

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) March 31, 2010.

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: 333-141948

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 (State or Other Jurisdiction of Incorporation)	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	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)	(Address of Principal Executive Office)
(704) 683-4915	(704) 683-4915
(Telephone Number, including area code)	(Telephone Number, including area code)
333-141948-02	333-141948-01
(Commission File Numbers)	(Commission File Numbers)
01-0864848	01-0864848
(I.R.S. Employer Identification No.)	(I.R.S. Employer Identification No.)
N/A	N/A
(Former name or address, if changed since last report)	(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.

Addition of Enhancement

As previously reported, on March 2, 2009, in response to rating agency actions and deteriorating performance of the portfolio of credit card receivables, BA Credit Card Funding, LLC ("Funding") caused BA Master Credit Card Trust II ("Master Trust II") to issue a subordinate class called the Class D Certificates to provide credit enhancement to every outstanding BA Credit Card Trust ("BACCT") note and Master Trust II investor certificate.

On March 31, 2010, as specifically permitted by the terms of the transaction documents and in response to further rating agency actions and further deterioration in the performance of the portfolio of credit card receivables, Funding took the following additional actions affecting every outstanding BACCT note and Master Trust II investor certificate:

Additional Enhancement for Linked Series

· **Increase in Class D Certificates for Series 1997-B, 2000-E, 2000-H, 2001-B and 2001-C** As specifically permitted under the terms of Section 13.01(a) of the Second Amended and Restated Pooling and Servicing Agreement for Master Trust II, Funding caused Master Trust II to increase the amount of the subordinate Class D Certificates that provide credit enhancement to every outstanding Master Trust II investor certificate, thereby increasing the amount of credit enhancement supporting those certificates. These increased Class D Certificates will continue to receive no interest payments and will continue to absorb losses due to investor charge-offs prior to any other outstanding class of Master Trust II investor certificates. Following the increase, the Class D Certificates provide a total of 16.00% credit enhancement to the respective Master Trust II investor certificates that they support. Funding also anticipates that it will continue to own all of the Class D Certificates.

The amendments necessary to effectuate the increase in the Class D Certificates were executed on March 31, 2010 and are included as Exhibits 4.1 to 4.5 to this current report on Form 8-K.

Additional Enhancement for De-Linked Series

· **Increase in Series 2001-D Class D Certificate and Required Level of Enhancement Provided by Series 2001-D Class D Certificate** As specifically permitted under the terms of the Third Amended and Restated Series 2001-D Supplement to the Second Amended and Restated Pooling and Servicing Agreement for Master Trust II, Funding caused Master Trust II to increase the Class D Required Investor Interest, and thereby increase the amount of the subordinate Series 2001-D Class D Certificate that provides credit enhancement to every outstanding BACCT note. The increased Series 2001-D

Class D Certificate will continue to receive no interest payments and will continue to absorb losses due to investor charge-offs prior to any outstanding class of BACCT notes. Following the increase, the Series 2001-D Class D Certificate provides a total of 10.50% credit enhancement to the BACCT notes. Funding also anticipates that it will continue to own the Series 2001-D Class D Certificate.

The Class D Required Investor Interest is the amount of the Series 2001-D Class D Certificate that is required to be outstanding and available to provide credit enhancement to the Series 2001-D Collateral Certificate, and therefore the BACCT notes, on the date when any BACCT notes are issued. The amount of the Series 2001-D Class D Investor Interest is variable, depending on the adjusted outstanding dollar principal amount of the BACCT notes. Following the increase, the level of enhancement provided by the Series 2001-D Class D Certificate represents 10.50% of the sum of the adjusted outstanding dollar principal amount of the BACCT notes.

The changes necessary to effectuate the increase in the Class D Required Investor Interest, and thereby increase the amount of the subordinate Series 2001-D Class D Certificate, are set forth in an Addendum, executed on March 31, 2010, and included as Exhibit 4.6 to this current report on Form 8-K.

Increase in Required Level of Enhancement Provided by Class B Notes and Class C Notes As specifically permitted under the terms of each Class A Terms Document listed on Schedule A to the Omnibus Addendum included as Exhibit 4.7 to this current report on Form 8-K and each Class B Terms Document listed on Schedule A and Schedule B to the Omnibus Addendum included as Exhibit 4.8 to this current report on Form 8-K (each, a "Class A Terms Document" or a "Class B Terms Document," as the case may be), Funding caused BACCT to increase the required subordinated amounts of the Class A notes and the Class B notes, and thereby increase the required level of enhancement provided by each outstanding tranche of BACCT Class B notes and Class C notes.

The required subordinated amount of a senior class or tranche of BACCT notes is the amount of a subordinated class that is required to be outstanding and available to provide credit enhancement for that senior class or tranche on the date when the senior class or tranche of notes is issued. The amount of the required subordinated amounts of the Class A notes and the Class B notes is variable, depending on the adjusted outstanding dollar principal amount of the BACCT notes. Following the increase, (i) the level of enhancement provided by the Class B notes represents 11.25% and (ii) the level of enhancement provided by the Class C notes represents 10.00%, in each case calculated as a percentage of the sum of the adjusted outstanding dollar principal amount of the BACCT notes.

The changes necessary to effectuate the increase in the required subordinated amounts of the Class A notes and the Class B notes are set forth in the Omnibus Addenda, executed on March 31, 2010, and included as Exhibits 4.7 and 4.8 to this current report on Form 8-K.

We cannot assure you that the actions taken by Funding, as described in this current report on Form 8-K, will be sufficient to avoid, or mitigate the severity of, adverse rating agency actions that might otherwise have occurred if Funding had not taken these actions.

Section 9 – Financial Statements and Exhibits.

Item 9.01(d). Exhibits.

The following are filed as Exhibits to this Report:

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|-------------|---|
| Exhibit 4.1 | First Amendment to Amended and Restated Series 1997-B Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement. |
| Exhibit 4.2 | First Amendment to Amended and Restated Series 2000-E Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement. |
| Exhibit 4.3 | First Amendment to Amended and Restated Series 2000-H Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement. |
| Exhibit 4.4 | First Amendment to Amended and Restated Series 2001-B Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement. |
| Exhibit 4.5 | First Amendment to Amended and Restated Series 2001-C Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement. |
| Exhibit 4.6 | Addendum, dated as of March 31, 2010, to Third Amended and Restated Series 2001-D Supplement to the Second Amended and Restated Pooling and Servicing Agreement. |
| Exhibit 4.7 | Omnibus Addendum, dated as of March 31, 2010, to the Class A Terms Documents listed on Schedule A thereto to the Second Amended and Restated Indenture, dated as of October 20, 2006, as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006, each between BACCT and The Bank of New York Mellon. |
| Exhibit 4.8 | Omnibus Addendum, dated as of March 31, 2010, to the Class B Terms Documents listed on Schedule A and Schedule B thereto, to the Second Amended and Restated Indenture, dated as of October 20, 2006, as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006, each between BACCT and The Bank of New York Mellon. |
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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/ Keith W. Landis
Name: Keith W. Landis
Title: Vice President

March 31, 2010

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 4.1	First Amendment to Amended and Restated Series 1997-B Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement.
Exhibit 4.2	First Amendment to Amended and Restated Series 2000-E Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement.
Exhibit 4.3	First Amendment to Amended and Restated Series 2000-H Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement.
Exhibit 4.4	First Amendment to Amended and Restated Series 2001-B Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement.
Exhibit 4.5	First Amendment to Amended and Restated Series 2001-C Supplement, dated as of March 31, 2010, to the Second Amended and Restated Pooling and Servicing Agreement.
Exhibit 4.6	Addendum, dated as of March 31, 2010, to Third Amended and Restated Series 2001-D Supplement to the Second Amended and Restated Pooling and Servicing Agreement.
Exhibit 4.7	Omnibus Addendum, dated as of March 31, 2010, to the Class A Terms Documents listed on Schedule A thereto to the Second Amended and Restated Indenture, dated as of October 20, 2006, as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006, each between BACCT and The Bank of New York Mellon.
Exhibit 4.8	Omnibus Addendum, dated as of March 31, 2010, to the Class B Terms Documents listed on Schedule A and Schedule B thereto, to the Second Amended and Restated Indenture, dated as of October 20, 2006, as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006, each between BACCT and The Bank of New York Mellon.

