



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
[www.chicityclerk.com](http://www.chicityclerk.com)

## Legislation Text

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**File #:** O2017-7404, **Version:** 1

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

October 11, 2017

TO THE HONORABLE, THE CITY COUNCIL OF THE  
CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amendment to a previously passed redevelopment agreement for Montclare Senior Residences of Avalon Park.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

|  
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AN ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS AUTHORIZING FIRST  
AMENDMENT TO MONTCLARE SENIOR RESIDENCES OF AVALON PARK  
PHASE I REDEVELOPMENT AGREEMENT

WHEREAS, as a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 9, 2008 and published and published at pages 31937 through 32020 of the Journal of the Proceedings of the City Council for such date, the City entered into that certain Montclare Senior Residences of Avalon Park Phase I Redevelopment Agreement dated as of October 29, 2008 and recorded on October 31, 2008 as Document Number 0830541124 in the Office of the Cook County Recorder of Deeds (the "Agreement") with Montclare Senior Residences of Avalon Park Phase I, LLC, an Illinois limited liability company (the "Owner"), Montclare Avalon Park Corp., an Illinois corporation (the "Member"), and Heartland Human Care Services, Inc., an Illinois not-for-profit corporation (the "Sponsor"); and

WHEREAS, the Owner and the Member are referred to collectively herein as the "Developer"; and

WHEREAS, the Developer completed a project consisting of 102 affordable rental housing units for seniors (age 62 or older) in 2010 (the "Project") on property generally located at 1200 East 78<sup>th</sup> Street, Chicago, Illinois 60619 (the "Property"); and

WHEREAS, the Sponsor is a party to the Agreement solely in regard to the conveyance of the Property, which has been completed, and has no Owner, Member or Developer obligations under the Agreement; and

WHEREAS, subsequent to the execution of the Agreement, the Property has experienced lower than projected Incremental Property Taxes ("IPT"), which has resulted in the amount of IPT being insufficient for principal and interest payments under the taxable City Note (as defined in the Agreement) that the City issued to the Developer upon completion of the Project; and

WHEREAS, the Developer requested, and the City agreed, to provide IPT from a neighboring parcel on which a related project known as Montclare Senior Residences of Avalon Park Phase II has been constructed, in order to make principal and interest payments on the City Note; and

WHEREAS, such aforementioned changes to the payment of IPT for the Project requires amendments to certain provisions of the Agreement; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Agreement between the City and the Developer substantially in the form attached hereto as Exhibit A and made a part hereof (the "First Amendment"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the First Amendment.

SECTION 3. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 4. This ordinance shall be in full force and effect immediately upon its passage and approval.

First Amendment to the Agreement (see attached)

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RECORD AGAINST THE FOLLOWING PINS:  
[To be inserted at Closing]

This agreement was prepared by and after recording  
return to: Keith A. May  
City of Chicago Law Department 121 North LaSalle  
Street, Room 600 Chicago, IL 60602

This space reserved for Recorder's use only

**FIRST AMENDMENT TO MONTCLARE SENIOR RESIDENCES OF AVALON  
PARK PHASE I REDEVELOPMENT AGREEMENT**

This First Amendment to Montclare Senior Residences of Avalon Park Phase I Redevelopment Agreement (the "First Amendment") is made as of this            day of            , 2017, between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Montclare Senior Residences of Avalon Park Phase I, LLC, an Illinois limited liability company (the "Owner"), and Montclare Avalon Park Corp., an Illinois corporation ("Member"). The Owner and the Member are referred to collectively herein as the "Developer."

Heartland Human Care Services, Inc., an Illinois not-for-profit corporation (the "Sponsor") is a party to the Redevelopment Agreement solely in regard to the conveyance of the Property (as defined in the Redevelopment Agreement), which has been completed, and has no Owner, Member or Developer obligations under the Redevelopment Agreement, therefore, the Sponsor is not a party to this First Amendment.

**RECITALS**

A. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

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C. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted ordinances (collectively, the "TIF Ordinances") on October 7, 1998 approving a redevelopment plan for the 71st/Stony Island Redevelopment Project Area, designating the 71st/Stony Island Redevelopment Project Area as a redevelopment project area pursuant to the Act, and adopting tax increment allocation financing for the 71st/Stony Island Redevelopment Project Area (the "TIF Adoption Ordinance"). The 71<sup>st</sup> /Stony Island Redevelopment Project Area is legally described in Exhibit A to the Redevelopment Agreement (defined below).

D. Pursuant to an ordinance adopted by the City Council on July 9, 2008, the City entered into that certain Montclare Senior Residences of Avalon Park Phase I Redevelopment Agreement dated as of October 29, 2008 and recorded on October 31, 2008 as Document Number 0830541124 in the Office of the Cook County Recorder of Deeds (the "Redevelopment Agreement") with the Developer and the Sponsor.

E. Subsequent to the execution of the Redevelopment Agreement, the Developer completed a project consisting of 102 affordable rental housing units for seniors (age 62 or older) in 2010 on property generally located at 1200 East 78<sup>th</sup> Street, Chicago, Illinois 60619.

F. After completion of the Project (as defined in the Redevelopment Agreement), the Property (as defined in the Redevelopment Agreement) has experienced lower than projected Incremental Property Taxes ("IPT"), which has resulted in the amount of IPT being insufficient for principal and interest payments under the taxable City Note (as defined in the Redevelopment Agreement) that the City issued to the Developer upon completion of the Project. The Developer and the City have agreed to enter into this First Amendment to provide IPT from a neighboring parcel (legally described in Exhibit 1 to this First Amendment), on which a related project known as Montclare Senior Residences of Avalon Park Phase II has been constructed, in order to make principal and interest payments on the City Note.

G. Such aforementioned change to the IPT to be used for making principal and interest payments on the City Note requires an amendment to the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **SECTION ONE: INCORPORATION; DEFINITIONS**

1. The recitals set forth above are incorporated herein by reference and made a part hereof.
2. Any capitalized term used but not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Agreement.

## **SECTION TWO: AMENDMENT TO THE REDEVELOPMENT AGREEMENT**

- 1. Replace the definition of "Available Incremental Taxes" in Section 2 of the Redevelopment Agreement with the following:**

### **2**

"Available Incremental Taxes" shall mean an amount equal to 100% of the Incremental Taxes deposited in the 71<sup>st</sup>/Stony Island TIF Fund attributable to the taxes levied on the Property commencing in the year in which the Certificate issues and on the Additional Parcel commencing with the 2014 tax year (received in 2015), after the scheduled payment of principal and interest on the Modern Schools Across Chicago Bonds.<sup>1</sup>

- 2. Add the following definition to Section 2 of the Redevelopment Agreement:**

"Additional Parcel" shall mean that certain City property located within the Redevelopment Area and legally described on Exhibit B-1 hereto.

**3. Add the following new exhibit to the Redevelopment Agreement:**

An additional exhibit, which is attached to this First Amendment as Exhibit 1, shall be identified as "Exhibit B-1" and added as an exhibit to the Redevelopment Agreement.

**SECTION THREE: MISCELLANEOUS**

1. Except as amended hereby, the provisions of the Redevelopment Agreement remain in full force and effect in accordance with its terms.

2. The Developer acknowledges and agrees that the City does not guarantee that adding the Additional Parcel to the definition of Available Incremental Taxes will further increase the amount of Available Incremental Taxes.

3. In the event of any conflict between the provisions of the Redevelopment Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.

4. All prior agreements, whether written or oral, regarding the amendment of the Redevelopment Agreement are superseded by this First Amendment.

5. This First Amendment may be executed in counterparts, each of which shall be deemed an original.

6. The Developer shall cause one original counterpart of this First Amendment to be recorded with the Office of the Cook County Recorder of Deeds. The First Amendment shall be recorded against the Property and the Additional Parcel. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this First Amendment showing the date and recording number of record.

[The remainder of this page is intentionally left blank and  
the signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Redevelopment Agreement to be signed on or as of the day and year first above written.

**MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE I,  
LLC, an Illinois limited liability company**

By: Avalon Park Phase I, LLC  
an Illinois limited liability company, its manager

By: Avalon Park Phase I, LLC,  
an Illinois limited liability company, Manager

By: \_\_\_\_\_, Member

**CITY OF CHICAGO**

By:  
Name: David L. Reifman  
Commissioner  
Department of Planning and Development

**MONTCLARE AVALON PARK CORP., an Illinois corporation**

By:  
Name: Its:

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to  
me to be the \_\_\_\_\_ of Avalon Park Phase I, LLC, an Illinois limited liability company and  
managing member of Montclare Senior Residences of Avalon Park Phase I, LLC, an Illinois limited liability  
company (the "Owner"), and personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed,  
and delivered said instrument, pursuant to the authority given to him/her by the members of the Owner, as  
his/her free and voluntary act and as the free and voluntary act of the Owner, for the uses and purposes



therein set forth.

GIVEN under my hand and official seal this      day of      , 2017.

Notary Public

My Commission Expires.

(SEAL)

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STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

I,      , a notary public in and for the said County, in the State aforesaid, DO  
HEREBY CERTIFY that David L. Reifman, personally known to me to be the Commissioner of the Department  
of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same  
person whose name is subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by  
the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes

therein set forth.

GIVEN under my hand and official seal this      day of      , 2017.

Notary Public

My Commission Expires:

(SEAL)

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STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to  
me to be the \_\_\_\_\_ of Montclare Avalon Park Corp., an Illinois corporation (the  
"Member"), and personally known to me to be the same person whose name is subscribed to the foregoing

instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Member, as his/her free and voluntary act and as the free and voluntary act of the Member, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this      day of      , 2017.

Notary Public

My Commission Expires

(SEAL)

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**EXHIBIT 1 TO THE FIRST AMENDMENT**

**MONTCLARE SENIOR RESIDENCES OF AVALON PARK PHASE I REDEVELOPMENT PROJECT**

Redevelopment Agreement dated as of October 29, 2008  
(First Amendment dated as of      , 2017 adding this exhibit)

EXHIBIT B-1

**LEGAL DESCRIPTION OF ADDITIONAL PARCEL [TO BE INSERTED AT CLOSING]**

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**CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT**

**SECTION I - GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Montclare Senior Residences of Avalon Park Phase I, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3. ☐ a legal entity with a direct or indirect interest

State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: c/o MR Properties, LLC  
701 Lee Street, Suite 802  
Drs Plainfield, IL 60016

C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: [pmappa@mrpropertiesllc.com](mailto:pmappa@mrpropertiesllc.com)  
<<mailto:pmappa@mrpropertiesllc.com>>

D. Name of contact person: Philip I. Mappa

E. Federal Employer Identification No. (if you have one): /

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

TIF RDA Amendment for Property Located at 1200 E. 78th Street. Chicago, IL 60619

G. Which City agency or department is requesting this EDS? DPD

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # and Contract #

Ver.2017-1

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## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

<input checked="" type="checkbox"/> Person	<input checked="" type="checkbox"/> Limited liability company
<input type="checkbox"/> Publicly registered business corporation	<input type="checkbox"/> Limited liability partnership
<input type="checkbox"/> Privately held business corporation	<input type="checkbox"/> Joint venture

- |  |  |
|--|--|
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501 (c)(3))?   |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust               | <input type="checkbox"/> Other (please specify)          |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes                      ☐ No                      ☒ Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Avalon Park Phase I, LLC

Manager/Member

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

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limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Avalon Park Phase I, LLC	701 Lee Street, Suite 802, Pes Plaines, IL 60016	.01%
	Mail Code NC1-007-11-25	
Bank of America, N.A.	1 qq n, jrvon Street. Charlotte. NC 28255-001	99.99%

## SECTION HI - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party? ☐ Yes ☒ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partners) and describe the financial interest(s).

