall not use handbills or balloons for advertising at the Shopping Center;
- B. No awnings or other projections shall be attached to the exterior walls of the Leased Premises or the building of which they form a part;
- C. All loading and unloading of goods shall be done only at such time, in the areas and through the entrance designated for such purpose by Landlord;
- D. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of Landlord;
- E. No radio or television or other similar device shall be installed, and no aerial shall be erected on the roof, on exterior walls of the Leased Premises or the Shopping Center, or on the grounds, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior consent shall be subject to removal without notice at any time;
- F. No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without the prior written consent of Landlord;
- G. Tenant shall keep Tenant's display windows illuminated and permitted signs and lights on the storefront lighted each and every day of the term hereof during the hours designated by Landlord;

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

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

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

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

ARTICLE XVI
DEFAULT BY TENANT AND REMEDIES

It is agreed that:

- A. If Tenant vacates or abandons the Leased Premises, permits the same to remain vacant or unoccupied for a period of five (5) or more days, or 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 trustees 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 ATTORNNMENT AND CONVEYANCE

SECTION 23.1 ATTORNNMENT:

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 mortgage 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 or option for the Leased Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

SECTION 24.13 POWER OF ATTORNEY:

In the event Tenant fails to execute, acknowledge and deliver any documents or agreements required to be provided to Landlord under the terms of this Lease within ten (10) days after Landlord's written request therefor, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its place and stead so to do. Tenant does hereby irrevocably authorize any attorney of any court of record to waive issuance of process and service, to waive 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 24.16 FINANCIAL STATEMENTS:

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

SECTION 24.17 EXCULPATION:

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

SECTION 24.18 REMEDIES:

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

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

Bobby Rush

LANDLORD:

LAKE MEADOWS ASSOCIATES

By: _____

Paul C. Lasso,
Vice President

Attest: _____

R. W. Stokeman, Vice President

SECTION 24.21 AVAILABILITY OF PREMISES

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

EXHIBIT 2

DRAPER AND KRAMER

INTER-OFFICE CORRESPONDENCE

From Forrest D. Bailey 
To Paul Dasso
Date September 9, 1993
Subject Lake Meadows Associates
Lake Meadows Shopping Center

cc: Douglas Kramer
Lori Madsen (w/enclosures)
Sue Olszowka (w/copy of encl.)
Mary Spellman

RECEIVED SEP 14 1993

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

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

FB7/02/93

Privileged & Confidential

COE.RUSH.000497

DK000089

508

COPY

MANAGEMENT AND LEASING AGREEMENT

* * *

LAKE MEADOWS SHOPPING CENTER

* * * * *

Privileged & Confidential

COE.RUSH.000498

DK000090

MANAGEMENT AND LEASING AGREEMENT

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MANAGEMENT AND LEASING AGREEMENT

THIS AGREEMENT made as of September 1, 1993, by LAKE MEADOWS ASSOCIATES, an Illinois Limited Partnership, (hereinafter called "Owner"), having an address of 33 West Monroe, Chicago, Illinois 60603, and DK/CARLSON ASSOCIATES, INC., (hereinafter called the "Manager"), an Illinois corporation, having its address at 9801 West Higgins, Suite 420; P. O. Box 929; Rosemont, IL 60018.

W I T N E S S E T H:

WHEREAS, Owner owns or has the right to manage and collect rents from certain land at 35th Street and Martin Luther King Drive, together with certain improvements thereon, which land and improvements are developed and operated as a shopping center commonly known as Lake Meadows Shopping Center (said land and improvements are referred to herein as the "Premises"); and

WHEREAS, Owner wishes to retain the services of manager, with responsibilities for managing, leasing, operating and maintaining the Premises; and

WHEREAS, Manager is willing to perform said services; and

WHEREAS, Manager and Owner wish to state their relationship as provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Owner and Manager agree as follows:

ARTICLE I

Appointment of Manager

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

ARTICLE II

Compensation of Manager

2.1. Management Fee. Owner shall pay Manager, as compensation for the services rendered hereunder, a management fee equal to the greater of: three percent (3 %) of Gross Rents or Thirty Six Thousand Dollars (\$36,000.00) per year. The management fee shall be payable on an estimated basis, at the beginning of each month, in the amount of \$3,000.00 and adjusted, if appropriate, as soon as possible in the next month. Except for Owner's reimbursement to Manager for expenses incurred by Manager as provided in this Agreement, the management fee is the only compensation that Manager shall receive for services rendered in connection with the management, operation and maintenance of the Premises and includes:

(i) All of Manager's general and central office overhead expenses.

(ii) All service of all necessary supervisors, and billing and rent collection service personnel. Such personnel need not be located at the Premises or devote full time to the Premises.

(iii) All expenses incurred by Manager which are not to be paid by Owner as provided in this Agreement.

2.2. Gross Rents. The term "Gross Rents", as used in this Article II, shall be deemed to mean the total of all minimum and percentage rents collected from tenants at the Premises, plus all CPI adjustments, tenant service income and charges collected from tenants on account of common area maintenance, real estate taxes, utilities and other miscellaneous income from the Premises.

2.3. Leasing Commissions. The greater of: Three Dollars (\$3.00 per square foot; or three percent (3%) of total guaranteed minimum rents over the full term of the lease, except for spaces in excess of 10,000 square feet in which case the Leasing Commission shall be the greater of Two Dollars (\$2.00) per square foot or three percent (3%) of the total guaranteed minimum rent for the first ten (10) years of the lease term. All renewals shall be at fifty percent (50%) of the above lease commission rates. If a cooperating broker is involved, the commission will be at one hundred fifty percent (150%) of the above described commission rate, except in no case shall Manager's lease commission be less than One Dollar (\$1.00) per square foot. Commissions will be paid to Manager upon execution of lease or exercise of renewal.

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

For any kiosk lease, defined as a lease for space in the Common Area, and for any temporary in-line lease, defined as a lease for space not in the Common Area but written for a term of less than thirteen (13) months, Manager will be paid a lease commission in an amount equal to ten percent (10%) of the minimum net rent (or percentage rent in lieu of minimum rent) payable by the tenant during the term of such lease.

2.4. Special Services. A fee to be negotiated in the event Manager is requested by Owner to cooperate with a buyer or a selling broker to provide various services to facilitate a prospective sale during the contract negotiation, due diligence and pre-closing period.

ARTICLE III

Services and Duties of Manager

3.1. Management of Premises. Manager shall use due diligence in the exercise of the duties of Manager hereunder so as to manage, lease, operate and maintain the Premises with efficiency and economy, consistent with the facilities of the Premises and in accordance with good operating practice for properties of comparable size and standing in the geographic area where the Premises are located. To enable Manager to perform its duties hereunder, Owner shall provide Manager, without cost, such office space in the Premises as Manager shall reasonably require.

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3.2. Specific Duties. Manager shall assume the following duties and obligations and shall perform services as follows:

(a) Collect rents, including percentage rents (if applicable), and all other income of Owner from the Premises as and when the same shall become due and payable and, if requested by the payer, give receipts therefore, and, in connection with the collection of percentage rents (if applicable), keep records of gross sales reports of tenants and compute and confirm percentage rents. Manager shall have no obligation to conduct or to supply persons to conduct any audit or examination of any records of sales or other books or records of tenant unless the funds to reimburse Manager for the expense to Manager of such audit or examination are made available to Manager by Owner. Manager shall not collect more than one month's rent in advance unless approved by Owner.

(b) Deposit promptly all funds so collected from the Premises in a bank account in the name of the property at a bank acceptable to Owner. Manager may endorse any and all checks drawn to the order of Owner for deposit in the account. Owner acknowledges that when received, such funds are deposited into a clearing account before being segregated into the separate account maintained for the Property. Manager is authorized to pay, from the funds so collected and the other funds made available by Owner, all expenses incurred in the management, leasing, operation and maintenance of the Premises which are to be borne and paid by Owner pursuant to the terms of this Agreement, including the Management Fee. Once each month, Manager will remit to Owner all receipts from the Premises held by Manager in excess of any amounts required by Manager for the operations of the Premises, as mutually determined from time to time by Owner and Manager. Manager shall, if required by law, maintain a separate interest-bearing account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state and/or local laws.

(c) Render to Owner, on or before the fifteenth business day of each calendar month, statements of receipts, expenses (including the Management Fee) and charges on a cash basis for the preceding calendar month.

(d) Place and maintain in force, to the extent possible, and at the expense of Owner, such insurance coverage for the Premises as Owner may request in writing (such notice to include all information which Manager may reasonably require to maintain such insurance in force). Manager shall not be required to add the Premises to its existing blanket policies, but if Manager does so, the amount charged for such insurance shall reflect the cost properly allocable to the Premises.

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(e) Advise Owner promptly, with confirmation in writing, of the service upon Manager of any summons, subpoena, or other like legal document, including any notices, letters or other communications setting out or claiming an actual or alleged potential liability of Owner or the Premises.

(f) With Owner's prior approval, give notices to terminate leases at the Premises by reason of the default of the tenants thereunder; sign and serve in the name of the Manager, as Manager of the Premises, such notices as are deemed needful by Manager in connection with the management, operation and maintenance of the Premises or portions thereof; enforce the performance by tenants of all requirements of their respective leases and the observance of all rules and regulations of the Premises by reasonable means other than commencement of legal proceedings. In addition, with the consent of Owner and at Owner's expense, Manager shall also institute and prosecute legal actions relating to such leases, evict tenants and recover possession of the portions of the Premises occupied by such tenants, sue for and recover, in the name of Owner, rents and other sums due Owner and settle, compromise and release such actions or suits or reinstate such tenancies.

(g) At Owner's expense, maintain or cause the Premises to be maintained including the buildings, sidewalks, signs, parking lots, and landscaping, in good condition and repair in accordance with Manager's judgment or the specific instructions of Owner. At Owner's expense, purchase supplies required for the management, operation and maintenance of the Premises or portions thereof, and subject to reimbursement from Owner, pay all bills therefor, and report promptly to Owner, with written confirmation thereof, any conditions in the Premises which Manager believes require the attention of Owner. Manager is authorized, without the approval of Owner, and without regard to any other limitation provided for in this Agreement, for the account of Owner, to make the expenditures and incur any obligation provided for in the current approved budget, or for emergency repairs in excess of Five Thousand Dollars (\$5,000), if, in the opinion of Manager, such repairs are necessary to protect the Premises from damage or to maintain services required of Owner by owners of portions of the Premises or to the tenants as required by their leases. Manager shall notify Owner promptly whenever emergency repairs have been ordered. All expenses incurred by Manager shall be charged by Manager at net cost, and Owner shall receive credit for all rebates, commissions, discounts and allowances.

(h) Make recommendations to Owner as to actions needed to have the Premises comply with all applicable laws, ordinances, rules, regulations, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or anybody exercising functions similar to those of any of the foregoing, which may be applicable to the Premises and the operation and management thereof, but all expenses incurred to secure compliance shall be borne by Owner. At Owner's expense, procure all necessary governmental inspections, permits, approvals and services; provided that Manager will not be required to supervise the removal of any asbestos from the Premises or structural alterations thereto.

(i) At the expense of Owner (except as expressly otherwise provided in Section 2.1 above), select, employ, pay, supervise, direct and discharge all staff (the "On-Site Staff") for the management, operation and maintenance of the Premises. Manager shall provide a schedule of employees (in the format of Schedule "A" attached) to be employed "on-site" in the direct management of the Property. Manager shall identify in the same manner those additional employees whose salaries may from time to time be charged pro rata to the Property, for direct services rendered to the Property. Employees whose salaries are eligible to be charged pro rata include, but are not limited to engineers, the Property Manager in charge of the Property and his/her assistant, or others to be agreed upon. Schedule "A" may be amended from time to time by mutual agreement. All of such persons shall be employees of Manager. Manager shall use reasonable care in the selection of all such employees. The compensation of the On-Site and pro rata Off Site Staff shall be as provided in the approved budget. Manager shall be entitled to reimbursement by Owner for the compensation, benefits, workmen's compensation insurance, payroll taxes and other fringe benefits payable in respect of the On-Site and pro rata Off-Site Staff, as shown in the approved budget.

(j) Negotiate and, when approved in writing by Owner (except as hereinafter provided in this subparagraph or in the approved budget), enter into contracts in the name of Owner. Manager, without the prior approval of Owner, may enter into contracts for terms no longer than one (1) year (except that in the case of contracts with regulated public utility companies, such contracts may be for a longer term than one (1) year if and to the extent required by such utility companies) for electricity, gas, fuel, water, telephone, window cleaning, trash or rubbish hauling and other

services, or such of them as Manager shall deem advisable, normally furnished in properties similar to the Premises and provided for in the approved budget. All contracts should contain a cancellation clause of thirty (30) days notice of termination with or without cause. Owner shall assume the obligation of any contract so entered into.

(k) With Owner's prior approval, arrange for such promotional and advertising materials and services as are required under leases, other occupancy agreements and the by-laws of any tenant association; or as Manager shall deem reasonable, the cost of which shall be paid by Owner. represent Owner at any meetings or functions of a tenant association or similar body, and generally represent Owner in its relations with the tenants of the Premises.

(l) Supervise and, at Owner's expense, enforce the obligations of others to Owner to the extent such obligations relate to the Premises.

(m) Negotiate leases and renewals of leases at appropriate times, it being understood that all inquiries to the Owner with respect to leasing any portion of the Premises shall be referred to the Manager, and that Manager shall have the exclusive right and authority to make leases for the Premises. All leases and renewals shall be prepared by the Manager in accordance with its lease requisition form and on the Manager's form lease applicable to the Premises, both heretofore approved by the Owner, and such leases shall be executed by the Owner.

3.3. Limitation on the Scope of Services. Nothing in this Agreement shall require Manager to perform obligations of others or to exercise any efforts (other than reasonable efforts) to cause other parties to perform such obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that it is not within the contemplation of this Agreement, for the fee structure included herein, that the Manager perform any services with respect to the following: obtaining temporary or permanent financing for the Premises; performing any services with regard to ownership interests in Owner or with respect to the formation, revision or dissolution thereof; re-zoning of the Premises; negotiating or assisting in any way with the sale of all or any portions of the Premises, including preparation of estoppel certificates; performing or supervising any alterations or renovations to the Premises or the removal of asbestos or other hazardous materials therefrom; site acquisition of additional ground for the expansion of the Premises; reconstruction after casualty or condemnation; leasing,

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

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

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

ARTICLE IV

Accounting; Expenses; Budget

4.1. Accounting. Manager shall keep proper books of account and records for Owner reflecting the operations, transactions and financial condition of the Premises and shall make entries therein of all money expended and received, and of all other matters relating to the Premises usually or properly entered into books of account. Owner, or Owner's agent or representative, may at all reasonable times, upon at least twenty (20) days prior written notice to Manager, inspect the books of account and records and make extracts therefrom. As soon as possible after the date hereof, Owner shall make available to Manager any and all information necessary or appropriate to enable Manager to perform its obligations hereunder, including copies of all existing leases, rent rolls, leasing plans, etc.

All services rendered by any bookkeeper or accountant shall be at the expense of Owner except that Manager shall pay for the services required in connection with the preparation of monthly reports required under Section 3.2(c). Nothing contained herein shall require that Manager prepare tax returns for the Premises or for Owner.

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

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

Owner shall, to the extent such costs have been included in the budget or approved by Owner, further reimburse Manager for all costs of printing lease brochures, lease proposal forms, lease forms and exhibits, mail expenses relating specifically to leasing activity, representation at the International Council of Shopping Centers (ICSC) leasing malls and deal-making events, and for necessary travel in connection with such leasing services, including food, lodging, and business entertainment.

Manager shall not be obligated to take any action under this Agreement which is to be done at the expense of Owner, unless sufficient funds to cover such expense or reimbursement are available in such bank account or otherwise advanced to Manager by Owner. If, at any time when the Management Fee is payable hereunder, sufficient funds for the payment thereof are not on deposit in such bank account, Manager may collect the Management Fee by deducting the unpaid portion thereof from rents received by Manager.

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

ARTICLE V

Termination

5.1. Term. This Agreement shall begin on the date hereof and shall be for a term ending on the last day of the month following the third anniversary of the date hereof, or upon sale of the property. This Agreement shall thereafter automatically continue from month to month unless terminated by either Owner or Manager by giving at least thirty (30) days prior written notice to the other.

5.2. Voluntary Termination. This Agreement may be terminated at any time by both parties hereto, acting jointly in the exercise of their business judgment.

5.3. Default: Bankruptcy. In the event a party hereto (the "Defaulting Party") (a) defaults in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days after written notice from the other party hereto, except for defaults not susceptible to cure within thirty (30) days; provided, as to such defaults, the Defaulting Party has commenced to cure; or (b) makes an assignment for the benefit of creditors; or (c) has appointed a receiver, liquidator or trustee of its property; or (d) is adjudicated to be bankrupt or insolvent; or (e) has filed by or against it any petition for the bankruptcy, reorganization or arrangement of the Defaulting Party or, if such appointment, adjudication or petition is involuntary and not consented to by the Defaulting Party, the failure, so long as the same is not discharged or dismissed, or the Defaulting Party to have the same discharged or dismissed within sixty (60) days of the filing date, then the other party hereto may forthwith terminate this Agreement upon giving ten (10) days written notice to the Defaulting Party.

5.4. Obligations of Owner and Manager After Termination. In the event of any termination of this Agreement, all the obligations of Owner to Manager shall cease immediately, except for the payment by Owner to Manager of all fees and commissions earned to the date of such termination and the reimbursement by Owner to Manager of all expenses incurred by Manager in connection with the performance by Manager of its obligations under this Agreement.

Upon termination of this Agreement, Manager shall deliver to Owner promptly after the termination date thereof, a Letter of Registration listing all tenants and/or potential tenants with whom Manager is currently in negotiation, and in the event such negotiation results in a lease or lease extension being executed by Tenant, Owner shall pay to Manager a leasing commission as set forth herein, payable at the time the lease document is fully executed by both tenant and Landlord.

In the event of any termination of this Agreement, Manager shall deliver to Owner, or such other person or persons as may be designated by Owner, all books, records correspondence, and other data concerning the operation of the Premises and all funds in Manager's possession belonging to Owner, and assign, transfer or convey to Owner, or such other person or persons as may be designated by Owner, all maintenance contracts equipment and personal property relating to or used in the management, operation and maintenance of the Premises except for any such equipment or personal property paid for and owned by Manager.

ARTICLE VI

Indemnity: Liability

6.1. Manager's Indemnity. Owner shall indemnify Manager and its parent (Draper and Kramer, Incorporated) and save them harmless from and against all claims, losses, expense and liabilities arising out of damage to property (including loss of use thereof) or injury or death of persons (including the property and persons of the parties hereto and their agents, servants, employees and contractors) arising out of or occasioned by or in connection with the existence, use or condition of the Premises (unless based upon the gross negligence or willful act or omission of Manager or Manager's agents, servants, employees or contractors) and all costs, fees and attorney's expenses in connection therewith. Owner shall promptly and diligently at Owner's expense defend against any claim, demand, action or proceeding commenced against Manager or against Manager and Owner jointly or severally arising out of or in connection with the Premises, unless based upon the gross negligence or the willful act or omission of Manager, its agents, servants, employees or contractors. Manager shall indemnify Owner and save Owner harmless from and against all claims, losses, expenses and liabilities arising out of damage to property or injury to or death of persons (including the property and persons of the parties hereto and their Manager, servants, contractors and employees) arising out of or occasioned by or in connection with the gross negligence or willful act or omission of Manager or Manager's agents, servants, employees and contractors, and all costs, fees and attorney's expenses in connection therewith.

Owner further agrees to indemnify, save and hold Manager (acting as Agent for Owner) harmless from and against any expense (including court costs and reasonable attorneys' fees), loss, damage, fire, penalty or liability arising from any action, claim, demand or legal proceeding, which may be made or brought against Manager by reason of its management of the Premises, provided Manager shall not have been guilty of gross negligence or willful misconduct in the performance of its duties hereunder.

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

Direct, Contingent and	
Contractual Liability . . .	\$1,000,000 each person;
	\$5,000,000 each occurrence
Property Damage Liability . . .	\$ 500,000 each occurrence;
	\$ 500,000 aggregate

Such certificate shall contain provisions that the said insurance policy shall not be changed or cancelled during the term of coverage until after at least thirty (30) days' prior written notice by certified mail to Manager.

6.2. Waiver of Subrogation. To the extent that any such loss is covered by a policy of insurance, and provided the following waiver does not diminish the insurance proceeds available to the waiving party, each party waives in favor of the other any claim for damage to the property of the waiving party. Owner, or if requested by Owner in writing, Manager, shall cause each insurance company issuing a policy of insurance with respect to the Premises or with respect to any property located on or about the Premises to recognize and accept the foregoing waiver, and any fee, charge or additional premium imposed for such recognition and acceptance shall be borne by Owner.

ARTICLE VII

Miscellaneous

7.1. Intentionally Deleted.

7.2. Notices. All notices, demands, statements and communications given hereunder shall be in writing and shall be deemed to be delivered when sent by either first class mail, TeleFax transmission, by air express mail, or by personal delivery, and if intended for Owner, shall be addressed to Owner, at its address hereinabove set forth, and if intended for Manager, shall be addressed to Manager at its address hereinabove set forth, or to such other address as either party may, by written notice given in accordance with this Section 7.2, advise the other party. Notices may be given on behalf of any party by its respective counsel.

7.3. Manager (as Agent of Owner) is an independent contractor. Manager shall not be required to spend its full time and attention in the management and operation of the Premises, but Manager shall devote to the Premises such portion of its time as may be reasonably necessary to accomplish the objectives set forth herein. Each party shall have the right to engage in any other activity for its own benefit or advantage, including any competitive real estate venture. Nothing contained herein shall preclude, prevent or be a limitation upon any party being engaged in any other venture, whether acting for itself or for others or as a partner in a partnership or as a stockholder in a corporation or otherwise.

7.4. Manager's Authority. Manager shall be responsible for determining the manner and time of performance of all acts under this Agreement. Manager by agreeing to perform the obligations of Owner, shall not be deemed to have assumed any such obligations as principal, and this Agreement shall not confer any rights on any person not a party hereto.

7.5. Captions. The captions to the various Articles and Sections of this Agreement are for convenience of reference only and shall be of no effect in construing the Articles and Sections of this Agreement to which they refer.

7.6. Governing Law. This Agreement and the rights and obligations of Owner and Manager hereunder shall be construed in accordance with the laws of the State of Illinois.

7.7. Assignment. Manager may, without such approval of Owner, have employees or contractors of Manager actually perform Manager's duties hereunder, provided that Manager shall remain primarily obligated for the performance of such duties. Manager may not assign this Agreement without Owner's prior consent which shall not be unreasonably withheld. Except as aforesaid and as otherwise provided in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

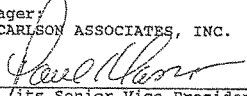
7.8. No Waivers. The failure of Owner or Manager to seek redress for violations or to insist upon the strict performance of any covenant, agreement, provisions or conditions of this Agreement shall not constitute a waiver thereof, and Owner and Manager shall have all remedies provided in this Agreement and by applicable law with respect to any subsequent act which originally would have constituted a violation or default.

7.9. Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are not further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

7.10. Remedies Cumulative. All rights, privileges and remedies afforded Owner and Manager by this Agreement shall be cumulative and non-exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity.

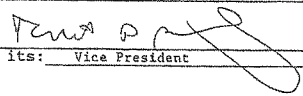
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Manager:
DK/CARLSON ASSOCIATES, INC.

By: 
its Senior Vice President

Owner: Lake Meadows Associates,
an Illinois Limited Partnership

By: Draper and Kramer, Incorporated, general partner

By: 
its: Vice President

SCHEDULE "A"

REIMBURSABLE EMPLOYEES

Employee Title	Wage/Salary Range
On-Site:	
Sue Olszowka Manager	Pro-rated
Lisa Sizemore Secretary	100% of salary
Off-Site:	
None	

Note: Cost of gross salary, plus the related employee benefit costs, are fully reimbursable for the "On-Site" employees listed above. "Off-Site" employees are to be pro-rated based upon time actually spent "on-site", and only the pro-rated cost is reimbursable by Owner.

DK Real Estate Services

Lake Meadows Shopping Center
Chicago, Illinois**Management and Leasing Agreement**

This MANAGEMENT AND LEASING AGREEMENT, dated as of the date appearing on the signature page hereof, between the manager executing this Agreement (hereinafter referred to as "Owner") and D & K Living Corporation dba DK Real Estate Services (hereinafter referred to as "Manager");

WHEREAS, the Owner holds legal title to, or a leasehold interest in, certain office rental property, described in Paragraph 1(c) hereof (hereinafter referred to as the "Property"); and

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

WHEREAS, Manager agrees to manage, lease and operate the Property in a first-class manner consistent with the best standards of operation for retail/office buildings and commercial properties in the area.

NOW, THEREFORE, the parties agree as follows:

I. Employment of Manager; Term; Defined Terms.**A. Retention of Manager.**

Owner hereby exclusively employs Manager and Manager hereby accepts the employment, effective on the Effective Date (as set forth in Paragraph 1(c) hereof) upon the terms set forth herein, to manage, lease, and operate the Property and to cause the Property to be maintained.

B. Term.

The initial term ("Initial Term") of this Agreement shall be for the period specified in Paragraph 1(c) hereof commencing on the Effective Date; this Agreement shall continue thereafter on a year-to-year basis ("Renewal Term") unless (i) Owner wishes to terminate this Agreement, then Owner shall give notice of same to Manager, in writing, not less than thirty (30) days prior to termination of the Original Term or any Renewal Term of this Agreement or (ii) Manager wishes to terminate this Agreement, then Manager shall give notice of same to Owner, in writing, not less than thirty (30) days prior to termination of the Original Term or any Renewal Term.

C. Defined Terms.

The following are definitions of certain terms used in this Agreement:

Property: *Lake Meadows Shopping Center,
3357 Martin Luther King Dr., Chicago, IL 60616*

Effective Date: *January 1, 2010*

Initial Term: *One (1) year*

Working Capital Reserve: *0*

Management Fee: *Three (3%) percent of gross receipts*

Tenant Improvement Percentage: *See Article IV.C.*

Owner: *Lake Meadows Associates, an Illinois Limited Partnership*

Owner's Address: *33 West Monroe, Suite 1900, Chicago, IL 60603*

Management and Leasing Agreement

II. Duties of Manager.

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

A. Operation in General.

Use its best efforts to manage and operate the Property in a first-class manner consistent with first-class office buildings and to lease and keep leased all space in the Property to desirable tenants.

B. Marketing and Leasing; Execution of Leases.

Manager shall have the exclusive right to lease the Property and shall use its best efforts to obtain suitable tenants. In connection therewith and in furtherance thereof, Manager shall do the following:

1. Plans and Budgets.

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

2. Effectuation of Plans.

As approved by Owner, Manager shall cause the availability of the Property to be advertised or otherwise publicized in such journals and in such manner as to bring such availability to the attention of possible tenants. Manager shall use its best efforts to cause the costs of such advertising and promotion to remain within the budget.

3. Involvement of Other Brokers.

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

4. Reports.

Manager shall submit periodic reports to Owner with respect to its marketing of the Property. Manager and Owner shall periodically review the plans and the budget with a view towards making appropriate modifications to improve the effectiveness of the leasing effort.

5. Terms of Leases; Execution Authority.

Manager shall negotiate, execute and deliver on behalf of Owner, leases in accordance with the schedule of rents and on forms of lease, approved by Owner.

C. No Discrimination.

IT IS ILLEGAL FOR OWNER OR MANAGER TO REFUSE TO DISPLAY, LEASE OR SELL TO ANY

Management and Leasing Agreement

PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX OR PHYSICAL DISABILITY.

- D. **Tenant Relations.**
Maintain business-like relations with tenants, whose service requests and complaints shall be received, logged, and acted upon in a systematic fashion. Complaints of a serious nature shall be immediately reported to the Owner and, after thorough investigation, appropriate recommendations for handling such complaints shall be submitted to Owner.
- E. **Collect Rent; Enforce Leases.**
Collect all rent and other sums due to Owner under the terms of any lease or rental agreement currently in effect or hereafter entered into and deposit the same in a special bank account. The Manager may, with the approval of Owner, compromise claims for such rent or other sums and, at the expense of and with the approval of Owner, institute legal proceedings in its own name or in the name of the Owner to collect the same, to evict or dispossess tenants or others occupying space in the Property and otherwise to enforce the rights of Owner with respect thereto, and with Owner's consent compromise or settle any such proceedings.
- F. **Maintenance and Repair; Emergencies.**
At the expense of Owner and in accordance with the Budget described in Paragraph 3 hereof, cause to be made such ordinary repairs and maintenance to the Property and purchase such supplies and equipment for the normal maintenance and operation thereof as Manager deems advisable or necessary; provided, however, that Manager will not incur expenses for repairs of any one item in excess of \$1,000 without the approval of Owner except in those cases when, in Manager's opinion, an emergency requires such action before approval of Owner can reasonably be obtained, provided further, however, that all such cases shall be reported to Owner with all reasonable promptness. In connection therewith Manager may, at Owner's expense, and with the prior approval of Owner, engage architects, engineers, or similar experts.
- G. **Utilities; Routine Outside Services.**
Contract, at the expense of Owner and in accordance with the Budget, for gas, electricity, telephone, elevator, window cleaning, vermin extermination, and other services Manager deems appropriate in the operation and maintenance of the Property as provided herein; provided, however, that any such contract for a term in excess of one year shall require the prior approval of Owner. Copies of all contracts entered into pursuant hereto shall be delivered to Owner.
- H. **Building Manager.**
At Manager's expense, employ and have available at all relevant times a qualified, competent building manager who shall be in charge of the Property.
- I. **Licensing of Manager.**
At Manager's expense, obtain and keep in effect during the term hereof, any licenses, permits or other governmental consents required to be held by a property manager in order for Manager to perform its duties and obligations hereunder.

Management and Leasing Agreement

J. Employees.

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

K. Security.

Consult with Owner concerning such security and security services and assist in implementation of such policies concerning security and security services for the Property as may be directed by Owner. Owner recognizes and acknowledges, however, that Manager is not, and does not hold itself out to be, an expert in security. Owner shall indemnify, defend and hold harmless Manager (and its agents, employees, officers and directors) against any and all loss, cost (including attorneys' fees), damages, suits and liability whatsoever arising from or in any way relating to security (or the lack, insufficiency or supervision thereof) at and around the Property.

L. Payment of Certain Items: Mortgage, Taxes, Etc.

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

M. Insurance.

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

N. Code Violations.

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

Management and Leasing Agreement

the prior approval of Owner, appeal from any requirement Manager deems unwarranted, and may with like approval, compromise or settle any dispute regarding such requirements.

- O. **Use of Counsel.**
Engage legal counsel, only with the prior approval of Owner, to advise on legal matters and conduct legal proceedings arising in the performance of Manager's duties hereunder.
- P. **Retention and Application of Funds.**
Maintain a special bank account in which Manager will deposit funds received pursuant to this Agreement and pursuant to the terms hereof, make disbursements from such account to pay, at Owner's expense, Manager's compensation and all other accounts payable for the Property. Any funds received by Manager pursuant to this Agreement shall not be commingled with Manager's funds nor with funds held by Manager for others, except that Owner acknowledges that when received, such funds are deposited into a clearing account before being segregated into the separate account maintained for the Property. Manager shall maintain a separate bank account and segregate on its records security deposits, if any, received from tenants and same shall be accounted for as the funds of Owner except as may otherwise be provided by law.
- Q. **Fidelity Bond.**
Manager and its employees who handle or are responsible for handling funds received by Manager pursuant to this Agreement shall be bonded, at Manager's expense, by a fidelity bond. Manager agrees to provide to Owner a certificate of insurance indicating such coverage.
- R. **Accounting Matters.**
Maintain accurate cash records, in accordance with generally accepted property management accounting principles, of receipts and disbursements and tenant receivable balances with respect to all transactions concerning the Property. Manager agrees that upon reasonable notice from Owner, all such records shall be available during regular business hours for audit, inspection and copying by Owner's accountants and authorized representatives. Upon the termination or expiration of this Agreement, all such records (which shall include correspondence, leases, paid and unpaid bills, and all other records) shall be returned to Owner.
- S. **Reports.**
Render to Owner within fifteen (15) days after the end of each month accurate reports of cash receipts and disbursements with respect to the Property together with originals of all invoices. The acceptance by Owner of any such reports shall be without prejudice to the rights of Owner.
- T. **Remission of Cash; Working Capital Reserves.**
Remit to Owner with said reports the net balance due to Owner as reflected in said reports or in a summary of said reports, provided that Manager may retain such amount of working capital as specified in Paragraph 1(c) hereof. In the event cash in the hands of Manager is not sufficient to pay the obligations required to be paid by Owner, Owner shall promptly, after receipt of a written request therefore, furnish Manager with funds

Management and Leasing Agreement

required to pay such obligations. Manager shall not be obliged to make any advances out of Manager's own funds to or for the benefit of Owner or the Property.

III. Budgets; Additional Cash Requirements.

A. Preliminary Budget.

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

B. Final Budget.

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

C. Additional Cash Needs.

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

IV. Compensation of Manager.

A. Management Fee.

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

1. Gross Receipts.

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

Management and Leasing Agreement

received from loans, mortgages, insurance proceeds (except proceeds of rent loss or similar insurance, if any), sale or taking by eminent domain of all or any portion of the Property, and security deposits until applied to rent.

2. Partial Months.

Appropriate apportionment shall be made in the monthly management fee for any partial months at the beginning and end of the term of this Agreement.

B. Leasing Commissions.**1. New Tenants.**

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

2. Existing Tenants.**a. Renewal.**

When an "Existing Tenant" (being a person or entity occupying space on the Property pursuant to a lease) renews its lease, exercises an option to renew its lease or enters into a new lease for the identical demised premises, Manager shall receive a Renewal Commission (as defined in Paragraph 4(f) hereof).

b. Expansion.

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

c. Renewal and Expansion.

When an Existing Tenant simultaneously renews its right to occupy premises demised under a lease and obtains the right to occupy premises other than the demised premises, then Manager shall receive a Renewal Commission with respect to the continued occupancy of the demised premises and a Full Commission with respect to all other portions of the Property to be occupied.

3. Cooperating Brokers.

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

Management and Leasing Agreement

been involved.

4. Timing of Payment.

Commissions shall be paid to the Manager upon execution of lease or exercise of renewal.

C. Construction Supervision.

1. Remodeling; Repair

In the event that Agent is requested by Owner to oversee, supervise or assist in the implementation or effectuation of any construction, remodeling, rehabilitation, repair or similar project, Agent shall be entitled to additional compensation determined based on the size, scope and complexity of the work to be supervised by Agent, as enumerated below:

\$10,000 - \$50,000	10%
\$50,001 - \$150,000	8%
\$150,001 - \$250,000	7%
\$250,001 - \$500,000	6%
\$500,001 - \$1,000,000	5%
Over \$1,000,000	4%

2. Tenant Improvements

For overseeing and coordinating improvements, build-out, construction, remodeling or the like of demised premises, Manager shall be paid an additional fee equal to 10% of the aggregate cost of such work.

D. Sale of Property.

If a sale, transfer or assignment of the Property or a long-term lease of substantially all the Property occurs, or if the Agreement therefore is entered into or if the Property or any building is converted to-cooperatives or condominiums, during the term hereof, then Agent shall be paid a fee equal to «SaleFee» of the gross sale, transfer, assignment or lease price; provided, however, that such fee shall not be payable if Agent is the exclusive listing Agent for sale.

E. Additional Services.

Manager shall be entitled to such additional compensation as may be approved by Owner in advance for performing services for Owner beyond the scope of services contemplated in this Agreement.

F. Certain Definitions.

DK Real Estate Services

Lake Meadows Shopping Center
Chicago, Illinois**Management and Leasing Agreement**

1. **Full Commission.**
The greater of: Three Dollars (\$3.00) per square foot; or three percent (3%) of total guaranteed minimum rents over the full term of the lease.
2. **Renewal Commission.**
All renewals shall be at fifty percent (50%) of the above lease commission rates.

V. Manager - Independent Contractor.

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

VI. Representations and Warranties of Owner.**A. Authority.**

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

B. Absence of Hazardous Substances.

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

VII. Indemnification of Agent; Insurance**A. General Indemnity****1. By Owner**

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

Management and Leasing Agreement

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

2. By Agent

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

B. Insurance

1. In General

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

Management and Leasing Agreement

insurance coverage (including umbrella coverage) of the Property or the Owner with respect thereto, shall include Agent as a named, defined or additional insured on a primary and non-contributory basis; it is understood that Agent may not be included as a named insured on the worker's compensation insurance, but, in such case, Agent shall be included as an "alternate employer". The company with which the insurance is placed shall be given a Policyholder Rating of A and a Financial Category Rating of Class X by the A.M. Best Company. All insurance policies or certificate of insurance shall be deposited with Agent. Each policy shall endeavor to provide that in the event of cancellation thereof or reduction in coverage, the insurance company shall provide Agent with at least thirty (30) days' notice of such cancellation or reduction in coverage. If the Owner fails to place and maintain insurance for Agent as herein provided, Agent may, but is not obligated to obtain such insurance, charge the Owner for same and make payment from funds of the Owner.

