

SCHEDULE
to the
Master Agreement
dated as of August 5, 2008
between
BANK OF AMERICA, N.A. ("Party A"),
and

The BA CREDIT CARD TRUST ("Party B"), a statutory trust created pursuant to a trust agreement dated as of May 4, 2001, as amended and restated as of May 24, 2001, and as amended as of July 12, 2001, as of August 1, 2002, as of June 27, 2003 and as of January 27, 2006, and as amended and restated as of June 10, 2006 and as of October 20, 2006 (as amended, restated or otherwise modified from time to time, the "Trust Agreement").

Party B intends to issue BAseries Class A(2008-9) Notes (the "Class A Notes") pursuant to the Second Amended and Restated Indenture dated as of October 20, 2006 (as amended from time to time, the "Base Indenture") as supplemented by the Amended and Restated BAseries Indenture Supplement dated as of June 10, 2006 (as amended from time to time, the "Indenture Supplement") and as further supplemented by the Class A(2008-9) Terms Document dated as of August 5, 2008 (the "Terms Document" and, collectively with the Base Indenture and the Indenture Supplement, the "Indenture").

Part 1. Termination Provisions.

In this Agreement:

- (a) "Specified Entity" shall not apply for purposes of this Agreement.
- (b) "Specified Transaction" will have no meaning for the purpose of this Agreement.
- (c) The "Breach of Agreement" provisions of Section 5(a)(ii), the "Misrepresentation" provisions of Section 5(a)(iv), the "Default under Specified Transaction" provisions of Section 5(a)(v), the "Cross Default" provisions of Section 5(a)(vi), the "Merger Without Assumption" provisions of Section 5(a)(viii), the "Tax Event Upon Merger" provisions of Section 5(b)(iii), and the "Credit Event Upon Merger" provisions of Section 5(b)(iv) will not apply to Party A and will not apply to Party B. Solely with respect to payments required to be made by Party A after the occurrence of an Early Redemption Event with respect to the Class A Notes, the word "the third" in the final line of Section 5(a)(i) shall be replaced with "12:00 noon New York City time of the first (or such other time as may be mutually agreed to by Party A, Party B and the Note Rating Agencies)".
- (d) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A and will not apply to Party B.
- (e) Payments on Early Termination. For the purpose of Section 6(e) of this Agreement, Market Quotation and the Second Method will apply; provided, however, that in the case of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the sole Affected Party, the related Settlement Amount, if negative, will be deemed to be zero if Market Quotation (as such term is modified pursuant to Part 1(f) below) cannot be determined.
- (f) Market Quotation. Notwithstanding anything to the contrary in the definition of Market Quotation in Section 14, in the case of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the sole Affected Party, if each Market Quotation is negative, the Market Quotation will be deemed to be the negative quotation with the highest absolute value received from the Reference Market-makers. To the extent that Party B, using its best efforts, is able to obtain only one Market Quotation from the Reference Market-makers, Party A and Party B agree that Party B shall enter into a Replacement Transaction with the Reference Market-maker providing such Market Quotation. To the extent reasonably practicable, any agreement entered into with a Reference Market-maker in connection with, and for the purpose of, creating a Replacement Transaction shall be on substantially similar terms as the terms of this Agreement.
- (g) Settlement Amount. Notwithstanding anything to the contrary in the definition of Settlement Amount in Section 14, in the case of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the sole Affected Party, the amount calculated pursuant to paragraph (b) of the definition of Settlement Amount in respect of Party A shall be deemed to be zero.
- (h) "Reference Market-maker" will not have the meaning specified in Section 14, but will instead mean the following:

"Reference Market-maker" means five leading dealers in the relevant market selected by the party determining the Market Quotation in good faith (a) from among dealers which are rated not lower than investment grade by Standard & Poor's Ratings Services ("S&P") and Moody's Investors Service, Inc. ("Moody's") which satisfy the criteria that such party applies generally at that time in deciding whether to offer or make an extension of credit and (b) to the extent practicable, from among dealers having an office in the same city.
- (i) "Termination Currency" means United States Dollars ("USD").
- (j) Additional Termination Events. The following events shall each constitute an Additional Termination Event hereunder:
 - (i) A failure by Party A to provide the information or take the actions provided in Part 5(n) below.

