

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)
May 25, 2021

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)

3075 Loyalty Circle, Columbus, Ohio
(Address of Principal Executive Offices of Registrant)

43219
(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 May 25, 2021, U.S. Bank Trust National Association (“US Bank Trust”) resigned, and Citicorp Trust Delaware, National Association (“Citicorp Trust”) was appointed, as owner trustee (“Owner Trustee”) under the Amended and Restated Trust Agreement, dated as of August 1, 2001 (as amended, the “Trust Agreement”), by and between WFN Credit Company, LLC, as transferor (the “Depositor”), and the Owner Trustee. In connection with such resignation and appointment (the “Succession”), on May 25, 2021, the Depositor, U.S. Bank Trust (the “Resigning Owner Trustee”) and Citicorp Trust (the “Successor Owner Trustee”) entered into an Agreement of Resignation, Appointment and Acceptance (the “Agreement”), a copy of which is filed with this Form 8-K as Exhibit 4.1.

On May 25, 2021, in connection with the Succession, the Depositor and Citicorp Trust, as Owner Trustee, entered into a First Amendment to Amended and Restated Trust Agreement, a copy of which is filed with this Form 8-K as Exhibit 4.2.

Item 6.02. Change of Servicer or Trustee

On May 25, 2021, the Depositor, the Resigning Owner Trustee and the Successor Owner Trustee entered into the Agreement, pursuant to which the Resigning Owner Trustee resigned as Owner Trustee under the Trust Agreement and the Depositor appointed the Successor Owner Trustee to succeed the Resigning Owner Trustee as Owner Trustee under the Trust Agreement and the Successor Owner Trustee accepted such appointment as Owner Trustee under the Trust Agreement. All capitalized terms not otherwise defined herein are used herein as defined in the Master Indenture, dated as of August 1, 2001 (as amended, supplemented and otherwise modified from time to time, the “Indenture”), between World Financial Network Credit Card Master Note Trust (the “Issuing Entity”) and MUFG Union Bank, N.A. (the “Indenture Trustee”).

Information Required under Item 1109 of Regulation AB

Citicorp Trust Delaware, National Association (“Citicorp Trust”) will act as owner trustee. Citicorp Trust is a national banking association and is an affiliate of Citibank, N.A. Citicorp Trust’s principal place of business is located at 20 Montchanin Road, Suite 180, Greenville, Delaware 19807. Citibank, N.A. and its affiliates, including Citicorp Trust, have acted as a Delaware or owner trustee for a variety of transactions and asset types, including credit card receivable-backed securities.

The information contemplated by Item 1109(a)(3) through (6) of Regulation AB is set forth below and in the Registration Statement on Form SF-3 (file no. 333-230197) filed by the Depositor on March 11, 2019.

Duties and Responsibilities of the Owner Trustee

The Owner Trustee agrees to hold in trust, for the Depositor’s use and benefit, the assets transferred to the Issuing Entity under the Transfer and Servicing Agreement, dated as of August 1, 2001 (as amended, supplemented and otherwise modified from time to time, the “Transfer and Servicing Agreement”), between the Depositor, Comenity Bank (the “Bank”), as servicer (the “Servicer”), and the Issuing Entity.

The Owner Trustee is authorized, but is not obligated, to take all actions required of the Issuing Entity under the Transfer and Servicing Agreement, the Indenture and any Indenture Supplement, or any related agreement. The Owner Trustee will be deemed to have fulfilled its duties and responsibilities under the Trust Agreement or any other related agreement to the extent the Bank, as administrator (the “Administrator”), has agreed in the Administration Agreement, dated as of August 1, 2001 (the “Administration Agreement”), between the Issuing Entity and the Administrator, to perform those duties or responsibilities, and the Owner Trustee will not be liable for the failure of the Administrator to carry out its obligations under the Administration Agreement.

The Owner Trustee is required to notify the Depositor at least thirty (30) days before the Issuing Entity takes of any of the following actions:

- the initiation of any claim or lawsuit by the Issuing Entity and the settlement of any action, claim or lawsuit brought by or against the Issuing Entity, in each case except with respect to claims or lawsuits for collection of the Issuing Entity's assets;
- the election by the Issuing Entity to file an amendment to its Certificate of Trust;
- the amendment of the Indenture by a supplemental indenture in circumstances where the consent of any Noteholder is required;
- the amendment, change or modification of the Administration Agreement, except to cure any ambiguity or to amend or supplement any provision in a manner, or add any provision, that would not materially adversely affect the Depositor's interests, as holder of the Transferor Interest;
- the amendment of the Indenture by a supplemental indenture in circumstances where the consent of any Noteholder is not required and such amendment materially adversely affects the interest of the Depositor; or
- the appointment pursuant to the Indenture of a replacement or successor Transfer Agent and Registrar or Indenture Trustee, or the consent to the assignment by the Transfer Agent and Registrar, Administrator or Indenture Trustee of its obligations under the Indenture.