## SECTION IV ~ DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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Name (indicate whether Business retained or anticipated Address to be retained)

Project Closed and Operating.

Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)

Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V - CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities



identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property,
  - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
  - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
  - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity,
  - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3 ; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none"). NONE

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient. NONE

## C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

**4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.**

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#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

#### SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

#### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

NONE

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the

Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.) <sup>7</sup>

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

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of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

**Is the Disclosing Party the Applicant?**

☒ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☒ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

**DO Yes**                      ☐ **No**      ☐ **Reports not required**

**3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?**

**DO Yes** ☐ **No**

**If you checked "No" to question (1) or (2) above, please provide an explanation:**

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## **SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/ethics](http://www.cityofchicago.org/ethics) <<http://www.cityofchicago.org/ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing

PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1 -23 and Section 2-154-020.

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## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City.

Montclare Senior Residences of Avalon Park Phase I, LLC (Print  
or type exact legal name of Disclosing Party)

by: Avalon Park Phase I, LLC, its Manager/Member by: Montclare Avalon  
Park Corp., its Managing Member

(Sign here)

Philip I. Mappa '

(Print or type name of person signing)

By:

President

(Print or type title of person signing)

Signed and sworn to before me on (date) June 30, 2017

County,

Commission expires:



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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND  
DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes p[ ] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW7PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☐ No ☒ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

**CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT**

**SECTION I - GENERAL INFORMATION**

**A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:**

**Avalon Park Phase I, LLC**

**Check ONE of the following three boxes:**

**Indicate whether the Disclosing Party submitting this EDS is:**

1. ☐ the Applicant

**OR**

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on  
the contract, transaction or other undertaking to which this EDS pertains (referred to below as the  
"Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's

legal

2. name:

**OR**

3- 1x1 "a" entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1))

State the legal name of the entity in which the Disclosing Party holds a right of control: **Montclare Senior  
Residences of Avalon Park Phase I, LLC**

**B. Business address of the Disclosing Party: c/o MR Properties, LLC**

701 Lee Street, Suite 802  
Dfcs Platts II 60016

**C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: pmappa@mrpropertiesllc.com  
<mailto:pmappa@mrpropertiesllc.com>**

**D. Name of contact person: Philip I. Mappa**

**E. Federal Employer Identification No. (if you have one): j**

**F. Brief description of the Matter to which this EDS pertains. (Include project number and location of  
property, if applicable):**

**If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:**

**Specification #** **and Contract #**  
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## SECTION H - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing

- ☐ Person  
☐ Publicly registered business corporation  
☐ Privately held business corporation  
☐ Sole proprietorship  
☐ General partnership  
☐ Limited partnership  
☐ Trust  
  
☒ Limited liability company  
☐ Limited liability partnership  
☐ Joint venture  
☐ Not-for-profit corporation  
 (Is the not-for-profit corporation also a 501(c)(3))?  
☐ Yes      ☐ No      ☐ Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes                      ☐ No                      ☒ Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity, (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability

companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Montclare Avalon Park Corp.

Managing Member

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

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limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Philip I. Mappa	701 Lee Street, Suite 802, Pes Plaines, IL 60016	49.5%
Colin A. Regan	701 Lee Street, Suite 802, Des Plaines, IL 60016	49.5%
~ ~. " ', Z~Z	do MR Properties, LLC	
Montclare Avalon Park Corp.	701 Lee Street. Suite 802. Pes Plaines. IL 60016	1%

## **SECTION ffl - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected officials) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable mquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in

Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes                      ☐ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

#### SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	---

(Add sheets if necessary)

☐ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

#### SECTION V - CERTIFICATIONS

##### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes    ☒ No    ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the

person in compliance with that agreement?

☐ Yes    ☐ No

## B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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**3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:**

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;**
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property,**
- c. are not presently indicted for, or mminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;**
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and**
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.**

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity,
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).



6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none"). NONE

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient. NONE

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

### D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own

name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

**NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.**

**2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.**

**Does the Matter involve a City Property Sale?**

☐ Yes

☐ No

**3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:**

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

**4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.**

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## E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

## SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VJX For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

NONE

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined

by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

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**of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.**

**3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.**

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant? ☐ Yes ☒ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No ☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

## **SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT ENELIGIBDLITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City.

**Avalon Park Phase I, LLC**

(Print or type exact legal name of Disclosing Party) By:  
Montclare Avalon Park Corp., its Managing Member

By:

Philip I. Mappa  
(Print or type name of person signing)

President  
(Print or type title of person signing)

07/19/2019  
Commission expires:

Signed and sworn to before me on (date) June 30, 2017

at Cook County, IL (state).

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section U.B.I.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party, and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.



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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes                      ☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes                      ☐ No                      D<] The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO ECONOMIC  
DISCLOSURE STATEMENT AND AFFIDAVIT**

**SECTION I - GENERAL INFORMATION**

**A. Legal name of the Disclosing Party submitting this EDS. Include dVb/a/ if applicable:**

Montclare Avalon Park Corp.

**Check ONE of the following three boxes:**

**Indicate whether the Disclosing Party submitting this EDS is:**

1. ☐ the Applicant

**OR**

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on

2. the contract, transaction or other undertaking to which this EDS pertains (referred to below as the

2. "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal

2. name:

**OR**

3. ☒ a legal entity with a direct or indirect right of control of the Applicant (see Section 11 (B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

Montclare Senior Residences of Avalon Park Phase I, LLC

**B. Business address of the Disclosing Party: c/o MR Properties, LLC**

/Ul Lee Street, Suite 802  
Pes Plainfis, IL 80016

**C. Telephone: 847-699-6600 Fax: 847-699-6613 Email: [pmappa@mrpropertiesllc.com](mailto:pmappa@mrpropertiesllc.com)**  
**<mailto:pmappa@mrpropertiesllc.com>**

**D. Name of contact person: Philip I. Mappa**

**E. Federal Employer Identification No. (if you have one):/ \**

**F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):**

TIF RPA Amendment for Property Located at 1200 E. 78th Street, Chicago, IL 60619

**G. Which City agency or department is requesting this EDS? DPD**

**If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:**

**Specification #**

**and Contract #**

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**SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

☐ Person ☐ Publicly registered business corporation ☐  
☒ Privately held business corporation ☐  
; ☐ Sole proprietorship ☐  
☐ General partnership (Is  
    ☐ Limited partnership  
; ☐ Trust ☐

Limited liability company Limited liability partnership Joint venture Not-for-profit corporation the not-for-profit corporation also a 501(c)(3)?

☐ Yes ☐ No Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☒ Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee,

executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Philip I. Mappa

President/Director

Colin A. Regan

Vice President/Director

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,' interest of a member or manager in a

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limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Philip I. Mappa	701 Lee Street, Suite 802, Pes Plaines, IL 60016	50%
Colin A. Regan	701 Lee Street, Suite 802, Pes Plaines, IL 60016	50%

## **SECTION m - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [X] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [x] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes                      fc] No

If "yes," please identify below the name(s) of such City elected officials) and/or spouse(s)/domestic partner(s) and describe the financial interests).

#### SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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<b>Name (indicate whether retained or anticipated to be retained)</b>	<b>Business Address</b>	<b>Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)</b>	<b>Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.</b>
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(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

#### SECTION V - CERTIFICATIONS

##### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes    ☒ No    ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes    ☐ No

## B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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**3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:**

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;**
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery, falsification or destruction of records; making false statements; or receiving stolen property;**
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;**
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and**
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found**

liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity,
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if



none, indicate with "N/A" or "none"). NONE

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient. NONE

## C. CERTIFICATION OF STATUS AS FINANCIAL DESTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)  
☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

## D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after

**reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?**

☐ Yes

☒ No

**NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3), If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.**

**2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.**

**Does the Matter involve a City Property Sale?**

☐ Yes

☐ No

**3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:**

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

**4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.**

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#### **E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

## SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):  
NONE

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee  
Ver.2017-1 Page 9 of 14

**of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.**

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A( 1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the

Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant? ☐ Yes  
☒ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)  
☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?  
☐ Yes ☐ No ☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?  
☐ Yes ☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that: (.

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply

with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

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## **CERTIFICATION**

**Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City.**

**Montclare Avalon Park Corp. (Print or type exact  
legal name of Disclosing Party)**

**By:**  
**(Sign here)(\_y**

Philip I. Mappa  
**(Print or type name of person signing)**

**President**  
**(Print or type title of person signing)**

**Signed and sworn to before me on (date) June 30,2017**

**County,**  
**Commission expires:**

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**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial

relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company, (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐Yes ☒No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw

or problem landlord pursuant to MCC Section 2-92-416?

☐Yes ☒No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☐ No ☒ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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UNITED STATES SECURITIES AND EXCHANGE  
COMMISSION Washington, D.C. 20549

**FORM 10-K**

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the fiscal  
year ended: December 31,2016

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For transition period \_\_\_\_\_ to \_\_\_\_\_



Commission File Number of issuing entity: 333-208347-01  
Central Index Key Number of issuing entity: 0001128250

**BA CREDIT CARD TRUST\***

(Exact name of issuing entity as specified in its charter)  
(Issuer of the Notes)

Commission File Number of issuing entity: 333-208347-02  
Central Index Key Number of issuing entity: 0000936988

**BA MASTER CREDIT CARD TRUST  
II**

(Exact name of issuing entity as specified in its charter)  
(Issuer of the Collateral Certificate)

Commission File Number of depositor: 333-208347 Central  
Index Key Number of depositor: 0001370238

**BA CREDIT CARD FUNDING, LLC**

(Exact name of depositor as specified in its charter) Central

Index Key Number of sponsor: 0001102113

**BANK OF AMERICA, NATIONAL ASSOCIATION**

(Exact name of sponsor as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization of the issuing entity)

c/o BA Credit Card Funding, LLC 1020 North French Street  
DE5-002-02-06 Wilmington, DE 19884 (Address of principal executive offices of issuing entity)

(980) 683-4915 (Telephone number, including area code)

Delaware

(State or other jurisdiction of incorporation or organization of the issuing entity)

c/o BA Credit Card Funding, LLC 1020 North French Street  
DE5-002-02-06 Wilmington, DE 19884 (Address of principal executive offices of issuing entity)

(980)683-1915 (Telephone number, including area code)

N/A

(I.R.S. Employer Identification No.)

N/A

(I.R.S. Employer Identification No.)

Securities registered pursuant to Section 12(b) of the Act None Securities  
registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☐ El

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☐ E

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. 12 Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be

submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files), til Yes ☐ No ☐ [Rule 405 of Regulation S-T is not applicable]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. H [Item 405 of Regulation S-K is not applicable.]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐  
Non-accelerated filer E (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☐ E

Registrant has no voting or non-voting common equity outstanding held by non-affiliates

\* In accordance with relevant regulations of the Securities and Exchange Commission, the depositor files annual and other reports with the Commission in respect or BA Credit Card Trust and BA Master Credit Card Trust II under the Central Index Key (CIK) number (0001128250) for BA Credit Card Trust.