2. Owner's Property Insurance

Owner shall provide for the Property all-risk 100% replacement cost property insurance coverage written on a special cause of loss form. All such policies shall contain a clause expressly providing that the insurance company waives all rights of subrogation against Agent and insuring Agent against claims of tenants or others resulting from a fire or other casualty. Owner hereby waives all rights and claims against Agent deriving from any damage to the Property and any related loss of rent, regardless of cause (including, but not limited to, negligence of Agent or its Agents or employees); it is expressly understood that Owner shall insure against such risks, which insurance shall include Agent as a named, defined or additional insured, if possible, or shall include a waiver of subrogation against Agent.

VII. Limitation on Assignment.

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

VIII. Termination.**A. Termination by Owner.****1. For Cause.**

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

Management and Leasing Agreement

creditors or dissolution of Manager.

2. Upon Sale.

Owner may terminate this Agreement effective upon sale of the Property to an unrelated third party upon thirty (30) days' written notice to Manager. If such termination occurs within the Initial Term hereof and Manager is not the exclusive listing broker, Owner shall reimburse Manager for "start up" costs not to exceed \$ 15,000.00.

B. Termination by Manager.

1. Manager may terminate this Agreement on thirty (30) days' written notice of Owner fails to provide the necessary funds for operation of the Property in a manner consistent with the best standards of operation for similar type property or fails to provide the necessary funds to pay bills when they are due (except items disputed in good faith which are properly reserved for) or is in breach of this Agreement; provided, however, that if the Owner provides the necessary funds or cures such breach within said thirty (30) day period, then this Agreement shall continue in full force and effect.

2. Notwithstanding the provisions of Paragraph 8(b) (i) hereof, Manager shall have the right to cancel this Agreement at any time by written notice to the Owner of its election to do so, which cancellation shall be effective upon the service of such notice, in any of the following circumstances:

- a. It is alleged or charged that, if Owner or Manager (in its reasonable judgment) believes that, the Property or any equipment therein or any act or failure to act by the Owner or the hiring of employees to manage it fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction there over, and the Manager in its sole and absolute discretion considers that the action or position of the Owner with respect thereto may result in damage or liability to the Manager of jeopardy to its real estate license.
- b. Any required insurance shall not be maintained to the full extent required by this Agreement.
- c. Owner shall be subject to any proceeding against it or initiated by it under any bankruptcy or creditor protection statute or the like.

C. Termination Fee.
Intentionally Omitted.

Management and Leasing Agreement

D. Continuation of Indemnity and Certain Other Obligations.

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

E. Leasing Commissions.

Notwithstanding the termination or expiration of this Agreement, Owner shall pay Manager the leasing fees, which Manager has earned at the time of such termination or expiration pursuant to Paragraph IV.B. of this Agreement when such fees are due and payable.

1. New Tenant (Terms Agreed); Additional Space; Renewal or Options.

For any lease to a New Tenant, for any lease (including, but not limited to, an amendment or addition to an existing lease) to an Existing Tenant for additional space, or for any renewal or option lease, which is being negotiated but has not yet been signed at the time of the expiration or termination of this Agreement, Manager shall also receive the fee which Manager would be entitled to receive pursuant to Paragraph 4(b) upon execution of such lease or exercise of any renewal in the following circumstances:

- a. The terms of any such lease have been substantially agreed upon by Owner and the tenant before the expiration of this Agreement and,
- b. (1) In the case of a renewal or option:
 - (a) if any such lease shall have been fully executed and delivered within four (4) months after the end of this Agreement, or,
 - (b) if the renewal or option term shall have commenced within six (6) months of the end of this Agreement.
- (2) In the case of a new lease or lease for additional space:
 - (a) if any such lease shall have been fully executed and delivered within six (6) months after the end of this Agreement,
 - (b) if tenant shall have taken possession of the space covered by the lease within six (6) months after the end of the Agreement,
 - (c) or both.

2. New Tenant (Terms Not Agreed).

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

Management and Leasing Agreement

lease to the new tenant have not been substantially agreed upon by Owner and such new tenant before the expiration or termination of this Agreement and, a lease shall have been subsequently executed and delivered by Owner (who shall act in good faith) and the new tenant within six (6) months after the termination or expiration of this Agreement, then Manager shall be entitled to receive fifty percent (50%) of the fee which Manager would be entitled to receive pursuant to Paragraph 4(b) of this Agreement, as if said lease had been executed while this Agreement was in effect. Manager shall give Owner written notice of the names of any persons or entities for which Manager claims it may be entitled to receive a fee pursuant to this Paragraph within thirty (30) days after the termination or expiration of this Agreement and Manager shall be entitled to receive the fees in accordance with the terms of this Paragraph only for those persons or entities listed in said notice. Any fee payable to Manager pursuant to this Paragraph shall be paid within ten (10) days after the execution and delivery of any such lease.

IX. Exclusive Sales Agreement.
Intentionally Omitted.

X. Notices.

All notices shall be in writing and shall be sufficient if delivered personally or sent certified mail, return receipt requested, delivery limited to addressee only, postage prepaid, addressed:

If to Manager: D & K Living Corporation
33 West Monroe
Chicago, Illinois 60603
Attention: Senior Vice President

If to Owner: at the address specified in Paragraph I.C. hereof.

Each party may change its address by notice to the other party. Any notice sent by mail in accordance with this Paragraph shall be deemed delivered on the second day following the mailing thereof.

XI. Management Office; Identification of Manager.

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

XII. Binding Effect.

This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators.

DK Real Estate Services

Lake Meadows Shopping Center
Chicago, Illinois

Management and Leasing Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the 31st day of December, 2009.

Owner:

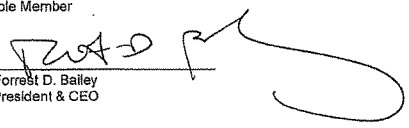
Lake Meadows Associates, an Illinois Limited Partnership

By: D & K Investments Lake Meadows, LLC, an Illinois Limited Liability Company

Its: General Partner

By: Draper and Kramer Investments Corp., a Delaware Corporation

Its: Sole Member

By: 
Forrest D. Bailey
Its: President & CEO

Manager:

D & K LIVING CORPORATION dba DK REAL ESTATE SERVICES

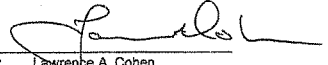
By: 
Lawrence A. Cohen
Its: Senior Vice President

EXHIBIT 3

**HAROLD
CARLSON**
ASSOCIATES, INC.

9801 W. Higgins Road
P.O. Box 929
Rosemont, Illinois 60018
(708) 318-0600
Fax: (708) 318-0375

Copy - Please Apply
A CREDIT OF \$2282.98.
TO AID RUSH ACCOUNT.

April 19, 1990

Alderman Bobbie Rush
3359 South King Drive
Chicago, Illinois 60616

RE: Aldermanic Office
3359 South King Drive
Chicago, Illinois 60616

Dear Alderman Rush:

Following our recent meeting, I referred to your lease agreement to determine the correct date of rent commencement for your premises. The correct commencement date is January 1, 1990, which means that the November and December, 1989 charges will be removed from your account. Therefore, the current balance due on your account is \$3,386.96. The monthly rent which is due on the first of each month, in advance is:

Base Rent	\$ 627.00
Common Area Maintenance	343.87
Insurance	10.04
Real Estate Tax	145.58
Total	\$1,126.49

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

Very truly yours,

HAROLD J. CARLSON ASSOCIATES,
INCORPORATED

Sue Olszowka
Sue Olszowka, CSM
Shopping Center Manager

SO/ds

a Draper and Kramer company

Privileged & Confidential

COE.RUSH.000414

DK000006

EXHIBIT 4

**HAROLD
CARLSON**
ASSOCIATES INC.
9801 W. Higgins Road
P.O. Box 929
Rosemont, Illinois 60018
(708) 318-0600
Fax: (708) 318-0375

December ²⁷/₁, 1989

Alderman Bobby Rush
[REDACTED]

Re: Lake Meadows

Good Morning:

For your permanent file I enclose fully-executed lease documents for the above-captioned location.

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

Cordially,

Ms. Dee Wells, Supervisor
Corporate Leasing Department

dms

Enc.

cc: Weber
Bailey
Durkalski
Olszowka
Anderson
Hall

a Draper and Kramer company

Privileged & Confidential

COE.RUSH.000413

DK000005

EXHIBIT 5

DRAPER AND KRAMER(INCORPORATED)**Inter-office Memorandum**

TO: Fred Ford

FROM: Richard M. Robey, CSM

DATE: August 11, 1997

SUBJECT: Lease with Bobby Rush (formerly Alderman Rush)

CC:

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

In an inner office memorandum between Susan Olszowka and Forrest Bailey, dated 9/19/1990, we indicated a balance existed for all rents and charges totaling \$14,937.19. (Rent of \$627 mo. X 9 mos. = \$5,643.00. The balance \$9294.19 or 1032.69 mo. related to tenants prorata charges.)

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

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

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

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

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

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COE.RUSH.000432

DK000024

ALDERMAN
BOBBY RUSH

YEAR	MINIMUM RENT	CAM	TAXES	INS.	TOTAL
1990	\$ 7,524	-	\$10,732		\$ 18,256.35
1991	\$ 7,524	INFORMATION MISSING FOR THIS PERIOD			\$ 7,524.00
1992	\$ 7,524	INFORMATION MISSING FOR THIS PERIOD			\$ 7,524.00
1993	\$ 7,524	INFORMATION MISSING FOR THIS PERIOD			\$ 7,524.00
1994	\$ 7,524	INFORMATION MISSING FOR THIS PERIOD			\$ 7,524.00
1995	\$ 7,524	\$ 4,728	\$ 3,101	\$ 348	\$ 15,701.04
1996	\$ 7,524	\$ 4,728	\$ 3,101	\$ 348	\$ 15,701.04
1997	\$ 7,524	\$ 3,152	\$ 2,037	\$ 232	\$ 12,945.36
					\$ 92,699.79

547

Privileged & Confidential
COE.RUSH.000433

DK000025

EXHIBIT 6

**DRAPER
AND
KRAMER**
Incorporated

established 1893

REAL ESTATE LEASING • MANAGEMENT • SALES
3337 south m. l. king drive • chicago, illinois 60616-4106 • (312) 225-4288

LAKE
MEADOWS
SHOPPING
CENTER

TO: Forrest Bailey

FROM: Sue Olszowka

September 19, 1990

RE: Alderman Rush - Lake Meadows Shopping Center

At the present time, captioned tenant owes us \$14,937.19. The alderman has not paid any rent or pro rata charges since his occupancy of space C-6 on January 1, 1990 and has not remitted his security deposit. I have personally attempted to collect the amount due to us on a regular basis since his occupancy. At this time I have not issued a ten-day notice of eviction pending direction of ownership. As a result of my efforts, the alderman has issued several checks, all of which have bounced. He has made repeated promises of future payment and has not followed through on his promises.

The lease for this location will expire October 31, 1990. The alderman has requested an extension of his lease thru June of 1991 and I have informed him that no extension would be forthcoming until all delinquencies have been brought up to date. I believe that in order to have him vacate at the end of his lease term, we will be forced to take legal action.

At the present time he owes a total of \$2,735.00 to 2 H.V.A.C contractors, one of which has filed an intent to lien for \$235.00. I have been told that the utilities will no longer accept personal checks from the alderman, and that he must submit certified checks. An officer of Drexel Bank has told me that he bounces checks on a regular basis.

I recommend that we proceed with action to remove the alderman from space C-6. Once the space is available, we will have an opportunity to convert this area into a garage for storage of the onsite sweepers, tools, and supplies for the shopping center. This conversion will free space C-2 for a potential tenant.

If you have any questions, please let me know.

Seif

MAIN OFFICE: 33 WEST MONROE STREET • CHICAGO, ILLINOIS 60603 • (312) 346-8600

ATLANTA COLUMBUS DES MOINES FT. LAUDERDALE
HOUSTON LOS ANGELES MINNEAPOLIS ST. LOUIS

Privileged & Confidential

COE.RUSH.000421

DK000013

EXHIBIT 7

EXHIBIT 8

0
K0720004- 42

Advice of Unpaid Deposited Items
for Account no. [REDACTED]

Page 1 OF
07-20-1

The following item has been returned

We are charging your account \$3,000.00 for one item returned unpaid as listed below.

To: LAKE MEADOWS SHOPPING CENTER
DRAPER & KRAMER
33 W MONROE ST.
ATTN: CARMEN T ESTELA VP
CJICAGO, IL 60603

From: FIRST NATIONAL OF MT PROSPE
FIRST BANK PLAZA
MT PROSPECT ILL 60056

Drawn by	On	Reason	Amount
ALDERMAN BOBBY RUSH	2-125	NON-SUFFICIENT FUNDS	1660

Pay to the Order of		LAKE MEADOWS ASSOCIATES		7-10 1990		2-125/710	
THREE THOUSAND		NSF		Returned		\$ 3000.00	
Drexel National Bank		3401 South King Drive		Chicago, Illinois 60616		Dollars	
PER RENT 3361		[REDACTED]		[REDACTED]		[REDACTED]	

Privileged & Confidential

DK000009

COE.RUSH.000417

Privileged & Confidential

ALD RABBY KUS:
LAKE MEADOWS S.C.

1145

Pay to the Order of HAROLD CARLSON & ASSOC. 12 90 2-125/710

THREE THOUSAND \$ 3000.00 Dollars

Drexel National Bank
2401 South King Drive
Chicago, Illinois 60616

NSF

Presented Type

RENT - 3361 S. KING ST

D0000070

COE.RUSH.000418

556

0
D0416004- 44

Advice of Unpaid Deposited Items
for Account no. [REDACTED]

Page 1 OF 1
04-16-1990

The following item has been returned

We are charging your account \$3,000.00 for one item returned unpaid as listed below.

To: LAKE MEADOWS SHOPPING CENTER
DRAPER & KRAMER
33 W MONROE ST.
ATTN: CARMEN T ESTELA VP
CJICAGO, IL 60603

From: FIRST NATIONAL OF MT PROSPECT
FIRST BANK PLAZA
MT PROSPECT ILL 60056

Drawn by	On	Reason	Amount
BOBBY RUSH	2-125	NON-SUFFICIENT FUNDS	3,000.00

Privileged & Confidential


COE.RUSH.000419

172
DK0000011

EXHIBIT 9

**HAROLD
CARLSON**
ASSOCIATES, INC.
9801 W. Higgins Road
P.O. Box 929
Rosemont, Illinois 60018
(312) 318-0600
Fax: (312) 318-0375

November 5, 1990

Alderman Bobby Rush


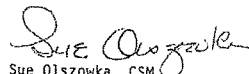
Re: Lake Meadows Shopping Center
35th & King Drive
Chicago, Illinois

Dear Alderman Rush,

As you know, the lease for space C-6 at the captioned shopping center expired October 31, 1990. At this time your occupancy is on a month-to-month basis only, at the same terms and conditions outlined in the initial lease document. The Landlord reserves the right to terminate this lease upon 30 days written notice.

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

Very truly yours,


Sue Olaszowka, CSM
Shopping Center Manager

a Draper and Kramer company

Privileged & Confidential

COE.RUSH.000422

DK000014

EXHIBIT 10

**HAROLD
CARLSON**
ASSOCIATES, INC.
9801 W. Higgins Road
P.O. Box 929
Rosemont, Illinois 60018
(708) 318-0600
Fax: (708) 318-0375

November 22, 1991

Alderman Bobby Rush
3361 S. King Drive
Chicago, IL 60616

Dear Alderman Rush;

It is my understanding that you had indicated to Sue that you were making arrangements to have rental payments automatically dispersed to us from the City Controllers Office. As of this date, we have not received any correspondence or payments from that office.

Please advise me at your earliest convenience as to the status of this matter.

Sincerely,



Mac Nunn
Operations Manager

a Draper and Kramer company

Privileged & Confidential

COE.RUSH.000423

DK000015

EXHIBIT 11

562

INTEROFFICE MEMORANDUM
from the desk of
WILLIAM J. TUCKER, JR., CSM
DRAPER AND KRAMER RETAIL PROPERTY SERVICES, INC.

TO: Don Vitek
DATE: January 13, 1999
RE: 2nd Ward Office
Tenant Receivable Balance
Lake Meadows Shopping Center



This tenant owes \$25,272.10 in rent and charges. The last rental payment was made in June 1997. In light of the political issues associated with this tenant, how do we want to proceed?

CC: MOYER

Privileged & Confidential

COE.RUSH.000434

DK000026

EXHIBIT 12

Lease Ledger

5/14- 7/15

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Lease Information

Date 07/30/2015
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Page 1

Date	Description	Unit	Charges	Payments	Balance
	Balance Forward				7,378.04
05/01/14	Store Base Rent (05/2014)	C060	627.00		8,005.04
05/01/14	CAM Recovery (05/2014)	C060	500.00		8,505.04
05/01/14	RE Tax Recovery (05/2014)	C060	600.00		9,105.04
05/01/14	Insurance Recovery (05/2014)	C060	19.00		9,124.04
06/01/14	Store Base Rent (06/2014)	C060	627.00		9,751.04
06/01/14	CAM Recovery (06/2014)	C060	500.00		10,251.04
06/01/14	RE Tax Recovery (06/2014)	C060	600.00		10,851.04
06/01/14	Insurance Recovery (06/2014)	C060	19.00		10,870.04
07/01/14	Store Base Rent (07/2014)	C060	627.00		11,497.04
07/01/14	CAM Recovery (07/2014)	C060	500.00		11,997.04
07/01/14	RE Tax Recovery (07/2014)	C060	600.00		12,597.04
07/01/14	Insurance Recovery (07/2014)	C060	19.00		12,616.04
08/01/14	Store Base Rent (08/2014)	C060	627.00		13,243.04
08/01/14	CAM Recovery (08/2014)	C060	500.00		13,743.04
08/01/14	RE Tax Recovery (08/2014)	C060	600.00		14,343.04
08/01/14	Insurance Recovery (08/2014)	C060	19.00		14,362.04
08/25/14	2013 RETax Reconciliation	C060	(2,169.20)		12,192.84
09/01/14	Store Base Rent (09/2014)	C060	627.00		12,819.84
09/01/14	CAM Recovery (09/2014)	C060	500.00		13,319.84
09/01/14	RE Tax Recovery (09/2014)	C060	600.00		13,919.84
09/01/14	Insurance Recovery (09/2014)	C060	19.00		13,938.84
10/01/14	Store Base Rent (10/2014)	C060	627.00		14,565.84
10/01/14	CAM Recovery (10/2014)	C060	500.00		15,065.84
10/01/14	RE Tax Recovery (10/2014)	C060	600.00		15,665.84
10/01/14	Insurance Recovery (10/2014)	C060	19.00		15,684.84
11/01/14	Store Base Rent (11/2014)	C060	627.00		16,311.84
11/01/14	CAM Recovery (11/2014)	C060	500.00		16,811.84
11/01/14	RE Tax Recovery (11/2014)	C060	600.00		17,411.84
11/01/14	Insurance Recovery (11/2014)	C060	19.00		17,430.84
12/01/14	Store Base Rent (12/2014)	C060	627.00		18,057.84
12/01/14	CAM Recovery (12/2014)	C060	500.00		18,557.84
12/01/14	RE Tax Recovery (12/2014)	C060	600.00		19,157.84
2/01/15	Insurance Recovery (12/2014)	C060	19.00		19,176.84
01/01/15	Store Base Rent (01/2015)	C060	627.00		19,803.84
01/01/15	CAM Recovery (01/2015)	C060	500.00		20,303.84

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DK000033

COE.RUSH.000441

Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 07/30/2015
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
01/01/15	RE Tax Recovery (01/2015)	C060	600.00		20,903.84
01/01/15	Insurance Recovery (01/2015)	C060	19.00		20,922.84
02/01/15	Store Base Rent (02/2015)	C060	627.00		21,549.84
02/01/15	CAM Recovery (02/2015)	C060	500.00		22,049.84
02/01/15	RE Tax Recovery (02/2015)	C060	600.00		22,649.84
02/01/15	Insurance Recovery (02/2015)	C060	19.00		22,668.84
03/01/15	Store Base Rent (03/2015)	C060	627.00		23,295.84
03/01/15	CAM Recovery (03/2015)	C060	500.00		23,795.84
03/01/15	RE Tax Recovery (03/2015)	C060	600.00		24,395.84
03/01/15	Insurance Recovery (03/2015)	C060	19.00		24,414.84
03/09/15	2014 CAM Reconciliation	C060	(262.13)		24,152.71
03/09/15	2014 Insurance Reconciliation	C060	(77.86)		24,074.85
04/01/15	Store Base Rent (04/2015)	C060	627.00		24,701.85
04/01/15	CAM Recovery (04/2015)	C060	500.00		25,201.85
04/01/15	RE Tax Recovery (04/2015)	C060	600.00		25,801.85
04/01/15	Insurance Recovery (04/2015)	C060	19.00		25,820.85
05/01/15	Store Base Rent (05/2015)	C060	627.00		26,447.85
05/01/15	CAM Recovery (05/2015)	C060	500.00		26,947.85
05/01/15	RE Tax Recovery (05/2015)	C060	600.00		27,547.85
05/01/15	Insurance Recovery (05/2015)	C060	19.00		27,566.85
06/01/15	Store Base Rent (06/2015)	C060	627.00		28,193.85
06/01/15	CAM Recovery (06/2015)	C060	500.00		28,693.85
06/01/15	RE Tax Recovery (06/2015)	C060	600.00		29,293.85
06/01/15	Insurance Recovery (06/2015)	C060	19.00		29,312.85
07/01/15	Store Base Rent (07/2015)	C060	627.00		29,939.85
07/01/15	CAM Recovery (07/2015)	C060	500.00		30,439.85
07/01/15	RE Tax Recovery (07/2015)	C060	600.00		31,039.85
07/01/15	Insurance Recovery (07/2015)	C060	19.00		31,058.85

0-30 Days 31-60 Days 61-90 Days 91-120 Days 121-150 Days 151-180 Days 181-210 Days 211-240 Days 241-270 Days 271-300 Days 301-330 Days 331-360 Days 361-390 Days 391-420 Days 421-450 Days 451-480 Days 481-510 Days 511-540 Days 541-570 Days 571-600 Days 601-630 Days 631-660 Days 661-690 Days 691-720 Days 721-750 Days 751-780 Days 781-810 Days 811-840 Days 841-870 Days 871-900 Days 901-930 Days 931-960 Days 961-990 Days 991-1020 Days 1021-1050 Days 1051-1080 Days 1081-1110 Days 1111-1140 Days 1141-1170 Days 1171-1200 Days 1201-1230 Days 1231-1260 Days 1261-1290 Days 1291-1320 Days 1321-1350 Days 1351-1380 Days 1381-1410 Days 1411-1440 Days 1441-1470 Days 1471-1500 Days 1501-1530 Days 1531-1560 Days 1561-1590 Days 1591-1620 Days 1621-1650 Days 1651-1680 Days 1681-1710 Days 1711-1740 Days 1741-1770 Days 1771-1800 Days 1801-1830 Days 1831-1860 Days 1861-1890 Days 1891-1920 Days 1921-1950 Days 1951-1980 Days 1981-2010 Days 2011-2040 Days 2041-2070 Days 2071-2100 Days 2101-2130 Days 2131-2160 Days 2161-2190 Days 2191-2220 Days 2221-2250 Days 2251-2280 Days 2281-2310 Days 2311-2340 Days 2341-2370 Days 2371-2400 Days 2401-2430 Days 2431-2460 Days 2461-2490 Days 2491-2520 Days 2521-2550 Days 2551-2580 Days 2581-2610 Days 2611-2640 Days 2641-2670 Days 2671-2700 Days 2701-2730 Days 2731-2760 Days 2761-2790 Days 2791-2820 Days 2821-2850 Days 2851-2880 Days 2881-2910 Days 2911-2940 Days 2941-2970 Days 2971-3000 Days 3001-3030 Days 3031-3060 Days 3061-3090 Days 3091-3120 Days 3121-3150 Days 3151-3180 Days 3181-3210 Days 3211-3240 Days 3241-3270 Days 3271-3300 Days 3301-3330 Days 3331-3360 Days 3361-3390 Days 3391-3420 Days 3421-3450 Days 3451-3480 Days 3481-3510 Days 3511-3540 Days 3541-3570 Days 3571-3600 Days 3601-3630 Days 3631-3660 Days 3661-3690 Days 3691-3720 Days 3721-3750 Days 3751-3780 Days 3781-3810 Days 3811-3840 Days 3841-3870 Days 3871-3900 Days 3901-3930 Days 3931-3960 Days 3961-3990 Days 3991-4020 Days 4021-4050 Days 4051-4080 Days 4081-4110 Days 4111-4140 Days 4141-4170 Days 4171-4200 Days 4201-4230 Days 4231-4260 Days 4261-4290 Days 4291-4320 Days 4321-4350 Days 4351-4380 Days 4381-4410 Days 4411-4440 Days 4441-4470 Days 4471-4500 Days 4501-4530 Days 4531-4560 Days 4561-4590 Days 4591-4620 Days 4621-4650 Days 4651-4680 Days 4681-4710 Days 4711-4740 Days 4741-4770 Days 4771-4800 Days 4801-4830 Days 4831-4860 Days 4861-4890 Days 4891-4920 Days 4921-4950 Days 4951-4980 Days 4981-5010 Days 5011-5040 Days 5041-5070 Days 5071-5100 Days 5101-5130 Days 5131-5160 Days 5161-5190 Days 5191-5220 Days 5221-5250 Days 5251-5280 Days 5281-5310 Days 5311-5340 Days 5341-5370 Days 5371-5400 Days 5401-5430 Days 5431-5460 Days 5461-5490 Days 5491-5520 Days 5521-5550 Days 5551-5580 Days 5581-5610 Days 5611-5640 Days 5641-5670 Days 5671-5700 Days 5701-5730 Days 5731-5760 Days 5761-5790 Days 5791-5820 Days 5821-5850 Days 5851-5880 Days 5881-5910 Days 5911-5940 Days 5941-5970 Days 5971-6000 Days 6001-6030 Days 6031-6060 Days 6061-6090 Days 6091-6120 Days 6121-6150 Days 6151-6180 Days 6181-6210 Days 6211-6240 Days 6241-6270 Days 6271-6300 Days 6301-6330 Days 6331-6360 Days 6361-6390 Days 6391-6420 Days 6421-6450 Days 6451-6480 Days 6481-6510 Days 6511-6540 Days 6541-6570 Days 6571-6600 Days 6601-6630 Days 6631-6660 Days 6661-6690 Days 6691-6720 Days 6721-6750 Days 6751-6780 Days 6781-6810 Days 6811-6840 Days 6841-6870 Days 6871-6900 Days 6901-6930 Days 6931-6960 Days 6961-6990 Days 6991-7020 Days 7021-7050 Days 7051-7080 Days 7081-7110 Days 7111-7140 Days 7141-7170 Days 7171-7200 Days 7201-7230 Days 7231-7260 Days 7261-7290 Days 7291-7320 Days 7321-7350 Days 7351-7380 Days 7381-7410 Days 7411-7440 Days 7441-7470 Days 7471-7500 Days 7501-7530 Days 7531-7560 Days 7561-7590 Days 7591-7620 Days 7621-7650 Days 7651-7680 Days 7681-7710 Days 7711-7740 Days 7741-7770 Days 7771-7800 Days 7801-7830 Days 7831-7860 Days 7861-7890 Days 7891-7920 Days 7921-7950 Days 7951-7980 Days 7981-8010 Days 8011-8040 Days 8041-8070 Days 8071-8100 Days 8101-8130 Days 8131-8160 Days 8161-8190 Days 8191-8220 Days 8221-8250 Days 8251-8280 Days 8281-8310 Days 8311-8340 Days 8341-8370 Days 8371-8400 Days 8401-8430 Days 8431-8460 Days 8461-8490 Days 8491-8520 Days 8521-8550 Days 8551-8580 Days 8581-8610 Days 8611-8640 Days 8641-8670 Days 8671-8700 Days 8701-8730 Days 8731-8760 Days 8761-8790 Days 8791-8820 Days 8821-8850 Days 8851-8880 Days 8881-8910 Days 8911-8940 Days 8941-8970 Days 8971-9000 Days 9001-9030 Days 9031-9060 Days 9061-9090 Days 9091-9120 Days 9121-9150 Days 9151-9180 Days 9181-9210 Days 9211-9240 Days 9241-9270 Days 9271-9300 Days 9301-9330 Days 9331-9360 Days 9361-9390 Days 9391-9420 Days 9421-9450 Days 9451-9480 Days 9481-9510 Days 9511-9540 Days 9541-9570 Days 9571-9600 Days 9601-9630 Days 9631-9660 Days 9661-9690 Days 9691-9720 Days 9721-9750 Days 9751-9780 Days 9781-9810 Days 9811-9840 Days 9841-9870 Days 9871-9900 Days 9901-9930 Days 9931-9960 Days 9961-9990 Days 9991-10020 Days 10021-10050 Days 10051-10080 Days 10081-10110 Days 10111-10140 Days 10141-10170 Days 10171-10200 Days 10201-10230 Days 10231-10260 Days 10261-10290 Days 10291-10320 Days 10321-10350 Days 10351-10380 Days 10381-10410 Days 10411-10440 Days 10441-10470 Days 10471-10500 Days 10501-10530 Days 10531-10560 Days 10561-10590 Days 10591-10620 Days 10621-10650 Days 10651-10680 Days 10681-10710 Days 10711-10740 Days 10741-10770 Days 10771-10800 Days 10801-10830 Days 10831-10860 Days 10861-10890 Days 10891-10920 Days 10921-10950 Days 10951-10980 Days 10981-11010 Days 11011-11040 Days 11041-11070 Days 11071-11100 Days 11101-11130 Days 11131-11160 Days 11161-11190 Days 11191-11220 Days 11221-11250 Days 11251-11280 Days 11281-11310 Days 11311-11340 Days 11341-11370 Days 11371-11400 Days 11401-11430 Days 11431-11460 Days 11461-11490 Days 11491-11520 Days 11521-11550 Days 11551-11580 Days 11581-11610 Days 11611-11640 Days 11641-11670 Days 11671-11700 Days 11701-11730 Days 11731-11760 Days 11761-11790 Days 11791-11820 Days 11821-11850 Days 11851-11880 Days 11881-11910 Days 11911-11940 Days 11941-11970 Days 11971-12000 Days 12001-12030 Days 12031-12060 Days 12061-12090 Days 12091-12120 Days 12121-12150 Days 12151-12180 Days 12181-12210 Days 12211-12240 Days 12241-12270 Days 12271-12300 Days 12301-12330 Days 12331-12360 Days 12361-12390 Days 12391-12420 Days 12421-12450 Days 12451-12480 Days 12481-12510 Days 12511-12540 Days 12541-12570 Days 12571-12600 Days 12601-12630 Days 12631-12660 Days 12661-12690 Days 12691-12720 Days 12721-12750 Days 12751-12780 Days 12781-12810 Days 12811-12840 Days 12841-12870 Days 12871-12900 Days 12901-12930 Days 12931-12960 Days 12961-12990 Days 12991-13020 Days 13021-13050 Days 13051-13080 Days 13081-13110 Days 13111-13140 Days 13141-13170 Days 13171-13200 Days 13201-13230 Days 13231-13260 Days 13261-13290 Days 13291-13320 Days 13321-13350 Days 13351-13380 Days 13381-13410 Days 13411-13440 Days 13441-13470 Days 13471-13500 Days 13501-13530 Days 13531-13560 Days 13561-13590 Days 13591-13620 Days 13621-13650 Days 13651-13680 Days 13681-13710 Days 13711-13740 Days 13741-13770 Days 13771-13800 Days 13801-13830 Days 13831-13860 Days 13861-13890 Days 13891-13920 Days 13921-13950 Days 13951-13980 Days 13981-14010 Days 14011-14040 Days 14041-14070 Days 14071-14100 Days 14101-14130 Days 14131-14160 Days 14161-14190 Days 14191-14220 Days 14221-14250 Days 14251-14280 Days 14281-14310 Days 14311-14340 Days 14341-14370 Days 14371-14400 Days 14401-14430 Days 14431-14460 Days 14461-14490 Days 14491-14520 Days 14521-14550 Days 14551-14580 Days 14581-14610 Days 14611-14640 Days 14641-14670 Days 14671-14700 Days 14701-14730 Days 14731-14760 Days 14761-14790 Days 14791-14820 Days 14821-14850 Days 14851-14880 Days 14881-14910 Days 14911-14940 Days 14941-14970 Days 14971-15000 Days 15001-15030 Days 15031-15060 Days 15061-15090 Days 15091-15120 Days 15121-15150 Days 15151-15180 Days 15181-15210 Days 15211-15240 Days 15241-15270 Days 15271-15300 Days 15301-15330 Days 15331-15360 Days 15361-15390 Days 15391-15420 Days 15421-15450 Days 15451-15480 Days 15481-15510 Days 15511-15540 Days 15541-15570 Days 15571-15600 Days 15601-15630 Days 15631-15660 Days 15661-15690 Days 15691-15720 Days 15721-15750 Days 15751-15780 Days 15781-15810 Days 15811-15840 Days 15841-15870 Days 15871-15900 Days 15901-15930 Days 15931-15960 Days 15961-15990 Days 15991-16020 Days 16021-16050 Days 16051-16080 Days 16081-16110 Days 16111-16140 Days 16141-16170 Days 16171-16200 Days 16201-16230 Days 16231-16260 Days 16261-16290 Days 16291-16320 Days 16321-16350 Days 16351-16380 Days 16381-16410 Days 16411-16440 Days 16441-16470 Days 16471-16500 Days 16501-16530 Days 16531-16560 Days 16561-16590 Days 16591-16620 Days 16621-16650 Days 16651-16680 Days 16681-16710 Days 16711-16740 Days 16741-16770 Days 16771-16800 Days 16801-16830 Days 16831-16860 Days 16861-16890 Days 16891-16920 Days 16921-16950 Days 16951-16980 Days 16981-17010 Days 17011-17040 Days 17041-17070 Days 17071-17100 Days 17101-17130 Days 17131-17160 Days 17161-17190 Days 17191-17220 Days 17221-17250 Days 17251-17280 Days 17281-17310 Days 17311-17340 Days 17341-17370 Days 17371-17400 Days 17401-17430 Days 17431-17460 Days 17461-17490 Days 17491-17520 Days 17521-17550 Days 17551-17580 Days 17581-17610 Days 17611-17640 Days 17641-17670 Days 17671-17700 Days 17701-17730 Days 17731-17760 Days 17761-17790 Days 17791-17820 Days 17821-17850 Days 17851-17880 Days 17881-17910 Days 17911-17940 Days 17941-17970 Days 17971-18000 Days 18001-18030 Days 18031-18060 Days 18061-18090 Days 18091-18120 Days 18121-18150 Days 18151-18180 Days 18181-18210 Days 18211-18240 Days 18241-18270 Days 18271-18300 Days 18301-18330 Days 18331-18360 Days 18361-18390 Days 18391-18420 Days 18421-18450 Days 18451-18480 Days 18481-18510 Days 18511-18540 Days 18541-18570 Days 18571-18600 Days 18601-18630 Days 18631-18660 Days 18661-18690 Days 18691-18720 Days 18721-18750 Days 18751-18780 Days 18781-18810 Days 18811-18840 Days 18841-18870 Days 18871-18900 Days 18901-18930 Days 18931-18960 Days 18961-18990 Days 18991-19020 Days 19021-19050 Days 19051-19080 Days 19081-19110 Days 19111-19140 Days 19141-19170 Days 19171-19200 Days 19201-19230 Days 19231-19260 Days 19261-19290 Days 19291-19320 Days 19321-19350 Days 19351-19380 Days 19381-19410 Days 19411-19440 Days 19441-19470 Days 19471-19500 Days 19501-19530 Days 19531-19560 Days 19561-19590 Days 19591-19620 Days 19621-19650 Days 19651-19680 Days 19681-19710 Days 19711-19740 Days 19741-19770 Days 19771-19800 Days 19801-19830 Days 19831-19860 Days 19861-19890 Days 19891-19920 Days 19921-19950 Days 19951-19980 Days 19981-20010 Days 20011-20040 Days 20041-20070 Days 20071-20100 Days 20101-20130 Days 20131-20160 Days 20161-20190 Days 20191-20220 Days 20221-20250 Days 20251-20280 Days 20281-20310 Days 20311-20340 Days 20341-20370 Days 20371-20400 Days 20401-20430 Days 20431-20460 Days 20461-20490 Days 20491-20520 Days 20521-20550 Days 20551-20580 Days 20581-20610 Days 20611-20640 Days 20641-20670 Days 20671-20700 Days 20701-20730 Days 20731-20760 Days 20761-20790 Days 20791-20820 Days 20821-20850 Days 20851-20880 Days 20881-20910 Days 20911-20940 Days 20941-20970 Days 20971-21000 Days 21001-21030 Days 21031-21060 Days 21061-21090 Days 21091-21120 Days 21121-21150 Days 21151-21180 Days 21181-21210 Days 21211-21240 Days 21241-21270 Days 21271-21300 Days 21301-21330 Days 21331-21360 Days 21361-21390 Days 21391-21420 Days 21421-21450 Days 21451-21480 Days 21481-21510 Days 21511-21540 Days 21541-21570 Days 21571-21600 Days 21601-21630 Days 21631-21660 Days 21661-21690 Days 21691-21720 Days 21721-21750 Days 21751-21780 Days 21781-21810 Days 21811-21840 Days 21841-21870 Days 21871-21900 Days 21901-21930 Days 21931-21960 Days 21961-21990 Days 21991-22020 Days 22021-22050 Days 22051-22080 Days 22081-22110 Days 22111-22140 Days 22141-22170 Days 22171-22200 Days 22201-22230 Days 22231-22260 Days 22261-22290 Days 22291-22320 Days 22321-22350 Days 22351-22380 Days 22381-22410 Days 22411-22440 Days 22441-22470 Days 22471-22500 Days 22501-22530 Days 22531-22560 Days 22561-22590 Days 22591-22620 Days 22621-22650 Days 22651-22680 Days 22681-22710 Days 22711-22740 Days 22741-22770 Days 22771-22800 Days 22801-22830 Days 22831-22860 Days 22861-22890 Days 22891-22920 Days 22921-22950 Days 22951-22980 Days 22981-23010 Days 23011-23040 Days 23041-23070 Days 23071-23100 Days 23101-23130 Days 23131-23160 Days 23161-23190 Days 23191-23220 Days 23221-23250 Days 23251-23280 Days 23281-23310 Days 23311-23340 Days 23341-23370 Days 23371-23400 Days 23401-23430 Days 23431-23460 Days 23461-23490 Days 23491-23520 Days 23521-23550 Days 23551-23580 Days 23581-23610 Days 23611-23640 Days 23641-23670 Days 23671-23700 Days 23701-23730 Days 23731-23760 Days 23761-23790 Days 23791-23820 Days 23821-23850 Days 23851-23880 Days 23881-23910 Days 23911-23940 Days 23941-23970 Days 23971-24000 Days 24001-24030 Days 24031-24060 Days 24061-24090 Days 24091-24120 Days 24121-24150 Days 24151-24180 Days 24181-24210 Days 24211-24240 Days 24241-24270 Days 24271-24300 Days 24301-24330 Days 24331-24360 Days 24361-24390 Days 24391-24420 Days 24421-24450 Days 24451-24480 Days 24481-24510 Days 24511-24540 Days 24541-24570 Days 24571-24600 Days 24601-24630 Days 24631-24660 Days 24661-24690 Days 24691-24720 Days 24721-24750 Days

