MGP PRIVATE CREDIT FUND PARTNER PROGRAM

Consulting Agreement

Manhattan Global Partners LLC, together with its subsidiary MGP Private Credit Fund

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into effective as of _____ (the "Effective Date"), by and between Manhattan Global Partners LLC, One World Trade Center, Suite 8500, New York, New York 10007, together with its subsidiary, MGP Private Credit Fund (together, the "Company"), and _____, a _____ organized under the laws of _____, with its principal place of business at _____ (the "Consultant").

Hereinafter, the Consultant and the Company are sometimes referred to together as the "Parties" and individually as a "Party." In consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Consultant Services

1.1 Scope of Services. The Consultant agrees to provide marketing and business development services to the Company (the "Services"). The Services consist of:

(a) presenting the Company's real estate loan programs and business factoring programs to real estate investors, business owners and other professionals, using materials supplied or approved in writing by the Company;

(b) introducing to the Company real estate investors who may wish to obtain a business-purpose loan, and businesses that may wish to sell their accounts receivable through the Company's business factoring programs (each, a "Prospect");

(c) helping a Prospect gather and deliver the information and documents the Company requests;

(d) relaying to a Prospect the status updates the Company provides; and

(e) taking part in the training the Company offers on its loan and factoring programs.

1.2 Limits on Services. The Services expressly exclude any activity or function that is traditionally performed by a broker or a lender. The Consultant is not an agent of the Company or of any Prospect and is not authorized to make any representation, contract or commitment on behalf of the Company. In particular, but not as exhaustive prohibitions, the Consultant shall not:

(a) negotiate, offer or quote the rate, fees or other terms of any loan or factoring facility;

(b) take a loan or factoring application, or collect any application fee or other fee, from a Prospect;

(c) state or imply that the Consultant is the lender, or that a loan or factoring facility has been or will be approved;

(d) advise a Prospect on whether to accept a loan or factoring facility or on its terms;

(e) receive or hold any funds of a Prospect or of the Company;

(f) charge a Prospect any fee for an introduction to the Company; or

(g) distribute any description of the Company's loan or factoring programs other than materials supplied or approved in writing by the Company.

1.3 Performance of Services. The Consultant shall provide the Services (a) in accordance with this Agreement and all applicable laws; (b) with due care, skill and diligence; (c) with due expedition and without delay; (d) in a proper and professional manner, in accordance with best industry practice; and (e) in accordance with the Company's reasonable instructions and requirements.

1.4 Business-Purpose Transactions Only. The Consultant shall introduce only Prospects that (a) for real estate financing, are, or will borrow through, a business entity and seek a loan for investment purposes secured by property that neither the Prospect nor any member of the Prospect's family will occupy, located in a state where the Company lends as set out in Schedule B; or (b) for business factoring, are businesses that invoice other businesses or government agencies.

1.5 Registration. A Prospect is registered when the Company confirms the introduction in writing. The Company may decline to register a Prospect with whom it is already in contact or who was first introduced by another party, and will tell the Consultant promptly if it does so.

1.6 No Obligation to Lend. The Company may accept or decline any Prospect, loan or factoring facility in its sole discretion.

2. Compensation

2.1 Consulting Fee. As compensation for the Services, for each real estate loan that closes and funds, and each business factoring facility that closes and makes its first funding, for a registered Prospect (each, a "Funded Transaction"), the Company will pay the Consultant a fixed fee in United States dollars (the "Consulting Fee"). The amount of the Consulting Fee for each Funded Transaction is the amount stated in the confirmation the Company issues before closing, through the partner portal or in writing (a "Fee Confirmation"), and shall fall within the range shown in Schedule A for the amount of that Funded Transaction. A loan or factoring facility is a Funded Transaction whether the lender or factor named on its closing documents is MGP Private Credit Fund, Manhattan Global Partners, Zaid Khan Investments, another subsidiary or affiliated company of the Company, or a licensed lending or factoring company of the Company's capital market partners.

2.2 Payment. The Consulting Fee is paid by the Company from its own funds. It is not a charge to the Prospect and shall not appear as a broker fee on any closing statement. The Consulting Fee shall be payable in United States dollars by wire transfer, or by any other method mutually agreed by the parties, within thirty (30) days after the Funded Transaction funds.

2.3 Conditions. No Consulting Fee is earned on a loan or factoring facility that does not fund, or on a transaction with a person who was not a registered Prospect. If a Funded Transaction is rescinded, or was obtained through fraud or misrepresentation in which the Consultant took part or of which the Consultant knew, the Consultant shall return the Consulting Fee on demand.