FIRST AMENDMENT
TO
BA MASTER CREDIT CARD TRUST II
AMENDED AND RESTATED SERIES 1997-B SUPPLEMENT

THIS FIRST AMENDMENT TO THE BA MASTER CREDIT CARD TRUST II AMENDED AND RESTATED SERIES 1997-B SUPPLEMENT, dated as of March 31, 2010 (this Amendment) is by and among BA CREDIT CARD FUNDING, LLC, as Transferor (the "Transferor"), FIA CARD SERVICES, NATIONAL ASSOCIATION ("FIA"), as Servicer (the "Servicer"), and THE BANK OF NEW YORK MELLON, as Trustee (the "Trustee"), under the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, between FIA, as Servicer, Funding, as Transferor, and the Trustee, as amended and supplemented from time to time (the "Agreement").

WHEREAS, the Trustee and MBNA America Bank, National Association (as the predecessor to FIA) have heretofore executed and delivered a Series 1997-B Supplement, dated as of February 27, 1997 (the Original Series Supplement);

WHEREAS, the Transferor, the Servicer, and the Trustee have heretofore amended and restated the Original Series Supplement through the execution and delivery of an Amended and Restated Series 1997-B Supplement, dated as of March 2, 2009 (as amended, supplemented or otherwise modified prior to March 31, 2010, the "Series Supplement"); and

WHEREAS, the parties hereto desire to amend the Series Supplement.

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

ARTICLE ONE

DEFINITIONS

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

ARTICLE TWO

AMENDMENTS

Section 2.01. Amendments to Section 2 of the Series Supplement

- (a) The defined term "Class D Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$89,740,000" contained therein with "\$231,880,000".
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- (b) The defined term "Controlled Accumulation Amount" in Section 2 of the Series Supplement is hereby amended by replacing "\$90,811,666.67" contained therein with "\$102,656,666.67".
- (c) The defined term "Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$1,089,740,000" contained therein with "\$1,231,880,000".

Section 2.02. Amendments to Section 5 of the Series Supplement. Section 5 of the Series Supplement is hereby deleted in its entirety and replaced with the following:

SECTION 5. Delivery of the Class D Certificate. On March 2, 2009, the Transferor executed and delivered the Class D Certificate to the Trustee in accordance with Section 6.01 of the Agreement, and the Trustee authenticated the Class D Certificate in accordance with Section 6.02 of the Agreement. On March 31, 2010, the Transferor shall execute and deliver a second Class D Certificate in the amount of \$142,140,000 to the Trustee for authentication in accordance with Section 6.01 of the Agreement. The Trustee shall deliver such second Class D Certificate when authenticated in accordance with Section 6.02 of the Agreement.

Section 2.03. Amendments to Exhibit A-3 of the Series Supplement. Exhibit A-3 of the Series Supplement is hereby deleted in its entirety and replaced with Exhibit A-3 attached to this Amendment.

ARTICLE THREE

MISCELLANEOUS

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

- (a) 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; and
- (b) Counterparts of this Amendment, duly executed by the parties hereto.

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

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: VP

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

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: VP

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

By: /s/ Catherine L. Cerilles
Name: Catherine L. Cerilles
Title: Vice President

[First Amendment To Amended and Restated Series 1997-B Supplement]

FORM OF CERTIFICATE

CLASS D

CLASS D ASSET BACKED CERTIFICATE

THIS CLASS D ASSET BACKED CERTIFICATE, SERIES 1997-B (THE "CLASS D CERTIFICATE") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS CLASS D CERTIFICATE, AGREES THAT IT IS ACQUIRING THIS CLASS D CERTIFICATE FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) AND NOT WITH A VIEW TO, OR FOR SALE IN CONNECTION WITH, THE PUBLIC DISTRIBUTION HEREOF AND THAT NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND ANY APPLICABLE PROVISIONS OF ANY STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH PROVISIONS. THE TRANSFER OF THIS CLASS D CERTIFICATE IS SUBJECT TO CERTAIN CONDITIONS SET FORTH IN THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE TRANSFERRED, ASSIGNED, EXCHANGED OR OTHERWISE PLEDGED OR CONVEYED, EXCEPT IN ACCORDANCE WITH THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

No. [1][2]

\$[_____]

BA MASTER CREDIT CARD TRUST II
CLASS D
ASSET BACKED CERTIFICATE, SERIES 1997-B

Evidencing an Undivided Interest in certain assets of the BA Master Credit Card Trust II, the corpus of which consists of a portfolio of MasterCard®, VISA® and American Express® credit card receivables originated or acquired by FIA Card Services, National Association and other assets and interests constituting the Trust under the Pooling and Servicing Agreement described below.

(Not an interest in or obligation of
FIA Card Services, National Association
or any Affiliate thereof.)

This certifies that BA Credit Card Funding, LLC (the "Class D Certificateholder") is the registered owner of an Undivided Interest in a trust (the "Trust"), the corpus of which consists of a portfolio of receivables (the "Receivables") now existing or hereafter created and arising in connection with selected MasterCard, VISA and American Express® credit card accounts (the "Accounts") of FIA Card Services, National Association, a national banking association organized under the laws of the United States, all monies due or to become due in respect to such Receivables (including all Finance Charge Receivables), all Interchange allocable to the Trust, all proceeds of such Receivables, Insurance Proceeds and Recoveries relating to such Receivables and the proceeds thereof, in each case pursuant to a Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, as supplemented by the Amended and Restated Series 1997-B Supplement, dated as of March 2, 2009 (as amended, supplemented and modified as of the date hereof, collectively, the "Pooling and Servicing Agreement"), by and among BA Credit Card Funding, LLC, as Transferor (the "Transferor"), FIA Card Services, National Association, as Servicer (the "Servicer"), and The Bank of New York Mellon, as Trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth herein.

To the extent not defined herein, capitalized terms used herein have the respective meanings assigned to them in the Pooling and Servicing Agreement. This Class D Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement, as amended from time to time, the Class D Certificateholder by virtue of the acceptance hereof assents and by which the Class D Certificateholder is bound.

Although a summary of certain provisions of the Pooling and Servicing Agreement is set forth below, this Class D Certificate is qualified in its entirety by the terms and provisions of the Pooling and Servicing Agreement and reference is made to that Pooling and Servicing Agreement for information with respect to the interests, rights, benefits, obligations, proceeds, and duties evidenced hereby and the rights, duties and obligations of the Trustee.

Beginning on [] [], 20[] and on each Distribution Date thereafter, the Trustee shall distribute to the Class D Certificateholder of record as of the last Business Day of the calendar month preceding such Distribution Date such amounts as are payable pursuant to the Pooling and Servicing Agreement and as are requested by the certificate delivered to the Trustee by the Servicer pursuant to Section 5.01 of the Pooling and Servicing Agreement. The Series 1997-B Termination Date is the earliest to occur of (a) the Distribution Date on which the Investor Interest is paid in full, (b) the August 2014 Distribution Date and (c) the Trust Termination Date. Principal with respect to the Series 1997-B Certificates will be paid under the circumstances described in the Pooling and Servicing Agreement.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Class D Certificate shall not be entitled to any benefit under the Pooling and Servicing Agreement, or be valid for any purpose.

* MasterCard®, VISA® and American Express® are federally registered servicemarks of MasterCard International Inc., Visa U.S.A., Inc. and American Express Company, respectively.

This Class D Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

IN WITNESS WHEREOF, BA Credit Card Funding, LLC has caused this Class D Asset Backed Certificate, Series 1997-B to be duly executed under its official seal.

By: _____
Authorized Officer

[Seal]

Date: [] [], 20[]

CERTIFICATE OF AUTHENTICATION

This is one of the Series 1997-B Certificates referred to in the within-mentioned Pooling and Servicing Agreement.

