
**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): June 13, 2024

Fidelity Private Credit Fund

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

814-01571
(Commission File Number)

88-6585799
(IRS Employer
Identification No.)

245 Summer Street
Boston, Massachusetts
(Address of Principal Executive Offices)

02210
(Zip Code)

Registrant's Telephone Number, Including Area Code: (617) 563-7000

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 Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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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 June 13, 2024, Fidelity Private Credit Fund (the “Fund”) entered into a commitment increase agreement (the “Commitment Increase Agreement”) among the Fund, each of the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, pursuant to the Fund’s Senior Secured Revolving Credit Agreement, dated as of March 17, 2023 (as modified by the Commitment Increase Agreement, the “Credit Agreement”), among the Fund, as borrower, each of the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent. The Commitment Increase Agreement provides for an increase in the aggregate commitments of the lenders under the Credit Agreement from \$460,000,000 to \$500,000,000.

The foregoing description is only a summary of the material provisions of the Commitment Increase Agreement and is qualified in its entirety by reference to copies of the Commitment Increase Agreement, which are filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Commitment Increase Agreement.

Item 2.03 Creation of Direct Financial Obligation

The information included under Item 1.01 above regarding the Commitment Increase Agreement and the Credit Agreement is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit Number	Description
10.1	Commitment Increase Agreement, dated as of June 13, 2024, by and among Fidelity Private Credit Fund, as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Schedules to this Exhibit have been omitted in accordance with Item 601 of Regulation S-K. The registrant agrees to furnish supplementally a copy of all omitted schedules to the SEC upon its request.

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.

Fidelity Private Credit Fund

Date: June 18, 2024

By: /s/ Heather Bonner

Name: Heather Bonner

Title: President and Treasurer

COMMITMENT INCREASE AGREEMENT

June 13, 2024

JPMorgan Chase Bank, N.A., as
Administrative Agent

500 Stanton Christiana Road
NCC 5, Floor 1
Newark, DE 19713-2107
Attention: Thomas Trullinger
Attention: Christopher Draper

Ladies and Gentlemen:

We refer to the Senior Secured Revolving Credit Agreement dated as of March 17, 2023 (as amended by that certain Amendment No.1 dated as of December 29, 2023 and as further amended, modified or supplemented from time to time, the “Credit Agreement”; the terms defined therein being used herein as therein defined) among Fidelity Private Credit Fund (the “Borrower”), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent for said Lenders. You have advised us that the Borrower has requested in a letter dated June 13, 2024 (the “Increase Request”) from the Borrower to the Administrative Agent that the aggregate amount of the Commitments be increased on the terms and subject to the conditions set forth herein.

A. Commitment Increase. Pursuant to Section 2.08(e) of the Credit Agreement, BNP Paribas (“BNPP”) and Citibank, N.A. (“Citi” and, together with BNPP, the “Increasing Lenders”), hereby agree to make additional Commitments in the amount set forth opposite the name of each Increasing Lender in Schedule I hereto pursuant to the instruction of the Administrative Agent, such additional Commitments to be effective as of the Increase Date (as defined in the Increase Request); provided that the Administrative Agent shall have received a duly executed officer’s certificate from the Borrower, dated the Increase Date, in substantially the form of Exhibit I hereto.

B. Confirmation of Increasing Lenders. Each Increasing Lender agrees that, from and after the Increase Date, its additional Commitment, set forth in Schedule I hereto, shall be included in its Commitment and be governed for all purposes by the Credit Agreement and the other Loan Documents.

EXECUTION VERSION

C. Counterparts. This Commitment Increase Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Commitment Increase Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures (including, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform) or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

D. Governing Law. This Commitment Increase Agreement shall be construed in accordance with and governed by the law of the State of New York. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein by reference *mutatis mutandis*.

Very truly yours,

INCREASING LENDER

BNP PARIBAS

By: /s/ Joanna Leathers

Name: Joanna Leathers

Title: Managing Director

By: /s/ Cassandra Stockall

Name: Cassandra Stockall

Title: Vice President

INCREASING LENDER

CITIBANK, N.A.

By: /s/ Robert Chesley

Name: Robert Chesley

Title: Vice President & Managing
Director

Accepted and agreed:

FIDELITY PRIVATE CREDIT FUND

By: /s/ Robert Gannon

Name: Robert Gannon

Title: Vice President

Acknowledged and consented to:
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: /s/ Kevin Faber
Name: Kevin Faber
Title: Vice President