

**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) September 11, 2009.

BA CREDIT CARD TRUST*

BA MASTER CREDIT CARD TRUST II

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

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

Commission File Number of depositor: 333-141948

BA CREDIT CARD FUNDING, LLC

(Exact name of depositor as specified in its charter)

FIA CARD SERVICES, NATIONAL ASSOCIATION

(Exact name of sponsor as specified in its charter)

Delaware

Delaware

(State or Other Jurisdiction of Incorporation)

(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)

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)

(704) 683-4915

(Telephone Number, including area code)

333-141948-02

(Commission File Numbers)

333-141948-01

(Commission File Numbers)

01-0864848

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

01-0864848

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

N/A

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

N/A

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

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.

Execution of Defaulted Receivables Supplemental Servicing Agreement

On September 11, 2009, FIA Card Services, National Association, as Servicer (the "Servicer"), and BA Credit Card Funding, LLC, as Transferor (the "Transferor"), executed the Defaulted Receivables Supplemental Servicing Agreement that is being filed as Exhibit 99.1 to this Current Report on Form 8-K.

Section 9 – Financial Statements and Exhibits.

Item 9.01(d). Exhibits.

The following is filed as an Exhibit to this Current Report.

Exhibit 99.1 Defaulted Receivables Supplemental Servicing Agreement, dated
 as of
 September 11, 2009, between FIA Card Services, National
 Association, as Servicer, and BA Credit Card Funding, LLC, 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

By: /s/ Michelle D. Dumont

Name: Michelle D. Dumont

Title: Vice President

September 11, 2009

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 99.1	Defaulted Receivables Supplemental Servicing Agreement, dated as of September 11, 2009, between FIA Card Services, National Association, as Servicer, and BA Credit Card Funding, LLC, as Transferor.

EXECUTION COPY

**DEFAULTED RECEIVABLES
SUPPLEMENTAL SERVICING AGREEMENT**

between

**FIA CARD SERVICES, NATIONAL ASSOCIATION,
as Servicer**

and

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

Dated as of September 11, 2009

This Defaulted Receivables Supplemental Servicing Agreement (this “**Agreement**”) is made as of September 11, 2009, between FIA Card Services, National Association, as Servicer (the “**Servicer**”), and BA Credit Card Funding, LLC, as Transferor (“**Funding**”).

BACKGROUND

Each capitalized term is defined in Article I of this Agreement.

When a Receivable becomes a Defaulted Receivable under the Pooling Agreement, it is transferred automatically by the MTII Trustee to Funding. The Servicer, however, remains obligated to service the Defaulted Receivable, and the MTII Trustee remains entitled to all Recoveries on the Defaulted Receivable.

This Agreement is being executed to facilitate the servicing of Defaulted Receivables by the Servicer and the transfer of Recoveries to the MTII Trustee.

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 AND RULES OF CONSTRUCTION

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

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

“**Closing Date**” means the close of business on September 11, 2009.

“**Defaulted Account**” has the meaning set forth in the Pooling Agreement.

“**Defaulted Receivable**” means a Receivable in a Defaulted Account.

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

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

“**MTII Trustee**” means The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee of MTII.

“**Pooling Agreement**” means the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, among the Servicer, Funding, and the MTII Trustee.

“**Receivable**” has the meaning set forth in the Pooling Agreement.

“Receivables Purchase Agreement” means the Receivables Purchase Agreement, dated as of October 20, 2006, between Banc of America Consumer Card Services, LLC and Funding.

“Recoveries” has the meaning set forth in the Pooling Agreement.

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

“Servicing Fee” has the meaning set forth in the Pooling Agreement.

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 or entity includes that person’s or entity’s successors and permitted assigns.

ARTICLE II

SERVICING AND TRANSFER FOR COLLECTION

Section 2.01. Confirmation of Servicing. The Servicer is obligated under the Pooling Agreement to service and administer each Defaulted Receivable that has been transferred automatically to Funding until all related Recoveries have been remitted to the MTII Trustee. The Servicing Fee is an arm’s-length and fair-market-value fee for all of the Servicer’s obligations under the Pooling Agreement, including its obligation to service and administer each Defaulted Receivable.