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

By: _____
Authorized Signatory

Date: [] [], 20[]

FIRST AMENDMENT
TO
BA MASTER CREDIT CARD TRUST II
AMENDED AND RESTATED SERIES 2000-E SUPPLEMENT

THIS FIRST AMENDMENT TO THE BA MASTER CREDIT CARD TRUST II AMENDED AND RESTATED SERIES 2000-E SUPPLEMENT, dated as of March 31, 2010 (this Amendment) is by and among BA CREDIT CARD FUNDING, LLC, as Transferor (the "Transferor"), FIA CARD SERVICES, NATIONAL ASSOCIATION ("FIA"), as Servicer (the "Servicer"), and THE BANK OF NEW YORK MELLON, as Trustee (the "Trustee"), under the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, between FIA, as Servicer, Funding, as Transferor, and the Trustee, as amended and supplemented from time to time (the "Agreement").

WHEREAS, the Trustee and MBNA America Bank, National Association (as the predecessor to FIA) have heretofore executed and delivered a Series 2000-E Supplement, dated as of June 1, 2000 (the Original Series Supplement);

WHEREAS, the Transferor, the Servicer, and the Trustee have heretofore amended and restated the Original Series Supplement through the execution and delivery of an Amended and Restated Series 2000-E Supplement, dated as of March 2, 2009 (as amended, supplemented or otherwise modified prior to March 31, 2010, the "Series Supplement"); and

WHEREAS, the parties hereto desire to amend the Series Supplement.

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

ARTICLE ONE

DEFINITIONS

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

ARTICLE TWO

AMENDMENTS

Section 2.01. Amendments to Section 2 of the Series Supplement.

(a) The defined term "Class D Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$51,030,000" contained therein with "\$134,640,000".

(b) The defined term "Controlled Accumulation Amount" in Section 2 of the Series Supplement is hereby amended by replacing "\$53,419,166.67" contained therein with "\$60,386,666.67".

(c) The defined term "Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$641,030,000" contained therein with "\$724,640,000".

Section 2.02. Amendments to Section 5 of the Series Supplement Section 5 of the Series Supplement is hereby deleted in its entirety and replaced with the following:

SECTION 5. Delivery of the Class D Certificate On March 2, 2009, the Transferor executed and delivered the Class D Certificate to the Trustee in accordance with Section 6.01 of the Agreement, and the Trustee authenticated the Class D Certificate in accordance with Section 6.02 of the Agreement. On March 31, 2010, the Transferor shall execute and deliver a second Class D Certificate in the amount of \$83,610,000 to the Trustee for authentication in accordance with Section 6.01 of the Agreement. The Trustee shall deliver such second Class D Certificate when authenticated in accordance with Section 6.02 of the Agreement.

Section 2.03. Amendments to Exhibit A-3 of the Series Supplement Exhibit A-3 of the Series Supplement is hereby deleted in its entirety and replaced with Exhibit A-3 attached to this Amendment.

ARTICLE THREE

MISCELLANEOUS

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

(a) 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; and

(b) Counterparts of this Amendment, duly executed by the parties hereto.

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

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: VP

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

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: VP

THE BANK OF NEW YORK MELLON,
Trustee

By: /s/ Catherine L. Cerilles
Name: Catherine L. Cerilles
Title: Vice President

[First Amendment To Amended and Restated Series 2000-E Supplement]

FORM OF CERTIFICATE

CLASS D

CLASS D ASSET BACKED CERTIFICATE

THIS CLASS D ASSET BACKED CERTIFICATE, SERIES 2000-E (THE "CLASS D CERTIFICATE") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS CLASS D CERTIFICATE, AGREES THAT IT IS ACQUIRING THIS CLASS D CERTIFICATE FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) AND NOT WITH A VIEW TO, OR FOR SALE IN CONNECTION WITH, THE PUBLIC DISTRIBUTION HEREOF AND THAT NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND ANY APPLICABLE PROVISIONS OF ANY STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH PROVISIONS. THE TRANSFER OF THIS CLASS D CERTIFICATE IS SUBJECT TO CERTAIN CONDITIONS SET FORTH IN THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE TRANSFERRED, ASSIGNED, EXCHANGED OR OTHERWISE PLEDGED OR CONVEYED, EXCEPT IN ACCORDANCE WITH THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

No. [1][2]

\$[_____]

BA MASTER CREDIT CARD TRUST II
CLASS D
ASSET BACKED CERTIFICATE, SERIES 2000-E

Evidencing an Undivided Interest in certain assets of the BA Master Credit Card Trust II, the corpus of which consists of a portfolio of MasterCard®, VISA® and American Express® credit card receivables originated or acquired by FIA Card Services, National Association and other assets and interests constituting the Trust under the Pooling and Servicing Agreement described below.

(Not an interest in or obligation of
FIA Card Services, National Association
or any Affiliate thereof.)

This certifies that BA Credit Card Funding, LLC (the "Class D Certificateholder") is the registered owner of an Undivided Interest in a trust (the "Trust"), the corpus of which consists of a portfolio of receivables (the "Receivables") now existing or hereafter created and arising in connection with selected MasterCard, VISA and American Express® credit card accounts (the "Accounts") of FIA Card Services, National Association, a national banking association organized under the laws of the United States, all monies due or to become due in respect to such Receivables (including all Finance Charge Receivables), all Interchange allocable to the Trust, all proceeds of such Receivables, Insurance Proceeds and Recoveries relating to such Receivables and the proceeds thereof, in each case pursuant to a Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, as supplemented by the Amended and Restated Series 2000-E Supplement, dated as of March 2, 2009 (as amended, supplemented and modified as of the date hereof, collectively, the "Pooling and Servicing Agreement"), by and among BA Credit Card Funding, LLC, as Transferor (the "Transferor"), FIA Card Services, National Association, as Servicer (the "Servicer"), and The Bank of New York Mellon, as Trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth herein.

To the extent not defined herein, capitalized terms used herein have the respective meanings assigned to them in the Pooling and Servicing Agreement. This Class D Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement, as amended from time to time, the Class D Certificateholder by virtue of the acceptance hereof assents and by which the Class D Certificateholder is bound.

Although a summary of certain provisions of the Pooling and Servicing Agreement is set forth below, this Class D Certificate is qualified in its entirety by the terms and provisions of the Pooling and Servicing Agreement and reference is made to that Pooling and Servicing Agreement for information with respect to the interests, rights, benefits, obligations, proceeds, and duties evidenced hereby and the rights, duties and obligations of the Trustee.

Beginning on [] [], 20[] and on each Distribution Date thereafter, the Trustee shall distribute to the Class D Certificateholder of record as of the last Business Day of the calendar month preceding such Distribution Date such amounts as are payable pursuant to the Pooling and Servicing Agreement and as are requested by the certificate delivered to the Trustee by the Servicer pursuant to Section 5.01 of the Pooling and Servicing Agreement. The Series 2000-E Termination Date is the earliest to occur of (a) the Distribution Date on which the Investor Interest is paid in full, (b) the October 2012 Distribution Date and (c) the Trust Termination Date. Principal with respect to the Series 2000-E Certificates will be paid under the circumstances described in the Pooling and Servicing Agreement.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Class D Certificate shall not be entitled to any benefit under the Pooling and Servicing Agreement, or be valid for any purpose.

* MasterCard®, VISA® and American Express® are federally registered servicemarks of MasterCard International Inc., Visa U.S.A., Inc. and American Express Company, respectively.

This Class D Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

IN WITNESS WHEREOF, BA Credit Card Funding, LLC has caused this Class D Asset Backed Certificate, Series 2000-E to be duly executed under its official seal.

By: _____
Authorized Officer

[Seal]

Date: [] [], 20[]

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2000-E Certificates referred to in the within-mentioned Pooling and Servicing Agreement.

THE BANK OF NEW YORK MELLON,
Trustee

By: _____
Authorized Signatory

Date: [] [], 20[]

FIRST AMENDMENT
TO
BA MASTER CREDIT CARD TRUST II
AMENDED AND RESTATED SERIES 2000-H SUPPLEMENT

THIS FIRST AMENDMENT TO THE BA MASTER CREDIT CARD TRUST II AMENDED AND RESTATED SERIES 2000-H SUPPLEMENT, dated as of March 31, 2010 (this Amendment) is by and among BA CREDIT CARD FUNDING, LLC, as Transferor (the "Transferor"), FIA CARD SERVICES, NATIONAL ASSOCIATION ("FIA"), as Servicer (the "Servicer"), and THE BANK OF NEW YORK MELLON, as Trustee (the "Trustee"), under the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, between FIA, as Servicer, Funding, as Transferor, and the Trustee, as amended and supplemented from time to time (the "Agreement").

