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)
June 11, 2020

World Financial Network Credit Card Master Note Trust

(Exact Name of Issuing Entity as Specified in its Charter)

Commission File Numbers of Issuing Entity: 333-189182-01, 333-208463 and 333-230197-02
Central Index Key Number of Issuing Entity: 0001282663

World Financial Network Credit Card Master Trust

(Exact Name of Issuer of Collateral Certificate as Specified in its Charter)

Commission File Numbers of Issuer of the Collateral Certificate: 333-189182-02, 333-208463-02 and 333-230197-01
Central Index Key Number of Issuer of the Collateral Certificate: 0001140096

WFN Credit Company, LLC

(Exact Name of Depositor/Registrant as Specified in its Charter)

Commission File Numbers of Depositor: 333-189182, 333-208463-01 and 333-230197
Central Index Key Number of Depositor: 0001139552

Comenity Bank

(Exact Name of Sponsor as Specified in its Charter)

Central Index Key Number of Sponsor: 0001007254

Delaware
(State or Other Jurisdiction of Incorporation of Issuing Entity and Registrant)

31-1772814
(I.R.S. Employer Identification No. of Registrant)

3075 Loyalty Circle, Columbus, Ohio	**43219**
(Address of Principal Executive Offices of Registrant)	*(Zip Code)*

(614) 729-5044
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former 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:
[ ] Written communications 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))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

Item 1.01. Entry into a Material Definitive Agreement

On June 11, 2020, World Financial Network Credit Card Master Note Trust, as issuer (the "Issuer" and, together with World Financial Network Credit Card Master Trust, "Trust I"), and MUFG Union Bank, N.A., as indenture trustee (the "Indenture Trustee"), entered into the Supplemental Indenture No. 7 to Master Indenture, a copy of which is filed with this Form 8-K as Exhibit 4.1, pursuant to which the Issuer and Indenture Trustee amended certain provisions of the Master Indenture, dated as of August 1, 2001, among the Issuer and the Indenture Trustee to (i) provide that certain collections of principal receivables otherwise distributable to WFN Credit Company, LLC ("WFN Credit"), as transferor (the "Transferor"), be deposited into the excess funding account for Trust I (the "Excess Funding Account") if needed to satisfy the requirement that the aggregate amount of principal receivables plus amounts on deposit in the Excess Funding Account equal or exceed the required principal balance for Trust I (such requirement, the "RPB Requirement"), (ii) allow principal collections in the collection account for Trust I (the "Collection Account") to be included in the determination of the transferor amount for Trust I (the "Transferor Amount") and (iii) provide for the transfer to Trust I of interchange fees in connection with any future designation to Trust I of co-branded or general purpose credit card accounts.

On June 11, 2020, the Transferor, Comenity Bank ("Comenity"), as servicer (the "Servicer"), and MUFG Union Bank, N.A., as trustee (the "Trustee"), entered into the Eleventh Amendment to Second Amended and Restated Pooling and Servicing Agreement, a copy of which is filed with this Form 8-K as Exhibit 4.2, pursuant to which the Transferor, the Servicer and the Trustee amended certain provisions of the Second Amended and Restated Pooling and Servicing Agreement, dated as of August 1, 2001, among the Transferor, the Servicer and the Trustee to (i) provide that certain collections of principal receivables otherwise distributable to the Transferor be deposited into the Excess Funding Account if needed to satisfy the RPB Requirement, (ii) allow principal collections in the Collection Account to be included in the determination of the Transferor Amount and (iii) provide for the transfer to Trust I of interchange fees in connection with any future designation to Trust I of co-branded or general purpose credit card accounts.

On June 11, 2020, Comenity, as RPA Seller (the "RPA Seller"), and WFN Credit, as purchaser (the "Purchaser"), entered into the Fourth Amendment to the Receivables Purchase Agreement, a copy of which is filed with this Form 8-K as Exhibit 4.3, pursuant to which the RPA Seller and the Purchaser amended certain provisions of the Receivables Purchase Agreement, dated as of August 1, 2001, among the RPA Seller and the Purchaser to provide for the transfer to the Purchaser of interchange fees in connection with any future designation to Trust I of co-branded or general purpose credit card accounts.

