

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) February 8, 2008.

BA CREDIT CARD TRUST* **BA MASTER CREDIT CARD TRUST II**
(Exact name of issuing entity as specified in its charter) (Exact name of issuing entity as specified in its charter)
(Issuing Entity of the Notes) (Issuing Entity of the Collateral Certificate)

Commission File Number of depositor: 333-141948

BA CREDIT CARD FUNDING, LLC
(Exact name of depositor as specified in its charter)

FIA CARD SERVICES, NATIONAL ASSOCIATION
(Exact name of sponsor as specified in its charter)

Delaware Delaware
(State or Other Jurisdiction of Incorporation) (State or Other Jurisdiction of Incorporation)

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

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
(Telephone Number, including area code)

(704) 683-4915
(Telephone Number, including area code)

333-141948-02
(Commission File Numbers)

333-141948-01
(Commission File Numbers)

01-0864848
(I.R.S. Employer Identification No.)

01-0864848
(I.R.S. Employer Identification No.)

N/A 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.

On February 8, 2008 BA Credit Card Trust issued additional BAseries Class A(2008-1) Notes.

On February 8, 2008 Richards, Layton & Finger, P.A. delivered its legality opinion with respect to BA Credit Card Trust, additional BAseries Class A(2008-1) Notes.

Section 9 – Financial Statements and Exhibits.

Item 9.01(d). Exhibits.

The following are filed as Exhibits to this Report under Exhibits 4, 5 and 23:

- 4.1 Class A(2008-1) Supplemental Indenture, dated as of February 8, 2008.
 - 4.2 Class A(2008-1) Terms Document, dated as of January 29, 2008 (included in Exhibit 4.1 to the Registrant's Form 8-K filed with the Securities and Exchange Commission on January 29, 2008, which is incorporated herein by reference).

 - 5.1 Legality opinion of Richards, Layton & Finger, P.A. with respect to additional BAseries Class A(2008-1) Notes.
 - 23.1 Consent of Richards, Layton & Finger, P.A. (included in opinion filed as Exhibit 5.1).
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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

February 8, 2008

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Class A(2008-1) Supplemental Indenture, dated as of February 8, 2008.
4.2	Class A(2008-1) Terms Document, dated as of January 29, 2008 (included in Exhibit 4.1 to the Registrant's Form 8-K filed with the Securities and Exchange Commission on January 29, 2008, which is incorporated herein by reference).
5.1	Legality opinion of Richards, Layton & Finger, P.A. with respect to additional BAseries Class A(2008-1) Notes.
23.1	Consent of Richards, Layton & Finger, P.A. (included in opinion filed as Exhibit 5.1).

BA CREDIT CARD TRUST

as Issuer

SUPPLEMENTAL INDENTURE

with respect to Additional Class A(2008-1) Notes

dated as of February 8, 2008

to

CLASS A(2008-1) TERMS DOCUMENT

dated as of January 29, 2008

to

AMENDED AND RESTATED BASERIES INDENTURE SUPPLEMENT

dated as of June 10, 2006

to

SECOND AMENDED AND RESTATED INDENTURE

dated as of October 20, 2006

THE BANK OF NEW YORK

as Indenture Trustee

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THIS SUPPLEMENTAL INDENTURE WITH RESPECT TO ADDITIONAL CLASS A(2008-1) NOTES (this "Supplemental Indenture"), by and between BA CREDIT CARD TRUST, a statutory trust created under the laws of the State of Delaware (the "Issuer"), having its principal office at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and THE BANK OF NEW YORK, a New York banking corporation, as Indenture Trustee (the "Indenture Trustee"), is made and entered into as of February 8, 2008 and hereby modifies and supplements the Class A(2008-1) Terms Document (the "Terms Document") entered into by the Issuer and the Indenture Trustee as of January 29, 2008.

WHEREAS, the Issuer has created, pursuant to the Terms Document, a tranche of Class A Notes known as the Class A(2008-1) Notes;

WHEREAS, pursuant to Section 310(a) of the Indenture, the Issuer shall issue the Additional Class A(2008-1) Notes that shall be identical in all material respects to all other Outstanding Class A(2008-1) Notes and will be equally and ratably entitled to the benefits of the Indenture, the Indenture Supplement and the Terms Document as all other Outstanding Class A(2008-1) Notes without preference, priority or distinction.