#### PART I

The following Items have been omitted in accordance with General Instruction J to Form 10-K:

Item I: Business.  
Item 1 A: Risk Factors.  
Item 2: Properties. ^  
Item 3: Legal Proceedings.

Item IB. Unresolved Staff Comments.

Not Applicable. Item 4. Mine Safety

Disclosures.

Not Applicable.

Substitute information provided in accordance with General Instruction J to Form 10-K:

Item II 12(b) of Regulation AB. Significant Obligors of Pool Assets (Financial Information).

The primary asset of BA Credit Card Trust is the collateral certificate, Series 2001-D, representing an undivided interest in BA Master Credit Card Trust II, whose assets include the receivables arising in a portfolio of unsecured consumer revolving credit card accounts. BA Master Credit Card Trust II, therefore, may be considered a significant obligor in relation to BA Credit Card Trust. Pursuant to Instruction 2.b. to Item 1112(b) of Regulation AB, the information required by Instruction J to Form 10-K in respect of BA Master Credit Card Trust II has been disclosed in this report on Form 10-K in lieu of the information otherwise contemplated by Item 1112(b).

The pool assets held by BA Master Credit Card Trust II do not include any significant obligors. Item 1114(b)(2) of Regulation AB: Credit Enhancement and Other Support, Except for Certain Derivatives Instruments (Financial Information).

Based on the standards set forth in Item 1114(b)(2) of Regulation AB, no information is required in response to this Item. Item 1115

(b) of Regulation AB: Certain Derivatives Instruments (Financial Information).

*Based on the standards set forth in Item 1115(b) of Regulation AB, no information is required in response to this Item. Item*

*1117 of Regulation AB: Legal Proceedings. Industry Developments*

Bank of America, National Association ("BANA") issues credit cards on MasterCard's and Visa's networks. MasterCard and Visa are subject to settlement obligations relating to certain litigations and continue to be subject to significant ongoing litigations, including class actions, and increased competition. These settlements and litigations are based on, among other things, claimed violations of United States federal antitrust laws, claims that currency conversion fees were wrongly applied on purchases of goods and services in foreign countries, and claims alleging that the interchange charged by MasterCard and Visa is impermissible. The costs associated with these settlements, litigations and other matters could cause MasterCard and Visa to invest less in their networks and marketing efforts and could adversely affect the interchange paid to their member banks, including BANA.

#### *Litigation*

In 2005, a group of merchants filed a series of putative class actions and individual actions directed at interchange fees associated with Visa and MasterCard payment card transactions. These actions, which were consolidated in the U.S. District Court for the Eastern District of New York under the caption In Re Payment Card Interchange Fee and Merchant Discount Anti-Trust Litigation ("Interchange"), named Visa, MasterCard and several banks and bank holding companies, including Bank of America Corporation ("BAC"), as defendants. Plaintiffs alleged that defendants conspired to fix the level of default interchange rates and that certain rules of Visa and MasterCard related to merchant acceptance of payment cards at the point of sale were unreasonable restraints of trade under the Sherman Act. Plaintiffs sought unspecified damages and injunctive relief

On October 19, 2012, defendants, including BAC, settled the matter. The settlement provided for, among other things, (i) payments by defendants to the class and individual plaintiffs totaling approximately \$6.6 billion, allocated proportionately to each defendant based upon loss-sharing agreements; (ii) distribution to class merchants of an amount equal to 10 basis points of default interchange across all Visa and MasterCard credit card transactions for a period of eight consecutive months, which period began on July 29, 2013, which otherwise would have been paid to Visa and MasterCard issuers, including BAC, and which effectively reduces credit interchange for that period of time; and (iii) modifications to certain Visa and MasterCard rules regarding merchant point of sale practices.

The district court granted final approval of the class settlement agreement on December 13, 2013. On June 30, 2016, the U.S. Court of Appeals for the Second Circuit vacated the judgment approving the settlement and remanded the case back to the district court for further proceedings. On November 23, 2016, counsel for the class filed a petition with the U.S. Supreme Court seeking review of the Second Circuit decision. As a result of the Second Circuit's decision, the Interchange class case was remanded to the district court, and the parties are in the process of coordinating the case with the already-pending actions brought by merchants who had opted out of the class settlement, as described below.

Following district court approval of the class settlement agreement in December 2013, a number of the class members opted out of the settlement, and many filed individual actions against the defendants. BAC was named as a defendant in one such individual action, as well as one action brought by cardholders alleging claims under the Sherman Act and under California state law. In addition, a number of these individual actions were filed that do not name BAC as a defendant. As a result of various loss-sharing agreements, however, BAC remains liable for any settlement or judgment in these individual suits where it is not named as a defendant. Now that Interchange has been remanded to the district court, these individual actions will be coordinated as individual merchant lawsuits alongside the Interchange class case.

*On November 26, 2014, the district court granted defendants' motion to dismiss the Sherman Act claim in the cardholder action, and on February 26, 2016, the court dismissed plaintiffs' California state law claims. The plaintiffs appealed these decisions to the U.S. Court of Appeals for the Second Circuit. On October 17, 2016 the Second Circuit affirmed the dismissal of plaintiffs' complaint and, on October 31, 2016, it denied plaintiffs' petition for rehearing en banc.*

#### *Regulatory Developments*

On April 7, 2014, FIA Card Services, National Association ("FIA") and BANA entered into separate Consent Orders with the Office of the Comptroller of the Currency (the "OCC") and the Consumer Financial Protection Bureau (the "CFPB"). The Consent Order with the OCC resolved its investigation into billing and fulfillment practices concerning identity theft protection products, including those marketed and billed by vendors. The Consent Order with the CFPB resolved its investigation into billing and fulfillment practices concerning identity theft protection products, including those marketed and billed by vendors, and also resolved its investigation into marketing, sales and fulfillment practices concerning certain credit card debt cancellation products. Pursuant to these Consent Orders, FIA and BANA paid, in April 2014, \$45 million in civil monetary penalties and subsequently provided approximately \$731 million in refunds to affected consumers. In addition, BANA agreed to certain enhancements in its vendor, third-party provider and risk management programs for certain products. On April 25, 2016, the OCC lifted its Consent Order.

On May 29, 2015, BANA entered into a Consent Order with the OCC to resolve its investigation relating to BANA's enterprise-wide compliance risk management program, compliance with the Servicemembers Civil Relief Act, and activities in connection with sworn document and collections litigation practices. In connection with entering into this Consent Order with the OCC, BANA was assessed \$30 million in civil monetary penalties and agreed to provide remediation to affected customer accounts.

#### Legal Proceedings Involving The Bank of New York Mellon

In the ordinary course of business, The Bank of New York Mellon is named as a defendant in or made a party to pending and potential legal actions. In connection with its role as trustee of certain residential mortgage-backed securitization ("RMBS") transactions. The Bank of New York Mellon was named as a defendant in a lawsuit brought by a group of institutional investors. This lawsuit alleges that the trustee had expansive duties under the governing agreements, including the duty to investigate and pursue breach of representation and warranty claims against other parties to the RMBS transactions. While it is inherently difficult to predict the eventual outcomes of pending actions, The Bank of New York Mellon denies liability and intends to defend the litigation vigorously.

The Bank of New York Mellon has provided us with the information in the paragraph above in response to the requirements of Regulation AB. Other than the above paragraph and the information concerning The Bank of New York Mellon specified in this Form 10-K under the caption Item 1122 of Regulation AB: Compliance with Applicable Servicing Criteria and in Exhibit 33.2 to this Form 10-K, The Bank of New York Mellon has not participated in the preparation of, and is not responsible for, any other information contained in this Form 10-K.

### PART II

#### **The following Items have been omitted in accordance with General Instruction J to Form 10-K:**

Item 5: Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities. Item 6: Selected Financial Data.

Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations. Item 7A: Quantitative and Qualitative Disclosures about Market Risk. Item 8: Financial Statements and Supplementary Data.

Item 9: Changes in and Disagreements with Accountants on Accounting and Financial Disclosure. Item 9A: Controls and Procedures.

#### **Item 9B: Other Information.**

None.

### PART III

**The following Items have been omitted in accordance with General Instruction J to Form 10-K:**

Item 10: Directors, Executive Officers and Corporate Governance. Item 11: Executive Compensation.

Item 12: Security/Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters. Item 13: Certain Relationships and Related Transactions, and Director Independence. Item 14: Principal Accountant Fees and Services.

**Substitute information provided in accordance with General Instruction J to Form 10-K:**

**Item 1119 of Regulation AB: Affiliations and Certain Relationships and Related Transactions.**

Information required by Item 11)9 of Regulation AB has been omitted from this report on Form 10-K in reliance on the Instruction to Item 1119.

**Item 1122 of Regulation AB: Compliance with Applicable Servicing Criteria.**

(a) Item 1122 Reports: Each of BANA, with respect to itself and its affiliated servicing participants, and The Bank of New York Mellon (each, a "Servicing Participant") has been identified by the registrant as a party participating in the servicing function with respect to the pool assets held by each of BA Master Credit Card Trust II and BA Credit Card Trust. Each Servicing Participant has completed a report on assessment of compliance with the servicing criteria applicable to such Servicing Participant (each, a "Report on Assessment"), which Reports on Assessment are attached as exhibits to this Form 10-K. In addition, each of the Servicing Participants has provided an attestation report (each, an "Attestation Report") by a registered independent public accounting firm regarding its related Report on Assessment. Each Attestation Report is attached as an exhibit to this Form 10-K. We have not independently verified the accuracy of The Bank of New York Mellon's assertions or the related attestations of its registered independent public accounting firm.

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A Servicing Participant may engage one or more vendors to perform specific and limited activities that address all or a portion of one or more servicing criteria applicable to such Servicing Participant. Each Servicing Participant indicates that it has instituted policies and procedures to monitor whether its vendors' activities comply in all material respects with such servicing criteria, and has elected to take responsibility for assessing compliance with the servicing criteria applicable to its vendors' activities in such Servicing Participant's Report on Assessment.

No Report on Assessment or related Attestation Report has identified (i) any material instance of noncompliance with the servicing criteria identified in such Report on Assessment as applicable to the related Servicing Participant or (ii) any material deficiency in such Servicing Participant's policies and procedures to monitor vendor compliance.

*Platform-Level Reports:*

Regulations of the SEC require that each servicing participant complete a report on assessment at a "platform" level, meaning that the transactions covered by the report on assessment should include all asset-backed securities transactions involving such servicing participant that are backed by the same asset type. Subsequent guidance from the SEC staff identifies additional parameters that a servicing participant may apply to define and further limit its platform. For example, a servicing participant may define its platform to include only transactions that were completed on or after January 1, 2006 (the effective date for Regulation AB) and that were registered with the SEC pursuant to the Securities Act of 1933. Each servicing participant is responsible for defining its own platform, and each platform will naturally differ based on various factors, including the servicing participant's business model, the transactions in which it is involved and the range of activities performed in those transactions.