To the extent not inconsistent with the Trust Agreement or any other related document, the Depositor, as holder of the Transferor Interest, and the Administrator may direct the Owner Trustee in the management of the Issuing Entity.

Limitations on the Owner Trustee's Liability

The Owner Trustee will not be liable under the Trust Agreement for any error of judgment made in good faith by a responsible officer of the Owner Trustee.

The Owner Trustee will also not be liable for any action taken or not taken by the Owner Trustee in accordance with the Depositor's instructions or the instructions of the Administrator.

No provision of the Trust Agreement or any related agreement requires the Owner Trustee to expend or risk funds or otherwise incur any personal financial liability in the exercise or performance of any of its duties, rights or powers under the Trust Agreement or any related agreement, if the Owner Trustee has reasonable grounds for believing that repayment of the funds or adequate indemnity against the risk or liability is not provided or reasonably assured.

Under no circumstances will the Owner Trustee be personally liable for indebtedness evidenced by or arising under the Indenture or any of the related agreements, including principal of or interest on the notes issued by the Issuing Entity (the "Notes").

The Owner Trustee will not be personally responsible for or in respect of the validity or sufficiency of the Trust Agreement, the due execution thereof by the Depositor or the form, character, genuineness, sufficiency, value or validity of any of the Issuing Entity assets, the Transaction Documents, the Notes or the Transferor Interest, and the Owner Trustee will in no event assume or incur any personal liability, duty, or obligation to any Noteholder, the Depositor, any other Holder of the Transferor Interest or any other person, other than as expressly provided for in the Trust Agreement or as expressly agreed to in the other Transaction Documents.

The Owner Trustee will not be personally liable for the default or misconduct of, and will have no duty to monitor the performance of, the Depositor, the Servicer, the Administrator or the Indenture Trustee or any other person under any of the Transaction Documents or otherwise, and the Owner Trustee will have no obligation or personal liability to perform the obligations of the Issuing Entity under the Transaction Documents, including those that are required to be performed by the Administrator under the Administration Agreement, the Indenture Trustee under the Indenture or the Servicer under the Transfer and Servicing Agreement.

The Owner Trustee will be under no obligation to exercise any of the rights or powers vested in it by the Trust Agreement for the Issuing Entity, or to institute, conduct or defend any litigation under the Trust Agreement or otherwise or in relation to any Transaction Document, at the request, order or direction of the Depositor unless the Depositor offers to the Owner Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by the Owner Trustee. The right of the Owner Trustee to perform any discretionary act under the Trust Agreement or in any Transaction Document may not be construed as a duty, and the Owner Trustee will only be answerable for its gross negligence, bad faith or willful misconduct in the performance of any discretionary act.

The Owner Trustee will not be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action will (i) require the registration with, licensing by or the taking of any other similar action in respect of, any state or other governmental authority or agency of any jurisdiction other than the State of Delaware by or with respect to the Owner Trustee; (ii) result in any fee, tax or other governmental charge under the laws of any jurisdiction or any political subdivisions thereof in existence on the date hereof other than the State of Delaware becoming payable by the Owner Trustee; or (iii) subject the Owner Trustee to personal jurisdiction in any jurisdiction other than the State of Delaware for causes of action arising from acts unrelated to the consummation of the transactions by the Owner Trustee contemplated by the Trust Agreement. The Owner Trustee will be entitled to obtain advice of counsel (which advice shall be at the Depositor's expense) to determine whether any action required to be taken pursuant to the Trust Agreement results in the consequences described in clauses (i), (ii) and (iii) of the preceding sentence. In the event that said counsel advises the Owner Trustee that such action will result in such consequences, the Depositor will appoint an additional trustee pursuant to the Trust Agreement to proceed with such action.