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- (ii) An amendment and/or supplement to (A) the Second Amended and Restated Pooling and Servicing Agreement, dated as of October 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Pooling and Servicing Agreement"), between BA Credit Card Funding, LLC, as Transferor (the "Transferor"), FIA Card Services, National Association, as Servicer ("FIA"), and The Bank of New York Mellon, as Trustee (the "Trustee") (other than the execution of a series supplement or an amendment, supplement or modification of a series supplement that is not the Series 2001-D Supplement (as defined below)), (B) the Second Amended and Restated Series 2001-D Supplement, dated as of October 20, 2006 (as amended, supplemented or otherwise modified from time to time, the "Series 2001-D Supplement" and, collectively with the Pooling and Servicing Agreement and the Trust Agreement, the "Base Transaction Documents"), between the Transferor, FIA and the Trustee, (C) the Trust Agreement, or (D) the Indenture (other than the execution of a terms document or an amendment, supplement or modification of a terms document that is not the Terms Document), is made without the prior written consent of Party A (such consent not to be unreasonably withheld), if such amendment and/or supplement: (a) adversely affects any of Party A's rights or obligations under this Agreement; or (b) adversely modifies, or materially impairs the ability of Party B to fully perform, any of Party B's obligations under this Agreement. For purposes of Section 6 of this Agreement, Party B shall be the sole Affected Party.

Part 2. Tax Representations.

- (a) Payer Tax Representations. For the purpose of Section 3(e) of this Agreement, Party A and Party B will each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Sections 2(e), 6(d)(ii) and 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representation made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) and 4(a)(iii) of this Agreement; and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) Payee Representations. For the purpose of Section 3(f) of this Agreement, Party A and Party B make the following representations:

- (i) The following representation will apply to Party B:

It is a US person for US federal income tax purposes.

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- (ii) The following representation will apply to Party A:

It is a national banking association for US federal income tax purposes.

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 3(d), 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents or certificates to be delivered are:

| Party required to deliver document | Form/Document/Certificate | Date by which to be delivered | Covered by Section 3(d) Representation |
|------------------------------------|---|--|--|
| Party B | Any form or document that may be reasonably requested, and that Party B is eligible to provide, in order to allow the requesting party to make a payment without (or with reduced) withholding Tax. | Promptly upon reasonable demand by the other party. | No |
| Party A | Any form or document that may be reasonably requested, and that Party A is eligible to provide, in order to allow the requesting party to make a payment without (or with reduced) withholding Tax. | Promptly upon reasonable demand by the other party. | No |
| Party B | (i) Internal Revenue Service Form W-9 (or any successor form) of the Beneficiary and (ii) any other form | (i) Upon execution of this Agreement, (ii) thereafter promptly | No |

or document that may be reasonably requested, and that Party B is eligible to provide, in order to allow the requesting party to make a payment without (or with reduced) withholding Tax.

upon reasonable demand by Party A and (iii) promptly upon learning that such form previously provided by Party B has become obsolete or incorrect.

(b) Other documents to be delivered are:

| Party required to deliver document | Form/Document/Certificate | Date by which to be delivered | Covered by Section 3(d) Representation |
|---|--|---|---|
| Party A | An opinion of counsel (which may be in-house counsel) for Party A in the form reasonably acceptable to Party B | Upon execution of this Agreement | Yes |
| Party A | An incumbency certificate with respect to the signatory of this Agreement | Upon execution of this Agreement | Yes |
| Party B | An opinion of counsel for Party B in the form reasonably acceptable to Party A | Upon execution of this Agreement | Yes |
| Party B | An incumbency certificate with respect to the signatory of this Agreement | Upon execution of this Agreement | Yes |
| Party B | Monthly Noteholders' Statement (as defined in the Indenture) | Upon each Transfer Date (as defined in the Indenture) | No |

Part 4. Miscellaneous.

(a) Addresses for Notices. For the purpose of Section 12(a):

Address for notices or communications to Party A:

Address: Bank of America, N.A.
Sears Tower
233 South Wacker Drive, Suite 2800
Chicago, IL 60606
Attention: Swap Operations
Telephone No.: (312) 234-2732
Facsimile No.: (312) 234-3603

with a copy to:

Bank of America, N.A.
100 N. Tryon St., NC1-007-23-16
Charlotte, North Carolina 28255
Attention: Capital Markets Documentation
Facsimile No.: (704) 386-4113 or (980) 387-9566

For all purposes.

Address for notices or communications to Party B:

Address: BA Credit Card Trust
c/o BA Credit Card Funding, LLC, as Beneficiary
214 North Tryon Street
Suite #21-39
NC1-027-21-04
Charlotte, North Carolina 28255
Attention: Marcie Copson-Hall

with a copy to:

Bank of America, National Association
101 S. Tryon Street
Mail Code: NC1-002-29-01
Charlotte, North Carolina 28255
Attention: Caroline Tsai

For all purposes.

- (b) Process Agent. For the purpose of Section 13(c):

Party A appoints as its Process Agent: Not applicable.

Party B appoints as its Process Agent: Not applicable.

- (c) Offices. The provisions of Section 10(a) will apply to this Agreement.

- (d) Multibranch Party. For the purpose of Section 10(c) of this Agreement:

Party A is a Multibranch Party and may act through its Charlotte, North Carolina, Chicago, Illinois, San Francisco, California, New York, New York or Boston, Massachusetts Office, or such other Office as may be agreed to by the parties in connection with a Transaction.