WHEREAS, the Trustee and MBNA America Bank, National Association (as the predecessor to FIA) have heretofore executed and delivered a Series 2000-H Supplement, dated as of August 23, 2000 (the Original Series Supplement);

WHEREAS, the Transferor, the Servicer, and the Trustee have heretofore amended and restated the Original Series Supplement through the execution and delivery of an Amended and Restated Series 2000-H Supplement, dated as of March 2, 2009 (as amended, supplemented or otherwise modified prior to March 31, 2010, the "Series Supplement"); and

WHEREAS, the parties hereto desire to amend the Series Supplement.

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

ARTICLE ONE

DEFINITIONS

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

ARTICLE TWO

AMENDMENTS

Section 2.01. Amendments to Section 2 of the Series Supplement

- (a) The defined term "Class D Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$62,820,000" contained therein with "\$162,320,000".
-

- (b) The defined term "Controlled Accumulation Amount" in Section 2 of the Series Supplement is hereby amended by replacing "\$63,568,333.34" contained therein with "\$71,860,000".
- (c) The defined term "Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$762,820,000" contained therein with "\$862,320,000".

Section 2.02. Amendments to Section 5 of the Series Supplement. Section 5 of the Series Supplement is hereby deleted in its entirety and replaced with the following:

SECTION 5. Delivery of the Class D Certificate. On March 2, 2009, the Transferor executed and delivered the Class D Certificate to the Trustee in accordance with Section 6.01 of the Agreement, and the Trustee authenticated the Class D Certificate in accordance with Section 6.02 of the Agreement. On March 31, 2010, the Transferor shall execute and deliver a second Class D Certificate in the amount of \$99,500,000 to the Trustee for authentication in accordance with Section 6.01 of the Agreement. The Trustee shall deliver such second Class D Certificate when authenticated in accordance with Section 6.02 of the Agreement.

Section 2.03. Amendments to Exhibit A-3 of the Series Supplement. Exhibit A-3 of the Series Supplement is hereby deleted in its entirety and replaced with Exhibit A-3 attached to this Amendment.

ARTICLE THREE

MISCELLANEOUS

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

- (a) 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; and
- (b) Counterparts of this Amendment, duly executed by the parties hereto.

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

By: /s/ Catherine L. Cerilles
 Name: Catherine L. Cerilles
 Title: Vice President

FORM OF CERTIFICATE

CLASS D

CLASS D ASSET BACKED CERTIFICATE

THIS CLASS D ASSET BACKED CERTIFICATE, SERIES 2000-H (THE "CLASS D CERTIFICATE") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS CLASS D CERTIFICATE, AGREES THAT IT IS ACQUIRING THIS CLASS D CERTIFICATE FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) AND NOT WITH A VIEW TO, OR FOR SALE IN CONNECTION WITH, THE PUBLIC DISTRIBUTION HEREOF AND THAT NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND ANY APPLICABLE PROVISIONS OF ANY STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH PROVISIONS. THE TRANSFER OF THIS CLASS D CERTIFICATE IS SUBJECT TO CERTAIN CONDITIONS SET FORTH IN THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE TRANSFERRED, ASSIGNED, EXCHANGED OR OTHERWISE PLEDGED OR CONVEYED, EXCEPT IN ACCORDANCE WITH THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

No. [1][2]

\$[_____]

BA MASTER CREDIT CARD TRUST II
CLASS D
ASSET BACKED CERTIFICATE, SERIES 2000-H

Evidencing an Undivided Interest in certain assets of the BA Master Credit Card Trust II, the corpus of which consists of a portfolio of MasterCard®, VISA® and American Express® credit card receivables originated or acquired by FIA Card Services, National Association and other assets and interests constituting the Trust under the Pooling and Servicing Agreement described below.

(Not an interest in or obligation of
FIA Card Services, National Association
or any Affiliate thereof.)

This certifies that BA Credit Card Funding, LLC (the "Class D Certificateholder") is the registered owner of an Undivided Interest in a trust (the "Trust"), the corpus of which consists of a portfolio of receivables (the "Receivables") now existing or hereafter created and arising in connection with selected MasterCard, VISA and American Express® credit card accounts (the "Accounts") of FIA Card Services, National Association, a national banking association organized under the laws of the United States, all monies due or to become due in respect to such Receivables (including all Finance Charge Receivables), all Interchange allocable to the Trust, all proceeds of such Receivables, Insurance Proceeds and Recoveries relating to such Receivables and the proceeds thereof, in each case pursuant to a Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, as supplemented by the Amended and Restated Series 2000-H Supplement, dated as of March 2, 2009 (as amended, supplemented and modified as of the date hereof, collectively, the "Pooling and Servicing Agreement"), by and among BA Credit Card Funding, LLC, as Transferor (the "Transferor"), FIA Card Services, National Association, as Servicer (the "Servicer"), and The Bank of New York Mellon, as Trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth herein.

To the extent not defined herein, capitalized terms used herein have the respective meanings assigned to them in the Pooling and Servicing Agreement. This Class D Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement, as amended from time to time, the Class D Certificateholder by virtue of the acceptance hereof assents and by which the Class D Certificateholder is bound.

Although a summary of certain provisions of the Pooling and Servicing Agreement is set forth below, this Class D Certificate is qualified in its entirety by the terms and provisions of the Pooling and Servicing Agreement and reference is made to that Pooling and Servicing Agreement for information with respect to the interests, rights, benefits, obligations, proceeds, and duties evidenced hereby and the rights, duties and obligations of the Trustee.

Beginning on [] [], 20[] and on each Distribution Date thereafter, the Trustee shall distribute to the Class D Certificateholder of record as of the last Business Day of the calendar month preceding such Distribution Date such amounts as are payable pursuant to the Pooling and Servicing Agreement and as are requested by the certificate delivered to the Trustee by the Servicer pursuant to Section 5.01 of the Pooling and Servicing Agreement. The Series 2000-H Termination Date is the earliest to occur of (a) the Distribution Date on which the Investor Interest is paid in full, (b) the January 2013 Distribution Date and (c) the Trust Termination Date. Principal with respect to the Series 2000-H Certificates will be paid under the circumstances described in the Pooling and Servicing Agreement.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Class D Certificate shall not be entitled to any benefit under the Pooling and Servicing Agreement, or be valid for any purpose.

* MasterCard®, VISA® and American Express® are federally registered servicemarks of MasterCard International Inc., Visa U.S.A., Inc. and American Express Company, respectively.

This Class D Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

IN WITNESS WHEREOF, BA Credit Card Funding, LLC has caused this Class D Asset Backed Certificate, Series 2000-H to be duly executed under its official seal.

By: _____
Authorized Officer

[Seal]

Date: [] [], 20[]

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2000-H Certificates referred to in the within-mentioned Pooling and Servicing Agreement.

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

By: _____
Authorized Signatory

Date: [] [], 20[]

FIRST AMENDMENT
TO
BA MASTER CREDIT CARD TRUST II
AMENDED AND RESTATED SERIES 2001-B SUPPLEMENT

THIS FIRST AMENDMENT TO THE BA MASTER CREDIT CARD TRUST II AMENDED AND RESTATED SERIES 2001-B SUPPLEMENT, dated as of March 31, 2010 (this Amendment) is by and among BA CREDIT CARD FUNDING, LLC, as Transferor (the "Transferor"), FIA CARD SERVICES, NATIONAL ASSOCIATION ("FIA"), as Servicer (the "Servicer"), and THE BANK OF NEW YORK MELLON, as Trustee (the "Trustee"), under the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, between FIA, as Servicer, Funding, as Transferor, and the Trustee, as amended and supplemented from time to time (the "Agreement").

WHEREAS, the Trustee and MBNA America Bank, National Association (as the predecessor to FIA) have heretofore executed and delivered a Series 2001-B Supplement, dated as of March 8, 2001 (the Original Series Supplement);

WHEREAS, the Transferor, the Servicer, and the Trustee have heretofore amended and restated the Original Series Supplement through the execution and delivery of an Amended and Restated Series 2001-B Supplement, dated as of March 2, 2009 (as amended, supplemented or otherwise modified prior to March 31, 2010, the "Series Supplement"); and

WHEREAS, the parties hereto desire to amend the Series Supplement.