In no event shall the Owner Trustee have any responsibility to monitor compliance with or, subject to its obligations under the Transaction Documents, enforce compliance with the credit risk retention requirements for asset-backed securities or other rules or regulations relating to risk retention. The Owner Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Noteholder, the Depositor, the Servicer or any other person for violation of such rules now or hereinafter in effect.

Compensation and Indemnification of Owner Trustee

The Depositor will pay the Owner Trustee a fee as compensation for its services under the Trust Agreement and will reimburse the Owner Trustee for its reasonable expenses. The Depositor has also agreed to indemnify the Owner Trustee and its successors, assigns, directors, officers, agents, employees and servants from and against any and all liabilities, obligations, losses, damages, taxes, claims, actions and suits and all reasonable costs, expenses and disbursements which may be imposed in connection with the Trust Agreement, the related agreements, the Issuing Entity's assets and the administration of the Issuing Entity's assets, or the action or inaction of the Owner Trustee under the Trust Agreement. However, the Depositor will not be liable to the Owner Trustee or any other indemnified party for any liability or expense arising from the indemnified party's willful misconduct, bad faith or gross negligence or, with respect to the Owner Trustee, the inaccuracy of any representation or warranty made by the Owner Trustee in the Trust Agreement.

Resignation or Removal of the Owner Trustee; Eligibility

The Owner Trustee may resign at any time by giving written notice to the Depositor. Upon receiving notice of the resignation of the Owner Trustee, the Depositor will promptly appoint a successor Owner Trustee. If no successor Owner Trustee has been appointed within 30 days after the Owner Trustee gives notice of its resignation, the resigning Owner Trustee may petition any court of competent jurisdiction for the appointment of a successor Owner Trustee.

The Owner Trustee must at all times:

- (1) be a "bank" within the meaning of the Investment Company Act of 1940, as amended;
- (2) be authorized to exercise trust powers;
- (3) have a combined capital and surplus of at least \$50 million and be subject to the supervision or examination by Federal or state authorities; and
- (4) have, or have a parent that has, a rating of at least "Baa3" by Moody's or at least "BBB-" by Standard & Poor's or, if rated by Fitch, at least "BBB-" by Fitch.

If the Owner Trustee ceases to meet the eligibility requirements described in the preceding paragraph and fails to resign after receiving notice of its ineligibility from the Administrator, or if the Owner Trustee becomes legally unable to act or certain bankruptcy or insolvency related events occur with respect to the Owner Trustee (although this provision may not be enforceable), then the Depositor may remove the Owner Trustee and appoint a successor Owner Trustee.

Any resignation or removal of the Owner Trustee will not become effective until the acceptance of appointment of a successor Owner Trustee and payment of all fees and expenses owed to the outgoing Owner Trustee.

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](#) Agreement of Resignation, Appointment and Acceptance, dated as of May 25, 2021, among the Depositor, the Resigning Owner Trustee and the Successor Owner Trustee.

Exhibit [4.2](#) First Amendment to Amended and Restated Trust Agreement, dated as of May 25, 2021, between the Depositor and the Owner Trustee.

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: May 28, 2021

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (this “Acceptance Agreement”), dated as of May 25, 2021, by and among WFN Credit Company, LLC, a Delaware limited liability company (the “Company”), U.S. Bank Trust National Association, a national banking association (the “Resigning Trustee”) and Citicorp Trust Delaware, National Association, a national banking association duly organized and existing under the laws of the United States of America (the “Successor Trustee”). Terms used and not defined herein are used as incorporated in the Trust Agreement referenced below, or if not defined therein, in Annex A to the Master Indenture, dated as of August 1, 2001 (as amended, supplemented and otherwise modified to date, the “Indenture”), between World Financial Network Credit Card Master Note Trust, as issuer, and MUFG Union Bank, N.A., as indenture trustee (the “Indenture Trustee”).

WHEREAS, the Company and the Resigning Trustee are parties to a Trust Agreement, dated as of July 27, 2001 and amended and restated as of August 1, 2001 (as so amended and restated, the “Trust Agreement”), of World Financial Network Credit Card Master Note Trust (the “Issuer”);

WHEREAS, the Issuer has previously issued certain series of securities under the Indenture, of which the series listed on Exhibit A hereto remain outstanding as of the date hereof, and may from time to time hereafter issue additional series of securities;

WHEREAS, the Company appointed the Resigning Trustee as Owner Trustee under the Trust Agreement;

WHEREAS, Section 9.2 of the Trust Agreement provides that the Owner Trustee may at any time resign with respect to its role by giving written notice of such resignation to the Company, effective upon the acceptance by a successor Owner Trustee of its appointment as successor Owner Trustee;

WHEREAS, Section 9.2 of the Trust Agreement provides that, if the Owner Trustee shall resign, the Company shall promptly appoint a successor.

