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)
April 26, 2024

World Financial Network Credit Card Master Note Trust

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

Commission File Numbers of Issuing Entity: 333-264255-02
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: 333-264255-01
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: 333-264255
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)

3095 Loyalty Circle, Columbus, Ohio	**43219**
(Address of Principal Executive Offices of Registrant)	*(Zip Code)*

(614) 729-4000
(Registrant's Telephone Number, Including Area Code)

N/A
(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 April 26, 2024, World Financial Network Credit Card Master Note Trust, as issuer (the "Issuer"), and U.S. Bank National Association ("U.S. Bank"), as indenture trustee (the "Indenture Trustee"), entered into each of the Supplemental Indenture No. 8 to the Master Indenture (the "Supplemental Indenture") and the Second Amendment to Series 2023-A Indenture Supplement (the "Series 2023-A Amendment"). The Supplemental Indenture (x) updated requirements for trust accounts maintained for the benefit of the Issuer's noteholders and (y) reflected the inclusion in Collections of amounts received in respect of merchant fees and discounts (the "Merchant Fee Inclusion"). The Series 2023-A Amendment reflected the Merchant Fee Inclusion and the allocation of such included amounts to Series 2023-A. Copies of the Supplemental Indenture and the Series 2023-A Amendment are filed with this Form 8-K as Exhibit 4.1 and Exhibit 4.2, respectively.

On April 26, 2024, WFN Credit Company, LLC, as transferor (the "Transferor"), Comenity Bank ("Comenity"), as servicer (the "Servicer"), and U.S. Bank, as trustee (the "Trustee"), entered into the Thirteenth Amendment to Second Amended and Restated Pooling and Servicing Agreement (the "PSA Amendment"). The PSA Amendment (x) effected updated requirements for trust accounts maintained for the benefit of the Issuer's noteholders and (y) reflected the Merchant Fee Inclusion. A copy of the PSA Amendment is filed with this Form 8-K as Exhibit 4.3.

On April 26, 2024, Comenity, as RPA Seller and the Transferor, as purchaser, entered into the Fifth Amendment to Receivables Purchase Agreement (the "RPA Amendment"). The RPA Amendment reflected the Merchant Fee Inclusion. A copy of the RPA Amendment is filed with this Form 8-K as Exhibit 4.4.

On April 26, 2024, the Transferor, the Servicer and the Issuer entered into the Eleventh Amendment to Transfer and Servicing Agreement (the "TSA Amendment"). The TSA Amendment reflected the Merchant Fee Inclusion. A copy of the TSA Amendment is filed with this Form 8-K as Exhibit 4.5.

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. 8, dated as of April 26, 2024.
Exhibit 4.2	Second Amendment to Series 2023-A Indenture Supplement, dated as of April 26, 2024.
Exhibit 4.3	Thirteenth Amendment to Second Amended and Restated Pooling and Servicing Agreement, dated as of April 26, 2024.
Exhibit 4.4	Fifth Amendment to Receivables Purchase Agreement, dated as of April 26, 2024.
Exhibit 4.5	Eleventh Amendment to Transfer and Servicing Agreement, dated as of April 26, 2024.

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/ Wai Chung
Name: Wai Chung
Title: Treasurer

Dated: April 30, 2024

SUPPLEMENTAL INDENTURE NO. 8 TO MASTER INDENTURE

This SUPPLEMENTAL INDENTURE NO. 8 TO MASTER INDENTURE, dated as of April 26, 2024 (this "Supplemental Indenture"), is made between World Financial Network Credit Card Master Note Trust, as Issuer (the "Issuer"), and U.S. Bank National Association ("U.S. Bank"), as successor in interest to MUFG Union Bank, N.A. (formerly known as Union Bank, N.A., "Union Bank"), 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 Supplemental Indenture No. 1 to Master Indenture, dated as of August 13, 2003, as further amended by Supplemental Indenture No. 2 to Master Indenture, dated as of June 13, 2007, as further amended by Supplemental Indenture No. 3 to Master Indenture, dated as of May 27, 2008, as further amended by Supplemental Indenture No. 4 to Master Indenture, dated as of June 28, 2010, as further amended by Supplemental Indenture No. 5 to Master Indenture, dated as of February 20, 2013, as further amended by Supplemental Indenture No. 6 to Master Indenture, dated as of July 6, 2016, as further amended by Supplemental Indenture No. 7 to Master Indenture, dated as of June 11, 2020, each between the Issuer and the Indenture Trustee, and as further supplemented by certain agreements relating to the succession of the Indenture Trustee, including the Succession Agreement, dated as of June 18, 2021, among Comenity Bank, as administrator, the Issuer, Union Bank, as predecessor indenture trustee, and U.S. Bank, as successor indenture trustee, 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(b) 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) The definition of "Collections" set forth in Annex A to the Master Indenture is hereby amended by amending and restating in its entirety the last sentence thereof as follows:

> "Collections with respect to any Monthly Period shall include the amounts of Interchange (if any) and Merchant Discount Fees (if any) for such Monthly Period determined in accordance with Section 5.1(l) of the Receivables Purchase Agreement."