Party B is not a Multibranch Party.

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- (e) Calculation Agent. The Calculation Agent is the Indenture Trustee, unless otherwise specified in a Confirmation in relation to the relevant Transaction.

- (f) Credit Support Document. Details of any Credit Support Document:

In the case of Party A: Not applicable.

In the case of Party B: Not applicable.

- (g) Credit Support Provider.

In relation to Party A: Not applicable.

In relation to Party B: Not applicable.

- (h) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine but without prejudice to the provisions of Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

- (i) Netting of Payments. Subparagraph (ii) of Section 2(c) of this Agreement will apply to any of the Transactions, except that it will not apply to payments by each party to the other if Party B so notifies Party A at least ten (10) days in advance of the date such payments are due.

- (j) "Affiliate" will have the meaning specified in Section 14 of this Agreement, except that with respect to Party B there shall be deemed to be no Affiliates.

- (k) "Regulation AB" means Subpart 229.1100 - Asset Backed Securities (Regulation AB), 17 C.F.R. §§ 229.1100-229.1123, as such regulation may be amended from time to time and subject to such clarification and interpretation as have been provided by the Securities and Exchange Commission ("SEC") in the adopting release (Asset-Backed Securities, Securities Act Release No. 33-8518, 70 Fed. Reg. 1,506, 1,531 (Jan. 7, 2005)) or by the staff of the SEC, or as may be provided in writing by the SEC or its staff.

Part 5. Other Provisions.

- (a) Confirmation. The Confirmation, dated the date hereof, between Party A and Party B supplements, forms part of, and will be read and construed as one with, this Agreement. A form of Confirmation is set forth as Exhibit A hereto. Notwithstanding anything contained in Section 1(c), this Agreement shall be construed to form a single agreement with only one Confirmation. Reference to this "Agreement" means, with respect to a Transaction, this document together with the Confirmation.

- (b) Waiver of Trial By Jury. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement or any Transaction contemplated hereby. Each party (i) certifies that no representative, agent or attorney of the other party has

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represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

- (c) Non-Petition. To the fullest extent permitted by applicable law, Party A hereby agrees that it will not commence or join in commencing any bankruptcy or other insolvency action against Party B prior to the date which is one year and one day after all Notes (as such term is defined in the Base Indenture) of

Party B have been paid in full. Nothing herein shall prevent Party A from participating in any such proceeding once commenced.

- (d) Assignment. In the event the long-term, senior unsecured debt rating of Party A is lowered to below the category of BBB- by S&P or Baa3 by Moody's or such rating agencies' then equivalent ratings, or such ratings are withdrawn by either S&P or Moody's, Party B shall direct Party A to assign and delegate, and Party A shall assign and delegate, its rights and obligations under any Transaction to a replacement counterparty on reasonably satisfactory terms.
- (e) Provision for Payments from Party B. Notwithstanding anything contained in this Agreement to the contrary, any amount required to be paid by Party B pursuant to this Agreement will be payable only to the extent provided in, and from amounts on deposit in the Interest Funding sub-Account for the Class A(2008-9) Notes which are specifically available to be applied therefor pursuant to, Section 3.13(d) of the Indenture Supplement, as determined pursuant to Section 2.03(b) of the Terms Document and any amounts specifically available to be applied therefor pursuant to Section 2.12 of the Terms Document (as such terms are defined in the Confirmation). Party A will be entitled to the benefit of the Collateral and the obligations of Party B under this Agreement will be secured obligations, in each case in accordance with the terms of the Indenture. Party A will be a third-party beneficiary of the Indenture.
- (f) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into this Agreement that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary):
- (i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Agreement.
 - (ii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and

understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement.

- (iii) Status of Parties. The other party is not acting as a fiduciary for or as adviser to it in respect of this Agreement.
- (iv) It is entering into this Agreement, each Transaction and any other documentation relating to this Agreement or any Transaction as principal (and not as agent or in any other capacity, fiduciary or otherwise).
- (g) Additional Representations.
- (i) Each of Party A and Party B represents that (i) it is an "eligible contract participant" as defined in § 1a(12) of the Commodity Exchange Act, as amended by the Commodity Futures Modernization Act of 2000 (7 U.S.C. §1a(12)) and (ii) the material terms of this Agreement and the Swap Transaction have been individually tailored and negotiated.
 - (ii) Party B represents that: (i) it has the power to perform its obligations under the Indenture and has taken all necessary action to authorize such performance; (ii) all governmental and other consents that are required to have been obtained by it with respect to the Indenture have been obtained and are in full force and effect and all conditions of any such consents have been complied with; (iii) its obligations under the Indenture constitute its legal, valid and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)); (iv) no Event of Default (as defined in the Indenture) or Early Redemption Event (as defined in the Indenture) with respect to any series, class or tranche of notes issued by it has occurred and is continuing and no such event or circumstance would occur as a result of Party B entering into or performing its obligations under the Indenture; and (v) there is not pending or, to its knowledge, threatened against it any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of the Indenture or its ability to perform its obligations under the Indenture.
- (h) Negative Interest Rates. Party A and Party B agree that:

if, with respect to a Calculation Period for a Transaction, a party ("X") is obligated to pay a Floating Amount that is a negative number (either by reason of a negative Floating Rate or the subtraction of a Spread from the Floating Rate), the Floating Amount with respect to X for that Calculation Period will be deemed to be zero, and the other party ("Y") will pay to X the absolute value of the negative Floating Amount, in addition to any amounts otherwise owed by Y to X, on the Payment Date such Floating Amount would have been payable if it had been a positive number. Any amounts paid by Y to X pursuant to this provision will be paid to such account as X may designate (unless Y gives timely notice

of a reasonable objection to such designation) in the currency in which that Floating Amount would have been paid if it had been a positive number (and without regard to the currency in which Y is otherwise obligated to make payments).

- (i) Limited Recourse. It is expressly understood and agreed by the parties hereto that (i) this Agreement and each Transaction entered into pursuant to this Agreement is entered into by BA Credit Card Trust (the "Trust") in the exercise of the powers and authority conferred and vested in it and not by the Transferor individually or as Beneficiary, (ii) the representations, undertakings and agreements herein made on the part of the Trust are made and intended not as personal representations, undertakings and agreements by the Beneficiary but are made and intended for the purpose of binding only the Trust, (iii) nothing herein contained shall be construed as creating any liability on the part of the Beneficiary, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties who are signatories to this Agreement and by any Persons claiming by, through or under such parties; provided, however, that the Beneficiary shall be liable in its individual capacity for its own willful misconduct or gross negligence and (iv) notwithstanding the proviso to clause (iii) above, under no circumstances shall the Beneficiary be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.
- (j) Condition Precedent. It shall be a condition precedent to the effectiveness of this Agreement that the Trust shall credit the Required Derivative Reserve Amount to the Derivative Reserve Account on the Issuance Date.
- (k) Notice to Note Rating Agencies. Provided that Party B has actual knowledge of such event, Party B shall provide prompt written notice to the Note Rating Agencies of any amendment to, or any transfer or assignment of, this Agreement.
- (l) USA PATRIOT Act Notice. Party A hereby notifies Party B that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), Party A is required to obtain, verify and record information that identifies Party B, which information includes the name and address of Party B and other information that will allow Party A to identify Party B in accordance with the Patriot Act.
- (m) Additional Acknowledgments and Agreements of the Parties.
- (i) Consent by Party A to Amendments to Certain Documents. Before any amendment or supplement is made to any Base Transaction Document (other than the execution of a series supplement or an amendment, supplement or modification of a series supplement that is not the Series 2001-D Supplement) or the Indenture (other than the execution of a terms document or an amendment, supplement or modification of a terms document that is not the Terms Document) which would materially and adversely affect any of Party A's rights or obligations under this Agreement, or materially and adversely modify, or materially impair

the ability of Party B to fully perform, any of Party B's obligations under this Agreement, Party B shall provide Party A with a copy of the proposed amendment or supplement and shall obtain the written consent of Party A (which consent shall not be unreasonably withheld) to such amendment or supplement prior to its adoption. For the avoidance of doubt, any Base Transaction Document and the Indenture may be amended, supplemented or otherwise modified in accordance with the terms thereof without the consent of Party A to cure any typographical error or ambiguity, provided that such actions shall not materially and adversely affect in any respects the interests of Party A.

- (n) Disclosure and Related Matters.
- (i) Derivative Counterparty Information: Name, Organizational Form, General Character of Business, Issued Ratings. The parties hereto acknowledge and agree that the statements set forth in Exhibit B hereto (the "Derivative Counterparty Information"), which shall be set forth under the heading "Transaction Parties- Derivative Counterparty" in the prospectus supplement, subject to completion, related to the Class A Notes, dated July 28, 2008 (the "Preliminary Prospectus Supplement"), and the prospectus supplement, related to the Class A Notes, dated July 29, 2008 (the "Final Prospectus Supplement" and, collectively with the Preliminary Prospectus Supplement, the "Prospectus Supplement") constitute the only information furnished to Party B, the Beneficiary or FIA by or on behalf of Party A for inclusion in the Prospectus Supplement as of the date thereof. Party A hereby represents and warrants that, as of the date of the Preliminary Prospectus Supplement, the Final Prospectus Supplement and this Agreement, the Derivative Counterparty Information is true and correct in all material respects and does not omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding anything to the contrary herein, Party A gives no assurance that any of the ratings described in the Derivative Counterparty Information will remain in effect for any given period of time or that such ratings will not be lowered or withdrawn.
- (ii) Additional Derivative Counterparty Information: Financial Information.
- (A) Aggregate Significance Percentage of 10%. If at any time, in the sole discretion of the Beneficiary, the "aggregate significance percentage" (as provided in Item 1115(b)(1) of Regulation AB (as defined in Part 4(k)) of the derivative instrument provided by Party A pursuant to this Agreement is 10% or more:
- (I) Additional 1115(b)(1) Information. Party A shall within five (5) Business