2.4 Protected Introductions. If a registered Prospect obtains a Funded Transaction within twelve (12) months after the date of registration, the Consultant shall be entitled to the Consulting Fee for that Funded Transaction, whether

or not this Agreement has by then been terminated, unless the Company terminated this Agreement for the Consultant's breach. The Company shall not go around the Consultant to avoid a Consulting Fee on a registered Prospect.

2.5 Lawful Payment. The Company shall not be required to pay any Consulting Fee the payment or receipt of which would violate applicable law.

2.6 Expenses. Any expenses reasonably incurred on behalf of the Company by the Consultant during the term of this Agreement must be approved by the Company in advance. The Company shall reimburse approved expenses upon presentation of appropriate receipts.

3. Licensing and Compliance

3.1 Licenses. The Consultant represents that the Consultant holds, and will maintain, every license and registration that applicable law requires for the Consultant's activities under this Agreement and for the receipt of the Consulting Fee. Where the law of a state requires a license to receive compensation in connection with a loan secured by real estate, the Consultant shall hold that license before making an introduction for property in that state.

3.2 Employer and Broker Consent. If the Consultant is licensed under, employed by or sponsored by another firm, the Consultant represents that the Consultant is permitted to enter into this Agreement and to receive the Consulting Fee, and has obtained any consent that firm requires.

3.3 Conduct. The Consultant shall comply with all applicable laws, including fair lending, privacy, anti-money-laundering and anti-corruption laws, and shall not make any false or misleading statement to a Prospect.

3.4 Screening. The Consultant consents to identity, background and sanctions screening by the Company.

4. Confidentiality

4.1 Confidential Information. The Consultant understands that "Confidential Information" means any proprietary or confidential information of the Company (together with its affiliates and subsidiaries) disclosed by the Company to the Consultant, in whatever form provided, whether or not such information is identified as Confidential Information. Confidential Information includes, without limitation, the Company's business plans, intellectual property, know-how, processes, products, business operations, partner and customer lists, pricing and profitability information, sales and marketing plans, financial information, and other information of business importance to the Company. Confidential Information shall not include any information that (i) is or becomes publicly available other than through a breach of this Agreement by the Consultant; (ii) the Consultant can show it already knew or had possession of at the time of disclosure; (iii) is lawfully received by the Consultant from a third party without misappropriation or breach of this Agreement or any other agreement; (iv) is independently developed by or for the Consultant by persons who have not had access to any Confidential Information; or (v) the Consultant has received written permission from the Company to disclose.

4.2 Non-Disclosure. The Consultant (i) shall not disclose or distribute Confidential Information to any third party unless that third party has a valid need to know and agrees to maintain its confidentiality under a written confidentiality agreement approved in each instance by the Company; (ii) shall not use Confidential Information except as reasonably necessary to perform its obligations under this Agreement; and (iii) shall, upon request of the

Company, promptly return or destroy all copies of Confidential Information and provide a written certification of destruction. The Consultant shall exercise the same degree of care in protecting the Company's Confidential Information as it uses in protecting its own, but no less than a reasonable standard of care. The Consultant shall protect the Confidential Information indefinitely and in accordance with applicable law. In the event of a breach of this Article, the Company shall be entitled to pursue all available equitable remedies in addition to legal remedies.

4.3 Investors and Capital Market Partners. The identity of the Company's investors, capital market partners, lending affiliates, underwriters and vendors is Confidential Information. During the term of this Agreement and for twelve (12) months after it ends, the Consultant shall not, without the Company's prior written consent, seek to identify, contact or do business with any of them in connection with loans or factoring of the kind described in this Agreement.

4.4 Compliance with Law. Nothing contained herein will prevent the Consultant from complying with applicable law, regulation or court order, provided that prior to any required disclosure, notice will be provided to the Company as soon as possible, and in no event less than five (5) days before disclosure. The Consultant shall disclose only such information as is required and shall use commercially reasonable efforts to obtain confidential treatment for it.

5. Proprietary Rights

5.1 Intellectual Property. All ownership, right and title in the intellectual property of the Company, including without limitation any copyrights, trademarks, service marks, trade secrets, know-how, trade names, logos, corporate names and domain names, together with all associated goodwill (collectively, "Intellectual Property Rights"), shall belong to the Company. Nothing in this Agreement grants the Consultant any title, ownership right or license in any Intellectual Property Rights. The Consultant may use the Company's name, logo and materials only as authorized by the Company in writing.