On June 11, 2020, the Issuer and the Indenture Trustee entered into the Omnibus Amendment to the indenture supplements for the Series 2015-B Notes, the Series 2016-A Notes, the Series 2017-C Notes, the Series 2018-A Notes, the Series 2018-B Notes, the Series 2018-C Notes, the Series 2019-A Notes, the Series 2019-B Notes and the Series 2019-C Notes (collectively, the "Outstanding Series") issued by the Issuer (collectively, the "Indenture Supplements"), a copy of which is filed with this Form 8-K as Exhibit 4.4, pursuant to which the Issuer and Indenture Trustee amended certain provisions of the Indenture Supplements pursuant to which such Notes were issued to (i) provide that certain collections of principal receivables otherwise distributable to the Transferor be deposited into the Excess Funding Account if needed to satisfy the RPB Requirement and (ii) provide for the allocation among the Outstanding Series and the Transferor of interchange fees transferred to Trust I in connection with any future designation to Trust I of co-branded or general purpose credit card accounts.

Item 9.01. Financial Statements and Exhibits.

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits.

Exhibit No.	**Document Description**
Exhibit 4.1	Supplemental Indenture No. 7 to Master Indenture, dated as of June 11, 2020
Exhibit 4.2	Eleventh Amendment to Second Amended and Restated Pooling and Servicing Agreement, dated as of June 11, 2020
Exhibit 4.3	Fourth Amendment to Receivables Purchase Agreement, dated as of June 11, 2020
Exhibit 4.4	Omnibus Amendment, dated as of June 11, 2020

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.

WFN CREDIT COMPANY, LLC as depositor

By: /s/ Michael Blackham
Name: Michael Blackham
Title: Treasurer

Dated: June 16, 2020

SUPPLEMENTAL INDENTURE NO. 7 TO MASTER INDENTURE

This SUPPLEMENTAL INDENTURE NO. 7 TO MASTER INDENTURE, dated as of June 11, 2020 (this "Supplemental Indenture"), is made between the World Financial Network Credit Card Master Note Trust, as Issuer (the "Issuer"), and MUFG Union Bank, N.A. (formerly known as Union Bank, N.A.), as successor in interest to The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as Indenture Trustee (the "Indenture Trustee"), to the Master Indenture, dated as of August 1, 2001, between the Issuer and the Indenture Trustee (as amended by the Omnibus Amendment, dated as of March 31, 2003, as further amended by the Supplemental Indenture No. 1 to Master Indenture, dated as of August 13, 2003, as further amended by the Supplemental Indenture No. 2 to Master Indenture, dated as of June 13, 2007, as further amended by the Supplemental Indenture No. 3 to Master Indenture, dated as of May 27, 2008, as further amended by the Supplemental Indenture No. 4 to Master Indenture, dated as of June 28, 2010, as further amended by the Supplemental Indenture No. 5 to Master Indenture, dated as of February 20, 2013, as further amended by the Supplemental Indenture No. 6 to Master Indenture, dated as of July 6, 2016, and as supplemented by the Agreement of Resignation, Appointment and Acceptance, dated as of May 27, 2008, and the Agreement of Resignation, Appointment and Acceptance, dated as of June 26, 2012, the "Master Indenture"). Capitalized terms used and not otherwise defined in this Supplemental Indenture are used as defined in the Master Indenture.

WHEREAS, the Issuer and the Indenture Trustee desire to amend the Master Indenture pursuant to Section 10.1 of the Master Indenture in certain respects as set forth below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION 1. Amendments to the Master Indenture.

(a) Section 2.11(d) of the Master Indenture is hereby amended and restated in its entirety as follows:

(d) Issuer may direct Indenture Trustee in writing to deposit the net proceeds from any New Issuance in the Excess Funding Account. Issuer may also specify that on any Transfer Date the proceeds from the sale of any new Series may be withdrawn from the Excess Funding Account and treated as Shared Principal Collections. On any Business Day, the Transferor may direct the Servicer to withdraw funds on deposit in the Excess Funding Account in an amount not to exceed the lesser of (i) the amount by which the Transferor Amount exceeds the Specified Transferor Amount on such day and (ii) the amount by which the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account exceeds the Required Principal Balance on such day, and pay such funds to the Transferor.