Lease Ledger

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Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 04/24/2014
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
	Balance Forward				11,302.80
07/01/12	Store Base Rent (07/2012)	C060	627.00		11,929.80
07/01/12	CAM Recovery (07/2012)	C060	500.00		12,429.80
07/01/12	RE Tax Recovery (07/2012)	C060	600.00		13,029.80
07/01/12	Insurance Recovery (07/2012)	C060	19.00		13,048.80
08/01/12	Store Base Rent (08/2012)	C060	627.00		13,675.80
08/01/12	CAM Recovery (08/2012)	C060	500.00		14,175.80
08/01/12	RE Tax Recovery (08/2012)	C060	600.00		14,775.80
08/01/12	Insurance Recovery (08/2012)	C060	19.00		14,794.80
07/12	2011 RETax Reconciliation	C060	(1,435.20)		13,359.60
09/01/12	Store Base Rent (09/2012)	C060	627.00		13,986.60
09/01/12	CAM Recovery (09/2012)	C060	500.00		14,486.60
09/01/12	RE Tax Recovery (09/2012)	C060	600.00		15,086.60
09/01/12	Insurance Recovery (09/2012)	C060	19.00		15,105.60
10/01/12	Store Base Rent (10/2012)	C060	627.00		15,732.60
10/01/12	CAM Recovery (10/2012)	C060	500.00		16,232.60
10/01/12	RE Tax Recovery (10/2012)	C060	600.00		16,832.60
10/01/12	Insurance Recovery (10/2012)	C060	19.00		16,851.60
10/05/12	2009 RETax refund	C060	(1,383.01)		15,468.59
11/01/12	Store Base Rent (11/2012)	C060	627.00		16,095.59
11/01/12	CAM Recovery (11/2012)	C060	500.00		16,595.59
11/01/12	RE Tax Recovery (11/2012)	C060	600.00		17,195.59
11/01/12	Insurance Recovery (11/2012)	C060	19.00		17,214.59
12/01/12	Store Base Rent (12/2012)	C060	627.00		17,841.59
12/01/12	CAM Recovery (12/2012)	C060	500.00		18,341.59
12/01/12	RE Tax Recovery (12/2012)	C060	600.00		18,941.59
12/01/12	Insurance Recovery (12/2012)	C060	19.00		18,960.59
12/21/12	w/o 2012 charges	C060	(6,000.00)		12,960.59
12/21/12	w/o 2012 charges	C060	(836.25)		12,124.34
12/21/12	w/o 2012 charges	C060	(228.00)		11,896.34
12/21/12	w/o 2012 charges	C060	9.45		11,905.79
12/21/12	w/o 2012 charges	C060	(7,200.00)		4,705.79
12/21/12	w/o 2012 charges	C060	2,818.21		7,524.00
12/21/12	w/o 2012 charges	C060	(7,524.00)		0.00
01/01/13	Store Base Rent (01/2013)	C060	627.00		627.00

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DK000035

COE.RUSH.000443

Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 04/24/2014
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
01/01/13	RE Tax Recovery (01/2013)	C060	600.00		1,727.00
01/01/13	Insurance Recovery (01/2013)	C060	19.00		1,746.00
02/01/13	Store Base Rent (02/2013)	C060	627.00		2,373.00
02/01/13	CAM Recovery (02/2013)	C060	500.00		2,873.00
02/01/13	RE Tax Recovery (02/2013)	C060	600.00		3,473.00
02/01/13	Insurance Recovery (02/2013)	C060	19.00		3,492.00
03/01/13	Store Base Rent (03/2013)	C060	627.00		4,119.00
03/01/13	CAM Recovery (03/2013)	C060	500.00		4,619.00
03/01/13	RE Tax Recovery (03/2013)	C060	600.00		5,219.00
03/01/13	Insurance Recovery (03/2013)	C060	19.00		5,238.00
~/12/13	2012 CAM Reconciliation	C060	605.33		5,843.33
/12/13	2012 Insurance Reconciliation	C060	(18.36)		5,824.97
04/01/13	Store Base Rent (04/2013)	C060	627.00		6,451.97
04/01/13	CAM Recovery (04/2013)	C060	500.00		6,951.97
04/01/13	RE Tax Recovery (04/2013)	C060	600.00		7,551.97
04/01/13	Insurance Recovery (04/2013)	C060	19.00		7,570.97
05/01/13	Store Base Rent (05/2013)	C060	627.00		8,197.97
05/01/13	CAM Recovery (05/2013)	C060	500.00		8,697.97
05/01/13	RE Tax Recovery (05/2013)	C060	600.00		9,297.97
05/01/13	Insurance Recovery (05/2013)	C060	19.00		9,316.97
06/01/13	Store Base Rent (06/2013)	C060	627.00		9,943.97
06/01/13	CAM Recovery (06/2013)	C060	500.00		10,443.97
06/01/13	RE Tax Recovery (06/2013)	C060	600.00		11,043.97
06/01/13	Insurance Recovery (06/2013)	C060	19.00		11,062.97
07/01/13	Store Base Rent (07/2013)	C060	627.00		11,689.97
07/01/13	CAM Recovery (07/2013)	C060	500.00		12,189.97
07/01/13	RE Tax Recovery (07/2013)	C060	600.00		12,789.97
07/01/13	Insurance Recovery (07/2013)	C060	19.00		12,808.97
08/01/13	2012 RETax Reconciliation	C060	(807.17)		12,001.80
08/01/13	Store Base Rent (08/2013)	C060	627.00		12,628.80
08/01/13	CAM Recovery (08/2013)	C060	500.00		13,128.80
08/01/13	RE Tax Recovery (08/2013)	C060	600.00		13,728.80
08/01/13	Insurance Recovery (08/2013)	C060	19.00		13,747.80
09/01/13	Store Base Rent (09/2013)	C060	627.00		14,374.80
01/13	CAM Recovery (09/2013)	C060	500.00		14,874.80
/01/13	RE Tax Recovery (09/2013)	C060	600.00		15,474.80
09/01/13	Insurance Recovery (09/2013)	C060	19.00		15,493.80

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DK000036

COE.RUSH.000444

Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 04/24/2014
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
10/01/13	CAM Recovery (10/2013)	C060	500.00		16,620.80
10/01/13	RE Tax Recovery (10/2013)	C060	600.00		17,220.80
10/01/13	Insurance Recovery (10/2013)	C060	19.00		17,239.80
11/01/13	Store Base Rent (11/2013)	C060	627.00		17,866.80
11/01/13	CAM Recovery (11/2013)	C060	500.00		18,366.80
11/01/13	RE Tax Recovery (11/2013)	C060	600.00		18,966.80
11/01/13	Insurance Recovery (11/2013)	C060	19.00		18,985.80
12/01/13	Store Base Rent (12/2013)	C060	627.00		19,612.80
12/01/13	CAM Recovery (12/2013)	C060	500.00		20,112.80
12/01/13	RE Tax Recovery (12/2013)	C060	600.00		20,712.80
12/01/13	Insurance Recovery (12/2013)	C060	19.00		20,731.80
12/16/13	w/o 2013 charges	C060	(5,000.00)		14,731.80
12/16/13	w/o 2013 charges	C060	(228.00)		14,503.80
12/16/13	w/o 2013 charges	C060	(7,200.00)		7,303.80
12/16/13	w/o 2013 charges	C060	(7,524.00)		(220.20)
12/16/13	w/o 2013 credit	C060	807.17		586.97
12/16/13	w/o 2013 credit	C060	18.36		605.33
12/16/13	w/o 2013 charges	C060	(605.33)		0.00
01/01/14	Store Base Rent (01/2014)	C060	627.00		627.00
01/01/14	CAM Recovery (01/2014)	C060	500.00		1,127.00
01/01/14	RE Tax Recovery (01/2014)	C060	600.00		1,727.00
01/01/14	Insurance Recovery (01/2014)	C060	19.00		1,746.00
02/01/14	Store Base Rent (02/2014)	C060	627.00		2,373.00
02/01/14	CAM Recovery (02/2014)	C060	500.00		2,873.00
02/01/14	RE Tax Recovery (02/2014)	C060	600.00		3,473.00
02/01/14	Insurance Recovery (02/2014)	C060	19.00		3,492.00
03/01/14	Store Base Rent (03/2014)	C060	627.00		4,119.00
03/01/14	CAM Recovery (03/2014)	C060	500.00		4,619.00
03/01/14	RE Tax Recovery (03/2014)	C060	600.00		5,219.00
03/01/14	Insurance Recovery (03/2014)	C060	19.00		5,238.00
04/01/14	Store Base Rent (04/2014)	C060	627.00		5,865.00
04/01/14	CAM Recovery (04/2014)	C060	500.00		6,365.00
04/01/14	RE Tax Recovery (04/2014)	C060	600.00		6,965.00
04/01/14	Insurance Recovery (04/2014)	C060	19.00		6,984.00
04/01/14	2013 CAM Reconciliation	C060	412.07		7,396.07
4/14	2013 Insurance Reconciliation	C060	(18.03)		7,378.04

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DK000037

COE.RUSH.000445

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DISC00039

CAN 11/1/2001	H0001308	179800	SEC001	CH AUTOCHRG	WT11/30/01	474.70	0.00	24,634.92	000000
INS 11/1/2001	H0001308	179800	SEC001	CH AUTOCHRG	WT11/30/01	12.39	0.00	24,647.31	000000
RET 11/1/2001	H0001308	179800	SEC001	CH AUTOCHRG	WT11/30/01	309.47	0.00	24,955.78	000000
RUB 11/1/2001	H0001308	179800	SEC001	CH AUTOCHRG	WT11/30/01	14.00	0.00	24,970.78	000000
STR 11/1/2001	H0001308	179800	SEC001	CH AUTOCHRG	WT11/30/01	627.00	0.00	25,597.78	000000
CAN 12/1/2001	H0001549	179800	SEC001	CH AUTOCHRG	WT12/31/2001	474.70	0.00	26,073.48	000000
INS 12/1/2001	H0001549	179800	SEC001	CH AUTOCHRG	WT12/31/2001	12.39	0.00	26,084.87	000000
RET 12/1/2001	H0001549	179800	SEC001	CH AUTOCHRG	WT12/31/2001	309.47	0.00	26,394.34	000000
RUB 12/1/2001	H0001549	179800	SEC001	CH AUTOCHRG	WT12/31/2001	14.00	0.00	26,408.34	000000
STR 12/1/2001	H0001549	179800	SEC001	CH AUTOCHRG	WT12/31/2001	627.00	0.00	27,035.34	000000
CAN 1/1/2002	H0001786	179800	SEC001	CH AUTOCHRG	WT1/31/2002	474.70	0.00	27,510.04	000000
INS 1/1/2002	H0001786	179800	SEC001	CH AUTOCHRG	WT1/31/2002	12.39	0.00	27,522.43	000000
RET 1/1/2002	H0001786	179800	SEC001	CH AUTOCHRG	WT1/31/2002	309.47	0.00	27,831.90	000000
RUB 1/1/2002	H0001786	179800	SEC001	CH AUTOCHRG	WT1/31/2002	14.00	0.00	27,845.90	000000
STR 1/1/2002	H0001786	179800	SEC001	CH AUTOCHRG	WT1/31/2002	627.00	0.00	28,472.90	000000
CAN 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-5,696.40	22,776.50	000000
INS 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-3,713.64	19,062.86	000000
RET 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-148.68	18,914.18	000000
RUB 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-168.00	18,746.18	000000
STR 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-7,524.00	11,222.18	000000
CAN 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-187.14	11,035.04	000000
INS 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-5,073.96	5,951.08	000000
RET 1/30/2002	12002090	179800	SEC001	NC write-off		0.00	-3,715.62	1,437.56	000000
RUB 1/30/2002	12002090	179800	SEC001	CH AUTOCHRG	WT2/28/2002	474.70	0.00	1,912.26	000000
STR 2/1/2002	H0002018	179800	SEC001	CH AUTOCHRG	WT2/28/2002	12.39	0.00	1,924.65	000000
RET 2/1/2002	H0002018	179800	SEC001	CH AUTOCHRG	WT2/28/2002	309.47	0.00	2,234.12	000000
RUB 2/1/2002	H0002018	179800	SEC001	CH AUTOCHRG	WT2/28/2002	14.00	0.00	2,248.12	000000
STR 2/1/2002	H0002018	179800	SEC001	CH AUTOCHRG	WT2/28/2002	627.00	0.00	2,875.12	000000
CAN 3/1/2002	H0002239	179800	SEC001	CH AUTOCHRG	WT3/31/2002	474.70	0.00	3,349.82	000000
INS 3/1/2002	H0002239	179800	SEC001	CH AUTOCHRG	WT3/31/2002	12.39	0.00	3,362.21	000000
RET 3/1/2002	H0002239	179800	SEC001	CH AUTOCHRG	WT3/31/2002	309.47	0.00	3,671.68	000000
RUB 3/1/2002	H0002239	179800	SEC001	CH AUTOCHRG	WT3/31/2002	14.00	0.00	3,685.68	000000
STR 3/1/2002	H0002239	179800	SEC001	CH AUTOCHRG	WT3/31/2002	627.00	0.00	4,312.68	000000
CAN 4/1/2002	H0002492	179800	SEC001	CH AUTOCHRG	WT4/30/2002	474.70	0.00	4,787.38	000000
INS 4/1/2002	H0002492	179800	SEC001	CH AUTOCHRG	WT4/30/2002	12.39	0.00	4,799.77	000000
RET 4/1/2002	H0002492	179800	SEC001	CH AUTOCHRG	WT4/30/2002	309.47	0.00	5,109.24	000000
RUB 4/1/2002	H0002492	179800	SEC001	CH AUTOCHRG	WT4/30/2002	14.00	0.00	5,123.24	000000
STR 4/1/2002	H0002492	179800	SEC001	CH AUTOCHRG	WT4/30/2002	627.00	0.00	5,750.24	000000
CAN 5/1/2002	H0002704	179800	SEC001	CH AUTOCHRG	WT5/31/02	474.70	0.00	6,224.94	000000
INS 5/1/2002	H0002704	179800	SEC001	CH AUTOCHRG	WT5/31/02	12.39	0.00	6,237.33	000000
RET 5/1/2002	H0002704	179800	SEC001	CH AUTOCHRG	WT5/31/02	309.47	0.00	6,546.80	000000
RUB 5/1/2002	H0002704	179800	SEC001	CH AUTOCHRG	WT5/31/02	14.00	0.00	6,560.80	000000
STR 5/1/2002	H0002704	179800	SEC001	CH AUTOCHRG	WT5/31/02	627.00	0.00	7,187.80	000000
CAN 6/1/2002	H0002951	179800	SEC001	CH AUTOCHRG	WT6/30/2002	474.70	0.00	7,662.50	000000
INS 6/1/2002	H0002951	179800	SEC001	CH AUTOCHRG	WT6/30/2002	12.39	0.00	7,674.89	000000
RET 6/1/2002	H0002951	179800	SEC001	CH AUTOCHRG	WT6/30/2002	309.47	0.00	7,984.36	000000
RUB 6/1/2002	H0002951	179800	SEC001	CH AUTOCHRG	WT6/30/2002	14.00	0.00	7,998.36	000000
STR 6/1/2002	H0002951	179800	SEC001	CH AUTOCHRG	WT6/30/2002	627.00	0.00	8,625.36	000000
CAN 7/1/2002	H0003223	179800	SEC001	CH AUTOCHRG	WT7/31/02	474.70	0.00	9,100.06	000000
INS 7/1/2002	H0003223	179800	SEC001	CH AUTOCHRG	WT7/31/02	12.39	0.00	9,112.45	000000
RET 7/1/2002	H0003223	179800	SEC001	CH AUTOCHRG	WT7/31/02	309.47	0.00	9,421.92	000000
RUB 7/1/2002	H0003223	179800	SEC001	CH AUTOCHRG	WT7/31/02	14.00	0.00	9,435.92	000000
STR 7/1/2002	H0003223	179800	SEC001	CH AUTOCHRG	WT7/31/02	627.00	0.00	10,062.92	000000
CAN 8/1/2002	H0003464	179800	SEC001	CH AUTOCHRG	WT8/31/2002	474.70	0.00	10,537.62	000000
INS 8/1/2002	H0003464	179800	SEC001	CH AUTOCHRG	WT8/31/2002	12.39	0.00	10,550.01	000000
RET 8/1/2002	H0003464	179800	SEC001	CH AUTOCHRG	WT8/31/2002	309.47	0.00	10,859.48	000000
RUB 8/1/2002	H0003464	179800	SEC001	CH AUTOCHRG	WT8/31/2002	14.00	0.00	10,873.48	000000
STR 8/1/2002	H0003464	179800	SEC001	CH AUTOCHRG	WT8/31/2002	627.00	0.00	11,500.48	000000
CAN 9/1/2002	H0003783	179800	SEC001	CH AUTOCHRG	WT9/30/2002	474.70	0.00	11,975.18	000000
INS 9/1/2002	H0003783	179800	SEC001	CH AUTOCHRG	WT9/30/2002	12.39	0.00	11,987.57	000000

COE.RUSH.000447

Pratt & Cavanaugh	RUB 9/1/2002	H0003783	179800	SRCD01	CH AUTOCHRG #79/30/2002	14.00	0.00	12,311.04 000000
	TRR 9/1/2002	H0003783	179800	SRCD01	CH AUTOCHRG #79/30/2002	627.00	0.00	12,338.04 000000
	RUB 9/25/2002	H0004082	179800	SRCD01	CH '01 YE Adjustment/Rubbish	10.57	0.00	12,348.61 000000
	TRR 9/25/2002	H0004082	179800	SRCD01	CH '01 YE Adjustment/Insurance	50.52	0.00	12,399.53 000000
Pratt & Cavanaugh	PRY 9/25/2002	H0004082	179800	SRCD01	CH '01 YE Adjustment/ CAM	154.87	0.00	13,154.40 000000
	JAM 10/1/2002	H0003994	179800	SRCD01	CH AUTOCHRG #710/31/2002	474.70	0.00	13,629.10 000000
	INS 10/1/2002	H0003994	179800	SRCD01	CH AUTOCHRG #710/31/2002	12.39	0.00	13,641.49 000000
	IST 10/1/2002	H0003994	179800	SRCD01	CH AUTOCHRG #710/31/2002	309.47	0.00	13,950.96 000000
Pratt & Cavanaugh	RUB 10/1/2002	H0003994	179800	SRCD01	CH AUTOCHRG #710/31/2002	14.00	0.00	13,964.96 000000
	TRR 10/1/2002	H0003994	179800	SRCD01	CH AUTOCHRG #710/31/2002	627.00	0.00	14,591.96 000000
	PRY 10/29/2002	H0004147	179800	SRCD01	CH Reconciliation of 2000 RETax	287.43	0.00	14,879.39 000000
	PRY 10/29/2002	H0004148	179800	SRCD01	CH 2001 RSTax Reconciliation	265.17	0.00	15,144.56 000000
Pratt & Cavanaugh	JAM 11/1/2002	H0004264	179800	SRCD01	CH AUTOCHRG #711/30/2002	474.70	0.00	15,619.26 000000
	INS 11/1/2002	H0004264	179800	SRCD01	CH AUTOCHRG #711/30/2002	12.39	0.00	15,631.65 000000
	IST 11/1/2002	H0004264	179800	SRCD01	CH AUTOCHRG #711/30/2002	309.47	0.00	15,941.12 000000
	RUB 11/1/2002	H0004264	179800	SRCD01	CH AUTOCHRG #711/30/2002	14.00	0.00	15,955.12 000000
Pratt & Cavanaugh	TRR 11/1/2002	H0004264	179800	SRCD01	CH AUTOCHRG #711/30/2002	627.00	0.00	16,582.12 000000
	JAM 12/1/2002	H0004506	179800	SRCD01	CH AUTOCHRG #712/31/02	474.70	0.00	17,056.82 000000
	INS 12/1/2002	H0004506	179800	SRCD01	CH AUTOCHRG #712/31/02	12.39	0.00	17,069.21 000000
	IST 12/1/2002	H0004506	179800	SRCD01	CH AUTOCHRG #712/31/02	309.47	0.00	17,378.68 000000
Pratt & Cavanaugh	RUB 12/1/2002	H0004506	179800	SRCD01	CH AUTOCHRG #712/31/02	14.00	0.00	17,392.68 000000
	TRR 12/1/2002	H0004506	179800	SRCD01	CH AUTOCHRG #712/31/02	627.00	0.00	18,019.68 000000
	JAM 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-5,696.40	12,323.28 000000
	PRY 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-154.87	12,168.41 000000
Pratt & Cavanaugh	INS 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-148.68	12,019.73 000000
	TRR 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-50.52	11,969.21 000000
	PRY 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-3,713.64	8,255.57 000000
	IST 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-552.60	7,702.57 000000
Pratt & Cavanaugh	RUB 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-178.57	7,524.00 000000
	TRR 12/10/2002	H0004659	179800	SRCD01	MC Backoff 2002 billings	0.00	-7,524.00	0.00 000000
	JAM 1/1/2003	H0004701	179800	SRCD01	CH AUTOCHRG #71/31/2003 BR	500.00	0.00	500.00 000000
	INS 1/1/2003	H0004701	179800	SRCD01	CH AUTOCHRG #71/31/2003 BR	19.00	0.00	519.00 000000
Pratt & Cavanaugh	IST 1/1/2003	H0004701	179800	SRCD01	CH AUTOCHRG #71/31/2003 BR	253.00	0.00	772.00 000000
	RUB 2/1/2003	H0004955	179800	SRCD01	CH AUTOCHRG #72/28/2003	627.00	0.00	1,399.00 000000
	TRR 2/1/2003	H0004955	179800	SRCD01	CH AUTOCHRG #72/28/2003	500.00	0.00	1,899.00 000000
	PRY 2/1/2003	H0004955	179800	SRCD01	CH AUTOCHRG #72/28/2003	19.00	0.00	1,918.00 000000
Pratt & Cavanaugh	INS 2/1/2003	H0005180	179800	SRCD01	CH AUTOCHRG #73/31/03	253.00	0.00	2,171.00 000000
	TRR 2/1/2003	H0005180	179800	SRCD01	CH AUTOCHRG #73/31/03	627.00	0.00	2,798.00 000000
	PRY 3/1/2003	H0005180	179800	SRCD01	CH AUTOCHRG #73/31/03	500.00	0.00	3,298.00 000000
	IST 3/1/2003	H0005180	179800	SRCD01	CH AUTOCHRG #73/31/03	19.00	0.00	3,317.00 000000
Pratt & Cavanaugh	RUB 3/1/2003	H0005425	179800	SRCD01	CH AUTOCHRG #74/30/03	253.00	0.00	3,570.00 000000
	TRR 3/1/2003	H0005425	179800	SRCD01	CH AUTOCHRG #74/30/03	627.00	0.00	4,197.00 000000
	PRY 4/1/2003	H0005425	179800	SRCD01	CH AUTOCHRG #74/30/03	500.00	0.00	4,697.00 000000
	IST 4/1/2003	H0005425	179800	SRCD01	CH AUTOCHRG #74/30/03	19.00	0.00	4,716.00 000000
Pratt & Cavanaugh	JAM 4/1/2003	H0005650	179800	SRCD01	CH AUTOCHRG #75/31/03	253.00	0.00	4,969.00 000000
	INS 4/1/2003	H0005650	179800	SRCD01	CH AUTOCHRG #75/31/03	627.00	0.00	5,596.00 000000
	TRR 4/1/2003	H0005650	179800	SRCD01	CH AUTOCHRG #75/31/03	500.00	0.00	6,096.00 000000
	PRY 5/1/2003	H0005881	179800	SRCD01	CH AUTOCHRG #76/30/2003	19.00	0.00	6,115.00 000000
Pratt & Cavanaugh	IST 5/1/2003	H0005881	179800	SRCD01	CH AUTOCHRG #76/30/2003	253.00	0.00	6,368.00 000000
	RUB 5/1/2003	H0005881	179800	SRCD01	CH AUTOCHRG #76/30/2003	627.00	0.00	6,995.00 000000
	TRR 6/1/2003	H0005881	179800	SRCD01	CH AUTOCHRG #76/30/2003	500.00	0.00	7,495.00 000000
	PRY 6/1/2003	H0005881	179800	SRCD01	CH AUTOCHRG #76/30/2003	19.00	0.00	7,514.00 000000
Pratt & Cavanaugh	INS 6/1/2003	H0006056	179800	SRCD01	CH 2002 CAM Reconciliation	253.00	0.00	7,767.00 000000
	TRR 6/1/2003	H0006056	179800	SRCD01	CH 2002 CAM Reconciliation/Rubbish	627.00	0.00	8,394.00 000000
	PRY 6/1/2003	H0006056	179800	SRCD01	CH 2002 Insurance Rec.	894.48	0.00	9,288.48 000000
	IST 6/1/2003	H0006056	179800	SRCD01	CH AUTOCHRG #77/31/2003	-0.53	0.00	9,287.95 000000
Pratt & Cavanaugh	JAM 7/1/2003	H0006092	179800	SRCD01	CH AUTOCHRG #77/31/2003	98.14	0.00	9,386.10 000000
	INS 7/1/2003	H0006092	179800	SRCD01	CH AUTOCHRG #77/31/2003	500.00	0.00	9,886.10 000000
	TRR 7/1/2003	H0006092	179800	SRCD01	CH AUTOCHRG #77/31/2003	19.00	0.00	9,905.10 000000
	PRY 7/1/2003	H0006092	179800	SRCD01	CH AUTOCHRG #77/31/2003	253.00	0.00	10,158.10 000000

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Pratt & Caldwell	CAN	8/1/2003	H0006344	179800	SECC01	CH	AUTOCHEG	078/31/2003	500.00	0.00	11,285.10	000000
	INS	8/1/2003	H0006344	179800	SECC01	CH	AUTOCHEG	078/31/2003	19.00	0.00	11,304.10	000000
	RET	8/1/2003	H0006344	179800	SECC01	CH	AUTOCHEG	078/31/2003	253.00	0.00	11,557.10	000000
	STR	9/1/2003	H0006344	179800	SECC01	CH	AUTOCHEG	079/31/2003	627.00	0.00	12,184.10	000000
	CAN	9/1/2003	H0006542	179800	SECC01	CH	AUTOCHEG	079/30/03	500.00	0.00	12,684.10	000000
	INS	9/1/2003	H0006542	179800	SECC01	CH	AUTOCHEG	079/30/03	19.00	0.00	12,703.10	000000
	RET	9/1/2003	H0006542	179800	SECC01	CH	AUTOCHEG	079/30/03	253.00	0.00	12,956.10	000000
	STR	9/1/2003	H0006542	179800	SECC01	CH	AUTOCHEG	079/30/03	627.00	0.00	13,583.10	000000
	RFY	9/8/2003	H0004696	179800	SECC01	CH	Reconciliation '02 RETaxas		309.78	0.00	13,892.88	000000
	CAN	10/1/2003	H0004758	179800	SECC01	CH	AUTOCHEG	0710/31/03	500.00	0.00	14,392.88	000000
	INS	10/1/2003	H0004758	179800	SECC01	CH	AUTOCHEG	0710/31/03	19.00	0.00	14,411.88	000000
	RET	10/1/2003	H0004758	179800	SECC01	CH	AUTOCHEG	0710/31/03	253.00	0.00	14,664.88	000000
	STR	10/1/2003	H0004758	179800	SECC01	CH	AUTOCHEG	0710/31/03	627.00	0.00	15,291.88	000000
	CAN	11/1/2003	H0004967	179800	SECC01	CH	AUTOCHEG	0711/30/2003	500.00	0.00	15,791.88	000000
	INS	11/1/2003	H0004967	179800	SECC01	CH	AUTOCHEG	0711/30/2003	19.00	0.00	15,810.88	000000
	RET	11/1/2003	H0004967	179800	SECC01	CH	AUTOCHEG	0711/30/2003	253.00	0.00	16,063.88	000000
	STR	11/1/2003	H0004967	179800	SECC01	CH	AUTOCHEG	0711/30/2003	627.00	0.00	16,690.88	000000
	CAN	12/1/2003	H0007194	179800	SECC01	CH	AUTOCHEG	0712/31/2003	500.00	0.00	17,190.88	000000
	INS	12/1/2003	H0007194	179800	SECC01	CH	AUTOCHEG	0712/31/2003	19.00	0.00	17,209.88	000000
	RET	12/1/2003	H0007194	179800	SECC01	CH	AUTOCHEG	0712/31/2003	253.00	0.00	17,462.88	000000
	STR	12/1/2003	H0007194	179800	SECC01	CH	AUTOCHEG	0712/31/2003	627.00	0.00	18,089.88	000000
	RUB	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.52	0.00	18,090.40	000000
	CAN	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-6,000.00	12,090.40	000000
	CPT	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-894.48	11,195.92	000000
	INS	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-228.00	10,967.92	000000
	RFY	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-92.14	10,865.78	000000
	RET	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-3,036.00	7,829.78	000000
	RPI	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-302.78	7,526.00	000000
	STR	12/10/2003	H0007323	179800	SECC01	CH	backoff '03 balances		0.00	-7,526.00	0.00	000000
	CAN	1/1/2004	H0007387	179800	SECC01	CH	AUTOCHEG	071/31/04	500.00	0.00	500.00	000000
	INS	1/1/2004	H0007387	179800	SECC01	CH	AUTOCHEG	071/31/04	19.00	0.00	519.00	000000
	RET	1/1/2004	H0007387	179800	SECC01	CH	AUTOCHEG	071/31/04	253.00	0.00	772.00	000000
	STR	1/1/2004	H0007387	179800	SECC01	CH	AUTOCHEG	071/31/04	627.00	0.00	1,399.00	000000
	INS	2/1/2004	H0007599	179800	SECC01	CH	AUTOCHEG	072/29/04	500.00	0.00	1,899.00	000000
	RET	2/1/2004	H0007599	179800	SECC01	CH	AUTOCHEG	072/29/04	19.00	0.00	1,918.00	000000
	STR	2/1/2004	H0007599	179800	SECC01	CH	AUTOCHEG	072/29/04	253.00	0.00	2,171.00	000000
	CAN	3/1/2004	H0007799	179800	SECC01	CH	AUTOCHEG	073/31/2004	500.00	0.00	2,798.00	000000
	INS	3/1/2004	H0007799	179800	SECC01	CH	AUTOCHEG	073/31/2004	19.00	0.00	2,898.00	000000
	RET	3/1/2004	H0007799	179800	SECC01	CH	AUTOCHEG	073/31/2004	253.00	0.00	3,151.00	000000
	STR	3/1/2004	H0007799	179800	SECC01	CH	AUTOCHEG	073/31/2004	627.00	0.00	3,778.00	000000
	4SC	3/18/2004	H0008102	179800	SECC01	CH	Reimburse plumbing work done		535.00	0.00	4,313.00	000000
	CAN	4/1/2004	H0008104	179800	SECC01	CH	AUTOCHEG	074/30/04	500.00	0.00	4,813.00	000000
	INS	4/1/2004	H0008104	179800	SECC01	CH	AUTOCHEG	074/30/04	19.00	0.00	4,832.00	000000
	RET	4/1/2004	H0008104	179800	SECC01	CH	AUTOCHEG	074/30/04	253.00	0.00	5,085.00	000000
	STR	4/1/2004	H0008104	179800	SECC01	CH	AUTOCHEG	074/30/04	627.00	0.00	5,712.00	000000
	CPT	4/29/2004	H0008380	179800	SECC01	CH	2003 CAN Reconciliation		140.44	0.00	5,852.44	000000
	INS	5/1/2004	H0008322	179800	SECC01	CH	AUTOCHEG	075/31/04	34.40	0.00	5,886.84	000000
	RET	5/1/2004	H0008322	179800	SECC01	CH	AUTOCHEG	075/31/04	500.00	0.00	6,386.84	000000
	STR	5/1/2004	H0008322	179800	SECC01	CH	AUTOCHEG	075/31/04	19.00	0.00	6,405.84	000000
	CAN	6/1/2004	H0008526	179800	SECC01	CH	AUTOCHEG	076/30/04	253.00	0.00	6,658.84	000000
	INS	6/1/2004	H0008526	179800	SECC01	CH	AUTOCHEG	076/30/04	627.00	0.00	7,285.84	000000
	RET	6/1/2004	H0008526	179800	SECC01	CH	AUTOCHEG	076/30/04	19.00	0.00	7,304.84	000000
	STR	6/1/2004	H0008526	179800	SECC01	CH	AUTOCHEG	076/30/04	253.00	0.00	7,557.84	000000
	CAN	7/1/2004	H0008707	179800	SECC01	CH	AUTOCHEG	077/31/04	500.00	0.00	8,057.84	000000
	INS	7/1/2004	H0008707	179800	SECC01	CH	AUTOCHEG	077/31/04	19.00	0.00	8,076.84	000000
	RET	7/1/2004	H0008707	179800	SECC01	CH	AUTOCHEG	077/31/04	253.00	0.00	8,329.84	000000
	STR	7/1/2004	H0008707	179800	SECC01	CH	AUTOCHEG	077/31/04	627.00	0.00	8,956.84	000000
	CAN	8/1/2004	H0008707	179800	SECC01	CH	AUTOCHEG	078/31/04	500.00	0.00	9,456.84	000000