WHEREAS, Section 9.3 of the Trust Agreement provides that any successor Owner Trustee shall deliver a written acceptance of its appointment to the Resigning Trustee and to the Company, and thereupon the resignation of the Resigning Trustee shall become effective, and the successor Owner Trustee shall have all of the rights, powers and duties of the Owner Trustee under such Trust Agreement.

WHEREAS, the Resigning Trustee desires to resign as Owner Trustee under the Trust Agreement;

WHEREAS, the Company desires to appoint Successor Trustee as successor owner trustee to succeed the Resigning Trustee in such capacity under the Trust Agreement; and

WHEREAS, Successor Trustee is willing to accept such appointment as successor owner trustee under the Trust Agreement;

NOW, THEREFORE, the Company, the Resigning Trustee and the Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

1. THE RESIGNING TRUSTEE:

1.1 Pursuant to Section 9.2 of the Trust Agreement, on the date hereof, Resigning Trustee hereby notifies the Company that Resigning Trustee is resigning as Owner Trustee under the Trust Agreement.

1.2 Resigning Trustee hereby represents and warrants to Successor Trustee that:

- (a) It has performed and fulfilled prior to the date hereof, each of its duties, obligations and responsibilities required of the Resigning Trustee, in its capacity as owner trustee under the Trust Agreement.
 - (b) No covenant or condition contained in the Trust Agreement has been waived by Resigning Trustee.
 - (c) There is no action, suit or proceeding pending or, to the best knowledge of responsible officers of Resigning Trustee, threatened against Resigning Trustee before any court or any governmental authority arising out of any act or omission of Resigning Trustee as Owner Trustee under the Trust Agreement.
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- (d) As of the effective date of this Acceptance Agreement, Resigning Trustee will hold no moneys or property under the Trust Agreement.
- (e) As of the effective date of this Acceptance Agreement, Resigning Trustee has not executed, authenticated or delivered any certificate representing a beneficial interest in the Issuer.
- (f) This Acceptance Agreement has been duly authorized, executed and delivered on behalf of Resigning Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (g) To the best knowledge of responsible officers of the Resigning Trustee, no event has occurred and is continuing which is, or after notice or lapse of time or both would become an Event of Default under the Indenture.

1.3 Resigning Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of the Resigning Trustee in and to the trust under the Trust Agreement and all rights, powers and trusts of the Owner Trustee (except for fees and expenses of the Owner Trustee collected prior to the date hereof) under the Trust Agreement. Resigning Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and trusts hereby assigned, transferred, delivered and confirmed to the Owner Trustee as Owner Trustee under the Trust Agreement.

1.4 Any fees and expenses (including without limitation, fees and expenses of counsel) incurred by the Resigning Trustee in complying with the requirements set forth in Section 1.3 above of the Successor Trustee shall be invoiced to, and paid by, the Company on or prior to the date hereof.

1.5 Notwithstanding this Acceptance Agreement and the resignation of the Resigning Trustee, the Resigning Trustee shall retain all rights and entitlements relating to its service as Owner Trustee under the Trust Agreement arising or accruing on or before the effective date of this Acceptance Agreement, including without limitation, all entitlements to the payment of its fees and reimbursement of its expenses (including without limitation, fees and expenses of counsel), regardless of when such amounts become payable or are paid.

2. THE COMPANY:

2.1 The Company hereby accepts the resignation of Resigning Trustee as Owner Trustee under the Trust Agreement and waives the requirement of advance notice thereof set forth in Section 9.2 the Trust Agreement.

2.2 The Company hereby certifies that it has duly authorized certain officers or other representatives to: (a) accept Resigning Trustee's resignation as Owner Trustee under the Trust Agreement; (b) appoint Successor Trustee as Owner Trustee under the Trust Agreement; and (c) amend, execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of Successor Trustee as Owner Trustee under the Trust Agreement.

2.3 The Company hereby appoints Successor Trustee as Owner Trustee under the Trust Agreement to succeed to, and hereby vests Successor Trustee with, all the rights, powers, duties and obligations of Resigning Trustee under the Trust Agreement with like effect as if originally named as Owner Trustee in the Trust Agreement.