entities, if applicable) in either EDGAR-compatible format or through the incorporation by reference of such information from SEC filings under the Securities Exchange Act of 1934, as amended (such information, "Additional 1115(b)(1) Information" and, together with the Additional 1115(b)(2) Information (hereinbelow defined), "Additional Information").

(II) Alternatives to Provision of Financial Information. If Party A is unable to satisfy the Beneficiary and Party B as to its ability to provide such information, Party A shall, at its option, within ten (10) Business Days following request therefor:

- (1) Collateral. At the sole expense of Party A, without any expense or liability to the Beneficiary, Party B or the Indenture Trustee, promptly post collateral satisfactory to the Beneficiary and Party B in an amount sufficient to reduce the aggregate significance percentage to 8% or less, pursuant to a Credit Support Annex or similar agreement reasonably satisfactory to the Beneficiary, Party B and the Indenture Trustee, or
- (2) Substitution. At the sole expense of Party A, without any expense or liability to the Beneficiary, Party B or the Indenture Trustee, assign its rights and delegate its obligations under this Agreement to a substitute counterparty reasonably acceptable to the Beneficiary and Party B that enters into an agreement substantially similar in form to this Agreement, to the extent reasonably practicable.

(B) Aggregate Significance Percentage of 20%. If at any time, in the sole discretion of the Beneficiary, the "aggregate significance percentage" of the derivative instrument provided by Party A pursuant to this Agreement is 20% or more:

(I) Additional 1115(b)(2) Information. Party A shall within five (5) Business Days following request therefor demonstrate to the satisfaction of the Beneficiary and Party B that Party A is able to provide:

- (1) Financial Information. The financial information required under Item 1115(b)(2) of Regulation AB for Party A (or for the group of affiliated entities, if applicable) in either EDGAR-compatible format or through the incorporation by reference of such information from SEC filings under the Securities Exchange Act of 1934, as amended (such

information, "Additional 1115(b)(2) Information"), together with

(2) Auditor's Consents. Any necessary auditor's consent to filing or incorporation by reference of the Additional 1115(b)(2) Information.

(II) Alternatives to Provision of Financial Information. If Party A is unable to satisfy the Beneficiary and Party B as to its ability to provide such information and consents, Party A shall, at its option, within ten (10) Business Days following request therefor:

- (1) Collateral. At the sole expense of Party A, without any expense or liability to the Beneficiary, Party B or the Indenture Trustee, promptly post collateral satisfactory to the Beneficiary and Party A in an amount sufficient to reduce the aggregate significance percentage to 16% or less, pursuant to a Credit Support Annex or similar agreement reasonably satisfactory to the Beneficiary, Party B and the Indenture Trustee, or
- (2) Substitution. At the sole expense of Party A, without any expense or liability to the Beneficiary, Party B or the Indenture Trustee, assign its rights and delegate its obligations under this Agreement to a substitute counterparty reasonably acceptable to the Beneficiary and Party B that enters into an agreement substantially similar in form to this Agreement, to the extent reasonably practicable.

(iii) Indemnification by Party A. Party A hereby agrees to indemnify and hold harmless FIA, the Beneficiary, Party B and the Indenture Trustee, the respective present directors, officers, employees and agents of each of the foregoing and each person, if any, who controls FIA, the Beneficiary, Party B or the Indenture Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Act"), or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), from and against any and all losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees and expenses and related costs, judgments, and any other costs (including those in connection with investigation and defense), fees and expenses that any of them may sustain as and when such losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees or expenses or related costs, judgments, or any other costs, fees or expenses are incurred, insofar as such losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees or expenses or related costs, judgments, or any other costs, fees or expenses (or actions in respect thereof) arise out of or are based upon:

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- (A) any untrue statement or alleged untrue statement of any material fact contained in the Derivative Counterparty Information or the Additional Information, or any omission or an alleged omission to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and
- (B) any failure of Party A to provide the Additional Information or any required auditor's consents to the Beneficiary and Party B pursuant to Part 5(n) hereof.

Party A shall reimburse FIA, the Beneficiary, Party B and the Indenture Trustee, the present respective officers, directors, employees and agents of each of the foregoing and any such controlling person for any legal or other expenses reasonably incurred by it or any of them in connection with investigating or defending any such losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees or expenses or related costs, judgments, or any other costs, fees or expenses, as and when incurred.