(b) Section 8.4 of the Master Indenture is hereby amended by inserting in clause (c) the phrase "or the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is less than the Required Principal Balance" immediately following the phrase "Specified Transferor Amount" where it appears therein.

(c) Section 8.5 of the Master Indenture is hereby amended and restated in its entirety as follows:

Section 8.5 Shared Principal Collections. From and after Certificate Trust Termination Date, on each Business Day, Shared Principal Collections may, at the option of Transferor, be applied (or held in the Collection Account for later application) as principal with respect to any Variable Interest or, so long as either no Series is in an Amortization Period or no Series that is in an Amortization Period will have a Principal Shortfall on the related Transfer Date (assuming no Early Amortization Event occurs), withdrawn from the Collection Account and paid to Transferor; and on each Transfer Date, (a) Servicer shall allocate Shared Principal Collections not previously so applied or paid to each applicable Principal Sharing Series, pro rata, in proportion to the Principal Shortfalls, if any, with respect to each such Series, and any remainder may, at the option of Transferor, be applied as principal with respect to any Variable Interest and (b) Servicer shall withdraw from the Collection Account and pay to Transferor any amounts representing Shared Principal Collections remaining after the allocations and applications referred to in *clause (a)*; *provided* that, if, on any day the Transferor Amount (determined after giving effect to any transfer of Principal Receivables to the Trust on such day), is less than or equal to the Specified Transferor Amount, Servicer shall not distribute to Transferor any Shared Principal Collections that otherwise would be distributed to Transferor, but shall deposit such funds in the Excess Funding Account to the extent required so that the Transferor Amount equals the Specified Transferor Amount, *provided further* that, if on any day the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is less than the Required Principal Balance, Servicer shall, at the direction of Transferor, deposit any Shared Principal Collections that otherwise would be distributed to Transferor in the Excess Funding Account to the extent required so that the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account equals the Required Principal Balance. Notwithstanding the foregoing, during any Amortization Period for any Series (other than a Variable Interest), Transferor may not apply Shared Principal Collections as principal with respect to any Variable Interest, unless such application of principal is made on any Transfer Date or related Distribution Date after the application of Shared Principal Collections pursuant to the various Indenture Supplements.

(d) The definition of "Account" set forth in Annex A to the Master Indenture is hereby amended by inserting as the last sentence thereof the following:

"The term "Account" excludes any Transferred Account that is previously associated with a private label credit card account if the Transferred Account is a general purpose credit card account (including any co-branded account with a general purpose charging feature), unless the related co-branded program or general purpose credit card portfolio is an Approved Portfolio."

(e) The definition of "Collections" set forth in Annex A to the Master Indenture is hereby amended by inserting as the last sentence thereof the following:

"Collections shall include the amount of Interchange (if any) allocable to the Accounts in accordance with Section 5.1(l) of the Receivables Purchase Agreement."

(f) The definition of "Finance Charge Receivables" set forth in Annex A to the Master Indenture is hereby amended by inserting as the last sentence thereof the following:

"The amount of Interchange (if any) allocable to any Series shall be treated as Collections of Finance Charge Receivables with respect to such Series."

(g) The definition of "Transferor Amount" set forth in Annex A to the Master Indenture is hereby amended and restated in its entirety as follows:

"Transferor Amount" means, on any date of determination, the result of (a) the aggregate amount of Principal Receivables on such day, plus the principal amount on deposit in the Excess Funding Account on such day, minus (b) the sum of the Collateral Amounts with respect to all Series then outstanding plus (c) the principal amount on deposit in the Principal Accounts (as defined in the various Indenture Supplements) for each Series and Shared Principal Collections retained in the Collection Account pursuant to Section 8.5, in each case to the extent not deducted in calculating the Collateral Amount for the related Series.

(h) Annex A to the Master Indenture shall be amended by inserting the following definition therein in appropriate alphabetical order:

"Interchange" means interchange fees payable to RPA Seller, in its capacity as credit card issuer, through VISA USA, Inc. and MasterCard International Incorporated and any other payment card network.

