MGP PRIVATE CREDIT FUND PARTNER PROGRAM

Finder's Fee Agreement

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

This Finder's Fee Agreement (this "Agreement") is dated as of _____ (the "Effective Date") and is entered into by and between Manhattan Global Partners LLC, with offices at 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 "Finder").

Witnesseth

WHEREAS, the Company operates a private credit fund, MGP Private Credit Fund, that provides business-purpose loans, funded by its investors and capital market partners, to companies that invest in residential real estate, and business factoring to companies that invoice other businesses or government agencies;

WHEREAS, the Finder has existing business or personal relationships with real estate investors and business owners who may wish to obtain such a loan or such factoring (each, a "Prospect"); and

WHEREAS, the Company has agreed to compensate the Finder for introducing Prospects to the Company (each, an "Introduction") on the terms set out below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

Article 1. Duties and Limits

1.1 Introductions. The Finder may, from time to time, introduce Prospects to the Company by sending the Company the Prospect's name and contact details and a description of the property or the business and the transaction, in the manner the Company specifies.

1.2 Limited Role. The Finder's duties under this Agreement are limited to making Introductions, and expressly exclude any activity or function that is traditionally performed by a broker or a lender. The Finder is not an agent of the Company or of any Prospect and has no authority to bind the Company. In particular, but not as exhaustive prohibitions, the Finder 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 Finder 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 Business-Purpose Transactions Only. The Finder 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.

1.4 Registration. An Introduction is registered when the Company confirms it 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 Finder promptly if it does so.

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

Article 2. Finder's Fee

2.1 Fee. 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 shall pay the Finder a fixed fee in United States dollars (the "Fee"). The amount of the 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 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 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 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 Finder took part or of which the Finder knew, the Finder shall return the 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 Finder shall be entitled to the Fee for that Funded Transaction, whether or not this Agreement has by then been terminated, unless the Company terminated this Agreement for the Finder's breach. The Company shall not go around the Finder to avoid a Fee on a registered Prospect.

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

Article 3. Licensing and Compliance

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

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

3.3 Conduct. The Finder 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 Finder consents to identity, background and sanctions screening by the Company.

Article 4. Term and Termination

4.1 Term. This Agreement begins on the Effective Date and continues until it is terminated.

4.2 Termination. This Agreement may be terminated by either party, at any time and for any reason, by providing ten (10) days' written notice to the other party.

4.3 Payment After Termination. Subject to Section 2.4, the Company shall pay all Fees earned pursuant to this Agreement to the Finder, notwithstanding the termination of this Agreement.

Article 5. Confidentiality and Reasonable Efforts

5.1 Reasonable Efforts. The Finder shall use reasonable, good faith efforts in making Introductions and shall devote the time the Finder deems necessary to doing so.

5.2 Non-Exclusivity. This Agreement is non-exclusive. The Company may retain the services of any number of other finders, consultants and brokers, and the Finder remains free to carry on the Finder's own business.

5.3 Confidential Information. The Finder 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 Finder, 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 Finder; (ii) the Finder can show it already knew or had possession of at the time of disclosure; (iii) is lawfully received by the Finder from a third party without misappropriation or breach of this Agreement or any other agreement; (iv) is independently developed by or for the Finder by persons who have not had access to any Confidential Information; or (v) the Finder has received written permission from the Company to disclose.

5.4 Non-Disclosure. The Finder (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 Finder 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 Finder 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.

5.5 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 Finder 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.

5.6 Compliance with Law. Nothing contained herein will prevent the Finder 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 Finder shall disclose only such information as is required and shall use commercially reasonable efforts to obtain confidential treatment for it.

5.7 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.

Article 6. Indemnification; Limitation of Liability

6.1 Indemnification. The Finder 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 Finder'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 Finder 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.

6.2 Limitation of Liability. IN NO EVENT WILL THE COMPANY BE LIABLE TO THE FINDER 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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ANY CLAIM FOR DAMAGES BY THE FINDER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY THE COMPANY TO THE FINDER.

Article 7. General Provisions

7.1 Further Assurances. Each party agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

7.2 Severability. If any provision of this Agreement, or any portion of it, is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining provisions shall not be affected, and in place of that provision there shall be added a legal, enforceable and valid provision as similar in scope and effect as is necessary to carry out the results intended.

7.3 Construction; Headings. Whenever used herein, the singular shall include the plural and the plural the singular. The headings contained in this Agreement are for reference only and shall not limit or otherwise affect the meaning of any provision.

7.4 Court Costs and Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover costs of court and reasonable attorneys' fees from the other party, in addition to any other relief that may be awarded.

7.5 Assignment. The Finder may not assign this Agreement without the Company's prior written consent. Subject to that restriction, this Agreement shall inure to the benefit of, and be binding on, the successors and permitted assigns of each party.

7.6 Waivers. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound, and then only to the extent specified. No waiver shall be construed as a waiver of any other provision or as a future waiver of the same provision.

7.7 Amendment. This Agreement may be amended only by a written instrument signed by both parties. A Fee Confirmation issued by the Company does not amend this Agreement.

7.8 Entire Agreement. This Agreement, with its Schedules, contains the entire understanding between the parties concerning its subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to that subject matter that are not fully expressed herein.

7.9 Authority. Each party represents and warrants to the other that it has full power and capacity to execute, deliver and perform this Agreement, and that this Agreement is its valid and binding obligation, enforceable in accordance with its terms.

7.10 Independent Contractor Status. The Finder is retained in the capacity of an independent contractor and not as an employee or agent of the Company. Nothing in this Agreement creates any partnership, joint venture or other affiliation that would permit the Finder to bind the Company or would make the Company liable for any action of the Finder. The Finder shall not represent to any third party that its engagement by the Company is in any capacity other than as an independent contractor.

7.11 Business to Business. The Finder is a business entity contracting on its own behalf. All Fees are paid to the Finder entity named in this Agreement and not to any individual. The Finder is solely responsible for compensating its own owners, employees and contractors.

7.12 Taxes. The Finder is responsible for all taxes on the Fees. The Company will report the Fees on Form 1099 where the law requires, and the Finder shall provide its legal name and taxpayer identification number on Form W-9 before any Fee is paid.

7.13 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, when sent by a nationally recognized overnight courier, or when sent by registered or certified mail, postage prepaid, to the address of the party set out in this Agreement, or by email with confirmation of receipt.

7.14 Governing Law; Venue. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. VENUE FOR ANY ACTION BROUGHT HEREUNDER SHALL BE PROPER ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK.

7.15 Counterparts. This Agreement may be executed in counterparts, including by electronic signature or PDF, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7.16 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 to this Agreement have set their respective hands hereto as of the date first written above.

FINDER

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 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	FEE FROM	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 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 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 Finder 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 Finder, including through the partner portal.