(iv) Indemnification by FIA, the Beneficiary and Party B. FIA, the Beneficiary and Party B, jointly and severally, hereby agree to indemnify and hold harmless Party A, its present directors, officers, employees and agents and each person, if any, who controls Party A within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees and expenses and related costs, judgments, and any other costs (including those in connection with investigation and defense), fees and expenses that any of them may sustain as and when such losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees or expenses or related costs, judgments, or any other costs, fees or expenses are incurred, insofar as such losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees or expenses or related costs, judgments, or any other costs, fees or expenses (or actions in respect thereof) arise out of or are based upon, any untrue statement or alleged untrue statement of any material fact contained in the Prospectus Supplement and the prospectus, dated July 28, 2008, accompanying the Prospectus Supplement (other than the Derivative Counterparty Information and the Additional Information), or any omission or an alleged omission to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (other than omissions or alleged omissions related to the Derivative Counterparty Information or the Additional Information).

FIA, the Beneficiary and Party B, jointly and severally, shall reimburse Party A, its present officers, directors, employees and agents and any such controlling person for any legal or other expenses reasonably incurred by it or any of them in connection with investigating or defending any such losses, claims, liabilities, damages, penalties, fines, forfeitures, legal fees or expenses or related costs, judgments, or any other costs, fees or expenses, as and when incurred.

The parties executing this Schedule have executed the Master Agreement and have agreed as to the contents of this Schedule.

BANK OF AMERICA, N.A.

By: /s/ Victor R. Waingort
 Name: Victor R. Waingort
 Title: Vice President

BA CREDIT CARD TRUST
 By: BA Credit Card Funding, LLC,
 solely in its capacity as beneficiary and not in its
 individual capacity

By: /s/ Keith W. Landis
 Name: Keith W. Landis
 Title: Vice President

Acknowledged and Accepted solely with
 respect to Part 5(n) of this Schedule:

FIA CARD SERVICES,
 NATIONAL ASSOCIATION,
 as Servicer

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: Vice President

Acknowledged and Accepted solely with
respect to Part 5(n) of this Schedule:

BA CREDIT CARD FUNDING, LLC,
as Beneficiary

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: Vice President

EXHIBIT A to Schedule

Date: August 5, 2008
To: BA Credit Card Trust
From: Bank of America, N.A.
Subject: Swap Transaction

The purpose of this communication is to set forth the terms and conditions of the swap transaction entered into on the Trade Date referred to below (the "Swap Transaction"), between the BA CREDIT CARD TRUST ("Party B") and BANK OF AMERICA, N.A. ("Party A"), but only relates to the BAseries 4.07% Class A(2008-9) Notes (the "Class A Notes") issued pursuant to the Second Amended and Restated Indenture dated as of October 20, 2006 (as amended or otherwise modified from time to time, the "Base Indenture") as supplemented by the Amended and Restated BAseries Indenture Supplement dated as of June 10, 2006 (as amended or otherwise modified from time to time, the "Indenture Supplement") and as further supplemented by the Class A(2008-9) Terms Document dated as of August 5, 2008 (as amended or otherwise modified from time to time, the "Terms Document"). This communication constitutes a "Confirmation" as referred to in the Master Agreement specified below.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of August 5, 2008 between Party A and Party B (as amended or otherwise modified from time to time, the "Master Agreement"). All provisions contained in, or incorporated by reference to, such Master Agreement shall govern this Confirmation except as expressly modified below.

This Confirmation and the Schedule to the Master Agreement (as amended or otherwise modified from time to time, the "Schedule") each incorporate the definitions and provisions contained in (i) the 2000 ISDA Definitions (as amended and supplemented through August 5, 2008) (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), without regard to any amendment or supplement to the Definitions subsequent to the date hereof, and (ii) the Terms Document, the Indenture Supplement and the Base Indenture. In the event of any inconsistency between the definitions in the Terms Document and any of the Indenture Supplement, the Base Indenture, the Definitions, the Schedule or this Confirmation, the definitions in the Terms Document will govern; in the event of any inconsistency between the definitions in the Indenture Supplement and any of the Base Indenture, the Definitions, the Schedule or this Confirmation, the definitions in the Indenture Supplement will govern; in the event of any inconsistency between the definitions in the Base Indenture and any of the Definitions, the Schedule or this Confirmation, the definitions in the Base Indenture will govern; in the event of any inconsistency between this Confirmation and either the Schedule or the Definitions, this Confirmation will govern; and in the event of any inconsistency between the Schedule and the Definitions, the Schedule will govern.

The Master Agreement will govern only the Swap Transaction evidenced by the Schedule and this Confirmation.