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

> "Eligible Institution" means (a) a depository institution (which may be the Owner Trustee or the Indenture Trustee or an affiliate thereof) organized under the laws of the United States or any one of the states (including the District of Columbia) or territories thereof or any domestic branch of a foreign bank (i) that, so long as any outstanding Series is rated by S&P, has either (A) a long-term unsecured debt rating of at least "A" by S&P or (B) a short-term issuer rating of at least "A-1" by S&P, (ii) that, so long as any outstanding Series is rated by Fitch, has either (A) a long-term unsecured debt rating of at least "A" by Fitch or (B) a short-term issuer rating of at least "F1" by Fitch, and (iii) that, so long as any outstanding Series is rated by DBRS, has either (A) a long-term unsecured debt rating of at least "BBB (high)" by DBRS or (B) a short-term issuer rating of at least "R-1 (low)" by DBRS, or (b) any other institution that satisfies the publicly published, controlling and applicable ratings criteria established by each Rating Agency.

(c) Clause (b) in the definition of "Eligible Investments" set forth in Annex A to the Master Indenture is hereby amended and restated in its entirety as follows:

> (b) demand deposits, time deposits or certificates of deposit (having original maturities of no more than the lesser of 60 days or the number of days until the next Transfer Date) of depository institutions or trust companies incorporated under the laws of the United States of America or any state thereof (or domestic branches of foreign banks) and subject to supervision and examination by federal or state banking or depository institution authorities; provided that at the time of the Trust's investment or contractual commitment to invest therein, such depository institution or trust company shall have a short-term issuer rating from Moody's and S&P of P-1 and A-1, respectively, and, if rated by Fitch, such depository institution or trust company shall have a short-term issuer rating from Fitch of F1;

(d) The definition of "Finance Charge Receivables" set forth in Annex A to the Master Indenture is hereby amended by amending and restating in its entirety the last sentence thereof as follows:

> "The amounts of Interchange (if any) and Merchant Discount Fees (if any) allocable to any Series with respect to any Monthly Period shall be treated as Collections of Finance Charge Receivables with respect to such Series for such Monthly Period."

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

"Merchant" means each merchant associated with an Approved Portfolio included on the list of Approved Portfolios delivered to the Trustee from time to time in accordance with Section 2.8(e) of the Pooling and Servicing Agreement and any other merchant reflected in an Assignment or associated with an Approved Portfolio.

(f) The following new definitions shall be inserted in Annex A to the Master Indenture in appropriate alphabetical order:

"Merchant Discount Fee" means the amount realized by RPA Seller on account of merchant fees and discounts relating to credit sales with respect to the Accounts.

SECTION 2. Conditions to Effectiveness. This Supplemental Indenture shall become effective upon the later of (the "Effective Date") (i) May 1, 2024 and (ii)(A) receipt by each of the parties hereto of counterparts of this Supplemental Indenture, duly executed and delivered by each of the parties hereto and (B) 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 Supplemental Indenture, nor for the recitals contained herein.

SECTION 8. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Citicorp Trust Delaware, 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 Citicorp Trust Delaware, 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 Citicorp Trust Delaware, 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, (d) Citicorp Trust Delaware, National Association has made no investigation as to the accuracy or completeness of any representations and warranties made by the Issuer or any other party in this Amendment and (e) under no circumstances shall Citicorp Trust Delaware, 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 Supplemental Indenture to be executed by their respective officers thereunto duly authorized, as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, as
Indenture Trustee

By: /s/ Mark Esposito
Name: Mark Esposito
Title: Vice President

WORLD FINANCIAL NETWORK CREDIT
CARD MASTER NOTE TRUST, as Issuer

By: Citicorp Trust Delaware, National
Association, not in its individual capacity,
but solely as Owner Trustee on behalf of
Issuer