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YNS	8/1/2004	H0008910	179800	SECD01	CH AUTOCNRS	878/31/04	19.00	0.00	11,021.84	00000
RET	8/1/2004	H0008910	179800	SECD01	CH AUTOCNRS	878/31/04	253.00	0.00	11,274.84	00000
STR	8/1/2004	H0008910	179800	SECD01	CH AUTOCNRS	878/31/04	627.00	0.00	11,901.84	00000
CAN	9/1/2004	H0009083	179800	SECD01	CH AUTOCNRS	879/30/04	500.00	0.00	12,401.84	00000
INS	9/1/2004	H0009083	179800	SECD01	CH AUTOCNRS	879/30/04	19.00	0.00	12,420.84	00000
RET	9/1/2004	H0009083	179800	SECD01	CH AUTOCNRS	879/30/04	253.00	0.00	12,673.84	00000
STR	9/1/2004	H0009083	179800	SECD01	CH AUTOCNRS	879/30/04	627.00	0.00	13,300.84	00000
CAN	10/1/2004	H0009255	179800	SECD01	CH AUTOCNRS	8710/31/2004	500.00	0.00	13,800.84	00000
INS	10/1/2004	H0009255	179800	SECD01	CH AUTOCNRS	8710/31/2004	19.00	0.00	13,819.84	00000
RET	10/1/2004	H0009255	179800	SECD01	CH AUTOCNRS	8710/31/2004	253.00	0.00	14,072.84	00000
STR	10/1/2004	H0009255	179800	SECD01	CH AUTOCNRS	8710/31/2004	627.00	0.00	14,699.84	00000
CAN	11/1/2004	H0009434	179800	SECD01	CH AUTOCNRS	8711/30/04	500.00	0.00	15,199.84	00000
INS	11/1/2004	H0009434	179800	SECD01	CH AUTOCNRS	8711/30/04	19.00	0.00	15,218.84	00000
RET	11/1/2004	H0009434	179800	SECD01	CH AUTOCNRS	8711/30/04	253.00	0.00	15,471.84	00000
STR	11/1/2004	H0009434	179800	SECD01	CH AUTOCNRS	8711/30/04	627.00	0.00	16,098.84	00000
CAN	12/1/2004	H0009608	179800	SECD01	CH AUTOCNRS	8712/31/2004	500.00	0.00	16,598.84	00000
INS	12/1/2004	H0009608	179800	SECD01	CH AUTOCNRS	8712/31/2004	19.00	0.00	16,617.84	00000
RET	12/1/2004	H0009608	179800	SECD01	CH AUTOCNRS	8712/31/2004	253.00	0.00	16,870.84	00000
STR	12/1/2004	H0009608	179800	SECD01	CH AUTOCNRS	8712/31/2004	627.00	0.00	17,497.84	00000
RPV	12/1/2004	H0009609	179800	SECD01	CH 2003 R.R.Tax Reconciliation		1,053.67	0.00	18,551.51	00000
CAN	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-6,000.00	12,551.51	00000
TPY	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-140.44	12,411.07	00000
INS	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-228.00	12,183.07	00000
TPY	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-34.40	12,148.67	00000
NSC	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-935.00	11,613.67	00000
EST	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-3,036.00	8,577.67	00000
RPV	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-3,053.67	7,524.00	00000
STR	12/22/2004	H0009807	179800	SECD01	NC back off 2004 balances		0.00	-7,524.00	0.00	00000
CAN	1/1/2005	H0009789	179800	SECD01	CH AUTOCNRS	8711/31/2005	500.00	0.00	500.00	00000
INS	1/1/2005	H0009789	179800	SECD01	CH AUTOCNRS	8711/31/2005	19.00	0.00	519.00	00000
RET	1/1/2005	H0009789	179800	SECD01	CH AUTOCNRS	8711/31/2005	253.00	0.00	772.00	00000
STR	1/1/2005	H0009789	179800	SECD01	CH AUTOCNRS	8711/31/2005	627.00	0.00	1,399.00	00000
INS	1/1/2005	H0009987	179800	SECD01	CH AUTOCNRS	8712/28/05	500.00	0.00	1,899.00	00000
RET	1/1/2005	H0009987	179800	SECD01	CH AUTOCNRS	8712/28/05	19.00	0.00	1,918.00	00000
STR	1/1/2005	H0009987	179800	SECD01	CH AUTOCNRS	8712/28/05	253.00	0.00	2,171.00	00000
INS	1/1/2005	H0010183	179800	SECD01	CH AUTOCNRS	8713/31/05	500.00	0.00	2,798.00	00000
RET	1/1/2005	H0010183	179800	SECD01	CH AUTOCNRS	8713/31/05	19.00	0.00	2,998.00	00000
STR	1/1/2005	H0010183	179800	SECD01	CH AUTOCNRS	8713/31/05	253.00	0.00	3,251.00	00000
INS	1/1/2005	H0010183	179800	SECD01	CH AUTOCNRS	8713/31/05	19.00	0.00	3,270.00	00000
RET	1/1/2005	H0010183	179800	SECD01	CH AUTOCNRS	8713/31/05	253.00	0.00	3,523.00	00000
STR	1/1/2005	H0010183	179800	SECD01	CH AUTOCNRS	8713/31/05	627.00	0.00	4,150.00	00000
INS	1/1/2005	H0010183	179800	SECD01	CH 2004 Insurance Reconciliation		33.36	0.00	4,183.36	00000
RPV	1/16/2005	H0010356	179800	SECD01	CH 2004 Insurance Reconciliation		466.86	0.00	4,650.22	00000
CAN	4/1/2005	H0010375	179800	SECD01	CH AUTOCNRS	874/30/05	500.00	0.00	5,150.22	00000
INS	4/1/2005	H0010375	179800	SECD01	CH AUTOCNRS	874/30/05	19.00	0.00	5,169.22	00000
RET	4/1/2005	H0010375	179800	SECD01	CH AUTOCNRS	874/30/05	253.00	0.00	5,422.22	00000
STR	4/1/2005	H0010375	179800	SECD01	CH AUTOCNRS	874/30/05	627.00	0.00	6,049.22	00000
INS	5/1/2005	H0010559	179800	SECD01	CH AUTOCNRS	875/31/2005	500.00	0.00	6,549.22	00000
RET	5/1/2005	H0010559	179800	SECD01	CH AUTOCNRS	875/31/2005	19.00	0.00	6,568.22	00000
STR	5/1/2005	H0010559	179800	SECD01	CH AUTOCNRS	875/31/2005	253.00	0.00	6,821.22	00000
INS	6/1/2005	H0010754	179800	SECD01	CH AUTOCNRS	876/30/05	500.00	0.00	7,321.22	00000
RET	6/1/2005	H0010754	179800	SECD01	CH AUTOCNRS	876/30/05	19.00	0.00	7,340.22	00000
STR	6/1/2005	H0010754	179800	SECD01	CH AUTOCNRS	876/30/05	253.00	0.00	7,593.22	00000
INS	7/1/2005	H0010937	179800	SECD01	CH AUTOCNRS	877/31/2005	500.00	0.00	8,093.22	00000
RET	7/1/2005	H0010937	179800	SECD01	CH AUTOCNRS	877/31/2005	19.00	0.00	8,112.22	00000
STR	7/1/2005	H0010937	179800	SECD01	CH AUTOCNRS	877/31/2005	253.00	0.00	8,365.22	00000
INS	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	500.00	0.00	8,865.22	00000
RET	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	19.00	0.00	8,884.22	00000
STR	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	253.00	0.00	9,137.22	00000
INS	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	19.00	0.00	9,156.22	00000
RET	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	253.00	0.00	9,409.22	00000
STR	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	627.00	0.00	10,036.22	00000
INS	8/1/2005	H0011120	179800	SECD01	CH AUTOCNRS	878/31/2005	19.00	0.00	10,055.22	00000

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STR 8/1/2005	H001120	179800	SECO01	CH AUTOCHEG 078/31/2005	427.00	0.00	11,592.22	000000
CAM 9/1/2005	H0011297	179800	SECO01	CH AUTOCHEG 079/30/2005	500.00	0.00	12,192.22	000000
INS 9/1/2005	H0011297	179800	SECO01	CH AUTOCHEG 079/30/2005	19.00	0.00	12,211.22	000000
RET 9/1/2005	H0011297	179800	SECO01	CH AUTOCHEG 079/30/2005	251.00	0.00	12,462.22	000000
STR 9/1/2005	H0011297	179800	SECO01	CH AUTOCHEG 079/30/2005	627.00	0.00	13,089.22	000000
CAM 10/1/2005	H0011471	179800	SECO01	CH AUTOCHEG 0710/31/2005	500.00	0.00	13,589.22	000000
INS 10/1/2005	H0011471	179800	SECO01	CH AUTOCHEG 0710/31/2005	19.00	0.00	13,608.22	000000
RET 10/1/2005	H0011471	179800	SECO01	CH AUTOCHEG 0710/31/2005	253.00	0.00	13,861.22	000000
STR 10/1/2005	H0011471	179800	SECO01	CH AUTOCHEG 0710/31/2005	627.00	0.00	14,488.22	000000
RPV 10/1/2005	H0011643	179800	SECO01	CH 2004 RETAX Reconciliation	1,383.80	0.00	15,872.02	000000
CAM 11/1/2005	H0011656	179800	SECO01	CH AUTOCHEG 0711/30/05	500.00	0.00	16,372.02	000000
INS 11/1/2005	H0011656	179800	SECO01	CH AUTOCHEG 0711/30/05	19.00	0.00	16,391.02	000000
RET 11/1/2005	H0011656	179800	SECO01	CH AUTOCHEG 0711/30/05	253.00	0.00	16,644.02	000000
STR 11/1/2005	H0011656	179800	SECO01	CH AUTOCHEG 0711/30/05	627.00	0.00	17,271.02	000000
CAM 12/1/2005	H0011815	179800	SECO01	CH AUTOCHEG 0712/31/05	500.00	0.00	17,771.02	000000
INS 12/1/2005	H0011815	179800	SECO01	CH AUTOCHEG 0712/31/05	19.00	0.00	17,790.02	000000
RET 12/1/2005	H0011815	179800	SECO01	CH AUTOCHEG 0712/31/05	253.00	0.00	18,043.02	000000
STR 12/1/2005	H0011815	179800	SECO01	CH AUTOCHEG 0712/31/05	627.00	0.00	18,670.02	000000
CAM 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-6,000.00	12,670.02	000000
RPV 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-466.86	12,203.16	000000
INS 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-228.00	11,975.16	000000
RPV 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-33.36	11,941.80	000000
RET 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-3,036.00	8,905.80	000000
STR 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-1,383.80	7,522.00	000000
RPV 12/15/2005	H0011972	179800	SECO01	NC back off '05 balances	0.00	-7,524.00	0.00	000000
CAM 1/1/2006	H0011983	179800	SECO01	CH AUTOCHEG 0713/31/06	500.00	0.00	500.00	000000
INS 1/1/2006	H0011983	179800	SECO01	CH AUTOCHEG 0713/31/06	19.00	0.00	519.00	000000
RET 1/1/2006	H0011983	179800	SECO01	CH AUTOCHEG 0713/31/06	253.00	0.00	772.00	000000
STR 1/1/2006	H0011983	179800	SECO01	CH AUTOCHEG 0713/31/06	627.00	0.00	1,399.00	000000
CAM 2/1/2006	H0012160	179800	SECO01	CH AUTOCHEG 0722/28/2006	500.00	0.00	1,899.00	000000
INS 2/1/2006	H0012160	179800	SECO01	CH AUTOCHEG 0722/28/2006	19.00	0.00	1,918.00	000000
RET 2/1/2006	H0012160	179800	SECO01	CH AUTOCHEG 0722/28/2006	253.00	0.00	2,171.00	000000
STR 2/1/2006	H0012160	179800	SECO01	CH AUTOCHEG 0722/28/2006	627.00	0.00	2,798.00	000000
CAM 3/1/2006	H0012321	179800	SECO01	CH AUTOCHEG 0733/31/2006	500.00	0.00	3,298.00	000000
INS 3/1/2006	H0012321	179800	SECO01	CH AUTOCHEG 0733/31/2006	19.00	0.00	3,317.00	000000
RET 3/1/2006	H0012321	179800	SECO01	CH AUTOCHEG 0733/31/2006	253.00	0.00	3,570.00	000000
STR 3/1/2006	H0012321	179800	SECO01	CH AUTOCHEG 0733/31/2006	627.00	0.00	4,197.00	000000
CAM 4/1/2006	H0012504	179800	SECO01	CH AUTOCHEG 0743/30/2006	500.00	0.00	4,697.00	000000
INS 4/1/2006	H0012504	179800	SECO01	CH AUTOCHEG 0743/30/2006	19.00	0.00	4,716.00	000000
RET 4/1/2006	H0012504	179800	SECO01	CH AUTOCHEG 0743/30/2006	253.00	0.00	4,969.00	000000
STR 4/1/2006	H0012504	179800	SECO01	CH AUTOCHEG 0743/30/2006	627.00	0.00	5,596.00	000000
CAM 4/6/2006	H0012622	179800	SECO01	CH 2005 Insurance Reconciliation	50.85	0.00	5,646.85	000000
INS 4/6/2006	H0012622	179800	SECO01	CH 2005 CAM Reconciliation	925.64	0.00	6,572.49	000000
RET 4/6/2006	H0012705	179800	SECO01	CH AUTOCHEG 0753/31/06	500.00	0.00	7,072.49	000000
STR 4/6/2006	H0012705	179800	SECO01	CH AUTOCHEG 0753/31/06	19.00	0.00	7,091.49	000000
CAM 5/1/2006	H0012705	179800	SECO01	CH AUTOCHEG 0753/31/06	253.00	0.00	7,344.49	000000
INS 5/1/2006	H0012705	179800	SECO01	CH AUTOCHEG 0753/31/06	627.00	0.00	7,971.49	000000
RET 5/1/2006	H0012882	179800	SECO01	CH AUTOCHEG 0763/30/06	500.00	0.00	8,471.49	000000
STR 5/1/2006	H0012882	179800	SECO01	CH AUTOCHEG 0763/30/06	19.00	0.00	8,490.49	000000
CAM 6/1/2006	H0012882	179800	SECO01	CH AUTOCHEG 0763/30/06	253.00	0.00	8,743.49	000000
INS 6/1/2006	H0013064	179800	SECO01	CH AUTOCHEG 0773/31/2006	627.00	0.00	9,370.49	000000
RET 6/1/2006	H0013064	179800	SECO01	CH AUTOCHEG 0773/31/2006	500.00	0.00	9,870.49	000000
STR 6/1/2006	H0013064	179800	SECO01	CH AUTOCHEG 0773/31/2006	19.00	0.00	9,889.49	000000
CAM 7/1/2006	H0013064	179800	SECO01	CH AUTOCHEG 0773/31/2006	253.00	0.00	10,142.49	000000
INS 7/1/2006	H0013064	179800	SECO01	CH AUTOCHEG 0773/31/2006	627.00	0.00	10,769.49	000000
RET 7/1/2006	H0013214	179800	SECO01	CH AUTOCHEG 0783/31/2006	500.00	0.00	11,269.49	000000
STR 7/1/2006	H0013214	179800	SECO01	CH AUTOCHEG 0783/31/2006	19.00	0.00	11,288.49	000000
CAM 8/1/2006	H0013214	179800	SECO01	CH AUTOCHEG 0783/31/2006	253.00	0.00	11,541.49	000000
INS 8/1/2006	H0013214	179800	SECO01	CH AUTOCHEG 0783/31/2006	627.00	0.00	12,168.49	000000
RET 8/1/2006	H0013330	179800	SECO01	CH 2005 RETAX Reconciliation	1,428.80	0.00	13,597.29	000000

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INS 9/1/2006	H0013378	179800	SECC01	CH AUTOCHRG	079/30/06	19.00	0.00	14,136.29
RET 9/1/2006	H0013378	179800	SECC01	CH AUTOCHRG	079/30/06	253.00	0.00	14,369.29
YTR 9/1/2006	H0013378	179800	SECC01	CH AUTOCHRG	079/30/06	627.00	0.00	14,996.29
JAM 10/1/2006	H0013561	179800	SECC01	CH AUTOCHRG	0710/31/06	500.00	0.00	15,496.29
INS 10/1/2006	H0013561	179800	SECC01	CH AUTOCHRG	0710/31/06	19.00	0.00	15,515.29
RET 10/1/2006	H0013561	179800	SECC01	CH AUTOCHRG	0710/31/06	253.00	0.00	15,768.29
YTR 10/1/2006	H0013561	179800	SECC01	CH AUTOCHRG	0710/31/06	627.00	0.00	16,395.29
JAM 11/1/2006	H0013726	179800	SECC01	CH AUTOCHRG	0711/30/2006	500.00	0.00	16,895.29
INS 11/1/2006	H0013726	179800	SECC01	CH AUTOCHRG	0711/30/2006	19.00	0.00	16,914.29
RET 11/1/2006	H0013726	179800	SECC01	CH AUTOCHRG	0711/30/2006	253.00	0.00	17,167.29
YTR 11/1/2006	H0013726	179800	SECC01	CH AUTOCHRG	0711/30/2006	627.00	0.00	17,794.29
JAM 12/1/2006	H0013906	179800	SECC01	CH AUTOCHRG	0712/31/2006	500.00	0.00	18,294.29
INS 12/1/2006	H0013906	179800	SECC01	CH AUTOCHRG	0712/31/2006	19.00	0.00	18,313.29
RET 12/1/2006	H0013906	179800	SECC01	CH AUTOCHRG	0712/31/2006	253.00	0.00	18,566.29
YTR 12/1/2006	H0014136	179800	SECC01	CH AUTOCHRG	0712/31/2006	627.00	0.00	19,193.29
JAM 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-6,000.00	13,193.29
JPY 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-925.64	12,267.65
INS 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-228.00	12,039.65
IPY 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-50.85	11,988.80
IST 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-3,036.00	8,952.80
IPY 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-1,428.80	7,524.00
YTR 12/27/2006	H0014136	179800	SECC01	NC write off 2006 balances		0.00	-7,524.00	0.00
JAM 1/1/2007	H0014088	179800	SECC01	CH AUTOCHRG	071/31/2007	500.00	0.00	500.00
INS 1/1/2007	H0014088	179800	SECC01	CH AUTOCHRG	071/31/2007	19.00	0.00	519.00
RET 1/1/2007	H0014088	179800	SECC01	CH AUTOCHRG	071/31/2007	253.00	0.00	772.00
YTR 1/1/2007	H0014088	179800	SECC01	CH AUTOCHRG	071/31/2007	627.00	0.00	1,399.00
JAM 2/1/2007	H0014255	179800	SECC01	CH AUTOCHRG	072/28/2007	500.00	0.00	1,899.00
INS 2/1/2007	H0014255	179800	SECC01	CH AUTOCHRG	072/28/2007	19.00	0.00	1,918.00
RET 2/1/2007	H0014255	179800	SECC01	CH AUTOCHRG	072/28/2007	253.00	0.00	2,171.00
YTR 2/1/2007	H0014255	179800	SECC01	CH AUTOCHRG	072/28/2007	627.00	0.00	2,798.00
JAM 3/1/2007	H0014445	179800	SECC01	CH AUTOCHRG	073/31/2007	500.00	0.00	3,298.00
INS 3/1/2007	H0014445	179800	SECC01	CH AUTOCHRG	073/31/2007	19.00	0.00	3,317.00
RET 3/1/2007	H0014445	179800	SECC01	CH AUTOCHRG	073/31/2007	253.00	0.00	3,570.00
YTR 3/1/2007	H0014445	179800	SECC01	CH AUTOCHRG	073/31/2007	627.00	0.00	4,197.00
JPY 3/6/2007	H0014530	179800	SECC01	CH 2006 CAM Rec.		886.07	0.00	5,077.07
IPY 3/6/2007	H0014531	179800	SECC01	CH 2006 Insurance Reconciliation		49.03	0.00	5,146.10
JAM 4/1/2007	H0014597	179800	SECC01	CH AUTOCHRG	074/30/2007	500.00	0.00	5,646.10
INS 4/1/2007	H0014597	179800	SECC01	CH AUTOCHRG	074/30/2007	19.00	0.00	5,665.10
RET 4/1/2007	H0014597	179800	SECC01	CH AUTOCHRG	074/30/2007	253.00	0.00	5,918.10
YTR 4/1/2007	H0014597	179800	SECC01	CH AUTOCHRG	074/30/2007	627.00	0.00	6,545.10
JAM 5/1/2007	H0014766	179800	SECC01	CH AUTOCHRG	075/31/2007	500.00	0.00	7,045.10
INS 5/1/2007	H0014766	179800	SECC01	CH AUTOCHRG	075/31/2007	19.00	0.00	7,064.10
RET 5/1/2007	H0014766	179800	SECC01	CH AUTOCHRG	075/31/2007	253.00	0.00	7,317.10
YTR 5/1/2007	H0014766	179800	SECC01	CH AUTOCHRG	075/31/2007	627.00	0.00	7,944.10
JAM 6/1/2007	H0014949	179800	SECC01	CH AUTOCHRG	076/30/2007	500.00	0.00	8,444.10
INS 6/1/2007	H0014949	179800	SECC01	CH AUTOCHRG	076/30/2007	19.00	0.00	8,463.10
RET 6/1/2007	H0014949	179800	SECC01	CH AUTOCHRG	076/30/2007	253.00	0.00	8,716.10
YTR 6/1/2007	H0014949	179800	SECC01	CH AUTOCHRG	076/30/2007	627.00	0.00	9,343.10
JAM 7/1/2007	H0015134	179800	SECC01	CH AUTOCHRG	077/31/2007	500.00	0.00	9,843.10
INS 7/1/2007	H0015134	179800	SECC01	CH AUTOCHRG	077/31/2007	19.00	0.00	9,862.10
RET 7/1/2007	H0015134	179800	SECC01	CH AUTOCHRG	077/31/2007	253.00	0.00	10,115.10
YTR 7/1/2007	H0015134	179800	SECC01	CH AUTOCHRG	077/31/2007	627.00	0.00	10,742.10
JAM 8/1/2007	H0015287	179800	SECC01	CH AUTOCHRG	078/31/2007	500.00	0.00	11,242.10
INS 8/1/2007	H0015287	179800	SECC01	CH AUTOCHRG	078/31/2007	19.00	0.00	11,261.10
RET 8/1/2007	H0015287	179800	SECC01	CH AUTOCHRG	078/31/2007	253.00	0.00	11,514.10
YTR 8/1/2007	H0015287	179800	SECC01	CH AUTOCHRG	078/31/2007	627.00	0.00	12,141.10
JAM 9/1/2007	H0015470	179800	SECC01	CH AUTOCHRG	079/30/2007	500.00	0.00	12,641.10
INS 9/1/2007	H0015470	179800	SECC01	CH AUTOCHRG	079/30/2007	19.00	0.00	12,660.10
RET 9/1/2007	H0015470	179800	SECC01	CH AUTOCHRG	079/30/2007	253.00	0.00	12,913.10
YTR 9/1/2007	H0015470	179800	SECC01	CH AUTOCHRG	079/30/2007	627.00	0.00	13,540.10

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INS	10/1/2007	H0015616	179800	SECC001	CH AUTOCHRG #710/31/2007	19.00	0.00	14,059.10
RFT	10/1/2007	H0015616	179800	SECC001	CH AUTOCHRG #710/31/2007	253.00	0.00	14,312.10
STR	10/1/2007	H0015616	179800	SECC001	CH AUTOCHRG #710/31/2007	627.00	0.00	14,939.10
CAM	11/1/2007	H0015794	179800	SECC001	CH AUTOCHRG #711/30/2007	500.00	0.00	15,439.10
INS	11/1/2007	H0015794	179800	SECC001	CH AUTOCHRG #711/30/2007	19.00	0.00	15,458.10
RET	11/1/2007	H0015794	179800	SECC001	CH AUTOCHRG #711/30/2007	253.00	0.00	15,711.10
STR	11/1/2007	H0015794	179800	SECC001	CH AUTOCHRG #711/30/2007	627.00	0.00	16,338.10
RFT	11/1/2007	H0015931	179800	SECC001	CH 2006 RETAX Reconciliation	1,541.94	0.00	17,880.04
CAM	12/1/2007	H0015969	179800	SECC001	CH AUTOCHRG #712/31/2007	500.00	0.00	18,380.04
INS	12/1/2007	H0015969	179800	SECC001	CH AUTOCHRG #712/31/2007	19.00	0.00	18,399.04
RET	12/1/2007	H0015969	179800	SECC001	CH AUTOCHRG #712/31/2007	253.00	0.00	18,652.04
STR	12/1/2007	H0015969	179800	SECC001	CH AUTOCHRG #712/31/2007	627.00	0.00	19,279.04
CAM	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-6,000.00	13,279.04
CPI	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-680.07	12,598.97
INS	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-228.00	12,370.97
IPV	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-65.03	12,305.94
RET	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-3,036.00	9,269.94
RFT	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-3,541.94	5,728.00
STR	12/10/2007	H0016107	179800	SECC001	NC w/o 2007 charges	0.00	-7,524.00	0.00
CAM	1/1/2008	H0016148	179800	SECC001	CH AUTOCHRG #71/31/2008	500.00	0.00	500.00
INS	1/1/2008	H0016148	179800	SECC001	CH AUTOCHRG #71/31/2008	19.00	0.00	519.00
RET	1/1/2008	H0016148	179800	SECC001	CH AUTOCHRG #71/31/2008	253.00	0.00	772.00
STR	1/1/2008	H0016148	179800	SECC001	CH AUTOCHRG #71/31/2008	627.00	0.00	1,399.00
CAM	2/1/2008	H0016322	179800	SECC001	CH AUTOCHRG #72/29/2008	500.00	0.00	1,899.00
INS	2/1/2008	H0016322	179800	SECC001	CH AUTOCHRG #72/29/2008	19.00	0.00	1,918.00
RET	2/1/2008	H0016322	179800	SECC001	CH AUTOCHRG #72/29/2008	253.00	0.00	2,171.00
STR	2/1/2008	H0016322	179800	SECC001	CH AUTOCHRG #72/29/2008	627.00	0.00	2,798.00
CPI	2/15/2008	H0016489	179800	SECC001	CH '07 CAM Reconciliation	1,173.84	0.00	3,971.84
IPV	2/15/2008	H0016490	179800	SECC001	CH '07 Insurance Reconciliation	44.36	0.00	4,016.20
CAM	3/1/2008	H0016498	179800	SECC001	CH AUTOCHRG #73/31/2008	500.00	0.00	4,516.20
INS	3/1/2008	H0016498	179800	SECC001	CH AUTOCHRG #73/31/2008	19.00	0.00	4,535.20
RET	3/1/2008	H0016498	179800	SECC001	CH AUTOCHRG #73/31/2008	253.00	0.00	4,788.20
STR	3/1/2008	H0016498	179800	SECC001	CH AUTOCHRG #73/31/2008	627.00	0.00	5,415.20
CAM	4/1/2008	H0016709	179800	SECC001	CH AUTOCHRG #74/30/2008	500.00	0.00	5,915.20
INS	4/1/2008	H0016709	179800	SECC001	CH AUTOCHRG #74/30/2008	19.00	0.00	5,934.20
RET	4/1/2008	H0016709	179800	SECC001	CH AUTOCHRG #74/30/2008	253.00	0.00	6,187.20
STR	4/1/2008	H0016709	179800	SECC001	CH AUTOCHRG #74/30/2008	627.00	0.00	6,814.20
CAM	5/1/2008	H0016944	179800	SECC001	CH AUTOCHRG #75/31/2008	500.00	0.00	7,314.20
INS	5/1/2008	H0016944	179800	SECC001	CH AUTOCHRG #75/31/2008	19.00	0.00	7,333.20
RET	5/1/2008	H0016944	179800	SECC001	CH AUTOCHRG #75/31/2008	253.00	0.00	7,586.20
STR	5/1/2008	H0016944	179800	SECC001	CH AUTOCHRG #75/31/2008	627.00	0.00	8,213.20
CAM	6/1/2008	H0017143	179800	SECC001	CH AUTOCHRG #76/30/2008	500.00	0.00	8,713.20
INS	6/1/2008	H0017143	179800	SECC001	CH AUTOCHRG #76/30/2008	19.00	0.00	8,732.20
RET	6/1/2008	H0017143	179800	SECC001	CH AUTOCHRG #76/30/2008	253.00	0.00	8,985.20
STR	6/1/2008	H0017143	179800	SECC001	CH AUTOCHRG #76/30/2008	627.00	0.00	9,612.20
CAM	7/1/2008	H0017369	179800	SECC001	CH AUTOCHRG #77/31/2008	500.00	0.00	10,112.20
INS	7/1/2008	H0017369	179800	SECC001	CH AUTOCHRG #77/31/2008	19.00	0.00	10,131.20
RET	7/1/2008	H0017369	179800	SECC001	CH AUTOCHRG #77/31/2008	253.00	0.00	10,384.20
STR	7/1/2008	H0017369	179800	SECC001	CH AUTOCHRG #77/31/2008	627.00	0.00	11,011.20
CAM	8/1/2008	H0017602	179800	SECC001	CH AUTOCHRG #78/31/2008	500.00	0.00	11,511.20
INS	8/1/2008	H0017602	179800	SECC001	CH AUTOCHRG #78/31/2008	19.00	0.00	11,530.20
RET	8/1/2008	H0017602	179800	SECC001	CH AUTOCHRG #78/31/2008	253.00	0.00	11,783.20
STR	8/1/2008	H0017602	179800	SECC001	CH AUTOCHRG #78/31/2008	627.00	0.00	12,410.20
CAM	9/1/2008	H0017834	179800	SECC001	CH AUTOCHRG #79/30/2008	500.00	0.00	12,910.20
INS	9/1/2008	H0017834	179800	SECC001	CH AUTOCHRG #79/30/2008	19.00	0.00	12,929.20
RET	9/1/2008	H0017834	179800	SECC001	CH AUTOCHRG #79/30/2008	253.00	0.00	13,182.20
STR	9/1/2008	H0017834	179800	SECC001	CH AUTOCHRG #79/30/2008	627.00	0.00	13,809.20
CAM	10/1/2008	H0018043	179800	SECC001	CH AUTOCHRG #710/31/2008	500.00	0.00	14,309.20
INS	10/1/2008	H0018043	179800	SECC001	CH AUTOCHRG #710/31/2008	19.00	0.00	14,328.20
RET	10/1/2008	H0018043	179800	SECC001	CH AUTOCHRG #710/31/2008	253.00	0.00	14,581.20
STR	10/1/2008	H0018043	179800	SECC001	CH AUTOCHRG #710/31/2008	627.00	0.00	15,208.20

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RPY 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-1,493.07	APL	7,524.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	6,897.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	6,270.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	5,643.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	5,016.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	4,389.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	3,762.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	3,135.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	2,508.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	1,881.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	1,254.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	627.00
STR 12/8/2008	NO018621 179800	SECC01	CR CreditApply	0.00	-627.00	APL	0.00
JAN 1/1/2009	NO018671 179800	SECC01	CH AUTOCHRG #T1/31/2009	500.00	0.00		500.00
INS 1/1/2009	NO018671 179800	SECC01	CH AUTOCHRG #T1/31/2009	19.00	0.00		519.00
RET 1/1/2009	NO018671 179800	SECC01	CH AUTOCHRG #T1/31/2009	253.00	0.00		772.00
STR 1/1/2009	NO018671 179800	SECC01	CH AUTOCHRG #T1/31/2009	627.00	0.00		1,399.00
JAN 2/1/2009	NO018859 179800	SECC01	CH AUTOCHRG #T2/28/2009	500.00	0.00		1,899.00
INS 2/1/2009	NO018859 179800	SECC01	CH AUTOCHRG #T2/28/2009	19.00	0.00		1,918.00
RET 2/1/2009	NO018859 179800	SECC01	CH AUTOCHRG #T2/28/2009	253.00	0.00		2,171.00
STR 2/1/2009	NO018859 179800	SECC01	CH AUTOCHRG #T2/28/2009	627.00	0.00		2,798.00
JAN 3/1/2009	NO019080 179800	SECC01	CH AUTOCHRG #T3/31/2009	500.00	0.00		3,298.00
INS 3/1/2009	NO019080 179800	SECC01	CH AUTOCHRG #T3/31/2009	19.00	0.00		3,317.00
RET 3/1/2009	NO019080 179800	SECC01	CH AUTOCHRG #T3/31/2009	253.00	0.00		3,570.00
STR 3/1/2009	NO019080 179800	SECC01	CH AUTOCHRG #T3/31/2009	627.00	0.00		4,197.00
JAN 3/4/2009	NO019199 179800	SECC01	CH 2008 CAM Reconciliation	1,698.35	0.00		5,895.35
FPY 3/4/2009	NO019199 179800	SECC01	CH 2008 Insurance Reconciliation	19.32	0.00		5,914.67
JAN 4/1/2009	NO019317 179800	SECC01	CH AUTOCHRG #T4/30/2009	500.00	0.00		6,414.67
INS 4/1/2009	NO019317 179800	SECC01	CH AUTOCHRG #T4/30/2009	19.00	0.00		6,433.67
RET 4/1/2009	NO019317 179800	SECC01	CH AUTOCHRG #T4/30/2009	253.00	0.00		6,686.67
STR 4/1/2009	NO019317 179800	SECC01	CH AUTOCHRG #T4/30/2009	627.00	0.00		7,313.67
JAN 5/1/2009	NO019542 179800	SECC01	CH AUTOCHRG #T5/31/2009	500.00	0.00		7,813.67
INS 5/1/2009	NO019542 179800	SECC01	CH AUTOCHRG #T5/31/2009	19.00	0.00		7,832.67
RET 5/1/2009	NO019542 179800	SECC01	CH AUTOCHRG #T5/31/2009	253.00	0.00		8,085.67
STR 5/1/2009	NO019542 179800	SECC01	CH AUTOCHRG #T5/31/2009	627.00	0.00		8,712.67
JAN 6/1/2009	NO019776 179800	SECC01	CH AUTOCHRG #T6/30/2009	500.00	0.00		9,212.67
INS 6/1/2009	NO019776 179800	SECC01	CH AUTOCHRG #T6/30/2009	19.00	0.00		9,231.67
RET 6/1/2009	NO019776 179800	SECC01	CH AUTOCHRG #T6/30/2009	253.00	0.00		9,484.67
STR 6/1/2009	NO019776 179800	SECC01	CH AUTOCHRG #T6/30/2009	627.00	0.00		10,111.67
JAN 7/1/2009	NO020001 179800	SECC01	CH AUTOCHRG #T7/31/2009	500.00	0.00		10,611.67
INS 7/1/2009	NO020001 179800	SECC01	CH AUTOCHRG #T7/31/2009	19.00	0.00		10,630.67
RET 7/1/2009	NO020001 179800	SECC01	CH AUTOCHRG #T7/31/2009	253.00	0.00		10,883.67
STR 7/1/2009	NO020001 179800	SECC01	CH AUTOCHRG #T7/31/2009	627.00	0.00		11,510.67
JAN 8/1/2009	NO020221 179800	SECC01	CH AUTOCHRG #T8/31/2009	500.00	0.00		12,010.67
INS 8/1/2009	NO020221 179800	SECC01	CH AUTOCHRG #T8/31/2009	19.00	0.00		12,029.67
RET 8/1/2009	NO020221 179800	SECC01	CH AUTOCHRG #T8/31/2009	253.00	0.00		12,282.67
STR 8/1/2009	NO020221 179800	SECC01	CH AUTOCHRG #T8/31/2009	627.00	0.00		12,909.67
JAN 9/1/2009	NO020419 179800	SECC01	CH AUTOCHRG #T9/30/2009	500.00	0.00		13,409.67
INS 9/1/2009	NO020419 179800	SECC01	CH AUTOCHRG #T9/30/2009	19.00	0.00		13,428.67
RET 9/1/2009	NO020419 179800	SECC01	CH AUTOCHRG #T9/30/2009	253.00	0.00		13,681.67
STR 9/1/2009	NO020419 179800	SECC01	CH AUTOCHRG #T9/30/2009	627.00	0.00		14,308.67
JAN 10/1/2009	NO020620 179800	SECC01	CH AUTOCHRG #T10/31/2009	500.00	0.00		14,808.67
INS 10/1/2009	NO020620 179800	SECC01	CH AUTOCHRG #T10/31/2009	19.00	0.00		14,827.67
RET 10/1/2009	NO020620 179800	SECC01	CH AUTOCHRG #T10/31/2009	253.00	0.00		15,080.67
STR 10/1/2009	NO020620 179800	SECC01	CH AUTOCHRG #T10/31/2009	627.00	0.00		15,707.67
JAN 11/1/2009	NO020858 179800	SECC01	CH AUTOCHRG #T11/30/2009	500.00	0.00		16,207.67
INS 11/1/2009	NO020858 179800	SECC01	CH AUTOCHRG #T11/30/2009	19.00	0.00		16,226.67
RET 11/1/2009	NO020858 179800	SECC01	CH AUTOCHRG #T11/30/2009	253.00	0.00		16,479.67
STR 11/1/2009	NO020858 179800	SECC01	CH AUTOCHRG #T11/30/2009	627.00	0.00		17,106.67
FPY 11/1/2009	NO021045 179800	SECC01	CH 2008 RETax Reconciliation	1,538.51	0.00		18,645.18
JAN 12/1/2009	NO021045 179800	SECC01	CH 2008 RETax Reconciliation	500.00	0.00		19,145.18