2.4 The Company hereby represents and warrants to Resigning Trustee and Successor Trustee that:

- (a) It is an organization duly and validly organized and existing pursuant to the laws of its jurisdiction of organization.
 - (b) The Trust Agreement was validly and lawfully executed and delivered by it.
 - (c) It has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each of its covenants, agreements, conditions, obligations and responsibilities under the Trust Agreement.
 - (d) Other than as set forth in Section 2.1, no covenant or condition contained in the Trust Agreement has been waived by the Company.
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- (e) There is no action, suit or proceeding pending or, to the best of its knowledge, threatened against the Company before any court or any governmental authority arising out of any act or omission by it under the Trust Agreement.
- (f) This Acceptance Agreement has been duly authorized, executed and delivered on behalf of the Company and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (g) All conditions precedent relating to the appointment of Citicorp Trust Delaware, National Association as Successor Trustee under the Trust Agreement have been complied with by it.

3. THE SUCCESSOR TRUSTEE:

3.1 Successor Trustee hereby represents and warrants to Resigning Trustee and to the Company that:

- (a) It is a national banking association duly organized and validly existing in good standing under the federal laws of the United States, and it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Acceptance Agreement.
- (b) This Acceptance Agreement has been duly authorized, executed and delivered on its behalf and will constitute its legal, valid and binding obligation, enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity and except for any other limitations or qualifications customarily set out in legal opinions of recognized and reputable counsel in the relevant jurisdiction with respect to the enforceability of agreements of this nature.

3.2 Successor Trustee hereby accepts its appointment as successor owner trustee under the Trust Agreement and accepts the rights, powers, duties and obligations of Resigning Trustee as Owner Trustee under the Trust Agreement, upon the terms and conditions set forth therein, with like effect as if originally named as Owner Trustee under the Trust Agreement.

3.3 Successor Trustee is eligible under the provisions of Section 9.1 of the Trust Agreement to act as Owner Trustee under the Trust Agreement.

4. **MISCELLANEOUS:**

4.1 This Acceptance Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of May 25, 2021.

4.2 Resigning Trustee hereby acknowledges receipt of payment in full of compensation for all services rendered by Resigning Trustee in its capacity as Owner Trustee under the Trust Agreement and reimbursement in full of the expenses, disbursements and advances incurred or made by Resigning Trustee in its capacity as Owner Trustee in accordance with the provisions of the Trust Agreement. Resigning Trustee acknowledges that it relinquishes any lien it may have upon all property or funds held or collected by it to secure any amounts due it. The Company acknowledges its obligation set forth in Section 7.1 of the Trust Agreement to indemnify Resigning Trustee for, and to hold Resigning Trustee harmless against, any loss, liability or expense incurred without gross negligence, bad faith or willful misconduct on the part of Resigning Trustee and arising out of or in connection with the Trust Agreement (which obligation shall survive the execution hereof).

4.3 The parties hereto agree that the Successor Trustee shall have no liability for any actions taken or omitted to be taken by the Resigning Trustee while it served as the Owner Trustee under the Trust Agreement or any other event or action related to the Trust Agreement that occurred prior to the date hereof.

4.4 This Acceptance Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereof that would result in the application of laws of any other jurisdiction.

4.5 This Acceptance Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

4.6 No party hereto shall at any time institute against the Company, or solicit or join or cooperate with or encourage any institution against the Company of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States federal or state bankruptcy or similar law in connection with any obligation relating to this Acceptance Agreement or the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Acceptance Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