The terms of this particular Swap Transaction to which this Confirmation relates are as follows:

| | |
|-------------------|---|
| Trade Date: | July 29, 2008 |
| Effective Date: | August 5, 2008 |
| Termination Date: | February 16, 2010 with respect to Fixed Amounts and |

February 16, 2010 with respect to Floating Amounts; provided, however, that in the event of an Early Redemption Event described in Section 1201(c) of the Base Indenture or an Event of Default and acceleration under the Base Indenture with respect to the Class A Notes, the Termination Date will be the earlier of (i) the date on which the Notional Amount is zero and (ii) February 16, 2010 with respect to Fixed Amounts and February 16, 2010 with respect to Floating Amounts.

Fixed Amounts:

Fixed Rate Payer:

Fixed Rate:

Fixed Amount for Initial Fixed Rate Payer
Payment Date:

Fixed Amount:

Party A

4.07%

\$4,522,222.22

For each Fixed Rate Payer Payment Date other than the initial Fixed Rate Payer Payment Date, an amount calculated on a formula basis for that Fixed Rate Payer Payment Date as follows:

$$\text{Fixed} = \frac{\text{Notional} \times \text{Fixed}}{\text{Amount} \quad \text{Rate}} \\ 12$$

Fixed Rate Notional Amount:

For the initial Fixed Rate Payer Payment Date, \$1,000,000,000 (the Initial Dollar Principal Amount of the Class A Notes), and for each Fixed Rate Payer Payment Date thereafter the Outstanding Dollar Principal Amount of the Class A Notes as of the Record Date immediately preceding such Fixed Rate Payer Payment Date

Fixed Rate Payer Payment Dates:

The Business Day immediately prior to each Interest Payment Date.

Floating Amounts:

Floating Rate Payer:

Calculation Periods:

Party B.

For the initial Floating Rate Payer Payment Date, the period from and including the Effective Date through the day preceding the first Interest Payment Date; and for each Floating Rate Payer Payment Date thereafter, each Calculation Period will be the period from and including the previous Interest Payment Date through the day preceding the current Interest Payment Date.

Floating Rate Payer Payment Dates:

The Business Day immediately prior to each Interest Payment Date.

Floating Rate Option:

USD-LIBOR-BBA; provided, however, that the last sentence of the definition of "USD-LIBOR-Reference Banks" is hereby amended to replace the penultimate use of "that Reset Date" with "the day that is two London Banking Days preceding that Reset Date."

Reset Dates:

Means, with respect to the initial Floating Rate Payer Payment Date, the Effective Date, and with respect to each Floating Rate Payer Payment Date after the initial Floating Rate Payer Payment Date, the first day of the related Calculation Period for such Floating Rate Payer Payment Date.

Designated Maturity:

Three month.

Floating Rate Spread:

The amount specified in Exhibit 1 to this Confirmation.

Floating Amount for Initial Floating Rate Payer Payment Date:

The amount specified in Exhibit 1 to this Confirmation.

Floating Rate Notional Amount:

For the initial Floating Rate Payer Payment Date, \$1,000,000,000 (the Initial Dollar Principal Amount of the Class A Notes), and for each Floating Rate Payer Payment Date thereafter the Outstanding Dollar Principal Amount of the Class A Notes as of the Record Date immediately preceding such Floating Rate Payer Payment Date.

Floating Rate Day Count Fraction:

Actual/360.

Compounding:

Not Applicable.

| | |
|--------------------------|--|
| Calculation Agent: | Indenture Trustee. |
| Business Days: | New York, New York and Newark, Delaware. |
| Interest Payment Dates: | The fifteenth day of each month commencing September 15, 2008, or if such fifteenth day is not a Business Day, the next succeeding Business Day. |
| Credit Support Document: | Not applicable. |
| Other Provisions: | If at any time during the Term of the Swap Transaction (i) Party A's short-term credit rating (or the then equivalent rating) from S&P is below A-1, or is withdrawn by S&P, or (ii) in the case of a replacement counterparty for Party A, if Party A does not have a short-term credit rating from S&P, Party A's long-term credit rating (or the then equivalent rating) from S&P is below A+, or is withdrawn by S&P, Party A shall, within thirty days of such rating or withdrawal, fund the interest reserve account established and maintained as described in the Terms Document (the "Interest Reserve Account") in an amount equal to one-twelfth of the product of (a) the Fixed Rate, and (b) the Outstanding Dollar Principal Amount of the Class A Notes on the Record Date preceding such rating or withdrawal for reinvestment in accordance with the Terms Document; provided, however, that the failure of Party A to adequately fund the Interest Reserve Account within thirty days of such rating or withdrawal shall not constitute an Event of Default pursuant to the provisions of subsection 5(a) or a Termination Event pursuant to the provisions of subsection 5(b). Party A shall treat the amount on deposit in the Interest Reserve Account as its money for tax purposes. After the funding of the Interest Reserve Account, in the event there shall occur an Early Termination Date as a result of an Event of Default with respect to Party A as the Defaulting Party or a Termination Event with respect to Party A as the Affected Party, the funds then contained in the Interest Reserve Account will be treated as BAseries Available Funds to the extent provided in the Terms Document and the Indenture Supplement. Upon termination of the Interest Reserve Account as |

provided in the Terms Document after payment of all amounts owing to the holders of the Class A Notes that are payable from such account, Party B will instruct the Indenture Trustee to release all amounts on deposit therein to Party A.