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Private & Confidential	INS	12/1/2009	HO021088	179800	SECC01	CH AUTOCHRG #712/31/2009	19.00	0.00		19,164.18
	RET	12/1/2009	HO021088	179800	SECC01	CH AUTOCHRG #712/31/2009	253.00	0.00		19,417.18
	STR	12/1/2009	HO021088	179800	SECC01	CH AUTOCHRG #712/31/2009	627.00	0.00		20,044.18
	JAM	12/1/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-6,000.00		14,044.18
	IPV	12/1/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-1,498.35		12,545.83
	INS	12/7/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-228.00		12,317.83
	IPV	12/7/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-19.32		12,298.51
	RET	12/7/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-3,036.00		9,262.51
	IPV	12/7/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-1,538.51		7,724.00
	STR	12/7/2009	HO021234	179800	SECC01	WO w/o '09 balances	0.00	-7,524.00		0.00
	JAM	12/7/2009	HO021235	179800	SECC01	PR CreditApply	6,000.00	0.00		6,000.00
	IPV	12/7/2009	HO021235	179800	SECC01	PR CreditApply	1,498.35	0.00		7,498.35
	INS	12/7/2009	HO021235	179800	SECC01	PR CreditApply	228.00	0.00		7,726.35
	IPV	12/7/2009	HO021235	179800	SECC01	PR CreditApply	19.32	0.00		7,945.67
	RET	12/7/2009	HO021235	179800	SECC01	PR CreditApply	3,036.00	0.00		10,981.67
	IPV	12/7/2009	HO021235	179800	SECC01	PR CreditApply	1,538.51	0.00		12,520.18
	STR	12/7/2009	HO021235	179800	SECC01	PR CreditApply	7,524.00	0.00		20,044.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	19,417.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	18,790.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	18,163.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	17,536.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	16,909.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	16,282.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	15,655.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	15,028.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	14,401.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	13,774.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	13,147.18
	STR	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-627.00	APL	12,520.18
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-1,538.51	APL	10,981.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	10,728.67
	IPV	1/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	10,475.67
	IPV	1/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	10,222.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	9,969.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	9,716.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	9,463.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	9,210.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	8,957.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	8,704.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	8,451.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	8,198.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-253.00	APL	7,945.67
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.32	APL	7,926.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,907.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,888.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,869.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,850.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,831.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,812.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,793.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,774.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,755.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,736.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,717.35
	INS	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-19.00	APL	7,698.35
	IPV	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-1,498.35	APL	6,200.00
	JAM	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	5,700.00
	JAM	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	5,200.00
	JAM	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	4,700.00
	JAM	12/7/2009	HO021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	4,200.00

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Pharmacia & Conlan	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	3,000.00
	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	2,500.00
	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	2,000.00
	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	1,500.00
	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	1,000.00
	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	500.00
	CM	12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	AFL	0.00
	CM	1/1/2010	H0021235	179800	SECC01	CH AUTOCHRG #71/31/2010	590.00	0.00		590.00
	INS	1/1/2010	H0021235	179800	SECC01	CH AUTOCHRG #71/31/2010	19.00	0.00		519.00
	RET	1/1/2010	H0021235	179800	SECC01	CH AUTOCHRG #71/31/2010	253.00	0.00		772.00
Pharmacia & Conlan	STR	1/1/2010	H0021235	179800	SECC01	CH AUTOCHRG #71/31/2010	627.00	0.00		1,399.00
	CM	2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	500.00	0.00		1,899.00
	INS	2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	19.00	0.00		1,918.00
	RET	2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	253.00	0.00		2,171.00
	STR	2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	627.00	0.00		2,798.00
	CM	3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	500.00	0.00		3,298.00
	INS	3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	19.00	0.00		3,317.00
	RET	3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	253.00	0.00		3,570.00
	STR	3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	627.00	0.00		4,197.00
	IPY	3/1/2010	H0021820	179800	SECC01	CH 2009 INS Reconciliation	28.35	0.00		4,225.35
Pharmacia & Conlan	JFY	3/1/2010	H0021820	179800	SECC01	CH 2009 CM Reconciliation	1,404.51	0.00		5,629.86
	CM	4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	590.00	0.00		6,129.86
	INS	4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	19.00	0.00		6,148.86
	RET	4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	253.00	0.00		6,401.86
	STR	4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	627.00	0.00		7,028.86
	CM	5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	500.00	0.00		7,528.86
	INS	5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	19.00	0.00		7,547.86
	RET	5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	253.00	0.00		7,800.86
	STR	5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	627.00	0.00		8,427.86
	CM	6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	500.00	0.00		8,927.86
Pharmacia & Conlan	IPY	6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	19.00	0.00		8,946.86
	JFY	6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	253.00	0.00		9,199.86
	CM	7/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	627.00	0.00		9,826.86
	INS	7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	500.00	0.00		10,326.86
	RET	7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	19.00	0.00		10,345.86
	STR	7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	253.00	0.00		10,598.86
	CM	8/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	627.00	0.00		11,225.86
	INS	8/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #78/31/2010	500.00	0.00		11,725.86
	RET	8/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #78/31/2010	19.00	0.00		11,744.86
	STR	8/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #78/31/2010	253.00	0.00		11,997.86
Pharmacia & Conlan	CM	9/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #79/30/2010	627.00	0.00		12,624.86
	INS	9/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #79/30/2010	590.00	0.00		13,124.86
	RET	9/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #79/30/2010	19.00	0.00		13,143.86
	STR	9/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #79/30/2010	253.00	0.00		13,396.86
	CM	9/1/2010	H0023023	179800	SECC01	CH AUTOCHRG #79/30/2010	627.00	0.00		14,023.86
	INS	10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #79/30/2010	500.00	0.00		14,523.86
	RET	10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #79/30/2010	19.00	0.00		14,542.86
	STR	10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #79/30/2010	253.00	0.00		14,795.86
	CM	11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #79/30/2010	627.00	0.00		15,422.86
	INS	11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #79/30/2010	500.00	0.00		15,922.86
Pharmacia & Conlan	RET	11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #79/30/2010	19.00	0.00		15,941.86
	STR	11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #79/30/2010	253.00	0.00		16,194.86
	CM	12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #79/30/2010	627.00	0.00		16,821.86
	INS	12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #79/30/2010	500.00	0.00		17,321.86
	RET	12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #79/30/2010	19.00	0.00		17,340.86
	STR	12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #79/30/2010	253.00	0.00		17,593.86
	CM	12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #79/30/2010	627.00	0.00		18,220.86
	INS	12/1/2010	H0023771	179800	SECC01	CH 2009 RETAX Reconciliation	4,192.57	0.00		22,413.43
	IPY	12/1/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-5,000.00		15,413.43
	JFY	12/1/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-1,404.51		15,008.92

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Privileged Confidential	FFY 12/3/2010	HO023771	179800	SECC01	WO w/o year-end balances	0.00	-28.35	14,752.57
	REY 12/3/2010	HO023771	179800	SECC01	WO w/o year-end balances	0.00	-3,036.00	11,716.57
	RFY 12/3/2010	HO023771	179800	SECC01	WO w/o year-end balances	0.00	-4,192.57	7,524.00
	RTK 12/3/2010	HO023771	179800	SECC01	WO w/o year-end balances	0.00	0.00	0.00
	CWJ 12/3/2010	HO023775	179800	SECC01	PR CreditApply	6,000.00	-7,524.00	6,000.00
	CYV 12/3/2010	HO023775	179800	SECC01	PR CreditApply	1,404.51	0.00	7,404.51
	INS 12/3/2010	HO023775	179800	SECC01	PR CreditApply	228.00	0.00	7,632.51
	EPF 12/3/2010	HO023775	179800	SECC01	PR CreditApply	28.35	0.00	7,660.86
	REY 12/3/2010	HO023775	179800	SECC01	PR CreditApply	3,036.00	0.00	10,696.86
	RPT 12/3/2010	HO023775	179800	SECC01	PR CreditApply	4,192.57	0.00	14,889.43
	RTK 12/3/2010	HO023775	179800	SECC01	PR CreditApply	7,524.00	0.00	22,413.43
	CWJ 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	21,913.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	21,413.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	20,913.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	20,413.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	19,913.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	19,413.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	18,913.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	18,413.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	17,913.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	17,413.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	16,913.43
	CAM 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-500.00	16,413.43
	CPT 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-1,404.51	15,008.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,989.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,970.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,951.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,932.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,913.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,894.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,875.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,856.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,837.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,818.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,799.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-19.00	14,780.92
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-28.35	14,752.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	14,499.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	14,246.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	13,993.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	13,740.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	13,487.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	13,234.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	12,981.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	12,728.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	12,475.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	12,222.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	11,969.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-253.00	11,716.57
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-4,192.57	7,524.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	6,897.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	6,270.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	5,643.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	5,016.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	4,389.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	3,762.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	3,135.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	2,508.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	1,881.00
	INS 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	1,254.00

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STR 12/3/2010	HO023775	179800	SECC01	CR CreditApply	0.00	-627.00	RPL	0.00
JAN 1/1/2011	HO023894	179800	SECC01	CH AUTOCHRG 071/31/2011	500.00	0.00		500.00
INS 1/1/2011	HO023854	179800	SECC01	CH AUTOCHRG 071/31/2011	19.00	0.00		519.00
RET 1/1/2011	HO023854	179800	SECC01	CH AUTOCHRG 071/31/2011	600.00	0.00		1,119.00
STR 1/1/2011	HO023854	179800	SECC01	CH AUTOCHRG 071/31/2011	627.00	0.00		1,746.00
JAN 2/1/2011	HO024062	179800	SECC01	CH AUTOCHRG 072/28/2011	500.00	0.00		2,246.00
INS 2/1/2011	HO024062	179800	SECC01	CH AUTOCHRG 072/28/2011	19.00	0.00		2,265.00
RET 2/1/2011	HO024062	179800	SECC01	CH AUTOCHRG 072/28/2011	600.00	0.00		2,865.00
STR 2/1/2011	HO024062	179800	SECC01	CH AUTOCHRG 072/28/2011	627.00	0.00		3,492.00
JAN 3/1/2011	HO024238	179800	SECC01	CH AUTOCHRG 073/31/2011	500.00	0.00		3,992.00
INS 3/1/2011	HO024238	179800	SECC01	CH AUTOCHRG 073/31/2011	19.00	0.00		4,011.00
RET 3/1/2011	HO024238	179800	SECC01	CH AUTOCHRG 073/31/2011	600.00	0.00		4,611.00
STR 3/1/2011	HO024238	179800	SECC01	CH AUTOCHRG 073/31/2011	627.00	0.00		5,238.00
JAN 4/1/2011	HO024441	179800	SECC01	CH AUTOCHRG 074/30/2011	500.00	0.00		5,738.00
INS 4/1/2011	HO024441	179800	SECC01	CH AUTOCHRG 074/30/2011	19.00	0.00		5,757.00
RET 4/1/2011	HO024441	179800	SECC01	CH AUTOCHRG 074/30/2011	600.00	0.00		6,357.00
STR 4/1/2011	HO024441	179800	SECC01	CH AUTOCHRG 074/30/2011	627.00	0.00		6,984.00
JAN 5/1/2011	HO024626	179800	SECC01	CH AUTOCHRG 075/31/2011	500.00	0.00		7,484.00
INS 5/1/2011	HO024626	179800	SECC01	CH AUTOCHRG 075/31/2011	19.00	0.00		7,503.00
RET 5/1/2011	HO024626	179800	SECC01	CH AUTOCHRG 075/31/2011	600.00	0.00		8,103.00
STR 5/1/2011	HO024626	179800	SECC01	CH AUTOCHRG 075/31/2011	627.00	0.00		8,730.00
JAN 5/13/2011	HO024804	179800	SECC01	CE 2010 Insurance Reconciliation	17.02	0.00		8,747.02
INS 5/13/2011	HO024804	179800	SECC01	CE 2010 CAM Reconciliation	1,057.15	0.00		9,804.17
JAN 6/1/2011	HO024822	179800	SECC01	CH AUTOCHRG 076/30/2011	500.00	0.00		10,304.17
INS 6/1/2011	HO024822	179800	SECC01	CH AUTOCHRG 076/30/2011	19.00	0.00		10,323.17
RET 6/1/2011	HO024822	179800	SECC01	CH AUTOCHRG 076/30/2011	600.00	0.00		10,923.17
STR 6/1/2011	HO024822	179800	SECC01	CH AUTOCHRG 076/30/2011	627.00	0.00		11,550.17
JAN 7/1/2011	HO025087	179800	SECC01	CH AUTOCHRG 077/31/2011	500.00	0.00		12,050.17
INS 7/1/2011	HO025087	179800	SECC01	CH AUTOCHRG 077/31/2011	19.00	0.00		12,069.17
RET 7/1/2011	HO025087	179800	SECC01	CH AUTOCHRG 077/31/2011	600.00	0.00		12,669.17
STR 7/1/2011	HO025087	179800	SECC01	CH AUTOCHRG 077/31/2011	627.00	0.00		13,296.17
JAN 7/1/2011	HO025281	179800	SECC01	CH AUTOCHRG 078/31/2011	500.00	0.00		13,796.17
INS 7/1/2011	HO025281	179800	SECC01	CH AUTOCHRG 078/31/2011	19.00	0.00		13,815.17
RET 7/1/2011	HO025281	179800	SECC01	CH AUTOCHRG 078/31/2011	600.00	0.00		14,415.17
STR 8/1/2011	HO025281	179800	SECC01	CH AUTOCHRG 078/31/2011	627.00	0.00		15,042.17
JAN 9/1/2011	HO025478	179800	SECC01	CH AUTOCHRG 079/30/2011	500.00	0.00		15,542.17
INS 9/1/2011	HO025478	179800	SECC01	CH AUTOCHRG 079/30/2011	19.00	0.00		15,561.17
RET 9/1/2011	HO025478	179800	SECC01	CH AUTOCHRG 079/30/2011	600.00	0.00		16,161.17
STR 9/1/2011	HO025478	179800	SECC01	CH AUTOCHRG 079/30/2011	627.00	0.00		16,788.17
JAN 10/1/2011	HO025669	179800	SECC01	CH AUTOCHRG 0710/31/2011	500.00	0.00		17,288.17
INS 10/1/2011	HO025669	179800	SECC01	CH AUTOCHRG 0710/31/2011	19.00	0.00		17,307.17
RET 10/1/2011	HO025669	179800	SECC01	CH AUTOCHRG 0710/31/2011	600.00	0.00		17,907.17
STR 10/1/2011	HO025669	179800	SECC01	CH AUTOCHRG 0710/31/2011	627.00	0.00		18,534.17
JAN 10/11/2011	HO025814	179800	SECC01	CE 2010 RETAX Reconciliation	2,729.56	0.00		21,263.73
INS 11/1/2011	HO025871	179800	SECC01	CH AUTOCHRG 0711/30/2011	500.00	0.00		21,763.73
RET 11/1/2011	HO025871	179800	SECC01	CH AUTOCHRG 0711/30/2011	19.00	0.00		21,782.73
STR 11/1/2011	HO025871	179800	SECC01	CH AUTOCHRG 0711/30/2011	600.00	0.00		22,382.73
JAN 12/1/2011	HO026071	179800	SECC01	CH AUTOCHRG 0712/31/2011	627.00	0.00		23,009.73
INS 12/1/2011	HO026071	179800	SECC01	CH AUTOCHRG 0712/31/2011	500.00	0.00		23,509.73
RET 12/1/2011	HO026071	179800	SECC01	CH AUTOCHRG 0712/31/2011	19.00	0.00		23,528.73
STR 12/1/2011	HO026071	179800	SECC01	CH AUTOCHRG 0712/31/2011	600.00	0.00		24,128.73
JAN 12/28/2011	HO026342	179800	SECC01	CH AUTOCHRG 0712/31/2011	627.00	0.00		24,755.73
INS 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-6,000.00		18,755.73
RET 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-1,057.15		17,698.58
STR 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-228.00		17,470.58
JAN 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-17.02		17,453.56
INS 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-7,200.00		10,253.56
RET 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-2,729.56		7,524.00
STR 12/28/2011	HO026342	179800	SECC01	WO w/o year end balance	0.00	-7,524.00		0.00
JAN 12/28/2011	HO026342	179800	SECC01	FR CreditApply	6,000.00	0.00		6,000.00

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PHOTOGRAPH & CONTINUUM	INS 12/28/2011 H0026343 179800	SECO01	PR CreditApply	228.00	0.00	7,285.15
	IPY 12/28/2011 H0026343 179800	SECO01	PR CreditApply	17.02	0.00	7,302.17
	IRF 12/28/2011 H0026343 179800	SECO01	PR CreditApply	7,500.00	0.00	14,502.17
	IRY 12/28/2011 H0026343 179800	SECO01	PR CreditApply	2,729.56	0.00	17,231.73
	STR 12/28/2011 H0026343 179800	SECO01	PR CreditApply	7,524.00	0.00	24,755.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	24,255.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	23,755.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	23,255.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	22,755.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	22,255.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	21,755.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	21,255.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	20,755.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	20,255.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	19,755.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	19,255.73
	CAM 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-500.00 APL	18,755.73
	IFY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-1,057.15 APL	17,698.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,679.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,660.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,641.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,622.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,603.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,584.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,565.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,546.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,527.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,508.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,489.58
	INS 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-19.00 APL	17,470.58
	IPY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-17.02 APL	17,453.56
	12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	16,853.56
	L 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	16,253.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	15,653.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	15,053.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	14,453.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	13,853.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	13,253.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	12,653.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	12,053.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	11,453.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	10,853.56
	UTY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-600.00 APL	10,253.56
	IPY 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-2,729.56 APL	7,524.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	6,897.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	6,270.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	5,643.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	5,016.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	4,389.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	3,762.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	3,135.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	2,508.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	1,881.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	1,254.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	627.00
	ITR 12/28/2011 H0026343 179800	SECO01	CR CreditApply	0.00	-627.00 APL	0.00
	AN 1/1/2012 H0026298 179800	SECO01	CH AUTOCORG 071/31/2012	500.00	0.00	500.00
	NS 1/1/2012 H0026298 179800	SECO01	CH AUTOCORG 071/31/2012	19.00	0.00	519.00
	ET 1/1/2012 H0026298 179800	SECO01	CH AUTOCORG 071/31/2012	600.00	0.00	1,119.00
	TR 1/1/2012 H0026298 179800	SECO01	CH AUTOCORG 071/31/2012	627.00	0.00	1,746.00
DIXON0025	2/1/2012 H0026298 179800	SECO01	CH AUTOCORG 071/31/2012	627.00	0.00	2,373.00
	2/1/2012 H0026298 179800	SECO01	CH AUTOCORG 071/31/2012	627.00	0.00	3,000.00

COE.RUSH.000460

INS	2/1/2012	HO026475	179800	SECO01	CH AUTOCHRG	072/29/2012	19.00	0.00	2,265.00
RBT	2/1/2012	HO026475	179800	SECO01	CH AUTOCHRG	072/29/2012	600.00	0.00	2,865.00
STR	2/1/2012	HO026475	179800	SECO01	CH AUTOCHRG	072/29/2012	627.00	0.00	3,492.00
CAN	3/1/2012	HO026673	179800	SECO01	CH AUTOCHRG	073/31/2012	500.00	0.00	3,992.00
INS	3/1/2012	HO026673	179800	SECO01	CH AUTOCHRG	073/31/2012	19.00	0.00	4,011.00
RET	3/1/2012	HO026673	179800	SECO01	CH AUTOCHRG	073/31/2012	600.00	0.00	4,611.00
STR	3/1/2012	HO026673	179800	SECO01	CH AUTOCHRG	073/31/2012	627.00	0.00	5,238.00
CPY	3/5/2012	HO026767	179800	SECO01	HC 2011 Insurance Reconciliation		0.00	-9.45	5,228.55
CPY	3/5/2012	HO026767	179800	SECO01	CH 2011 CM Reconciliation		836.25	0.00	6,064.80
CM	4/1/2012	HO026864	179800	SECO01	CH AUTOCHRG	074/30/2012	500.00	0.00	6,564.80
ENS	4/1/2012	HO026864	179800	SECO01	CH AUTOCHRG	074/30/2012	19.00	0.00	6,583.80
RET	4/1/2012	HO026864	179800	SECO01	CH AUTOCHRG	074/30/2012	600.00	0.00	7,183.80
STR	4/1/2012	HO026864	179800	SECO01	CH AUTOCHRG	074/30/2012	627.00	0.00	7,810.80
CM	5/1/2012	HO027047	179800	SECO01	CH AUTOCHRG	075/31/2012	500.00	0.00	8,310.80
INS	5/1/2012	HO027047	179800	SECO01	CH AUTOCHRG	075/31/2012	19.00	0.00	8,329.80
RET	5/1/2012	HO027047	179800	SECO01	CH AUTOCHRG	075/31/2012	600.00	0.00	8,929.80
STR	5/1/2012	HO027047	179800	SECO01	CH AUTOCHRG	075/31/2012	627.00	0.00	9,556.80
CM	6/1/2012	HO027254	179800	SECO01	CH AUTOCHRG	076/30/2012	500.00	0.00	10,056.80
INS	6/1/2012	HO027254	179800	SECO01	CH AUTOCHRG	076/30/2012	19.00	0.00	10,075.80
RET	6/1/2012	HO027254	179800	SECO01	CH AUTOCHRG	076/30/2012	600.00	0.00	10,675.80
STR	6/1/2012	HO027254	179800	SECO01	CH AUTOCHRG	076/30/2012	627.00	0.00	11,302.80
							323,579.27	-312,276.47	

Page 9
Continued

COE.RUSH.000461

8 9100
LAKE MEADOWS STATEMENT

DRAPER AND KRAMER
RETAIL PROPERTY SERVICES

SEPTEMBER 2000
1798 361

SECOND WARD OFFICE
3361 SOUTH KING DRIVE
CHICAGO, IL 60616

DRAPER AND KRAMER RETAIL PROPERTY SERVICES
LAKE MEADOWS
312-225-4288

AS OF 08/18/2000

REFERENCE	DATE	EXPLANATION	AMOUNT
		PREVIOUS BALANCE - MIN RNT	23,199.00
	09-01-00	CHARGE-MIN RNT	627.00
		PREVIOUS BALANCE - CA EXT	16,301.20
	09-01-00	CHARGE-CA EXT	474.70
		PREVIOUS BALANCE - CA P/Y	4,301.10
		PREVIOUS BALANCE - RE TAX	11,891.62
	09-01-00	CHARGE-RE TAX	309.47
		PREVIOUS BALANCE - RET P/Y	522.36CR
		PREVIOUS BALANCE - INS	567.24
	09-01-00	CHARGE-INS	12.39
BEGINNING BALANCE + TOTAL CHARGES + TOTAL CREDITS =			BALANCE DUE OR CREDIT (CR)
			CONTINUED-

↓ DETACH AT PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ↓

ACCOUNT NO.	BALANCE DUE
<p>PLEASE MAKE CHECKS PAYABLE TO DRAPER AND KRAMER RETAIL PROPERTY SERVICES AGENT FOR</p> <p>DRAPER AND KRAMER RETAIL PROPERTY SERVICES</p> <p>TO ENSURE PROPER CREDIT, WRITE ABOVE ACCOUNT NUMBER ON YOUR CHECK. IF CHECK DOES NOT EQUAL BALANCE DUE, INDICATE APPROPRIATE APPLICATION.</p>	

60-1302

REFERENCE	DATE	EXPLANATION	AMOUNT
		PREVIOUS BALANCE - INS P/Y	367.84CR
	09-01-00	PREVIOUS BALANCE - RUBBISH CHARGE-RUBBISH	224.00 14.00
BEGINNING BALANCE	+	TOTAL CHARGES	+ TOTAL CREDITS = BALANCE DUE OR CREDIT (CR)
55,593.96		1,437.56	.00 = 57,031.52

DETACH AT PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT ↓

STMT	ACCOUNT NO.	SECOND WARD OFFICE	BALANCE DUE
	1798-0361-3361-1		57,031.52

PLEASE MAKE CHECKS PAYABLE TO DRAPER AND KRAMER RETAIL PROPERTY SERVICES
DRAPER & KRAMER INCORPORATED
LAKE MEADOWS, ILL. 60150

MIN RMT 23,826.00
CA EXT 16,775.98
CA P/Y 4,301.10
RE TAX 12,301.09
RET P/Y 522.36
INS 579.68
INS P/Y 367.84
RUBBISH 14.00

TO ENSURE PROPER CREDIT, WRITE ABOVE ACCOUNT NUMBER ON YOUR CHECK.
IF CHECK DOES NOT EQUAL BALANCE DUE, INDICATE APPROPRIATE APPLICATION.

SEPTEMBER 2000

DRAPER & KRAMER, INCORPORATED
LAKE MEADOWS SHOPPING CENTER
3357 SOUTH KING DRIVE
CHICAGO, IL 60616

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COE.RUSH.000463

DK000055

1196 3111 1196-1048

JOB NAME: AR908
PROGRAM: AR9078

A/R HISTORY REPORT FOR BUILDING 1788
LAKE MEADOWS
FOR PERIOD 01/01/98 TO 12/31/98
TENANT NUMBER: 0381-1

RUN DATE: 10/09/98
PAGE 71

FISCAL PERIOD	ACCT NO.	MEMO NO.	DESCRIPTION	STD CHARGES	DB/CR	RECEIPTS	POST DATE
TENANT: 2ND WARD OFFICE							
98/01	5142		MIN RNT	627.00			01/01/98
	5350		CA EXT	394.00			01/01/98
	5370		RE TAX	258.42			01/01/98
	5371		INS	29.00			01/01/98
98/02	5142	887109	MIN RNT	627.00			02/01/98
	5142				1,254.00-		02/12/98
	5350		CA EXT	394.00			02/01/98
	5350	887109	RE TAX	258.42	788.00-		02/13/98
98/03	5370	887109	RE TAX	258.42	516.84-		02/01/98
	5370	887109	INS	29.00			02/13/98
	5371	887109			58.00-		02/01/98
	5371						02/13/98
98/04	5142		MIN RNT	627.00			03/01/98
	5350		CA EXT	394.00			03/01/98
	5370		RE TAX	258.42			03/01/98
	5371		INS	29.00			03/01/98
98/05	5142	889820	MIN RNT	627.00			04/01/98
	5142	889820			627.00-		04/08/98
	5350	889820	CA EXT	394.00	1,254.00-		04/08/98
	5350	889820			394.00-		04/01/98
98/06	5370	889820	RE TAX	258.42	788.00-		04/08/98
	5370	889820			258.42-		04/01/98
	5370	889820	INS	29.00	516.84-		04/08/98
	5371	889820			29.00-		04/01/98
98/07	5371	889820			58.00-		04/08/98
	5142		MIN RNT	627.00			05/01/98
	5350		CA EXT	394.00			05/01/98
	5370		RE TAX	258.42			05/01/98
98/08	5371		INS	29.00			05/01/98
	5142	871891	MIN RNT	627.00			06/01/98
	5142		CA EXT	394.00			06/31/98
	5350	871891	RE TAX	258.42	394.00-		06/01/98
98/09	5370	871891	RE TAX	258.42	258.42-		06/31/98
	5371	871891	INS	29.00			06/01/98

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COE.RUSH.000464

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JOB NAME: AR806 PROGRAM: AR807B		A/R HISTORY REPORT FOR BUILDING 1796 LAKE MEADOWS FOR PERIOD 01/01/88 TO 12/31/98 TENANT NUMBER: 0391-1				RUN DATE: 10/06/98 PAGE 22	
FISCAL PERIOD	ACCT NO.	MEMO NO.	DESCRIPTION	STD CHARGES	DB/CR	RECEIPTS	POST DATE
TENANT: 2ND WARD OFFICE	5371	871891			29.00-		05/21/98
98/07	5142	872710	MIN RNT	627.00			07/01/98
	5142	872710	CA EXT	394.00	1,254.00-		07/08/98
	5350	872710	RE TAX	258.42	788.00-		07/01/98
	5370	872710	INS	29.00	510.84-		07/08/98
	5371	872710					07/01/98
	5371	872710			88.00-		07/08/98
98/08	5142	874096	MIN RNT	627.00			08/01/98
	5142	874096	CA EXT	394.00	627.00-		08/01/98
	5350	874096	RE TAX	258.42	394.00-		08/01/98
	5370	874096	INS	29.00	258.42-		08/01/98
	5371	874096					08/01/98
	5371	874096			29.00-		08/01/98
98/09	5142	875804	MIN RNT	627.00			09/01/98
	5142	875804	CA EXT	394.00	627.00-		09/17/98
	5350	875804	RE TAX	258.42	394.00-		09/01/98
	5370	875804	INS	29.00	258.42-		09/17/98
	5371	875804					09/01/98
	5371	875804			29.00-		09/17/98
98/10	5142		MIN RNT	627.00			10/01/98
	5350		CA EXT	394.00			10/01/98
	5370		RE TAX	258.42			10/01/98
	5371		INS	29.00			10/01/98
	5377	877079	RE TX '98		597.04		10/17/98
	5377	877079	W/D RE TX '98		597.04-		10/17/98
98/11	5142		MIN RNT	627.00			11/01/98
	5350		CA EXT	394.00			11/01/98
	5370		RE TAX	258.42			11/01/98
	5371		INS	29.00			11/01/98
98/12	5142		MIN RNT	627.00			12/01/98
	5142	878898	W/D OCT		627.00-		12/11/98
	5142	878898	W/D NOV		627.00-		12/11/98
	5142	879810	W/D DEC		627.00-		12/15/98

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JOB NAME: AR008 PROGRAM: APP075		A/R HISTORY REPORT FOR BUILDING 1798 LAKE MEADOWS FOR PERIOD 01/01/88 TO 12/31/88 TENANT NUMBER: 0381-1				RUN DATE: 10/09/98 PAGE 74	
FISCAL PERIOD	ACCT NO.	MEMO NO.	DESCRIPTION	STD CHARGES	DB/CR	RECEIPTS	POST DATE
TENANT: 2ND WARD OFFICE							
97/06	5350		CA EXT	394.00			05/01/97
	5370		RE TAX	258.42			05/01/97
	5371		INS	29.00			05/01/97
	5142		MIN RNT	627.00			05/01/97
97/07	5350		CA EXT	394.00			05/01/97
	5370		RE TAX	258.42			05/01/97
	5371		INS	29.00			05/01/97
	5142		MIN RNT	627.00			05/01/97
97/08	5142	880589	W/O 7/97		827.00-		07/01/97
	5142	880589	W/O 8/97		827.00-		07/17/97
	5142	880589	W/O 9/97		827.00-		07/17/97
	5142	880589	W/O 10/97		827.00-		07/17/97
	5350	880589	CA EXT	394.00			07/17/97
	5350	880589	W/O 8/97		394.00-		07/17/97
	5350	880589	W/O 9/97		394.00-		07/17/97
	5350	880589	W/O 10/97		394.00-		07/17/97
	5370	880589	RE TAX	258.42			07/17/97
	5370	880589	W/O 8/97		258.42-		07/17/97
	5370	880589	W/O 9/97		258.42-		07/17/97
	5370	880589	W/O 10/97		258.42-		07/17/97
97/09	5371	880589	INS	29.00			07/17/97
	5371	880589	W/O 8/97		29.00-		07/17/97
	5371	880589	W/O 9/97		29.00-		07/17/97
	5371	880589	W/O 10/97		29.00-		07/17/97
97/10	5142		MIN RNT	627.00			08/01/97
	5350		CA EXT	394.00			08/01/97
	5370		RE TAX	258.42			08/01/97
	5371		INS	29.00			08/01/97
97/11	5142		MIN RNT	627.00			09/01/97
	5350		CA EXT	394.00			09/01/97
	5370		RE TAX	258.42			09/01/97
	5371		INS	29.00			09/01/97
97/12	5142		MIN RNT	627.00			10/01/97
	5350		CA EXT	394.00			10/01/97
	5370		RE TAX	258.42			10/01/97
	5371		INS	29.00			10/01/97

COE.RUSH.000467

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JOB NAME: ARSOS		A/R HOSIOR		9000 FOR BUILDING 1700		RUN DATE: 10/08/98	
PROGRAM: ARSOTS		LAKS HEAD		FOR PERIOD 01/01/88 TO 12/31/98		PAGE 75	
				TENANT NUMBER: 0361-1			
FISCAL PERIOD	ACCT NO.	MEMO NO.	DESCRIPTION	STD CHARGES	DB/CR	RECEIPTS	POST DATE
TENANT: 2ND WARD OFFICE							
97/11	5142		MIN RNT	827.00			11/01/97
	5350		CA EXT	384.00			11/01/97
	5370		RE TAX	258.42			11/01/97
	5371		INS	29.00			11/01/97
97/12	5142		MIN RNT	827.00			12/01/97
	5350		CA EXT	384.00			12/01/97
	5370		RE TAX	258.42			12/01/97
	5371		INS	29.00			12/01/97
98/01	5142		MIN RNT	827.00			01/01/98
	5350		CA EXT	421.00			01/01/98
	5370		RE TAX	353.00			01/01/98
	5371		INS	14.00			01/01/98
98/02	5142		MIN RNT	827.00			02/01/98
	5350		CA EXT	421.00			02/01/98
	5370		RE TAX	353.00			02/01/98
	5371		INS	14.00			02/01/98
98/03	5142		MIN RNT	827.00			03/01/98
	5350		CA EXT	421.00			03/01/98
	5370		RE TAX	353.00			03/01/98
	5371		INS	14.00			03/01/98
98/04	5142		MIN RNT	827.00			04/01/98
	5350		CA EXT	421.00			04/01/98
	5370		RE TAX	353.00			04/01/98
	5371		INS	14.00			04/01/98
98/05	5142		MIN RNT	827.00			05/01/98
	5350		CA EXT	421.00			05/01/98
	5370		RE TAX	353.00			05/01/98
	5371		INS	14.00			05/01/98
98/06	5142		MIN RNT	827.00			06/01/98
	5350		CA EXT	421.00			06/01/98
	5370		RE TAX	353.00			06/01/98
	5371		INS	14.00			06/01/98
98/07	5142		MIN RNT	827.00			07/01/98
	5350		CA EXT	421.00			07/01/98
	5370		RE TAX	353.00			07/01/98
	5371		INS	14.00			07/01/98

COE.RUSH.000468

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JOB NAME: ARSOS PROGRAM: ARRD78		A/R HISTORY REPORT FOR BUILDING 1788 LAKE MEADOWS FOR PERIOD 01/01/88 TO 12/31/88 TENANT NUMBER: 0301-1				RUN DATE: 10/09/88 PAGE 78	
FISCAL PERIOD	ACCT NO.	MEMO NO.	DESCRIPTION	STD CHARGES	DB/CR	RECEIPTS	POST DATE
TENANT: 2ND WARD OFFICE							
98/08	5142		MIN RNT	627.00			08/01/88
	5350		CA EXT	421.00			08/01/88
	5370		RE TAX	353.00			08/01/88
	5371		INS	14.00			08/01/88
98/09	5142		MIN RNT	627.00			09/01/88
	5350		CA EXT	421.00			09/01/88
	5370		RE TAX	353.00			09/01/88
	5371		INS	14.00			09/01/88
98/10	5142		MIN RNT	627.00			10/01/88
	5350		CA EXT	421.00			10/01/88
	5370		RE TAX	353.00			10/01/88
	5371		INS	14.00			10/01/88
TENANT 0301-1 TOTAL:				45,552.08	25,833.40-	.00	
TOTALS BY CHARGE NO:				5142 - 21,318.00	12,840.00-	.00	
				5350 - 13,256.00	7,880.00-	.00	
				5370 - 9,732.08	5,168.40-	.00	
				5371 - 839.00	580.00-	.00	
				5377 - .00	.00	.00	
				5354 - .00	335.00	.00	

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COE.RUSH.000469

ARTHM1 11/95 12/97
 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 95/07 5142 MIN RNT 627.00 07/01/95 .00
 95/07 5360 CA EXT 394.00 07/01/95
 95/07 5370 RE TAX 258.42 07/01/95
 95/07 5371 INS 29.00 07/01/95
 95/08 5142 MIN RNT 627.00 08/01/95 1308.42
 95/08 5360 CA EXT 394.00 08/01/95
 95/08 5370 RE TAX 258.42 08/01/95
 95/08 5371 INS 29.00 08/01/95
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM: 9401) (GL-NO:)
 PFKEYS: 8=FORWARD 3=RETURN 9=TOP 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 95/09 5142 MIN RNT 627.00 09/01/95 2616.84
 95/09 5350 CA EXT 394.00 09/01/95
 95/09 5370 RE TAX 258.42 09/01/95
 95/09 5371 INS 29.00 09/01/95
 95/10 5142 MIN RNT 627.00 10/01/95 3925.26
 95/10 5350 CA EXT 394.00 10/01/95
 95/10 5370 RE TAX 258.42 10/01/95
 95/10 5371 INS 29.00 10/01/95
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
 PKKEYS: 8-FORWARD 3-RETURN
 MORE INFORMATION FOLLOWS 9-TOP 12-PREVIOUS FUNCTION

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ARITH1                                AR HISTORY                                11/20/97

BLDG: 1798  ID: 0361 - 1             BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE                 DEPOSIT BALANCE                .00
LEASE/ASSMNT DATE: 10/31/93          PAYMENT HISTORY          *****

TOTAL DUE      1 - 30      31 - 60      61 - 90      OVER 90      -----COMMENTS-----
5568.68         1308         1308         1643         1308

MONTH  ACCT  MEMO  DESCRIPTION  AMOUNT  DATE  BALANCE
-----
95/11  5142  862701  W/O 7/95-1  -2508.00  11/03/95
95/11  5350  862701  W/O 7/95-1  -1576.00  11/03/95
95/11  5370  862701  W/O 7/95-1  -1033.68  11/03/95
95/11  5371  862701  W/O 7/95-1  -116.00   11/03/95
95/11  5377  864451  '94-RE-TAX  734.38   11/27/95
95/11  5142  MIN RNT      627.00   11/01/95
95/11  6950  CA EXT       394.00   11/01/95
95/11  5370  RE TAX       288.42   11/01/95
95/11  5371  INS         119.00   11/01/95

