

# SCHEDULE B

## SPONSOR CONSIDERATION NOTE

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**Issuer:** OPTKAS1-MAIN SPV, a Wyoming Special Purpose Vehicle

**Payee:** Unykorn 7777, Inc. ("Sponsor")

**Principal Amount:** USD \$[•]

**Issue Date:** [•]

**Maturity Date:** [24–36 months from Issue Date]

**Interest Rate:** [•]% per annum (PIK permitted)

### **1. PURPOSE AND CONSIDERATION**

This Sponsor Consideration Note (the "Note") is issued **in consideration for platform architecture, system design, engineering, deployment, testing, documentation, and delivery services already rendered** by Sponsor in connection with the OPTKAS sovereign financial platform (the "Platform").

The Parties acknowledge that the services underlying this Note have been **substantially performed**, and that this Note represents **deferred consideration for value delivered**, not a loan of cash.

### **2. NATURE OF OBLIGATION**

This Note constitutes a **valid, binding, and enforceable debt obligation** of the Issuer.

This Note:

- Is **not equity**
- Does **not** confer any ownership, voting, governance, or management rights
- Does **not** constitute a profit participation interest
- Does **not** depend on the success of any bond issuance or financing

### **3. INTEREST**

Interest shall accrue on the outstanding principal balance at the rate of **[•]% per annum**.

At Sponsor's election, interest may: accrue and be paid in kind ("PIK"), or be paid in cash at maturity or upon prepayment.

## **4. MATURITY AND PAYMENT**

The entire unpaid principal balance, together with all accrued interest, shall be **due and payable in full on the Maturity Date**, unless prepaid earlier in accordance with this Note. Payments shall be made in immediately available funds to an account designated by Sponsor.

## **5. PREPAYMENT**

Issuer may prepay this Note, in whole or in part, **at any time**, without penalty, unless otherwise agreed in writing.

## **6. SUBORDINATION**

This Note shall be **subordinate solely to senior bondholder obligations** issued by the Issuer in connection with investor bond programs, but **senior to all other unsecured obligations** of the Issuer unless expressly agreed otherwise.

For the avoidance of doubt: this Note does **not** prime investor collateral and does **not** have recourse to escrowed investor funds.

## **7. NON-INTERFERENCE WITH INVESTOR PROGRAM**

The Issuer represents that: payment obligations under this Note shall be satisfied from **operating revenues or general assets**, and this Note shall **not impair, encumber, or interfere** with any investor bond issuance, trust arrangement, or escrow.

## **8. ASSIGNMENT AND FINANCING RIGHTS**

Sponsor may **assign, pledge, finance, discount, or otherwise encumber** this Note, in whole or in part, **without the consent of the Issuer**, including for the purpose of obtaining third-party financing. Issuer agrees to provide reasonable confirmations or acknowledgments requested by Sponsor's financing counterparties.

## **9. EVENTS OF DEFAULT**

Each of the following constitutes an **Event of Default**:

1. Failure to pay principal or interest when due
2. Material breach of the Platform agreement by Issuer

3. Unauthorized termination or suspension of Sponsor's platform rights
4. Insolvency, dissolution, or assignment for the benefit of creditors

## **10. ACCELERATION**

Upon an Event of Default, Sponsor may declare **all outstanding principal and accrued interest immediately due and payable**, without notice or demand.

## **11. NO SETOFF**

Issuer shall not assert any setoff, counterclaim, or deduction against amounts owed under this Note.

## **12. GOVERNING LAW**

This Note shall be governed by and construed in accordance with the laws of the **State of Wyoming**, without regard to conflict-of-laws principles.

## **13. ENTIRE AGREEMENT**

This Note constitutes the entire agreement with respect to the subject matter hereof and may be amended only by a written instrument executed by both Parties.

## **SIGNATURES**

**ISSUER:** OPTKAS1-MAIN SPV

**By:**

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**Name:**

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**Title:**

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**Date:**

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**SPONSOR / PAYEE:** Unykorn 7777, Inc.

**By:**

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**Name:**

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**Title:**

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**Date:**

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This instrument is issued pursuant to the Strategic Infrastructure Execution Agreement and constitutes Schedule B thereof.

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