SECTION 2. Conditions to Effectiveness. This Supplemental Indenture shall become effective, as of the date hereof (the "Effective Date"), upon (i) receipt by each of the parties hereto of counterparts duly executed and delivered by each of the parties hereto and (ii) satisfaction of each of the conditions precedent described in Section 10.1(b) of the Master Indenture, and thereafter shall be binding on the parties hereto and their respective successors and assigns.

SECTION 3. Effect of Amendment; Ratification. (a) On and after the Effective Date, this Supplemental Indenture shall be a part of the Master Indenture and each reference in the Master Indenture to "this Agreement" or "hereof", "hereunder" or words of like import, and each reference in any other Transaction Document to the Master Indenture shall mean and be a reference to the Master Indenture as amended hereby.

(b) Except as expressly amended hereby, the Master Indenture shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

SECTION 4. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS. EACH OF THE PARTIES TO THIS SUPPLEMENTAL INDENTURE HEREBY AGREES TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURT HAVING JURISDICTION TO REVIEW THE JUDGMENTS THEREOF. EACH OF THE PARTIES HEREBY WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS* AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

SECTION 5. Section Headings. Headings used herein are for convenience of reference only and shall not affect the meaning of this Supplemental Indenture.

SECTION 6. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Supplemental Indenture by signing any such counterpart. Delivery by facsimile or electronic transmission of an executed signature page of this Supplemental Indenture shall be effective as delivery of an executed counterpart hereof. Each party agrees that this Supplemental Indenture may be electronically signed, and that any electronic signatures appearing on this Supplemental Indenture are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 7. Trustee Disclaimer. The Indenture Trustee shall not be responsible for the validity or sufficiency of this amendment, nor for the recitals contained herein.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be executed by their respective officers thereunto duly authorized, as of the date first above written.

MUFG UNION BANK, N.A., as Indenture Trustee

By: /s/ D. Amedeo Morreale
Name: D. Amedeo Morreale
Title: Vice President

WORLD FINANCIAL NETWORK CREDIT CARD MASTER NOTE TRUST, as Issuer

By: U.S. Bank Trust National Association, not in
its individual capacity, but solely as Owner
Trustee on behalf of Issuer

By: /s/ Mirtza J. Escobar
Name: Mirtza J. Escobar
Title: Vice President

ELEVENTH AMENDMENT TO
SECOND AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT

This ELEVENTH AMENDMENT TO SECOND AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT, dated as of June 11, 2020 (this "*Amendment*") is made among Comenity Bank (formerly known as World Financial Network Bank), a Delaware state chartered bank, as Servicer (the "*Servicer*"), WFN Credit Company, LLC, a Delaware limited liability company, as Transferor (the "*Transferor*"), and MUFG Union Bank, N.A. (successor to The Bank of New York Mellon Trust Company, N.A. ("*BNYM*"), formerly known as The Bank of New York Trust Company, N.A., successor to BNY Midwest Trust Company), a national banking association, as Trustee (the "*Trustee*") of World Financial Network Credit Card Master Trust, to the Second Amended and Restated Pooling and Servicing Agreement, dated as of August 1, 2001, among the Servicer, the Transferor and the Trustee (as amended, the "*Pooling Agreement*"). Capitalized terms used and not otherwise defined in this Amendment are used as defined in the Pooling Agreement.

WHEREAS, the parties hereto are party to the Pooling Agreement and desire to amend the Pooling Agreement in certain respects as set forth herein; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION 1. *Amendments to the Pooling Agreement*.

(a) The definition of "Account" set forth in Section 1.1 of the Pooling Agreement is hereby amended by inserting as the last sentence thereof the following:

> "The term "Account" excludes any Transferred Account that is previously associated with a private label credit card account if the Transferred Account is a general purpose credit card account (including any co-branded account with a general purpose charging feature), unless the related co-branded program or general purpose credit card portfolio is an Approved Portfolio."

(b) The definition of "Collections" set forth in Section 1.1 of the Pooling Agreement is hereby amended by inserting as the last sentence thereof the following:

> "Collections shall include the amount of Interchange (if any) allocable to the Accounts in accordance with Section 5.1(l) of the Receivables Purchase Agreement."

(c) The definition of "Finance Charge Receivables" set forth in Section 1.1 of the Pooling Agreement is hereby amended by inserting as the last sentence thereof the following:

"The amount of Interchange (if any) allocable to any Series shall be treated as Collections of Finance Charge Receivables with respect to such Series."