Section 2.02. Transfer for Collection. By executing this Agreement and without any further action, immediately after a Receivable becomes a Defaulted Receivable and is transferred to Funding by the MTII Trustee under Section 4.03(d) of the Pooling Agreement, Funding transfers and assigns to the Servicer for collection all of Funding’s right, title, and interest in, to, and under that Defaulted Receivable. In addition, Funding ratifies and affirms its transfer and assignment to the Servicer for collection of all of Funding’s right, title, and interest in, to, and under the Receivables that became Defaulted Receivables before the Closing Date. The Servicer accepts, for collection, all of these Defaulted Receivables subject to the MTII Trustee’s right, title, and interest in, to, and under all Recoveries allocable to the Defaulted Receivables.

Section 2.03. Sale of Defaulted Receivables to Third-Party Purchasers. The Servicer may recover on Defaulted Receivables by selling them to third-party purchasers. The purchase price that is paid for any Defaulted Receivable by a third-party purchaser will be a Recovery that must be remitted to the MTII Trustee. By executing this Agreement and without any further action, Funding releases all of its right, title, and interest in, to, and under any Defaulted Receivable that is sold to a third-party purchaser upon the full and irrevocable payment of the related purchase price.

Section 2.04. Transfer of Recoveries. All Recoveries – including any payment described in Section 2.03 – must be remitted as required under the Pooling Agreement. Consistent with the Receivables Purchase Agreement and the Pooling Agreement, to the extent that the parties cannot determine whether recovered amounts relate to Receivables that had been transferred to the MTII Trustee or to other receivables, the Recoveries that must be remitted to the MTII Trustee will equal the amount reasonably estimated by the parties as having been recovered on Receivables that had been transferred to the MTII Trustee.

Section 2.05. Representations and Warranties. On the Closing Date, each party represents and warrants that (i) it has been duly formed and is validly existing in good standing under the laws of the jurisdiction of its organization, (ii) it has full power and authority, and has taken all necessary action, to duly authorize, execute, and deliver this Agreement, to fulfill its obligations under this Agreement, and to consummate the transactions contemplated by this Agreement, (iii) its execution and delivery of this Agreement and its performance of the transactions contemplated by this Agreement do not violate any applicable law, conflict with any agreement that is material to it, or require any approvals that it has not already obtained, (iv) this Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other laws affecting the rights of creditors generally or by principles of equity, and (v) it is not insolvent and is not expected to become insolvent.

ARTICLE III

TERM AND MISCELLANEOUS PROVISIONS

Section 3.01. Term. Unless terminated earlier with the consent of each party, this Agreement will continue in full force until the termination of the Pooling Agreement.

Section 3.02. Amendment. This Agreement can be modified only by a written document that is executed by all of the parties.

Section 3.03. 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 3.04. Notices. All notices and other communications under this Agreement must be in writing and must be given as described in the Pooling Agreement.

Section 3.05. 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 3.06. Assignment. No party can assign any interest in this Agreement, unless (i) at least 10 days prior to the assignment, notice is given to the other party and (ii) the other party gives its prior written approval to the assignment.

Section 3.07. Further Assurances. Each party must take all actions that are reasonably requested by the other party to effect more fully the purposes of this Agreement.

Section 3.08. 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 3.09. 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 3.10. Binding Effect. This Agreement benefits and is binding on the parties and their successors and permitted assigns.

Section 3.11. 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. This Agreement is not, and does not effect, an amendment to the Pooling Agreement.

Section 3.12. Headings. The headings are for reference only and must not affect the interpretation of this Agreement.

Section 3.13. Nonpetition Covenant. Regardless of any prior termination of this Agreement, to the fullest extent permitted by law, the Servicer 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 (i) Funding or MTII to be a debtor under any bankruptcy, insolvency, or similar law or (ii) a trustee, conservator, receiver, liquidator, or similar official to be appointed for Funding, MTII, or any substantial part of any of their property.

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

Executed as of this 11th day of September, 2009.

FIA CARD SERVICES, NATIONAL
ASSOCIATION, as Servicer

By: /s/ Michelle D. Dumont

Name: Michelle D. Dumont

Title: Vice President

BA CREDIT CARD FUNDING, LLC, as
Transferor

By: /s/ Michelle D. Dumont

Name: Michelle D. Dumont

Title: Vice President

[Signature Page for Defaulted Receivables
Supplemental Servicing Agreement]