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

ARTICLE ONE

DEFINITIONS

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

ARTICLE TWO

AMENDMENTS

Section 2.01. Amendments to Section 2 of the Series Supplement

(a) The defined term "Class D Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$67,310,000" contained therein with "\$173,910,000".

(b) The defined term "Controlled Accumulation Amount" in Section 2 of the Series Supplement is hereby amended by replacing "\$68,109,166.67" contained therein with "\$76,992,500.00".

(c) The defined term "Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$817,310,000" contained therein with "\$923,910,000".

Section 2.02. Amendments to Section 5 of the Series Supplement Section 5 of the Series Supplement is hereby deleted in its entirety and replaced with the following:

SECTION 5. Delivery of the Class D Certificate On March 2, 2009, the Transferor executed and delivered the Class D Certificate to the Trustee in accordance with Section 6.01 of the Agreement, and the Trustee authenticated the Class D Certificate in accordance with Section 6.02 of the Agreement. On March 31, 2010, the Transferor shall execute and deliver a second Class D Certificate in the amount of \$106,600,000 to the Trustee for authentication in accordance with Section 6.01 of the Agreement. The Trustee shall deliver such second Class D Certificate when authenticated in accordance with Section 6.02 of the Agreement.

Section 2.03. Amendments to Exhibit A-3 of the Series Supplement Exhibit A-3 of the Series Supplement is hereby deleted in its entirety and replaced with Exhibit A-3 attached to this Amendment.

ARTICLE THREE

MISCELLANEOUS

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

(a) 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; and

(b) Counterparts of this Amendment, duly executed by the parties hereto.

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

[First Amendment To Amended and Restated Series 2001-B Supplement]

FORM OF CERTIFICATE

CLASS D

CLASS D ASSET BACKED CERTIFICATE

THIS CLASS D ASSET BACKED CERTIFICATE, SERIES 2001-B (THE "CLASS D CERTIFICATE") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS CLASS D CERTIFICATE, AGREES THAT IT IS ACQUIRING THIS CLASS D CERTIFICATE FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) AND NOT WITH A VIEW TO, OR FOR SALE IN CONNECTION WITH, THE PUBLIC DISTRIBUTION HEREOF AND THAT NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND ANY APPLICABLE PROVISIONS OF ANY STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH PROVISIONS. THE TRANSFER OF THIS CLASS D CERTIFICATE IS SUBJECT TO CERTAIN CONDITIONS SET FORTH IN THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE TRANSFERRED, ASSIGNED, EXCHANGED OR OTHERWISE PLEDGED OR CONVEYED, EXCEPT IN ACCORDANCE WITH THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

No. [1][2]

\$[_____]

BA MASTER CREDIT CARD TRUST II
CLASS D
ASSET BACKED CERTIFICATE, SERIES 2001-B

Evidencing an Undivided Interest in certain assets of the BA Master Credit Card Trust II, the corpus of which consists of a portfolio of MasterCard®, VISA® and American Express® credit card receivables originated or acquired by FIA Card Services, National Association and other assets and interests constituting the Trust under the Pooling and Servicing Agreement described below.

(Not an interest in or obligation of
FIA Card Services, National Association
or any Affiliate thereof.)

This certifies that BA Credit Card Funding, LLC (the "Class D Certificateholder") is the registered owner of an Undivided Interest in a trust (the "Trust"), the corpus of which consists of a portfolio of receivables (the "Receivables") now existing or hereafter created and arising in connection with selected MasterCard, VISA and American Express® credit card accounts (the "Accounts") of FIA Card Services, National Association, a national banking association organized under the laws of the United States, all monies due or to become due in respect to such Receivables (including all Finance Charge Receivables), all Interchange allocable to the Trust, all proceeds of such Receivables, Insurance Proceeds and Recoveries relating to such Receivables and the proceeds thereof, in each case pursuant to a Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, as supplemented by the Amended and Restated Series 2001-B Supplement, dated as of March 2, 2009 (as amended, supplemented and modified as of the date hereof, collectively, the "Pooling and Servicing Agreement"), by and among BA Credit Card Funding, LLC, as Transferor (the "Transferor"), FIA Card Services, National Association, as Servicer (the "Servicer"), and The Bank of New York Mellon, as Trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth herein.

To the extent not defined herein, capitalized terms used herein have the respective meanings assigned to them in the Pooling and Servicing Agreement. This Class D Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement, as amended from time to time, the Class D Certificateholder by virtue of the acceptance hereof assents and by which the Class D Certificateholder is bound.

Although a summary of certain provisions of the Pooling and Servicing Agreement is set forth below, this Class D Certificate is qualified in its entirety by the terms and provisions of the Pooling and Servicing Agreement and reference is made to that Pooling and Servicing Agreement for information with respect to the interests, rights, benefits, obligations, proceeds, and duties evidenced hereby and the rights, duties and obligations of the Trustee.

Beginning on [] [], 20[] and on each Distribution Date thereafter, the Trustee shall distribute to the Class D Certificateholder of record as of the last Business Day of the calendar month preceding such Distribution Date such amounts as are payable pursuant to the Pooling and Servicing Agreement and as are requested by the certificate delivered to the Trustee by the Servicer pursuant to Section 5.01 of the Pooling and Servicing Agreement. The Series 2001-B Termination Date is the earliest to occur of (a) the Distribution Date on which the Investor Interest is paid in full, (b) the August 2013 Distribution Date and (c) the Trust Termination Date. Principal with respect to the Series 2001-B Certificates will be paid under the circumstances described in the Pooling and Servicing Agreement.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Class D Certificate shall not be entitled to any benefit under the Pooling and Servicing Agreement, or be valid for any purpose.

* MasterCard®, VISA® and American Express® are federally registered servicemarks of MasterCard International Inc., Visa U.S.A., Inc. and American Express Company, respectively.

This Class D Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

IN WITNESS WHEREOF, BA Credit Card Funding, LLC has caused this Class D Asset Backed Certificate, Series 2001-B to be duly executed under its official seal.

By: _____
Authorized Officer

[Seal]

Date: [] [], 20[]

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2001-B Certificates referred to in the within-mentioned Pooling and Servicing Agreement.

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

By: _____
Authorized Signatory

Date: [] [], 20[]

FIRST AMENDMENT
TO
BA MASTER CREDIT CARD TRUST II
AMENDED AND RESTATED SERIES 2001-C SUPPLEMENT

THIS FIRST AMENDMENT TO THE BA MASTER CREDIT CARD TRUST II AMENDED AND RESTATED SERIES 2001-C SUPPLEMENT, dated as of March 31, 2010 (this Amendment) is by and among BA CREDIT CARD FUNDING, LLC, as Transferor (the "Transferor"), FIA CARD SERVICES, NATIONAL ASSOCIATION ("FIA"), as Servicer (the "Servicer"), and THE BANK OF NEW YORK MELLON, as Trustee (the "Trustee"), under the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, between FIA, as Servicer, Funding, as Transferor, and the Trustee, as amended and supplemented from time to time (the "Agreement").

WHEREAS, the Trustee and MBNA America Bank, National Association (as the predecessor to FIA) have heretofore executed and delivered a Series 2001-C Supplement, dated as of April 25, 2001 (the Original Series Supplement);

WHEREAS, the Transferor, the Servicer, and the Trustee have heretofore amended and restated the Original Series Supplement through the execution and delivery of an Amended and Restated Series 2001-C Supplement, dated as of March 2, 2009 (as amended, supplemented or otherwise modified prior to March 31, 2010, the "Series Supplement"); and

WHEREAS, the parties hereto desire to amend the Series Supplement.

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

ARTICLE ONE

DEFINITIONS

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

ARTICLE TWO

AMENDMENTS

Section 2.01. Amendments to Section 2 of the Series Supplement.

- (a) The defined term "Class D Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$70,380,000" contained therein with "\$183,260,000".
-

- (b) The defined term "Controlled Accumulation Amount" in Section 2 of the Series Supplement is hereby amended by replacing "\$72,115,000.00" contained therein with "\$81,521,666.67".
- (c) The defined term "Initial Investor Interest" in Section 2 of the Series Supplement is hereby amended by replacing "\$865,380,000" contained therein with "\$978,260,000".