(d) The definition of "Transferor Amount" set forth in Section 1.1 of the Pooling Agreement is hereby amended and restated in its entirety as follows:

"*Transferor Amount*" means, on any date of determination, the result of (a) the aggregate amount of Principal Receivables on such day, plus the principal amount on deposit in the Excess Funding Account on such day, minus (b) the sum of the Invested Amounts (or, as to any Series that has an Adjusted Invested Amount, the Adjusted Invested Amount) with respect to all Series (but not of any Supplemental Interests) then outstanding (and of any purchased interest sold pursuant to *Section 6.3(b)*), plus (c) the principal amount on deposit in the Principal Accounts (as defined in the various Supplements) for each Series and Shared Principal Collections retained in the Collection Account pursuant to *Section 4.4*, in each case to the extent not deducted in calculating an Adjusted Invested Amount for the related Series.

(e) Section 1.1 of the Pooling Agreement is hereby amended by inserting the following definition therein in appropriate alphabetical order:

"*Interchange*" means interchange fees payable to RPA Seller, in its capacity as credit card issuer, through VISA USA, Inc. and MasterCard International Incorporated and any other payment card network.

(f) Section 2.1 of the Pooling Agreement is hereby amended by amending and restating clause (i) of subsection (a) thereof in its entirety as follows:

"(i) the Receivables existing at the close of business on the Trust Cut Off Date and thereafter arising from time to time in the Initial Accounts and the Receivables existing on each applicable Addition Date and thereafter arising from time to time in the Accounts in the Restatement Date Portfolios identified in the Account Schedule delivered on August 20, 2001 and the Automatic Additional Accounts, all Recoveries allocable to the Trust as provided herein, all moneys due or to become due and all Collections and other amounts received with respect to, and proceeds of, any of the foregoing,"

(g) Section 4.2 of the Pooling Agreement is hereby amended by amending and restating the first sentence of the last paragraph thereof as follows:

"On any Business Day, the Transferor may direct the Servicer to withdraw funds on deposit in the Excess Funding Account in an amount not to exceed the lesser of (i) the amount by which the Transferor Amount exceeds the Specified Transferor Amount on such day and (ii) the amount by which the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account exceeds the Required Principal Balance on such day, and pay such funds to the Transferor."

(h) Section 4.3 of the Pooling Agreement is hereby amended by inserting in clause (c) the phrase "or the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is less than the Required Principal Balance" immediately following the phrase "Specified Transferor Amount" where it appears therein.

(i) Section 4.4 of the Pooling Agreement is hereby amended and restated in its entirety as follows:

SECTION 4.4. *Shared Principal Collections*. On each Business Day, Shared Principal Collections may, at the option of Transferor, be applied (or held in the Collection Account for later application) as principal with respect to any Variable Interest or, so long as either no Series is in an Amortization Period or no Series that is in an Amortization Period will have a Principal Shortfall on the related Transfer Date (assuming no Early Amortization Event occurs), withdrawn from the Collection Account and paid to Transferor; and on each Transfer Date, (a) Servicer shall allocate Shared Principal Collections not previously so applied or paid to each applicable Principal Sharing Series, pro rata, in proportion to the Principal Shortfalls, if any, with respect to each such Series, and any remainder may, at the option of Transferor, be applied as principal with respect to any Variable Interest and (b) Servicer shall withdraw from the Collection Account and pay to Transferor any amounts representing Shared Principal Collections remaining after the allocations and applications referred to in *clause (a)*; *provided* that, if, on any day the Transferor Amount (determined after giving effect to any transfer of Principal Receivables to the Trust on such day), is less than or equal to the Specified Transferor Amount, Servicer shall not distribute to Transferor any Shared Principal Collections that otherwise would be distributed to Transferor, but shall deposit such funds in the Excess Funding Account to the extent required so that the Transferor Amount equals the Specified Transferor Amount, *provided further* that, if on any day the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is less than the Required Principal Balance, Servicer shall, at the direction of Transferor, deposit any Shared Principal Collections that otherwise would be distributed to Transferor in the Excess Funding Account to the extent required so that the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account equals the Required Principal Balance. Notwithstanding the foregoing, during any Amortization Period for any Series (other than a Variable Interest), Transferor may not apply Shared Principal Collections as principal with respect to any Variable Interest, unless such application of principal is made on any Transfer Date or related Distribution Date after the application of Shared Principal Collections pursuant to the various Supplements.

