

Introducer Compensation Understanding

Subject to Counsel Review and Final Documents

Michael Hoffman, Principal · June 2026

Date: ____

This short memorandum records the current business understanding among the parties regarding introducer compensation for the North Star Logistics Land Program.

This memorandum is not a final commission agreement, securities placement agreement, broker-dealer agreement, or investment contract. Any payment is subject to attorney review, full disclosure, applicable law, and final written transaction documents.

1. Parties

North Star Group, Inc. Michael Hoffman, CEO

Originating Introducer: Jey Smith / ____

Introducer: Hospi-Linc, LLC Elliott Murray, CEO

2. Protected Introduced Investors

A "Protected Introduced Investor" means an investor, capital source, customer, developer, operator, or strategic party first introduced to North Star by Hospi-Linc, Elliott Murray, Jey Smith, or through the documented introduction chain for the North Star Logistics Land Program.

Protected Introduced Investors should be identified by written record, including email, text, meeting invitation, written list, or introduction log.

3. First-Round Capital

"First-Round Capital" means capital actually accepted and closed by North Star, an approved project company, or an approved land-control entity for the first financing of the North Star Logistics Land Program or a first approved property-level transaction.

No fee is earned on capital that is discussed but not accepted, not closed, refunded, cancelled, or rejected.

4. Proposed Introducer Economics

The parties discussed total introducer compensation of up to **two percent (2%)** of accepted First-Round Capital from Protected Introduced Investors.

The expected allocation is:

Recipient	Proposed Share
Jey Smith / Originating Introducer	1.0%
Hospi-Linc, LLC / Elliott Murray	1.0%
Total Chain Compensation	2.0%

5. Conditions to Payment

No introducer compensation is payable unless all of the following occur:

1. the investor is a Protected Introduced Investor;
2. North Star or an approved project entity actually accepts and closes the capital;
3. the payment is fully disclosed to the necessary parties;
4. the payment is approved by counsel;
5. the payment is permitted under applicable securities, broker-dealer, real estate, tax, and other laws;
6. the final transaction documents authorize the payment.

If counsel determines that the proposed payment structure is not permitted, the parties will work in good faith to consider a lawful alternative structure.

6. No Securities Sales Authority

No introducer is authorized by this memorandum to sell securities, negotiate investment terms, bind North Star, hold investor funds, make investment recommendations, or act as a broker-dealer, investment adviser, agent, partner, or representative of North Star.

Any investor discussions, offering materials, subscription documents, investment documents, or final terms must be handled through North Star and its counsel.

7. Limits

The proposed compensation applies only to First-Round Capital from Protected Introduced Investors.

It does not apply to unrelated capital, future rounds, future projects, unrelated investors, public financing, grants, loans, or later portfolio transactions unless agreed in a separate signed writing.

8. Final Agreement Required

This memorandum records the current business understanding only. It does not create a final payment obligation until incorporated into a final written agreement approved by counsel and signed by the required parties.

Signatures / Acknowledgment

Acknowledged for discussion purposes only. This memorandum is not a final or binding agreement.

North Star Group, Inc.

By: ____ *Name: Michael Hoffman Title: CEO Date: _____*

Jey Smith / Originating Introducer

By: ____ *Name: ____ Date: _____*

Hospi-Linc, LLC

By: ____ *Name: Elliott Murray Title: CEO Date: _____*