If Party B notifies Party A that netting of payments will not apply to any of the Transactions pursuant to Part 4(i) of the Schedule, each payment obligation of Party B under Section 2(a)(i) of the Master Agreement in respect of this Swap Transaction shall be subject to the condition precedent that in respect of each such payment obligation each amount payable by Party A with respect to this Swap Transaction shall be paid by Party A by 12:00 noon, New York City time, on the relevant Fixed Rate Payer Payment Date.

| | |
|---|---|
| London Banking Day: | Banking Days in New York, New York and London, England. |
| Governing Law: | As specified in the Schedule. |
| Offices: | Party A is a Multibranch Party. Party B is not a Multibranch Party. |
| Payment Instructions for Party A USD: | Bank of America, New York ABA# 026-009-593 For: Bank of America Charlotte Global Derivative Settlements Account # 6550219386 |
| Payment Instructions for Party B in USD: | The Bank of New York Mellon; New York, NY ABA# 021-000-018 GLA# 111-565 For Further Credit to: TAS A/C# 054640 Reference: BA Credit Card Trust Collection Account - BAseries Class A(2008-9) |

Please confirm that the foregoing correctly sets forth the terms of our agreement with respect to the Swap Transaction by signing in the space provided below and sending a copy of the executed Confirmation to us.

It has been a pleasure working with you on this transaction and we look forward to working with you again in the future.

Very truly yours,
BANK OF AMERICA, N.A.

By: Victor R. Waingort
Name: Victor R. Waingort
Title: Vice President

Agreed and Accepted by:

BA CREDIT CARD TRUST

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

By: /s/ Keith W. Landis
Name: Keith W. Landis
Title: Vice President

EXHIBIT 1 to Confirmation

[Floating Rate Spread Letter]

EXHIBIT B to Schedule

Bank of America, N.A. (referred to as the derivative counterparty) is a national banking association organized under the laws of the United States, with its principal executive offices located in Charlotte, North Carolina. The derivative counterparty is a wholly-owned indirect subsidiary of Bank of America Corporation (the "Corporation") and is engaged in a general consumer banking, commercial banking and trust business, offering a wide range of commercial, corporate, international, financial market, retail and fiduciary banking services. As of March 31, 2008, the derivative counterparty had consolidated assets of \$1,355 billion, consolidated deposits of \$793 billion and stockholder's equity of \$111 billion based on regulatory accounting principles.

The Corporation is a bank holding company and a financial holding company, with its principal executive offices located in Charlotte, North Carolina. Additional information regarding the Corporation is set forth in its Annual Report on Form 10-K for the fiscal year ended December 31, 2007, together with any subsequent documents it filed with the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Additional information regarding the foregoing is available from the filings made by the Corporation with the SEC, which filings can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549, United States, at prescribed rates. In addition, the SEC maintains a website at <http://www.sec.gov>, which contains reports, proxy statements and other information regarding registrants that file such information electronically with the SEC.

The information concerning the Corporation and the derivative counterparty contained herein is furnished solely to provide limited introductory information and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced herein.

Moody's currently rates the derivative counterparty's long-term debt as "Aaa" and short-term debt as "P-1." The outlook is stable. Standard & Poor's currently rates the derivative counterparty's long-term debt as "AA+" and its short-term debt as "A-1+." The outlook is negative. Fitch currently rates long-term debt of the derivative counterparty as "AA-" and short-term debt as "F1+." The outlook is stable. Further information with respect to such ratings may be obtained from Moody's, Standard & Poor's and Fitch, respectively. No assurances can be given that the current ratings of the derivative counterparty's instruments will be maintained.

The derivative counterparty will provide copies of the most recent Bank of America Corporation Annual Report on Form 10-K, any subsequent reports on Form 10-Q, and any required reports on Form 8-K (in each case as filed with the SEC pursuant to the Exchange Act), and the publicly available portions of the most recent quarterly Call Report of the derivative counterparty delivered to the Comptroller of the Currency, without

charge, to each person to whom this document is delivered, on the written request of such person. Written requests should be directed to:

Bank of America Corporate Communications
100 North Tryon Street, 18th Floor
Charlotte, North Carolina 28255
Attention: Corporate Communication

The delivery of this prospectus supplement by the issuing entity shall not create any implication that there has been no change in the affairs of the Corporation or the derivative counterparty since the date hereof, or that the information with respect to the Corporation or the derivative counterparty contained or referred to herein is correct as of any time subsequent to the dates referred to herein.