NOW, THEREFORE, in connection with the issuance of the Additional Class A(2008-1) Notes, the Issuer and the Indenture Trustee enter into this Supplemental Indenture.

ARTICLE I

Definitions and Other Provisions of General Application

Section 1.01. Definitions. For all purposes of this Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(b) all other terms used herein which are defined in the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (the "Indenture Supplement"), between the Issuer and the Indenture Trustee, the Second Amended and Restated Indenture, dated as of October 20, 2006 (the "Indenture"), between the Issuer and the Indenture Trustee, as acknowledged and accepted by FIA, as Servicer, or the Terms Document, either directly or by reference therein and are not modified by Section 2.02 hereof, have the meanings assigned to them therein;

(c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder means such accounting principles as are generally accepted in the United States of America at the date of such computation;

(d) all references in this Supplemental Indenture to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Supplemental Indenture as originally executed;

(e) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision;

(f) in the event that any term or provision contained herein shall conflict with or be inconsistent with any term or provision contained in the Indenture Supplement, the Indenture or the Terms Document, the terms and provisions of this Supplemental Indenture shall be controlling;

(g) each capitalized term defined herein shall relate only to the Class A(2008-1) Notes and no other tranche of Notes issued by the Issuer; and

(h) “including” and words of similar import will be deemed to be followed by “without limitation.”

“Additional Class A(2008-1) Notes” means the \$500,000,000 principal amount Class A(2008-1) Notes described in this Supplemental Indenture, substantially in the form set forth in Exhibit A-1 to the Indenture Supplement, designated as a Class A(2008-1) Note and duly executed and authenticated in accordance with the Indenture.

“Additional Issuance Date” means February 8, 2008.

Section 1.02. Governing Law; Submission to Jurisdiction; Agent for Service of Process.

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto declare that it is their intention that this Supplemental Indenture shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees (a) that this Supplemental Indenture involves at least \$100,000.00, and (b) that this Supplemental Indenture 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 1.03. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument.

Section 1.04. Ratification of Indenture, Indenture Supplement and the Terms Document. As supplemented by this Supplemental Indenture, each of the Indenture, the Indenture Supplement and the Terms Document is in all respects ratified and confirmed and the Indenture as so supplemented by the Indenture Supplement as so supplemented and the Terms Document and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 1.05. Full Force and Effect of Terms Document. All terms and conditions of the Terms Document not changed hereby shall remain in full force and effect.

[END OF ARTICLE I]

ARTICLE II

The Additional Class A(2008-1) Notes

Section 2.01. Terms and Issuance. The Additional Class A(2008-1) Notes shall be identical in all material respects to all other Outstanding Class A(2008-1) Notes and will be equally and ratably entitled to the benefits of the Indenture, the Indenture Supplement and the Terms Document as all other Outstanding Class A(2008-1) Notes without preference, priority or distinction. The Additional Class A(2008-1) Notes shall be issued pursuant to the Indenture, the Indenture Supplement, the Terms Document and this Supplemental Indenture on the Additional Issuance Date.

Section 2.02. Modification of Defined Terms. Upon issuance of the Additional Class A(2008-1) Notes, all references in the Terms Document with respect to the Class A(2008-1) Notes shall include the Additional Class A(2008-1) Notes and each of the following terms, as used in the Terms Document, shall have the respective meanings set forth below:

“Controlled Accumulation Amount” means \$208,333,333.34; provided, however, if the Accumulation Period Length is determined to be less than twelve (12) months pursuant to Section 3.10(b)(ii) of the Indenture Supplement, the Controlled Accumulation Amount shall be the amount specified in the definition of “Controlled Accumulation Amount” in the Indenture Supplement.

“Initial Dollar Principal Amount” means \$2,500,000,000.

“Stated Principal Amount” means \$2,500,000,000.

Section 2.03. Form of Delivery of Additional Class A(2008-1) Notes; Depository; Denominations.

(a) The Additional Class A(2008-1) Notes shall be delivered in the form of a global Registered Note as provided in Sections 202 and 301(i) of the Indenture, respectively.

(b) The Depository for the Additional Class A(2008-1) Notes shall be The Depository Trust Company, and the Additional Class A(2008-1) Notes shall initially be registered in the name of Cede & Co., its nominee.

(c) The Additional Class A(2008-1) Notes will be issued in minimum denominations of \$5,000 and multiples of \$1,000 in excess of that amount.