(b) Other Reports: BANA has completed an assertion letter which states that, as of December 31, 2016, its controls over the functions performed as servicer of BA Master Credit Card Trust II and BA Credit Card Trust are effective in providing reasonable assurance that BA Master Credit Card Trust II and BA Credit Card Trust assets in the possession of or under the control of BANA, as servicer, are safeguarded against loss from unauthorized use or disposition, as specified in the applicable agreements. PricewaterhouseCoopers LLP has produced an accountants report attesting to the fairness of such assertion as of December 31, 2016. Such assertion letter and related accountants report is attached as Exhibit 99.1 to this Form 10-K.

**Item 1123 of Regulation AB: Servicer Compliance Statement.**

BANA has been identified by the registrant as a servicer with respect to the pool assets held by each of BA Master Credit Card Trust I and BA Credit Card Trust. BANA has provided a statement of compliance with the related servicing agreement (the "Compliance Statement"), signed by an authorized officer of BANA. The Compliance Statement is attached as an exhibit to this Form 10-K.

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PART IV

Item 15.

(a)(1) (a)(2) (a)(3) (b)

Exhibit Number

3.1 3.2 4.1

4.2

4.3

4.4 4.5

4.6 4.7 4.8

Exhibits and Financial Statement Schedules.

Not Applicable. Exhibits	Applicable.	Not	Applicable.	Not
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Description

Amended and Restated Articles of Association of Bank of America, National Association (included in Exhibit 3.1 to the registrant's Form 10-K, as filed with the Securities and Exchange Commission on September 23,2015, which is incorporated herein by reference).

Amended and Restated Bylaws of Bank of America, National Association (included in Exhibit 3.2 to the registrant's Form 10-K, as filed with the Securities and Exchange Commission on September 23,2015, which is incorporated herein by reference).

Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 17,2015 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18,2015, which is incorporated herein by reference).

First Amendment to Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December!, 2016 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 9,2016, which is incorporated herein by reference).

Fifth Amended and Restated Series 2001 -D Supplement to Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 17, 2015 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18,2015, which is incorporated herein by reference).

Fourth Amended and Restated Trust Agreement, dated as of October 1,2014 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 1,2014, which is incorporated herein by reference).

First Amendment to Fourth Amended and Restated Trust Agreement, dated as of December 17,2015 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18,2015, which is incorporated herein by reference).

Fourth Amended and Restated Indenture, dated as of December 17, 2015 (included in Exhibit 4.4 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18,2015, which is incorporated herein by reference).

Third Amended and Restated BAseries Indenture Supplement, dated as of December 17,2015 (included in Exhibit 4.5 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18,2015, which is incorporated herein by reference).

Asset Representations Review Agreement, dated as of December 17, 2015 (included in Exhibit 4.7 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18,2015, which is incorporated herein by reference).

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9 First Amendment to Asset Representations Review Agreement, dated as of May 25, 2016 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on May 25, 2016, which is incorporated herein by reference)

10 Dispute Resolution Agreement, dated as of December 17, 2015 (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

1 Class A(2004-3) Terms Document, dated as of March 17, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 17, 2004, which is incorporated herein by reference).

2 Omnibus Amendment to the Class A Terms Documents, dated as of January 8,2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 8,2007, which is incorporated herein by reference).

3 Class A(2007-1) Terms Document, dated as of January 18,2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 18, 2007, which is incorporated herein by reference).

4 Omnibus Amendment to the Class 13 Terms Documents, dated as of January 25,2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 25, 2007, which is incorporated herein by reference).

- 5 Class A(2007-4) Terms Document, dated as of March 20, 2007 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 20, 2007, which is incorporated herein by reference).
- 6 Class A(2007-1 1) Terms Document, dated as of August 2, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 2, 2007, which is incorporated herein by reference).
- 7 Class A(2008-2) Terms Document, dated as of March 14, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 14, 2008, which is incorporated herein by reference).

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- 4 118 Omnibus Amendment to the Class A(2001-2), Class C(2002-1), Class A(2002-3), Class A(2002-5), Class C(2002-3), Class A(2002-8), Class C(2002-6), Class C(2002-7), Class C(2003-1), Class A(2003-4), Class A(2003-8), Class A(2003-1 0), Class C(2003-7), Class A(2004-2), Class C(2004-1), Class A(2004-3), Class B(2004-1), Class A(2004-6), Class C(2004-2), Class A(2004-7), Class B(2004-2), Class A(2004-8), Class A(2004-10), Class A(2005-2), Class C(2005-1), Class A(2005-3), Class B(2005-1), Class A(2005-1), Class B(2005-2), Class A(2005-6), Class C(2005-2), Class A(2005-8), Class A(2005-9), Class A(2005-10), Class A(2005-1 1), Class C(2006-1), Class B(2006-1), Class A(2006-2), Class C(2006-2), Class A(2006-3), Class C(2006-3), Class A(2006-5), Class C(2006-1), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class C(2006-5), Class B(2006-3), Class A(2006-9), Class A(2006-10), Class A(2006-1 1), Class A(2006-1 2), Class C(2006-7), Class A(2006-13), Class B(2006-4), Class A(2006-14), Class A(2006-1 5), Class A(2006-16), Class A(2007-1), Class B(2007-1), Class C(2007-1), Class B(2007-2), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class B(2007-3), Class A(2007-6), Class B(2007-4), Class C(2007-2), Class A(2007-7), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-1 1), Class A(2007-1 2), Class B(2007-5), Class A(2007-13), Class B(2007-6), Class C(2007-4), Class A(2007-14), Class A(2007-15), Class B(2008-1), Class A(2008-1), Class C(2008-1), Class B(2008-2), Class C(2008-2), Class A(2008-2), Class A(2008-2), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class C(2008-4), Class A(2008-8), Class A(2008-9), Class B(2008-4), Class C(2008-5) and Class A(2008-1 0) Terms Documents, dated as of April 14,2009 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 14, 2009, which is incorporated herein by reference).
- 4.11.9 Omnibus Addendum to the Class A(2001-2), Class A(2002-2), Class A(2002-3), Class A(2003-4), Class A(2003-5), Class A(2003-8), Class A(2003-10), Class A(2004-1), Class A(2004-2), Class A(2004-3), Class A(2004-5), Class A(2004-6), Class A(2004-8), Class A(2004-9), Class A(2005-2), Class A(2005-3), Class A(2005-4), Class A(2005-6), Class A(2005-9), Class A(2005-10), Class A(2005-1 1), Class A(2006-2), Class A(2006-5), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class A(2006-9), Class A(2006-1 1), Class A(2006-1 2), Class A(2006-1 3), Class A(2006-14), Class A(2006-1 5), Class A(2006-1 6), Class A(2007-1), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class A(2007-5), Class A(2007-6), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-1 1), Class A(2007-12), Class A(2007-14), Class A(2007-15), Class A(2008-1), Class A(2008-2), Class A(2008-4), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class A(2008-8) and Class A(2008-1 0) Terms Documents, dated as of March 31,2010 (included in Exhibit 4.7 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31,2010, which is incorporated herein by reference).
- 4.U.10 Omnibus Addendum to the Class B(2003-4), Class B(2004-1), Class B(2004-2), Class B(2005-1), ClassB(2005-2), Class B(2005-3), Class B(2006-1), Class B(2006-2), Class B(2007-2), Class B(2007-3), Class B(2007-4), Class B(2007-5), Class B(2008-1), Class B(2008-2), Class B(2009-1), Class B(2009-2) and Class B(2010-1) Terms Documents, dated as of March 31, 2010 (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31,2010, which is incorporated herein by reference).
- 4.1 ].] 1 Class A(2014-1) Terms Document, dated as of February 13,2014 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on February 13, 2014, which is incorporated herein by reference).
- 12 Class A(2014-2) Terms Document, dated as of May 14,2014 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on May 14,2014, which is incorporated herein by reference).
- 13 Class A(2014-3) Terms Document, dated as of September 15, 2014 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on September 15,2014, which is incorporated herein by reference).

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- Class A(2015-1) Terms Document, dated as of February 6, 2015 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on February 9,2015, which is incorporated herein by reference).
- 4.11.15 Class A(2015-2) Terms Document, dated as of April 29, 2015 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 29, 201 5, which is incorporated herein by reference).
- 4 11.16 Class A(2016-1) Terms Document, dated as of June 10,2016 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 10,2016, which is incorporated herein by reference).
- 31.1 Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 1 Report on Assessment of Compliance with Servicing Criteria for Bank of America, National Association and its affiliated servicing participants.
- 2 Report on Assessment of Compliance with Servicing Criteria for The Bank of New York Mellon as of, and for the twelve months ended, December 31,2016.'
- 1 Attestation Report of PncwaterhouseCoopers LLP on Assessment of Compliance with Servicing Criteria relating to Bank of America, National Association and its affiliated servicing participants.
- 2 Attestation Report of KPMG LLP on Assessment of Compliance with Servicing Criteria relating to The Bank of New York Mellon filed as Exhibit

33.2.

35.1 Servicer Compliance Statement of Bank of America, National Association.

1 Report of PricewaterhouseCoopers LLP pursuant to Section 3.06 of the Pooling and Servicing Agreement with regard to Bank of America, National Association (including the related assertion letter of Bank of America, National Association regarding its internal controls, delivered pursuant to Section 3.06 of the Pooling and Servicing Agreement).

2 Amended and Restated Defaulted Receivables Supplemental Servicing Agreement, dated as of October 1, 2014, between Bank of America, National Association and BA Credit Card Funding, LLC (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 1, 2014, which is incorporated herein by reference).

3 First Amendment to Amended and Restated Defaulted Receivables Supplemental Servicing Agreement, dated as of July 8, 2015, between Bank of America, National Association and BA Credit Card Funding, LLC (included in Exhibit 4.4 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 8, 2015, which is incorporated herein by reference).

(c) Not Applicable.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BA Credit Card Trust

By: Bank of America, National Association, as Servicer

By: /s/ Joseph L. Lombardi  
Name: Joseph L. Lombardi Title: Vice  
President

(senior officer in charge of the servicing function) Date: March

28, 2017

EXHIBIT INDEX

Description

Amended and Restated Articles of Association of Bank of America, National Association (included in Exhibit 3.1 to the registrant's Form 10-K, as filed with the Securities and Exchange Commission on September 23, 2015, which is incorporated herein by reference).

Amended and Restated Bylaws of Bank of America, National Association (included in Exhibit 3.2 to the registrant's Form 10-K, as filed with the Securities and Exchange Commission on September 23, 2015, which is incorporated herein by reference).

Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 17, 2015 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

First Amendment to Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 9, 2016 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 9, 2016, which is incorporated herein by reference).

Fifth Amended and Restated Series 2001-D Supplement to Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 17, 2015 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

Fourth Amended and Restated Trust Agreement, dated as of October 1, 2014 (included in Exhibit 4.3 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 1, 2014, which is incorporated herein by reference).

First Amendment to Fourth Amended and Restated Trust Agreement, dated as of December 17, 2015 (included in Exhibit 4.6 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

Fourth Amended and Restated Indenture, dated as of December 17, 2015 (included in Exhibit 4.4 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

Third Amended and Restated BAseries Indenture Supplement, dated as of December 17, 2015 (included in Exhibit 4.5 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

Asset Representations Review Agreement, dated as of December 17, 2015 (included in Exhibit 4.7 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

First Amendment to Asset Representations Review Agreement, dated as of May 25, 2016 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the

Securities and Exchange Commission on May 25, 2016, which is incorporated herein by reference).