FUNCTION: TH      BLDG: 1798  ID: 0361 - 1  (START YMM: ) (GL-NO: )
PFKEYS:           3-RETURN
           8-FORWARD 9-TOP
MORE INFORMATION FOLLOWS           12=PREVIOUS FUNCTION

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ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 95/12 5142 865608 W/O DEC 95 -627.00 12/26/95
 95/12 5350 865608 W/O DEC 95 -394.00 12/26/95
 95/12 5370 865608 W/O DEC 95 -258.42 12/26/95
 95/12 5371 865608 W/O DEC 95 -29.00 12/26/95
 95/12 5377 865608 W/O DEC 95 -734.38 12/26/95
 95/12 5142 MIN RNT 627.00 12/01/95
 95/12 5350 CA EXT 394.00 12/01/95
 95/12 5370 RE TAX 258.42 12/01/95
 95/12 5371 INS 29.00 12/01/95
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
 PFKEYS: 8=FORWARD 3=RETURN
 MORE INFORMATION FOLLOWS 9=TOP 12=PREVIOUS FUNCTION

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 96/01 5142 MIN RNT 627.00 01/01/96 1308.42
 96/01 5350 CA EXT 394.00 01/01/96
 96/01 5370 RE TAX 258.42 01/01/96
 96/01 5371 INS 29.00 01/01/96
 96/02 5142 867109 WRI OFF JA -1254.00 02/13/96 2616.84
 96/02 5350 867109 WRI OFF JA -788.00 02/13/96
 96/02 5370 867109 WRI OFF JA -516.84 02/13/96
 96/02 5371 867109 WRI OFF JA -58.00 02/13/96
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
 PFKEYS: 8=FORWARD 3=RETURN
 MORE INFORMATION FOLLOWS 9=TOP 12=PREVIOUS FUNCTION

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DK000066

COE.RUSH.000474

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ARITHM1                                AR HISTORY                                11/20/97

BLDG: 1798  ID: 0361 - 1              BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE                  DEPOSIT BALANCE                .00
LEASE/ASSMNT DATE: 10/31/93            PAYMENT HISTORY                *****

TOTAL DUE     1 - 30      31 - 60      61 - 90      OVER 90      -----COMMENTS-----
5568.58       1308       1308       1643       1308

MONTH  ACCT  MEMO  DESCRIPTION  AMOUNT  DATE  BALANCE
96/02  5142             MIN RNT      627.00  02/01/96
96/02  5350             CA EXT       394.00  02/01/96
96/02  5370             RE TAX       258.42  02/01/96
96/02  5371             INS          29.00   02/01/96

96/03  5142             MIN RNT      627.00  03/01/96
96/03  5350             CA EXT       394.00  03/01/96
96/03  5370             RE TAX       258.42  03/01/96
96/03  5371             INS          29.00   03/01/96

                                           1308.42

FUNCTION: TH      BLDG: 1798  ID: 0361 - 1  (START YMM:      ) (GL-NO:      )
PKEYS:           8=FORWARD  3=RETURN
MORE INFORMATION FOLLOWS          9=TOP          12=PREVIOUS FUNCTION

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ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****

 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5668.68 1308 1308 1643 1308

 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 96/04 5142 869620 WRTOFF FEB -627.00 04/08/96
 96/04 5142 869620 WRTOFF FEB -1254.00 04/08/96
 96/04 5350 869620 WRTOFF MAR -788.00 04/08/96
 96/04 5350 869620 WRTOFF FEB -394.00 04/08/96
 96/04 5370 869620 WRTOFF FEB -258.42 04/08/96
 96/04 5370 869620 WRTOFF-MAR -516.84 04/08/96
 96/04 5371 869620 WRTOFF MAR -58.00 04/08/96
 96/04 5371 869620 WRTOFF FEB -29.00 04/08/96
 96/04 5142 MIN RNT 627.00 04/01/96
 96/04 5350 CA EXT 394.00 04/01/96
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
 PFKEYS: 3=RETURN
 8=FORWARD 12=PREVIOUS FUNCTION
 9=TOP
 MORE INFORMATION FOLLOWS

600

ARHM1 AR HISTORY 11/20/97

BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****

TOTAL DUE	1 - 30	31 - 60	61 - 90	OVER 90	-----COMMENTS-----
5568.68	1308	1308	1643	1308	

MONTH	ACCT	MEMO	DESCRIPTION	AMOUNT	DATE	BALANCE
96/04	5370		RE TAX	258.42	04/01/96	
96/04	5371		INS	29.00	04/01/96	
96/05	5142		MIN RNT	627.00	05/01/96	.00
96/05	5350		CA EXT	394.00	05/01/96	
96/05	5370		RE-TAX	258.42	05/01/96	
96/05	5371		INS	29.00	05/01/96	
96/06	5142	871891	WR OFF JUN	-627.00	05/31/96	1308.42
96/06	5350	871891	WR OFF JUN	-394.00	05/31/96	

FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PFKEYS: 8-FORWARD 9-RETURN 12-PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS

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DK000069

COE.RUSH.000477

601

ARHM1 AR HISTORY 11/20/97

BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****

TOTAL DUE	1 - 30	31 - 60	61 - 90	OVER 90	-----COMMENTS-----
5568.68	1308	1308	1643	1308	

MONTH	ACCT	MEMO	DESCRIPTION	AMOUNT	DATE	BALANCE
96/06	5370	871891	WR OFF JUN	-258.42	05/31/96	
96/06	5371	871891	WR OFF JUN	-29.00	05/31/96	
96/06	5142		MIN RNT	627.00	06/01/96	
96/06	5350		CA EXT	394.00	06/01/96	
96/06	5370		RE TAX	258.42	06/01/96	
96/06	5371		INS	29.00	06/01/96	
						1308.42
96/07	5142	872716	W/O JULY	-1254.00	07/08/96	
96/07	5350	872716	W/O JULY	-788.00	07/08/96	
96/07	5370	872716	W/O JULY	-516.84	07/08/96	

FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PFKEYS: 3=RETURN
 8=FORWARD 9=TOP 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS

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COE.RUSH.000478

DK000070

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 96/07 5371 872716 W/O JULY -58.00 07/08/96
 96/07 5142 MIN RNT 627.00 07/01/96
 96/07 5350 CA EXT 394.00 07/01/96
 96/07 5370 RE TAX 258.42 07/01/96
 96/07 5371 INS 29.00 07/01/96
 96/08 5142 874066 W/O AUG -627.00 08/01/96
 96/08 5350 874066 W/O AUG -394.00 08/01/96
 96/08 5370 874066 W/O AUG -258.42 08/01/96
 96/08 5371 874066 W/O AUG -29.00 08/01/96
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYMM:) (GL-NO:)
 PFKEYS: 8=FORWARD 3=RETURN
 9=TOP 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS

603

ARTHM1 AR HISTORY 11/20/97

BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****

TOTAL DUE	1 - 30	31 - 60	61 - 90	OVER 90	-----COMMENTS-----
5568.68	1308	1308	1643	1308	

MONTH	ACCT	MEMO	DESCRIPTION	AMOUNT	DATE	BALANCE
96/08	5142		MIN RNT	627.00	08/01/96	
96/08	5350		CA EXT	394.00	08/01/96	
96/08	5370		RE TAX	258.42	08/01/96	
96/08	5371		INS	29.00	08/01/96	
96/09	5142	875804	W/O SEPT-R	-627.00	09/17/96	.00
96/09	5350	875804	W/O SEPT R	-394.00	09/17/96	
96/09	5370	875804	W/O SEPT R	-258.42	09/17/96	
96/09	5371	875804	W/O SEPT R	-29.00	09/17/96	
96/09	5142		MIN RNT	627.00	09/01/96	

FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PRKEYS: 8=FORWARD 3=RETURN
 MORE INFORMATION FOLLOWS 9=TOP 12=PREVIOUS FUNCTION,

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COE.RUSH.000480

DK000072

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 96/09 5350 CA EXT 394.00 09/01/96
 96/09 5370 RE TAX 258.42 09/01/96
 96/09 5371 INS 29.00 09/01/96
 96/10 5377 877079 W/O RE TX -597.04 10/17/96
 96/10 5377 877077 RE-TX '95 -597.04 10/17/96
 96/10 5142 MIN RNT 627.00 10/01/96
 96/10 5350 CA EXT 394.00 10/01/96
 96/10 5370 RE TAX 258.42 10/01/96
 96/10 5371 INS 29.00 10/01/96
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PKKEYS: 8=FORWARD 9=RETURN
 MORE INFORMATION FOLLOWS 12=PREVIOUS FUNCTION

605

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ARTH1                      AR HISTORY                      11/20/97
BLDG: 1798 ID: 0361 - 1   BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE     DEPOSIT BALANCE 00
LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
5568.68 1308 1308 1643 1308
MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
96/11 5142 MIN RNT 627.00 11/01/96 1308.42
96/11 5350 CA EXT 394.00 11/01/96
96/11 5370 RE TAX 258.42 11/01/96
96/11 5371 INS 29.00 11/01/96
96/12 5142 878896 W/O OCT -627.00 12/11/96 2616.84
96/12 5142 878896 W/O NOV -627.00 12/11/96
96/12 5142 879610 W/O DEC -627.00 12/18/96
96/12 5350 878896 W/O OCT -394.00 12/11/96
FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY: ) (GL-NO: )
PFKEYS: 8=FORWARD 3=RETURN
MORE INFORMATION FOLLOWS 9=TOP 12=PREVIOUS FUNCTION

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DK000074

606

ARHM1 AR HISTORY 11/20/97

BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****

TOTAL DUE	1 - 30	31 - 60	61 - 90	OVER 90	-----COMMENTS-----
5558.68	1308	1308	1643	1308	

MONTH	ACCT	MEMO	DESCRIPTION	AMOUNT	DATE	BALANCE
96/12	5350	878896	W/O NOV	-394.00	12/11/96	
96/12	5350	879610	W/O DEC	-394.00	12/18/96	
96/12	5370	878896	W/O OCT	-258.42	12/11/96	
96/12	5370	878896	W/O NOV	-258.42	12/11/96	
96/12	5370	879610	W/O DEC	-258.42	12/18/96	
96/12	5371	878896	W/O OCT	-29.00	12/11/96	
96/12	5371	878896	W/O NOV	-29.00	12/11/96	
96/12	5371	879610	W/O DEC	-29.00	12/18/96	
96/12	5142		MIN RNT	627.00	12/01/96	
96/12	5350		CA EXT	394.00	12/01/96	

FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
 PKKEYS: 0=FORWARD 3=RETURN
 MORE INFORMATION FOLLOWS 9=TOP 12=PREVIOUS FUNCTION

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ARTHM1          AR HISTORY                                11/20/97

BLDG: 1798  ID: 0361 - 1    BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE        DEPOSIT BALANCE                .00
LEASE/ASSMNT DATE: 10/31/93  PAYMENT HISTORY *****

TOTAL DUE      1 - 30      31 - 60      61 - 90      OVER 90      -----COMMENTS-----
5568.68        1308        1308        1643        1308

MONTH  ACCT  MEMO  DESCRIPTION  AMOUNT  DATE  BALANCE
96/12  5370              RE TAX      258.42  12/01/96
96/12  5371              INS         29.00  12/01/96

97/01  5142              MIN RNT      627.00  01/01/97          .00
97/01  5350              CA EXT       394.00  01/01/97
97/01  5370              RE-TAX      258.42  01/01/97
97/01  5371              INS         29.00  01/01/97

97/02  5142              MIN RNT      627.00  02/01/97          1308.42
97/02  5350              CA EXT       394.00  02/01/97

FUNCTION: TH      BLDG: 1798  ID: 0361 - 1  (START  YPM:          ) (GL-NO:          )
PKEYS:            3=RETURN          12=PREVIOUS FUNCTION
                8=FORWARD          9=TOP
MORE INFORMATION FOLLOWS

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ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 97/02 5370 RE TAX 258.42 02/01/97
 97/02 5371 INS 29.00 02/01/97
 97/03 5142 881327 W/O 2/97 -627.00 02/25/97 2616.84
 97/03 5142 881327 W/O 1/97 -627.00 02/25/97
 97/03 5350 881327 W/O 1/97 -394.00 02/25/97
 97/03 5350 881327 W/O 2/97 -394.00 02/25/97
 97/03 5370 881327 W/O 2/97 -258.42 02/25/97
 97/03 5370 881327 W/O 1/97 -258.42 02/25/97
 97/03 5371 881327 W/O 1/97 -29.00 02/25/97
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PKEYS: 8=FORWARD 3=RETURN
 MORE INFORMATION FOLLOWS 9=TOP 12=PREVIOUS FUNCTION

609

ARTH11 AR HISTORY 11/20/97

BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****

TOTAL DUE	1 - 30	31 - 60	61 - 90	OVER 90	-----COMMENTS-----
5668.68	1308	1308	1643	1308	

MONTH	ACCT	MEMO	DESCRIPTION	AMOUNT	DATE	BALANCE
97/03	5371	881327	W/O 2/97	-29.00	02/25/97	
97/03	5142		MIN RNT	627.00	03/01/97	
97/03	5360		CA EXT	394.00	03/01/97	
97/03	5370		RE TAX	258.42	03/01/97	
97/03	5371		INS	29.00	03/01/97	
						1308.42
97/04	5142	882128	W/O 3/97	-627.00	03/20/97	
97/04	5360	882128	W/O 3/97	-394.00	03/20/97	
97/04	5370	882128	W/O 3/97	-258.42	03/20/97	
97/04	5371	882128	W/O 3/97	-29.00	03/20/97	

FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PFKEYS: 8=FORWARD 9=RETURN 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS 9=TOP

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5668.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 97/04 5142 MIN RNT 627.00 04/01/97
 97/04 5360 CA EXT 394.00 04/01/97
 97/04 5370 RE TAX 258.42 04/01/97
 97/04 5371 INS 29.00 04/01/97
 97/05 5142 MIN-RNT 627.00 05/01/97 1308.42
 97/05 5360 CA EXT 394.00 05/01/97
 97/05 5370 RE TAX 258.42 05/01/97
 97/05 5371 INS 29.00 05/01/97
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYMM:) (GL-NO:) 2616.84
 PFKEYS: 3=RETURN
 8=FORWARD 9=TOP 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE *****.00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5668.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 97/06 5142 MIN RNT 627.00 06/01/97
 97/06 5350 CA EXT 394.00 06/01/97
 97/06 5370 RE TAX 258.42 06/01/97
 97/06 5371 INS 29.00 06/01/97
 3925.26
 97/07 5142 886589 W/O-7/97 -627.00 07/17/97
 97/07 5142 886589 W/O 6/97 -627.00 07/17/97
 97/07 5142 886589 W/O 6/97 -627.00 07/17/97
 97/07 5142 886589 W/O 5/97 -627.00 07/17/97
 97/07 5350 886589 W/O 6/97 -394.00 07/17/97
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
 PFKEYS: 8=FORWARD 3=RETURN 12=PREVIOUS FUNCTION
 9=TOP
 MORE INFORMATION FOLLOWS

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DK000080

COE.RUSH.000488

ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 97/07 5350 886589 W/O 5/97 -394.00 07/17/97
 97/07 5350 886589 W/O 6/97 -394.00 07/17/97
 97/07 5350 886589 W/O 7/97 -394.00 07/17/97
 97/07 5370 886589 W/O 5/97 -258.42 07/17/97
 97/07 5370 886589 W/O 6/97 -258.42 07/17/97
 97/07 5370 886589 W/O 6/97 -258.42 07/17/97
 97/07 5370 886589 W/O 7/97 -258.42 07/17/97
 97/07 5371 886589 W/O 5/97 -29.00 07/17/97
 97/07 5371 886589 W/O 7/97 -29.00 07/17/97
 97/07 5371 886589 W/O 6/97 -29.00 07/17/97
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
 PFKEYS: 8=FORWARD 9=RETURN 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS 9=TOP

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ARTH11                                AR HISTORY                                11/20/97

BLDG: 1798  ID: 0361 - 1      BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE          DEPOSIT BALANCE                .00
LEASE/ASSMNT DATE: 10/31/93   PAYMENT HISTORY      *****

TOTAL DUE      1 - 30      31 - 60      61 - 90      OVER 90      -----COMMENTS-----
5568.68        1308        1308        1643        1308

MONTH  ACCT  MEMO  DESCRIPTION  AMOUNT  DATE  BALANCE
97/07  5371  886589  W/O 5/37  -29.00  07/17/97
97/07  5142  MIN RNT  627.00  07/03/97
97/07  5350  CA EXT   394.00  07/01/97
97/07  5370  RE TAX   258.42  07/01/97
97/07  5371  INS      29.00  07/01/97

97/08  5142  MIN RNT  627.00  08/01/97
97/08  5350  CA EXT   394.00  08/01/97
97/08  5370  RE TAX   258.42  08/01/97
97/08  5371  INS      29.00  08/01/97

PKEYS: TH      BLDG: 1798  ID: 0361 - 1  (START  YNNM:      ) (GL-NO:      )
FFKEYS:          3-RETURN
          8-FORWARD          9-TOP          12-PREVIOUS FUNCTION
MORE INFORMATION FOLLOWS

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ARTHM1 AR HISTORY 11/20/97
 BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
 NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
 LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
 TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
 5568.68 1308 1308 1643 1308
 MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
 97/10 5371 INS 29.00 10/01/97 4260.26
 97/11 5142 MIN RNT 627.00 11/01/97
 97/11 5350 CA EXT 394.00 11/01/97
 97/11 5370 RE TAX 258.42 11/01/97
 97/11 5371 INS 29.00 11/01/97 5568.68
 97/12 5142 MIN RNT 627.00 12/01/97
 97/12 5350 CA EXT 394.00 12/01/97
 97/12 5370 RE TAX 258.42 12/01/97
 FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYMM:) (GL-NO:)
 PFKEYS: 3=RETURN
 8=FORWARD 9=TOP 12=PREVIOUS FUNCTION
 MORE INFORMATION FOLLOWS

615

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ARTHM1                      AR HISTORY                      11/20/97

BLDG: 1798 ID: 0361 - 1   BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE      DEPOSIT BALANCE          .00
LEASE/ASSMNT DATE: 10/31/93  PAYMENT HISTORY *****

TOTAL DUE      1 - 30      31 - 60      61 - 90      OVER 90      -----COMMENTS-----
5568.68        1308        1308        1643        1308

MONTH  ACCT  MEMO  DESCRIPTION  AMOUNT  DATE  BALANCE
97/12  5371
                               INS      29.00  12/01/97
                                           6877.10

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FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YMM:) (GL-NO:)
PFKEYS: 3=RETURN
8=FORWARD 9=TOP 12=PREVIOUS FUNCTION
LAST PAGE OF INFORMATION

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DK000084

616

ARTH#1 AR HISTORY 11/20/97
BLDG: 1798 ID: 0361 - 1 BLDG NAME: LAKE MEADOWS
NAME: 2ND WARD OFFICE DEPOSIT BALANCE .00
LEASE/ASSMNT DATE: 10/31/93 PAYMENT HISTORY *****
TOTAL DUE 1 - 30 31 - 60 61 - 90 OVER 90 -----COMMENTS-----
5568.68 1308 1308 1643 1308
MONTH ACCT MEMO DESCRIPTION AMOUNT DATE BALANCE
97/12 5371 INS 29.00 12/01/97 6877.10

FUNCTION: TH BLDG: 1798 ID: 0361 - 1 (START YYYY:) (GL-NO:)
PFKEYS: 3=RETURN
 8=FORWARD 9=TOP 12=PREVIOUS FUNCTION
LAST PAGE OF INFORMATION

1/90-4/90

CRR355 1/23/90 11:01:06

A/R OPEN AND HST

DRA

TENANT
INVOICE DATE & NUMBER

027 LAKE MEADOWS SHOPPING CTR

ALDERMAN BOBBY RUSH

ALDERMAN BOBBY RUSH

130400 MINIMUM RENT	1/30/90	21786-01
131700 CAM CHARGES	1/30/90	21786-02
134200 R.E. TAX REIMB.	1/30/90	21786-03
132300 INSURANCE	1/30/90	21786-04
130400 MINIMUM RENT	1/30/90	21787-01
131700 CAM CHARGES	1/30/90	21787-02
134200 R.E. TAX REIMB.	1/30/90	21787-03
132300 INSURANCE	1/30/90	21787-04
130400 MINIMUM RENT	1/30/90	21788-01
131700 CAM CHARGES	1/30/90	21788-02
134200 R.E. TAX REIMB.	1/30/90	21788-03
132300 INSURANCE	1/30/90	21788-04
113200 SECURITY DEPOSITS	1/30/90	21789-01
130400 MINIMUM RENT	2/01/90	21391-01
131700 CAM CHARGES	2/01/90	21391-02
132300 INSURANCE	2/01/90	21391-03
134200 R.E. TAX REIMB.	2/01/90	21391-04
130400 MINIMUM RENT	3/01/90	22554-01
131700 CAM CHARGES	3/01/90	22554-02
132300 INSURANCE	3/01/90	22554-03
134200 R.E. TAX REIMB.	3/01/90	22554-04
130400 MINIMUM RENT	4/01/90	23741-01
131700 CAM CHARGES	4/01/90	23741-02
132300 INSURANCE	4/01/90	23741-03
134200 R.E. TAX REIMB.	4/01/90	23741-04
130400 MINIMUM RENT	4/23/90	91030-17
131700 CAM CHARGES	4/23/90	91030-18
134200 R.E. TAX REIMB.	4/23/90	91030-19
132300 INSURANCE	4/23/90	91030-20
130400 MINIMUM RENT	4/23/90	91030-21
131700 CAM CHARGES	4/23/90	91030-22
134200 R.E. TAX REIMB.	4/23/90	91030-23
132300 INSURANCE	4/23/90	91030-24
130400 MINIMUM RENT	4/23/90	91030-25
131700 CAM CHARGES	4/23/90	91030-26

*TOTAL OUTSTANDING FOR ALDERMAN BOBBY RUSH

TOTAL OUTSTANDING FOR LAKE MEADOWS SHOPPING CTR

*****TOTAL OUTSTANDING

S. d. b. / S. d. c.

1992

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DK000086

OF/DRA AS OF 4/23/90

PAGE 1

INV. AMOUNT PAYMENTS DATE PD. A/R BALANCE

0006C TEL#

01-027-6650

627.00	11/84	627.00	3/30/90	.00
343.87	11/26	343.87	3/30/90	.00
145.58		145.58	3/30/90	.00
10.04		10.04	3/30/90	.00
627.00	11/19	627.00	3/30/90	.00
343.87		343.87	3/30/90	.00
145.58		145.58	3/30/90	.00
10.04		10.04	3/30/90	.00
627.00	11/10	627.00	3/30/90	.00
343.87		120.02	3/30/90	223.85
145.58		.00		145.58
10.04		.00		10.04
1,881.00	S.D. charge	.00		1,881.00
627.00		.00		627.00
343.87		.00		343.87
10.04	2	.00		10.04
145.58		.00		145.58
627.00		.00		627.00
343.87	3	.00		343.87
10.04		.00		10.04
145.58		.00		145.58
627.00	4/190	.00		627.00
343.87		.00		343.87
10.04		.00		10.04
145.58		.00		145.58
.00		627.00	4/23/90	627.00
.00		343.87	4/23/90	343.87
.00		145.58	4/23/90	145.58
.00		10.04	4/23/90	10.04
.00		627.00	4/23/90	627.00
.00		343.87	4/23/90	343.87
.00		145.58	4/23/90	145.58
.00		10.04	4/23/90	10.04
.00		627.00	4/23/90	627.00
.00		120.02	4/23/90	120.02
8,639.94		.00		8,639.94

8,639.94 .00 8,639.94 ?

8,639.94 .00 8,639.94

S.D. by site

272

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COE.RUSH.000495

DK000087

EXHIBIT 13

ccupant: Occupant: Congressman Bobby Rush From 1/1/2007 to 10/24/2013

aster Occupant ID		Balance Forward:	0.00
ddress Id:		Charges (Debit)	[Inducted]
ldgid	179800	Receipts (Credit)	[Inducted]
esseID	SECO01	Prepaid:	0.00
ncome Category:	All	Net	[Inducted]
ceipt Type Id	All	Security Deposit	0.00
pt Descriptor	All		

ac Date	BatchID	Bldgid	Lease ID	Sr Description	Charges (Debit)	Receipts (Credit)	RcptRcptDesc	Balance Invc
---------	---------	--------	----------	----------------	-----------------	-------------------	--------------	--------------

Inducted

COE.RUSH.001030

redacted

CAM	1/1/2007	H0014088	179800	SECO01	CH AUTOCHRG #T1/31/2007	500.00	0.00	500.00
INS	1/1/2007	H0014088	179800	SECO01	CH AUTOCHRG #T1/31/2007	19.00	0.00	519.00
RET	1/1/2007	H0014088	179800	SECO01	CH AUTOCHRG #T1/31/2007	253.00	0.00	772.00
STR	1/1/2007	H0014088	179800	SECO01	CH AUTOCHRG #T1/31/2007	627.00	0.00	1,399.00
CAM	2/1/2007	H0014255	179800	SECO01	CH AUTOCHRG #T2/28/2007	500.00	0.00	1,899.00
INS	2/1/2007	H0014255	179800	SECO01	CH AUTOCHRG #T2/28/2007	19.00	0.00	1,918.00
RET	2/1/2007	H0014255	179800	SECO01	CH AUTOCHRG #T2/28/2007	253.00	0.00	2,171.00
STR	2/1/2007	H0014255	179800	SECO01	CH AUTOCHRG #T2/28/2007	627.00	0.00	2,798.00
CAM	3/1/2007	H0014445	179800	SECO01	CH AUTOCHRG #T3/31/2007	500.00	0.00	3,298.00
INS	3/1/2007	H0014445	179800	SECO01	CH AUTOCHRG #T3/31/2007	19.00	0.00	3,317.00
RET	3/1/2007	H0014445	179800	SECO01	CH AUTOCHRG #T3/31/2007	253.00	0.00	3,570.00
STR	3/1/2007	H0014445	179800	SECO01	CH AUTOCHRG #T3/31/2007	627.00	0.00	4,197.00
CAM	4/1/2007	H0014530	179800	SECO01	CH 2006 CAM Rec.	880.07	0.00	5,077.07
INS	4/1/2007	H0014530	179800	SECO01	CH 2006 Insurance Reconciliation	69.03	0.00	5,146.10
RET	4/1/2007	H0014530	179800	SECO01	CH AUTOCHRG #T4/30/2007	500.00	0.00	5,646.10
STR	4/1/2007	H0014530	179800	SECO01	CH AUTOCHRG #T4/30/2007	19.00	0.00	5,665.10
CAM	5/1/2007	H0014766	179800	SECO01	CH AUTOCHRG #T5/31/2007	253.00	0.00	5,918.10
INS	5/1/2007	H0014766	179800	SECO01	CH AUTOCHRG #T5/31/2007	627.00	0.00	6,545.10
RET	5/1/2007	H0014766	179800	SECO01	CH AUTOCHRG #T5/31/2007	500.00	0.00	7,045.10
STR	5/1/2007	H0014766	179800	SECO01	CH AUTOCHRG #T5/31/2007	19.00	0.00	7,064.10
CAM	6/1/2007	H0014949	179800	SECO01	CH AUTOCHRG #T6/30/2007	253.00	0.00	7,317.10
INS	6/1/2007	H0014949	179800	SECO01	CH AUTOCHRG #T6/30/2007	627.00	0.00	7,944.10
RET	6/1/2007	H0014949	179800	SECO01	CH AUTOCHRG #T6/30/2007	500.00	0.00	8,444.10
STR	6/1/2007	H0014949	179800	SECO01	CH AUTOCHRG #T6/30/2007	19.00	0.00	8,463.10
CAM	7/1/2007	H0015134	179800	SECO01	CH AUTOCHRG #T7/31/2007	253.00	0.00	8,716.10
INS	7/1/2007	H0015134	179800	SECO01	CH AUTOCHRG #T7/31/2007	627.00	0.00	9,343.10
RET	7/1/2007	H0015134	179800	SECO01	CH AUTOCHRG #T7/31/2007	500.00	0.00	9,843.10
STR	7/1/2007	H0015134	179800	SECO01	CH AUTOCHRG #T7/31/2007	19.00	0.00	9,862.10
CAM	8/1/2007	H0015287	179800	SECO01	CH AUTOCHRG #T8/31/2007	253.00	0.00	10,115.10
INS	8/1/2007	H0015287	179800	SECO01	CH AUTOCHRG #T8/31/2007	627.00	0.00	10,742.10
RET	8/1/2007	H0015287	179800	SECO01	CH AUTOCHRG #T8/31/2007	500.00	0.00	11,242.10
STR	8/1/2007	H0015287	179800	SECO01	CH AUTOCHRG #T8/31/2007	19.00	0.00	11,261.10
CAM	9/1/2007	H0015470	179800	SECO01	CH AUTOCHRG #T9/30/2007	253.00	0.00	11,514.10
INS	9/1/2007	H0015470	179800	SECO01	CH AUTOCHRG #T9/30/2007	627.00	0.00	12,141.10
RET	9/1/2007	H0015470	179800	SECO01	CH AUTOCHRG #T9/30/2007	500.00	0.00	12,641.10
STR	9/1/2007	H0015470	179800	SECO01	CH AUTOCHRG #T9/30/2007	19.00	0.00	12,660.10
CAM	10/1/2007	H0015616	179800	SECO01	CH AUTOCHRG #T10/31/2007	253.00	0.00	12,913.10
INS	10/1/2007	H0015616	179800	SECO01	CH AUTOCHRG #T10/31/2007	627.00	0.00	13,540.10
RET	10/1/2007	H0015616	179800	SECO01	CH AUTOCHRG #T10/31/2007	500.00	0.00	14,040.10

COE.RUSH.001031

INS 10/1/2007	H0015616 179800	SECC01	CH AUTOCHRG #710/31/2007	19.00	0.00	14,059.10
RET 10/1/2007	H0015616 179800	SECC01	CH AUTOCHRG #710/31/2007	253.00	0.00	14,312.10
STR 10/1/2007	H0015616 179800	SECC01	CH AUTOCHRG #710/31/2007	627.00	0.00	14,939.10
CAM 11/1/2007	H0015794 179800	SECC01	CH AUTOCHRG #711/30/2007	500.00	0.00	15,439.10
INS 11/1/2007	H0015794 179800	SECC01	CH AUTOCHRG #711/30/2007	19.00	0.00	15,458.10
RET 11/1/2007	H0015794 179800	SECC01	CH AUTOCHRG #711/30/2007	253.00	0.00	15,711.10
STR 11/1/2007	H0015794 179800	SECC01	CH AUTOCHRG #711/30/2007	627.00	0.00	16,338.10
REF 11/12/2007	H0015931 179800	SECC01	CH 2006 RETAX Reconciliation	1,541.94	0.00	17,880.04
CAM 12/1/2007	H0015969 179800	SECC01	CH AUTOCHRG #712/31/2007	500.00	0.00	18,380.04
INS 12/1/2007	H0015969 179800	SECC01	CH AUTOCHRG #712/31/2007	19.00	0.00	18,399.04
RET 12/1/2007	H0015969 179800	SECC01	CH AUTOCHRG #712/31/2007	253.00	0.00	18,652.04
STR 12/1/2007	H0015969 179800	SECC01	CH AUTOCHRG #712/31/2007	627.00	0.00	19,279.04
CAM 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-6,000.00	13,279.04
CPY 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-880.07	12,398.97
INS 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-228.00	12,170.97
IPY 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-69.03	12,101.94
RET 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-3,016.00	9,085.94
REF 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-1,541.94	7,544.00
STR 12/10/2007	H0016107 179800	SECC01	NC w/o 2007 charges	0.00	-7,524.00	0.00
CAM 1/1/2008	H0016148 179800	SECC01	CH AUTOCHRG #71/31/2008	500.00	0.00	500.00
INS 1/1/2008	H0016148 179800	SECC01	CH AUTOCHRG #71/31/2008	19.00	0.00	519.00
RET 1/1/2008	H0016148 179800	SECC01	CH AUTOCHRG #71/31/2008	253.00	0.00	772.00
STR 1/1/2008	H0016148 179800	SECC01	CH AUTOCHRG #71/31/2008	627.00	0.00	1,399.00
CAM 2/1/2008	H0016322 179800	SECC01	CH AUTOCHRG #72/29/2008	500.00	0.00	1,899.00
INS 2/1/2008	H0016322 179800	SECC01	CH AUTOCHRG #72/29/2008	19.00	0.00	1,918.00
RET 2/1/2008	H0016322 179800	SECC01	CH AUTOCHRG #72/29/2008	253.00	0.00	2,171.00
STR 2/1/2008	H0016322 179800	SECC01	CH AUTOCHRG #72/29/2008	627.00	0.00	2,798.00
CPY 2/15/2008	H0016489 179800	SECC01	CH '07 CAM Reconciliation	1,173.84	0.00	3,971.84
IPY 2/15/2008	H0016490 179800	SECC01	CH '07 Insurance Reconciliation	44.36	0.00	4,016.20
CAM 3/1/2008	H0016498 179800	SECC01	CH AUTOCHRG #73/31/2008	500.00	0.00	4,516.20
INS 3/1/2008	H0016498 179800	SECC01	CH AUTOCHRG #73/31/2008	19.00	0.00	4,535.20
RET 3/1/2008	H0016498 179800	SECC01	CH AUTOCHRG #73/31/2008	253.00	0.00	4,788.20
STR 3/1/2008	H0016498 179800	SECC01	CH AUTOCHRG #73/31/2008	627.00	0.00	5,415.20
CAM 4/1/2008	H0016709 179800	SECC01	CH AUTOCHRG #74/30/2008	500.00	0.00	5,915.20
INS 4/1/2008	H0016709 179800	SECC01	CH AUTOCHRG #74/30/2008	19.00	0.00	5,934.20
RET 4/1/2008	H0016709 179800	SECC01	CH AUTOCHRG #74/30/2008	253.00	0.00	6,187.20
STR 4/1/2008	H0016709 179800	SECC01	CH AUTOCHRG #74/30/2008	627.00	0.00	6,814.20
CAM 5/1/2008	H0016944 179800	SECC01	CH AUTOCHRG #75/31/2008	500.00	0.00	7,314.20
INS 5/1/2008	H0016944 179800	SECC01	CH AUTOCHRG #75/31/2008	19.00	0.00	7,333.20
RET 5/1/2008	H0016944 179800	SECC01	CH AUTOCHRG #75/31/2008	253.00	0.00	7,586.20
STR 5/1/2008	H0016944 179800	SECC01	CH AUTOCHRG #75/31/2008	627.00	0.00	8,213.20
CAM 6/1/2008	H0017143 179800	SECC01	CH AUTOCHRG #76/30/2008	500.00	0.00	8,713.20
INS 6/1/2008	H0017143 179800	SECC01	CH AUTOCHRG #76/30/2008	19.00	0.00	8,732.20
RET 6/1/2008	H0017143 179800	SECC01	CH AUTOCHRG #76/30/2008	253.00	0.00	8,985.20
STR 6/1/2008	H0017143 179800	SECC01	CH AUTOCHRG #76/30/2008	627.00	0.00	9,612.20
CAM 7/1/2008	H0017369 179800	SECC01	CH AUTOCHRG #77/31/2008	500.00	0.00	10,112.20
INS 7/1/2008	H0017369 179800	SECC01	CH AUTOCHRG #77/31/2008	19.00	0.00	10,131.20
RET 7/1/2008	H0017369 179800	SECC01	CH AUTOCHRG #77/31/2008	253.00	0.00	10,384.20
STR 7/1/2008	H0017369 179800	SECC01	CH AUTOCHRG #77/31/2008	627.00	0.00	11,011.20
CAM 8/1/2008	H0017602 179800	SECC01	CH AUTOCHRG #78/31/2008	500.00	0.00	11,511.20
INS 8/1/2008	H0017602 179800	SECC01	CH AUTOCHRG #78/31/2008	19.00	0.00	11,530.20
RET 8/1/2008	H0017602 179800	SECC01	CH AUTOCHRG #78/31/2008	253.00	0.00	11,783.20
STR 8/1/2008	H0017602 179800	SECC01	CH AUTOCHRG #78/31/2008	627.00	0.00	12,410.20
CAM 9/1/2008	H0017834 179800	SECC01	CH AUTOCHRG #79/30/2008	500.00	0.00	12,910.20
INS 9/1/2008	H0017834 179800	SECC01	CH AUTOCHRG #79/30/2008	19.00	0.00	12,929.20
RET 9/1/2008	H0017834 179800	SECC01	CH AUTOCHRG #79/30/2008	253.00	0.00	13,182.20
STR 9/1/2008	H0017834 179800	SECC01	CH AUTOCHRG #79/30/2008	627.00	0.00	13,809.20
CAM 10/1/2008	H0018043 179800	SECC01	CH AUTOCHRG #710/31/2008	500.00	0.00	14,309.20
INS 10/1/2008	H0018043 179800	SECC01	CH AUTOCHRG #710/31/2008	19.00	0.00	14,328.20
RET 10/1/2008	H0018043 179800	SECC01	CH AUTOCHRG #710/31/2008	253.00	0.00	14,581.20
STR 10/1/2008	H0018043 179800	SECC01	CH AUTOCHRG #710/31/2008	627.00	0.00	15,208.20