5.2 Work Made for Hire. All electronic files, data, media and other work product developed by the Consultant on the Company's behalf, or developed using the Company's Confidential Information (collectively, "Work Product"), are and shall be the sole and exclusive property of the Company. The Consultant agrees that the Work Product is specially ordered or commissioned by the Company and constitutes work made for hire under 17 U.S.C. § 101. To the extent that any Work Product is not work made for hire, the Consultant hereby assigns to the Company all right, title and interest worldwide in and to that Work Product.

5.3 Materials. All materials provided by the Company for the performance of the Services, including documents, data, electronic files and lists, are the property of the Company and shall be returned by the Consultant promptly at the Company's request, and in any event upon expiration or termination of this Agreement.

6. No Solicitation; No Circumvention; No Poaching

6.1 No Solicitation. During the term of this Agreement and for twelve (12) months thereafter, the Consultant shall not contact any customer of the Company in order to (i) divert to another lender or factor a loan or factoring facility that the Company is considering or has approved; (ii) disrupt or interfere with any business relationship between the Company and any of its customers or potential customers; or (iii) induce any customer to modify or terminate its business relationship with the Company. "Customer" means any person or entity that the Consultant knows to be a customer of the Company.

6.2 No Circumvention. For twelve (12) months after the termination or expiration of this Agreement, the Consultant will not enter into any agreement, transaction or arrangement for the purpose of circumventing the Company and preventing it from realizing a profit or fee. If such circumvention occurs, the Company shall be entitled to any and all commissions or fees relating to that transaction.

6.3 The Consultant's Own Business. Nothing in this Article restricts the Consultant's own real estate, mortgage or advisory business with any person, including a Prospect the Consultant introduced. The Consultant's clients remain the Consultant's clients.

6.4 No Poaching. For the term of this Agreement and for twelve (12) months thereafter, without the prior written consent of the other party, neither party shall directly or indirectly solicit or entice away from the employment of the other party any person employed by that party (or so employed in the preceding six (6) months), whether in person, in writing or through social media. This Section shall not apply to unsolicited responses to general recruitment advertising.

7. Term and Termination

7.1 Term. This Agreement shall commence as of the Effective Date and shall continue until terminated as provided in this Agreement (the "Term").

7.2 Termination. This Agreement may be terminated for any reason or no reason by either Party at any time by providing fourteen (14) days' notice to the other Party. The Company may also terminate this Agreement for a breach by the Consultant if the Consultant has not cured the breach within five (5) days of receiving notice of it.

7.3 Survival. Sections 2.3 and 2.4 and Articles 4, 5, 6, 10, 11, 12 and 13 survive the termination of this Agreement.

8. Independent Contractor

8.1 The Consultant's relationship with the Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. The Consultant is a business entity contracting on its own behalf, and all Consulting Fees are paid to that entity and not to any individual. The Consultant and the Consultant's employees will not be entitled to any of the benefits that the Company may make available to its employees. The Company will not withhold or make payments for social security, unemployment insurance or disability insurance, or obtain workers' compensation insurance, on behalf of the Consultant. The Consultant is solely responsible for all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the Services and the Consulting Fees. The Company will report the amounts paid to the Consultant on Form 1099 where the law requires, and the Consultant shall provide its legal name and taxpayer identification number on Form W-9 before any Consulting Fee is paid.

9. Representations and Warranties

9.1 The Consultant represents and warrants that: (a) the Services will be performed in a professional manner and in accordance with industry standards; (b) the Consultant has the right and unrestricted ability to enter into and perform this Agreement; (c) the Consultant will comply with all applicable federal, state and local laws, including

laws governing the payment of taxes; and (d) the Consultant is an independently established business that maintains its own operations, separate and independent from the Company's business, and holds itself out to the public as available to provide services similar to the Services.

10. Indemnification

10.1 The Consultant shall indemnify, defend and hold the Company, its subsidiaries, members, directors, officers, employees and representatives harmless from and against any and all third party claims, damages, liabilities, costs and expenses (collectively, a "Claim"), including reasonable attorneys' fees, arising out of the Consultant's: (a) negligent acts or omissions or willful misconduct in the performance of this Agreement; (b) failure to perform its obligations under this Agreement; (c) infringement of the intellectual property rights or any other rights of a third party; and (d) violation of applicable law. The Consultant will not be responsible for indemnifying the Company where the basis of the Claim arises out of the Company's own negligence or willful misconduct.