Dispute Resolution Agreement, dated as of December 17, 2015 (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on December 18, 2015, which is incorporated herein by reference).

- 4 III Class A(2004-3) Terms Document, dated as of March 17, 2004 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 17, 2004, which is incorporated herein by reference).
- 4.112 Omnibus Amendment to the Class A Terms Documents, dated as of January 8, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 8, 2007, which is incorporated herein by reference).
- 4.11 3 Class A(2007-1) Terms Document, dated as of January 18, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 18, 2007, which is incorporated herein by reference).
- 4 Omnibus Amendment to the Class B Terms Documents, dated as of January 25, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on January 25, 2007, which is incorporated herein by reference).
- 5 Class A(2007-4) Terms Document, dated as of March 20, 2007 (included in Exhibit 4.2 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 20, 2007, which is incorporated herein by reference).
- 6 Class A(2007-1) Terms Document, dated as of August 2, 2007 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on August 2, 2007, which is incorporated herein by reference).
- 7 Class A(2008-2) Terms Document, dated as of March 14, 2008 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 14, 2008, which is incorporated herein by reference).
- 8 Omnibus Amendment to the Class A(2001-2), Class C(2002-1), Class A(2002-3), Class A(2002-5), Class C(2002-3), Class A(2002-8), Class C(2002-6), Class C(2002-7), Class C(2003-1), Class A(2003-4), Class A(2003-8), Class A(2003-10), Class C(2003-7), Class A(2004-2), Class C(2004-1), Class A(2004-3), Class B(2004-1), Class A(2004-6), Class C(2004-2), Class A(2004-7), Class B(2004-2), Class A(2004-8), Class A(2004-10), Class A(2005-2), Class C(2005-1), Class A(2005-3), Class B(2005-1), Class A(2005-4), Class B(2005-2), Class A(2005-6), Class C(2005-2), Class A(2005-8), Class A(2005-9), Class A(2005-10), Class A(2005-11), Class C(2006-1), Class B(2006-1), Class A(2006-2), Class C(2006-2), Class A(2006-3), Class C(2006-3), Class A(2006-5), Class C(2006-4), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class C(2006-5), Class B(2006-3), Class A(2006-9), Class A(2006-10), Class A(2006-11), Class A(2006-12), Class C(2006-7), Class A(2006-13), Class B(2006-14), Class A(2006-15), Class A(2006-16), Class A(2007-1), Class B(2007-1), Class C(2007-1), Class B(2007-2), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class B(2007-3), Class A(2007-6), Class B(2007-4), Class C(2007-2), Class A(2007-7), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-11), Class A(2007-12), Class B(2007-5), Class A(2007-13), Class B(2007-6), Class C(2007-4), Class A(2007-14), Class A(2007-15), Class B(2008-1), Class A(2008-1), Class C(2008-1), Class B(2008-2), Class C(2008-2), Class A(2008-2), Class A(2008-11), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class C(2008-4), Class A(2008-8), Class A(2008-9), Class B(2008-11), Class C(2008-5) and Class A(2008-10) Terms Documents, dated as of April 14, 2009 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 14, 2009, which is incorporated herein by reference).
- 4.1 1.9 Omnibus Addendum to the Class A(2001-2), Class A(2002-2), Class A(2002-3), Class A(2003-4), Class A(2003-5), Class A(2003-X), Class A(2003-10), Class A(2004-1), Class A(2004-2), Class A(2004-3), Class A(2004-5), Class A(2004-6), Class A(2004-8), Class A(2004-9), Class A(2005-2), Class A(2005-3), Class A(2005-4), Class A(2005-6), Class A(2005-9), Class A(2005-10), Class A(2005-11), Class A(2006-2), Class A(2006-5), Class A(2006-6), Class A(2006-7), Class A(2006-8), Class A(2006-9), Class A(2006-11), Class A(2006-12), Class A(2006-13), Class A(2006-14), Class A(2006-15), Class A(2006-16), Class A(2007-1), Class A(2007-2), Class A(2007-3), Class A(2007-4), Class A(2007-5), Class A(2007-6), Class A(2007-8), Class A(2007-9), Class A(2007-10), Class A(2007-11), Class A(2007-12), Class A(2007-14), Class A(2007-15), Class A(2008-1), Class A(2008-2), Class A(2008-4), Class A(2008-5), Class A(2008-6), Class A(2008-7), Class A(2008-8) and Class A(2008-10) Terms Documents, dated as of March 31, 2010 (included in Exhibit 4.7 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
- 10 Omnibus Addendum to the Class 13(2003-4), Class 13(2004-1), Class B(2004-2), Class B(2005-1), Class B(2005-2), Class 13(2005-3), Class B(2006-1), Class B(2006-2), Class B(2007-2), Class B(2007-3), Class B(2007-4), Class B(2008-1), Class B(2008-2), Class B(2009-1), Class B(2009-2) and Class B(2010-1) Terms Documents, dated as of March 31, 2010 (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on March 31, 2010, which is incorporated herein by reference).
- 11 Class A(2014-1) Terms Document, dated as of February 13, 2014 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on February 13, 2014, which is incorporated herein by reference).
- 12 Class A(2014-2) Terms Document, dated as of May 14, 2014 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on May 14, 2014, which is incorporated herein by reference).
- 13 Class A(2014-3) Terms Document, dated as of September 15, 2014 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on September 15, 2014, which is incorporated herein by reference).
- 14 Class A(2015-1) Terms Document, dated as of February 6, 2015 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on February 9, 2015, which is incorporated herein by reference).
- 15 Class A(2015-2) Terms Document, dated as of April 29, 2015 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on April 29, 2015, which is incorporated herein by reference).
- 16 Class A(2016-1) Terms Document, dated as of June 10, 2016 (included in Exhibit 4.1 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on June 10, 2016, which is incorporated herein by reference).



31.1 Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

1 Report on Assessment of Compliance with Servicing Criteria for Bank of America, National Association and its affiliated servicing participants.

2 Report on Assessment of Compliance with Servicing Criteria for The Bank of New York Mellon as of, and for the twelve months ended, December 31, 2016.

34.1 Attestation Report of PricewaterhouseCoopers LLP on Assessment of Compliance with Servicing Criteria relating to Bank of America, National Association and its affiliated servicing participants.

Attestation Report of KPMG LLP on Assessment of Compliance with Servicing Criteria relating to The Bank of New York Mellon filed as Exhibit 33.2.

Servicer Compliance Statement of Bank of America, National Association.

Report of PricewaterhouseCoopers LLP pursuant to Section 3.06 of the Pooling and Servicing Agreement with regard to Bank of America, National Association (including the related assertion letter of Bank of America, National Association regarding its internal controls, delivered pursuant to Section 3.06 of the Pooling and Servicing Agreement).

Amended and Restated Defaulted Receivables Supplemental Servicing Agreement, dated as of October 1, 2014, between Bank of America, National Association and BA Credit Card Funding, LLC (included in Exhibit 4.8 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on October 1, 2014, which is incorporated herein by reference).

First Amendment to Amended and Restated Defaulted Receivables Supplemental Servicing Agreement, dated as of July 8, 2015, between Bank of America, National Association and BA Credit Card Funding, LLC (included in Exhibit 4.4 to the registrant's Form 8-K, as filed with the Securities and Exchange Commission on July 8, 2015, which is incorporated herein by reference).

EXHIBIT.11.1

Certification

1, Joseph L. Lombardi, certify that.

1. I have reviewed this report on Form 10-K, and all reports on Form 10-D required to be filed in respect of the period covered by this report on Form 10-K of BA Credit Card Trust (the "Exchange Act periodic reports");
2. Based on my knowledge, the Exchange Act periodic reports, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, all of the distribution, servicing and other information required to be provided under Form 10-D for the period covered by this report is included in the Exchange Act periodic reports;
4. I am responsible for reviewing the activities performed by the servicer and based on my knowledge and the compliance review conducted in preparing the servicer compliance statement required in this report under Item 1123 of Regulation AB, and except as disclosed in the Exchange Act periodic reports, the servicer has fulfilled its obligations under the servicing agreement in all material respects; and
5. All of the reports on assessment of compliance with servicing criteria for asset-backed securities and their related attestation reports on assessment of compliance with servicing criteria for asset-backed securities required to be included in this report in accordance with Item 1122 of Regulation AB and Exchange Act Rules 13a-18 and 15d-18 have been included as an exhibit to this report, except as otherwise disclosed in this report. Any material instances of noncompliance described in such reports have been disclosed in this report on Form 10-K,

In giving the certifications above, I have reasonably relied on information provided to me by the following unaffiliated parties: The Bank of New York Mellon.

Date: March 28, 2017

By: /s/ Joseph L. Lombardi  
Name: Joseph L. Lombardi Title: Vice  
President

(senior officer in charge of the servicing function)

Exhibit 33.1

[Letterhead of Bank of America, National Association] Certification Regarding

Compliance with Applicable Servicing Criteria

1. Bank of America, National Association (the "Asserting Party" or "BANA"), for itself and on behalf of its affiliated servicing participants, is responsible for assessing compliance as of and for the year ended December 31, 2016, with the servicing criteria applicable to the Asserting Party under paragraph (d) of Item 1122 of Regulation AB, as set forth in Appendix A hereto (such servicing criteria, excluding the criteria listed in the column titled "Inapplicable Servicing Criteria" on Appendix A hereto, the "Applicable Servicing Criteria"). The transactions covered by this report include all asset-backed securities transactions backed by credit card receivables issued by the BA Credit Card Trust on or before December 31, 2016, for which transactions the Asserting Party acted as servicer, that were registered with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, where the related asset-backed securities were outstanding during the period from January 1, 2016 to December 31, 2016 (the "Platform"), as listed in Appendix B hereto;
2. The Asserting Party has engaged two vendors (each, a "Vendor"), each of which is not considered a "servicer" as defined in Item 1101 (j) of Regulation AB, to perform specific, limited or scripted activities, and the Asserting Party elects to take responsibility for assessing compliance with the servicing criteria or portion of the servicing criteria applicable to each such Vendor's activities as set forth in Appendix A hereto. The Asserting Party has policies and procedures in place designed to provide reasonable assurance that each Vendor's activities comply in all material respects with the servicing criteria applicable to each Vendor;
3. Except as set forth in paragraph 4 below, the Asserting Party used the criteria set forth in paragraph (d) of Item 1122 of Regulation AB to assess the compliance by the Asserting Party with the Applicable Servicing Criteria as of and for the year ended December 31, 2016 with respect to the Platform taken as a whole;
4. The criteria listed in the column titled "Inapplicable Servicing Criteria" on Appendix A hereto are inapplicable to the Asserting Party based on the activities it performs with respect to the Platform;
5. The Asserting Party has complied, in all material respects, with the Applicable Servicing Criteria as of and for the year ended December 31, 2016 with respect to the Platform taken as a whole; ■
6. The Asserting Party has not identified and is not aware of any material instance of noncompliance by either Vendor with the Applicable Servicing Criteria as of and for the year ended December 31, 2016 with respect to the Platform taken as a whole;
7. The Asserting Party has not identified any material deficiency in its policies and procedures to monitor the compliance by each Vendor with the Applicable Servicing Criteria as of and for the year ended December 31, 2016 with respect to the Platform taken as a whole; and
8. PricewaterhouseCoopers LLP, an independent registered public accounting firm, has issued an attestation report for the Platform on the Asserting Party's assessment of compliance with the Applicable Servicing Criteria as of and for the year ended December 31, 2016.