SECTION 2. Conditions to Effectiveness. This Amendment shall become effective on the date (the "Effective Date") upon which (i) each of the parties hereto receive counterparts of this Amendment, duly executed and delivered by each of the parties hereto and (ii) each of the conditions precedent described in Section 13.1(a) of the Pooling Agreement are satisfied.

SECTION 3. Effect of Amendment; Ratification. (a) On and after the Effective Date, this Amendment shall be a part of the Pooling Agreement and each reference in the Pooling Agreement to "this Agreement" or "hereof," "hereunder" or words of like import, and each reference in any other Transaction Document to the Pooling Agreement shall mean and be a reference to the Pooling Agreement as amended hereby.

(b) Except as expressly amended hereby, the Pooling Agreement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

SECTION 4. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS.

SECTION 5. Section Headings. Headings used herein are for convenience of reference only and shall not affect the meaning of this Amendment.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery by facsimile or electronic transmission of an executed signature page of this Amendment shall be effective as delivery of an executed counterpart hereof. Each party agrees that this Amendment may be electronically signed, and that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 7. Trustee Disclaimer. Trustee shall not be responsible for the validity or sufficiency of this amendment, nor for the recitals contained herein.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WFN CREDIT COMPANY, LLC

By: /s/ Michael Blackham
Name: Michael Blackham
Title: Treasurer

MUFG UNION BANK, N.A., as Trustee

By: /s/ D. Amedeo Morreale
Name: D. Amedeo Morreale
Title: Vice President

COMENITY BANK

By: /s/ Gregory Opincar
Name: Gregory Opincar
Title: Chief Financial Officer

FOURTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT

This FOURTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT, dated as of June 11, 2020 (this "*Amendment*"), is made between Comenity Bank (successor to World Financial Network Bank (formerly known as World Financial Network National Bank)), a Delaware state chartered bank ("*Comenity Bank*"), as RPA Seller (the "*RPA Seller*"), and WFN Credit Company, LLC ("*WFN Credit*"), as Purchaser (the "*Purchaser*"), to the Receivables Purchase Agreement, dated as of August 1, 2001, between the RPA Seller and the Purchaser (as amended, the "*Receivables Purchase Agreement*"). Capitalized terms used and not otherwise defined in this Amendment are used as defined in the Receivables Purchase Agreement.

WHEREAS, the parties hereto desire to amend the Receivables Purchase Agreement in certain respects as set forth herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION 1. Amendments to Receivables Purchase Agreement.

(a) Section 2.1(b) of the Receivables Purchase Agreement is hereby amended and restated in its entirety as follows:

> (b) RPA Seller hereby transfers, assigns, sets over and otherwise conveys to Purchaser without recourse (except as expressly provided herein), and Purchaser purchases and/or accepts as a capital contribution, as applicable, from RPA Seller, all of RPA Seller's right, title and interest in and to the Receivables now existing and arising from time to time in the Accounts and Related Assets with respect thereto (other than the Existing Assets), including Interchange allocated to the Accounts in accordance with Section 5.1(l) from time to time; provided, however, that Principal Receivables originated after the occurrence of an Insolvency Event with respect to RPA Seller shall not be conveyed hereunder.

(b) Section 5.1 of the Receivables Purchase Agreement is hereby amended by inserting the following new subsection (l) immediately following subsection (k) thereof:

> (l) Interchange.
>
> (i) On or prior to each Determination Date, RPA Seller shall notify the Servicer of the amount of Interchange attributable to the Accounts for the related Monthly Period, which amount shall be equal to the product of:
>
> (A) The total amount of Interchange paid to RPA Seller during the preceding Monthly Period; and

(B) A fraction the numerator of which is the volume during the preceding Monthly Period of sales net of cash advances with respect to all Accounts that are general purpose accounts (including any co-branded accounts with a general purpose charging feature) and the denominator of which is the amount of sales net of cash advances during such Monthly Period with respect to all such accounts owned by RPA Seller in Approved Portfolios;

or such other amount as RPA Seller may reasonably calculate or estimate as Interchange attributable to the Accounts; *provided* that the amount of Interchange determined pursuant to this clause (i) shall exclude Interchange with respect to Receivables reassigned to the RPA Seller pursuant to Sections 6.1 or 6.2.