Section 2.04. Delivery and Payment for the Additional Class A(2008-1) Notes. The Issuer shall execute and deliver the Additional Class A(2008-1) Notes to the Indenture Trustee for authentication, and the Indenture Trustee shall deliver the Additional Class A(2008-1) Notes when authenticated, each in accordance with Section 303 of the Indenture.

[END OF ARTICLE II]

ARTICLE III

Representations and Warranties

Section 3.01. Issuer's Representations and Warranties. The Issuer makes the following representations and warranties as to the Collateral Certificate on which the Indenture Trustee is deemed to have relied in acquiring the Collateral Certificate. Such representations and warranties speak as of the execution and delivery of this Supplemental Indenture, but shall survive until the termination of this Supplemental Indenture. Such representations and warranties shall not be waived by any of the parties to this Supplemental Indenture unless the Issuer has obtained written confirmation from each Note Rating Agency that there will be no Ratings Effect with respect to such waiver.

(a) The Indenture creates a valid and continuing security interest (as defined in the Delaware UCC) in the Collateral Certificate in favor of the Indenture Trustee, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) The Collateral Certificate constitutes either an "account," a "general intangible," an "instrument," or a "certificated security," each within the meaning of the Delaware UCC.

(c) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Issuer owned and had good and marketable title to the Collateral Certificate free and clear of any lien, claim or encumbrance of any Person.

(d) The Issuer has caused, within ten days of the execution of the Indenture, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Collateral Certificate granted to the Indenture Trustee pursuant to the Indenture.

(e) Other than the security interest granted to the Indenture Trustee pursuant to the Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed the Collateral Certificate. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Collateral Certificate other than any financing statement relating to the security interest granted to the Indenture Trustee pursuant to the Indenture or any financing statement that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(f) All original executed copies of the Collateral Certificate have been delivered to the Indenture Trustee.

(g) At the time of the transfer and assignment of the Collateral Certificate to the Indenture Trustee pursuant to the Indenture, the Collateral Certificate had no marks or notations indicating that it has been pledged, assigned or otherwise conveyed to any Person other than the Indenture Trustee.

[END OF ARTICLE III]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all 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/ Penelope S. Johnson
Name: Penelope S. Johnson
Title: Vice President

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

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

[Signature Page to the Class A(2008-1) Supplemental Indenture]

February 8, 2008

BA Credit Card Funding, LLC
214 North Tyron Street, Suite #21-39
NC1-027-21-04
Charlotte, NC 28255

Re: BA Credit Card Trust

Ladies and Gentlemen:

We have acted as special Delaware counsel for FIA Card Services, National Association, a national banking association (the "Bank"), and BA Credit Card Funding, LLC, a Delaware limited liability company ("Funding"), in connection with the Registration Statement on Form S-3 (Registration Nos. 333-141948, 333-141948-01 and 333-141948-02), as amended (the "Registration Statement"), filed by Funding with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"), for the registration under the Act of the BAseries Class A(2008-1) Notes (collectively, the "Notes"), representing obligations of BA Credit Card Trust, a Delaware statutory trust (the "Trust"), to be issued pursuant to the Indenture (as hereinafter defined). At your request, this opinion is being furnished to you.

We have made such inquiries and examined such documents as we have considered necessary or appropriate for purposes of giving the opinions hereinafter set forth, including the examination of executed or conformed counterparts, or copies otherwise proved to our satisfaction, of the following:

(a) The Certificate of Trust of the Trust, effective on May 4, 2001, as filed in the office of the Secretary of State of the State of Delaware (the "Secretary of State") on May 4, 2001, as amended and restated by the Amended and Restated Certificate of Trust of the Trust, effective on June 10, 2006, as filed in the office of the Secretary of State on June 9, 2006;

(b) The Trust Agreement of the Trust, dated as of May 4, 2001, between the Bank, as beneficiary, and Wilmington Trust Company, a Delaware banking corporation, as owner trustee (the "Owner Trustee");

(c) The Amended and Restated Trust Agreement of the Trust, dated as of May 24, 2001, as amended by the First Amendment thereto, dated as of July 12, 2001, the Second Amendment thereto, dated as of August 1, 2002, the Third Amendment thereto, dated as of June 27,