Section 2.02. Amendments to Section 5 of the Series Supplement Section 5 of the Series Supplement is hereby deleted in its entirety and replaced with the following:

SECTION 5. Delivery of the Class D Certificate On March 2, 2009, the Transferor executed and delivered the Class D Certificate to the Trustee in accordance with Section 6.01 of the Agreement, and the Trustee authenticated the Class D Certificate in accordance with Section 6.02 of the Agreement. On March 31, 2010, the Transferor shall execute and deliver a second Class D Certificate in the amount of \$112,880,000 to the Trustee for authentication in accordance with Section 6.01 of the Agreement. The Trustee shall deliver such second Class D Certificate when authenticated in accordance with Section 6.02 of the Agreement.

Section 2.03. Amendments to Exhibit B-1 of the Series Supplement Exhibit B-1 of the Series Supplement is hereby deleted in its entirety and replaced with Exhibit B-1 attached to this Amendment.

ARTICLE THREE

MISCELLANEOUS

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

- (a) 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; and
- (b) Counterparts of this Amendment, duly executed by the parties hereto.

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

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: VP

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

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: VP

THE BANK OF NEW YORK MELLON,
Trustee

By: /s/ Catherine L. Cerilles
Name: Catherine L. Cerilles
Title: Vice President

[First Amendment To Amended and Restated Series 2001-C Supplement]

FORM OF CERTIFICATE

CLASS D

CLASS D ASSET BACKED CERTIFICATE

THIS CLASS D ASSET BACKED CERTIFICATE, SERIES 2001-C (THE "CLASS D CERTIFICATE") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAW. THE HOLDER HEREOF, BY PURCHASING THIS CLASS D CERTIFICATE, AGREES THAT IT IS ACQUIRING THIS CLASS D CERTIFICATE FOR ITS OWN ACCOUNT (AND NOT FOR THE ACCOUNT OF OTHERS) AND NOT WITH A VIEW TO, OR FOR SALE IN CONNECTION WITH, THE PUBLIC DISTRIBUTION HEREOF AND THAT NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND ANY APPLICABLE PROVISIONS OF ANY STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM SUCH PROVISIONS. THE TRANSFER OF THIS CLASS D CERTIFICATE IS SUBJECT TO CERTAIN CONDITIONS SET FORTH IN THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THIS CLASS D CERTIFICATE NOR ANY INTEREST HEREIN MAY BE TRANSFERRED, ASSIGNED, EXCHANGED OR OTHERWISE PLEDGED OR CONVEYED, EXCEPT IN ACCORDANCE WITH THE POOLING AND SERVICING AGREEMENT REFERRED TO HEREIN.

No. [1][2]

\$[_____]

BA MASTER CREDIT CARD TRUST II
CLASS D
ASSET BACKED CERTIFICATE, SERIES 2001-C

Evidencing an Undivided Interest in certain assets of the BA Master Credit Card Trust II, the corpus of which consists of a portfolio of MasterCard®, VISA® and American Express® credit card receivables originated or acquired by FIA Card Services, National Association and other assets and interests constituting the Trust under the Pooling and Servicing Agreement described below.

(Not an interest in or obligation of
FIA Card Services, National Association
or any Affiliate thereof.)

This certifies that BA Credit Card Funding, LLC (the "Class D Certificateholder") is the registered owner of an Undivided Interest in a trust (the "Trust"), the corpus of which consists of a portfolio of receivables (the "Receivables") now existing or hereafter created and arising in connection with selected MasterCard, VISA and American Express credit card accounts (the "Accounts") of FIA Card Services, National Association, a national banking association organized under the laws of the United States, all monies due or to become due in respect to such Receivables (including all Finance Charge Receivables), all Interchange allocable to the Trust, all proceeds of such Receivables, Insurance Proceeds and Recoveries relating to such Receivables and the proceeds thereof, in each case pursuant to a Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006, as supplemented by the Amended and Restated Series 2001-C Supplement, dated as of March 2, 2009 (as amended, supplemented and modified as of the date hereof, collectively, the "Pooling and Servicing Agreement"), by and among BA Credit Card Funding, LLC, as Transferor (the "Transferor"), FIA Card Services, National Association, as Servicer (the "Servicer"), and The Bank of New York Mellon, as Trustee (the "Trustee"), a summary of certain of the pertinent provisions of which is set forth herein.

To the extent not defined herein, capitalized terms used herein have the respective meanings assigned to them in the Pooling and Servicing Agreement. This Class D Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling and Servicing Agreement, to which Pooling and Servicing Agreement, as amended from time to time, the Class D Certificateholder by virtue of the acceptance hereof assents and by which the Class D Certificateholder is bound.

Although a summary of certain provisions of the Pooling and Servicing Agreement is set forth below, this Class D Certificate is qualified in its entirety by the terms and provisions of the Pooling and Servicing Agreement and reference is made to that Pooling and Servicing Agreement for information with respect to the interests, rights, benefits, obligations, proceeds, and duties evidenced hereby and the rights, duties and obligations of the Trustee.

Beginning on [] [], 20[] and on each Distribution Date thereafter, the Trustee shall distribute to the Class D Certificateholder of record as of the last Business Day of the calendar month preceding such Distribution Date such amounts as are payable pursuant to the Pooling and Servicing Agreement and as are requested by the certificate delivered to the Trustee by the Servicer pursuant to Section 5.01 of the Pooling and Servicing Agreement. The Series 2001-C Termination Date is the earliest to occur of (a) the Distribution Date on which the Investor Interest is paid in full, (b) the September 2013 Distribution Date and (c) the Trust Termination Date. Principal with respect to the Series 2001-C Certificates will be paid under the circumstances described in the Pooling and Servicing Agreement.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Class D Certificate shall not be entitled to any benefit under the Pooling and Servicing Agreement, or be valid for any purpose.

* MasterCard®, VISA® and American Express® are federally registered servicemarks of MasterCard International Inc., Visa U.S.A., Inc. and American Express Company, respectively.

This Class D Certificate shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles thereof.

IN WITNESS WHEREOF, BA Credit Card Funding, LLC has caused this Class D Asset Backed Certificate, Series 2001-C to be duly executed under its official seal.

By: _____
Authorized Officer

[Seal]

Date: [] [], 20[]

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2001-C Certificates referred to in the within-mentioned Pooling and Servicing Agreement.

THE BANK OF NEW YORK MELLON,
Trustee

By: _____
Authorized Signatory

Date: [] [], 20[]

ADDENDUM

This ADDENDUM (the “Addendum”), dated as of March 31, 2010, is made to the Third Amended and Restated Series 2001-D Supplement, dated as of March 2, 2009 (the “Series Supplement”) to the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006 (as amended, supplemented or otherwise modified as of the date hereof, the “Agreement”), each by and among FIA Card Services, National Association, a national banking association (“FIA”), as servicer, BA Credit Card Funding, LLC, a Delaware limited liability company, as transferor (the “Transferor”), and The Bank of New York Mellon (formerly known as The Bank of New York), as trustee (the “Trustee”).

WITNESSETH

WHEREAS, pursuant to the definition of “Class D Required Investor Interest” appearing in Section 2 of the Series Supplement, the Transferor may change the Class D Required Investor Interest without the consent of any Investor Certificateholder provided that the Transferor has (i) received written confirmation from each Rating Agency that has rated any Outstanding Notes that such change will not result in a Ratings Effect (as such term is defined in the Second Amended and Restated Indenture, dated as of October 20, 2006, between BA Credit Card Trust, as Issuer, and The Bank of New York Mellon (formerly known as The Bank of New York), as indenture trustee (as amended, supplemented or otherwise modified as of the date hereof, the “Indenture”)) with respect to any Outstanding Notes and (ii) delivered to the Trustee and the Rating Agencies a Master Trust Tax Opinion and an Issuer Tax Opinion (as such terms are defined in the Indenture);

WHEREAS, the Trustee and each Rating Agency has received a Master Trust Tax Opinion and an Issuer Tax Opinion, and the Transferor has received written confirmation from each Rating Agency that has rated any Outstanding Notes that the change in the definition of “Class D Required Investor Interest” will not result in a Ratings Effect with respect to any Outstanding Notes; and

WHEREAS, all other conditions precedent to the execution of this Addendum have been complied with;

NOW, THEREFORE, it is hereby agreed by and among the parties hereto in the manner set forth below.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Series Supplement, or if not therein, the Agreement.