(ii) On each Transfer Date, RPA Seller shall pay to the Servicer the amount of Interchange determined pursuant to clause (i) above and such amount shall be treated as Collections of Finance Charge Receivables for the related Monthly Period.

SECTION 2. Conditions to Effectiveness. This Amendment shall become effective on the date (the "*Effective Date*") upon which (i) each of the parties hereto receive counterparts of this Amendment, duly executed and delivered by each of the parties hereto and (ii) each of the conditions precedent described in Section 9.1 of the Receivables Purchase Agreement are satisfied.

SECTION 3. Effect of Amendment; Ratification. (a) On and after the Effective Date, this Amendment shall be a part of the Receivables Purchase Agreement and each reference in the Receivables Purchase Agreement to "this Agreement" or "hereof," "hereunder" or words of like import, and each reference in any other Transaction Document to the Receivables Purchase Agreement shall mean and be a reference to the Receivables Purchase Agreement as amended hereby.

(b) Except as expressly amended hereby, the Receivables Purchase Agreement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

SECTION 4. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS.

SECTION 5. Section Headings. Headings used herein are for convenience of reference only and shall not affect the meaning of this Amendment.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery by facsimile or electronic transmission of an executed signature page of this Amendment shall be effective as delivery of an executed counterpart hereof. Each party agrees that this Amendment may be electronically signed, and that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WFN CREDIT COMPANY, LLC, as
Purchaser

By: /s/ Michael Blackham
Name: Michael Blackham
Title: Treasurer

COMENITY BANK,
as RPA Seller

By: /s/ Gregory Opincar
Name: Gregory Opincar
Title: Chief Financial Officer

OMNIBUS AMENDMENT

This **OMNIBUS AMENDMENT**, dated as of June 11, 2020 (this "*Amendment*"), is made between World Financial Network Credit Card Master Note Trust, as Issuer (the "*Issuer*"), and MUFG Union Bank, N.A. ("*MUFG*"), formerly known as Union Bank, N.A., as successor in interest to The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as Indenture Trustee (in such capacity, the "*Indenture Trustee*") under the Master Indenture, dated as of August 1, 2001 (as further amended from time to time prior to the date hereof, the "*Master Indenture*"), between the Issuer and the Indenture Trustee, to the Indenture Supplements for the Series 2015-B Notes, the Series 2016-A Notes, the Series 2017-C Notes, the Series 2018-A Notes, the Series 2018-B Notes, the Series 2018-C Notes, the Series 2019-A Notes, the Series 2019-B Notes and the Series 2019-C Notes (collectively, the "*Indenture Supplements*"), each between the Issuer and the Indenture Trustee, and acknowledged and accepted by Comenity Bank, formerly known as World Financial Network Bank, as Servicer, and WFN Credit Company, LLC, as Transferor. Capitalized terms used and not otherwise defined in this Amendment are used as defined in the Master Indenture.

Background

A. The parties hereto have previously entered into the Indenture Supplements to create and designate new Series of Notes.

B. The parties hereto wish to amend such Indenture Supplements, all as set out in this Amendment.

1. *Amendments to the Indenture Supplements*.

(a) Section 2.1(a) of each Indenture Supplement is hereby amended by inserting the following definition therein in appropriate alphabetical order:

"Investor Interchange Allocation Percentage" means, with respect to any Monthly Period, the Allocation Percentage for such Monthly Period with respect to Finance Charge Receivables (or, if a Reset Date occurs during such Monthly Period, the average such Allocation Percentage for such Monthly Period determined as the quotient of the summation of the Allocation Percentages with respect to Finance Charge Receivables for all days during such Monthly Period, divided by the number of days in such Monthly Period).

"Investor Interchange Amount" means, with respect to any Monthly Period, an amount equal to the product of (a) the amount of Interchange attributed to the Accounts for such Monthly Period pursuant to Section 5.1(l) of the Receivables Purchase Agreement and (b) the Investor Interchange Allocation Percentage for such Monthly Period.