March 28, 2017

Bank of America, National Association

By: /s/Joseph L. Lombardi  
Joseph L. Lombardi Vice  
President

## APPENDIX A

## SERVICING CRITERIA APPLICABLE SERVICING CRITERIA INAPPLICABLE SE

Reference Criteria Performed Directly by Asserting Party Performed by Vendor(s) for which Asserting Party is Responsible Party

## General Servicing Considerations

1122(Policies and procedures)

1122(If any material servicer)

1122(Any requirements)

X

1122(A fidelity bond and a transaction agreement)

1122(Aggregation of information)

## Cash Collection and Administration

1122(Payments on pool asset agreements)

X<sup>1</sup> & 2

1122(Disbursements made to)

X

1122(Advances of funds)

X

1122(The related account agreements)

1122(Each custodial account institution means)

1122(Unissued checks)

X

## SERVICING CRITERIA

## APPLICABLE SERVICING CRITERIA

## INAPPLICABLE SERVICING CRITERIA

Reference Criteria Performed Directly by Asserting Party Performed by Vendor(s) for which Asserting Party is Responsible Party

1122(d)(2)(i) Reconciliations are prepared within 30 calendar days of the end of the month; and (D) cc Investor Remittances and Reporting

1122(d)(3)(i) Reports to investors, including in accordance with the timeframe required by its rules and

1122(d)(3)(ii) Amounts due to investor

1122(d)(3)(i) Disbursements made to

X

1122(d)(3)(i) Amounts remitted to investor

X

## Pool Asset Administration

1122(d)(4)(i) Collateral or security on pool asset

X

1122(d)(4)(ii) Pool assets and related documents

1122(d)(4)(i) Any additions, removals or

1122(d)(4)(i) Payments on pool asset

X<sup>2</sup>

1122(d)(4)(i) The Servicer's records reflect

X<sup>2</sup>

## SERVICING CRITERIA

## APPLICABLE SERVICING CRITERIA

## INAPPLICABLE SERVICING CRITERIA

Reference Criteria Performed Directly by " Asserting Party Performed by Vendor(s) for which Asserting Party is Responsible Party

1122(d)(4)(vi) Changes with respect to the terms of the related pool asset documents.

1122(d)(4)(vii) Loss mitigation or recovery actions within the timeframes or other requirements

1122(d)(4)(viii) Records documenting collection efforts for the period specified in the transaction agreement (e.g., if the period is deemed temporary)

1122(d)(4)(ix) Adjustments to interest rates on pool asset

1122(d)(4)(x) Regarding any funds held in trust for the transaction agreements; (B) days of full repayment of the trust

X

1122(d)(4)(xi) Payments made on behalf of a servicer if such support has been received

X

1122(d)(4)(xii) Any late payment penalties in the event of a default or omission.

X

1122(d)(4)(xiii) Disbursements made on behalf of	X
1122(d)(4)(xiv) Delinquencies, charge-offs and	
1122(d)(4)(xv) Any external enhancement or	

Bank of America, National Association ("BANA") is responsible for the processing of collections received with respect to the credit card receivables held by BANA Master Credit Card Trust II.

- BANA has engaged one vendor - Fiserv Solutions Inc. ("Fiserv") - as an obligor payment processor. Fiserv performed specific and limited payment processing activities addressed by criterion 1122(d)(2)(i) during the twelve-month period ended December 31, 2016.
- Fiserv conveyed data relevant to the aforementioned activity - which is addressed by criterion 1122(d)(1)(v) during the twelve-month period ended December 31, 2016.

BANA is responsible for transaction processing, clearing and settlement, and posting and billing services with respect to the credit card receivables held by BANA Master Credit Card Trust II.

- BANA has engaged one vendor - Total System Services, Inc. ("TSYS") - as a technology provider for the consumer credit card processing platform/system of record. TSYS performed transaction processing, clearing and settlement, and posting and billing services for US Consumer Credit Cards - activities addressed by criteria 1122(d)(2)(i), 1122(d)(4)(iv), 1122(d)(4)(v), and 1122(d)(4)(xiv) during the twelve-month period ended December 31, 2016.
- TSYS aggregated and conveyed data relevant to the aforementioned activities - which is addressed by criterion 1122(d)(1)(v) during the twelve-month period ended December 31, 2016.

#### APPENDIX B

##### Outstanding BANA Tranches of Notes in the Platform BANA Credit Card Trust

BANAS Class A (2004-3) BANAS Class A (2007-1) BANAS Class A (2007-4) BANAS Class A (2007-11) BANAS Class A (2008-2)  
BANAS Class A (2014-1) BANAS Class A (2014-2) BANAS Class A (2014-3) BANAS Class A (2015-1) BANAS Class A (2015-2)  
BANAS Class A (2016-1)

Exhibit 33.2

## BNY MELLON

### ASSESSMENT OF COMPLIANCE WITH APPLICABLE SERVICING CRITERIA

Management of The Bank of New York Mellon (formerly The Bank of New York), BNY Mellon Trust of Delaware (formerly BNYM (Delaware)) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), (collectively, the "Company") is responsible for assessing the servicing criteria set forth in Item 1122(d) of Regulation AB promulgated by the Securities and Exchange Commission. Management has determined that the servicing criteria are applicable in regard to the servicing platform as of and for the period as follows:

Platform: Publicly-issued (i.e., transaction-level reporting initially required under the Securities Exchange Act of 1934, as amended) asset-backed securities issued on or after January 1, 2006 and like-kind transactions issued prior to January 1, 2006 that are subject to Regulation AB (including transactions subject to Regulation AB by contractual obligation) for which the Company provides trustee, securities administration, paying agent or custodial services, as defined and to the extent applicable in the transaction agreements, other than residential mortgage-backed securities and other mortgage-related asset-backed securities (the "Platform").

Period: As of and for the twelve months ended December 31, 2016 (the "Period").

Applicable Servicing Criteria: All servicing criteria set forth in Item 1122(d), to the extent required by the related transaction agreements as to any transaction, except as set forth in the column titled "Not Applicable To Platform" in Appendix I attached hereto.

With respect to servicing criterion 1122(d)(2)(vi) management has engaged a vendor to perform the activities required by the servicing criterion. The Company's management has determined that this vendor is not considered a "servicer" as defined in Item 1101 (j) of Regulation AB, and the Company's management has elected to take responsibility for assessing compliance with the servicing criterion applicable to this vendor as permitted by the SEC's Compliance and Disclosure Interpretation 200.06, Vendors Engaged by Servicers (C&DI 200.06). The Company's management has policies and procedures in place designed to provide reasonable assurance that the vendor's activities comply in all material respects with the servicing criterion applicable to the vendor. The Company's management is solely responsible for determining that it meets the SEC requirements to apply C&DI 200.06 for the vendor and related criterion.

With respect to the Platform as of and for the Period, the Company provides the following assessment of compliance in respect of the Applicable Servicing Criteria:

1. The Company's management is responsible for assessing its compliance with the Applicable Servicing Criteria.
2. The Company's management has assessed compliance with the Applicable Servicing Criteria including the servicing criterion for which compliance is

determined based on C&DI 200.06 as described above. In making this assessment, management used the criteria set forth by the Securities and Exchange Commission in paragraph (d) of Item 1122 of Regulation AB.

3. With respect to Applicable Servicing Criteria 1122(d)(4)(iii), there were no activities performed during the Period with respect to the Platform, because there were no occurrences of events that would require the Company to perform such activities.

4. Based on such assessment, as of and for the Period, the Company has complied, in all material respects, with the Applicable Servicing Criteria.

KPMG LLP, an independent registered public accounting firm, has issued an attestation report with respect to Management's Assessment of Compliance with the Applicable Servicing Criteria as of and for the Period.

## 2

The Bank of New York Mellon

I si Richard P. Stanley  
Richard P. Stanley Authorized Signatory

The Bank of New York Mellon Trust Company, N.A.

/s/ Antonio I. Portuondo  
Antonio I. Portuondo Authorized Signatory

BNY Mellon Trust of Delaware

/s/ Roben L... Griffin  
Robert L. Griffin Authorized Signatory

Dated: February 28, 2017

## APPENDIX I

REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM		NOT APPLICABLE TO PLATFORM
		Performed Directly Company	Performed by Vendor which the Company Responsible Party	
1122(d)(1)(i)	Policies and procedures are instituted to monitor any performance or other triggers and events of default in accordance with the transaction agreements.	X		
1122(d)(1)(ii)	If any material servicing activities are outsourced to third parties, policies and procedures are instituted to monitor the third party's performance and compliance with such servicing activities.	X		
1122(d)(1)(iii)	Any requirements in the transaction agreements to maintain a back-up servicer for the pool assets are maintained.			X
1122(d)(1)(iv)	A fidelity bond and errors and omissions policy is in effect on the party participating in the servicing function throughout the reporting period in the amount of coverage required by and otherwise in accordance with the terms of the transaction agreements.			X
1122(d)(1)(v)	Aggregation of information, as applicable, is mathematically accurate and the information conveyed accurately reflects the information.			X
Cash collection and administration				
1122(d)(2)(.)	Payments on pool assets are deposited into the appropriate custodial bank accounts and related bank clearing accounts no more than two business days of receipt, or such other number of days specified in the transaction agreements.	X		
1122(d)(2)(ii)	Disbursements made via wire transfer on behalf of an obligor or to an investor are made only by authorized personnel.	X		
1122(d)(2)(iii)	Advances of funds or guarantees regarding collections, cash flows or distributions, and any interest or other fees charged for such advances, are made, reviewed and approved as specified in the transaction agreements.			X
1122(d)(2)(iv)	The related accounts for the transaction, such as cash reserve accounts or accounts established as a form of over collateralization, are separately maintained (e.g., with respect to commingling of cash) as set forth in the transaction agreements.	X		

1 122(dX2)(v)	Each custodial account is maintained at a federally insured depository institution as set forth in the transaction agreements. For purposes of this criterion, "federally insured depository institution" with respect to a foreign financial institution means a foreign financial institution that meets the requirements of Rule 240.13k-1 (b)(1) of this chapter.	X
1122(d)(2)(vi)	Unissued checks are safeguarded so as to prevent unauthorized access.	X