SECTION 1. Modifications to Section 2 of the Series Supplement.

The definition of “Class D Required Investor Interest” is hereby changed as follows:

- (a) The decimal 0.78 set forth in subclause (a)(i) is hereby deleted and replaced with 0.6825.
- (b) The decimal 0.845 set forth in subclause (c)(i)(B) is hereby deleted and replaced with 0.795.
- (c) The decimal 0.0810811 set forth in subclause (c)(iii)(B) is hereby deleted and replaced with 0.1111111.
- (d) The decimal 0.92 set forth in subclause (d)(i)(B) is hereby deleted and replaced with 0.895.

SECTION 2. Ratification of the Series Supplement. As modified by this Addendum, the Series Supplement is in all respects ratified and confirmed, and the Series Supplement, as so modified by this Addendum shall be read, taken and construed as one and the same instrument.

SECTION 3. Severability. If any one or more of the covenants, agreements, provisions or terms or portions thereof of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms or portions thereof shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Addendum and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms or portions of this Addendum.

SECTION 4. Counterparts. This Addendum may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts shall constitute one and the same instrument.

SECTION 5. Effectiveness. This Addendum shall become effective upon satisfaction of the following conditions:

- (a) the Transferor has received written confirmation from each Rating Agency that has rated any Outstanding Notes that this Addendum will not result in a Ratings Effect with respect to any Outstanding Notes; and
- (b) delivery to the Trustee and the Rating Agencies of a Master Trust Tax Opinion and an Issuer Tax Opinion.

SECTION 6. Headings. The headings of the several paragraphs of this Addendum are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Addendum.

SECTION 7. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Addendum 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 Addendum 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 Addendum involves at least \$100,000.00, and (b) that this Addendum 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.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective officers, thereunto duly authorized, 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: VP

Acknowledged and accepted by:

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Catherine L. Cerilles
Name: Catherine L. Cerilles
Title: Vice President

FIA CARD SERVICES,
NATIONAL ASSOCIATION,
as Servicer

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: VP

[Signature Page to Addendum to Third Amended and Restated Series 2001-D Supplement]

OMNIBUS ADDENDUM

This OMNIBUS ADDENDUM (the “Addendum”), dated as of March 31, 2010, is made to the Class A Terms Documents listed on Schedule A hereto (as amended, supplemented or otherwise modified as of the date hereof, collectively, the “Class A Terms Documents”) to the Second Amended and Restated Indenture, dated as of October 20, 2006 (as amended, supplemented or otherwise modified as of the date hereof, the “Indenture”), as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (as amended, supplemented or otherwise modified as of the date hereof, the “Indenture Supplement”), each between BA Credit Card Trust, as Issuer (the “Issuer”), and The Bank of New York Mellon, as indenture trustee (the “Indenture Trustee”).

WITNESSETH

WHEREAS, pursuant to Section 2.02(c) of each of the Class A Terms Documents listed on Schedule A, the Issuer may change the percentages relating to the Class A Required Subordinated Amount of Class B Notes or the Class A Required Subordinated Amount of Class C Notes for the related tranche of Class A Notes, without the consent of any Noteholder provided that the Issuer has (i) received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that the change in such percentage will not result in a Ratings Effect with respect to any Outstanding Notes of such tranche of Class A Notes and (ii) delivered to the Indenture Trustee and the Note Rating Agencies a Master Trust Tax Opinion and an Issuer Tax Opinion;

WHEREAS, the Issuer previously changed the percentages relating to the Class A Required Subordinated Amount of Class B Notes and the Class A Required Subordinated Amount of Class C Notes for the Class A Terms Documents listed on Schedule A pursuant to an Omnibus Addendum dated as of January 8, 2007;

WHEREAS, the Indenture Trustee and each Note Rating Agency has received a Master Trust Tax Opinion and an Issuer Tax Opinion, and the Issuer has received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that the change in the percentages relating to the Class A Required Subordinated Amount of Class B Notes and the Class A Required Subordinated Amount of Class C Notes set forth in each Class A Terms Document listed on Schedule A, in each case for the related tranche of Class A Notes, will not result in a Ratings Effect with respect to any Outstanding Notes of such tranche of Class A Notes; and

WHEREAS, all other conditions precedent to the execution of this Addendum have been complied with;

NOW, THEREFORE, it is hereby agreed by and among the parties hereto in the manner set forth below.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Class A Terms Documents, or if not therein, the Indenture or the Indenture Supplement.

SECTION 1. Modifications to Section 2.02 of the Class A Terms Documents

- (a) The percentage set forth in Section 2.02(a) of each Class A Terms Document is hereby increased from 8.72093% to 14.28571%.
- (b) The percentage set forth in Section 2.02(b) of each Class A Terms Document is hereby increased from 7.55814% to 12.69841%.

SECTION 2. Ratification of the Class A Terms Documents As modified by this Addendum, the Class A Terms Documents are in all respects ratified and confirmed, and each of the Class A Terms Documents, as so modified by this Addendum shall be read, taken and construed as one and the same instrument.

SECTION 3. Severability. If any one or more of the covenants, agreements, provisions or terms or portions thereof of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms or portions thereof shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Addendum and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms or portions of this Addendum.

SECTION 4. Counterparts. This Addendum may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts shall constitute one and the same instrument.

SECTION 5. Effectiveness. This Addendum shall become effective upon satisfaction of the following conditions:

- (a) the Issuer has received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that this Addendum will not result in a Ratings Effect with respect to any Outstanding Notes of any tranche of Class A Notes issued pursuant to a Class A Terms Document; and
- (b) 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.

SECTION 6. Headings. The headings of the several paragraphs of this Addendum are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Addendum.

SECTION 7. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Addendum 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 Addendum 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

Addendum involves at least \$100,000.00, and (b) that this Addendum 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.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective officers, thereunto duly authorized, as of the day and year first above written.

BA CREDIT CARD TRUST,
by BA CREDIT CARD FUNDING, LLC
as Beneficiary and not in its individual capacity

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: VP

Acknowledged and accepted by:

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

By: /s/ Catherine L. Cerilles
Name: Catherine L. Cerilles
Title: Vice President

[Omnibus Addendum to Class A Terms Documents]

Class A Terms Documents

Class A(2001-2) Terms Document, dated as of July 26, 2001
Class A(2002-2) Terms Document, dated as of March 27, 2002
Class A(2002-3) Terms Document, dated as of April 24, 2002
Class A(2003-4) Terms Document, dated as of April 24, 2003
Class A(2003-5) Terms Document, dated as of May 21, 2003
Class A(2003-8) Terms Document, dated as of August 5, 2003
Class A(2003-10) Terms Document, dated as of October 15, 2003
Class A(2004-1) Terms Document, dated as of February 26, 2004
Class A(2004-2) Terms Document, dated as of February 25, 2004
Class A(2004-3) Terms Document, dated as of March 17, 2004
Class A(2004-5) Terms Document, dated as of May 25, 2004
Class A(2004-6) Terms Document, dated as of June 17, 2004
Class A(2004-8) Terms Document, dated as of September 14, 2004
Class A(2004-9) Terms Document, dated as of October 1, 2004
Class A(2005-2) Terms Document, dated as of May 19, 2005
Class A(2005-3) Terms Document, dated as of June 14, 2005
Class A(2005-4) Terms Document, dated as of July 7, 2005
Class A(2005-6) Terms Document, dated as of August 25, 2005
Class A(2005-9) Terms Document, dated as of November 17, 2005
Class A(2005-10) Terms Document, dated as of November 29, 2005
Class A(2005-11) Terms Document, dated as of December 16, 2005
Class A(2006-2) Terms Document, dated as of March 7, 2006
Class A(2006-5) Terms Document, dated as of June 9, 2006
Class A(2006-6) Terms Document, dated as of July 20, 2006
Class A(2006-7) Terms Document, dated as of July 28, 2006
Class A(2006-8) Terms Document, dated as of August 9, 2006
Class A(2006-9) Terms Document, dated as of August 30, 2006
Class A(2006-11) Terms Document, dated as of September 26, 2006
Class A(2006-12) Terms Document, dated as of October 16, 2006
Class A(2006-13) Terms Document, dated as of November 14, 2006
Class A(2006-14) Terms Document, dated as of November 28, 2006
Class A(2006-15) Terms Document, dated as of December 13, 2006
Class A(2006-16) Terms Document, dated as of December 19, 2006
Class A(2007-1) Terms Document, dated as of January 18, 2007
Class A(2007-2) Terms Document, dated as of February 16, 2007
Class A(2007-3) Terms Document, dated as of March 20, 2007
Class A(2007-4) Terms Document, dated as of March 20, 2007
Class A(2007-5) Terms Document, dated as of March 20, 2007
Class A(2007-6) Terms Document, dated as of April 12, 2007
Class A(2007-8) Terms Document, dated as of June 22, 2007
Class A(2007-9) Terms Document, dated as of July 19, 2007
Class A(2007-10) Terms Document, dated as of July 26, 2007

