

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) July 8, 2015

BA CREDIT CARD TRUST*

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

(Issuing Entity of the Notes)

BA MASTER CREDIT CARD TRUST II

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

(Issuing Entity of the Collateral Certificate)

Commission File Number of depositor: 333-189460

BA CREDIT CARD FUNDING, LLC

(Exact name of depositor as specified in its charter)

**BANK OF AMERICA, NATIONAL ASSOCIATION
(Successor by merger to FIA Card Services, National Association)**

(Exact name of sponsor as specified in its charter)

Delaware
(State or Other Jurisdiction of Incorporation)

c/o BA Credit Card Funding, LLC
214 North Tryon Street
Suite #21-39, NC1-027-21-04
Charlotte, North Carolina 28255

(Address of Principal Executive Office)

(704) 683-4915

(Telephone Number, including area code)

333-141948-02

(Commission File Numbers)

01-0864848

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

N/A

(Former name or address, if changed since last report)

Delaware
(State or Other Jurisdiction of Incorporation)

c/o BA Credit Card Funding, LLC
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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Section 8 – Other Events.

Item 8.01. Other Events.

On July 8, 2015, Banc of America Consumer Card Services, LLC (“BACCS”) was removed as the seller of receivables to BA Credit Card Funding, LLC (“Funding”). The Second Amended and Restated Receivables Contribution and Sale Agreement (the “RCSA”), between Bank of America, National Association (“Bank of America”) and BACCS, and the Amended and Restated Receivables Purchase Agreement (the “RPA”) between BACCS and Funding, each dated as of October 1, 2014, have been amended, restated and merged into a single agreement embodied by the Second Amended and Restated Receivables Purchase Agreement, dated as of July 8, 2015 (the “Second Amended and Restated RPA”), among Bank of America, BACCS and Funding. Under the Second Amended and Restated RPA, Bank of America sells Receivables directly to Funding. Bank of America retains all of its obligations previously incurred under the RCSA and has assumed all obligations of BACCS as seller of receivables to Funding under the RPA. All of the rights of BACCS under the RCSA have been assigned to Funding.

Prior to July 8, 2015, BACCS held all of the equity in Funding and Funding was a direct subsidiary of BACCS. On July 8, 2015, BACCS assigned all of the equity in Funding to Bank of America and now Funding is a direct subsidiary of Bank of America.

Bank of America’s current intent is to dissolve BACCS.

The removal described above was the result of internal corporate restructuring, and Bank of America does not anticipate that it will have a material adverse effect on the master trust II portfolio or the noteholders.

In connection with the succession and related events described above, each of the documents listed below under “*Item 9.01(d). Exhibits*” was executed on July 8, 2015.

Section 9 – Financial Statements and Exhibits.

Item 9.01(d). Exhibits.

Exhibit 3.1	Second Amended and Restated Limited Liability Company Agreement of BA Credit Card Funding, LLC;
Exhibit 4.1	Second Amended and Restated Receivables Purchase Agreement, dated as of July 8, 2015, among Bank of America, BACCS, and Funding;
Exhibit 4.2	First Amendment to Third Amended and Restated Pooling and Servicing Agreement, dated as of July 8, 2015, among Funding, as transferor, Bank of America, as servicer, and The Bank of New York Mellon, as trustee (the “Trustee”);
Exhibit 4.3	First Amendment to Third Amended and Restated Indenture, dated as of July 8, 2015, between BA Credit Card Trust (the “Issuer”) and The Bank of New York Mellon, as indenture trustee (the “Indenture Trustee”);
Exhibit 4.4	First Amendment to Amended and Restated Defaulted Receivables Supplemental Servicing Agreement, dated as of July 8, 2015, between Bank of America, as servicer, and Funding, as transferor.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BA CREDIT CARD FUNDING, LLC

Acting solely in its capacity as
depositor of BA Master Credit Card Trust II and
BA Credit Card Trust

Date: July 8, 2015

By: /s/ Keith W. Landis

Name: Keith W. Landis

Title: V.P.

EXHIBIT INDEX

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**Second Amended and Restated
Limited Liability Company Agreement
of
BA Credit Card Funding, LLC**

This Second Amended and Restated Limited Liability Company Agreement of BA Credit Card Funding, LLC (this "*Agreement*"), is made by Bank of America, National Association, a national banking association ("*BANA*"), as the sole Member, and the Board of Directors. Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A attached hereto.

Whereas, Banc of America Consumer Card Services, LLC ("*BACCS*"), a North Carolina limited liability company, has heretofore formed a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq.*), as amended from time to time (the "*Act*") by filing a Certificate of Formation of the Company with the office of the Secretary of State of the State of Delaware on May 3, 2006, and entering into a Limited Liability Company Agreement of the Company, dated as of May 3, 2006 (the "*Original LLC Agreement*");

Whereas, BACCS has heretofore continued the Company pursuant to an Amended and Restated Limited Liability Company Agreement of the Company, dated October 20, 2006 (the "*Amended and Restated LLC Agreement*");

Whereas, as of the close of business on the date hereof, and pursuant to Section 21 of the Amended and Restated LLC Agreement, BACCS has assigned, transferred and conveyed all of its limited liability company interest in the Company to BANA, and BANA has become the new sole member of the Company pursuant to an Assignment of Limited Liability Company Interest and Amendment to Amended and Restated Limited Liability Company Agreement of BA Credit Card Funding, LLC, dated as of the date hereof (the "*Assignment*");

Whereas, as of the close of business on or about July 17, 2015, BACCS is expected to wind up its operations, distribute its assets to its parent, BANA, pursuant to a liquidating distribution and cease to exist as an entity; and

Whereas, BANA, as the new sole member, desires to continue the Company as a limited liability company under the Act and to amend and restate the Amended and Restated LLC Agreement in its entirety.

Now, Therefore, in consideration of the agreements and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto further amend and restate the Amended and Restated LLC Agreement and agree as follows:

Section 1. Name.

The name of the limited liability company heretofore formed and continued by this Agreement is BA Credit Card Funding, LLC.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at Hearst Tower, 214 North Tryon Street, Suite # 21-39, NC1-027-21-04, Charlotte, NC 28255, or such other location as may hereafter be determined by the Board.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

Section 5. Members.

(a) The mailing address of the Member is set forth on Schedule B attached hereto. The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to the Amended and Restated LLC Agreement.

(b) Subject to Section 9(j), the Member may act by written consent.

(c) Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), each Person acting as an Independent Director pursuant to Section 10, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically shall be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless (i) a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement and (ii) such successor has also accepted its appointment as Independent Director pursuant to Section 10; *provided, however*, that the Special Member shall automatically cease to be a member of the Company upon the admission to the Company of a substitute Member. Each Special Member

shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. Pursuant to Section 18-301 of the Act, a Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, each Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or any matter relating to, the Company, including the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of each Special Member, each Person acting as an Independent Director pursuant to Section 10 shall execute a counterpart to this Agreement. Prior to its admission to the Company as Special Member, each Person acting as an Independent Director pursuant to Section 10 shall not be a member of the Company.

Section 6. Certificates.

Christine M. Costamagna has been designated, and hereby is confirmed, as an “authorized person” within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, her powers as an “authorized person” ceased, and the Member thereupon became the designated “authorized person” and shall continue as the designated “authorized person” within the meaning of the Act. An Officer, or if required by applicable law, the Member, shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Board may wish the Company to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes.

The purpose to be conducted or promoted by the Company is to engage in the following activities:

(a) (i)(A) to execute and deliver, and to exercise and perform its rights and obligations under or with respect to, the Receivables Purchase Agreement, (B) to purchase or otherwise acquire certain credit card receivables and other related assets (the “*Purchased Assets*”) from BACCS, BANA and any applicable successor thereto in accordance with the Receivables Purchase Agreement and related transaction documents, (C) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments and supplements to the Receivables Purchase Agreement, including any supplemental conveyances, (D) to engage in any activities necessary, appropriate or convenient in connection with the Receivables Purchase Agreement and the acquisition of the Purchased Assets and (E) to authorize, execute, deliver, exercise and perform any other agreement, notice or document in connection with, relating to or contemplated by the foregoing;

(ii) to purchase, acquire, own, hold, service, dispose of, endorse, sell, transfer, assign, convey, pledge, grant and finance the Purchased Assets;

(iii) (A) to execute, deliver, incur debt and other obligations and perform its obligations under the Revolving Credit Agreement, (B) to execute and deliver, and to perform its obligations under, any amendments or supplements to the Revolving Credit Agreement, (C) to engage in any activities necessary, appropriate or convenient in connection with the Revolving Credit Agreement, and (D) to authorize, execute, deliver and perform any other agreement, notice or document, in connection with, relating to or contemplated by the Revolving Credit Agreement;

(iv) (A) to execute and deliver, and to exercise and perform its rights and obligations under or with respect to, the Transfer and Participation Agreement, (B) to acquire the Participation Interest from the Bank in accordance with the Transfer and Participation Agreement and related transaction documents, (C) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments or supplements to the Transfer and Participation Agreement, (D) to engage in any activities necessary, appropriate or convenient in connection with the Transfer and Participation Agreement, and (E) to authorize, execute, deliver, exercise and perform any other agreement, notice or document, in connection with, relating to or contemplated by the foregoing;

(v) (A) to execute and deliver, and to exercise and perform its rights and obligations under or with respect to, the Allocation Agreement, (B) to acquire increases in the Participation Interest from the Bank in accordance with the Allocation Agreement and related transaction documents, (C) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments or supplements to the Allocation Agreement, (D) to engage in any activities necessary, appropriate or convenient in connection with the Allocation Agreement, and (E) to authorize, execute, deliver, exercise and perform any other agreement, notice or document, in connection with, relating to or contemplated by the foregoing;

(vi) (A) to execute and deliver, and to exercise and perform its rights and obligations under or with respect to, the Contribution Agreement, including, without limitation, the termination of the Transfer and Participation Agreement and the Allocation Agreement thereby, (B) to acquire the Participated Assets from BACCS in accordance with the Contribution Agreement and related transaction documents, (C) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments or supplements to the Contribution Agreement, (D) to engage in any activities necessary, appropriate or convenient in connection with the Contribution Agreement, and (E) to authorize, execute, deliver, exercise and perform any other agreement, notice or document, in connection with, relating to or contemplated by the Contribution Agreement;

(vii) to acquire, own, hold, service, dispose of, sell, transfer, assign, convey, pledge, grant and finance the Participation Interest and the Participated Assets (including increases in the Participation Interest or the Participated Assets);

(viii) (A) to execute and deliver, and to exercise and perform its rights and obligations under or with respect to, the Administrative Services Agreement, (B) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments or supplements to the Administrative Services Agreement, (C) to engage in any activities necessary, appropriate or convenient in connection with the Administrative Services Agreement, and (D) to authorize, execute, deliver, exercise and perform any other agreement, notice or document, in connection with, relating to or contemplated by the Administrative Services Agreement;

(ix) (A) to execute and deliver, and to exercise and perform its rights and obligations under or with respect to, any Asset Representations Review Agreement, (B) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments or supplements to any Asset Representations Review Agreement, (C) to engage in any activities necessary, appropriate or convenient in connection with any Asset Representations Review Agreement and (D) to authorize, execute, deliver, exercise and perform any other agreement, notice or document, in connection with, relating to or contemplated by any Asset Representations Review Agreement;

(x) to engage in any activities necessary, appropriate or convenient to own, hold, receive, exchange, dispose of, otherwise deal in and exercise all rights, powers, privileges and all other incidents of ownership or possession with respect to all of the Company's property, including the Purchased Assets, the Participated Assets and the Participation Interest (including increases in the Participation Interest or the Participated Assets), any property which may be acquired by the Company as a result of any distribution in respect of the Purchased Assets, the Participated Assets and the Participation Interest (including increases in the Participation Interest or the Participated Assets), and any property received by the Company as a contribution from the Member;

(xi) to be substituted for the Bank and to assume the rights and obligations of the Bank as Seller or Transferor and to become the Seller or Transferor and assume all of the rights and obligations of the Seller or Transferor under the terms of the Pooling and Servicing Agreement and under the terms of each Series Supplement thereto and to assume all of the rights and obligations of the Seller or Transferor under and with respect to the other documents and agreements (including, without limitation, any credit enhancement agreements) previously entered into by the Bank, as Seller, related to Master Trust II and the Master Trust II Obligations issued by Master Trust II;

(xii) to be substituted for the Bank and to assume the rights and obligations of the Bank as Transferor and to assume all of the rights and obligations of the Transferor under the Transfer Agreements;

(xiii) to be substituted for the Bank and to assume the rights and obligations of the Bank as Transferor and Owner and to assume all of the rights and obligations of the Transferor and Owner under the Secured Note Trust Agreements;

(xiv) to be substituted for the Bank and to assume the rights and obligations of the Bank as Transferor and Beneficiary and to assume all of the rights and obligations of Transferor and Beneficiary under the Master Note Trust Agreement;

(xv) (A) to execute and deliver, and to exercise and perform its rights and obligations under the Pooling and Servicing Agreement, (B) to sell or otherwise transfer all or any of the Purchased Assets to the Master Trust II Trustee in connection therewith, (C) to execute Master Trust II Obligations issued under the Pooling and Servicing Agreement and any Series Supplements, (D) to execute and deliver, and to exercise and perform its rights and obligations under, any amendments, supplements or assignments, reassignments or reconveyances of receivables and related assets to the Pooling and Servicing Agreement, (E) to provide for the issuance of additional Series Supplements and other documents related to the issuance of Master Trust II Obligations and (F) to engage in any activities necessary, appropriate or convenient, and to authorize, execute, deliver and perform any other agreement, notice or document, in connection with, relating to or contemplated by the Pooling and Servicing Agreement and the Series Supplements thereto;

(xvi) (A) to execute and deliver, and to exercise and perform its rights and obligations under each document or agreement to which it becomes a party by substitution for the Bank as Transferor or Owner, (B) to execute and deliver, and to exercise and perform its rights and obligations under any amendments or supplements related to the Transfer Agreements and the Secured Note Trust Agreements, including, without limitation, each of the Class C Note Trust Amendments, and (C) to engage in any activities necessary, appropriate or convenient, and to authorize, execute, deliver and perform any other agreement, notice or document, in connection, relating to or contemplated by the Transfer Agreements, the Secured Note Trust Agreements and the Class C Note Trust Amendments;

(xvii) (A) to execute and deliver, and to exercise and perform its rights and obligations under each document or agreement to which it becomes a party by substitution for the Bank as Transferor or as Beneficiary, (B) to execute and deliver, and to exercise and perform its rights and obligations under any amendments or supplements related to the Master Note Trust Agreement, and (C) to engage in any activities necessary, appropriate or convenient, and to authorize, execute, deliver and perform any other agreement, notice or document, in connection, relating to or contemplated by the Master Note Trust Agreement;

(xviii) to acquire, hold, enjoy, sell or otherwise transfer and grant rights in all of the rights and privileges of any certificate, interest or other indicia of beneficial ownership issued by Master Trust II, the Master Note Trust or the Secured Note Trusts or any similar trust to the Company pursuant to any trust agreement, purchase agreement,

pooling and servicing agreement, transfer and servicing agreement, transfer and administration agreement, indenture or other document;

(xix) to execute and deliver, and to exercise and perform all of its rights and obligations under or with respect to, the Basic Documents, the Independent Director Agreement and any other documents, agreements or instruments contemplated thereby, and any amendments, restatements, supplements or other modifications thereto;

(xx) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the foregoing purposes (including the execution of any notices or filings with governmental authorities and the execution of any interest rate or basis swap, cap, floor or collar agreements, currency exchange agreements or similar hedging transactions and referral, management, servicing and administration agreements); and

(xxi) to take all other actions necessary to maintain the existence of the Company as a limited liability company in good standing under the laws of the State of Delaware and to qualify the Company to do business as a foreign limited liability company in any jurisdiction in which such qualification, in the opinion of the Board, is required.

(b) The Company is hereby authorized to execute, deliver and perform, and any Director or Officer on behalf of the Company is hereby authorized to execute, deliver and perform, the Basic Documents, the Independent Director Agreement and all agreements, certificates and other documents contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Director, Officer or other Person, notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of any Director or Officer to enter into other agreements on behalf of the Company.

Section 8. Powers.

Subject to Section 9(j), the Company, and the Board of Directors and the Officers of the Company on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management.

(a) *Board of Directors.* Subject to Section 9(j), the business and affairs of the Company shall be managed by or under the direction of a Board of one or more Directors designated by the Member. Subject to Section 10, the Member may determine at any time, in its sole and absolute discretion, the number of Directors to constitute the Board. The authorized number of Directors may be increased or decreased by the Member at any time, in its sole and

absolute discretion, upon notice to all Directors and subject in all cases to Section 10. The current number of Directors is four, one of whom is an Independent Director pursuant to Section 10. Each Director elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Director's earlier death, resignation, expulsion or removal. Each Director shall execute and deliver the Management Agreement. Directors need not be a Member. The current Directors designated by the Member are listed on Schedule D attached hereto.

(b) *Powers.* Subject to Section 9(j), the Board of Directors shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Subject to Sections 7 and 9, the Board of Directors has the authority to bind the Company.

(c) *Meetings of the Board of Directors.* The Board of Directors of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than one day's notice to each Director by telephone, facsimile, mail, electronic mail or any other means of communication, and special meetings shall be called by the President or Secretary in like manner and with like notice upon the written request of any Director.

(d) *Quorum; Acts of the Board.* At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board, or of any committee designated by the Board, may be taken without a meeting if (i) all members of the Board or such committee, as the case may be, consent thereto in writing and (ii) the writing or writings are filed with the minutes of proceedings of the Board or such committee, as the case may be.

(e) *Electronic Communications.* Members of the Board, or any committee designated by the Board, may participate in meetings of the Board or such committee by means of telephone conference or similar communications equipment that allows all Persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

(f) *Committees of Directors.* (i) The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Company. The Board may designate one or more Directors as alternate

members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

(ii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

(iii) Any such committee, to the extent provided in the resolution of the Board but subject to Sections 9(j) and 10, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company. Any such committee shall have such names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(g) *Compensation of Directors; Expenses.* The Board shall have the authority to fix the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Director. No such payment shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) *Removal of Directors.* Subject to Section 10 and unless otherwise restricted by law, any Director or the entire Board of Directors may be removed or expelled, with or without cause, at any time by the Member and, subject to Section 10, any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) *Directors as Agents.* To the extent of their powers set forth in this Agreement and subject to Section 9(j), the Directors are agents of the Company for the purpose of the Company's business, and the actions of the Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement or in a resolution of the Board, a Director may not bind the Company.

(j) *Limitations on the Company's Activities.* (i) This Section 9(j) is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(ii) The Member shall not, so long as any Obligation is outstanding, amend, alter, change or repeal the definition of "Independent Director" or Sections 5(c), 7, 8, 9, 10, 16, 20, 21, 22, 23, 24, 25, 26, 29 or 31 or Schedule A of this Agreement without the unanimous written consent of the Board (including all Independent Directors). Subject to this Section 9(j), the Member reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 31.