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REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM Performed Directly Company	NOT APPLICABLE TO PLATFORM Performed by Vendor which the Company Responsible Party
1122(d)(2)(vii)	Reconciliations are prepared on a monthly basis for all asset-backed securities related bank accounts, including custodial accounts and related bank clearing accounts. These reconciliations (A) Are mathematically accurate; (B) Are prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements; (C) Are reviewed and approved by someone other than the person who prepared the reconciliation; and (D) Contain explanations for reconciling items. These reconciling items are resolved within 90 calendar days of their original identification, or such other number of days specified in the transaction agreements.	X	
Investor remittances and reporting 1122(d)(3)(i)	Reports to investors, including those to be filed with the Commission, are maintained in accordance with the transaction agreements and applicable Commission requirements. Specifically, such reports (A) Are prepared in accordance with timeframes and other terms set forth in the transaction agreements; (B) Provide information calculated in accordance with the terms specified in the transaction agreements; (C) Are filed with the Commission as required by its rules and regulations; and (D) Agree with investors' or the trustee's records as to the total unpaid principal balance and number of pool assets serviced by the servicer.	X	
1122(d)(3)(ii)	Amounts due to investors are allocated and remitted in accordance with timeframes, distribution priority and other terms set forth in the transaction agreements.	X	
1122(d)(3)(iii)	Disbursements made to an investor are posted within two business days to the servicer's investor records, or such other number of days specified in the transaction agreements.	X	
1122(d)(3)(iv)	Amounts remitted to investors per the investor reports agree with cancelled checks, or other form of payment, or custodial bank statements.	X	
Pool asset administration 1122(d)(4)(i)	Collateral or security on pool assets is maintained as required by the transaction agreements or related pool asset documents.	X	
1122(d)(4)(ii)	Pool asset and related documents are safeguarded as required by the transaction agreements	X	

1122(dX4)(iii) Any additions, removals or substitutions to the asset pool arc made, reviewed and approved in accordance with any conditions or requirements in the transaction agreements X

5

REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO PLATFORM	
		Performed Directly	Performed for which the Respc
1122(d)(4)(iv)	Payments on pool assets, including any payoffs, made in accordance with the related pool asset documents are posted to the applicable servicer's obligor records maintained no more than two business days after receipt, or such other number of days specified in the transaction agreements, and allocated to principal, interest or other items (e.g., escrow) in accordance with the related pool asset documents.	X	-
1122(d)(4)(v)	The servicer's records regarding the pool assets agree with the servicer's records with respect to an obligor's unpaid principal balance.	X	
1122(d)(4)(vi)	Changes with respect to the terms or status of an obligor's pool assets (e.g., loan modifications or re-agings) are made, reviewed and approved by authorized personnel in accordance with the transaction agreements and related pool asset documents.		X
1122(dX4)(vii)	Loss mitigation or recovery actions (e.g., forbearance plans, modifications and deeds in lieu of foreclosure, foreclosures and repossessions, as applicable) are initiated, conducted and concluded in accordance with the timeframes or other requirements established by the transaction agreements.		X
1122(d)(4)(viii)	Records documenting collection efforts are maintained during the period a pool asset is delinquent in accordance with the transaction agreements. Such records are maintained on at least a monthly basis, or such other period specified in the transaction agreements, and describe the entity's activities in monitoring delinquent pool assets including, for example, phone calls, letters and payment rescheduling plans in cases where delinquency is deemed temporary (e.g., illness or unemployment).		X
1122(dX4Xix)	Adjustments to interest rates or rates of return for pool assets with variable rates are computed based on the related pool asset documents.	X	

1122(d)(4)(x)	Regarding any funds held in trust for an obligor (such as escrow accounts): (A) Such funds are analyzed, in accordance with the obligor's pool asset documents, on at least an annual basis, or such other period specified in the transaction agreements; (B) Interest on such funds is paid, or credited, to obligors in accordance with applicable pool asset documents and state laws; and (C) Such funds are returned to the obligor within 30 calendar days of full repayment of the related pool asset, or such other number of days specified in the transaction agreements.	X
REG AB REFERENCE	SERVICING CRITERIA	APPLICABLE TO NOT APPLICABLE TO PLATFORM
		PerformePerforme Companyfor which the Respc
1122(d)(4)(xi)	Payments made on behalf of an obligor (such as tax or insurance) related to the related penalty or expiration dates, as indicated on the applicable pool asset documents, provided that such support has been received by prior to these dates, or such other number of days specified in the transaction agreements.	X
1122(d)(4)(xii)	Any late payment penalties in connection with any payments made from the servicer's funds and not charged to the obligor's error or omission.	X
1122(d)(4)(xiii)	Disbursements made on behalf of an obligor are posted with records maintained by the servicer, or such other number of days specified in the transaction agreements.	X
1122(d)(4)(xiv)	Delinquencies, charge-offs and uncollectible accounts are reported with the transaction agreements.	X
1122(d)(4)(xv)	Any external enhancement or other support, identified in Item 1122(d)(4)(xv) of this Regulation AB, is maintained as set forth in the transaction agreements.	X



## Report of Independent Registered Public Accounting Firm

To Bank of America, National Association

We have examined management's assertion, included in the accompanying Certification Regarding Compliance with Applicable Servicing Criteria, that Bank of America, National Association (the "Company") complied with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission's Regulation AB for the asset-backed securities transactions backed by credit card receivables issued by the B A Credit Card Trust on or before December 31, 2016, for which transactions the Company acted as servicer, that were registered with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, where the related asset-backed securities were outstanding during the period from January 1, 2016 to December 31, 2016 (the "Platform"), as of December 31, 2016 and for the year then ended, excluding the criteria noted in Appendix A to management's assertion, which the Company has determined are not applicable to the servicing activities performed by it with respect to the Platform. Appendix B to management's assertion identifies the individual asset-backed transactions and securities defined by management as constituting the Platform. Management is responsible for the Company's compliance with the servicing criteria. Our responsibility is to express an opinion on management's assertion based on our examination.

Our examination was conducted in accordance with attestation standards of the Public Company Accounting Oversight Board (United States) and, accordingly, included examining, on a test basis, evidence about the Company's compliance with the applicable servicing criteria and performing such other procedures as we considered necessary in the circumstances. Our examination included testing of selected asset-backed transactions and securities that comprise the Platform, testing of selected servicing activities related to the Platform, and determining whether the Company processed those selected transactions and performed those selected activities in compliance with the applicable servicing criteria. Our procedures were limited to the selected transactions and servicing activities performed by the Company during the period covered by this report. Our procedures were not designed to detect noncompliance arising from errors that may have occurred prior to or subsequent to our tests that may have affected the balances or amounts calculated or reported by the Company during the period covered by this report. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Company's compliance with the servicing criteria.

In our opinion, management's assertion that Bank of America, National Association complied with the aforementioned applicable servicing criteria as of and for the year ended December 31, 2016 for the Platform is fairly stated, in all material respects.

Isl PricewaterhouseCoopers LLP



Charlotte, North Carolina March 28,2017

Exhibit 34.2

[Letterhead of KPMG LLP] Report of Independent Registered Public

Accounting Firm

The Board of Directors  
The Bank of New York Mellon  
BNY Mellon Trust of Delaware  
The Bank of New York Mellon Trust Company, N.A.:

We have examined management's assessment, included in the accompanying Management's Assessment of Compliance with Applicable Servicing Criteria, that The Bank of New York Mellon (formerly The Bank of New York), BNY Mellon Trust of Delaware (formerly BNYM (Delaware)) and The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust, Company, N.A.), (collectively, the "Company") complied with the servicing criteria set forth in Item 1122(d) of the Securities and Exchange Commission's Regulation AB for the publicly-issued (i.e., transaction-level reporting initially required under the Securities and Exchange Act of 1934, as amended) asset-backed securities issued on or after January 1, 2006 and like-kind transactions issued prior to January 1, 2006 that are subject to Regulation AB (including transactions subject to Regulation AB by contractual obligation) for which the Company provides trustee, securities administration, paying agent, or custodial services, as defined and to the extent applicable in the transaction agreements, other than residential mortgage-backed securities and other mortgage-related asset-backed securities (the "Platform"), except for servicing criteria 1122(d)(i)(in), 1122(d)(i)(iv), 1122(d)(i)(v), 1122(d)(2)(iii), 1122(d)(4)(vi), 1122(d)(4)(vii), 1122(d)(4)(vni), 1122(d)(4)(x), 1122(d)(4)(xi), 1122(d)(4)(xii), 1122(d)(4)(xiii) and 1122(d)(4)(xiv), which the Company has determined are not applicable to the activities it performs with respect to the Platform, as of and for the twelve months ended December 31, 2016. With respect to applicable servicing criterion 1122(d)(4)(ni), the Company has determined that there were no activities performed during the twelve months ended December 31, 2016 with respect to the Platform, because there were no occurrences of events that would require the Company to perform such activities. Management is responsible for the Company's compliance with the servicing criteria. Our responsibility is to express an opinion on management's assessment about the Company's compliance based on our examination.

Our examination was conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States) and in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Company's compliance with the servicing criteria specified above and performing such other procedures as we considered necessary in the circumstances. Our examination included testing selected asset-backed transactions and securities that comprise the Platform, testing selected servicing activities related to the Platform, and determining whether the Company processed those selected transactions and performed those selected activities in compliance with the servicing criteria. Furthermore, our procedures were limited to the selected transactions and servicing activities performed by the Company during the period covered by this report. Our procedures were not designed to determine whether errors may have occurred either prior to or subsequent to our tests that may have affected the balances or amounts calculated or reported by the Company during the period covered by this report for the selected transactions or any other transactions. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Company's compliance with the servicing criteria.

As described in the accompanying Management's Assessment of Compliance with Applicable Servicing Criteria, for servicing criterion 1122(d)(2)(vi), the Company has engaged a vendor to perform the activities required by this servicing criterion. The Company has determined that this vendor is not considered a "servicer" as defined in Item 1.101(j) of Regulation AB, and the Company has elected to take responsibility for assessing compliance with the servicing criterion applicable to this vendor as permitted by the SEC's Compliance and Disclosure Interpretation ("CADI") 200.06, Vendors Engaged by Servicers (C&DI 200.06). As permitted by C&DI 200.06, the Company has asserted that it has policies and procedures in place designed to provide reasonable assurance that the vendor's activities comply in all material respects with the servicing criterion applicable to the vendor. The Company is solely responsible for determining that it meets the SEC requirements to apply C&DI 200.06 for the vendor and related criterion as described in its assessment, and we performed no procedures with respect to the Company's eligibility to apply C&DI 200.06.

In our opinion, management's assessment that the Company complied with the aforementioned servicing criteria, including servicing criterion 1122(d)(2)(vi) for which compliance is determined based on C&DI 200.06 as described above as of and for the twelve months ended December 31, 2016 is fairly stated, in all material respects.

/s/KPMG LLP

Chicago, Illinois February  
28, 2017

EXHIBIT 35.1

**SERVICER COMPLIANCE STATEMENT Bank of  
America, National Association BA Credit Card Trust**

The undersigned, a duly authorized officer of Bank of America, National Association (the "Bank"), as Servicer pursuant to the Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 17, 2015, as amended by the First Amendment to Fourth Amended and Restated Pooling and Servicing Agreement, dated as of December 9, 2016 (as further amended, supplemented, or otherwise modified from time to time, the "Pooling and Servicing Agreement") by and between the Bank and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the Fifth Amended and Restated Series 2001-D Supplement, dated as of December 17, 2015 (as amended, supplemented or otherwise modified from time to time, the "Supplement"), by and between the Bank and the Trustee, and the Fourth Amended and Restated Indenture, dated as of December 17, 2015 (as amended, supplemented, or otherwise modified from time to time, the "Indenture") by and between BA Credit Card Trust and The Bank of New York Mellon, as indenture trustee, does hereby certify that:

1. The Bank is Servicer under the Pooling and Servicing Agreement.
2. The undersigned is duly authorized as required pursuant to the Pooling and Servicing Agreement and the Supplement to execute and deliver this Certificate to the Trustee.
3. This Certificate is delivered pursuant to Section 3.05 of the Pooling and Servicing Agreement and Section 20 of the Supplement.
4. During the twelve-month period ended December 31, 2016 (the "Reporting Period") a review of the Servicer's activities and of its performance under the Pooling

and Servicing Agreement, the Supplement and the Indenture has been made under my supervision.