Class A(2007-11) Terms Document, dated as of August 2, 2007
Class A(2007-12) Terms Document, dated as of August 22, 2007
Class A(2007-14) Terms Document, dated as of November 27, 2007
Class A(2007-15) Terms Document, dated as of November 27, 2007
Class A(2008-1) Terms Document, dated as of January 29, 2008
Class A(2008-2) Terms Document, dated as of March 14, 2008
Class A(2008-4) Terms Document, dated as of April 11, 2008
Class A(2008-5) Terms Document, dated as of May 2, 2008
Class A(2008-6) Terms Document, dated as of May 15, 2008
Class A(2008-7) Terms Document, dated as of June 13, 2008
Class A(2008-8) Terms Document, dated as of July 17, 2008
Class A(2008-10) Terms Document, dated as of August 15, 2008

OMNIBUS ADDENDUM

This OMNIBUS ADDENDUM (the “Addendum”), dated as of March 31, 2010, is made to the Class B Terms Documents listed on Schedule A hereto and the Class B Terms Documents listed on Schedule B hereto (as amended, supplemented or otherwise modified as of the date hereof, collectively, the “Class B Terms Documents”) to the Second Amended and Restated Indenture, dated as of October 20, 2006 (as amended, supplemented or otherwise modified as of the date hereof, the “Indenture”), as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (as amended, supplemented or otherwise modified as of the date hereof, the “Indenture Supplement”), each between BA Credit Card Trust, as Issuer (the “Issuer”), and The Bank of New York Mellon, as indenture trustee (the “Indenture Trustee”).

WITNESSETH

WHEREAS, pursuant to Section 2.02(c) of each of the Class B Terms Documents listed on Schedule A and Schedule B, the Issuer may change the definition of the Class B Required Subordinated Amount of Class C Notes for the related tranche of Class B Notes, without the consent of any Noteholder provided that the Issuer has (i) received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that the change in such definition will not result in a Ratings Effect with respect to any Outstanding Notes of such tranche of Class B Notes and (ii) delivered to the Indenture Trustee and the Note Rating Agencies a Master Trust Tax Opinion and an Issuer Tax Opinion;

WHEREAS, the Issuer previously changed the Class B Required Subordinated Amount of Class C Notes for the Class B Terms Documents listed on Schedule A pursuant to an Omnibus Addendum dated as of January 25, 2007 (the “2007 Omnibus Addendum”);

WHEREAS, the Indenture Trustee and each Note Rating Agency has received a Master Trust Tax Opinion and an Issuer Tax Opinion, and the Issuer has received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that the change in the definition of the Class B Required Subordinated Amount of Class C Notes set forth in each Class B Terms Document listed on Schedule A, in each case for the related tranche of Class B Notes, will not result in a Ratings Effect with respect to any Outstanding Notes of such tranche of Class B Notes; and

WHEREAS, all other conditions precedent to the execution of this Addendum have been complied with;

NOW, THEREFORE, it is hereby agreed by and among the parties hereto in the manner set forth below.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Class B Terms Documents, or if not therein, the Indenture or the Indenture Supplement.

SECTION 1. Modifications to Section 2.02(b) of the Class B Terms Documents.

(a) Section 2.02(b)(i)(B)(x) of each Class B Terms Document listed on Schedule A hereto is hereby deleted in its entirety, and inserted in its place is the following, in each case with the appropriate tranche designation for the related tranche of Class B Notes inserted in the place of "[B(200 _ _)]" in subsection (2) below:

"(x) a fraction, the numerator of which is the aggregate Class A Required Subordinated Amount of Class C Notes for all tranches of Class A Notes which are Outstanding on that date for which the Class A Required Subordinated Amount of Class B Notes is greater than zero, and the denominator of which is the aggregate Adjusted Outstanding Dollar Principal Amount for all tranches of Class B Notes (including the Class [B(200 _ _)] Notes) which are Outstanding on that date; *plus*"

(b) The percentage set forth in Section 2.02(b)(i)(B)(y)(1) of each Class B Terms Document listed on Schedule A hereto is hereby increased from 8.10811% to 11.11111%.

(c) The percentage set forth in Section 2.02(b)(i)(B)(1) of each Class B Terms Document listed on Schedule B hereto is hereby increased from 6.95187% to 11.11111%.

SECTION 2. Ratification of the Class B Terms Documents. As modified by this Addendum, the Class B Terms Documents are in all respects ratified and confirmed, and each of the Class B Terms Documents, as so modified by this Addendum shall be read, taken and construed as one and the same instrument.

SECTION 3. Severability. If any one or more of the covenants, agreements, provisions or terms or portions thereof of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms or portions thereof shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Addendum and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms or portions of this Addendum.

SECTION 4. Counterparts. This Addendum may be executed in any number of counterparts, each of which counterparts shall be deemed to be an original, and all of which counterparts shall constitute one and the same instrument.

SECTION 5. Effectiveness. This Addendum shall become effective upon satisfaction of the following conditions:

(a) the Issuer has received written confirmation from each Note Rating Agency that has rated any Outstanding Notes of the BAseries that this Addendum will not result in a Ratings Effect with respect to any Outstanding Notes of any tranche of Class B Notes issued pursuant to a Class B Terms Document; and

(b) 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.

SECTION 6. Headings. The headings of the several paragraphs of this Addendum are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Addendum.

SECTION 7. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Addendum 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 Addendum 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 Addendum involves at least \$100,000.00, and (b) that this Addendum 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.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective officers, thereunto duly authorized, as of the day and year first above written.

BA CREDIT CARD TRUST,
by BA CREDIT CARD FUNDING, LLC
as Beneficiary and not in its individual capacity

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: VP

Acknowledged and accepted by:

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

By: /s/ Catherine L. Cerilles
Name: Catherine L. Cerilles
Title: Vice President

[Omnibus Addendum to Class B Terms Documents]

**Class B Terms Documents
Issued Before the 2007 Omnibus Addendum**

Class B(2003-4) Terms Document, dated as of October 15, 2003
Class B(2004-1) Terms Document, dated as of April 1, 2004
Class B(2004-2) Terms Document, dated as of August 11, 2004
Class B(2005-1) Terms Document, dated as of June 22, 2005
Class B(2005-2) Terms Document, dated as of August 11, 2005
Class B(2005-3) Terms Document, dated as of November 9, 2005
Class B(2006-1) Terms Document, dated as of March 3, 2006
Class B(2006-2) Terms Document, dated as of March 24, 2006

**Class B Terms Documents
Issued After the 2007 Omnibus Addendum**

Class B(2007-2) Terms Document, dated as of January 31, 2007
Class B(2007-3) Terms Document, dated as of March 30, 2007
Class B(2007-4) Terms Document, dated as of May 15, 2007
Class B(2008-1) Terms Document, dated as of January 17, 2008
Class B(2008-2) Terms Document, dated as of February 14, 2008
Class B(2009-1) Terms Document, dated as of June 4, 2009
Class B(2009-2) Terms Document, dated as of October 13, 2009
Class B(2010-1) Terms Document, dated as of January 15, 2010