(b) Section 4.1 of each Indenture Supplement is hereby amended as follows:

(i) clause (b)(i) thereof is hereby amended by inserting the phrase "or the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is less than the Required Principal Balance" following the phrase "Specified Transferor Amount" where it appears in the last proviso thereof;

(ii) clause (b)(ii)(x)(1) thereof is hereby amended by inserting the phrase "and the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is not less than the Required Principal Balance" following the phrase "Specified Transferor Amount" where it appears in subclause (III) thereof;

(iii) clause (b)(ii)(y) thereof is hereby amended by inserting the phrase "and the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is not less than the Required Principal Balance" following the phrase "Specified Transferor Amount" where it appears in subclause (IV) thereof;

(iv) clause (b)(ii)(z) thereof is hereby amended by inserting the phrase "and the aggregate amount of Principal Receivables plus amounts on deposit in the Excess Funding Account is not less than the Required Principal Balance" following the phrase "Specified Transferor Amount" where it appears in subclause (IV) thereof; and

(v) the following new subsection (e) is hereby inserted following subsection (d) thereof:

(e) Allocations of Interchange. Notwithstanding anything to the contrary in Section 4.1(b) of this Supplement or in the Indenture, Interchange for each Monthly Period equal to the Investor Interchange Amount shall be allocated to the Noteholders of the Series issued pursuant to this Indenture Supplement, and shall be deposited into the Finance Charge Account not later 12:00 noon, New York City time, on the Transfer Date following the related Monthly Period.

2. *Binding Effect; Ratification*. (a) This Amendment shall become effective, as of the date first set forth above, when (i) counterparts hereof shall have been executed and delivered by the parties hereto and (ii) each of the conditions precedent described in Section 10.1(b) of the Master Indenture has been satisfied, and thereafter shall be binding on the parties hereto and their respective successors and assigns.

(b) On and after the execution and delivery hereof, this Amendment shall be a part of each Indenture Supplement and each reference in any Indenture Supplement to "this Indenture Supplement" or "hereof", "hereunder" or words of like import, and each reference in any other Transaction Document to any such Indenture Supplement shall mean and be a reference to such Indenture Supplement as amended hereby.

(c) Except as expressly amended hereby, each Indenture Supplement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

3. *Miscellaneous*. (a) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY AGREES TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ANY APPELLATE COURT HAVING JURISDICTION TO REVIEW THE JUDGMENTS THEREOF. EACH OF THE PARTIES HEREBY WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS* AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

(b) Headings used herein are for convenience of reference only and shall not affect the meaning of this Amendment.

(c) This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery by facsimile or electronic transmission of an executed signature page of this Amendment shall be effective as delivery of an executed counterpart hereof. Each party agrees that this Amendment may be electronically signed, and that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(d) The Indenture Trustee shall not be responsible for the validity or sufficiency of this Amendment nor for the recitals herein.

4. *Limitation on Liability*. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by U.S. Bank Trust National Association, not individually or personally, but solely as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, pursuant to the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Issuer is made and intended not as personal representations, undertakings and agreements by U.S. Bank Trust National Association but is made and intended for the purpose for binding only the Issuer, (c) nothing herein contained shall be construed as creating any liability on U.S. Bank Trust National Association, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (d) under no circumstances shall U.S. Bank Trust National Association be personally liable for the payment of any indebtedness or expenses of the Issuer or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Issuer under this Amendment or any other related documents.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

WORLD FINANCIAL NETWORK CREDIT CARD MASTER NOTE TRUST, as Issuer

By: U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee

By: /s/ Mirtza J. Escobar
Name: Mirtza J. Escobar
Title: Vice President

MUFG UNION BANK, N.A., as Indenture Trustee

By: /s/ D. Amedeo Morreale
Name: D. Amedeo Morreale
Title: Vice President

Acknowledged and Accepted:

COMENITY BANK,
as Servicer

By: /s/ Gregory Opincar
Name: Gregory Opincar
Title: Chief Financial Officer

WFN CREDIT COMPANY, LLC
as Transferor

By: /s/ Michael Blackham
Name: Michael Blackham
Title: Treasurer