5. To the best of my knowledge, based on such review, the Servicer has fulfilled all of its obligations under the Pooling and Servicing Agreement, the Supplement and the Indenture in all material respects throughout the Reporting Period.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 2<sup>nd</sup> day of March 2017.

By: /s/ Joseph L. Lombardi  
Name: Joseph L. Lombardi Title:  
Vice President

Exhibit 99.1

*pwc*

Report of Independent Accountants

To Bank of America, National Association

We have examined management's assertion, included in the accompanying "Report of Management on BA Master Credit Card Trust II and BA Credit Card Trust Internal Control" ("management's assertion"), that Bank of America, National Association (the "Company"), a wholly owned subsidiary of Bank of America Corporation, maintained effective internal control over the functions performed as servicer of the BA Master Credit Card Trust II (the "Master Trust") and the BA Credit Card Trust (the "Note Trust", together with the Master Trust, the "Trusts"), including each series of the Master Trust and each tranche of the Note Trust as specified in management's assertion, as of December 31, 2016 to provide reasonable assurance that Trusts' assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition as specified in the Fourth Amended and Restated Pooling and Servicing Agreement for the Master Trust dated December 17, 2015 as amended (the "PSA") between the Company, BA Credit Card Funding, LLC and The Bank of New York Mellon (the "Trustee"), the Fifth Amended and Restated Series 2001-D Supplement to Fourth Amended and Restated Pooling and Servicing Agreement for the Master Trust for each series as specified in the management's assertion (the "Series Supplement") between the Company, BA Credit Card Funding, LLC and the Trustee, the Fourth Amended and Restated Indenture for the Note Trust dated December 17, 2015 (the "Indenture") and the Third Amended and Restated BAseries Indenture Supplement dated December 17, 2015 (the "Indenture Supplement"), both between the Note Trust and the Trustee (the PSA, Series Supplements, Indenture and Indenture Supplement, together the "Agreements"). Management is responsible for its assertion. Our responsibility is to express an opinion on management's assertion based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included obtaining an understanding of and evaluating the suitability of design and operating effectiveness of the controls in achieving the trust servicing control objectives, and examining, on a test basis, evidence supporting management's assertion and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Because of inherent limitations in any internal control, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of internal control over the functions performed by the Company as servicer of the Trusts to future periods are subject to the risk that the internal control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, management's assertion referred to above is fairly stated, in all material respects.

/s/ PricewaterhouseCoopers LLP  
Charlotte, North Carolina March 28,  
2017

[Letterhead of Bank of America, National Association]

March 28, 2017

Report of Management on BA Master Credit Card Trust II and BA Credit Card Trust Internal Control

Bank of America, National Association ("BANA" or the "Company"), a wholly owned subsidiary of Bank of America Corporation, is responsible for establishing and maintaining effective internal control over the functions performed as the servicer of the BA Master Credit Card Trust II and the BA Credit Card Trust (the "Trusts" or individually, the "Trust"). These internal controls are designed to provide reasonable assurance to the Company's management and board of directors that Trusts' assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition, as specified in the applicable Pooling and Servicing Agreement, Series Supplements, Indenture and BAseries Indenture Supplement (together the "Agreements") as specified in Appendix I, between BANA as Seller and Servicer, in the case of the Pooling and Servicing Agreement and the Series Supplements, or BA Credit Card Trust, in the case of the Indenture and the BAseries Indenture Supplement, and the applicable Trustee (specific Agreements and Trustees are listed in Appendix I).

Because of inherent limitations in any internal control, no matter how well-designed, misstatements due to error or fraud may occur and not be detected, including the possibility of the circumvention or overriding of internal control. Accordingly, even effective internal control can provide only reasonable assurance with respect to the achievement of any objectives of internal control. Further, because of changes in conditions, the effectiveness of internal control may vary overtime.

The Company has determined that the objectives of controls with respect to servicing and reporting of the Trusts' assets are to provide reasonable, but not absolute

assurance that:

Funds collected are remitted to the Trustee in accordance with the Agreements.

The Trusts' assets are segregated from those retained by BANA in accordance with the Agreements.

- Expenses incurred by the Trusts are calculated and remitted in accordance with the Agreements.

The additions of accounts to the Trusts are authorized in accordance with the Agreements.

The removals of accounts from the Trusts are authorized in accordance with the Agreements.

March 28, 2017 Page 2

Trust Internal Control (continued)

The Trusts' assets amortizing out of the Trusts are calculated in accordance with the Agreements

Monthly Trust reports generated in the form of "Exhibits" and provided to the Trustee are reviewed by a Vice President or above prior to distribution

Monthly Trust reports generated in the form of "Exhibits" contain all information required by the Agreements.

The Company assessed its internal control over the functions performed as servicer of the Trusts in relation to these criteria. Based upon this assessment, Company believes that, as of December 31, 2016, its internal controls over the functions performed as servicer of the Trusts are effective in providing reasonable assurance that Trusts' assets in the possession of or under the control of the servicer are safeguarded against loss from unauthorized use or disposition, as specified in the Agreements.

Bank of America, National Association by:

/s/ Joseph L. Lombardi

Joseph L. Lombardi Vice President

Isi Angela C. Jones Angela C. Jones Managing Director

Appendix [ 13A Master Credit Card Trust II  
Internal Control as of December 31, 2016

#### ISSUANCE DATE

PSA DATE  
PSA SUPPL. DATE

BA Master Credit Card Trust II Series 2001-D

#### Servicing PSA Covenants & Conditions

Fourth Amended and Restated Pooling and Servicing Agreement for the BA Master Credit Card Trust II dated December 17, 2015, as amended: Sections 2.05(e), 2.06, 2.07, 2.08, 3.02, 3.04, 3.05, 3.06, 4.02(a), 4.03(a), (c) and (d), 13.02 (d).

Fifth Amended and Restated Series 2001-D Supplement dated December 17, 2015 to Fourth Amended and Restated Pooling and Servicing Agreement: Sections 3 (b), 4.05 through 4.10, 5.02, and 7(c).

Appendix I BA Credit Card Trust Internal Controls as  
of December 31, 2016

#### TRANCHE

#### Full Year

BA Series Class A (2004-3)

BA Series Class A (2007-1) BA Series Class A (2007-4) BA Series Class A (2007-11) BA Series Class A (2008-2) BA Series Class B (2010-1) - VFNs BA Series Class C (2010-1) - VFNs BA Series Class A (2014-1) BA Series Class A (2014-2) BA Series Class A (2014-3) BA Series Class A (2015-1) BA Series Class A (2015-2) BA Series

Class A (2016-1)

TRUSTEE

INDENTURE DATE

3/17/2004	The Bank of New York Mellon	12/17/2015
1/18/2007	The Bank of New York Mellon	12/17/2015
3/20/2007	The Bank of New York Mellon	12/17/2015

8/2/2007	The Bank ofNew York Mellon	12/17/2015
3/14/2008	The Bank ofNew York Mellon	12/17/2015
1/15/2010	The Bank ofNew York Mellon	12/17/2015
1/15/2010	The Bank ofNew York Mellon	12/17/2015
2/13/2014	The Bank ofNew York Mellon	12/17/2015
5/14/2014	The Bank ofNew York Mellon	12/17/2015
9/15/2014	The Bank ofNew York Mellon	12/17/2015
2/6/2015	The Bank of New York Mellon	12/17/2015
4/29/2015	The Bank ofNew York Mellon	12/17/2015
6/10/2016	The Bank ofNew York Mellon	12/17/2015

INDENTURE SUPP. DATE

12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015 12/17/2015  
Fourth Amended and Restated Indenture for the BA Credit Card Trust dated December 17,2015: .. Sections  
310(a), 402(a), 907, 908(a) and 1201

Third Amended and Restated BAseries Indenture Supplement dated December 17, 2015: Sections 2.02  
(iHiv), 3.02,3.16 and 4.01 (a)

Bank of America | Investor Relations | Board of Directors

## investor Relations

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Governance Highlights

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Code of Conduct

Anti-Money Laundering

Servicemembers Civil Relief Act

Terms of Use

## Board of Directors

Board of Directors | Executive Management Team

Brian Moynihan

Chairman of the Board and Chief Executive Officer, Bank of America Corporation

Sharon L. Allen

Former Chairman, Deloitte

Susan S. Bies

Former Member, Federal Reserve Board

Jack O. Bovender, Jr.

Lead Independent Director, Bank of America Corporation; Former Chairman and Chief Executive Officer, HCA

Frank P. Bramble, Sr.

Former Executive Vice Chairman, MBNA Corporation

Expand All

Linda P. Hudson

Executive Officer, The Cardea Group, LLC; Former President and Chief Executive Officer, BAE

Monica C. Lozano

Former Chairman, US Hispanic Media Inc.

Thomas S. May

Chairman, Viacom Inc.; Former Chairman, President, and Chief Executive Officer of Eversource Energy-Lionel L. Nowell, III Former Senior Vice President and Treasurer, PepsiCo, Inc; Former Senior Vice President and Treasurer, PepsiCo, Inc.

Michael D. White

Former Chairman, President, and Chief Executive Officer of DIRECTV

Pierre J. P. de Week

Former Chairman and Global Head of Private Wealth Management, Deutsche Bank

Thomas D. Woods

Former Vice Chairman and Senior Executive Vice President of CIBC

Arnold W. Donald

President and Chief Executive Officer, Carnival \

R. David Yost

Former Chief Executive Officer, AmensourceBergen

## CONTACT THE BOARD OF DIRECTORS

Persons seeking to communicate with the Board of Directors any director, officer or member of the Board as a group or any committee of the Board should send a letter to the Corporate Secretary at Bank of America Corporation 214 N Tryon St., NC1-027-20-05. Charlotte, NC 28255. The letter should indicate to whom the communication is intended. The Corporate Secretary or the secretary of the designated committee may, at its discretion, sort or summarize the communications as appropriate. Communications that are confidential or contain sensitive information, including but not limited to, confidential or sensitive information, should be communicated to the Board or any director or officer of the Board.

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## Executive Management Team

Board of Directors | Executive Management Team

**Brian Moynihan**

Chairman of the Board and Chief Executive Officer

**Dean Athanasia**

President, Preferred and Small Business

Co-head, Consumer Banking

**Catherine P. Bessant**

Chief Operations and Technology Officer

**Sheri B. Bronstein**

Global Human Resources Executive

**Christine P. Katziff**

Corporate General Auditor

**Terry Laughlin**

Vice Chairman, Head of Global Wealth and Investment Management

**David G. Leitch**

Global General Counsel

**Thomas K. Montag**

Chief Operating Officer

**Paul M. Donofrio**

Chief Financial Officer

**Thong Nguyen**

President, Retail Banking Co-head, Consumer Banking

**Anne M. Finucane**

Vice Chairman

**Andrea B. Smith**

Chief Administrative Officer

**Geoffrey S. Greener**  
Chief Risk Officer  
**Bruce R. Thompson**  
Vice Chairman

*Who we are ►*

*What guides us*

► *Partnering*

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