By: /s/ Dale Murphy
Name: Dale Murphy
Title: Trust Officer

SECOND AMENDMENT TO SERIES 2023-A INDENTURE SUPPLEMENT

This **SECOND AMENDMENT TO SERIES 2023-A INDENTURE SUPPLEMENT**, dated as of April 26, 2024 (this "*Amendment*"), is made between World Financial Network Credit Card Master Note Trust, as Issuer (the "*Issuer*"), and U.S. Bank National Association, 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 Series 2023-A Indenture Supplement, dated as of May 16, 2023 (as further amended from time to time prior to the date hereof, the "*Indenture Supplement*" and together with the Master Indenture, the "*Indenture*"), between the Issuer and the Indenture Trustee. Capitalized terms used and not otherwise defined in this Amendment are used as defined in the Indenture.

Background

A. The Issuer and the Indenture Trustee have previously entered into the Indenture Supplement to create and designate a Series of Notes.

B. The Issuer and the Indenture Trustee wish to amend such Indenture Supplement pursuant to Section 10.1(b) of the Master Indenture, as set out in this Amendment.

Agreement

1. *Amendments to the Indenture Supplement.*

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

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

(b) Section 4.1 of the Indenture Supplement is hereby amended by inserting as a new subsection (f) the following:

"Allocations of Merchant Discount Fees. Notwithstanding anything to the contrary in Section 4.1(b) of this Indenture Supplement or in the Indenture, Merchant Discount Fees for each Monthly Period equal to the Investor Merchant Fee 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. *Conditions to Effectiveness; Binding Effect; Ratification*. (a) This Amendment shall become effective upon the later of (the "*Effective Date*") (i) May 1, 2024 and (ii)(A) counterparts hereof shall have been executed and delivered by the parties hereto and (B) each of the conditions precedent described in Section 10.1(b), Section 10.3 and Section 12.1 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 Effective Date, this Amendment shall be a part of the Indenture Supplement and each reference in the Indenture Supplement to "this Indenture Supplement" or "hereof", "hereunder" or words of like import, and each reference in any other Transaction Document to the Indenture Supplement shall mean and be a reference to the Indenture Supplement as amended hereby.

(c) Except as expressly amended hereby, the Indenture Supplement shall remain 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.

(e) Indenture Trustee and Issuer acknowledge that, with reference to Section 10.2 of the Master Indenture, the Issuer will have provided or caused to be provided to the Noteholders executed copies of this Amendment on or prior to the date hereof.

4. *Limitation on Liability*. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Citicorp Trust Delaware, 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 Citicorp Trust Delaware, 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 Citicorp Trust Delaware, 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, (d) Citicorp Trust Delaware, National Association has made no investigation as to the accuracy or completeness of any representations and warranties made by the Issuer or any other party in this Amendment and (e) under no circumstances shall Citicorp Trust Delaware, 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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: Citicorp Trust Delaware, National Association, not
in its individual capacity, but solely as Owner Trustee

By: /s/ Dale Murphy
Name: Dale Murphy
Title: Trust Officer

U.S. BANK NATIONAL ASSOCIATION,
as Indenture Trustee

By: /s/ Mark Esposito
Name: Mark Esposito
Title: Vice President

Acknowledged and Accepted:

COMENITY BANK,
as Servicer

By: /s/ Tom McGuire
Name: Tom McGuire
Title: Chief Financial Officer

WFN CREDIT COMPANY, LLC
as Transferor

By: /s/ Wai Chung
Name: Wai Chung
Title: Treasurer

THIRTEENTH AMENDMENT TO
SECOND AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT

This THIRTEENTH AMENDMENT TO SECOND AMENDED AND RESTATED POOLING AND SERVICING AGREEMENT, dated as of April 26, 2024 (this "*Amendment*") is made among Comenity Bank, a Delaware state chartered bank, as Servicer (the "*Servicer*"), WFN Credit Company, LLC, a Delaware limited liability company, as Transferor (the "*Transferor*"), and U.S. Bank National Association (successor to MUFG Union Bank, N.A., formerly known as Union Bank, N.A., successor to The Bank of New York Mellon Trust Company, N.A., 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 "Collections" set forth in Section 1.1 of the Pooling Agreement is hereby amended by amending and restating in its entirety the last sentence thereof as follows:

> "Collections with respect to any Monthly Period shall include the amounts of Interchange (if any) and Merchant Discount Fees (if any) for such Monthly Period determined in accordance with Section 5.1(l) of the Receivables Purchase Agreement."