11. Limitation of Liability

11.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. Arbitration

12.1 The Consultant and the Company agree that any dispute or controversy in connection with this Agreement, including its interpretation, will be conclusively settled by arbitration (the "Arbitration") in accordance with the Commercial Arbitration Rules of the American Arbitration Association as amended from time to time. The Arbitration will be conducted in New York County, New York before a single arbitrator mutually agreeable to the Parties (the "Arbitrator"). The Arbitrator shall have the power to award costs. Nothing in this clause prohibits the Company from seeking injunctive relief in the New York courts. The decision of the Arbitrator shall be final and binding and without any right of appeal. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY AGREEING TO ARBITRATE, THEY ARE IRREVOCABLY AND UNCONDITIONALLY WAIVING ANY RIGHT TO BRING AN ACTION AGAINST THE OTHER IN A COURT OF LAW AND ARE WAIVING THE RIGHT TO HAVE CLAIMS AND DAMAGES, IF ANY, DETERMINED BY A JURY.

13. General Provisions

13.1 Entire Agreement. This Agreement, with its Schedules, contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning its subject matter. This Agreement supersedes any prior written or oral agreements between the Parties.

13.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision is invalid or unenforceable, but that by limiting the provision it would become valid and enforceable, then the provision will be deemed to be written, construed and enforced as so limited.

13.3 Notices. Any notice required or permitted under this Agreement shall be sufficient if in writing and sent by personal delivery, by a nationally recognized overnight courier, or by first class or certified mail to the addresses provided by the Parties on the signature page, or by email with confirmation of receipt. Notices shall be effective when actually received.

13.4 Waiver. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13.5 No Third-Party Beneficiaries. Except as otherwise provided, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

13.6 Successors and Assigns. This Agreement may not be assigned by the Consultant without the prior written consent of the Company. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

13.7 Headings; Construction. The section and other headings contained in this Agreement are for reference purposes only and shall not affect its meaning or interpretation. This Agreement shall be deemed to be the product of both Parties, and no ambiguity shall be construed in favor of or against either of them.

13.8 Amendments. This Agreement may be modified or amended only in a writing signed by both Parties. A Fee Confirmation issued by the Company does not amend this Agreement.

13.9 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its body of law controlling conflict of laws. Subject to Article 12, any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in New York County, New York, and the Parties irrevocably consent to personal jurisdiction and venue there.

13.10 Counterparts. This Agreement may be executed by the Parties in two or more counterparts, and by PDF or similar means of electronic delivery, and all such counterparts together shall constitute one and the same instrument.

13.11 No Offer of Securities or Employment. This Agreement is not an offer of employment and is not an offer to sell, or a solicitation of an offer to buy, any security or fund interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above written.

CONSULTANT

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

COMPANY: MANHATTAN GLOBAL PARTNERS LLC

SIGNATURE Zaid Khan

NAME Zaid Khan

TITLE Managing Partner

DATE November 14, 2026

SCHEDULE A

Fee Schedule

The Consulting Fee for each Funded Transaction is a fixed dollar amount. It is set out in the Fee Confirmation for that transaction and falls within the range shown below for the amount of the Funded Transaction.

FUNDED TRANSACTION AMOUNT	CONSULTING FEE FROM	CONSULTING FEE UP TO
$100,000	$1,000	$3,000
$500,000	$5,000	$15,000
$1,000,000	$10,000	$30,000
$2,000,000	$20,000	$60,000
$3,000,000	$30,000	$90,000
$4,000,000	$40,000	$120,000
$5,000,000	$50,000	$150,000
$6,000,000	$60,000	$180,000
$7,000,000	$70,000	$210,000
$8,000,000	$80,000	$240,000
$9,000,000	$90,000	$270,000
$10,000,000	$100,000	$300,000

1. A Funded Transaction whose amount falls between two amounts shown uses the row for the lower amount.
2. The minimum Funded Transaction is $100,000. For a Funded Transaction of more than $10,000,000, including a business factoring facility of up to $30,000,000, the Consulting Fee is the amount stated in the Fee Confirmation.
3. The same schedule applies to real estate financing and to business factoring. For business factoring, the amount of the Funded Transaction is the approved facility amount.
4. The Company sets the amount within the range by reference to the program and the pricing of the Funded Transaction, and confirms it through the partner portal or in writing before closing.
5. The Consulting Fee is payable only on a Funded Transaction. The amounts shown are not a guarantee of income.

SCHEDULE B

Where We Lend

Real estate financing. The Company provides real estate financing for property located in the following 39 states and the District of Columbia:

> Alabama, Alaska, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the District of Columbia.

Not available. The Company does not provide real estate financing for property located in Arizona, California, Idaho, Minnesota, Nevada, North Carolina, North Dakota, Oregon, South Dakota, Utah or Vermont. The Consultant shall not introduce a Prospect for real estate financing on property located in those states.

Business factoring. Business factoring is available to businesses that invoice other businesses or government agencies, subject to underwriting and approval.

Updates. The Company may update this Schedule by written notice to the Consultant, including through the partner portal.