

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)
November 30, 2023

World Financial Network Credit Card Master Note Trust
(Exact Name of Issuing Entity as Specified in its Charter)

Commission File Numbers of Issuing Entity: 333-208463 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: 333-208463-02 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: 333-208463-01 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)

3095 Loyalty Circle, Columbus, Ohio
(Address of Principal Executive Offices of Registrant)

43219
(Zip Code)

(614) 729-5044
(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 November 30, 2023, Comenity Bank (“Bank”) and Comenity Servicing LLC (“Servicer”) entered into the Second Amendment (“Second Amendment”) to that certain Fourth Amended and Restated Service Agreement, dated as of June 1, 2022 (the “Service Agreement”), by and between Bank and Servicer, which Service Agreement was filed as Exhibit 99.2 of the report on Form 10-D on June 15, 2022. A copy of the Second Amendment is filed with this Form 8-K as Exhibit 99.1.

On November 30, 2023, Bank and Servicer entered into the Eighteenth Addendum to Appendix A (“Eighteenth Addendum”) to the Service Agreement. A copy of the Eighteenth Addendum is filed with this Form 8-K as Exhibit 99.2.

Item 9.01. Financial Statements and Exhibits.

(a) Not applicable.

(b) Not applicable.

(c) Not applicable.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Document Description</u>
<u>Exhibit 99.1</u>	Second Amendment to Fourth Amended and Restated Service Agreement
<u>Exhibit 99.2</u>	Eighteenth Addendum to Appendix A of Fourth Amended and Restated Service Agreement

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/ Ryan Smith
Name: Ryan Smith
Title: Treasurer

Dated: December 4, 2023

**SECOND AMENDMENT TO
FOURTH AMENDED AND RESTATED SERVICE AGREEMENT**

This Second Amendment (the “Second Amendment”) entered into as of this 30th day of November, 2023 is to the Fourth Amended and Restated Service Agreement dated June 1, 2022, (the “Agreement”), by and between Comenity Servicing LLC, (“Servicer”) a Texas limited liability company, with its principal place of business at 3095 Loyalty Circle, Columbus, OH 43219, and Comenity Bank, (“Bank”) a Delaware State bank, with its principal place of business at One Righter Parkway, Suite 100, Wilmington, DE 19803.

RECITALS

WHEREAS, Servicer provides certain services to Bank pursuant to the Agreement;

WHEREAS, Bank and Servicer now desire to amend the Agreement as stated below.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Bank and Servicer agree as follows:

1. **Appendix B. Fee Schedule.** Bank and Servicer agree to amend the Fee Schedule set forth in Appendix B to the Agreement, such that Appendix B is hereby deleted in its entirety and replaced with a new Appendix B as set forth in further detail in Appendix B attached hereto.

2. **Effective Date:** The Parties agree that the changes set forth in this Amendment shall be effective on December 1, 2023 (the “Second Amendment Effective Date”).

3. **Miscellaneous.** Capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. Other than as set forth above and in Exhibit A hereto, the parties agree that the Agreement, as amended by this Amendment, shall continue in full force and effect. The parties may execute this Amendment in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

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

Comenity Bank

By: /s/ Baron Schlachter
Name: Baron Schlachter
Title: Comenity Bank President

Comenity Servicing LLC

By: /s/ Tammy McConnaughey
Name: Tammy McConnaughey
Title: EVP, Chief Credit Risk and Operations Officer

Second Amendment to
Fourth Amended and Restated Service Agreement
Comenity Servicing LLC / Comenity Bank

APPENDIX B

FEE SCHEDULE FOR REVOLVING CREDIT CARDS

(APPLIES TO APPENDIX A SECTION I & II)