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

> "*Eligible Institution*" means (a) a depository institution (which may be the Trustee or an affiliate thereof) organized under the laws of the United States or any one of the states (including the District of Columbia) or territories thereof or any domestic branch of a foreign bank (i) that, so long as any outstanding Series is rated by S&P, has either (A) a long-term unsecured debt rating of at least "A" by S&P or (B) a short-term issuer rating of at least "A-1" by S&P, (ii) that, so long as any outstanding Series is rated by Fitch, has either (A) a long-term unsecured debt rating of at least "A" by Fitch or (B) a short-term issuer rating of at least "F1" by Fitch, and (iii) that, so long as any outstanding Series is rated by DBRS, has either

(A) a long-term unsecured debt rating of at least "BBB (high)" by DBRS or (B) a short-term issuer rating of at least "R-1 (low)" by DBRS, or (b) any other institution that satisfies the publicly published, controlling and applicable ratings criteria established by each Rating Agency.

(c) Clause (b) in the definition of "Eligible Investments" set forth in Section 1.1 of the Pooling Agreement is hereby amended and restated in its entirety as follows:

(b) demand deposits, time deposits or certificates of deposit (having original maturities of no more than the lesser of 60 days or the number of days until the next Transfer Date) of depository institutions or trust companies incorporated under the laws of the United States of America or any state thereof (or domestic branches of foreign banks) and subject to supervision and examination by federal or state banking or depository institution authorities; provided that at the time of the Trust's investment or contractual commitment to invest therein, such depository institution or trust company shall have a short-term issuer rating from Moody's and S&P of P-1 and A-1, respectively, and, if rated by Fitch, such depository institution or trust company shall have a short-term issuer rating from Fitch of F1;

(d) The definition of "Finance Charge Receivables" set forth in Section 1.1 of the Pooling and Servicing Agreement is hereby amended by amending and restating in its entirety the last sentence thereof as follows:

"The amounts of Interchange (if any) and Merchant Discount Fees (if any) allocable to any Series with respect to any Monthly Period shall be treated as Collections of Finance Charge Receivables with respect to such Series for such Monthly Period."

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

"*Merchant*" means each merchant associated with an Approved Portfolio included on the list of Approved Portfolios delivered to the Trustee from time to time in accordance with Section 2.8(e) of this Agreement and any other merchant reflected in an Assignment or associated with an Approved Portfolio.

(f) The following new definitions shall be inserted in Section 1.1 of the Pooling and Servicing Agreement in appropriate alphabetical order:

"*Merchant Discount Fee*" means the amount realized by RPA Seller on account of merchant fees and discounts relating to credit sales with respect to the Accounts.

SECTION 2. Conditions to Effectiveness. This Amendment shall become effective upon the later of (the "*Effective Date*") (i) May 1, 2024 and (ii)(A) receipt by each of the parties hereto

of counterparts of this Amendment, duly executed and delivered by each of the parties hereto and (B) satisfaction of each of the conditions precedent described in Section 13.1(a) of the Pooling Agreement, 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 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/ Wai Chung
Name: Wai Chung
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Mark Esposito
Name: Mark Esposito
Title: Vice President

COMENITY BANK

By: /s/ Tom McGuire
Name: Tom McGuire
Title: Chief Financial Officer

FIFTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT

This FIFTH AMENDMENT TO RECEIVABLES PURCHASE AGREEMENT, dated as of April 26, 2024 (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 (if any) and Merchant Discount Fees (if any) 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 amending and restating in its entirety subsection (l) thereof as follows:

> (l) Interchange and Merchant Discount Fees.
>
> > (i) On or prior to each Determination Date, RPA Seller shall notify the Servicer of the amounts of Interchange and Merchant Discount Fees attributable to the Accounts for the related Monthly Period, which amounts shall be equal to the product of:

(A) The total amount of Interchange or Merchant Discount Fees, as applicable, 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 and/or Merchant Discount Fees attributable to the Accounts; *provided* that the amounts of Interchange and Merchant Discount Fees determined pursuant to this clause (i) shall exclude Interchange and Merchant Discount Fees 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 amounts of Interchange and Merchant Discount Fees for the related Monthly Period determined pursuant to clause (i) above and such amounts shall be treated as Collections of Finance Charge Receivables for the related Monthly Period.

