

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) January 8, 2007.

**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: 333-136122

**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)

c/o Wilmington Trust Company  
Rodney Square North  
1100 N. Market Street  
Wilmington, Delaware 19890-0001  
(Address of Principal Executive Office)

**(302) 651-1000**  
(Telephone Number, including area code)

**333-136122-02**  
(Commission File Numbers)

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

**N/A**  
(Former name or address, if changed since last report)

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

c/o BA Credit Card Funding, LLC  
214 North Tryon Street  
Suite #21-39, NC1-027-21-04  
Charlotte, North Carolina 28255  
(Address of Principal Executive Office)

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

**333-136122-01**  
(Commission File Numbers)

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

**N/A**  
(Former name or address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Section 8 – Other Events.**

## Item 8.01. Other Events.

On January 8, 2007, BA Credit Card Trust, a Delaware statutory trust (the "Issuer") and The Bank of New York, as Indenture Trustee (the "Indenture Trustee"), entered into an Omnibus Addendum, dated as of January 8, 2007 (the "Omnibus Addendum") to the Class A Terms Documents listed on Schedule A thereto (the "Class A Terms Documents") 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 the Issuer and the Indenture Trustee. All conditions precedent to the execution of the Omnibus Addendum have been satisfied and the Omnibus Addendum is filed as Exhibit 4.1 to this current report on Form 8-K.

The Class A Terms Documents are among the material agreements that govern the series of notes called the BAseries. The BAseries consists of Class A notes, Class B notes and Class C notes.

The Omnibus Addendum relates to each tranche of Class A BAseries notes governed by the Class A Terms Documents (the "Class A Notes"). The Omnibus Addendum reduces the required enhancement level for each outstanding tranche of Class A Notes in the following ways:

For the Class A Notes:

- (i) the percentage relating to the Class A Required Subordinated Amount of Class B Notes has been reduced from 8.82353% to 8.72093%; and
- (ii) the percentage relating to the Class A Required Subordinated Amount of Class C Notes has been reduced from 8.82353% to 7.55814%.

**Section 9 – Financial Statements and Exhibits.**

## Item 9.01(d). Exhibits.

The following is filed as Exhibit to this Report under Exhibit 4:

- Exhibit 4.1 Omnibus Addendum, dated as of January 8, 2007, 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 the Issuer and the Indenture Trustee.

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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/ Scott W. McCarthy

Name: Scott W. McCarthy

Title: Senior Vice President

January 8, 2007

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EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| Exhibit 4.1        | Omnibus Addendum, dated as of January 8, 2007, 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 the Issuer and the Indenture Trustee. |

## OMNIBUS ADDENDUM

This OMNIBUS ADDENDUM (the "Addendum"), dated as of January 8, 2007, is made to the Class A Terms Documents listed on Schedule A hereto (collectively, the "Class A Terms Documents") to the Second Amended and Restated Indenture, dated as of October 20, 2006 (the "Indenture"), as supplemented by the Amended and Restated BAseries Indenture Supplement, dated as of June 10, 2006 (the "Indenture Supplement"), each between BA Credit Card Trust, as Issuer (the "Issuer"), and The Bank of New York, 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 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 reduced from 8.82353% to 8.72093%.

(b) The percentage set forth in Section 2.02(b) of each Class A Terms Document is hereby reduced from 8.82353% to 7.55814%.

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

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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.

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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/ Scott W. McCarthy

Name: Scott W. McCarthy

Title: Senior Vice President

Acknowledged and accepted by:

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

By: /s/ Catherine Cerilles

Name: Catherine Cerilles

Title: Vice President



Class A Terms Documents

Class A(2001-2) Terms Document, dated as of July 26, 2001  
Class A(2001-5) Terms Document, dated as of November 8, 2001  
Class A(2002-1) Terms Document, dated as of January 31, 2002  
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(2002-4) Terms Document, dated as of May 9, 2002  
Class A(2002-5) Terms Document, dated as of May 30, 2002  
Class A(2002-7) Terms Document, dated as of July 25, 2002  
Class A(2002-8) Terms Document, dated as of July 31, 2002  
Class A(2002-9) Terms Document, dated as of July 31, 2002  
Class A(2002-10) Terms Document, dated as of September 19, 2002  
Class A(2002-11) Terms Document, dated as of October 30, 2002  
Class A(2002-13) Terms Document, dated as of December 18, 2002  
Class A(2003-1) Terms Document, dated as of February 27, 2003  
Class A(2003-3) Terms Document, dated as of April 10, 2003  
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(2003-6) Terms Document, dated as of June 4, 2003  
Class A(2003-7) Terms Document, dated as of July 8, 2003  
Class A(2003-8) Terms Document, dated as of August 5, 2003  
Class A(2003-9) Terms Document, dated as of September 24, 2003  
Class A(2003-10) Terms Document, dated as of October 15, 2003  
Class A(2003-11) Terms Document, dated as of November 6, 2003  
Class A(2003-12) Terms Document, dated as of December 18, 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(2004-4) Terms Document, dated as of April 15, 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(2004-7) Terms Document, dated as of July 28, 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(2004-10) Terms Document, dated as of October 27, 2004  
Class A(2005-1) Terms Document, dated as of April 20, 2005  
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(2005-5) Terms Document, dated as of August 11, 2005  
Class A(2005-6) Terms Document, dated as of August 25, 2005  
Class A(2005-7) Terms Document, dated as of September 29, 2005  
Class A(2005-8) Terms Document, dated as of October 12, 2005

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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(2006-1) Terms Document, dated as of February 15, 2006  
Class A(2006-2) Terms Document, dated as of March 7, 2006  
Class A(2006-3) Terms Document, dated as of March 30, 2006  
Class A(2006-4) Terms Document, dated as of May 31, 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(2006-10) Terms Document, dated as of September 19, 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