COE.RUSH.001032

RPY 10/10/2008	H0018229	179800	SECO01	CH 2007 RSTax reconciliation	1,493.07	0.00	16,701.27
CAM 11/1/2008	H0018277	179800	SECO01	CH AUTOCHRG #711/10/2008	500.00	0.00	17,201.27
INS 11/1/2008	H0018277	179800	SECO01	CH AUTOCHRG #711/10/2008	19.00	0.00	17,220.27
RET 11/1/2008	H0018277	179800	SECO01	CH AUTOCHRG #711/10/2008	253.00	0.00	17,473.27
STR 11/1/2008	H0018277	179800	SECO01	CH AUTOCHRG #711/10/2008	627.00	0.00	18,100.27
CAM 12/1/2008	H0018477	179800	SECO01	CH AUTOCHRG #712/11/2008	500.00	0.00	18,600.27
INS 12/1/2008	H0018477	179800	SECO01	CH AUTOCHRG #712/11/2008	19.00	0.00	18,619.27
RET 12/1/2008	H0018477	179800	SECO01	CH AUTOCHRG #712/11/2008	253.00	0.00	18,872.27
STR 12/1/2008	H0018477	179800	SECO01	CH AUTOCHRG #712/11/2008	627.00	0.00	19,499.27
CAM 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-6,000.00	13,499.27
CPY 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-1,173.84	12,325.43
INS 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-228.00	12,097.43
IPY 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-44.36	12,053.07
RET 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-9,036.00	9,017.07
RPY 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-1,493.07	7,524.00
STR 12/8/2008	H0018620	179800	SECO01	MO w/o 2008 balance	0.00	-7,524.00	0.00
CAM 12/8/2008	H0018621	179800	SECO01	PR CreditApply	6,000.00	0.00	6,000.00
CPY 12/8/2008	H0018621	179800	SECO01	PR CreditApply	1,173.84	0.00	7,173.84
INS 12/8/2008	H0018621	179800	SECO01	PR CreditApply	228.00	0.00	7,401.84
IPY 12/8/2008	H0018621	179800	SECO01	PR CreditApply	44.36	0.00	7,446.20
RET 12/8/2008	H0018621	179800	SECO01	PR CreditApply	3,036.00	0.00	10,482.20
RPY 12/8/2008	H0018621	179800	SECO01	PR CreditApply	1,493.07	0.00	11,975.27
STR 12/8/2008	H0018621	179800	SECO01	PR CreditApply	7,524.00	0.00	19,499.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	18,999.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	18,499.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	17,999.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	17,499.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	16,999.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	16,499.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	15,999.27
CAM 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	15,499.27
~M 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	14,999.27
12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	14,499.27
12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	13,999.27
12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-500.00 APL	13,499.27
CPY 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-1,173.84 APL	12,325.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,306.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,287.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,268.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,249.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,230.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,211.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,192.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,173.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,154.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,135.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,116.43
INS 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-19.00 APL	12,097.43
IPY 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-44.36 APL	12,053.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	11,800.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	11,547.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	11,294.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	11,041.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,788.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,535.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,282.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,029.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,776.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,523.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,270.07
RET 12/8/2008	H0018621	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,017.07

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RFY 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-1,493.07 APL	7,526.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	6,899.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	6,272.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	5,643.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	5,016.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	4,389.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	3,762.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	3,135.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	2,508.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	1,881.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	1,254.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	627.00
STR 12/8/2008	H0018621	179800	SECC01	CR CreditApply	0.00	-627.00 APL	0.00
CAM 1/1/2009	H0018671	179800	SECC01	CH AUTOCHRG #71/31/2009	500.00	0.00	500.00
INS 1/1/2009	H0018671	179800	SECC01	CH AUTOCHRG #71/31/2009	19.00	0.00	519.00
RET 1/1/2009	H0018671	179800	SECC01	CH AUTOCHRG #71/31/2009	253.00	0.00	772.00
STR 1/1/2009	H0018671	179800	SECC01	CH AUTOCHRG #71/31/2009	627.00	0.00	1,399.00
CAM 2/1/2009	H0018859	179800	SECC01	CH AUTOCHRG #72/28/2009	500.00	0.00	1,899.00
INS 2/1/2009	H0018859	179800	SECC01	CH AUTOCHRG #72/28/2009	19.00	0.00	1,918.00
RET 2/1/2009	H0018859	179800	SECC01	CH AUTOCHRG #72/28/2009	253.00	0.00	2,171.00
STR 2/1/2009	H0018859	179800	SECC01	CH AUTOCHRG #72/28/2009	627.00	0.00	2,798.00
CAM 3/1/2009	H0019080	179800	SECC01	CH AUTOCHRG #73/31/2009	500.00	0.00	3,298.00
INS 3/1/2009	H0019080	179800	SECC01	CH AUTOCHRG #73/31/2009	19.00	0.00	3,317.00
RET 3/1/2009	H0019080	179800	SECC01	CH AUTOCHRG #73/31/2009	253.00	0.00	3,570.00
STR 3/1/2009	H0019080	179800	SECC01	CH AUTOCHRG #73/31/2009	627.00	0.00	4,197.00
CFY 3/4/2009	H0019139	179800	SECC01	CH 2008 CAM Reconciliation	1,696.35	0.00	5,893.35
IFT 3/4/2009	H0019139	179800	SECC01	CH 2008 Insurance Reconciliation	19.32	0.00	5,914.67
CAM 4/1/2009	H0019317	179800	SECC01	CH AUTOCHRG #74/30/2009	500.00	0.00	6,414.67
INS 4/1/2009	H0019317	179800	SECC01	CH AUTOCHRG #74/30/2009	19.00	0.00	6,433.67
RET 4/1/2009	H0019317	179800	SECC01	CH AUTOCHRG #74/30/2009	253.00	0.00	6,686.67
STR 4/1/2009	H0019317	179800	SECC01	CH AUTOCHRG #74/30/2009	627.00	0.00	7,313.67
CAM 5/1/2009	H0019542	179800	SECC01	CH AUTOCHRG #75/31/2009	500.00	0.00	7,813.67
INS 5/1/2009	H0019542	179800	SECC01	CH AUTOCHRG #75/31/2009	19.00	0.00	7,832.67
RET 5/1/2009	H0019542	179800	SECC01	CH AUTOCHRG #75/31/2009	253.00	0.00	8,085.67
STR 5/1/2009	H0019542	179800	SECC01	CH AUTOCHRG #75/31/2009	627.00	0.00	8,712.67
CAM 6/1/2009	H0019776	179800	SECC01	CH AUTOCHRG #76/30/2009	500.00	0.00	9,212.67
INS 6/1/2009	H0019776	179800	SECC01	CH AUTOCHRG #76/30/2009	19.00	0.00	9,231.67
RET 6/1/2009	H0019776	179800	SECC01	CH AUTOCHRG #76/30/2009	253.00	0.00	9,484.67
STR 6/1/2009	H0019776	179800	SECC01	CH AUTOCHRG #76/30/2009	627.00	0.00	10,111.67
CAM 7/1/2009	H0020001	179800	SECC01	CH AUTOCHRG #77/31/2009	500.00	0.00	10,611.67
INS 7/1/2009	H0020001	179800	SECC01	CH AUTOCHRG #77/31/2009	19.00	0.00	10,630.67
RET 7/1/2009	H0020001	179800	SECC01	CH AUTOCHRG #77/31/2009	253.00	0.00	10,883.67
STR 7/1/2009	H0020001	179800	SECC01	CH AUTOCHRG #77/31/2009	627.00	0.00	11,510.67
CAM 8/1/2009	H0020221	179800	SECC01	CH AUTOCHRG #78/31/2009	500.00	0.00	12,010.67
INS 8/1/2009	H0020221	179800	SECC01	CH AUTOCHRG #78/31/2009	19.00	0.00	12,029.67
RET 8/1/2009	H0020221	179800	SECC01	CH AUTOCHRG #78/31/2009	253.00	0.00	12,282.67
STR 8/1/2009	H0020221	179800	SECC01	CH AUTOCHRG #78/31/2009	627.00	0.00	12,909.67
CAM 9/1/2009	H0020419	179800	SECC01	CH AUTOCHRG #79/30/2009	500.00	0.00	13,409.67
INS 9/1/2009	H0020419	179800	SECC01	CH AUTOCHRG #79/30/2009	19.00	0.00	13,428.67
RET 9/1/2009	H0020419	179800	SECC01	CH AUTOCHRG #79/30/2009	253.00	0.00	13,681.67
STR 9/1/2009	H0020419	179800	SECC01	CH AUTOCHRG #79/30/2009	627.00	0.00	14,308.67
CAM 10/1/2009	H0020620	179800	SECC01	CH AUTOCHRG #710/31/2009	500.00	0.00	14,808.67
INS 10/1/2009	H0020620	179800	SECC01	CH AUTOCHRG #710/31/2009	19.00	0.00	14,827.67
RET 10/1/2009	H0020620	179800	SECC01	CH AUTOCHRG #710/31/2009	253.00	0.00	15,080.67
STR 10/1/2009	H0020620	179800	SECC01	CH AUTOCHRG #710/31/2009	627.00	0.00	15,707.67
CAM 11/1/2009	H0020858	179800	SECC01	CH AUTOCHRG #711/30/2009	500.00	0.00	16,207.67
INS 11/1/2009	H0020858	179800	SECC01	CH AUTOCHRG #711/30/2009	19.00	0.00	16,226.67
RET 11/1/2009	H0020858	179800	SECC01	CH AUTOCHRG #711/30/2009	253.00	0.00	16,479.67
STR 11/1/2009	H0020858	179800	SECC01	CH AUTOCHRG #711/30/2009	627.00	0.00	17,106.67
RFY 12/11/2009	H0021045	179800	SECC01	CH 2008 RETax Reconciliation	1,538.51	0.00	18,645.18
CAM 12/1/2009	H0021098	179800	SECC01	CH AUTOCHRG #712/31/2009	500.00	0.00	19,145.18

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INS 12/1/2009	H0021089	179800	SECO01	CH AUTOCHRG #712/31/2009	19.00	0.00	19,164.18
RET 12/1/2009	H0021085	179800	SECO01	CH AUTOCHRG #712/31/2009	253.00	0.00	19,417.18
STR 12/1/2009	H0021088	179800	SECO01	CH AUTOCHRG #712/31/2009	627.00	0.00	20,044.18
CAM 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-6,000.00	14,044.18
CPY 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-1,698.35	12,345.83
INS 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-228.00	12,117.83
IPY 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-19.32	12,098.51
RET 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-3,036.00	9,062.51
RPY 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-1,538.51	7,524.00
STR 12/7/2009	H0021234	179800	SECO01	WO w/o '09 balances	0.00	-7,524.00	0.00
CAM 12/7/2009	H0021235	179800	SECO01	PR CreditApply	6,000.00	0.00	6,000.00
CPY 12/7/2009	H0021235	179800	SECO01	PR CreditApply	1,698.35	0.00	7,698.35
INS 12/7/2009	H0021235	179800	SECO01	PR CreditApply	228.00	0.00	7,926.35
IPY 12/7/2009	H0021235	179800	SECO01	PR CreditApply	19.32	0.00	7,945.67
RET 12/7/2009	H0021235	179800	SECO01	PR CreditApply	3,036.00	0.00	10,981.67
RPY 12/7/2009	H0021235	179800	SECO01	PR CreditApply	1,538.51	0.00	12,520.18
STR 12/7/2009	H0021235	179800	SECO01	PR CreditApply	7,524.00	0.00	20,044.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	19,417.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	18,790.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	18,163.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	17,536.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	16,909.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	16,282.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	15,655.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	15,028.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	14,401.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	13,774.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	13,147.18
STR 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-627.00 APL	12,520.18
RPY 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-1,538.51 APL	10,981.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,728.67
12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,475.67
12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	10,222.67
12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,969.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,716.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,463.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	9,210.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	8,957.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	8,704.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	8,451.67
RET 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-253.00 APL	8,198.67
IPY 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.32 APL	7,945.67
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,926.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,907.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,888.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,869.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,850.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,831.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,812.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,793.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,774.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,755.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,736.35
INS 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-19.00 APL	7,717.35
CPY 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-1,698.35 APL	6,000.00
CAM 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-500.00 APL	5,500.00
CAM 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-500.00 APL	5,000.00
CAM 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-500.00 APL	4,500.00
CAM 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-500.00 APL	4,000.00
CAM 12/7/2009	H0021235	179800	SECO01	CR CreditApply	0.00	-500.00 APL	3,500.00

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CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	3,000.00
CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	2,500.00
CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	2,000.00
CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	1,500.00
CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	1,000.00
CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	500.00
CAM 12/7/2009	H0021235	179800	SECC01	CR CreditApply	0.00	-500.00	APL	0.00
CAM 1/1/2010	H0021295	179800	SECC01	CH AUTOCHRG #71/31/2010	500.00	0.00		500.00
INS 1/1/2010	H0021295	179800	SECC01	CH AUTOCHRG #71/31/2010	19.00	0.00		519.00
RET 1/1/2010	H0021295	179800	SECC01	CH AUTOCHRG #71/31/2010	253.00	0.00		772.00
STR 1/1/2010	H0021295	179800	SECC01	CH AUTOCHRG #71/31/2010	627.00	0.00		1,399.00
CAM 2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	500.00	0.00		1,899.00
INS 2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	19.00	0.00		1,918.00
RET 2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	253.00	0.00		2,171.00
STR 2/1/2010	H0021508	179800	SECC01	CH AUTOCHRG #72/28/2010	627.00	0.00		2,798.00
CAM 3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	500.00	0.00		3,298.00
INS 3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	19.00	0.00		3,317.00
RET 3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	253.00	0.00		3,570.00
STR 3/1/2010	H0021733	179800	SECC01	CH AUTOCHRG #73/31/2010	627.00	0.00		4,197.00
IPY 3/1/2010	H0021820	179800	SECC01	CH 2009 INS Reconciliation	28.35	0.00		4,225.35
CPY 3/1/2010	H0021820	179800	SECC01	CH 2009 CAM Reconciliation	1,404.51	0.00		5,629.86
CAM 4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	500.00	0.00		6,129.86
INS 4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	19.00	0.00		6,148.86
RET 4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	253.00	0.00		6,401.86
STR 4/1/2010	H0021961	179800	SECC01	CH AUTOCHRG #74/30/2010	627.00	0.00		7,028.86
CAM 5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	500.00	0.00		7,528.86
INS 5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	19.00	0.00		7,547.86
RET 5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	253.00	0.00		7,800.86
STR 5/1/2010	H0022189	179800	SECC01	CH AUTOCHRG #75/31/2010	627.00	0.00		8,427.86
CAM 6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	500.00	0.00		8,927.86
INS 6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	19.00	0.00		8,946.86
RET 6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	253.00	0.00		9,199.86
STR 6/1/2010	H0022401	179800	SECC01	CH AUTOCHRG #76/30/2010	627.00	0.00		9,826.86
IPY 7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	500.00	0.00		10,326.86
INS 7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	19.00	0.00		10,345.86
RET 7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	253.00	0.00		10,598.86
STR 7/1/2010	H0022604	179800	SECC01	CH AUTOCHRG #77/31/2010	627.00	0.00		11,225.86
CAM 8/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #78/31/2010	500.00	0.00		11,725.86
INS 8/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #78/31/2010	19.00	0.00		11,744.86
RET 8/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #78/31/2010	253.00	0.00		11,997.86
STR 8/1/2010	H0022824	179800	SECC01	CH AUTOCHRG #78/31/2010	627.00	0.00		12,624.86
CAM 9/1/2010	H0023021	179800	SECC01	CH AUTOCHRG #79/30/2010	500.00	0.00		13,124.86
INS 9/1/2010	H0023021	179800	SECC01	CH AUTOCHRG #79/30/2010	19.00	0.00		13,143.86
RET 9/1/2010	H0023021	179800	SECC01	CH AUTOCHRG #79/30/2010	253.00	0.00		13,396.86
STR 9/1/2010	H0023021	179800	SECC01	CH AUTOCHRG #79/30/2010	627.00	0.00		14,023.86
CAM 10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #710/31/2010	500.00	0.00		14,523.86
INS 10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #710/31/2010	19.00	0.00		14,542.86
RET 10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #710/31/2010	253.00	0.00		14,795.86
STR 10/1/2010	H0023233	179800	SECC01	CH AUTOCHRG #710/31/2010	627.00	0.00		15,422.86
CAM 11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #711/30/2010	500.00	0.00		15,922.86
INS 11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #711/30/2010	19.00	0.00		15,941.86
RET 11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #711/30/2010	253.00	0.00		16,194.86
STR 11/1/2010	H0023451	179800	SECC01	CH AUTOCHRG #711/30/2010	627.00	0.00		16,821.86
CAM 12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #712/31/2010	500.00	0.00		17,321.86
INS 12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #712/31/2010	19.00	0.00		17,340.86
RET 12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #712/31/2010	253.00	0.00		17,593.86
STR 12/1/2010	H0023669	179800	SECC01	CH AUTOCHRG #712/31/2010	627.00	0.00		18,220.86
RPY 12/1/2010	H0023737	179800	SECC01	CH 2009 RETAX Reconciliation	4,192.57	0.00		22,413.43
CAM 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-6,080.00		16,413.43
CPY 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-1,404.51		15,008.92
INS 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-228.00		14,780.92

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IPY 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-28.35	14,752.57
RET 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-3,036.00	11,716.57
RPY 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-4,192.57	7,524.00
STR 12/3/2010	H0023771	179800	SECC01	NO w/o year-end balances	0.00	-7,524.00	0.00
CAM 12/3/2010	H0023775	179800	SECC01	PR CreditApply	6,000.00	0.00	6,000.00
CPY 12/3/2010	H0023775	179800	SECC01	PR CreditApply	1,404.51	0.00	7,404.51
INS 12/3/2010	H0023775	179800	SECC01	PR CreditApply	228.00	0.00	7,632.51
IPY 12/3/2010	H0023775	179800	SECC01	PR CreditApply	28.35	0.00	7,660.86
RET 12/3/2010	H0023775	179800	SECC01	PR CreditApply	3,036.00	0.00	10,696.86
RPY 12/3/2010	H0023775	179800	SECC01	PR CreditApply	4,192.57	0.00	14,889.43
STR 12/3/2010	H0023775	179800	SECC01	PR CreditApply	7,524.00	0.00	22,413.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	21,913.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	21,413.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	20,913.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	20,413.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	19,913.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	19,413.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	18,913.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	18,413.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	17,913.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	17,413.43
CAM 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	16,913.43
CPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-500.00 APL	16,413.43
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	15,008.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,989.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,970.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,951.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,932.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,913.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,894.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,875.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,856.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,837.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,818.92
INS 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-19.00 APL	14,799.92
IPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-28.35 APL	14,752.57
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	14,499.57
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	14,246.57
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	13,993.57
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	13,740.57
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	13,487.57
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	13,234.57
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	12,981.57
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	12,728.57
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	12,475.57
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	12,222.57
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	11,969.57
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-253.00 APL	11,716.57
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-4,192.57 APL	7,524.00
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	6,897.00
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	6,270.00
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	5,643.00
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	5,016.00
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	4,389.00
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	3,762.00
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	3,135.00
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	2,508.00
RET 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	1,881.00
RPY 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	1,254.00
STR 12/3/2010	H0023775	179800	SECC01	CR CreditApply	0.00	-627.00 APL	627.00

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STR 12/3/2010	H0023775 179800	SECC01	CR CreditApply	0.00	-627.00 APL	0.00
CAM 1/1/2011	H0023854 179800	SECC01	CH AUTOCHRG 071/31/2011	500.00	0.00	500.00
INS 1/1/2011	H0023854 179800	SECC01	CH AUTOCHRG 071/31/2011	19.00	0.00	519.00
RET 1/1/2011	H0023854 179800	SECC01	CH AUTOCHRG 071/31/2011 BR	600.00	0.00	1,119.00
STR 1/1/2011	H0023854 179800	SECC01	CH AUTOCHRG 071/31/2011	627.00	0.00	1,746.00
CAM 2/1/2011	H0024062 179800	SECC01	CH AUTOCHRG 072/28/2011	500.00	0.00	2,246.00
INS 2/1/2011	H0024062 179800	SECC01	CH AUTOCHRG 072/28/2011	19.00	0.00	2,265.00
RET 2/1/2011	H0024062 179800	SECC01	CH AUTOCHRG 072/28/2011	600.00	0.00	2,865.00
STR 2/1/2011	H0024062 179800	SECC01	CH AUTOCHRG 072/28/2011	627.00	0.00	3,492.00
CAM 3/1/2011	H0024238 179800	SECC01	CH AUTOCHRG 073/31/2011	500.00	0.00	3,992.00
INS 3/1/2011	H0024238 179800	SECC01	CH AUTOCHRG 073/31/2011	19.00	0.00	4,011.00
RET 3/1/2011	H0024238 179800	SECC01	CH AUTOCHRG 073/31/2011	600.00	0.00	4,611.00
STR 3/1/2011	H0024238 179800	SECC01	CH AUTOCHRG 073/31/2011	627.00	0.00	5,238.00
CAM 4/1/2011	H0024441 179800	SECC01	CH AUTOCHRG 074/30/2011	500.00	0.00	5,738.00
INS 4/1/2011	H0024441 179800	SECC01	CH AUTOCHRG 074/30/2011	19.00	0.00	5,757.00
RET 4/1/2011	H0024441 179800	SECC01	CH AUTOCHRG 074/30/2011	600.00	0.00	6,357.00
STR 4/1/2011	H0024441 179800	SECC01	CH AUTOCHRG 074/30/2011	627.00	0.00	6,984.00
CAM 5/1/2011	H0024626 179800	SECC01	CH AUTOCHRG 075/31/2011	500.00	0.00	7,484.00
INS 5/1/2011	H0024626 179800	SECC01	CH AUTOCHRG 075/31/2011	19.00	0.00	7,503.00
RET 5/1/2011	H0024626 179800	SECC01	CH AUTOCHRG 075/31/2011	600.00	0.00	8,103.00
STR 5/1/2011	H0024626 179800	SECC01	CH AUTOCHRG 075/31/2011	627.00	0.00	8,730.00
IPY 5/1/2011	H0024804 179800	SECC01	CH 2010 Insurance Reconciliation	17.02	0.00	8,747.02
CPY 5/1/2011	H0024804 179800	SECC01	CH 2010 CAM Reconciliation	1,057.15	0.00	9,804.17
CAM 6/1/2011	H0024822 179800	SECC01	CH AUTOCHRG 076/30/2011	500.00	0.00	10,304.17
INS 6/1/2011	H0024822 179800	SECC01	CH AUTOCHRG 076/30/2011	19.00	0.00	10,323.17
RET 6/1/2011	H0024822 179800	SECC01	CH AUTOCHRG 076/30/2011	600.00	0.00	10,923.17
STR 6/1/2011	H0024822 179800	SECC01	CH AUTOCHRG 076/30/2011	627.00	0.00	11,550.17
CAM 7/1/2011	H0025087 179800	SECC01	CH AUTOCHRG 077/31/2011	500.00	0.00	12,050.17
INS 7/1/2011	H0025087 179800	SECC01	CH AUTOCHRG 077/31/2011	19.00	0.00	12,069.17
RET 7/1/2011	H0025087 179800	SECC01	CH AUTOCHRG 077/31/2011	600.00	0.00	12,669.17
STR 7/1/2011	H0025087 179800	SECC01	CH AUTOCHRG 077/31/2011	627.00	0.00	13,296.17
~TR 7/1/2011	H0025087 179800	SECC01	CH AUTOCHRG 077/31/2011	500.00	0.00	13,796.17
8/1/2011	H0025281 179800	SECC01	CH AUTOCHRG 078/31/2011	19.00	0.00	13,815.17
9/1/2011	H0025281 179800	SECC01	CH AUTOCHRG 078/31/2011	600.00	0.00	14,415.17
10/1/2011	H0025281 179800	SECC01	CH AUTOCHRG 078/31/2011	627.00	0.00	15,042.17
STR 9/1/2011	H0025478 179800	SECC01	CH AUTOCHRG 079/30/2011	500.00	0.00	15,542.17
CAM 9/1/2011	H0025478 179800	SECC01	CH AUTOCHRG 079/30/2011	19.00	0.00	15,561.17
INS 9/1/2011	H0025478 179800	SECC01	CH AUTOCHRG 079/30/2011	600.00	0.00	16,161.17
RET 9/1/2011	H0025478 179800	SECC01	CH AUTOCHRG 079/30/2011	627.00	0.00	16,788.17
STR 9/1/2011	H0025669 179800	SECC01	CH AUTOCHRG 0710/31/2011	500.00	0.00	17,288.17
CAM 10/1/2011	H0025669 179800	SECC01	CH AUTOCHRG 0710/31/2011	19.00	0.00	17,307.17
INS 10/1/2011	H0025669 179800	SECC01	CH AUTOCHRG 0710/31/2011	600.00	0.00	17,907.17
RET 10/1/2011	H0025669 179800	SECC01	CH AUTOCHRG 0710/31/2011	627.00	0.00	18,534.17
STR 10/1/2011	H0025669 179800	SECC01	CH AUTOCHRG 0710/31/2011	600.00	0.00	19,134.17
IPY 10/1/2011	H0025814 179800	SECC01	CH 2010 RETax Reconciliation	2,729.56	0.00	21,863.73
CAM 11/1/2011	H0025871 179800	SECC01	CH AUTOCHRG 0711/30/2011	500.00	0.00	22,363.73
INS 11/1/2011	H0025871 179800	SECC01	CH AUTOCHRG 0711/30/2011	19.00	0.00	22,382.73
RET 11/1/2011	H0025871 179800	SECC01	CH AUTOCHRG 0711/30/2011	600.00	0.00	22,982.73
STR 11/1/2011	H0025871 179800	SECC01	CH AUTOCHRG 0711/30/2011	627.00	0.00	23,609.73
CAM 12/1/2011	H0026071 179800	SECC01	CH AUTOCHRG 0712/31/2011	500.00	0.00	24,109.73
INS 12/1/2011	H0026071 179800	SECC01	CH AUTOCHRG 0712/31/2011	19.00	0.00	24,128.73
RET 12/1/2011	H0026071 179800	SECC01	CH AUTOCHRG 0712/31/2011	600.00	0.00	24,728.73
STR 12/1/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-6,000.00	18,728.73
CAM 12/28/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-1,057.15	17,671.58
CPY 12/28/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-228.00	17,443.58
INS 12/28/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-17.02	17,426.56
RET 12/28/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-7,200.00	10,226.56
STR 12/28/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-2,729.56	7,496.99
IPY 12/28/2011	H0026342 179800	SECC01	WO w/o year end balance	0.00	-7,524.00	0.00
CPY 12/28/2011	H0026343 179800	SECC01	PR CreditApply	6,000.00	0.00	6,000.00
CAM 12/28/2011	H0026343 179800	SECC01	PR CreditApply	1,057.15	0.00	7,057.15

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INS 12/28/2011	H0026343	179800	SECC001	PR CreditApply	228.00	0.00	7,285.15
IPY 12/28/2011	H0026343	179800	SECC001	PR CreditApply	17.02	0.00	7,302.17
RET 12/28/2011	H0026343	179800	SECC001	PR CreditApply	7,200.00	0.00	14,502.17
RFY 12/28/2011	H0026343	179800	SECC001	PR CreditApply	2,779.56	0.00	17,231.73
STR 12/28/2011	H0026343	179800	SECC001	PR CreditApply	7,524.00	0.00	24,755.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	24,255.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	23,755.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	23,255.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	22,755.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	22,255.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	21,755.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	21,255.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	20,755.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	20,255.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	19,755.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	19,255.73
CAM 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-500.00 APL	18,755.73
CPY 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-1,057.15 APL	17,698.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,679.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,660.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,641.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,622.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,603.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,584.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,565.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,546.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,527.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,508.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,489.58
INS 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-19.00 APL	17,470.58
TFY 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-17.02 APL	17,453.56
12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	16,853.56
12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	16,253.56
12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	15,653.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	15,053.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	14,453.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	13,853.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	13,253.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	12,653.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	12,053.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	11,453.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	10,853.56
RET 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-600.00 APL	10,253.56
RFY 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-2,729.56 APL	7,524.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	6,897.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	6,270.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	5,643.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	5,016.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	4,389.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	3,762.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	3,135.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	2,508.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	1,881.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	1,254.00
STR 12/28/2011	H0026343	179800	SECC001	CR CreditApply	0.00	-627.00 APL	627.00
CAM 1/1/2012	H0026298	179800	SECC001	CH AUTOCHRG #71/31/2012	500.00	0.00	500.00
INS 1/1/2012	H0026298	179800	SECC001	CH AUTOCHRG #71/31/2012	19.00	0.00	519.00
RET 1/1/2012	H0026298	179800	SECC001	CH AUTOCHRG #71/31/2012	600.00	0.00	1,119.00
STR 1/1/2012	H0026298	179800	SECC001	CH AUTOCHRG #71/31/2012	627.00	0.00	1,746.00
CAM 1/1/2012	H0026475	179800	SECC001	CH AUTOCHRG #72/29/2012	500.00	0.00	2,246.00

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INS 2/1/2012	H0026475	179800	SECC001	CH AUTOCHRG #72/29/2012	19.00	0.00	2,265.00
RET 2/1/2012	H0026475	179800	SECC001	CH AUTOCHRG #72/29/2012	600.00	0.00	2,865.00
STR 2/1/2012	H0026475	179800	SECC001	CH AUTOCHRG #72/29/2012	627.00	0.00	3,492.00
CAM 3/1/2012	H0026673	179800	SECC001	CH AUTOCHRG #73/31/2012	500.00	0.00	3,992.00
INS 3/1/2012	H0026673	179800	SECC001	CH AUTOCHRG #73/31/2012	19.00	0.00	4,011.00
RET 3/1/2012	H0026673	179800	SECC001	CH AUTOCHRG #73/31/2012	600.00	0.00	4,611.00
STR 3/1/2012	H0026673	179800	SECC001	CH AUTOCHRG #73/31/2012	627.00	0.00	5,238.00
IPV 3/5/2012	H0026767	179800	SECC001	NC 2011 Insurance Reconciliation	0.00	-5.45	5,228.55
CPV 3/5/2012	H0026767	179800	SECC001	CH 2011 CAM Reconciliation	836.25	0.00	6,064.80
CAM 4/1/2012	H0026864	179800	SECC001	CH AUTOCHRG #74/30/2012	500.00	0.00	6,564.80
INS 4/1/2012	H0026864	179800	SECC001	CH AUTOCHRG #74/30/2012	19.00	0.00	6,583.80
RET 4/1/2012	H0026864	179800	SECC001	CH AUTOCHRG #74/30/2012	600.00	0.00	7,183.80
STR 4/1/2012	H0026864	179800	SECC001	CH AUTOCHRG #74/30/2012	627.00	0.00	7,810.80
CAM 5/1/2012	H0027047	179800	SECC001	CH AUTOCHRG #75/31/2012	500.00	0.00	8,310.80
INS 5/1/2012	H0027047	179800	SECC001	CH AUTOCHRG #75/31/2012	19.00	0.00	8,329.80
RET 5/1/2012	H0027047	179800	SECC001	CH AUTOCHRG #75/31/2012	600.00	0.00	8,929.80
STR 5/1/2012	H0027047	179800	SECC001	CH AUTOCHRG #75/31/2012	627.00	0.00	9,556.80
CAM 6/1/2012	H0027254	179800	SECC001	CH AUTOCHRG #76/30/2012	500.00	0.00	10,056.80
INS 6/1/2012	H0027254	179800	SECC001	CH AUTOCHRG #76/30/2012	19.00	0.00	10,075.80
RET 6/1/2012	H0027254	179800	SECC001	CH AUTOCHRG #76/30/2012	600.00	0.00	10,675.80
STR 6/1/2012	H0027254	179800	SECC001	CH AUTOCHRG #76/30/2012	627.00	0.00	11,302.80
					323,579.27	-312,276.47	

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Lease Ledger

Page 1

Lease Information

Date 11/01/2013
 Lease Id seco01
 Property cm1798
 Location LAKE MEADOWS SHOPPING CTR
 Assigned Space(s) C060
 Customer
 ICS Code
 Lease Type Office Net
 Sales Category Retail Services
 Lease Term From 11/10/1989 To
 Lease Area 1,506 (Net Rentable)
 Monthly Rent 627.00
 Office Phone (225)344-4
 Fax No
 E-Mail

Congressman Bobby Rush
 3361 So. King Drive
 Chicago, IL, 60616

Date	Description	Unit	Charges	Payments	Balance
06/01/12	Balance Forward	C060			9,556.80
06/01/12		C060	627.00		10,183.80
06/01/12		C060	500.00		10,683.80
06/01/12		C060	600.00		11,283.80
06/01/12		C060	19.00		11,302.80
07/01/12	Store Base Rent (07/2012)	C060	627.00		11,929.80
07/01/12	CAM Recovery (07/2012)	C060	500.00		12,429.80
07/01/12	RE Tax Recovery (07/2012)	C060	600.00		13,029.80
07/01/12	Insurance Recovery (07/2012)	C060	19.00		13,048.80
08/01/12	Store Base Rent (08/2012)	C060	627.00		13,675.80
08/01/12	CAM Recovery (08/2012)	C060	500.00		14,175.80
08/01/12	RE Tax Recovery (08/2012)	C060	600.00		14,775.80
08/01/12	Insurance Recovery (08/2012)	C060	19.00		14,794.80
08/07/12	2011 RETax Reconciliation	C060	(1,435.20)		13,359.60
09/01/12	Store Base Rent (09/2012)	C060	627.00		13,986.60
09/01/12	CAM Recovery (09/2012)	C060	500.00		14,486.60
09/01/12	RE Tax Recovery (09/2012)	C060	600.00		15,086.60
09/01/12	Insurance Recovery (09/2012)	C060	19.00		15,105.60
10/01/12	Store Base Rent (10/2012)	C060	627.00		15,732.60
10/01/12	CAM Recovery (10/2012)	C060	500.00		16,232.60
10/01/12	RE Tax Recovery (10/2012)	C060	600.00		16,832.60
10/01/12	Insurance Recovery (10/2012)	C060	19.00		16,851.60
10/05/12	2009 RETax refund	C060	(1,383.01)		15,468.59
11/01/12	Store Base Rent (11/2012)	C060	627.00		16,095.59
11/01/12	CAM Recovery (11/2012)	C060	500.00		16,595.59
11/01/12	RE Tax Recovery (11/2012)	C060	600.00		17,195.59
11/01/12	Insurance Recovery (11/2012)	C060	19.00		17,214.59
12/01/12	Store Base Rent (12/2012)	C060	627.00		17,841.59
12/01/12	CAM Recovery (12/2012)	C060	500.00		18,341.59
12/01/12	RE Tax Recovery (12/2012)	C060	600.00		18,941.59
12/01/12	Insurance Recovery (12/2012)	C060	19.00		18,960.59
12/21/12	w/o 2012 charges	C060	(6,000.00)		12,960.59
12/21/12	w/o 2012 charges	C060	(836.25)		12,124.34
12/21/12	w/o 2012 charges	C060	(228.00)		11,896.34
12/21/12	w/o 2012 charges	C060	9.45		11,905.79
12/21/12	w/o 2012 charges	C060	(7,200.00)		4,705.79