2003, and the Fourth Amendment thereto, dated as of January 27, 2006, each between the Bank, as beneficiary and transferor, and the Owner Trustee, and acknowledged and accepted by the Trust;

(d) The Second Amended and Restated Trust Agreement of the Trust, dated as of June 10, 2006, between the Bank, as beneficiary and transferor, and the Owner Trustee, and acknowledged and accepted by the Trust;

(e) The Third Amended and Restated Trust Agreement of the Trust, dated as of October 20, 2006, between Funding, as beneficiary and transferor, and the Owner Trustee, and acknowledged and accepted by the Trust and the Bank;

(f) The Second Amended and Restated Indenture, dated as of October 20, 2006 (the "Master Indenture"), between the Trust, as issuer, and The Bank of New York, a New York banking corporation, as indenture trustee (the "Indenture Trustee"), and acknowledged and accepted by the Bank, as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (the "Indenture Supplement"), between the Trust, as issuer, and the Indenture Trustee, and as further supplemented by the Class A(2008-1) Terms Document, dated as of January 29, 2008 (the "Terms Document"), between the Trust, as issuer, and the Indenture Trustee, and as further modified and supplemented by the Supplemental Indenture with respect to Additional Class A(2008-1) Notes, dated as of February 8, 2008 (the "Supplemental Indenture"), between the Trust, as issuer, and the Indenture Trustee (the Master Indenture, as supplemented by the Indenture Supplement, the Terms Document and the Supplemental Indenture, is hereinafter referred to as the "Indenture");

(g) The Registration Statement;

(h) The prospectus, dated January 10, 2008 (the "Prospectus"), and the prospectus supplement related to the Notes, dated January 31, 2008 (the "Prospectus Supplement");

(i) A certificate of the Trust, dated February 8, 2008, as to certain matters; and

(j) A Certificate of Good Standing for the Trust, dated February 8, 2008, obtained from the Secretary of State.

We have obtained or have been furnished with, and have relied upon with respect to factual matters, such certificates, advices and assurances from public officials and others as we have deemed necessary or appropriate for purposes of this opinion.

With respect to all documents examined by us, we have assumed that (i) all signatures on documents examined by us are genuine, (ii) all documents submitted to us as originals are authentic, and (iii) all documents submitted to us as copies conform with the original copies of those documents.

For purposes of this opinion, we have assumed, at the time of issuance and sale of the Notes, (i) except with respect to the Bank, Funding and the Trust, the due authorization, execution and delivery by all parties thereto of all documents examined by us, (ii) that the Bank will

have taken all necessary corporate action, Funding will have taken all necessary limited liability company action, and the Trust will have taken all necessary trust action, to cause the issuance and sale of the Notes, (iii) that the issuance and sale of the Notes will not be contrary to any applicable law, rule, regulation or order, and (iv) in connection with the documents of which we have reviewed a form, that all blanks contained in such documents will be properly and appropriately completed, and optional provisions included in such documents will be properly and appropriately selected, and as executed, such documents will conform with the forms of the documents reviewed by us.

This opinion is limited to the laws of the State of Delaware and United States of America federal law, and we have not considered and express no opinion on the laws of any other jurisdiction. Our opinions are rendered only with respect to Delaware and United States of America federal laws and rules, regulations and orders thereunder which are currently in effect.

Based upon the foregoing, and upon our examination of such questions of law and statutes as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that, when the Notes have been duly executed, authenticated and delivered in accordance with the Indenture, paid for, and sold in the manner described in the Registration Statement, any amendment thereto and the Prospectus and the Prospectus Supplement, the Notes will be legally issued, fully paid, nonassessable and binding obligations of the Trust, and the holders of the Notes will be entitled to the benefits of the Indenture. The foregoing opinion is subject to applicable bankruptcy, insolvency, reorganization, arrangement, fraudulent transfer and conveyance, moratorium and other laws relating to or affecting the rights of creditors generally, general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether considered and applied in a proceeding in equity or at law, and safety and soundness requirements.

We understand that you will file this opinion with the Securities and Exchange Commission as an exhibit to a Current Report on Form 8-K for incorporation into the Registration Statement. We hereby consent to the filing of this opinion with the Securities and Exchange Commission. We hereby consent to the use of our name under the heading "Legal Matters" in the Prospectus. In giving the foregoing consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

WAY/EL

/s/ Richards, Layton & Finger, P.A.