(iii) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, the Board, any Officer or any other Person, so long as any Obligation is outstanding, none of the Member, the Board, any Officer or any other Person shall be authorized or empowered, nor shall they permit the Company, without the prior unanimous written consent of the Member and the Board (including all Independent Directors), to take any Material Action, *provided, however*, that, so long as any Obligation is outstanding, the Board may not vote on, or authorize the taking of, any Material Action, unless there is at least one Independent Director then serving in such capacity.

(iv) The Board and the Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; *provided, however*, that the Company shall not be required to preserve any such right or franchise if the Board shall determine that the preservation thereof is no longer desirable for the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Company. The Board also shall cause the Company at all times to do the following:

(A) maintain its own separate office, books and records and bank accounts;

(B) hold itself out to the public and all other Persons as a legal entity separate from the Member and any other Person;

(C) have a Board of Directors separate from that of the Member and any other Person; *provided, however*, that the Board of the Company may be comprised of the same Persons who comprise the board of any Affiliate that is a special-purpose bankruptcy-remote entity;

(D) file its own tax returns to the extent required under applicable law and to the extent (1) not part of a consolidated group filing or a consolidated return and (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;

(E) except as contemplated by the Basic Documents, not commingle its assets with assets of any other Person;

(F) conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;

(G) maintain separate financial statements and prepare and maintain its financial records in accordance with applicable generally accepted accounting principles;

(H) pay its own liabilities only out of its own funds;

(I) maintain an arm's-length relationship with the Member and its other Affiliates;

(J) pay the salaries of its own employees;

(K) not hold out its credit or assets as being available to satisfy the obligations of others;

(L) allocate fairly and reasonably any overhead for shared office space;

(M) use separate stationery, invoices and checks;

(N) except as contemplated by the Basic Documents, not pledge its assets for the benefit of any other Person;

(O) correct any known misunderstanding regarding its separate identity and credit;

(P) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities;

(Q) cause its Board of Directors to meet at least annually or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Delaware limited liability company formalities;

(R) not acquire any securities of the Member; and

(S) cause the Directors, Officers, agents and other representatives of the Company to act with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Member or the Board on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Member or the Directors.

(v) So long as any Obligation is outstanding, the Board shall not cause or permit the Company to do any of the following:

(A) except as contemplated by the Basic Documents, guarantee any obligation of any Affiliate or any other Person;

(B) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Section 7, the Basic Documents or this Section 9(j);

(C) incur, create or assume any indebtedness other than as contemplated by the Basic Documents;

(D) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Company may invest in those investments permitted under the Basic Documents and may make any advance contemplated by the Basic Documents and permit the same to remain outstanding in accordance therewith;

(E) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests, other than such activities as are contemplated by the Basic Documents; or

(F) except as contemplated or permitted by the Basic Documents, form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

Section 10. Independent Director.

As long as any Obligation is outstanding, the Member shall cause the Company at all times to have at least one Independent Director who will be appointed by the Member. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Independent Directors shall consider only the interests of the Company, including its respective creditors, in acting or otherwise voting on the matters referred to in Section 9(j)(iii). No resignation or removal of an Independent Director, and no appointment of a successor Independent Director, shall be effective until such successor (i) shall have accepted his or her appointment as an Independent Director by a written instrument, which may be a counterpart signature page to the Management Agreement, and (ii) shall have executed a counterpart to this Agreement as required by Section 5(c). In the event of a vacancy in the position of Independent Director, the Member shall, as soon as practicable, appoint a successor Independent Director. All right, power and authority of the Independent Directors shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. Except as provided in the second sentence of this Section 10, in exercising his or her rights and performing their duties under this Agreement, any Independent Director shall have a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the General Corporation Law of the State of Delaware. No Independent Director shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

Section 11. Officers.

(a) *Officers.* The Officers of the Company shall be designated by the Board and shall consist of at least a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Additional or successor Officers of the Company shall be chosen by the Board. Any number of offices may be held by the same person. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The salaries of all Officers and agents of the Company shall be fixed by or in the manner prescribed by the Board. The Officers of the Company shall hold office until their successors are chosen

and qualified. Any Officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board.

(b) *President.* The President shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The President or any other Officer authorized by the President or the Board shall execute all bonds, mortgages and other contracts, except (i) where required or permitted by law or this Agreement to be otherwise executed, including by Section 7(b), (ii) where execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company, and (iii) as otherwise permitted in Section 11(c).

(c) *Vice President.* In the absence of the President or in the event of the President's inability to act, the Vice President, if any (or if there be more than one, the Vice Presidents in the order designated by the Board, or in the absence of any designation, then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(d) *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or shall cause to be given, notice of all meetings of the Member, if any, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision the Secretary shall serve. The Assistant Secretary, if any (or if there be more than one, the Assistant Secretaries in the order designated by the Board, or in the absence of any designation, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(e) *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and to the Board, at its regular meetings or when the Board so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. The Assistant Treasurer, if any (or if there be more than one, the Assistant Treasurers in the order designated by the Board, or in the absence of any designation, then in order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and

exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(f) *Officers as Agents.* The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and, subject to Section 9(j), the actions of the Officers taken in accordance with such powers shall bind the Company.

(g) *Duties of the Board and Officers.* Except to the extent otherwise provided herein, each Director and Officer shall have a fiduciary duty of loyalty and care similar to that of directors and officers of business corporations organized under the General Corporation Law of the State of Delaware.

Section 12. Limited Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member nor the Special Members nor any Director or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Special Member, Director or Officer of the Company.

Section 13. Capital Contributions.

The Member has made a capital contribution to the Company. In accordance with Section 5(c), the Special Members shall not be required to make any capital contributions to the Company.

Section 14. Additional Contributions.

The Member is not required to make any additional capital contribution to the Company. However, subject to Section 9(j), the Member may make additional capital contributions to the Company at any time upon the written consent of such Member. The provisions of this Agreement, including this Section 14, are intended to benefit the Member and the Special Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement), and the Member and the Special Members shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 15. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated to the Member.

Section 16. Distributions.

Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law or any Basic Document.

Section 17. Books and Records.

The Board shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Board. The Member and its duly authorized representatives shall have the right to examine the Company's books, records and documents during normal business hours. The Company, and the Board on behalf of the Company, shall not have the right to keep confidential from the Member any information that the Board would otherwise be permitted to keep confidential from the Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Board. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Board.

Section 18. Reports.

(a) Within 60 days after the end of each fiscal quarter, the Board shall cause to be prepared an unaudited report setting forth as of the end of such fiscal quarter:

- (i) unless such quarter is the last fiscal quarter, a balance sheet of the Company; and
- (ii) unless such quarter is the last fiscal quarter, an income statement of the Company for such fiscal quarter.

(b) The Board shall use diligent efforts to cause to be prepared and mailed to the Member, within 90 days after the end of each fiscal year, an audited or unaudited report setting forth as of the end of such fiscal year:

- (i) a balance sheet of the Company;
- (ii) an income statement of the Company for such fiscal year; and
- (iii) a statement of the Member's capital account.

(c) The Board shall, after the end of each fiscal year, use reasonable efforts to cause the Company's independent accountants, if any, to prepare and transmit to the Member as promptly as possible any such tax information as may be reasonably necessary to enable the Member to prepare its federal, state and local income tax returns relating to such fiscal year.

Section 19. Other Business.

Notwithstanding any duty otherwise existing at law or in equity, the Member, the Special Members and any Officer, Director, employee or agent of the Company and any Affiliate of the Member or the Special Members may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

Section 20. Exculpation and Indemnification.

(a) To the fullest extent permitted by applicable law, none of the Member, the Special Members, or any Officer, Director, employee or agent of the Company nor any employee, representative, agent or Affiliate of the Member or the Special Members (collectively, the "*Covered Persons*") shall be liable to the Company or any other Person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; *provided, however*, that any indemnity under this Section 20 by the Company shall be provided out of and to the extent of Company assets only, and the Member and the Special Members shall not have personal liability on account thereof; and *provided further*, that so long as any Obligation is outstanding, no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under this Section 20 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 20.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such

other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets or liabilities of the Company, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 20 shall survive any termination of this Agreement.

Section 21. Assignments.

The Member may assign in whole or in part its limited liability company interest in the Company *provided, however*, the Member shall not sell, assign, transfer or otherwise convey its limited liability company interest in the Company without (i) delivering to the Bank a legal opinion of nationally recognized tax counsel generally to the effect that such transaction will not adversely affect the federal income tax status of any of Master Trust II, the Master Note Trust or any Secured Note Trust or adversely affect the federal income tax characterization of any outstanding debt issued by any of such trusts, and (ii) satisfying the Rating Agency Condition. Subject to Section 23, the transferee of a limited liability company interest in the Company shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If the Member transfers all of its limited liability company interest in the Company pursuant to this Section 21, such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation in compliance with the Basic Documents shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement, and the Company shall continue without dissolution.

Section 22. Resignation.

So long as any Obligation is outstanding, the Member may not resign, except as permitted under the Basic Documents. If the Member is permitted to resign pursuant to this Section 22, an additional member of the Company shall be admitted to the Company, subject to Section 23, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and,

immediately following such admission, the resigning Member shall cease to be a member of the Company.

Section 23. Admission of Additional Members.

One or more additional Members of the Company may be admitted to the Company upon (i) obtaining the written consent of the Member, and (ii) delivering to the Bank a legal opinion of nationally recognized tax counsel generally to the effect that such admission will not adversely affect the federal income tax status of any of Master Trust II, the Master Note Trust or any Secured Note Trust or adversely affect the federal income tax characterization of any outstanding debt issued by any of such trusts.

Section 24. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company or that causes the Member to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Sections 21 and 23, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to Sections 22 and 23), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of such member in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or a Special Member shall not cause the Member or Special Member, respectively, to cease to be a member of the Company, and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Notwithstanding any other provision of this Agreement, each of the Member and the Special Members waives any right it might have to agree in writing to dissolve the Company upon the Bankruptcy of the Member or a Special Member or the occurrence of an event that causes the Member or a Special Member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly

manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 25. Waiver of Partition; Nature of Interest.

Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each of the Member and the Special Members hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 16 hereof. The interest of the Member in the Company is personal property.

Section 26. Benefits of Agreement; No Third-Party Rights.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member or a Special Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons but only to the extent set forth in Section 20) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person (other than Covered Persons but only to the extent set forth in Section 20).

Section 27. Severability of Provisions.

Each provision of this Agreement shall be considered severable, and if for any reason any provision herein is determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 28. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 29. Binding Agreement.

Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement, including Sections 7, 8, 9, 10, 20, 21, 22, 23, 24, 26, 29 and 31, constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member by the Independent Directors, in accordance with its terms.

Section 30. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 31. Amendments.

Subject to Section 9(j), this Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member. Notwithstanding anything to the contrary in this Agreement, so long as any Obligation is outstanding, this Agreement may not be modified, altered, supplemented or amended, unless the Rating Agency Condition is satisfied, except (i) to cure any ambiguity or (ii) to change or supplement any provision in a manner consistent with the intent of this Agreement and the other Basic Documents.

Section 32. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 33. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (i) in the case of the Company, to the Company at its address in Section 2, (ii) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto, Attention Scott McCarthy, with a copy to Bank of America, National Association, 214 North Tryon Street, Mail Code: NC1-027-20-05, Charlotte, North Carolina 28255, Attention Greg Lumelsky, and (iii) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

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In Witness Whereof, the undersigned have duly executed this Second Amended and Restated Limited Liability Company Agreement as of the close of business on the 8th day of July, 2015.

Member:

Bank of America, National Association

By: /s/Keith W. Landis

Name: Keith W. Landis

Title: V.P.

[Signature Page to Second Amended and Restated Limited Liability Company Agreement]

Directors:

/s/ Joseph Lombardi

Name: Joseph Lombardi

/s/ Stephanie L. Vincent

Name: Stephanie L. Vincent

/s/ Scott W. McCarthy

Name: Scott W. McCarthy

/s/ Albert Fioravanti

Name: Albert Fioravanti

[Signature Page to Second Amended and Restated Limited Liability Company Agreement]

Schedule A

Definitions

A. *Definitions.* The following terms, when capitalized in this Agreement, shall have the following meanings:

“*Act*” has the meaning set forth in the preamble to this Agreement.

“*Administrative Services Agreement*” means the Amended and Restated Administrative Services and Premises Agreement, dated as of October 20, 2006, between the Company and BANA, as amended, restated, supplemented or otherwise modified from time to time.

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person.

“*Agency Amendments*” means each of (a) the First Amendment to Paying Agent Agreement, dated as of October 20, 2006, among the Bank, as seller and servicer, the Master Trust II Trustee, Credit Suisse, as principal paying agent and agent bank, and the Additional Paying Agents (as defined therein), and acknowledged and accepted by the Company, as transferor, and (b) the First Amendment to Agency Agreement, dated as of October 20, 2006, among the Bank, as seller and servicer, the Master Trust II Trustee, JPMorgan Chase Bank, London Branch, as paying agent and principal paying agent, and acknowledged and accepted by the Company, as transferor, each as amended, restated, supplemented or otherwise modified from time to time.

“*Agreement*” means this Second Amended and Restated Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated, supplemented or otherwise modified from time to time.

“*Allocation Agreement*” means the Allocation Agreement, dated as of May 10, 2006, between the Company and the Bank, as amended, restated, supplemented or otherwise modified from time to time.

“*Asset Representations Review Agreement*” means any agreement by and between the Bank, as servicer, the Company, as transferor, and a third party, as asset representations reviewer, as may be entered into, amended, restated, or otherwise modified from time to time pursuant to the Pooling and Servicing Agreement.

“*Amended and Restated LLC Agreement*” has the meaning set forth in the preamble to this Agreement.

“*Assignment*” has the meaning set forth in the preamble to this Agreement.

“*BACCS*” means Banc of America Consumer Card Services, LLC, a North Carolina limited liability company, together with its successors and assigns.

“*BANA*” means Bank of America, National Association, a national banking association, together with its successors and assigns.

“*BANA(USA)*” means Bank of America, National Association (USA), a national banking association, together with its successors and assigns.

“*Bank*” means FIA Card Services, National Association (formerly known as MBNA America Bank, National Association)), a national banking association, together with its successors and assigns (including BANA, as successor by merger to FIA).

“*Bankruptcy*” means, with respect to any Person, such Person having (i) filed a petition or commenced a proceeding (A) to take advantage of any bankruptcy, insolvency, or similar law or (B) for the appointment of a trustee, conservator, receiver, liquidator, or similar official for or relating to such Person or all or substantially all of its property, (ii) consented or failed to object to any such petition filed or proceeding commenced against or with respect to it or all or substantially all of its property, or any such petition or proceeding is not dismissed or stayed within 120 days of its filing or commencement, or a court, agency, or other supervisory authority with jurisdiction decrees or orders relief with respect to any such petition or proceeding and such decree or order is not vacated or stayed within 90 days, (iii) admitted in writing its inability to pay its debts generally as they become due, (iv) made an assignment for the benefit of its creditors, (v) voluntarily suspended payment of its obligations, or (vi) taken any action in furtherance of any of the foregoing. The foregoing definition of “Bankruptcy” is intended to replace and shall supersede and replace the definition of “Bankruptcy” set forth in Sections 18-101(1) and 18-304 of the Act.

“*Basic Documents*” means the Administrative Services Agreement, the Allocation Agreement, the Transfer and Participation Agreement, the Revolving Credit Agreement, the Receivables Purchase Agreement, the Pooling and Servicing Agreement, the Series Supplements, the Secured Note Trust Agreements, the Transfer Agreements, the Master Note Trust Agreement, the Contribution Agreement, the Loan Agreement Amendments, the Agency Amendments, the Class C Note Trust Amendments, the Indenture, the Emerald Program Documents, any Asset Representations Review Agreement, and all documents and certificates contemplated thereby or delivered in connection therewith.

“*Board*” or “*Board of Directors*” means the Board of Directors of the Company.

“*BONY*” means The Bank of New York Mellon (formerly known as The Bank of New York), a New York banking corporation.

“*Certificate of Formation*” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on May 3, 2006, as amended or restated from time to time.

“*Class C Note Trust Amendments*” means each of (a) the Omnibus Amendment to MBNA Asset Backed Note Trusts Transfer Agreements, dated as of October 20, 2006, among each of the MBNA Asset Backed Note Trusts set forth on Schedule 1 thereto (collectively, the

"Class C Note Trusts") and the Bank, and acknowledged and accepted by BONY, as indenture trustee and Master Trust II Trustee, and the Company, as transferor, (b) the Omnibus Amendment to MBNA Asset Backed Note Trusts Administration Agreements, dated as of October 20, 2006, among each of the Class C Note Trusts and the Bank, and acknowledged and accepted by BONY, as indenture trustee and Master Trust II Trustee, and the Company, as transferor and administrator, and consented to by WTC, as owner trustee, (c) the Omnibus Amendment to MBNA Asset Backed Note Trusts Control Agreements, dated as of October 20, 2006, among each of the Class C Note Trusts, the Bank, and BONY, as indenture trustee and Master Trust II Trustee, and acknowledged and accepted by the Company, as transferor, (d) the Omnibus Amendment to MBNA Asset Backed Note Trusts Indentures, dated as of October 20, 2006, among each of the Class C Note Trusts and BONY, as indenture trustee, and acknowledged and accepted by the Company, as transferor, the Bank, as administrator, and the Master Trust II Trustee, and (e) the Omnibus Amendment to MBNA Asset Backed Note Trusts Trust Agreements, dated as of October 20, 2006, between the Bank and WTC, as owner trustee, and acknowledged and accepted by BONY, as indenture trustee, and the Company, as transferor, each as amended, restated, supplemented or otherwise modified from time to time.

"Company" means BA Credit Card Funding, LLC, a Delaware limited liability company.

"Contribution Agreement" means the Contribution Agreement Relating to the Participation Interest in the BA Master Credit Card Trust II Participated Assets, dated as of October 20, 2006, among the Bank, BACCS and the Company, as amended, restated, supplemented or otherwise modified from time to time.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Covered Persons" has the meaning set forth in Section 20(a).

"Directors" means the Persons elected to the Board of Directors from time to time by the Member, including the Independent Directors, in their capacity as managers of the Company. A Director is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"Emerald Program Documents" means each of (a) the Amended and Restated Dealer Agreement, dated as of October 20, 2006, among the Company, as transferor, the Master Note Trust, as issuer, and J.P. Morgan Securities Inc., as the dealer, (b) the Amended and Restated Dealer Agreement, dated as of October 20, 2006, among the Company, as transferor, the Master Note Trust, as issuer, and Lehman Brothers Inc., as the dealer, (c) the Amended and Restated Dealer Agreement, dated as of October 20, 2006, among the Company, as transferor, the Master Note Trust, as issuer, and Citigroup Global Markets Inc. (as successor to Salomon Smith Barney Inc.), as the dealer, (d) the Amended and Restated Dealer Agreement, dated as of October 20,

2006, among the Company, as transferor, the Master Note Trust, as issuer, and Goldman, Sachs & Co., as the dealer, (e) the Amended and Restated Dealer Agreement, dated as of October 20, 2006, among the Company, as transferor, the Master Note Trust, as issuer, and Banc of America Securities LLC, as the dealer, and (f) the Amended and Restated Maturity Note Purchase Agreement, dated as of October 20, 2006, among the Master Note Trust, the Company, as transferor, the Bank, as servicer, each of the Maturity Note Purchasers (as defined therein), each of the Covering Purchasers (as defined therein) and ABN AMRO Bank, N.V., as agent for the Maturity Note Purchasers (as defined therein) and as a Maturity Note Purchaser (as defined therein), each as amended, restated, supplemented or otherwise modified from time to time.