1. Bank agrees to pay Servicer monthly for the Services provided with respect to revolving credit cards. The fee for such Services provided shall become due and payable by Bank not later than the 15th calendar day following the end of the preceding month.
2. Servicer will provide to Bank, no later than the 10th calendar day of each month, a statement of the fees incurred during the immediately preceding month (the "Fee Statement"). Servicer shall assess the fees by (1) calculating the total cost of the Services, as defined in this Agreement and the Fourth Amended and Restated Service Agreement, dated as of June 1, 2022, by and between Servicer and Comenity Capital Bank, (together, the "Total Services"), during the subject month, inclusive of payroll, benefits and Total Services-associated expenses, (2) calculating the amount of that total cost allocable to Bank based on Bank's card statement volume during the subject month, and (3) adding a twelve percent (12%) markup. The parties have agreed (based upon an independent third party study) that a 12% markup is within the reasonable markup range which would be charged by an independent party on an arm's length basis for the Services provided.
3. Bank is responsible for examining the Fee Statement and promptly reporting any errors or irregularities to Servicer. Bank will remit payment to Servicer no later than the 15th calendar day of the month in which each Fee Statement is received.
4. Bank shall be responsible for all sales, use or excise taxes levied on accounts payable by Bank to Servicer under this Agreement, excluding taxes based upon Servicer's income, employment of personnel or taxes from which Bank is exempt, provided Bank provides Servicer written evidence of such exemption. Undisputed payments shall be made by Bank to Servicer no later than the 15th calendar day of the month in which each Fee Statement is received.
5. The parties will meet at least annually to review Servicer's budgeted costs for the following year for the Services with respect to revolving credit cards. Based on that review, the parties will use commercially reasonable efforts to determine appropriate adjustments to the forecasted fees and/or markup percentage. Such adjustments and component costs shall be documented in writing executed by both parties, which writing need not be in the form of a formal amendment to this Agreement, but shall be attached to and become a part of this Fee Schedule for Revolving Credit Cards of Appendix B once executed by Bank and Servicer.

**EIGHTEENTH ADDENDUM TO APPENDIX A OF
FOURTH AMENDED AND RESTATED SERVICE AGREEMENT**

This Eighteenth Addendum to Appendix A of that certain Fourth Amended and Restated Service Agreement (the "Addendum") is entered into as of this 30th day of November, 2023, by and between Comenity Bank ("Bank"), a Delaware state bank, with its principal place of business at One Righter Parkway, Suite 100, Wilmington, Delaware 19803 and Comenity Servicing LLC ("Servicer"), a Texas limited liability company with its principal place of business at 3095 Loyalty Circle, Columbus, OH 43219.

RECITALS

WHEREAS, Bank and Servicer entered into that certain Fourth Amended and Restated Service Agreement as of June 1, 2022, (the "Agreement") to outsource certain services to Servicer; and

WHEREAS, Bank and Servicer desire to modify certain Performance Standards set forth in Exhibit A to the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Bank and Servicer agree as follows:

1. **Performance Standards.** Bank and Servicer agree to amend the Performance Standards set forth in Appendix A to the Agreement, such that a certain Performance Standard is hereby amended, as set forth in further detail in Exhibit A hereto.

2. **Effective Date:** The amendments to the Performance Standards, as set forth in Exhibit A hereto, shall be effective as of the first day of the month following the month in which this Addendum is executed.

3. **Miscellaneous.** Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement. Other than as set forth above and in Exhibit A hereto, the parties agree that the Agreement, as amended by this Addendum, shall continue in full force and effect. The parties may execute this Addendum in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Eighteenth Addendum to Appendix A of
Fourth Amended and Restated Service Agreement
Comenity Servicing LLC / Comenity Bank

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their authorized officers effective as of the date first written above.

Comenity Bank

By: /s/ Baron Schlachter
Name: Baron Schlachter
Title: Comenity Bank President

Comenity Servicing LLC

By: /s/ Tammy McConnaughey
Name: Tammy McConnaughey
Title: EVP, Chief Credit Risk and Operations Officer

Eighteenth Addendum to Appendix A of
Fourth Amended and Restated Service Agreement
Comenity Servicing LLC / Comenity Bank

EXHIBIT A

SECTION I: SERVICES AND PERFORMANCE STANDARDS APPLICABLE TO ALL COMENITY BANK PRODUCTS

1. Amendments. Set forth below is a revision to an existing Performance Standard, which shall be incorporated into Appendix A to the Agreement.

Service	Performance Standard	Measuring Period	Amended/ Added
Data Processing <ul style="list-style-type: none">• Manage all aspects of processing platform(s), including day to day operation, backups and maintenance, and disaster recovery.• Provide a 24 X 7 control center/help desk facility to monitor and manage data processing operations on behalf of Bank.• Manage the availability of month-end and daily online reports by target time.• Ensure availability of the Enterprise Data Warehouse (“EDW”). The EDW is used to compile and store all data generated as part of operations of the bank.	Deliver 99% of daily EDW data transmissions from the Mainframe to be available for consumption on the required contractual source file frequency within 48 hours, outside of planned maintenance activities.	M	Amended