

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)

February 28, 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: 333-208463 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 February 28, 2024, Comenity Bank (“Bank”) and Comenity Servicing LLC (“Servicer”) entered into the Third Amendment (“Third 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 Third Amendment is filed with this Form 8-K as Exhibit 99.1.

On February 29, 2024, Bank and Servicer entered into the Twenty-First Addendum to Appendix A (“Twenty-First Addendum”) to the Service Agreement. A copy of the Twenty-First 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>	Third Amendment to Fourth Amended and Restated Service Agreement
<u>Exhibit 99.2</u>	Twenty-First 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/ Wai Chung
Name: Wai Chung
Title: Treasurer

Dated: March 4, 2024

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

This Third Amendment (the “Third Amendment”) entered into February 28, 2024 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, Ohio 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. **Amendments.**

- a. **Section 1.2 Compensation by Bank for Services.** Section 1.2(c) is hereby deleted in its entirety and replaced with a new Section 1.2(c) as follows:

“(c) For purposes of calculating the number of Performance Standard failures in a certain Measuring Period, any Performance Standard for which a Performance Standard Report is not provided by Servicer by the fifth (5th) business day following the applicable Performance Report Deadline shall be deemed to have failed in the Measuring Period for which no Performance Standard Report was provided.”

- b. **Appendix A. Services and Performance Standards.** Bank and Servicer agree to amend the Performance Standards set forth in Appendix A to the Agreement, such that certain Performance Standards are hereby added as set forth in further detail in Exhibit A attached hereto.

2. **Effective Date.** The Parties agree that the changes set forth in this Amendment shall be effective on March 1, 2024 (the “Third 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, 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.

[Signature page follows]

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized officers effective as set forth 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

Third Amendment to
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. Additions. Set forth below are an additional Service to existing Services and additional Performance Standards to existing Performance Standards, all of which shall be incorporated into Appendix A to the Agreement.

Service	Performance Standard	Measuring Period	Amended/ Added
Source to Settle <ul style="list-style-type: none"> • Processing of invoices, Purchasing Card/Travel Card approved by SODA, as evidenced by Accounts Payable Month-end Close. • Monitor invoice entries are recorded and posted. • Ensure appropriate visibility into Bank spending prior to payment through eligible contract approvals for purchase orders and requisitions. • Category Management including fiduciary services for major purchases. 	N/A	N/A	Added Service Description
	Accounts Payable activity is loaded into the General Ledger within 3 business days of month-end.	M	Added
	65% of eligible contracts approved for purchase order.	M	Added
	Provide monthly operational efficiency improvement reporting to Executive Leadership team.	M	Added

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

**TWENTY-FIRST ADDENDUM TO APPENDIX A OF
FOURTH AMENDED AND RESTATED SERVICE AGREEMENT**

This Twenty-First Addendum to Appendix A of that certain Fourth Amended and Restated Service Agreement (the "Addendum") is entered into as of this 29th day of February, 2024, by and between Comenity Bank ("Bank"), a Delaware state bank, with its principal place of business at One Righter Parkway, Suite 100, Wilmington, DE 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 1st, 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 certain Performance Standards are hereby amended or added as set forth in further detail in Exhibit A hereto.

2. **Effective Date:** The amendments and additions 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.

Twenty-First 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

Twenty-First 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. Additions. Set forth below are additional Performance Standards to existing Performance Standards, all of which shall be incorporated into Appendix A to the Agreement.

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

Service	Performance Standard	Measuring Period	Amended/ Added
	Maintain 99.5% availability of Storage System	M	Added
<p>Information Technology Services/Outsourcing</p> <ul style="list-style-type: none"> • Provide Information Technology services, platform, network, including telecommunications through a secure environment, which can be outsourced to third and fourth parties, including but not limited to: <ul style="list-style-type: none"> • Timely Incident Restoration. • Unix/Linux Server Availability. • Windows Server Availability. • Mainframe Availability. • Critical Application Availability. • Data/Voice Connectivity Availability. • Stability of Integration Hub API's Supporting Critical Applications. • Implementation of Critical Security Updates/Patches. • Completion of Critical Batches. • Authorizations. • Account maintenance through self-service or Care Center Associate. • Other IT services as needed. • Provide IT Quality services as listed below: <ul style="list-style-type: none"> • Provide management of production defects. • Maintain tracking of Critical and High defects. • Maintain listing of critical applications supporting the Bank(s). • Maintain oversight of critical application performance. • Provide monitoring of IT fixes implemented. • Other IT Quality Services, as requested. 	Maintain 99.9% availability of SQL	M	Added

SECTION II: SERVICES AND PERFORMANCE STANDARDS APPLICABLE TO REVOLVING CREDIT CARDS

2. **Amendments and Additions.** Set forth below are additional Performance Standards to existing Performance Standards and revisions to existing Performance Standards and an existing Service Description, all of which shall be incorporated into Appendix A to the Agreement.

Service	Performance Standard	Measuring Period	Amended/ Added
<p>Customer Service</p> <ul style="list-style-type: none"> • Process all customer inquiries (received via telephone/mail/fax/electronic), including a toll free customer inquiry number. • Respond to billing inquiries, account disputes and adjustments, billing error resolution, provision of duplicate copies of billing documentation (as requested). • Serve as a liaison between customers and clients for communication of product/service disputes. • Provide call resolution support. • Timely fulfillment of Gift Card, eCertificate, Merchandise orders. • Timely posting of non-monetary transactions. 	<p>Respond to written Cardholder inquiries (email), response requirements are as follows:</p> <ul style="list-style-type: none"> • 90% within 4 Business Days. • 100% within 8 Business Days. • 100% within regulatory timelines, as applicable. 	<p>M</p>	<p>Amended</p>

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

<p>Payment Processing</p> <ul style="list-style-type: none"> • Provide secure payment processing for ACH payment types, including, but not limited to Remittance (ARC). • Include payment exception item processing and deposit of funds into Bank specified account(s). • Report action taken on returned payments. • Ensure timeliness and accuracy of payment processing/encoding. • Ensure accuracy of daily payment files resulting in credits, posting. • Ensure availability of payment processing systems maintained. 	N/A	N/A	Amended Service Description
	99% of Payments received via Overnight Delivery service by 2 am local time will be processed same day (subject to Company transmission deadline).	M	Added
	No greater than 4 Encoding Errors per 100,000 payments made by DELUXE for a dollar or greater in which the intended amount on the check was clear (i.e. payment deposited to the wrong customer account when clearly identified or able to determine within parameters provided, providing duplicate images to the Financial Institution, etc.).	M	Added
	No more than one DELUXE error per quarter where Company did not receive a credited transmission on a given day or sent duplicate file that caused duplicate posting to Company's system.	M	Added
	Maintain 99.6% availability of complete Image Online system during the defined days and hours: Monday – Friday during hours between 7:00 a.m. CST and 7:00p.m. CST.	M	Added