"Indenture" means the Second Amended and Restated Indenture, dated as of October 20, 2006, between the Master Note Trust and BONY, as indenture trustee, and acknowledged and accepted by the Bank, as servicer, as amended, restated, supplemented or otherwise modified from time to time.

"Independent Director" means a natural person who, for the five-year period prior to his or her appointment as Independent Director has not been, and during the continuation of his or her service as Independent Director is not (i) an employee, officer, director, partner or stock or other equity holder of the Company or any of its Affiliates (other than his or her service as an Independent Director of the Company or of an Affiliate of the Company that is a special-purpose bankruptcy-remote entity); (ii) a material creditor, customer or supplier of the Company or any of its Affiliates; or (iii) any member of the immediate family of a person described in (i) or (ii).

"Independent Director Agreement" means the letter agreement, dated May 4, 2006, made by Lord Securities Corporation and accepted by the Company, as amended, supplemented and otherwise modified from time to time.

"Loan Agreement Amendments" means each of (a) the First Amendment to Series 1996-M Loan Agreement, dated as of October 20, 2006, among the Bank, as seller and servicer, the Master Trust II Trustee, Credit Suisse, New York Branch, as agent, Banque Paribas, New York Branch, as co-agent and a CA Investor, and Alpine Securitization Corp., as a CA Investor, and acknowledged and accepted by the Company, as transferor, (b) the First Amendment to Series 1997-O Loan Agreement, dated as of October 20, 2006, among the Bank, as seller and servicer, the Master Trust II Trustee, WestLB, New York Branch (formerly known as Westdeutsche Landesbank Girozentrale, AG, New York Branch) (*"WestLB"*), as agent, and Paradigm Funding LLC (*"Paradigm"*), as a CA Investor, and acknowledged and accepted by the Company, as transferor, (c) the First Amendment to Series 1998-B Loan Agreement, dated as of October 20, 2006, among the Bank, as seller and servicer, the Master Trust II Trustee, WestLB, as agent, and Paradigm, as a CA Investor, and acknowledged and accepted by the Company, as transferor, and (d) the First Amendment to Series 2000-L Loan Agreement, dated as of October 20, 2006, among the Bank, as seller and servicer, the Master Trust II Trustee, BNP Paribas, New York Branch, as agent and as a CA Investor, and Starbird Funding Corporation, as a CA Investor, and acknowledged and accepted by the Company, as transferor, each as amended, restated, supplemented or otherwise modified from time to time.

"Management Agreement" means the agreement of the Directors in the form attached hereto as Schedule C. The Management Agreement shall be deemed incorporated into, and a part of, this Agreement.

"Master Note Trust" means the BA Credit Card Trust (formerly known as MBNA Credit Card Master Note Trust), a Delaware statutory trust, together with its successors and assigns.

"Master Note Trust Agreement" means the BA Credit Card Trust Third Amended and Restated Trust Agreement, dated as of October 20, 2006, between the Company, as beneficiary and as transferor, and Wilmington Trust Company, a Delaware banking corporation, as owner trustee, and acknowledged and accepted by the Master Note Trust and the Bank, as predecessor beneficiary and transferor, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Master Trust II" means the BA Master Credit Card Trust II created pursuant to the Pooling and Servicing Agreement.

"Master Trust II Obligations" means any Investor Certificate (as defined in the Pooling and Servicing Agreement) or other interest in Master Trust II issued under the Pooling and Servicing Agreement or any supplement thereto.

"Master Trust II Trustee" means BONY, as trustee for Master Trust II and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee as appointed in the Pooling and Servicing Agreement.

"Material Action" means any action to do the following:

(i) consolidate or merge the Company with or into any Person, or sell all or substantially all of the assets of the Company (except as contemplated by the Basic Documents);

(ii) (A) file a petition or commence a proceeding (I) to take advantage of any bankruptcy, insolvency, or similar law with respect to the Company or (II) for the appointment of a trustee, conservator, receiver, or similar official for or relating to the Company or all or substantially all of its property, (B) consent or fail to object to any such petition filed or proceeding commenced against or with respect to the Company or all or substantially all of its property, (C) admit in writing the Company's inability to pay its debts generally as they become due, (D) make an assignment for the benefit of the Company's creditors, (E) voluntarily suspend payment of the Company's obligations, or (F) take any action in furtherance of any of the foregoing; or

(iii) to the fullest extent permitted by law, dissolve or liquidate the Company.

"Member" means Bank of America, National Association, a national banking association, as the equity member of the Company, and includes any Person admitted as an

additional equity member of the Company or a substitute equity member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company; *provided, however*, the term “Member” shall not include the Special Members.

“*Obligations*” shall mean the indebtedness, liabilities and obligations of the Company under or in connection with the Basic Documents or any related document in effect as of any date of determination.

“*Officer*” means an officer of the Company described in Section 11.

“*Original LLC Agreement*” has the meaning set forth in the preamble to this Agreement.

“*Participated Asset*” means the “Participated Assets” and the “BACCHC Assets,” as such terms are defined in the Contribution Agreement.

“*Participation Interest*” has the meaning set forth in the Transfer and Participation Agreement.

“*Person*” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization or entity, whether or not a legal entity, and any governmental authority.

“*Pooling and Servicing Agreement*” means the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, by and between the Company, as transferor, the Bank, as servicer, and the Master Trust II Trustee, as amended, restated, supplemented or otherwise modified from time to time.

“*Purchased Assets*” has the meaning set forth in Section 7(a)(i).

“*Rating Agency*” has the meaning set forth in the Pooling and Servicing Agreement.

“*Rating Agency Condition*” means that each Rating Agency shall have notified the Company and the Member in writing that any proposed assignment of any limited liability company interest in the Company pursuant to Section 21 or any amendment to this Agreement pursuant to Section 31, as applicable, will not result in a reduction or withdrawal of the rating of any outstanding securities issued by Master Trust II or the Master Note Trust to which it is a Rating Agency.

“*Receivables Purchase Agreement*” means the Receivables Purchase Agreement, dated as of October 20, 2006, between BACCS and the Company, and acknowledged and accepted by the Master Trust II Trustee and the Bank, as servicer for Master Trust II, as amended, restated, supplemented or otherwise modified from time to time.

"Revolving Credit Agreement" means the Amended and Restated Revolving Credit Agreement, dated as of October 20, 2006, between BACCS and the Company, as amended, restated, supplemented or otherwise modified from time to time.

"Secured Note Trust" means the Delaware statutory trust created pursuant to the related Secured Note Trust Agreement.

"Secured Note Trust Agreement" means each of (a) the MBNA Asset Backed Note Trust (1998-E) Trust Agreement, dated as of August 11, 1998, between the Bank and Wilmington Trust Company, as Owner Trustee, as supplemented and amended from time to time, (b) the MBNA Asset Backed Note Trust (1999-B) Trust Agreement, dated as of March 26, 1999, between the Bank and Wilmington Trust Company, as Owner Trustee, as supplemented and amended from time to time, (c) the MBNA Asset Backed Note Trust (2000-D) Trust Agreement, dated as of May 10, 2000, between the Bank and Wilmington Trust Company, as Owner Trustee, as supplemented and amended from time to time, (d) the MBNA Asset Backed Note Trust (2000-E) Trust Agreement, dated as of May 31, 2000, between the Bank and Wilmington Trust Company, as Owner Trustee, as supplemented and amended from time to time, (e) the MBNA Asset Backed Note Trust (2000-H) Trust Agreement, dated as of August 22, 2000, between the Bank and Wilmington Trust Company, as Owner Trustee, as supplemented and amended from time to time, (f) the MBNA Asset Backed Note Trust (2001-B) Trust Agreement, dated as of March 7, 2001, between the Bank and Wilmington Trust Company, as Owner Trustee, as supplemented and amended from time to time, and (g) the MBNA Asset Backed Note Trust (2001-C) Trust Agreement, dated as of April 24, 2001, between the Bank and Wilmington Trust Company, as Owner Trustee, each as amended, restated, supplemented or otherwise modified from time to time.

"Series Supplement" means any supplement to the Pooling and Servicing Agreement executed and delivered in connection with the original issuance of Investor Certificates (as defined in the Pooling and Servicing Agreement) of a series and all amendments and/or restatements thereof and supplements thereto, including, without limitation, (a) the Fourth Amended and Restated Series 2001-D Supplement to the Pooling and Servicing Agreement, dated as of October 1, 2014, among the Company, as transferor, the Bank, as servicer, and the Master Trust II Trustee, as the same may be amended, restated, supplemented or otherwise modified from time to time, and (b) the Omnibus Amendment to the Series Supplements, dated as of October 20, 2006, among the Company, as transferor, the Bank, as servicer, and the Master Trust II Trustee.

"Special Member" means, upon such person's admission to the Company as a member of the Company pursuant to Section 5(c), a person acting as Independent Director, in such person's capacity as a member of the Company. A Special Member shall only have the rights and duties expressly set forth in this Agreement.

"Transfer Agreement" means each of (a) the Transfer Agreement, dated as of August 11, 1998, between the Bank and MBNA Asset Backed Note Trust (1998-E), as supplemented and amended from time to time, (b) the Transfer Agreement, dated as of March 26, 1999, between the Bank and MBNA Asset Backed Note Trust (1999-B), as supplemented and amended from

time to time, (c) the Transfer Agreement, dated as of May 10, 2000, between the Bank and MBNA Asset Backed Note Trust (2000-D), as supplemented and amended from time to time, (d) the Transfer Agreement, dated as of May 31, 2000, between the Bank and MBNA Asset Backed Note Trust (2000-E), as supplemented and amended from time to time, (e) the Transfer Agreement, dated as of August 22, 2000, between the Bank and MBNA Asset Backed Note Trust (2000-H), as supplemented and amended from time to time, (f) the Transfer Agreement, dated as of March 7, 2001, between the Bank and MBNA Asset Backed Note Trust (2001-B), as supplemented and amended from time to time, and (g) the Transfer Agreement, dated as of April 24, 2001, between the Bank and MBNA Asset Backed Note Trust (2001-C), each as amended, restated, supplemented or otherwise modified from time to time.

“Transfer and Participation Agreement” means the Transfer and Participation Agreement, dated as of May 10, 2006, among BACCS, the Company, the Bank and BANA(USA), each as amended, restated, supplemented or otherwise modified from time to time.

“WTC” means Wilmington Trust Company, a Delaware banking corporation.

B. *Rules of Construction.* Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

Schedule B

Member

NAME	MAILING ADDRESS	LIMITED LIABILITY COMPANY INTEREST
Bank of America, National Association	1020 North French Street Mail Code: DE5-002-02-06 Wilmington, DE 19884	100%

Schedule C

Management Agreement

[date]

BA Credit Card Funding, LLC
[Hearst Tower
214 North Tryon Street, Suite # 21-39
NC1-027-21-04
Charlotte, NC 28255]

Re: Management Agreement – BA Credit Card Funding, LLC

Ladies and Gentlemen:

For good and valuable consideration, each of the undersigned Persons, who have been designated as Directors of BA Credit Card Funding, LLC, a Delaware limited liability company (the “*Company*”), in accordance with the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of July 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*LLC Agreement*”), hereby agree as follows:

1. Each of the undersigned accepts such Person’s rights and authority as a Director under the LLC Agreement and agrees to perform and discharge such Person’s duties and obligations as a Director under the LLC Agreement, and further agrees that such rights, authorities, duties and obligations under the LLC Agreement shall continue until such Person’s successor as a Director is designated or until such Person’s resignation or removal as a Director in accordance with the LLC Agreement is effective. Each of the undersigned agrees and acknowledges that it has been designated as a “manager” of the Company within the meaning of the Delaware Limited Liability Company Act.

2. So long as any Obligation is outstanding, each of the undersigned agrees, solely in its capacity as a creditor of the Company on account of any indemnification or other payment owing to the undersigned by the Company, that at no time shall it commence, or join in commencing, an involuntary bankruptcy case or other insolvency or similar proceeding under the laws of any jurisdiction against the Company.

3. This Management Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

Capitalized terms used and not otherwise defined herein have the meanings set forth in the LLC Agreement.

This Management Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Management Agreement and all of which together shall constitute one and the same instrument.

In Witness Whereof, the undersigned have executed this Management Agreement as of the date first above written.

Schedule D

Directors

1. Joseph Lombardi
 2. Stephanie L. Vincent
 3. Scott W. McCarthy
 4. Albert Fioravanti (independent)
-

BA MASTER CREDIT CARD TRUST II
SECOND AMENDED AND RESTATED
RECEIVABLES PURCHASE AGREEMENT

among

BANK OF AMERICA, NATIONAL ASSOCIATION,
BANC OF AMERICA CONSUMER CARD SERVICES, LLC

and

BA CREDIT CARD FUNDING, LLC

Dated as of July 8, 2015

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This Second Amended and Restated Receivables Purchase Agreement (as amended, supplemented or otherwise modified from time to time, this "Agreement") is made as of July 8, 2015, among Bank of America, National Association ("BANA"), Banc of America Consumer Card Services, LLC, a North Carolina limited liability company ("BACCS"), and BA Credit Card Funding, LLC, a Delaware limited liability company ("Funding").

BACKGROUND

Each capitalized term, except as defined below, is defined in Article I of this Agreement.

Prior to October 1, 2014, FIA Card Services, National Association ("FIA") originated receivables in credit card accounts and contributed and sold receivables arising in a subset of those accounts and certain other related assets to BACCS under that certain Amended and Restated Receivables Contribution and Sale Agreement, dated as of October 20, 2006, as amended by the First Amendment to Amended and Restated Receivables Contribution and Sale Agreement, dated as of November 14, 2006, each by and between FIA and BACCS (as amended, supplemented or otherwise modified, the "Original First Tier Agreement").

As of October 1, 2014 (the "Merger Date"), FIA merged with and into BANA (such combination, the "Merger"), with BANA being the surviving entity of such Merger.

Since the Merger Date, BANA (successor by merger to FIA) has originated, and does now continue to originate, receivables in credit card accounts as the successor by merger to FIA's credit card business.

As of the Merger Date, BANA and BACCS amended and restated the Original First Tier Agreement by executing the Second Amended and Restated Receivables Contribution and Sale Agreement, dated as of the Merger Date (as amended, supplemented or otherwise modified, the "Second Amended and Restated First Tier Agreement"), together with the Original First Tier Agreement, the "Prior First Tier Agreements" and each, a "Prior First Tier Agreement") pursuant to which BANA has been selling to BACCS credit card receivables arising under the credit card accounts identified in the Prior First Tier Agreements and certain other related assets.

Prior to the Merger Date, BACCS and Funding were each party to that certain Receivables Purchase Agreement, dated as of October 20, 2006 (as amended, supplemented or otherwise modified, the "Original Receivables Purchase Agreement"), pursuant to which BACCS sold to Funding credit card receivables arising under the credit card accounts identified in the Original Receivables Purchase Agreement and certain other related assets.

As of the Merger Date, BACCS and Funding amended and restated the Original Receivables Purchase Agreement by executing the Amended and Restated Receivables Purchase Agreement, dated as of the Merger Date (as amended, supplemented or otherwise modified, the "Amended and Restated Second Tier Agreement"), together with the Original Receivables

Purchase Agreement, the “Prior Second Tier Agreements” and each, a “Prior Second Tier Agreement”) pursuant to which BACCS has been selling to Funding Prior RPA Purchased Assets.

As of the close of business on or about July 17, 2015 (the “BACCS Liquidation Date”), BACCS is expecting to wind up its operations, distribute its assets to its parent, BANA, pursuant to a liquidating distribution, and cease to exist as an entity.

Each of BANA, BACCS and Funding wishes to acknowledge the expected winding up, liquidation and cessation of BACCS and each of BANA and Funding wishes to continue the sale of credit card receivables and certain related assets to Funding following the winding up, liquidation and cessation of BACCS.

Due to the fact that (a) the Prior RPA Purchased Assets sold to Funding by BACCS were originally acquired by BACCS from BANA (or from FIA, BANA’s predecessor in interest) pursuant to the Prior First Tier Agreements, (b) following the BACCS Liquidation Date, BACCS will no longer exist and, accordingly, can no longer be a party to the Second Amended and Restated First Tier Agreement or the Amended and Restated Second Tier Agreement, and (c) each of BANA and Funding desires to continue the sale to Funding of receivables arising in the Initial Accounts and other assets identified under the Prior First Tier Agreements that were also identified under the Prior Second Tier Agreements, BANA, BACCS and Funding desire, on the Closing Date, to amend and restate the Second Amended and Restated First Tier Agreement and the Amended and Restated Second Tier Agreement into a single, integrated document that effectuates the intention of each party on and after the Closing Date.

As of the Closing Date, BACCS desires to assign all of its right, title and interest in and to and obligations under, each of the Prior Second Tier Agreements to BANA and BANA desires to accept such right, title and interest and desires to assume such obligations.

To accomplish the mutual desires of the parties, each of BANA, BACCS and Funding desires to enter into this Agreement to (a) continue the sale of receivables and certain other related assets to Funding pursuant to a single, integrated agreement embodied in this Agreement, (b) assign all of BACCS’s right, title and interest in and to and obligations of BACCS under, each of the Prior Second Tier Agreements to BANA, (c) assign all rights created for the benefit of BACCS with respect to Conveyed Assets under the Prior First Tier Agreements to Funding, and (d) acknowledge and ratify (i) the prior sales and contributions of receivables and related assets from BANA (and FIA, BANA’s predecessor in interest) to BACCS under the Prior First Tier Agreements and (ii) the prior sales of Prior RPA Purchased Assets from BACCS to Funding under the Prior Second Tier Agreements.

It is the intention of the parties that under this Agreement, each of BANA and BACCS will (a) confirm that prior to the Closing Date, the applicable Prior First Tier Agreement in effect at such time governed the sales and contributions of receivables from BANA (or FIA, BANA’s predecessor in interest) to BACCS, and (b) confirm and ratify all sales, contributions and related actions taken by it (including, without limitation, the granting of security interests) and obligations incurred by it pursuant to the Prior First Tier Agreements.

It is the intention of the parties that under this Agreement, each of BACCS and Funding will (a) confirm that prior to the Closing Date, the applicable Prior Second Tier Agreement in effect at such time governed the sales of receivables from BACCS to Funding, and (b) confirm and ratify all sales and related actions taken by it (including, without limitation, the granting of security interests) and obligations incurred by it pursuant to the Prior Second Tier Agreements.

After the Closing Date, Funding intends to continue to securitize those receivables and certain other related assets it purchases pursuant to the terms of this Agreement by transferring them to the MTII Trustee under the Pooling and Servicing Agreement.

AGREEMENT

In consideration of the mutual promises in this Agreement and for other valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree to the following:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following definitions apply in this Agreement:

“Account” means each Initial Account, each Additional Account, and each Transferred Account. This term includes an Additional Account only from and after the related Addition Date. This term does not include any Deleted Account. This term does not include any Account from and after the date on which (i) all of its Receivables have been reassigned to BANA under Section 6.01 or Section 6.02 or (ii) BANA has, in accordance with subsection 2.01(d), changed its entries in its books and records or computer files with respect to such Account in connection with the sale of such Account as permitted by subsection 5.01(e).

“Account Owner” means (i) on and after the Merger Date, BANA, (ii) from and including October 20, 2006 to but excluding the Merger Date, FIA, and (iii) prior to but excluding October 20, 2006, MBNA America Bank, National Association, in each case at the applicable time, as issuer of the credit card relating to an Account pursuant to a Credit Card Agreement.

“Account Schedule” means a complete schedule of all Accounts that is attached to this Agreement and marked as Schedule 1. The Account Schedule may take the form of a computer file, a microfiche list, or another tangible medium that is commercially reasonable. The Account Schedule must identify each Account by account number and by the balance of the Receivables existing in that Account on the Closing Date (for each Initial Account) or the related Addition Date (for each Additional Account).

“Addition Date” has the meaning, for an Additional Account, set forth in the related Supplemental Conveyance.

“Additional Account” means each VISA,[®] MasterCard,[®] or American Express[®] credit card account* that is designated as an Account under Section 2.02 and the related Supplemental Conveyance after the Closing Date and that is identified on the Account Schedule from and after the related Addition Date.

“Affiliate” means, for any identified Person, any other Person that (a) is an affiliate or insider of that identified Person, (b) controls that identified Person, (c) is controlled by that identified Person, or (d) is under common control with that identified Person.

“Agreement” has the meaning set forth in the first paragraph of this document.

“Amended and Restated Pooling and Servicing Agreement” means the Amended and Restated Pooling and Servicing Agreement, dated as of June 10, 2006, between FIA and the MTII Trustee, as the same may be amended, supplemented or otherwise modified.

“Amended and Restated Second Tier Agreement” has the meaning set forth above under the heading “Background”.

“Annual Membership Fee” means an annual membership fee or similar fee that is charged to an Account under the related Credit Card Agreement.

“BACCS” has the meaning set forth in the first paragraph of this Agreement.

“BACCS Liquidation Date” has the meaning set forth above under the heading “Background”.

“BANA” has the meaning set forth in the first paragraph of this Agreement.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks in New York, New York, Charlotte, North Carolina, or Newark, Delaware, are authorized or obligated by law or executive order to be closed.

“Cash Advance Fee” means a cash advance fee or similar fee that is charged to an Account under the related Credit Card Agreement.

“Closing Date” means the close of business on July 8, 2015.

“Collection Account” has the meaning set forth in the Pooling and Servicing Agreement.

* VISA, MASTERCARD, AND AMERICAN EXPRESS ARE REGISTERED TRADEMARKS OF VISA INTERNATIONAL SERVICE ASSOCIATION, MASTERCARD INTERNATIONAL INCORPORATED, AND AMERICAN EXPRESS CC respectively.

“Collections” means all payments on Receivables in the form of cash, checks, wire transfers, electronic transfers, ATM transfers, or any other form of payment. This term includes Recoveries and Insurance Proceeds.

“Conveyed Assets” has the meaning set forth in Annex A.

“Credit Card Agreement” means, for any VISA,[®] MasterCard,[®] or American Express[®] credit card account, the agreement (including any related statement under the Truth in Lending Act) between the applicable Account Owner and the related Obligor governing that account.

“Credit Card Guidelines” means the applicable Account Owner’s policies and procedures (a) relating to the operation of its credit card business, including its policies and procedures for determining the creditworthiness of credit card customers and for extending credit to credit card customers, and (b) relating to its maintenance of credit card accounts and its collection of credit card receivables.

“Debtor Relief Laws” means (a) the United States Bankruptcy Code, (b) the Federal Deposit Insurance Act, and (c) all other insolvency, bankruptcy, conservatorship, receivership, liquidation, reorganization, or other debtor relief laws affecting the rights of creditors generally or the rights of creditors of banks.

“Defaulted Account” means any Account containing only Receivables that have been charged off as uncollectible under the Credit Card Guidelines and the Servicer’s customary and usual procedures for servicing credit card accounts. An Account becomes a Defaulted Account on the date on which all of its Receivables are recorded as charged-off on the Servicer’s master computer file of credit card accounts.

“Deleted Account” means any Removed Account containing no Receivables that are owned by Funding. A Removed Account becomes a Deleted Account on the date on which all of its Receivables that are owned by Funding have been paid.

“Draft Fee” means a draft fee or similar fee that is charged to an Account under the related Credit Card Agreement.

“Eligible Account” means any VISA,[®] MasterCard,[®] or American Express[®] credit card account for which each of the following requirements is satisfied as of the date of its designation under the applicable Pooling and Servicing Agreement, in the case of any Initial Account, or as of the related Addition Date, in the case of any Additional Account:

- (a) it exists and is maintained by the applicable Account Owner;
- (b) its Receivables are payable in United States dollars;
- (c) the related Obligor’s most recent billing address is located in the United States or its territories or possessions;

(d) it is not classified on the applicable Account Owner's electronic records as counterfeit, cancelled, fraudulent, stolen, or lost; and

(e) all of its Receivables have not been charged off as uncollectible under the applicable Account Owner's customary and usual procedures for servicing credit card accounts.

"Eligible Receivable" means any Receivable for which each of the following requirements is satisfied as of the applicable time:

(a) it arises in an Eligible Account;

(b) it is created, in all material respects, in compliance with all Requirements of Law applicable to the applicable Account Owner, and it is created under a Credit Card Agreement that complies, in all material respects, with all Requirements of Law applicable to the applicable Account Owner;

(c) all consents, licenses, approvals, or authorizations of, or registrations or declarations with, any Governmental Authority that are required for its creation or the execution, delivery, or performance of the related Credit Card Agreement have been obtained or made by the applicable Account Owner and are fully effective;

(d) immediately prior to it being sold to Funding, BANA has good and marketable title to it free and clear of all Liens arising through or under BANA or any of its Affiliates other than Funding, except for any Lien for municipal or other local taxes if those taxes are currently not due or if the applicable Account Owner or BANA is currently in good faith contesting those taxes in appropriate proceedings and has set aside adequate reserves for those contested taxes;

(e) it is the legal, valid, and binding payment obligation of the related Obligor and is enforceable against that Obligor in accordance with its terms, except as enforceability may be limited by Debtor Relief Laws or general principles of equity; and

(f) it is an account under Article 9 of the Delaware UCC.

"FIA" has the meaning set forth above under the heading "Background."

"Finance Charge Receivable" means any Receivable that is a Periodic Finance Charge, a Cash Advance Fee, a Late Fee, an Annual Membership Fee, a Draft Fee, a Service Transaction Fee, or a similar fee or charge, including a charge for credit insurance.

"Funding" has the meaning set forth in the first paragraph of this Agreement.

"Governmental Authority" means the United States of America or any individual State, any political subdivision of the United States of America or any individual State, or any

other entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

“Initial Account” means each VISA,[®] MasterCard,[®] or American Express[®] credit card account that was designated prior to the Closing Date as an Account under the Pooling and Servicing Agreement and that is identified on the Account Schedule as an Account from and after the Closing Date.

“Insolvency Event” has the meaning set forth in Section 8.02.

“Insurance Proceeds” means, for any Receivable, all amounts recovered on that Receivable under a credit insurance policy covering the related Obligor.

“Interchange” means all interchange fees and issuer rate fees payable to the applicable Account Owner, in its capacity as credit card issuer, through VISA USA, Inc., MasterCard International Incorporated, American Express Company, or any other similar entity in connection with cardholder charges for goods or services with respect to the Receivables, the amount of which shall be calculated as provided in subsection 5.01(f).

“Late Fee” means a late fee or similar fee that is charged to an Account under the related Credit Card Agreement.

“Lien” means any security interest, lien, mortgage, deed of trust, pledge, hypothecation, encumbrance, assignment, participation interest, equity interest, deposit arrangement, preference, priority, or other security or preferential arrangement of any kind or nature. This term includes any conditional sale or other title retention arrangement and any financing lease having substantially the same economic effect as any security or preferential arrangement. This term does not include any security interest or other lien created under the Pooling and Servicing Agreement, any Prior First Tier Agreement, any Prior Second Tier Agreement or this Agreement.

“MBNA” means MBNA America Bank, National Association.

“Merger” has the meaning set forth above under the heading “Background”.

“Merger Date” has the meaning set forth above under the heading “Background”.

“Monthly Period” shall mean the period from and including the first day of a calendar month to and including the last day of such calendar month.

“MTII” means the BA Master Credit Card Trust II.

“MTII Trustee” means The Bank of New York Mellon, as trustee of MTII.

“Obligor” means, for any VISA,[®] MasterCard,[®] or American Express[®] credit card account, any Person obligated to make payments on receivables in that account. This term includes any guarantor but excludes any merchant.

“Officer’s Certificate” means a certificate delivered to Funding and signed by any Vice President or more senior officer of BANA.

“Original Pooling and Servicing Agreement” means the Pooling and Servicing Agreement, dated as of August 4, 1994, among MBNA, as seller and servicer and The Bank of New York, as trustee, as amended, supplemented or otherwise modified.

“Original First Tier Agreement” has the meaning set forth above under the heading “Background”.

“Original Receivables Purchase Agreement” has the meaning set forth above under the heading “Background”.

“Periodic Finance Charge” means a finance charge determined by periodic rate or similar charge that is charged to an Account under the related Credit Card Agreement.

“Person” means any person or entity of any nature. This term includes any individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or Governmental Authority.

“Pool Index File” shall mean the file on BANA’s computer system that identifies the Accounts.

“Pooling and Servicing Agreement” means, as applicable, (i) the Original Pooling and Servicing Agreement, (ii) the Amended and Restated Pooling and Servicing Agreement, (iii) the Second Amended and Restated Pooling and Servicing Agreement, and (iv) the Third Amended and Restated Pooling and Servicing Agreement.

“Principal Receivable” means any Receivable other than a Finance Charge Receivable. In calculating the aggregate amount of Principal Receivables in an Account on any date, the gross amount of Principal Receivables in the Account on that date must be reduced by the aggregate amount of credit balances in the Account on that date.

“Prior First Tier Agreement” has the meaning set forth above under the heading “Background”.

“Prior First Tier Agreements” has the meaning set forth above under the heading “Background”.

“Prior RPA Purchased Assets” has the meaning set forth in Annex A.

“Prior Second Tier Agreement” has the meaning set forth above under the heading “Background”.

“Prior Second Tier Agreements” has the meaning set forth above under the heading “Background”.

“Purchase Price” has the meaning set forth in subsection 3.01(a).

“Purchase Price Adjustment” has the meaning set forth in subsection 3.02(a).

“Purchase Price Payment Date” has the meaning set forth in subsection 3.01(c).

“Purchased Assets” has the meaning set forth in subsection 2.01(a).

“Rating Agency” means each nationally-recognized statistical rating organization that is selected by Funding to rate any security issued by MTII.

“Receivable” means any amount payable on an Account by the related Obligor. This term includes Principal Receivables and Finance Charge Receivables.

“Recoveries” means amounts recovered in respect of Receivables that have previously been charged off as uncollectible; provided that if any amount so recovered relates to both Receivables that have previously been charged off as uncollectible and other receivables, and if it cannot be determined with objective certainty whether such amount relates to Receivables that have previously been charged off as uncollectible or other receivables, the term Recoveries shall mean the amount reasonably estimated by the applicable Account Owner as having been recovered in respect of Receivables that have previously been charged off as uncollectible; and provided further that if BANA and Funding cannot determine whether a recovered amount relates to a Receivable that was sold to Funding or to a receivable that has not been sold to Funding, this term means the amount reasonably estimated by BANA and Funding as having been recovered on the Receivable that was sold to Funding.

“Removed Account” means any Account that has been identified as a Removed Account (as defined in the Pooling and Servicing Agreement) by the Servicer to BANA and Funding.

“Requirements of Law” means, for any Person, (a) any certificate of incorporation, certificate of formation, articles of association, bylaws, limited liability company agreement, or other organizational or governing documents of that Person and (b) any law, treaty, statute, regulation, or rule, or any determination by a Governmental Authority or arbitrator, that is applicable to or binding on that Person or to which that Person is subject. This term includes usury laws, the Truth in Lending Act, and Regulation Z and Regulation B of the Board of Governors of the Federal Reserve System.

“Second Amended and Restated First Tier Agreement” has the meaning set forth above under the heading “Background”.

“Second Amended and Restated Pooling and Servicing Agreement” means the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, among Funding, FIA, as servicer, and the MTII Trustee, as amended, supplemented or otherwise modified from time to time.

“Service Transaction Fee” means a service transaction fee or similar fee that is charged to an Account under the related Credit Card Agreement.

“Servicer” means the Person acting as Servicer under the Pooling and Servicing Agreement.

“Stop Date” has the meaning set forth in subsection 2.03(a).

“Supplemental Conveyance” has the meaning set forth in subsection 2.02(b).

“Third Amended and Restated Pooling and Servicing Agreement” means the Third Amended and Restated Pooling and Servicing Agreement, dated as of October 1, 2014, among the Servicer, Funding, and the MTII Trustee, as amended, supplemented, otherwise modified or amended and restated from time to time.

“Transfer Restriction Event” means any event that prevents BANA from selling Receivables to Funding under this Agreement. This term includes any Insolvency Event or any order of a Governmental Authority that has this effect.

“Transferred Account” means any VISA,[®] MasterCard,[®] or American Express[®] credit card account (a) into which all of the Receivables in an Account are transferred because the related credit card was lost or stolen or the related credit card program was changed, if the Credit Card Guidelines do not require a new application or credit evaluation, and (b) that can be traced or identified by reference to the Account Schedule and the computer or other records of the Servicer.

“UCC” means the Uniform Commercial Code of the applicable jurisdiction.

Section 1.02. Rules of Construction. The term “include” introduces a nonexhaustive list. The canon of *ejusdem generis* may be applied only in the context of this Agreement’s purpose and not merely in the context of a particular phrase. A reference to any law is to that law as amended or supplemented to the applicable time. A reference to any agreement, document, policy, or procedure is to that agreement, document, policy, or procedure as amended or supplemented to the applicable time. A reference to any Person includes that Person’s successors and permitted assigns. Wherever from the context it appears appropriate, each term defined in either the singular or the plural form incorporates both the singular and the plural form of such term.

[END OF ARTICLE I]

ARTICLE II

PURCHASE AND SALE OF RECEIVABLES

Section 2.01. Purchase and Sale.

(a) In consideration of Funding's payment of each related Purchase Price, BANA hereby sells and assigns to Funding, without recourse, all of BANA's right, title and interest in, to, and under (i) the Receivables arising on and after the Closing Date in each Initial Account (including any related Transferred Account), and the Receivables existing on the related Addition Date and arising after that Addition Date in each Additional Account (including any related Transferred Account), (ii) all Interchange, Insurance Proceeds, and Recoveries allocable to the Receivables, (iii) all Collections on the Receivables, (iv) any interest BANA may be deemed to have in any Prior RPA Purchased Asset sold by BACCS to Funding pursuant to any Prior Second Tier Agreement, including, without limitation, all Receivables arising before the Closing Date in each Initial Account (including any related Transferred Account), and (v) all proceeds of any of the foregoing property (collectively, the "Purchased Assets"). Funding hereby accepts the Purchased Assets sold under this Agreement and reaffirms and ratifies its acceptance of all Prior RPA Purchased Assets purchased by it under each Prior Second Tier Agreement.

(b) Principal Receivables in each Initial Account that arise on the Closing Date, and the related Finance Charge Receivables and other related Purchased Assets, are sold by BANA and purchased by Funding on the Closing Date. Principal Receivables in each Initial Account that arise after the Closing Date, and the related Finance Charge Receivables and other related Purchased Assets, are sold by BANA and purchased by Funding on the date on which those Principal Receivables arise. Principal Receivables in each Additional Account that exist on the related Addition Date, and the related Finance Charge Receivables and other related Purchased Assets, are sold by BANA and purchased by Funding on that Addition Date. Principal Receivables in each Additional Account that arise after the related Addition Date, and the related Finance Charge Receivables and other related Purchased Assets, are sold by BANA and purchased by Funding on the date on which those Principal Receivables arise.

(c) (i) BANA does hereby authorize and shall deliver and file all financing statements, amendments of financing statements, and continuation statements that are necessary or appropriate to perfect, or to maintain the perfection of, BANA's sale of the Purchased Assets to Funding. These financing statements, amendments of financing statements, and continuation statements must name the seller of the Purchased Assets, BANA, as debtor, The Bank of New York Mellon, as the MTII Trustee, as secured party, and the buyer of the Purchased Assets, Funding, as assignor secured party. BANA must deliver to Funding a file-stamped copy of each of these financing statements, amendments of financing statements, and continuation statements as soon as practicable after filing. All acts required of BANA in this paragraph must be taken at BANA's own expense.

(ii) BANA does hereby authorize and shall deliver and file all financing statements, amendments of financing statements, and continuation statements that are necessary or appropriate to perfect, or to maintain the perfection of BANA's sale of any Conveyed Assets under the Prior First Tier Agreements, to the extent such Conveyed Assets relate to the Accounts identified in this Agreement. These financing statements, amendments of financing statements, and continuation statements must, individually or collectively, name the seller of the Conveyed Assets, BANA, as debtor, The Bank of New York Mellon, as the MTII Trustee, as secured party and the buyer of the Conveyed Assets, Funding, as assignor secured party. BANA must deliver to Funding a file-stamped copy of each of these financing statements, amendments of financing statements, and continuation statements as soon as practicable after filing. All acts required of BANA in this paragraph must be taken at BANA's own expense.

(iii) BACCS and Funding do hereby authorize and BACCS shall (on the Closing Date) deliver and file all financing statements, amendments of financing statements, and continuation statements that are necessary or appropriate to perfect, or to maintain the perfection of the sale to Funding of the Prior RPA Purchased Assets under the Prior Second Tier Agreements. These financing statements, amendments of financing statements, and continuation statements must, individually or collectively, name each of the sellers of the Prior RPA Purchased Assets, as debtors, and the buyer of the Prior RPA Purchased Assets, Funding, as secured party. BANA must deliver to Funding a file-stamped copy of each of these financing statements, amendments of financing statements, and continuation statements as soon as practicable after filing. All acts required of BACCS or BANA in this paragraph must be taken at BANA's expense.

(d) On or prior to the Closing Date, BANA must mark its books, records, and computer files to make clear that the Receivables arising in the Initial Accounts and the related Purchased Assets and the Prior RPA Purchased Assets have been sold to Funding under this Agreement and the Prior Second Tier Agreements, as applicable, and transferred to the MTII Trustee under the Pooling and Servicing Agreement. On or prior to each Addition Date, BANA must mark its books, records, and computer files to make clear that the Receivables arising in the related Additional Accounts and the related Purchased Assets have been sold to Funding under this Agreement and transferred to the MTII Trustee under the Pooling and Servicing Agreement. When a Transferred Account is created, BANA must mark its books, records, and computer files to make clear that the Receivables arising in that Transferred Account and the related Purchased Assets and Prior RPA Purchased Assets have been sold to Funding under this Agreement and the Prior Second Tier Agreements, as applicable, and transferred to the MTII Trustee under the Pooling and Servicing Agreement. In connection with such marking of its books, records and computer files, BANA shall also identify all such Accounts in the Pool Index File with the designation "1994-MT". BANA may not change any of these markings or entries in its books, records, or computer files or designation identifying any Account in the Pool Index File, in each case relating to an Account unless and until (i) that Account becomes a Deleted Account or (ii) BANA has taken all actions that are necessary or appropriate to maintain the perfection and the priority of Funding's ownership interest in the related Purchased Assets and the Prior RPA Purchased Assets. All acts required of BANA in this paragraph must be taken at BANA's own expense.

(e) On or prior to the Closing Date, BANA must deliver to Funding the initial Account Schedule (which initial Account Schedule may omit the balance of the Receivables existing in each Account on the Closing Date). Not later than three Business Days following the Closing Date, BANA must deliver to Funding an updated Account Schedule (which identifies any Transferred Accounts that were created during the intervening period). On or prior to each Addition Date, BANA must deliver to Funding an Account Schedule that identifies the related Additional Accounts (which Account Schedule may omit the balance of the Receivables existing in each Additional Account on the related Addition Date). Not later than three Business Days following the related Addition Date, BANA must deliver to Funding an updated Account Schedule (which identifies any Transferred Accounts that were created during the intervening period). Promptly after a request from Funding, and at least once every two months regardless of whether a request is made by Funding, BANA must deliver to Funding an updated Account Schedule that identifies all Transferred Accounts that were created during the applicable period. All acts required of BANA in this paragraph must be taken at BANA's own expense.

(f) The parties intend that the transfer of the Purchased Assets by BANA to Funding be an absolute sale and not a secured borrowing, including under generally accepted accounting principles in effect before November 15, 2009. If the transaction under this Agreement were determined to be a loan rather than an absolute sale despite this intent of the parties, then this Agreement shall constitute a security agreement under applicable law, and BANA shall be deemed to have granted, and does hereby grant to Funding a first priority security interest in all of BANA's right, title, and interest, whether now owned or hereafter acquired, in, to, and under the Purchased Assets to secure BANA's obligations under this Agreement. This grant is a protective measure and must not be construed as evidence of any intent contrary to the one expressed in this paragraph.

Section 2.02. Addition of Accounts.

(a) Funding may be obligated to designate additional accounts under subsection 2.06(a) of the Pooling and Servicing Agreement or may elect to designate additional accounts under subsection 2.06(b) of the Pooling and Servicing Agreement. In either case, Funding may require that BANA designate Additional Accounts under this Agreement to enable Funding to satisfy that obligation or election. Funding must give BANA notice of this requirement to designate Additional Accounts under this Agreement at least four Business Days prior to the related Addition Date. If BANA fails to designate Additional Accounts in compliance with that notice only because sufficient credit card accounts are not available to BANA, that failure will not be a breach of this Agreement.

(b) On each Addition Date, the related Additional Accounts will become Accounts if the following conditions have been satisfied:

(i) on or prior to that Addition Date, BANA must have filed all financing statements, amendments of financing statements, and continuation statements that are required under subsection 2.01(c);

(ii) on or prior to that Addition Date, BANA must have marked its books, records, and computer files to make clear that the Receivables arising in those Additional Accounts and the related Purchased Assets have been sold to Funding under this Agreement and transferred to the MTII Trustee under the Pooling and Servicing Agreement;

(iii) on or prior to that Addition Date, BANA must have delivered to Funding an updated Account Schedule that identifies those Additional Accounts;

(iv) on that Addition Date, BANA must have delivered to Funding an Officer's Certificate of BANA, dated that Addition Date, certifying that the applicable representations and warranties described in Sections 4.01 and 4.02 are true and correct; and

(v) on that Addition Date, BANA and Funding must have executed a written assignment covering the related Purchased Assets, substantially in the form of **Exhibit A** (the "Supplemental Conveyance").

Section 2.03. Removal and Deletion of Accounts.

(a) On the Business Day (the "Stop Date") following the date on which an Account becomes a Removed Account, BANA must stop selling to Funding new Principal Receivables arising in that Account. Notwithstanding the preceding sentence, Funding will continue to own all Principal Receivables that were sold to Funding prior to the Stop Date, all Collections on those Principal Receivables, all Finance Charge Receivables that accrue on those Principal Receivables regardless of when they arise, and all Collections on those Finance Charge Receivables. If BANA and Funding cannot determine whether collections relate to a Receivable that was sold to Funding or to a receivable that has not been sold to Funding, BANA and Funding must allocate payments on the related Removed Account proportionately based on the total amount of Principal Receivables in that Removed Account then owned by Funding and the total amount of principal receivables in that Removed Account then owned by BANA or the applicable Account Owner.

(b) From and after the Stop Date for a Removed Account, BANA may mark its books, records, and computer files to make clear that the Account is a Removed Account. But BANA must not change the entries described in subsection 2.01(d) relating to that Removed Account or delete that Removed Account from the Account Schedule unless and until that Removed Account becomes a Deleted Account or BANA has taken all actions that are necessary or appropriate to maintain the perfection and the priority of Funding's ownership interest in the related Purchased Assets.

(c) Once a Removed Account becomes a Deleted Account, BANA promptly must mark its books, records, and computer files to make clear that the Account is a Deleted Account and must delete that Deleted Account from the Account Schedule.

[END OF ARTICLE II]

ARTICLE III

CONSIDERATION AND PAYMENT

Section 3.01. Purchase Price.

(a) Funding must pay to BANA each purchase price described in this Article III (a "Purchase Price") in return for the related Purchased Assets. Notwithstanding any other provision of this Agreement, BANA is not obligated to sell Principal Receivables, and the related Finance Charge Receivables and other Purchased Assets, to Funding to the extent that Funding does not pay BANA the related Purchase Price.

(b) [Reserved]

(c) The Purchase Price for the Principal Receivables in each Initial Account that arise on or after the Closing Date, and the related Finance Charge Receivables and other Purchased Assets, is an amount equal to 100% of the aggregate balance of those Principal Receivables, adjusted to reflect the factors that BANA and Funding mutually determine will result in a Purchase Price that is equal to the fair market value of those Principal Receivables and the related Finance Charge Receivables and other Purchased Assets. This Purchase Price is payable by Funding to BANA in immediately available funds on each date (a "Purchase Price Payment Date") mutually selected by BANA and Funding, but the Purchase Price Payment Date for any Principal Receivable and the related Finance Charge Receivables and other Purchased Assets must not be later than the fifth Business Day following the calendar month in which that Principal Receivable arises.

(d) The Purchase Price for the Principal Receivables in each Additional Account that exist on the related Addition Date, and the related Finance Charge Receivables and other Purchased Assets, is an amount equal to 100% of the aggregate balance of those Principal Receivables and the Finance Charge Receivables existing in that Additional Account on that Addition Date, adjusted to reflect the factors that BANA and Funding mutually determine will result in a Purchase Price that is equal to the fair market value of those Principal Receivables and the related Finance Charge Receivables and other Purchased Assets. This Purchase Price is payable by Funding to BANA in immediately available funds on that Addition Date.

(e) The Purchase Price for the Principal Receivables in each Additional Account that arise after the related Addition Date, and the related Finance Charge Receivables and other Purchased Assets, is an amount equal to 100% of the aggregate balance of those Principal Receivables, adjusted to reflect the factors that BANA and Funding mutually determine will result in a Purchase Price that is equal to the fair market value of those Principal Receivables and the related Finance Charge Receivables and other Purchased Assets. This Purchase Price is payable by Funding to BANA in immediately available funds on the related Purchase Price Payment Date, but the Purchase Price Payment Date for any Principal Receivable and the related

Finance Charge Receivables and other Purchased Assets must not be later than the fifth Business Day following the calendar month in which that Principal Receivable arises.

(f) No determination of fair market value under this Section 3.01 can assume any purchase by Funding of Principal Receivables arising in the future or the related Finance Charge Receivables and other Purchased Assets.

Section 3.02. Adjustments to Purchase Price.

(a) The Purchase Price payable on any Purchase Price Payment Date will be reduced (a "Purchase Price Adjustment") if, since the immediately preceding Purchase Price Payment Date, a Principal Receivable previously sold to Funding has been reduced by BANA, BACCS, or the Servicer because of a rebate, refund, unauthorized charge, or billing error to the related Obligor. The amount of that Purchase Price Adjustment is equal to the amount by which that Principal Receivable has been reduced. A Purchase Price Adjustment must not be made for a rebate, refund, unauthorized charge, or billing error that is caused by the Servicer's breach of its obligations under the Pooling and Servicing Agreement.

(b) If a Purchase Price Adjustment causes the Purchase Price to be a negative number, BANA must pay to Funding in immediately available funds on the related Purchase Price Payment Date an amount equal to the amount by which the Purchase Price Adjustment exceeds the unadjusted Purchase Price. If that Purchase Price Adjustment also requires Funding to credit funds to the Collection Account under subsection 4.03(c)(i) of the Pooling and Servicing Agreement, the date by which Funding is required to do so must be a Purchase Price Payment Date.

Section 3.03. Use of Name, Logo and Marks To the extent of its interest, BANA hereby grants to Funding a non-exclusive license to use the name "MBNA," "FIA," "BANA," "Bank of America," and all related identifying trade or service marks, signs, symbols, logos, and designs but only for use in servicing the Receivables and only for use in a manner that is consistent with the guidelines provided by BANA to Funding from time to time. Further, to the extent of its interest, BANA hereby grants to Funding a non-exclusive license to use all related servicing software but only for use in servicing the Receivables and only for use in a manner that is consistent with the guidelines provided by BANA to Funding from time to time. And further, to the extent of its interest, BANA hereby grants to Funding a non-exclusive license to use all related customer lists and other intangibles but only for use in servicing the Receivables and only for use in a manner that is consistent with the guidelines provided by BANA to Funding from time to time. These licenses are co-extensive with the term of this Agreement and, subject to their limitations, may be assigned to any servicer engaged by Funding in a securitization of the Receivables.

[END OF ARTICLE III]

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties of BANA Relating to BANA.

(a) On the Closing Date and each Addition Date, BANA represents and warrants to Funding as follows:

(i) BANA is a duly organized national banking association validly existing under the laws of the United States of America and has, in all material respects, full power and authority to own its assets and operate its business as presently owned or operated, and to execute, deliver, and perform its obligations under this Agreement. BANA is not organized under the laws of any other jurisdiction.

(ii) BANA is duly qualified to do business and is in good standing (or is exempt from such requirements) as a foreign corporation or foreign limited liability company and has obtained all necessary licenses and approvals, in each jurisdiction in which failure to so qualify or to obtain such licenses and approvals would have a material adverse effect on BANA or the transactions contemplated by, or its ability to perform its obligations under, this Agreement.

(iii) BANA has duly authorized, by all necessary action, its execution and delivery of this Agreement and any related Supplemental Conveyance and its consummation of the transactions contemplated by this Agreement and any related Supplemental Conveyance.

(iv) BANA's execution and delivery of this Agreement and any related Supplemental Conveyance, its performance of the transactions contemplated by this Agreement and any related Supplemental Conveyance, and its fulfillment of the terms of this Agreement and any related Supplemental Conveyance do not conflict with, breach any material term of, or cause a material default under (with or without notice or lapse of time or both) any indenture, contract, agreement, mortgage, deed of trust, or other instrument to which BANA is a party or by which BANA or any of its properties are bound.

(v) BANA's execution and delivery of this Agreement and any related Supplemental Conveyance, its performance of the transactions contemplated by this Agreement and any related Supplemental Conveyance, and its fulfillment of the terms of this Agreement and any related Supplemental Conveyance do not conflict with or violate any Requirement of Law applicable to BANA.

(vi) No proceeding or investigation against BANA is pending or, to the best of BANA's knowledge, threatened before any Governmental Authority that (A) asserts that

this Agreement or any related Supplemental Conveyance is invalid, (B) seeks to prevent the consummation of any transaction contemplated by this Agreement or any related Supplemental Conveyance, (C) seeks any determination or ruling that, in BANA's reasonable judgment, would materially and adversely affect BANA's performance under this Agreement or any related Supplemental Conveyance, or (D) seeks any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement or any related Supplemental Conveyance.

(vii) BANA has obtained all approvals, authorizations, licenses, consents, and orders required of any Person in connection with BANA's execution and delivery of this Agreement and any related Supplemental Conveyance, its performance of the transactions contemplated by this Agreement and any related Supplemental Conveyance, and its fulfillment of the terms of this Agreement and any related Supplemental Conveyance.

(viii) No Insolvency Event relating to BANA has occurred and is continuing.

(b) The representations and warranties set forth in this Section 4.01 will survive the sale of the Purchased Assets to Funding. If BANA or Funding discovers a breach of any of these representations and warranties, the party discovering that breach must give prompt notice to the other party and the MTII Trustee.

Section 4.02. Representations and Warranties of BANA Relating to the Agreement and the Receivables

(a) On the Closing Date, in the case of any Initial Account and the related Receivables, and on each Addition Date, in the case of any related Additional Account and the related Receivables, BANA represents and warrants to Funding as follows:

(i) This Agreement and any related Supplemental Conveyance are legal, valid, and binding obligations of BANA and are enforceable against BANA in accordance with their terms, except as enforceability may be limited by Debtor Relief Laws or general principles of equity.

(ii) This Agreement and any related Supplemental Conveyance effect a valid sale to Funding of the related Receivables, and that sale is perfected under the UCC.

(iii) BANA has not used any selection procedure adverse to the interests of Funding or its transferees in selecting the related Accounts.

(iv) Each related Receivable arising on the Closing Date, in the case of any Initial Account, or existing as of the related Addition Date, in the case of any Additional Account, is sold to Funding free and clear of any Lien arising through or under BANA or any of its Affiliates other than Funding, except for any Lien for municipal or other local taxes if those taxes are currently not due or if the applicable Account Owner or BANA is

currently in good faith contesting those taxes in appropriate proceedings and has set aside adequate reserves for those contested taxes.

(v) Each related Receivable arising after the Closing Date, in the case of any Initial Account, or after the related Addition Date, in the case of any Additional Account, is sold to Funding free and clear of any Lien arising through or under BANA or any of its Affiliates other than Funding, except for any Lien for municipal or other local taxes if those taxes are currently not due or if the applicable Account Owner or BANA is currently in good faith contesting those taxes in appropriate proceedings and has set aside adequate reserves for those contested taxes.

(vi) BANA's sale to Funding of each related Receivable arising on the Closing Date, in the case of any Initial Account, or existing on the related Addition Date, in the case of any Additional Account, complies in all material respects with all Requirements of Law applicable to BANA or the applicable Account Owner.

(vii) BANA's sale to Funding of each related Receivable arising after the Closing Date, in the case of any Initial Account, or after the related Addition Date, in the case of any Additional Account, complies in all material respects with all Requirements of Law applicable to BANA or the applicable Account Owner.

(viii) All consents, licenses, approvals, or authorizations of, or registrations or declarations with, any Governmental Authority that are required in connection with BANA's sale of each related Receivable to Funding have been obtained or made by BANA and are fully effective.

(ix) On that date, the Account Schedule identifies all of the existing Accounts.

(x) As of the date of its designation under the Pooling and Servicing Agreement, in the case of any Initial Account, or as of the related Addition Date, in the case of any Additional Account, the related Account is an Eligible Account.

(xi) As of (1) the Closing Date, in the case of the Initial Accounts, each Receivable arising in that Account on the Closing Date is an Eligible Receivable and (2) the related Addition Date, in the case of any Additional Account, each Receivable existing in that Account is an Eligible Receivable.

(xii) On any date after the Closing Date, in the case of any Initial Account, or after the related Addition Date, in the case of any Additional Account, on which any new Receivable is created, that Receivable is an Eligible Receivable.

(b) The representations and warranties set forth in this Section 4.02 will survive the sale of the Purchased Assets to Funding. If BANA or Funding discovers a breach of any of these representations and warranties, the party discovering that breach must give prompt notice to the other party and the MTII Trustee. BANA acknowledges that Funding will rely on

these representations and warranties in making its own representations and warranties to its transferees, including the MTII Trustee, and BANA consents to that reliance.

Section 4.03. Representations and Warranties of Funding.

(a) On the Closing Date and each Addition Date, Funding represents and warrants to BANA as follows:

(i) Funding is a limited liability company duly formed and validly existing in good standing under the laws of the State of Delaware. Funding has full power and authority, in all material respects, to own its properties as currently owned, to conduct its business as currently conducted, and to execute, deliver, and perform its obligations under this Agreement.

(ii) In all material respects, in each jurisdiction in which the conduct of its business requires, Funding is duly qualified to do business, is in good standing, and has all necessary licenses and approvals.

(iii) Funding has duly authorized, by all necessary limited liability company action, its execution and delivery of this Agreement and any related Supplemental Conveyance and its consummation of the transactions contemplated by this Agreement and any related Supplemental Conveyance.

(iv) Funding's execution and delivery of this Agreement and any related Supplemental Conveyance, its performance of the transactions contemplated by this Agreement and any related Supplemental Conveyance, and its fulfillment of the terms of this Agreement and any related Supplemental Conveyance do not conflict with, breach any material term of, or cause a material default under (with or without notice or lapse of time or both) any indenture, contract, agreement, mortgage, deed of trust, or other instrument to which Funding is a party or by which Funding or any of its properties are bound.

(v) Funding's execution and delivery of this Agreement and any related Supplemental Conveyance, its performance of the transactions contemplated by this Agreement and any related Supplemental Conveyance, and its fulfillment of the terms of this Agreement and any related Supplemental Conveyance do not conflict with or violate any Requirement of Law applicable to Funding.

(vi) No proceeding or investigation against Funding is pending or, to the best of Funding's knowledge, threatened before any Governmental Authority that (A) asserts that this Agreement or any related Supplemental Conveyance is invalid, (B) seeks to prevent the consummation of any transaction contemplated by this Agreement or any related Supplemental Conveyance, (C) seeks any determination or ruling that, in Funding's reasonable judgment, would materially and adversely affect Funding's performance under this Agreement or any related Supplemental Conveyance, or

(D) seeks any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement or any related Supplemental Conveyance.

(vii) Funding has obtained all approvals, authorizations, licenses, consents, and orders required of any Person in connection with Funding's execution and delivery of this Agreement and any related Supplemental Conveyance, its performance of the transactions contemplated by this Agreement and any related Supplemental Conveyance, and its fulfillment of the terms of this Agreement and any related Supplemental Conveyance.

(viii) No Insolvency Event relating to Funding has occurred and is continuing.

(b) The representations and warranties set forth in this Section 4.03 will survive the sale of the Purchased Assets to Funding. If BANA or Funding discovers a breach of any of these representations and warranties, the party discovering that breach must give prompt notice to the other party and the MTII Trustee.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS

Section 5.01. Covenants of BANA. BANA covenants to do the following:

(a) Except in enforcing or collecting an Account, BANA will take no action that results in any Receivable not being an account under Article 9 of the Delaware UCC, and therefore, BANA will take no action that results in any Receivable being an instrument or chattel paper under Article 9 of the Delaware UCC. If BANA breaches this covenant, BANA must repurchase the related Receivable under Section 6.01.

(b) Except for the sale to Funding under this Agreement, or, with respect to the Receivables in any Account that became a Defaulted Account or a Removed Account pursuant to subsection 2.07(c)(ii) of the Pooling and Servicing Agreement, BANA will not (i) sell, assign, or transfer any Receivable to any other Person, (ii) take any other action that is inconsistent with the ownership of each Receivable by Funding or its transferee, or (iii) grant, create, incur, assume, or suffer to exist any Lien arising through or under BANA on any Receivable, except for any Lien for municipal or other local taxes if those taxes are currently not due or if BANA is currently in good faith contesting those taxes in appropriate proceedings and has set aside adequate reserves for those contested taxes. BANA will not claim any interest in any Receivable and will defend the ownership interest of Funding or its transferee in each Receivable against any third party claiming through or under BANA.

(c) If a Transfer Restriction Event occurs, BANA must continue to allocate and pay to Funding all Collections on the Receivables that previously were sold to Funding unless prohibited from doing so by any Governmental Authority or Requirement of Law. If BANA and Funding cannot determine whether collections relate to a Receivable that was sold to Funding or to a receivable that cannot be sold to Funding, BANA must allocate payments on the related Account proportionately based on the total amount of Principal Receivables in that Account then owned by Funding or the MTII Trustee and the total amount of principal receivables in that Account then owned by BANA. BANA will acknowledge that Funding or its transferee continues to own all Principal Receivables that were sold to Funding prior to the Transfer Restriction Event, all Collections on those Principal Receivables, all Finance Charge Receivables that accrue on those Principal Receivables regardless of when they arise, and all Collections on those Finance Charge Receivables.

(d) If BANA receives Collections on any Receivable, BANA promptly will deliver those Collections to Funding or, if Funding directs, to its transferee.

(e) BANA shall not convey, assign, exchange or otherwise transfer any Account until such time as such Account becomes a Defaulted Account or a Removed Account.

(f) Interchange allocable to the Receivables for each Monthly Period shall be remitted by BANA to Funding no later than the fifteenth Business Day following such Monthly Period. Such amount of Interchange shall be equal to the product of (i) the total amount of Interchange paid or payable to BANA with respect to its VISA®, MasterCard®, American Express®, or similar consumer revolving credit card accounts during such Monthly Period times (ii) a fraction, the numerator of which is the aggregate amount of cardholder charges for goods and services in the Accounts with respect to such Monthly Period and the denominator of which is the aggregate amount of cardholder charges for goods and services in all VISA®, MasterCard® or American Express® consumer revolving credit card accounts owned by BANA with respect to such Monthly Period.

(g) BANA shall timely file in all appropriate filing offices the documents which are necessary or advisable to perfect and maintain the perfection of Funding's interest in the Purchased Assets.

(h) BANA will not change its name or its type or jurisdiction of organization without first delivering to Funding an opinion of counsel stating that all actions and filings that are necessary or appropriate to maintain the perfection and the priority of Funding's ownership interest in the Receivables have been taken or made.

(i) On March 31 in each calendar year, beginning March 31, 2016, BANA will deliver to Funding and the MTII Trustee an opinion of counsel (i) stating that no further filing of any financing statement, amendment of financing statement, or continuation statement is then necessary to perfect Funding's ownership interest in the Receivables, and (ii) stating that no further filing of any financing statement, amendment of financing statement, or continuation statement will be necessary prior to March 31 of the next calendar year to maintain the perfection of Funding's ownership interest in the Receivables or, if that is not the case, identifying each filing that will be necessary prior to March 31 of that calendar year.

(j) Except (i) as otherwise required by any Requirements of Law or (ii) as is deemed by BANA to be necessary in order for it to maintain its consumer credit card business or a program operated by such consumer credit card business on a competitive basis based on a good faith assessment by it of the nature of the competition in the consumer credit card business or such program, BANA shall not at any time reduce the annual percentage rate of the Periodic Finance Charges assessed on the Receivables or other fees charged on any of the Accounts if such reduction is not also applied to any comparable segment of accounts owned by BANA which have characteristics the same as, or substantially similar to, such Accounts that are subject to such change, except as otherwise restricted by an endorsement, sponsorship, or other agreement between BANA and an unrelated third party or by the terms of the Credit Card Agreements.

(k) BANA shall comply with and perform its obligations under the Credit Card Agreements relating to the Accounts and the Credit Card Guidelines except insofar as any failure so to comply or perform would not materially and adversely affect the rights of Funding, or any of its assigns. Subject to compliance with each Requirement of Law, BANA may change the terms and provisions of the applicable Credit Card Agreements or the applicable Credit Card

Guidelines with respect to any of the Accounts in any respect (including the calculation of the amount, or the timing, of chargeoffs and the Periodic Finance Charges and other fees to be assessed thereon) only if in the reasonable judgment of BANA such change is made applicable to any comparable segment of the revolving credit card accounts owned by BANA which have characteristics the same as, or substantially similar to, such Accounts that are subject to such change, except as otherwise restricted by an endorsement, sponsorship, or other agreement between BANA and an unrelated third party or by the terms of the Credit Card Agreements.

- (l) BANA shall notify Funding after becoming aware of any Lien arising through or under BANA on any Purchased Asset.

[END OF ARTICLE V]

ARTICLE VI

REPURCHASE OBLIGATION

Section 6.01. Reassignment of Ineligible Receivables.

(a) BANA must accept reassignment of any Receivable if Funding is required to accept reassignment of that Receivable under subsection 2.04(d) of the Pooling and Servicing Agreement and if either of the following conditions is satisfied:

(i) (A) the representation of BANA under subsection 4.02(a)(iv) or (vi) relating to that Receivable is not true and correct as of the applicable date, or the representation of BANA under subsection 4.02(a)(xi) or (xii) relating to that Receivable is not true and correct as of the applicable date because clause (d) of the definition of Eligible Receivable is not satisfied, and

(B) any of the following conditions is satisfied: (I) that Receivable is charged off as uncollectible, (II) the interest of Funding or its transferee in that Receivable or its proceeds is impaired, (III) the proceeds of that Receivable are not available to Funding or its transferee free and clear of any Lien, (IV) the Lien on that Receivable runs in favor of any Governmental Authority, (V) the Lien on that Receivable is a tax lien, (VI) the Lien on that Receivable arises under Title IV of the Employee Retirement Income Security Act, or (VII) the applicable Account Owner has consented to the Lien on that Receivable; or

(ii) (A)(I) the representation of BANA under subsection 4.02(a)(iv), (vi), (xi), or (xii) relating to that Receivable is not true and correct as of the applicable date and that breach is not addressed by subsection 6.01(a)(i), or (II) the representation of BANA under subsection 4.02(a)(i), (ii), (v), (vii), (viii), or (ix) relating to that Receivable is not true and correct as of the applicable date, and

(B) any of the following conditions is satisfied: (I) the related Account is a Defaulted Account, (II) the interest of Funding or its transferee in that Receivable or its proceeds is impaired, or (III) the proceeds of that Receivable are not available to Funding or its transferee free and clear of any Lien, and

(C) that breach is not cured within 60 days, or a longer period up to 120 days to which Funding consents, from the earlier of the date on which BANA discovers that breach or the date on which BANA is given notice of that breach.

(b) BANA must accept reassignment of any Receivable described in subsection 6.01(a) on the date on which that Receivable is reassigned to Funding under subsection 2.04(d) of the Pooling and Servicing Agreement. On that date, automatically and without further action, Funding hereby reassigns to BANA, without recourse, representation, or

warranty, all of Funding's right, title and interest in, to, and under (i) that Receivable, (ii) all Interchange, Insurance Proceeds, and Recoveries allocable to that Receivable, (iii) all Collections on that Receivable, and (iv) all proceeds of any of this property. On that date, BANA must pay to Funding in immediately available funds an amount equal to the unpaid balance of that Receivable, and Funding will treat that Receivable as collected in full. Funding must execute all agreements and other documents, and must take all other actions, that are reasonably requested by BANA to effect this reassignment.

(c) After a reassignment under subsection 6.01(b), if BANA and Funding cannot determine whether collections relate to a Receivable that is owned by Funding or the MTII Trustee or to a receivable that has been reassigned to BANA, BANA and Funding must allocate payments on the related Account proportionately based on the total amount of Principal Receivables in that Account then owned by Funding or the MTII Trustee and the total amount of principal receivables in that Account then owned by BANA.

Section 6.02. Reassignment of Other Receivables.

(a) BANA must accept reassignment of a set of Receivables if Funding is required to accept reassignment of those Receivables under subsection 2.04(e) of the Pooling and Servicing Agreement and if the representation of BANA under subsection 4.02(a)(i) or (ii) relating to those Receivables is not true and correct as of the applicable date.

(b) BANA must accept reassignment of the Receivables described in subsection 6.02(a) on the date on which those Receivables are reassigned to Funding under subsection 2.04(e) of the Pooling and Servicing Agreement. On that date, automatically and without further action, Funding hereby reassigns to BANA, without recourse, representation, or warranty, all of Funding's right, title and interest in, to, and under (i) those Receivables, (ii) all Interchange, Insurance Proceeds, and Recoveries allocable to those Receivables, (iii) all Collections on those Receivables, and (iv) all proceeds of any of this property. On the Business Day immediately preceding that date, BANA must pay to Funding in immediately available funds an amount equal to the unpaid balance of those Receivables, and Funding will treat those Receivables as collected in full. Funding must execute all agreements and other documents, and must take all other actions, that are reasonably requested by BANA to effect this reassignment.

[END OF ARTICLE VI]

ARTICLE VII

CONDITIONS PRECEDENT

Section 7.01. Conditions to Funding's Obligation on the Closing Date. Funding's obligation to purchase the Receivables in each Initial Account that arise on the Closing Date, and the related Finance Charge Receivables and other Purchased Assets is subject to the following conditions being satisfied:

- (a) the representations and warranties made by BANA in this Agreement on the Closing Date must be true and correct;
- (b) all information provided by BANA to Funding relating to the Initial Accounts must be true and correct;
- (c) BANA must have (i) delivered the initial Account Schedule to Funding and (ii) performed all other obligations required of BANA prior to the Closing Date under this Agreement;
- (d) BANA and BACCS must have filed all financing statements, amendments of financing statements, and continuation statements that are required under subsection 2.01(c); and
- (e) all corporate and legal matters relating to this Agreement must have been addressed in a manner satisfactory to Funding, and all related documents reasonably requested of BANA by Funding must have been received.

Section 7.02. Conditions to BANA's Obligation on the Closing Date. BANA's obligation to sell the Receivables in each Initial Account that arise on the Closing Date, and the related Finance Charge Receivables and other Purchased Assets, is subject to the following conditions being satisfied:

- (a) the representations and warranties made by Funding in this Agreement on the Closing Date must be true and correct;
- (b) Funding must have paid the initial Purchase Price due on the Closing Date; and
- (c) all corporate and legal matters relating to this Agreement must have been addressed in a manner satisfactory to BANA, and all related documents reasonably requested of Funding by BANA must have been received.

[END OF ARTICLE VII]

ARTICLE VIII

TERM AND PURCHASE TERMINATION

Section 8.01. Term. This Agreement will commence on the Closing Date and will continue at least until the earlier of (a) the termination of MTII under Article XII of the Pooling and Servicing Agreement and (b) the amendment of the Pooling and Servicing Agreement to remove Funding as Transferor. After that time, either BANA or Funding may terminate this Agreement by giving reasonable notice to the other party.

Section 8.02. Purchase Termination. BANA immediately must cease to sell Principal Receivables, and the related Finance Charge Receivables and other Purchased Assets, to Funding if (a) BANA files a petition or commences a proceeding (i) as a debtor under any Debtor Relief Law or (ii) to have a trustee, conservator, receiver, liquidator, or similar official appointed for it or for all or substantially all of its property, (b) BANA consents or fails to object to such a petition or proceeding commenced against it or its property, or such a petition or proceeding commenced against it or its property is not dismissed or stayed within 60 days, or a Governmental Authority orders relief in connection with such a petition or proceeding commenced against it or its property, (c) BANA admits in writing its inability to pay its debts generally as they become due, (d) BANA makes an assignment for the benefit of its creditors, or (e) BANA voluntarily suspends payment of its obligations (each an “Insolvency Event”). Still, Funding or its transferee will continue to own all Principal Receivables that were sold to Funding prior to the Insolvency Event, all Collections on those Principal Receivables, all Finance Charge Receivables that accrue on those Principal Receivables regardless of when they arise, and all Collections on those Finance Charge Receivables. If BANA and Funding cannot determine whether collections relate to a Receivable that was sold to Funding or to a receivable that has not been sold to Funding, BANA and Funding must allocate payments on the related Account proportionately based on the total amount of Principal Receivables in that Account then owned by Funding or the MTII Trustee and the total amount of principal receivables in that Account then owned by BANA. BANA promptly must give notice of any Insolvency Event to Funding and the MTII Trustee.

[END OF ARTICLE VIII]

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Amendment. This Agreement only can be modified in a written document executed by Funding and BANA. No amendment of this Agreement will be effective unless (a) Funding has given prior notice of the amendment to the MTII Trustee and each Rating Agency then rating any security issued by MTII and (b) Funding has received written confirmation from each of those Rating Agencies that the amendment will not cause a reduction or withdrawal of any of those ratings. Funding must send a copy of each amendment of this Agreement to each Rating Agency then rating any security issued by MTII. A Supplemental Conveyance, or any other document executed in connection with a sale or reassignment under this Agreement, is not an amendment of this Agreement.

Section 9.02. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. THE PARTIES HERETO DECLARE THAT IT IS THEIR INTENTION THAT THIS AGREEMENT SHALL BE REGARDED AS MADE UNDER THE LAWS OF THE STATE OF DELAWARE AND THAT THE LAWS OF SAID STATE SHALL BE APPLIED IN INTERPRETING ITS PROVISIONS IN ALL CASES WHERE LEGAL INTERPRETATION SHALL BE REQUIRED. EACH OF THE PARTIES HERETO AGREES (A) THAT THIS AGREEMENT INVOLVES AT LEAST \$100,000.00, AND (B) THAT THIS AGREEMENT HAS BEEN ENTERED INTO BY THE PARTIES HERETO IN EXPRESS RELIANCE UPON 6 DEL. C. § 2708. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES (A) TO BE SUBJECT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, AND (B)(1) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, TO APPOINT AND MAINTAIN AN AGENT IN THE STATE OF DELAWARE AS SUCH PARTY'S AGENT FOR ACCEPTANCE OF LEGAL PROCESS, AND (2) THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE OF PROCESS MAY ALSO BE MADE ON SUCH PARTY BY PREPAID CERTIFIED MAIL WITH A PROOF OF MAILING RECEIPT VALIDATED BY THE UNITED STATES POSTAL SERVICE CONSTITUTING EVIDENCE OF VALID SERVICE, AND THAT SERVICE MADE PURSUANT TO (B)(1) OR (2) ABOVE SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE.

Section 9.03. Notices. All notices and other communications under this Agreement must be in writing and will be considered effective when delivered by hand, by courier, by overnight delivery service, or by certified mail, return receipt requested and postage prepaid, or sent by facsimile or electronic transmission, (a) in the case of BANA, to Bank of America, National Association, 1020 North French Street, Mail Code: DE5-002-02-06,

Wilmington, Delaware 19884, Attention: Scott McCarthy, with a copy to Bank of America, National Association, 214 North Tryon Street, Mail Code NC1-027-20-05, Charlotte, North Carolina 28255, Attention: Greg Lumelsky, (b) in the case of Funding, to BA Credit Card Funding, LLC, 214 North Tryon Street, Suite #21-39, NC1-027-21-04, Charlotte, North Carolina 28255, Attention: Joseph Lombardi, with a copy to (i) Bank of America, National Association, 214 North Tryon Street, Mail Code: NC1-027-20-05, Charlotte, North Carolina 28255, Attention: Greg Lumelsky and (ii) BA Credit Card Funding, LLC, 1020 North French Street, Mail Code: DE5-002-02-06, Wilmington, DE 19884, Attention: Amy Burg, and (c) in the case of the MTII Trustee, to The Bank of New York Mellon, 101 Barclay Street, 7 West, New York, New York 10286, Attention: Corporate Trust Administration—Asset Backed Securities. Any of these entities may designate a different address in a notice to the others under this Section 9.03.

Section 9.04. Severability. If any part of this Agreement is held to be invalid or otherwise unenforceable, the rest of this Agreement will be considered severable and will continue in full force.

Section 9.05. Assignment. No party can assign any interest in this Agreement, except that (a) Funding may assign its interest in this Agreement to the MTII Trustee under the Pooling and Servicing Agreement and (b) each of BANA or Funding may assign its interest in this Agreement to any other Person if (i) at least 10 days prior to the assignment, notice is given to the other party, the MTII Trustee, and each Rating Agency then rating any security issued by MTII, (ii) BANA or Funding, as non-assigning party, as applicable, gives its prior written approval to the assignment, and (iii) Funding receives prior written confirmation from each of those Rating Agencies that the assignment will not cause a reduction or withdrawal of any of those ratings.

Section 9.06. Acknowledgement of BANA. BANA acknowledges that Funding intends to assign all of its right, title, and interest in, to, and under this Agreement and the Purchased Assets to the MTII Trustee under the Pooling and Servicing Agreement, and BANA consents to that assignment. BANA will have no remedy against Funding under this Agreement other than a claim for money damages and then only to the extent of funds available to Funding. BANA must not assert any claim to or interest in any Purchased Asset and must not take any action that would interfere with the receipt of Collections on the Purchased Assets by Funding or the MTII Trustee. If any amount payable by BANA to Funding under this Agreement in turn must be paid by Funding to the MTII Trustee under the Pooling and Servicing Agreement, and if Funding directs, BANA must pay that amount directly to the MTII Trustee.

Section 9.07. Further Assurances. Each party must take all actions that are reasonably requested by each other party hereto to effect more fully the purposes of this Agreement.

Section 9.08. No Waiver; Cumulative Remedies. No failure to exercise or delay in exercising any right or remedy under this Agreement will effect a waiver of that right or remedy. No single or partial exercise of any right or remedy under this Agreement will preclude any other or further exercise of that right or remedy or any other right or remedy. Except as

otherwise expressly provided, the rights and remedies under this Agreement are cumulative and not exhaustive.

Section 9.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute one agreement.

Section 9.10. Binding Effect; Third-Party Beneficiaries. This Agreement benefits and is binding on the parties and their respective successors and permitted assigns. MTII and the MTII Trustee are third-party beneficiaries of this Agreement.

Section 9.11. Merger and Integration. This Agreement contains all of the terms and conditions relating to its subject matter to which the parties have agreed. All prior understandings of any kind are superseded by this Agreement.

Section 9.12. Headings. The headings are for reference only and must not affect the interpretation of this Agreement.

Section 9.13. Schedules, Exhibits and Annexes. All schedules, exhibits and annexes are fully incorporated into this Agreement.

Section 9.14. Survival of Representations and Warranties. All representations, warranties, and covenants in this Agreement will survive the sale of the Purchased Assets to Funding and the transfer of the Purchased Assets to the MTII Trustee under the Pooling and Servicing Agreement.

Section 9.15. Nonpetition Covenant. Notwithstanding any prior termination of this Agreement, to the fullest extent permitted by law, BANA must not file, commence, join, or acquiesce in a petition or a proceeding, or cause Funding or MTII to file, commence, join, or acquiesce in a petition or a proceeding, that causes (a) Funding or MTII to be a debtor under any Debtor Relief Law or (b) a trustee, conservator, receiver, liquidator, or similar official to be appointed for Funding, MTII, or any substantial part of any of their property.

Section 9.16. Agreements Relating to Prior Second Tier Agreements.

(a) To the extent this Agreement contemplates or requires that certain actions were to be taken as of a date prior to the date of this Agreement, the taking of such action by the applicable party under any Prior Second Tier Agreement shall constitute satisfaction of such requirement and each of BACCS and Funding confirms the actions taken by it prior to the date of this Agreement under each Prior Second Tier Agreement. BANA hereby acknowledges, confirms and ratifies as its own the actions taken by BACCS prior to the date of this Agreement under each Prior Second Tier Agreement.

(b) Each of BACCS, BANA and Funding hereby (i) confirms that as of any date prior to the date hereof, the applicable Prior Second Tier Agreement in effect at such time governed the sales of receivables from BACCS to Funding, (ii) confirms and ratifies all sales and

related actions taken by BACCS (including the granting of any security interest) and Funding pursuant to each Prior Second Tier Agreement, (iii) acknowledges and agrees that all rights and obligations created or incurred by, to or for the benefit of (x) BACCS pursuant to each Prior Second Tier Agreement have been assigned by BACCS to BANA, and have been accepted and assumed by BANA, pursuant to this Agreement and carry forward to BANA pursuant to this Agreement and (y) Funding pursuant to each Prior Second Tier Agreement (including the right to enforce the security interest in the Prior RPA Purchased Assets granted by BACCS) carry forward to Funding under this Agreement and (iv) acknowledges and agrees that (x) all liability for a breach of any representation, warranty, covenant and agreement of BACCS in each Prior Second Tier Agreement applicable to any date prior to the date hereof has been assigned by BACCS to BANA, and has been accepted and assumed by BANA, pursuant to this Agreement and (y) all representations, warranties, covenants and agreements of Funding in each Prior Second Tier Agreement applicable to any date prior to the date hereof remain in full force and effect hereunder with respect to such dates.

(c) All references to a Prior Second Tier Agreement in any other instruments or documents shall be deemed to constitute a reference to this Agreement on and after the date hereof.

Section 9.17. Clarifying Items Relating to Prior First Tier Agreements

(a) To the extent this Agreement contemplates or requires that certain actions were to be taken as of a date prior to the date of this Agreement, the taking of such action by the applicable party under any Prior First Tier Agreement shall constitute satisfaction of such requirement and each of BANA and BACCS confirms the actions taken by it prior to the date of this Agreement under each Prior First Tier Agreement.

(b) Each of BANA, BACCS and Funding hereby (i) confirms that as of any date prior to the date hereof, the applicable Prior First Tier Agreement in effect at such time governed the sales of receivables from BANA to BACCS, (ii) confirms and ratifies all sales and related actions taken by BANA (including the granting of any security interest) and BACCS in connection with each Prior First Tier Agreement, (iii) acknowledges and agrees that (x) any obligations of BANA created or incurred with respect to the Conveyed Assets pursuant to each Prior First Tier Agreement carry forward to BANA under this Agreement and (y) all rights created for the benefit of BACCS with respect to the Conveyed Assets pursuant to each Prior First Tier Agreement (including the security interest in the Conveyed Assets and the right to enforce the security interest granted by BANA in the Conveyed Assets) have been assigned by BACCS to Funding, and have been accepted by Funding, pursuant to this Agreement and carry forward to Funding pursuant to this Agreement and (iv) acknowledges and agrees that all representations, warranties, covenants and agreements of BANA in each Prior First Tier Agreement applicable to any date prior to the date hereof remain in full force and effect hereunder with respect to such dates.

(c) All references to a Prior First Tier Agreement in any other instruments or documents shall be deemed to constitute a reference to this Agreement on and after the date hereof.

Section 9.18. BACCS's Assignment of Prior Second Tier Agreements

(a) BACCS does hereby assign all of its right, title and interest in and to, and its obligations (including, without limitation, the security interest in the Prior RPA Purchased Assets granted by BACCS and all obligations resulting from the breach of any representation, warranty, covenant or agreement by BACCS) under, each of the Prior Second Tier Agreements to BANA.

(b) BANA does hereby accept the assignment of all of BACCS's right, title and interest in and to, and hereby assumes all of BACCS's obligations (including, without limitation, all obligations in respect of the security interest in the Prior RPA Purchased Assets granted by BACCS and all obligations resulting from the breach of any representation, warranty, covenant or agreement by BACCS) under each of the Prior Second Tier Agreements.

(c) Funding does hereby consent to the assignment to BANA of all of BACCS's right, title and interest in and to, and the assumption by BANA of all obligations of BACCS under, each of the Prior Second Tier Agreements.

Section 9.19. BACCS's Assignment of Rights Under Prior First Tier Agreements

(a) BACCS does hereby assign all rights created for the benefit of BACCS with respect to the Conveyed Assets (including, without limitation, the security interest in the Conveyed Assets and the right to enforce the security interest in Conveyed Assets granted by BANA) under each of the Prior First Tier Agreements to Funding.

(b) Funding does hereby accept such assignment of all of BACCS's right, title and interest in, to and under each of the Prior First Tier Agreements. For the avoidance of doubt, none of the obligations of BACCS under any Prior First Tier Agreement are hereby assumed by, or otherwise transferred to, Funding.

(c) BANA does hereby consent to such assignment to Funding of all of BACCS's right, title and interest in, to, and under each of the Prior First Tier Agreements.

Section 9.20. Consent to the Liquidation of BACCS. Each of the parties hereto acknowledge that the intended winding up of the operations of, liquidation of, and cessation of BACCS as an entity is imminent. Each of the parties hereto does hereby consent to such winding up, liquidation and cessation of BACCS as an entity on or after the BACCS Liquidation Date.

Section 9.21. Amending, Restating and Integrating the Second Amended and Restated First Tier Agreement and the Amended and Restated Second Tier Agreement. This Agreement amends and restates the Second Amended and Restated First Tier Agreement and the Amended and Restated Second Tier Agreement and integrates them into a single document embodied in this Agreement, thereby effectuating the intentions of each of BANA, BACCS and

Funding on and after the Closing Date as set forth in the “Background” section of this Agreement.

[END OF ARTICLE IX]

Executed as of this 8th day of July, 2015.

BANC OF AMERICA CONSUMER CARD SERVICES, LLC

By: /s/ Scott McCarthy
Name: Scott McCarthy
Title: SVP

BA CREDIT CARD FUNDING, LLC

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

BANK OF AMERICA, NATIONAL ASSOCIATION

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

[Signature Page to Second Amended and Restated Receivables Purchase Agreement]

Acknowledged and Accepted by:

THE BANK OF NEW YORK MELLON, as Trustee of the BA Master Credit Card Trust
II

By: /s/ Leslie Morales
Name: Leslie Morales
Title: Vice President

Acknowledged and Accepted by:

BANK OF AMERICA, NATIONAL ASSOCIATION, as Servicer for the BA Master
Credit Card Trust II

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

[Signature Page to Second Amended and Restated Receivables Purchase Agreement]

SUPPLEMENTAL CONVEYANCE

This Supplemental Conveyance No. [] (this ‘Supplemental Conveyance’) is made as of [], between Bank of America, National Association, a national banking association (“BANA”), and BA Credit Card Funding, LLC, a Delaware limited liability company (“Funding”).

BACKGROUND

BANA and Funding are designating additional credit card accounts under the Second Amended and Restated Receivables Purchase Agreement, dated as of July 8, 2015, among BANA, Banc of America Consumer Card Services, LLC, and Funding (as amended, supplemented or otherwise modified from time to time, the “Receivables Purchase Agreement”).

AGREEMENT

In consideration of the mutual promises in this Supplemental Conveyance and for other valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree to the following:

1. Defined Terms and Rules of Construction. Each capitalized term is defined in this Section 1, or if not defined here, in the Receivables Purchase Agreement. Rules of construction in the Receivables Purchase Agreement apply in this Supplemental Conveyance. The following definitions apply in this Supplemental Conveyance:

“Addition Date” means, for the Additional Accounts, the close of business on [].

“Additional Account” means each VISA,[®] MasterCard,[®] or American Express[®] credit card account that is designated as an Account under this Supplemental Conveyance and that is identified on Schedule 1 to this Supplemental Conveyance.

“Additional Purchased Assets” has the meaning set forth in subsection 3(a).

“BANA” has the meaning set forth in the first paragraph of this Supplemental Conveyance.

“Funding” has the meaning set forth in the first paragraph of this Supplemental Conveyance.

“Receivables Purchase Agreement” has the meaning set forth above under the heading “Background.”

“Supplemental Conveyance” has the meaning set forth in the first paragraph of this document.

2. Designation of Additional Accounts. The Additional Accounts identified on **Schedule 1** to this Supplemental Conveyance are designated as Accounts under this Supplemental Conveyance and the Receivables Purchase Agreement from and after the Addition Date. **Schedule 1** is fully incorporated into this Supplemental Conveyance and the Receivables Purchase Agreement and supplements the Account Schedule under the Receivables Purchase Agreement from and after the Addition Date.

3. Sale of Additional Purchased Assets.

(a) In consideration of Funding’s payment of each related Purchase Price under the Receivables Purchase Agreement, BANA hereby sells and assigns to Funding, without recourse, all of BANA’s right, title and interest in, to, and under (i) the Receivables existing on the Addition Date and arising after the Addition Date in each Additional Account (including any related Transferred Account), (ii) all Interchange, Insurance Proceeds, and Recoveries allocable to the Receivables, (iii) all Collections on the Receivables, and (iv) all proceeds of any of this property (collectively, the “Additional Purchased Assets”). Funding hereby accepts the Additional Purchased Assets sold under this Supplemental Conveyance.

(b) BANA must take all actions relating to this sale of the Additional Purchased Assets that are required under subsections 2.01(c), (d), and (e) of the Receivables Purchase Agreement.

(c) The parties intend that the transfer of the Additional Purchased Assets by BANA to Funding be an absolute sale and not a secured borrowing, including under generally accepted accounting principles in effect before November 15, 2009. If the transaction under this Supplemental Conveyance were determined to be a loan rather than an absolute sale despite this intent of the parties, BANA hereby grants to Funding a first priority security interest in all of BANA’s right, title, and interest, whether now owned or hereafter acquired, in, to, and under the Additional Purchased Assets to secure BANA’s obligations under this Supplemental Conveyance and the Receivables Purchase Agreement. This grant is a protective measure and must not be construed as evidence of any intent contrary to the one expressed in this paragraph.

4. Representations and Warranties of BANA. BANA acknowledges its representations and warranties relating to the Additional Accounts that are made on the Addition Date under Sections 4.01 and 4.02 of the Receivables Purchase Agreement.

5. Ratification. This Supplemental Conveyance supplements the Receivables Purchase Agreement from and after the Addition Date, and the parties ratify the Receivables Purchase Agreement as supplemented by this Supplemental Conveyance.

6. Miscellaneous. This Supplemental Conveyance may be executed in any number of counterparts, each of which will be considered an original, but all of which together

will constitute one agreement. Each party must take all actions that are reasonably requested by the other party to effect more fully the purposes of this Supplemental Conveyance.

7. GOVERNING LAW. THIS SUPPLEMENTAL CONVEYANCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. THE PARTIES HERETO DECLARE THAT IT IS THEIR INTENTION THAT THIS SUPPLEMENTAL CONVEYANCE SHALL BE REGARDED AS MADE UNDER THE LAWS OF THE STATE OF DELAWARE AND THAT THE LAWS OF SAID STATE SHALL BE APPLIED IN INTERPRETING ITS PROVISIONS IN ALL CASES WHERE LEGAL INTERPRETATION SHALL BE REQUIRED. EACH OF THE PARTIES HERETO AGREES (A) THAT THIS SUPPLEMENTAL CONVEYANCE INVOLVES AT LEAST \$100,000.00, AND (B) THAT THIS SUPPLEMENTAL CONVEYANCE HAS BEEN ENTERED INTO BY THE PARTIES HERETO IN EXPRESS RELIANCE UPON 6 DEL. C. § 2708. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES (A) TO BE SUBJECT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, AND (B)(1) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, TO APPOINT AND MAINTAIN AN AGENT IN THE STATE OF DELAWARE AS SUCH PARTY'S AGENT FOR ACCEPTANCE OF LEGAL PROCESS, AND (2) THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE OF PROCESS MAY ALSO BE MADE ON SUCH PARTY BY PREPAID CERTIFIED MAIL WITH A PROOF OF MAILING RECEIPT VALIDATED BY THE UNITED STATES POSTAL SERVICE CONSTITUTING EVIDENCE OF VALID SERVICE, AND THAT SERVICE MADE PURSUANT TO (B)(1) OR (2) ABOVE SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE.

[The rest of this page is left blank intentionally.]

Executed as of this [] day of [].

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name:
Title:

BA CREDIT CARD FUNDING, LLC

By: _____
Name:
Title:

Acknowledged and Accepted by:

THE BANK OF NEW YORK MELLON, as Trustee of the BA Master Credit Card Trust II

By: _____
Name:
Title:

BANK OF AMERICA, NATIONAL ASSOCIATION, as Servicer for the BA Master Credit Card Trust II

By: _____
Name:
Title:

ADDITIONAL ACCOUNTS

ACCOUNT SCHEDULE

S-1-1

Supplemental Definitions

“Contributed Assets” means (i) the Receivables existing as of October 20, 2006, in the Initial Accounts (which Initial Accounts are identified in the Pool Index File with the designation “1994-MT”), (ii) all Prior CSA Interchange, Insurance Proceeds, and Prior CSA Recoveries allocable to such Receivables, (iii) all monies due or to become due and all amounts received or receivable with respect thereto, (iv) all Prior CSA Collections with respect thereto, and (v) all proceeds (including “proceeds” as defined in the UCC) thereof, which property described in clauses (i) through (v) above was contributed by FIA to BACCS on October 20, 2006, and to the extent of BANA’s interest, if any, therein from BANA to BACCS, on the Merger Date.

“Conveyed Assets” means the Contributed Assets together with the Prior CSA Purchased Assets.

“Prior BANA Purchased Assets” means (i) the Receivables created from time to time on and after the Merger Date, but prior to and excluding the Closing Date, in each Initial Account (which Initial Accounts are identified in the Pool Index File with the designation “1994-MT”), (ii) all Prior CSA Interchange, Insurance Proceeds, and Prior CSA Recoveries allocable to such Receivables, (iii) all monies due or to become due and all amounts received or receivable with respect thereto, (iv) all Prior CSA Collections with respect thereto, and (v) all proceeds (including “proceeds” as defined in the UCC) thereof.

“Prior BANA RPA Interchange” means all interchange fees and issuer rate fees that (a) are payable to the applicable Account Owner, in its capacity as credit card issuer, through VISA USA, Inc., MasterCard International Incorporated, American Express Company, or any other similar entity, (b) are paid by the applicable Account Owner to BACCS under the Second Amended and Restated First Tier Agreement, and (c) are allocable to the Receivables sold by BACCS to Funding under the Amended and Restated Second Tier Agreement.

“Prior CSA Collections” means all payments on Receivables in the form of cash, checks, wire transfers, electronic transfers, ATM transfers, or any other form of payment. This term includes Prior CSA Recoveries and Insurance Proceeds.

“Prior CSA Interchange” means all interchange fees or issuer rate fees payable to the applicable Account Owner, in its capacity as credit card issuer, through VISA USA, Inc.[®], MasterCard International Incorporated[®], American Express Company[®] or any other similar entity in connection with cardholder charges for goods or services with respect to the Receivables sold to BACCS under the Prior First Tier Agreements.

“Prior CSA Purchased Assets” means, collectively, the Prior FIA Purchased Assets and the Prior BANA Purchased Assets.

“Prior CSA Recoveries” means amounts recovered in respect of Receivables which have previously been charged off as uncollectible; provided, however, that if any amount so recovered relates to both Receivables which have previously been charged off as uncollectible and other

receivables, and if it cannot be determined with objective certainty whether such amount relates to Receivables which have previously been charged off as uncollectible or other receivables, the term Recoveries shall mean the amount reasonably estimated by the applicable Account Owner as having been recovered in respect of Receivables which had previously been charged off as uncollectible.

“Prior FIA Purchased Assets” means (i) the Receivables created from time to time after October 20, 2006, but prior to and excluding the Merger Date, in each Initial Account (which Initial Accounts are identified in the Pool Index File with the designation “1994-MT”), (ii) all Prior CSA Interchange, Insurance Proceeds, and Prior CSA Recoveries allocable to such Receivables, (iii) all monies due or to become due and all amounts received or receivable with respect thereto, (iv) all Prior CSA Collections with respect thereto, and (v) all proceeds (including “proceeds” as defined in the UCC) thereof.

“Prior FIA RPA Interchange” means all interchange fees and issuer rate fees that (a) are payable to the applicable Account Owner, in its capacity as credit card issuer, through VISA USA, Inc., MasterCard International Incorporated, American Express Company, or any other similar entity, (b) are paid by the applicable Account Owner to BACCS under the Original First Tier Agreement, and (c) are allocable to the Receivables sold by BACCS to Funding under the Original Receivables Purchase Agreement.

“Prior RPA Collections” means all payments on Receivables in the form of cash, checks, wire transfers, electronic transfers, ATM transfers, or any other form of payment. This term includes Prior RPA Recoveries and Insurance Proceeds.

“Prior RPA Interchange” means Prior FIA RPA Interchange or Prior BANA RPA Interchange, as the context requires.

“Prior RPA Purchased Assets” means (i) the Receivables existing on October 20, 2006, and arising after October 20, 2006, but prior to and excluding the Closing Date, in each Initial Account (including any related Transferred Account), which Initial Accounts are identified in the Pool Index File with the designation “1994-MT”, (ii) all Prior RPA Interchange, Insurance Proceeds, and Prior RPA Recoveries allocable to those Receivables, (iii) all Prior RPA Collections on those Receivables, and (iv) all proceeds of any of this property.

“Prior RPA Recoveries” means, for any Receivable that has been charged off as uncollectible, all amounts recovered on that Receivable. If BACCS and Funding cannot determine whether a recovered amount relates to a Receivable that was sold to Funding or to a receivable that has not been sold to Funding, this term means the amount reasonably estimated by BACCS and Funding as having been recovered on the Receivable that was sold to Funding.

FIRST AMENDMENT
TO
BA MASTER CREDIT CARD TRUST II
THIRD AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT

THIS FIRST AMENDMENT TO THE BA MASTER CREDIT CARD TRUST II THIRD AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT, dated as of July 8, 2015 (this "Amendment") is by and among BA CREDIT CARD FUNDING, LLC, as Transferor (the "Transferor"), BANK OF AMERICA, NATIONAL ASSOCIATION ("BANA"), successor by merger to FIA Card Services, National Association, as Servicer (the "Servicer"), and THE BANK OF NEW YORK MELLON, as Trustee (the "Trustee").

WHEREAS, the Servicer and the Trustee have heretofore executed and delivered a Pooling and Servicing Agreement, dated as of August 4, 1994 (the "Original Pooling and Servicing Agreement");

WHEREAS, the Servicer and the Trustee have heretofore amended and restated the Original Pooling and Servicing Agreement through the execution and delivery of an Amended and Restated Pooling and Servicing Agreement, dated as of June 10, 2006 (the "Amended and Restated Pooling and Servicing Agreement");

WHEREAS, the parties hereto have heretofore amended and restated the Amended and Restated Pooling and Servicing Agreement through the execution and delivery of a Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, and a First Amendment thereto, dated as of June 3, 2011 (as so amended, the "Second Amended and Restated Pooling and Servicing Agreement");

WHEREAS, the parties hereto have heretofore amended and restated the Second Amended and Restated Pooling and Servicing Agreement through the execution and delivery of a Third Amended and Restated Pooling and Servicing Agreement, dated as of October 1, 2014 (as amended, supplemented or otherwise modified, the "Pooling and Servicing Agreement"); and

WHEREAS, pursuant to Section 13.01(a)(v) of the Pooling and Servicing Agreement, the parties hereto desire to amend the Pooling and Servicing Agreement to replace BACCS with BANA as seller of Receivables to the Transferor under the Receivables Purchase Agreement and to make such other revisions and amendments incidental to such replacement.

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the parties hereto agree to amend the provisions of the Pooling and Servicing Agreement as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed thereto in the Pooling and Servicing Agreement.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments to Section 1.01 of the Pooling and Servicing Agreement

(a) The defined term "Account Owner" is hereby deleted in its entirety and replaced with the following:

"Account Owner" means (i) on and after the Merger Date, BANA, (ii) from and including October 20, 2006 to but excluding the Merger Date, FIA, and (iii) prior to but excluding October 20, 2006, MBNA America Bank, National Association, in each case at the applicable time, as issuer of the credit card relating to an Account pursuant to a Credit Card Agreement.

(b) The defined term "BACCS" is hereby deleted in its entirety.

(c) Paragraph (d) of the defined term "Eligible Receivable" is hereby amended by deleting the text ", BACCS," where it appears therein.

(d) The defined term "Permitted Investments" is hereby amended by deleting the text "or BACCS" from the last sentence thereof in each of the two instances where it appears.

(e) The defined term "Receivables Purchase Agreement" is hereby deleted in its entirety and replaced with the following:

"Receivables Purchase Agreement" shall mean the Second Amended and Restated Receivables Purchase Agreement, dated as of July 8, 2015, by and between BANA, BACCS and Funding, and acknowledged and accepted by The Bank of New York Mellon, as Trustee, and BANA, as Servicer, as amended, supplemented or otherwise modified from time to time.

(f) The defined term “Revolving Credit Agreement” is hereby deleted in its entirety and replaced with the following:

“Revolving Credit Agreement” shall mean the Second Amended and Restated Revolving Credit Agreement by and between Funding and BANA, dated as of July 8, 2015, as such agreement may be amended, supplemented or otherwise modified from time to time in accordance therewith, or any substantially similar agreement entered into between any lender and Funding.

Section 2.02. Amendments to Section 2.04 of the Pooling and Servicing Agreement (a) Section 2.04(b)(ii) of the Pooling and Servicing Agreement is hereby amended by deleting the text “, BACCS,” from the parenthetical therein.

(b) Section 2.04(b)(iv) of the Pooling and Servicing Agreement is hereby amended by deleting the text “, BACCS,” from the parenthetical therein.

(c) Section 2.04(d)(i) of the Pooling and Servicing Agreement is hereby amended by deleting the text “, BACCS,” from clause (B)(2) thereof.

Section 2.03. Amendments to Section 2.05 of the Pooling and Servicing Agreement (a) Section 2.05(b) of the Pooling and Servicing Agreement is hereby amended by deleting the text “, BACCS,” from the proviso thereto.

(b) Section 2.05(e) of the Pooling and Servicing Agreement is hereby amended by (i) deleting the first reference to “BACCS” in the last sentence of that section and replacing such reference with “BANA”, and (ii) deleting the words “by BACCS” that are toward the end of the last sentence of that Section.

(c) Section 2.05(f) of the Pooling and Servicing Agreement is hereby amended by deleting the reference to “BACCS’s” and replacing such reference with “BANA’s”.

(d) Section 2.05(g) of the Pooling and Servicing Agreement is hereby amended by deleting the reference to “BACCS’s” and replacing such reference with “BANA’s”.

(e) Section 2.05(h) of the Pooling and Servicing Agreement is hereby amended by deleting the reference to “BACCS’s” and replacing such reference with “BANA’s”.

(f) Section 2.05(i)(xiv) of the Pooling and Servicing Agreement is hereby amended by deleting each reference to “BACCS” and replacing each such reference with “BANA”.

Section 2.04. Amendments to Section 4.02 of the Pooling and Servicing Agreement (a) Section 4.02(b) of the Pooling and Servicing Agreement is hereby amended by deleting the text “, BACCS,” from the first parenthetical therein.

(b) Section 4.02(c) of the Pooling and Servicing Agreement is hereby amended by deleting the text “, BACCS,” from the first parenthetical therein.

Section 2.05. Amendments to Section 9.01 of the Pooling and Servicing Agreement (a) Section 9.01(b) of the Pooling and Servicing Agreement is hereby amended by deleting each reference to “BACCS” and replacing each such reference with “BANA”.

(b) Section 9.01(d) of the Pooling and Servicing Agreement is hereby amended by (i) deleting the reference to “BACCS” and replacing such reference with “BANA”, and (ii) deleting the text “, or the Account Owner shall become unable for any reason to transfer such Receivables to BACCS in accordance with the provisions of the applicable receivables sale agreement” appearing therein.

Section 2.06. Amendments to Section 11.01 of the Pooling and Servicing Agreement Section 11.01(h) of the Pooling and Servicing Agreement is hereby amended by (i) deleting each reference to “BACCS” and replacing each such reference with “BANA” and (ii) deleting the reference to “BACCS’s” and replacing such reference with “BANA’s”.

Section 2.07. Amendments to Section 13.01 of the Pooling and Servicing Agreement (a) Section 13.01(a) of the Pooling and Servicing Agreement is hereby amended by deleting clause (v) in its entirety and replacing it with the following:

(v) to replace BANA with an Affiliate of Funding as seller of Receivables to the Transferor under the Receivables Purchase Agreement and to make such other revisions and amendments incidental to such replacement;

ARTICLE III

MISCELLANEOUS

Section 3.01. Conditions Precedent. The amendments provided for by this Amendment shall become effective upon the satisfaction of the following conditions:

(a) The Transferor, the Servicer, and the Trustee each shall have received notification in writing from each of Fitch, Moody’s and Standard & Poor’s to the effect that the terms of this Amendment will not result in a reduction or withdrawal of the rating of any outstanding Series or Class to which it is a Rating Agency;

(c) The Transferor shall have provided an Officer's Certificate to the effect that in its reasonable belief, this Amendment will not adversely affect in any material respect the interests of any Investor Certificateholders under the Pooling and Servicing Agreement;

(d) The Trustee shall have received, addressed and delivered to it, an opinion of Counsel for the Transferor to the effect that this Amendment complies with all requirements of the Pooling and Servicing Agreement; and

(e) The Transferor, the Servicer, and the Trustee each shall have received counterparts of this Amendment, duly executed by the parties hereto.

Section 3.02. Pooling and Servicing Agreement in Full Force and Effect as Amended. Except as specifically amended or waived hereby, all of the terms and conditions of the Pooling and Servicing Agreement shall remain in full force and effect. All references to the Pooling and Servicing Agreement in any other document or instrument among the parties hereto shall be deemed to mean such Pooling and Servicing Agreement as amended by this Amendment. This Amendment shall not constitute a novation of the Pooling and Servicing Agreement but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and obligations of the Pooling and Servicing Agreement, as amended by this Amendment, as though the terms and obligations of the Pooling and Servicing Agreement were set forth herein.

Section 3.03. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute part of this Amendment for any other purpose.

Section 3.04. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto declare that it is their intention that this Amendment shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees (a) that this Amendment involves at least \$100,000.00, and (b) that this Amendment has been entered into by the parties hereto in express reliance upon 6 DEL. C. § 2708. Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b)(1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (2) that, to the fullest extent permitted by applicable law, service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b)(1) or (2) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

Section 3.05. Counterparts. This Amendment may be executed in any number of counterparts and by separate parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Transferor, the Servicer and the Trustee have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

**BA CREDIT CARD FUNDING, LLC,
Transferor**

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

**BANK OF AMERICA, NATIONAL ASSOCIATION,
Servicer**

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

**THE BANK OF NEW YORK MELLON,
Trustee**

By: /s/ Leslie Morales
Name: Leslie Morales
Title: Vice President

[Signature Page to First Amendment to Third Amended and Restated Pooling and Servicing Agreement]

FIRST AMENDMENT
TO
BA CREDIT CARD TRUST
THIRD AMENDED AND RESTATED INDENTURE

THIS FIRST AMENDMENT TO THE BA CREDIT CARD TRUST THIRD AMENDED AND RESTATED INDENTURE, dated as of July 8, 2015 (this "Amendment") is by and between BA CREDIT CARD TRUST, as Issuer (the "Issuer"), and THE BANK OF NEW YORK MELLON, as indenture trustee (the "Indenture Trustee").

WHEREAS, the Issuer and the Indenture Trustee have heretofore executed and delivered an Indenture, dated as of May 24, 2001 (the "Original Indenture");

WHEREAS, the Issuer and the Indenture Trustee have heretofore amended and restated the Original Indenture through the execution and delivery of an Amended and Restated Indenture, dated as of June 10, 2006 (the "Amended and Restated Indenture");

WHEREAS, the parties hereto have heretofore amended and restated the Amended and Restated Indenture through the execution and delivery of a Second Amended and Restated Indenture, dated as of October 20, 2006 (the "Second Amended and Restated Indenture");

WHEREAS, the parties hereto have heretofore amended and restated the Second Amended and Restated Indenture through the execution and delivery of a Third Amended and Restated Indenture, dated as of October 1, 2014 (as amended, supplemented or otherwise modified, the "Indenture"); and

WHEREAS, pursuant to Section 1001 of the Indenture, the parties hereto desire to amend the Indenture.

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the parties hereto agree to amend the provisions of the Indenture as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed thereto in the Indenture.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments to Section 101 of the Indenture.

(a) The defined term “BACCS” is hereby deleted in its entirety.

(b) The last sentence of the defined term “Permitted Investments” is hereby amended by deleting the text “or BACCS” from the last sentence thereof in each of the two instances where it appears.

Section 2.02. Amendments to Section 402 of the Indenture. Section 402(a) of the Indenture is hereby amended by deleting the text “, BACCS,” from each of the three parentheticals where it appears therein.

Section 2.03. Amendments to Section 711 of the Indenture. Section 711 of the Indenture is hereby amended by deleting the text “BACCS,” from the proviso thereto.

Section 2.04. Amendments to Section 1403 of the Indenture. Section 1403(b) of the Indenture is hereby amended by deleting the text “BACCS,” where it appears therein.

Section 2.05. Amendments to Section 1601 of the Indenture. Section 1601 of the Indenture is hereby amended by deleting the text “, BACCS” from the parenthetical therein.

ARTICLE III

MISCELLANEOUS

Section 3.01. Effectiveness. This Amendment shall become effective upon the satisfaction of the following conditions:

(a) delivery to the Indenture Trustee and the Owner Trustee of an Officer’s Certificate to the effect that the Issuer reasonably believes that the Amendment will not have an Adverse Effect and is not reasonably expected to have an Adverse Effect at any time in the future;

(b) receipt of written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that this Amendment will not result in a Ratings Effect with respect to any Outstanding Notes;

(c) delivery to the Indenture Trustee and the Note Rating Agencies of a Master Trust Tax Opinion for each Master Trust and an Issuer Tax Opinion;

(d) delivery to the Indenture Trustee of an Opinion of Counsel to the Issuer, to the effect that the execution of this Amendment is authorized or permitted by the Indenture and all conditions precedent thereto have been satisfied; and

(e) the Issuer and the Indenture Trustee each shall have received counterparts of this Amendment, duly executed by the parties hereto.

Section 3.02. Ratification of Indenture. Except as specifically amended or waived hereby, all of the terms and conditions of the Indenture shall remain in full force and effect. All references to the Indenture in any other document or instrument among the parties hereto shall be deemed to mean such Indenture as amended by this Amendment. This Amendment shall not constitute a novation of the Indenture but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and obligations of the Indenture, as amended by this Amendment, as though the terms and obligations of the Indenture were set forth herein.

Section 3.03. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute part of this Amendment for any other purpose.

Section 3.04. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto declare that it is their intention that this Amendment shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees (a) that this Amendment involves at least \$100,000.00, and (b) that this Amendment has been entered into by the parties hereto in express reliance upon 6 DEL. C. § 2708. Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b)(1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (2) that, to the fullest extent permitted by applicable law, service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b)(1) or (2) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

Section 3.05. Counterparts. This Amendment may be executed in any number of counterparts and by separate parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer and the Indenture Trustee have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

BA CREDIT CARD TRUST, as
Issuer

By: BA Credit Card Funding, LLC, as
Beneficiary and not in its individual capacity

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

THE BANK OF NEW YORK MELLON, as
Indenture Trustee and not in its individual capacity

By: /s/ Leslie Morales
Name: Leslie Morales
Title: Vice President

Acknowledged and Accepted:

**BANK OF AMERICA,
NATIONAL ASSOCIATION**,
as Servicer

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

[Signature Page to First Amendment to Third Amended and Restated Indenture]

FIRST AMENDMENT
TO
AMENDED AND RESTATED DEFAULTED RECEIVABLES SUPPLEMENTAL
SERVICING AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DEFAULTED RECEIVABLES SUPPLEMENTAL SERVICING AGREEMENT, dated as of July 8, 2015 (this "Amendment") is by and between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, as servicer (the "Servicer" or "BANA") and BA CREDIT CARD FUNDING, LLC, a Delaware limited liability company, as transferor ("Funding").

WHEREAS, the Servicer and Funding have heretofore executed and delivered a Defaulted Receivables Supplemental Servicing Agreement, dated as of September 11, 2009; (the "Original Defaulted Receivables Supplemental Servicing Agreement");

WHEREAS, Funding and the Administrator have heretofore amended and restated the Original Defaulted Receivables Supplemental Servicing Agreement through the execution and delivery of an Amended and Restated Defaulted Receivables Supplemental Servicing Agreement, dated as of October 1, 2014 (the "Defaulted Receivables Supplemental Servicing Agreement");

WHEREAS, pursuant to Section 3.02 of the Defaulted Receivables Supplemental Servicing Agreement, the parties hereto desire to amend the Defaulted Receivables Supplemental Servicing Agreement.

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the parties hereto agree to amend the provisions of the Defaulted Receivables Supplemental Servicing Agreement as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed thereto in the Defaulted Receivables Supplemental Servicing Agreement.

ARTICLE II

AMENDMENTS

Section 2.01. Amendments to Article I, Section 1.01 of the Administrative Agreement

(a) The defined term "*Pooling Agreement*" is hereby deleted in its entirety and replaced with the following:

"*Pooling Agreement*" means the Third Amended and Restated Pooling and Servicing Agreement, dated as of October 1, 2014, as amended by the First Amendment to Third Amended and Restated Pooling and Servicing Agreement, dated as of July 8, each among the Servicer, Funding, and the MTII Trustee, as further amended, supplemented, or otherwise modified from time to time.

(b) The defined term "*Receivables Purchase Agreement*" is hereby deleted in its entirety and replaced with the following:

"*Receivables Purchase Agreement*" means the Second Amended and Restated Receivables Purchase Agreement, dated as of July 8, 2015, by and among Banc of America Consumer Card Services, LLC, Funding, and BANA, and as acknowledged and accepted by the MTII Trustee and BANA, as servicer for MTII, as amended, supplemented or otherwise modified from time to time.

ARTICLE III

MISCELLANEOUS

Section 3.01. Conditions Precedent. The amendments provided for by this Amendment shall become effective upon receipt by Funding and BANA of counterparts of this Amendment, duly executed by the parties hereto.

Section 3.02. Administrative Agreement in Full Force and Effect as Amended. Except as specifically amended or waived hereby, all of the terms and conditions of the Administrative Agreement shall remain in full force and effect. All references to the Administrative Agreement in any other document or instrument among the parties hereto shall be deemed to mean such Administrative Agreement as amended by this Amendment. This Amendment shall not constitute a novation of the Administrative Agreement but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and obligations of the Administrative Agreement, as amended by this Amendment, as though the terms and obligations of the Administrative Agreement were set forth herein.

Section 3.03. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute part of this Amendment for any other purpose.

Section 3.04. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto declare that it is their intention that this Amendment shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees (a) that this Amendment involves at least \$100,000.00, and (b) that this Amendment has been entered into by the parties hereto in express reliance upon 6 DEL. C. § 2708. Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b)(1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (2) that, to the fullest extent permitted by applicable law, service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b)(1) or (2) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

Section 3.05. Counterparts. This Amendment may be executed in any number of counterparts and by separate parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

[Signature Page Follows]

above written. IN WITNESS WHEREOF, BANA and Funding have caused this Amendment to be duly executed by their respective officers as of the day and year first

**BANK OF AMERICA, NATIONAL
ASSOCIATION,**
as Servicer

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

BA CREDIT CARD FUNDING, LLC,
as Transferor

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: V.P.

*[Signature Page to First Amendment to
Amended and Restated Defaulted Receivables Supplemental Servicing Agreement]*