COE.RUSH.001041

Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 11/01/2013
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
12/21/12	w/o 2012 charges	C060	2,818.21		7,524.00
12/21/12	w/o 2012 charges	C060	(7,524.00)		0.00
01/01/13	Store Base Rent (01/2013)	C060	627.00		627.00
01/01/13	CAM Recovery (01/2013)	C060	500.00		1,127.00
01/01/13	RE Tax Recovery (01/2013)	C060	600.00		1,727.00
01/01/13	Insurance Recovery (01/2013)	C060	19.00		1,746.00
02/01/13	Store Base Rent (02/2013)	C060	627.00		2,373.00
02/01/13	CAM Recovery (02/2013)	C060	500.00		2,873.00
02/01/13	RE Tax Recovery (02/2013)	C060	600.00		3,473.00
02/01/13	Insurance Recovery (02/2013)	C060	19.00		3,492.00
03/01/13	Store Base Rent (03/2013)	C060	627.00		4,119.00
03/01/13	CAM Recovery (03/2013)	C060	500.00		4,619.00
03/01/13	RE Tax Recovery (03/2013)	C060	600.00		5,219.00
03/01/13	Insurance Recovery (03/2013)	C060	19.00		5,238.00
03/12/13	2012 CAM Reconciliation	C060	605.33		5,843.33
03/12/13	2012 Insurance Reconciliation	C060	(18.36)		5,824.97
04/01/13	Store Base Rent (04/2013)	C060	627.00		6,451.97
04/01/13	CAM Recovery (04/2013)	C060	500.00		6,951.97
04/01/13	RE Tax Recovery (04/2013)	C060	600.00		7,551.97
04/01/13	Insurance Recovery (04/2013)	C060	19.00		7,570.97
05/01/13	Store Base Rent (05/2013)	C060	627.00		8,197.97
05/01/13	CAM Recovery (05/2013)	C060	500.00		8,697.97
05/01/13	RE Tax Recovery (05/2013)	C060	600.00		9,297.97
05/01/13	Insurance Recovery (05/2013)	C060	19.00		9,316.97
06/01/13	Store Base Rent (06/2013)	C060	627.00		9,943.97
06/01/13	CAM Recovery (06/2013)	C060	500.00		10,443.97
06/01/13	RE Tax Recovery (06/2013)	C060	600.00		11,043.97
06/01/13	Insurance Recovery (06/2013)	C060	19.00		11,062.97
07/01/13	Store Base Rent (07/2013)	C060	627.00		11,689.97
07/01/13	CAM Recovery (07/2013)	C060	500.00		12,189.97
07/01/13	RE Tax Recovery (07/2013)	C060	600.00		12,789.97
07/01/13	Insurance Recovery (07/2013)	C060	19.00		12,808.97
08/01/13	2012 RETax Reconciliation	C060	(807.17)		12,001.80
08/01/13	Store Base Rent (08/2013)	C060	627.00		12,628.80
08/01/13	CAM Recovery (08/2013)	C060	500.00		13,128.80
08/01/13	RE Tax Recovery (08/2013)	C060	600.00		13,728.80
08/01/13	Insurance Recovery (08/2013)	C060	19.00		13,747.80
09/01/13	Store Base Rent (09/2013)	C060	627.00		14,374.80

COE.RUSH.001042

Lease Information

Congressman Bobby Rush
3361 So. King Drive
Chicago, IL, 60616

Date 11/01/2013
Lease Id seco01
Property cm1798
Location LAKE MEADOWS SHOPPING CTR
Assigned Space(s) C060
Customer
ICS Code
Lease Type Office Net
Sales Category Retail Services
Lease Term From 11/10/1989 To
Lease Area 1,506 (Net Rentable)
Monthly Rent 627.00
Office Phone (225)344-4
Fax No
E-Mail

Date	Description	Unit	Charges	Payments	Balance
09/01/13	CAM Recovery (09/2013)	C060	500.00		14,874.80
09/01/13	RE Tax Recovery (09/2013)	C060	600.00		15,474.80
09/01/13	Insurance Recovery (09/2013)	C060	19.00		15,493.80
10/01/13	Store Base Rent (10/2013)	C060	627.00		16,120.80
10/01/13	CAM Recovery (10/2013)	C060	500.00		16,620.80
10/01/13	RE Tax Recovery (10/2013)	C060	600.00		17,220.80
10/01/13	Insurance Recovery (10/2013)	C060	19.00		17,239.80

0-30 Days

31-60 Days

61-90 Days

Above 90 Days

Amount Due

COE.RUSH.001043

Posted Charges, Budget #17713										Page 1	
										12/18/2013	
										13110	
Chg #	Charge Date	Reference	Property	Code	Head	AR Amt	Amount	Account Name	Amount	Month	Notes
1312293	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$38703-0000	Cash Reimbursement	-4,050.00	12/2013	wh 2013 charges
1312298	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$28750-0000	Insurance Reimbursement	-228.00	12/2013	wh 2013 charges
1312291	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$28720-0000	Road Excess Tax	-7,200.00	12/2013	wh 2013 charges
1312298	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$28700-0000	Reimbursement	-7,324.00	12/2013	wh 2013 charges
1312297	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$28721-0000	Road Excess Tax	867.17	12/2013	wh 2013 credit
1312296	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$28721-0000	Reimbursement-Prior Year	18.36	12/2013	wh 2013 credit
1312291	12/18/2013		cm1798	sec001	Congressman Buddy Rush	113000-0000	\$28700-0000	Reimbursement-Prior Year	-666.39	12/2013	wh 2013 charges
Total										-26,791.80	

BATCH #17713			
Description	Created	Time	Amount
		Entered	Entered
WELLS 12/18/2013 11:18	12/18/2013	-05:21:30	7.00
	12/18/2013	-05:21:30	7.00
Notes			
1798 wh Rush			

ACCOUNT TOTALS			
113000-0000	Reimbursement		-26,791.80
528750-0000	Road Excess Tax		-7,200.00
528750-0000	Cash Reimbursement		4,050.00
528720-0000	Road Excess Tax Reimbursement		-7,200.00
528721-0000	Road Excess Tax Reimbursement-Prior Year		867.17
528726-0000	Insurance Reimbursement		-228.00
528721-0000	Insurance Reimbursement-Prior Year		18.36

COE.RUSH.001045

CHY	CHG	Reference	Code	Code	Party	AMOUNT	DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION
000000	130212012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/07/00	State Retirement	-6,000.00	12/01/12	Wk 2012 charges
000000	130212012		cm1789	sec001	Congressman Bobby Rush	130000-0000	09/16/00	Calif Retirement-Prior Year	-636.00	12/01/12	Wk 2012 charges
000000	1201/12012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/10/00	Tax	-280.00	12/01/12	Wk 2012 charges
000000	1201/12012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/27/00	Insurance Retirement	-538.00	12/01/12	Wk 2012 charges
000000	1201/12012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/27/00	Insurance	8.40	12/01/12	Wk 2012 charges
000000	1201/12012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/27/00	Retirement-Prior Year	-2,200.00	12/01/12	Wk 2012 charges
000000	1201/12012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/27/00	Real Estate Tax	2,818.21	12/01/12	Wk 2012 charges
000000	1201/12012		cm1789	sec001	Congressman Bobby Rush	130000-0000	08/29/00	Retirement-Prior Year	-1,204.00	12/01/12	Wk 2012 charges
Total									-10,860.00		

Customer	Invoice	Total Debited Balance	Total Debited Amount
WELLS 125 KQ12 12-84	1251/012	-18,862.50	7.00
	1259 am	-18,862.50	7.00

1708 - Profit info

113000-0000	Tarant Accounts Receivable	-18,860.38
126200-0000	Rent Income	-7,824.00
126716-0000	CAM Reimbursement	-6,000.06
126719-0000	CAM Reimbursement-Prior Year	-494.25
126720-0000	Rent Estate Tax Reimbursement	-7,300.00
126721-0000	Rent Estate Tax Reimbursement-Prior Year	2,814.21
126730-0000	Insurance Reimbursement	-925.00
126731-0000	Insurance Reimbursement-Prior Year	8.45

COE.RUSH.001046

Database: RMDATABASE		OpenCM Batch Report RM CM DATABASE Batch Number: HQ026342				Page: Date: 12/28/2011 Time: 10:30 AM		
Category/Description		Transaction Date	Source Code	Cash Type	Invoice #	Amount	Credit Reference	Recpt Type

Tenant Accruals and Adjustments

TENANT ADJUSTMENTS

Receipt Id: HQ760236

Building Id/Lease Id: 179800 SECO01 Congressman Bobby Rush

CAM	CAM Recovery	12/28/2011	WO		6,000.00		
CPY	CAM Recovery Prior Year	12/28/2011	WO		1,057.15		
INS	Insurance Recovery	12/28/2011	WO		228.00		
IPY	Insurance Recovery Pr Yr	12/28/2011	WO		17.62		
RET	RE Tax Recovery	12/28/2011	WO		7,200.00		
RPY	RE Tax Recovery Prior Yr	12/28/2011	WO		2,729.56		
STR	Store Base Rent	12/28/2011	WO		7,524.00		

GRAND TOTALS:	Control:	0.00DR	24,755.73CR
	Detail Total:	0.00DR	24,755.73CR
	Tenant:	0.00DR	24,755.73CR
	Security Adjustments:	0.00DR	0.00CR
	Non Tenant:	0.00DR	0.00CR

* Security Deposit Applied

COE.RUSH.001047

Database: RMDATABASE		Open CM Batch Report RM CM DATABASE Batch Number: HO023771			Page: 1 Date: 12/3/2010 Time: 03:40 PM		
Category/Description	Transaction Date	Source Code	Cash Type	Invoice #	Amount	Credit Reference	Recpt Type

Tenant Accruals and Adjustments

TENANT ADJUSTMENTS

Receipt Id: HO337386

Building Id/Lease Id: 179800 SECO01 2ndWard Regular Democratic Pty

CAM	CAM Recovery	12/3/2010	WO		6,000.00		
CPY	CAM Recovery Prior Year	12/3/2010	WO		1,404.51		
INS	Insurance Recovery	12/3/2010	WO		228.00		
IPY	Insurance Recovery Pr Yr	12/3/2010	WO		28.35		
RET	RE Tax Recovery	12/3/2010	WO		3,036.00		
RPY	RE Tax Recovery Prior Yr	12/3/2010	WO		4,192.57		
STR	Store Base Rent	12/3/2010	WO		7,524.00		

GRAND TOTALS:	Control:	0.00DR	22,413.43CR
	Detail Total:	0.00DR	22,413.43CR
	Tenant:	0.00DR	22,413.43CR
	Security Adjustments:	0.00DR	0.00CR
	Non Tenant:	0.00DR	0.00CR

* Security Deposit Applied

COE.RUSH.001048

Database: RMDATABASE		Open CM Batch Report RM CM DATABASE Batch Number: HO021234			Page: 1 Date: 12/7/2009 Time: 03:21 PM		
Category/Description	Transaction Date	Source Code	Cash Type	Invoice #	Amount	Credit Reference	Receipt Type

Tenant Accruals and Adjustments

TENANT ADJUSTMENTS

Building Id/Lease Id: 179800 SECO01 2ndWard Regular Democratic Pty

CAM	CAM Recovery	12/7/2009	WO		8,000.00
CPY	CAM Recovery Prior Year	12/7/2009	WO		1,698.35
INS	Insurance Recovery	12/7/2009	WO		228.00
IPY	Insurance Recovery Pr Yr	12/7/2009	WO		19.32
RET	RE Tax Recovery	12/7/2009	WO		3,038.00
RPY	RE Tax Recovery Prior Yr	12/7/2009	WO		1,538.51
STR	Store Base Rent	12/7/2009	WO		7,524.00

GRAND TOTALS:	Control:	129.16DR	74,397.52CR
	Detail Total:	129.16DR	74,397.52CR
	Tenant:	129.16DR	74,397.52CR
	Security Adjustments:	0.00DR	0.00CR
	Non Tenant:	0.00DR	0.00CR

20,044.18
see attached

* Security Deposit Applied

Database:	RMDATABASE	Aged Delinquencies	Page:	2				
		RM CM DATABASE	Date:	12/7/2009				
BLDG:	179800	LAKE MEADOWS SHOPPING CENTER	Time:	03:04 PM				
		Date: 12/7/2009						
Invoice Date	Category	Source	Amount	Current	30	60	90	120

INS	Insurance Recovery	228.00	19.00	19.00	19.00	19.00	152.00
IPY	Insurance Recovery Pr Yr	19.32	0.00	0.00	0.00	0.00	19.32
RET	RE Tax Recovery	3,036.00	253.00	253.00	253.00	253.00	2,024.00
RPY	RE Tax Recovery Prior Yr	1,538.51	1,538.51	0.00	0.00	0.00	0.00
STR	Store Base Rent	7,524.00	627.00	627.00	627.00	627.00	5,016.00

2ndWard Regular Democratic Pty Total: 20,044.18 2,937.51 1,399.00 1,399.00 1,399.00 12,909.67

CAM	CAM Recovery	6,000.00	500.00	500.00	500.00	500.00	4,000.00
CPY	CAM Recovery Prior Year	1,698.35	0.00	0.00	0.00	0.00	1,698.35
INS	Insurance Recovery	228.00	19.00	19.00	19.00	19.00	152.00
IPY	Insurance Recovery Pr Yr	19.32	0.00	0.00	0.00	0.00	19.32
RET	RE Tax Recovery	3,036.00	253.00	253.00	253.00	253.00	2,024.00
RPY	RE Tax Recovery Prior Yr	1,538.51	1,538.51	0.00	0.00	0.00	0.00
STR	Store Base Rent	7,524.00	627.00	627.00	627.00	627.00	5,016.00

BLDG 179800 Total: 20,044.18 2,937.51 1,399.00 1,399.00 1,399.00 12,909.67

CAM	CAM Recovery	6,000.00	500.00	500.00	500.00	500.00	4,000.00
CPY	CAM Recovery Prior Year	1,698.35	0.00	0.00	0.00	0.00	1,698.35
INS	Insurance Recovery	228.00	19.00	19.00	19.00	19.00	152.00
IPY	Insurance Recovery Pr Yr	19.32	0.00	0.00	0.00	0.00	19.32
RET	RE Tax Recovery	3,036.00	253.00	253.00	253.00	253.00	2,024.00
RPY	RE Tax Recovery Prior Yr	1,538.51	1,538.51	0.00	0.00	0.00	0.00
STR	Store Base Rent	7,524.00	627.00	627.00	627.00	627.00	5,016.00

Grand Total: 20,044.18 2,937.51 1,399.00 1,399.00 1,399.00 12,909.67

COE.RUSH.001050

Database: RMDATABASE	Open CM Batch Report RM CM DATABASE Batch Number: H0018620				Page: 1 Date: 12/8/2008 Time: 01:22 PM		
Category/Description	Transaction Date	Source Code	Cash Type	Invoice #	Amount	Credit Reference	Recpt Type

Tenant Accruals and Adjustments

TENANT ADJUSTMENTS

Receipt Id: HC605421

Building Id/Lease Id: 179800 SECO01 2ndWard Regular Democratic Pty

CAM	CAM Recovery	12/8/2008	WO	6,000.00
CPY	CAM Recovery Prior Year	12/8/2008	WO	1,173.84
INS	Insurance Recovery	12/8/2008	WO	228.00
IPY	Insurance Recovery Pr Yr	12/8/2008	WO	44.36
RET	RE Tax Recovery	12/8/2008	WO	3,036.00
RPY	RE Tax Recovery Prior Yr	12/8/2008	WO	1,493.07
STR	Store Base Rent	12/8/2008	WO	7,524.00

GRAND TOTALS:	Control:	0.00DR	19,499.27CR
	Detail Total:	0.00DR	19,499.27CR
	Tenant:	0.00DR	19,499.27CR
	Security Adjustments:	0.00DR	0.00CR
	Non Tenant:	0.00DR	0.00CR

* Security Deposit Applied

COE.RUSH.001051

Database: RMDATABASE		Open CM Batch Report RM CM DATABASE Batch Number: HQ016107			Page: 1 Date: 12/11/2007 Time: 08:36 AM			
Category/Description		Transaction Date	Source Code	Cash Type	Invoice #	Amount	Credit Reference	Recpt Type

Tenant Accruals and Adjustments

TENANT ADJUSTMENTS

Receipt Id: HQ253878

Building Id/Lease Id: 179800 SECO01 SECOND WARD OFFICE

CAM	CAM Recovery	12/10/2007	NC		5,000.00		
CPY	CAM Recovery Prior Year	12/10/2007	NC		880.07		
INS	Insurance Recovery	12/10/2007	NC		228.00		
IPY	Insurance Recovery Pr Yr	12/10/2007	NC		69.03		
RET	RE Tax Recovery	12/10/2007	NC		3,036.00		
RPY	RE Tax Recovery Prior Yr	12/10/2007	NC		1,541.94		
STR	Store Base Rent	12/10/2007	NC		7,524.00		

GRAND TOTALS:	Control:	0.00DR	19,279.04CR
	Detail Total:	0.00DR	19,279.04CR
	Tenant:	0.00DR	19,279.04CR
	Security Adjustments:	0.00DR	0.00CR
	Non Tenant:	0.00DR	0.00CR

* Security Deposit Applied

COE.RUSH.001052

Wells, Dee

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 1:52 PM
To: Wells, Dee
Subject: RE: Y/E Write offs

You have it.

Larry Cohen
 Senior Vice President
 Draper and Kramer, Incorporated
 33 W Monroe St, Suite 1900
 Chicago, IL 60603
 312.580.6528
 312.795.2728 (fax)

www.draperandkramer.com
www.dandkliving.com
www.dkcondo.com
www.dkbrokerage.com
www.dkresidential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 1:20 PM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

should I await further direction to write off Bobbie Rush and City Steppers ... or do I have it??

From: Cohen, Lawrence
Sent: Monday, December 07, 2009 12:27 PM
To: Wells, Dee
Subject: RE: Y/E Write offs

Ok!

Larry Cohen
 Senior Vice President
 Draper and Kramer, Incorporated
 33 W Monroe St, Suite 1900
 Chicago, IL 60603
 312.580.6528
 312.795.2728 (fax)

www.draperandkramer.com
www.dandkliving.com
www.dkcondo.com
www.dkbrokerage.com
www.dkresidential.com

From: Wells, Dee
Sent: Monday, December 07, 2009 11:46 AM
To: Cohen, Lawrence
Subject: RE: Y/E Write offs

the only reason I DIDN'T put them on the list is because collection efforts are still on-going. All or most of the balances will PROBABLY end up being written off - - but I wouldn't think we're ready to do it just yet... BUT that certainly is subject to different opinions. when an attorney calls and asks for an "up to the minute" Aged schedule" I can't send them a "zero

12/7/2009

COE.RUSH.001053

EXHIBIT 14

DRAPER AND KRAMER

Real Estate Services, Incorporated

March 24, 1997

Lake Meadows Shopping Center
3361 South King Drive
Chicago, Illinois 60616TEL: 312.275-1288
FAX: 312.275-6511The Honorable Bobby Rush
2nd Congressional District
655 East 79th Street
Chicago, IL 60619Re: Lake Meadows Shopping Center
3361 South King Drive

Dear Congressman Rush:

We have noticed that your Lake Meadows Shopping Center office has not been utilized for several months. Many area residents and business professionals have stopped at our office demonstrating their frustration with their inability to contact you at this location. While this is not the purpose of our letter we thought we would bring this matter to your attention.

At the beginning of the year, I was transferred to this location principally to spearhead efforts to improve the centers appearance. The residents of Lawless Garden; Lake Meadows Apartments, and the surrounding neighborhood have been very vocal about the poor level of maintenance and shabby appearance of the center. The Owners goals therefore are to repair, clean up and maintain a more professional standard for this property. In order to accomplish these goals, we must request the assistance of yourself and our other tenants particularly in those areas for which you are responsible and are in control.

With your office at Lake Meadows there are a number of serious issues which need your direct attention:

-One of your office's windows has been broken and boarded up for many months. Your lease requires the maintenance of the windows be handled by the tenant. I hope you agree that the appearance of your office in the most prominent shopping center in the area shouldn't look like an abandoned building.

Please remove the board-up and replace the broken windows. *I have been told that this shopping center has had a mechanics lien placed against the property, for a window previously replaced for you in this office..*

Chicago, IL • Miami, FL • Dallas, TX • Houston, TX • San Francisco, CA • New York, NY
Memphis, TN • St. Louis, MO • Seattle, WA • San Diego, CA • Washington, DC

SUNSHINE

Privileged & Confidential

COE.RUSH.000430

DK000022

-The Gas company, has informed us that they are terminating your gas service due to non-payment.

We are concerned that the discontinuance of gas service may be a more serious issue due to the resultant loss of heating. Without heating you could be responsible for the freezing and bursting of water lines, damage to the bathroom fixtures and any equipment or materials that you have in the suite. Further, should this happen there is the very strong possibility that merchandise and materials belonging to other tenants stored under and adjacent to your office could be damaged.

Please make arrangements to prevent the loss of heating.

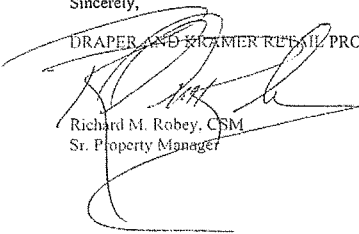
-The blinds and windows to your office have not been cleaned in a very long time. There are many obsolete campaign signs taped to the inside of the glass. Again this poor appearance detracts from your office and the shopping center.

Please update or remove the obsolete signage and have the office blinds and windows cleaned.

We would like to ask that you join us and the community in our efforts to improve the appearance of your office, the Lake Meadows Shopping Center and this neighborhood.

I look forward to your assistance

Sincerely,


DRAPER AND RICHMER RETAIL PROPERTY SERVICES, INCORPORATED

Richard M. Robey, CSM
Sr. Property Manager

Privileged & Confidential

COE.RUSH.000431


DK000023

EXHIBIT 15

DRAPER AND KRAMER

Retail Property Services, Incorporated

Lake Meadows Shopping Center
3357 S. King Drive
Chicago, IL 60616

TEL: 312/225-4288
FAX: 312/225-6514

writers direct line:
312/795-2210

August 17, 2004

Ms. Rosemary Hall
Executive Assistant
Office of Congressman Bobby Rush
700 East 79th Street
Chicago, IL 60619

Re: Lake Meadows Shopping Center

Dear Rosemary:

Two things... First: The attached invoice remains unpaid covering reimbursement for some plumbing work we did in your office at Lake Meadows at the request of LaRon Hyde. Please take whatever steps necessary to reimburse us for this service.

Secondly, I have been unsuccessful in getting a Certificate of Insurance from your office covering liability insurance on the space you occupy.

You are required by Lease to provide Landlord with a Certificate of Insurance proving liability limits as specified in your Lease. I do not find a current Certificate in our file relative to your location at Lake Meadows Shopping Center. Failure to comply with this stipulation can be considered a default of the terms of your lease agreement, therefore, please contact your insurance provider and ask that they provide such a Certificate with the following named as additional insured:

"Lake Meadows Associates; Draper and Kramer Retail Property Services, Inc., and Draper and Kramer, Incorporated, including their beneficiaries thereunder and agents thereof are named as additional insureds with respect to the property known as Lake Meadows Shopping Center; Chicago, IL."

Please have the insurance carrier fax the Certificate to me and hard-copy by regular mail.

Cordially,

DRAPER AND KRAMER RETAIL PROPERTY SERVICES, INC.

Dee Wells, CSM
Property Manager

dms



Established 1967

Privileged & Confidential

COE.RUSH.000438

DK000030

649

*DRAPER AND KRAMER RETAIL PROPERTY SERVICES,
INC.*

*33 West Monroe Street; Suite 1900
Chicago, IL 60603*

March 18, 2004

MEMORANDUM INVOICE

*To: Office of Congressman Bobby Rush
700 East 79th Street
Chicago, IL 60619*

Attn: LaRon Hyde

*Reimbursement for repair of sink and replacing vanity (at the direction of
LaRon Hyde) in 35th Street office, per attached copy of invoice (paid by
Landlord)*

TOTAL AMOUNT NOW DUE: \$535.00

*Please remit payment to: Draper and Kramer, Incorporated at above
address.*

263

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COE.RUSH.000439

DK000031

650


WHITE PLUMBING CO.,INC.

1748 N. Kenneth Ave.
Chicago, IL 60630-4005
(773) 777-1213
FAX (773) 777-4620

Invoice

DATE	INVOICE #
3/9/2004	7040

BILL TO
Draper & Kramer, Inc. 33 W. Monroe #1900 ATTN: D. Wells Chicago, IL 60603

DESCRIPTION	AMOUNT
RE: 3500 STREET/ BOBBY RUSH OFFICE/ LAKE MEADOWS SHOPPING CENTER	\$35.00
REPLACED VANITY	
<div style="text-align: center;">  </div>	
Thank you for your business.	Total \$535.00

Interest of 1.5% is charged on all invoices which are outstanding over 30 days.

373

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COE.RUSH.000440

DK000032

EXHIBIT 16

DK/CARLSON

MEMORANDUM

TO: SCOTT MUTTERS FROM: SUE OLSZOWKA
RE: LAKE MEADOWS SHOPPING CTR DATE: JUNE 6, 1995
BOBBY RUSH BAD DEBT;
1995 BUDGET

I am enclosing a copy of a Balance Adjustment which was entered today to reverse the charges for Bobby Rush. The Bad Debt amount to be charged for the period thru June, 1995 is \$6,539.02. Please let me know if you have any questions regarding this charge.

I am also enclosing a copy of the 1995 Budget for Lake Meadows Shopping Center. Please have this put into the system so that the next monthly financial will reflect budget numbers. Again, if you have any questions, please let me know.

Thanks,

653

ARBAH1 BALANCE ADJUSTMENT 06/06/95
BATCH #: 857704
BATCH TOTAL AMOUNT : -6,539.02 USERID : SXH2 DATE CREATED: 6/ 6/95
COMPUTED BATCH TOTAL: -6,539.02 STATUS : OPEN ERRS: 0 WARNINGS: 4
COMPUTED DIFFERENCE : .00 DUPLICATE # ITEMS: 00

MEMO NUMBER	BLDG	SID	UNIT	TEN	NAME	GL NO	AMOUNT DB(+)/CR(-)	FLG	EXPLANATION	EFF DATE
1798	361	0361	1	2ND	WARD	5142	-3762.00	W	B.D.THUR 6/95	Y
1798	361	0361	1	2ND	WARD	5350	-2364.00	W	B.D.THUR 6/95	Y
1798	361	0361	1	2ND	WARD	5370	-239.02	W	B.D.THUR 6/95	Y
1798	361	0361	1	2ND	WARD	5371	-174.00	W	B.D.THUR 6/95	Y
							.00			
							.00			
							.00			
							.00			
							.00			
							.00			
							.00			

FUNCTION: BA BATCH NO: 857704
PFKEYS: 2=REFRESH 3=RETURN 4=ADD 5=CHANGE 6=DELETE
7=BACKWARD 8=FORWARD 9=ASSESS 10=DUPLICATE 12=PREV FUNC
LAST PAGE OF INFORMATION
B~ 09 a:Connected Port U405

EXHIBIT 17

8 9100
LAKE MEADOWS STATEMENT

DRAPER AND KRAMER
RETAIL PROPERTY SERVICES

SEPTEMBER 2000
1798 361

SECOND WARD OFFICE
3361 SOUTH KING DRIVE
CHICAGO, IL 60616

DRAPER AND KRAMER RETAIL PROPERTY SERVICES
LAKE MEADOWS
312-225-4288

AS OF 08/18/2000

REFERENCE	DATE	EXPLANATION	AMOUNT
		PREVIOUS BALANCE - MIN RNT	23,199.00
	09-01-00	CHARGE-MIN RNT	627.00
		PREVIOUS BALANCE - CA EXT	16,301.20
	09-01-00	CHARGE-CA EXT	474.70
		PREVIOUS BALANCE - CA P/Y	4,301.10
		PREVIOUS BALANCE - RE TAX	11,891.62
	09-01-00	CHARGE-RE TAX	309.47
		PREVIOUS BALANCE - RET P/Y	522.36CR
		PREVIOUS BALANCE - INS	567.24
	09-01-00	CHARGE-INS	12.39
BEGINNING BALANCE		+ TOTAL CHARGES	+ TOTAL CREDITS =
			BALANCE DUE OR CREDIT (CR)
			CONTINUED-

DETACH AT PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

ACCOUNT NO.	BALANCE DUE
-------------	-------------

PLEASE MAKE CHECKS PAYABLE TO
DRAPER AND KRAMER RETAIL PROPERTY SERVICES
AGENT FOR:

DRAPER AND KRAMER
RETAIL PROPERTY SERVICES

TO ENSURE PROPER CREDIT, WRITE
ABOVE ACCOUNT NUMBER ON YOUR CHECK.
IF CHECK DOES NOT EQUAL BALANCE DUE,
INDICATE APPROPRIATE APPLICATION.

98-1801

LAKE MEADOWS STATEMENT

DRAPER AND KRAMER
RETAIL PROPERTY SERVICES

SEPTEMBER 2000
1798 361

SECOND WARD OFFICE
3361 SOUTH KING DRIVE
CHICAGO, IL 60616

DRAPER AND KRAMER RETAIL PROPERTY SERVICES
LAKE MEADOWS
312-225-4288

AS OF 08/18/2000

REFERENCE	DATE	EXPLANATION	AMOUNT
		PREVIOUS BALANCE - INS P/Y	367.84CR
	09-01-00	PREVIOUS BALANCE - RUBBISH CHARGE RUBBISH	224.00 14.00
BEGINNING BALANCE			55,593.96
		+ TOTAL CHARGES	1,437.56
		+ TOTAL CREDITS	.00
		= BALANCE DUE OR CREDIT (CR)	57,031.52

DETACH AT PERFORATION AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

STMT	ACCOUNT NO.	SECOND WARD OFFICE	BALANCE DUE
	1798-0361-3361-1		57,031.52

PLEASE MAKE CHECKS PAYABLE TO
DRAPER AND KRAMER RETAIL PROPERTY SERVICES
3361 SOUTH KING DRIVE
CHICAGO, IL 60616

DRAPER AND KRAMER
RETAIL PROPERTY SERVICES
LAKE MEADOWS

TO ENSURE PROPER CREDIT, WRITE
ABOVE ACCOUNT NUMBER ON YOUR CHECK.
IF CHECK DOES NOT EQUAL BALANCE DUE,
INDICATE APPROPRIATE APPLICATION.

SEPTEMBER 2000

DESC	AMT DUE	AMT PAID	ACCT
MIN RNT	23,826.00		5142
CA EXT	16,775.90		5350
CA P/Y	4,301.10		5354
RE TAX	12,201.09		5370
RET P/Y	522.36		5377
INS	579.63		5371
INS P/Y	367.84		5379
RUBBISH	238.00		5310
	57,031.52		

DRAPER & KRAMER, INCORPORATED
LAKE MEADOWS SHOPPING CENTER
3357 SOUTH KING DRIVE
CHICAGO, IL 60616

179803613361100570315224077

EXHIBIT 18

DRAPER AND KRAMER

33 West Monroe Street
Chicago, Illinois 60603-5401

04/19/99

TEL: 312/346-8600
FAX: 312/346-2177Bobby Rush
3361 S. King Drive
Chicago, IL 60616RE: Bobby Rush
Lake Meadows Shopping Center
Year End Recovery Reconciliations

Dear Tenant:

Enclosed is our statement reconciling the actual 1998 Common Area Maintenance and Insurance Expenses with the monthly payments made during the year. Along with this reconciliation is the reconciliation of your 1997 Real Estate Tax billings as well.

In the course of our review of the property records, we have discovered that the Insurance Expenses for 1995, 1996 and 1997 were not reconciled. A reconciliation of these expenses is also enclosed.

Please find attached as Exhibit A, our invoice showing the calculations for the above year end recoveries. The top portion of the statement shows the calculation used in computing your share of the 1998 Common Area Expenses, including the administrative fee as shown in your lease. A listing of the expenses is shown on Exhibit B.

The middle portion of the statement shows the calculations we used in computing your share of the 1995, 1996 1997 and 1998 insurance expenses.

The last portion of the statement shows the calculations used in reconciling your share of 1997 payable 1998 real estate taxes with the amounts billed monthly during 1997.

Finally, based on the above reconciled charges, we are adjusting your monthly charges effective May 1, 1999 as follows. Therefore, effective May 1, 1999 your monthly rental payment is as follows,

Minimum Rent	627.00
Common Area Maintenance	474.70
Real Estate Taxes	309.47
Insurance	12.39
Rubbish	14.00
Total Monthly Rent and Charges	\$1,437.56

We have reduced your past due balance of \$29,517.10 by the credit on the attached statement. The remaining past due balance is due with your May 1999 charges shown above. Please do not hesitate to call me at (312) 795-2590 should you have any questions.

Sincerely,
Dr. Draper and Kramer Retail Property Services, Inc.

William J. Rickett, Jr., CSM
Senior Property Manager

Cc: Sandra Hutchins

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COE.RUSH.000435

Established 1883
DK000027

Lake Meadows Shopping Center
1998 Common Area Maintenance
1995-1998 Insurance
1997 Real Estate Taxes
Year End Reconciliation

CONGRESSMAN RUSH

COMMON AREA MAINTENANCE - 1998

1998 Common Area Expenses		\$423,827.00	
1998 Common Area Insurance		8,528.00	
1998 Security Expense		166,445.00	
Total Common Area Expenses		\$598,800.00	
Store Area	1,506		
Building GLA	175,241		
Tenant Prorata Share		0.86%	
Tenant Share		\$5,149.68	
Administrative Fee	15%	546.74	
(Administrative Fee excludes Insurance/Security)			
Total Amount Due		\$5,696.42	
Amount Billed monthly	421.00	(5,052.00)	
Net CAM billing			\$644.42

Building Insurance	1995	1996	1997	1998
Expense Amount	\$26,153.00	\$25,206.00	\$17,175.00	\$17,291.00
Store Area	1,506			
Building GLA	175,241			
Tenant Prorata Share	0.86%	0.86%	0.86%	0.86%
Tenant Share	\$224.92	\$216.77	\$147.71	\$148.70
Amount Billed	(348.00)	(348.00)	(348.00)	(168.00)
Amount Due (Credit)	(123.08)	(131.23)	(200.29)	(19.30)
Net Insurance Due				(473.90)

REAL ESTATE TAXES - 1997

Expense Amount	\$431,818.10
Prorata Share	0.86%
Amount Due	\$3,713.64
Amount Billed	(4,236.00)
Net Real Estate Taxes Due	(\$522.36)

Total Amount Due (\$351.84)

This payment is due upon receipt.
Please mail your checks to:
Lake Meadows Shopping Center
3357 S. King Drive
Chicago, IL 60616
Attention: Sandra Hutchins

EXHIBIT 19

Mitchell, Marcia A.

Subject: FW: Lake Meadows Shopping Center

From: Hall, Rosemary [REDACTED]
Sent: Wednesday, June 08, 2011 12:09 PM
To: Wells, Dee
Subject: RE: Lake Meadows Shopping Center

I have forwarded your e-mail to Congressman Rush

From: Wells, Dee [REDACTED]
Sent: Tuesday, June 07, 2011 12:06 PM
To: Hall, Rosemary
Subject: Lake Meadows Shopping Center

Good morning, Rosemary. Hope all is going well with you..

Interest in the shopping center and the area seems to be picking up, which, of course, is a very good thing. The other day we had a health-club operator inquire about the Congressman's space. There have been other minor inquiries in the past. Since someone is not always in the office I'm wondering how we could show the space to a prospective tenant, as that need may arise. Whom could my leasing people call - and how much lead time would you need for us to show it ??

Look forward to hearing from you.

Dee Wells, CSM
phone: 312/795-2210 - Tuesdays and Thursdays: 312/225-4288
fax: 312/795-2816
cell: 847/602-0309
e-mail: [REDACTED]

EXHIBIT 20

writers direct line:
312/795-2210
fax: 312/795-2816

email: [REDACTED]

March 6, 2012

Congressman Bobby Rush
700 East 79th Street
Chicago, IL 60619

Re: Lake Meadows Shopping Center

Dear Congressman:

I emailed Rosemary about this several months ago and she was going to forward the request to you, but I've not heard back from her so I thought I'd try to contact you personally.

You may or may not have heard that Draper and Kramer is in the process of closing the Professional Building at 31st and Rhodes with the plan of re-purposing the Building. Because of that fact, we need to find office space for some of our loyal long-term tenants in that Building.

Landlord is interested in leasing the space you occupy at Lake Meadows Shopping Center to a rent-paying tenant and would like the ability to show the space from time to time to such prospective tenants.

Since someone is not always in that office I'm wondering how we can show the space to a prospect, as that need may arise. Whom could my leasing people call with such a request, and how much lead time would you need for us to show the space.

I look forward to hearing from you on this issue.

Cordially,

DK REAL ESTATE SERVICES
a division of Draper and Kramer, Incorporated

Dee Wells, CSM
Property Manager

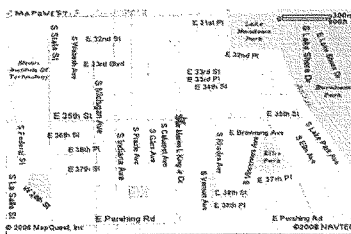
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LAKE MEADOWS SHOPPING CENTER

35TH STREET & MARTIN LUTHER KING DRIVE, CHICAGO, IL

RETAIL SPACE
FOR LEASE



Location Map



MLK Drive Exposure

PROPERTY HIGHLIGHTS

- Rare Bronzeville Retail Opportunity with Ample Parking
- Spaces from 550 SF - 35,451 SF
- 193,032 Grocery Anchored Center
- Newly Renovated Jewel Foods
- Walgreens one of Chicago's Highest Volume Outlets
- Net Rent \$9 PSF - \$22 PSF
- CAM \$4.69 PSF
- Real Estate Tax \$4.80 PSF
- Insurance \$0.16 PSF
- Promotions \$0.75 PSF
- Traffic Count MLK Drive - 21,536

DEMOGRAPHICS

Demographic	1 Mile	3 Mile	5 Mile
Population			
2010 Total Population	35,757	231,368	685,119
Per Capita Income	\$18,240	\$23,969	\$25,622
Households			
2010 Total Households	14,376	93,808	255,617
Median Household Inc	\$29,672	\$41,420	\$45,360
Housing			
Median House Value	\$241,920	\$207,442	\$197,373

CONTACT INFORMATION

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