SECTION 2. Conditions to Effectiveness. This Amendment shall become effective upon the later of (the "*Effective Date*") (i) May 1, 2024 and (ii)(A) each of the parties hereto receive counterparts of this Amendment, duly executed and delivered by each of the parties hereto and (B) 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/ Wai Chung
Name: Wai Chung
Title: Treasurer

COMENITY BANK,
as RPA Seller

By: /s/ Tom McGuire
Name: Tom McGuire
Title: Chief Financial Officer

ELEVENTH AMENDMENT TO THE TRANSFER AND SERVICING AGREEMENT

This ELEVENTH AMENDMENT TO THE TRANSFER AND SERVICING AGREEMENT, dated as of April 26, 2024 (this "*Amendment*"), is made among Comenity Bank (formerly known as World Financial Network Bank and successor to World Financial Network National Bank), a Delaware state chartered bank ("*Comenity Bank*"), as Servicer, WFN Credit Company, LLC ("*WFN Credit*"), as Transferor, and World Financial Network Credit Card Master Note Trust (the "*Issuer*"), as Issuer, to the Transfer and Servicing Agreement, dated as of August 1, 2001, among Comenity Bank, as Servicer, WFN Credit, as Transferor, and the Issuer (as amended, the "*Transfer Agreement*"). Capitalized terms used and not otherwise defined in this Amendment are used as defined in the Transfer Agreement.

WHEREAS, the parties hereto desire to amend the Transfer 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:

1. *Amendments to Transfer Agreement*.

(a) Section 2.1 of the Transfer Agreement is hereby amended by inserting as a new subsection (e) the following:

> "(e) On or prior to each Determination Date, Transferor shall cause the Seller to notify Servicer of the amounts of Interchange and Merchant Discount Fees to be included as Collections of Finance Charge Receivables allocable to the Accounts with respect to the related Monthly Period. On each Transfer Date, the Transferor shall pay Servicer, or cause RPA Seller to pay to Servicer, such amounts of Interchange and Merchant Discount Fees for the related Monthly Period and Servicer shall treat such amounts as Collections of Finance Charge Receivables and deposit such amounts into the Collection Account to the extent required by Section 5.1(l) of the Receivables Purchase Agreement."

(b) Section 2.4(f) of the Transfer Agreement is hereby amended by amending and restating the last paragraph thereof in its entirety as follows:

> "Upon the deposit, if any, required to be made to the Collection Account as provided in this Section 2.4(f), Issuer shall automatically and without further action be deemed to transfer, assign, set over and otherwise convey to Transferor or its designee, without recourse, representation or warranty, all the right, title and interest of Issuer in and to the applicable Receivables, all moneys due or to

become due and all amounts received with respect thereto and all proceeds thereof and the amounts of Interchange (if any) and Merchant Discount Fees (if any) allocable to the related Accounts. Issuer shall execute such documents and instruments of transfer or assignment and take such other actions as shall reasonably be requested by Transferor to effect the conveyance of such Receivables pursuant to this Section. The obligation of Transferor to accept reassignment of any Receivables, and to make the deposits, if any, required to be made to the Collection Account as provided in this Section, shall constitute the sole remedy respecting the event giving rise to such obligation available to Issuer, Owner Trustee, the Holders (or Indenture Trustee on behalf of the Noteholders)."

2. *Conditions to Effectiveness*. This Amendment shall become effective upon the later of (the "*Effective Date*") (i) May 1, 2024 and (ii)(A) each of the parties hereto receive counterparts of this Amendment, duly executed and delivered by each of the parties hereto and (B) each of the conditions precedent described in Section 9.1(a) of the Transfer Agreement are satisfied.

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

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

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.

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

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.

7. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Citicorp Trust Delaware, 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 Citicorp Trust Delaware, 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 Citicorp Trust Delaware, 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, (d) Citicorp Trust Delaware, National Association has made no investigation as to the accuracy or completeness of any representations and warranties made by the Issuer or any other party in this Amendment and (e) under no circumstances shall Citicorp Trust Delaware, 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.

COMENITY BANK

as Servicer

By: /s/ Tom McGuire
Name: Tom McGuire
Title: Chief Financial Officer

WFN CREDIT COMPANY, LLC, as Transferor

By: /s/ Wai Chung
Name: Wai Chung
Title: Treasurer

WORLD FINANCIAL NETWORK CREDIT CARD MASTER NOTE TRUST, as Issuer

By: Citicorp Trust Delaware, National Association, not in its individual capacity, but solely as Owner Trustee on behalf of Issuer

By: /s/ Dale Murphy
Name: Dale Murphy
Title: Trust Officer