WFN CREDIT COMPANY, LLC

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

U.S. BANK TRUST NATIONAL
ASSOCIATION, as Resigning Trustee

By: /s/ Jessica J. Elliot
Name: Jessica J. Elliot
Title: Vice President

CITICORP TRUST DELAWARE,
NATIONAL ASSOCIATION,
as Successor Trustee

By: /s/ Jason Concavage
Name: Jason Concavage
Title: Senior Vice President

EXHIBIT A

1. Series 2009-VFN, issued pursuant to that certain Fourth Amended and Restated Series 2009-VFN Indenture Supplement, dated as of February 8, 2014, between Issuer and the Indenture Trustee
 2. Series 2016-A, issued pursuant to that certain Indenture Supplement, dated as of July 27, 2016, between Issuer and the Indenture Trustee
 3. Series 2018-B, issued pursuant to that certain Indenture Supplement, dated as of September 27, 2018, between Issuer and the Indenture Trustee
 4. Series 2018-C, issued pursuant to that certain Indenture Supplement, dated as of November 7, 2018, between Issuer and the Indenture Trustee
 5. Series 2019-A issued pursuant to that certain Indenture Supplement, dated as of February 20, 2019, between Issuer and the Indenture Trustee
 6. Series 2019-B issued pursuant to that certain Indenture Supplement, dated as of June 26, 2019, between Issuer and the Indenture Trustee
 7. Series 2019-C issued pursuant to that certain Indenture Supplement, dated as of September 26, 2019, between Issuer and the Indenture Trustee
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**FIRST AMENDMENT TO
AMENDED AND RESTATED TRUST AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED TRUST AGREEMENT, dated as of May 25, 2021 (this “*Amendment*”), is made between WFN Credit Company, LLC, a Delaware limited liability company, as transferor (the “*Transferor*”), and Citicorp Trust Delaware, National Association (successor to U.S. Bank Trust National Association, successor to Chase Bank USA, National Association), a national banking association, as owner trustee (the “*Owner Trustee*”) of World Financial Network Credit Card Master Note Trust (the “*Trust*”) pursuant to that certain Amended and Restated Trust Agreement, dated as of August 1, 2001, between the Transferor and the Owner Trustee (the “*Trust Agreement*”). Capitalized terms used and not otherwise defined in this Amendment are used as defined in the Trust Agreement.

WHEREAS, the parties hereto are party to the Trust Agreement and desire to amend the Trust 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. Amendment to the Trust Agreement.

(a) Section 6.1 of the Trust Agreement is hereby modified to insert the following as a new subparagraph (d) following existing subparagraph (c):

(d) to the fullest extent permitted by law and notwithstanding anything in this Agreement to the contrary, the Owner Trustee shall not be personally liable for (x) special, consequential or punitive damages, however styled, including lost profits or (y) the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which it holds the Trust’s securities or assets;

(b) Existing subparagraphs (d) through (h) of Section 6.1 of the Trust Agreement are hereby renumbered as subparagraphs (e) through (i).

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 10.1 of the Trust Agreement are satisfied.

SECTION 3. Amendment to Certificate of Trust. The Transferor hereby consents to the filing by the Owner Trustee of an amendment to the Certificate of Trust of the Trust with the Delaware Secretary of State on or about the date hereof in the form attached hereto as Exhibit A and waives any requirement of prior notice with respect thereto under Section 4.1 of the Trust Agreement.

First Amendment to A&R Trust Agreement

SECTION 4. Effect of Amendment; Ratification. (a) On and after the Effective Date, this Amendment shall be a part of the Trust Agreement and each reference in the Trust Agreement to “this Agreement” or “hereof,” “hereunder” or words of like import, and each reference in any other Transaction Document to the Trust Agreement shall mean and be a reference to the Trust Agreement as amended hereby.

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

SECTION 5. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS.

SECTION 6. Section Headings. Headings used herein are for convenience of reference only and shall not affect the meaning of this Amendment.

SECTION 7. 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

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

CITICORP TRUST DELAWARE,
NATIONAL
ASSOCIATION, as Owner Trustee

By: /s/ Jason Concavage
Name: Jason Concavage
Title: Senior Vice President

First Amendment to A&R Trust Agreement

EXHIBIT A

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF TRUST
OF
WORLD FINANCIAL NETWORK CREDIT CARD MASTER NOTE TRUST**

THIS Certificate of Amendment to the Certificate of Trust of World Financial Network Credit Card Master Note Trust (the "Trust"), is being duly executed and filed by the undersigned trustee to amend the Certificate of Trust of a statutory trust formed under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the "Act").

1. Name. The name of the Trust is World Financial Network Credit Card Master Note Trust.
2. Amendment. The Certificate of Trust of the Trust is hereby amended by changing the name and address of the trustee of the Trust with its principal place of business in the State of Delaware to Citicorp Trust Delaware, National Association, 20 Montchanin Road, Suite 180, Greenville, Delaware 19807.
3. Effective Date. This Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned trustee of the Trust has executed this Certificate of Amendment in accordance with Section 3811(a)(2) of the Act.

CITICORP TRUST DELAWARE,
NATIONAL
ASSOCIATION, not in its individual capacity
but
solely as trustee

By: _____
Name:
Title:
