

# STRATEGIC INFRASTRUCTURE & EXECUTION AGREEMENT

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**Document Status:** EXECUTION READY | **Version:** 1.0

**Effective Date:** January 26, 2026

This Strategic Infrastructure & Execution Agreement (this "**Agreement**") is entered into as of **January 26, 2026** (the "**Effective Date**"), by and between:

**Unykorn 7777, Inc.**, a Wyoming corporation ("**Unykorn**"), and

**OPTKAS1-MAIN SPV**, a Wyoming Series LLC ("**SPV**").

Contact: jimmy@optkas.com

Unykorn and SPV may be referred to individually as a "**Party**" and collectively as the "**Parties**."

## 1. PURPOSE AND ROLE

### 1.1 Engagement

SPV hereby engages Unykorn as its **RWA Infrastructure & Blockchain Systems Partner** in connection with the structuring, tokenization architecture, verification systems, documentation, audit-readiness, and execution support of the financing and collateral program associated with the TC Advantage Traders 5% Secured Medium Term Notes and related credit facilities (the "**Transaction**").

### 1.2 Nature of Services

Unykorn specializes in **Real World Asset (RWA) infrastructure, blockchain-based verification and settlement systems, and institutional-grade documentation frameworks**. Unykorn's role includes:

- RWA structuring and tokenization architecture
- Blockchain-based chain-of-custody and attestation systems
- Smart contract design for automated settlement
- Lender-grade documentation and audit-trail infrastructure
- Verification frameworks and evidence preservation

Unykorn is not acting as: a broker-dealer, an investment adviser, a placement agent, a lender, or a fiduciary to investors or lenders.

## 2. SCOPE OF CONTRIBUTIONS

Unykorn has materially contributed and shall continue to contribute, as applicable:

CONTRIBUTION AREA	DESCRIPTION	STATUS
<b>RWA Structuring</b>	Asset classification, collateral mapping, tokenization architecture	✓ Complete
<b>Blockchain Infrastructure</b>	XRPL integration, attestation design, on-chain verification	✓ Complete
<b>Collateral Documentation</b>	Structuring and reconciliation of identifiers, STC verification	✓ Complete
<b>Borrowing Base Framework</b>	Development of haircut methodologies and advance rates	✓ Complete
<b>Lender Documentation</b>	Preparation of credit-committee-ready submission package	✓ Complete
<b>Chain of Custody</b>	Blockchain-based verification architecture and evidence frameworks	✓ Complete
<b>Snapshot &amp; Reporting</b>	Day-0 baseline, XRPL attestation, immutable audit trails	✓ Complete
<b>Smart Contract Settlement</b>	Design and implementation of automated payment rails	Ongoing
<b>Funding Coordination</b>	Support through funding and stabilization phases	Ongoing

The Parties acknowledge that Unykorn's RWA infrastructure and blockchain systems contributions are foundational to the Transaction's credit readiness, verifiability, and execution viability.

## 3. ECONOMIC PARTICIPATION

### 3.1 Participation Grant

In consideration of Unykorn's contributions, SPV hereby grants Unykorn an economic participation interest as set forth in **Exhibit A (Economic Participation Schedule)**, which is incorporated herein by reference.

### 3.2 Nature of Interest

The participation interest constitutes a contractual right to receive payments and does not convey equity ownership, voting rights, or control over SPV unless expressly stated in Exhibit A.

### 3.3 Survival

Unykorn's participation rights shall survive funding, repayment, refinancing, restructuring, or replacement of the Transaction.

## 4. SMART CONTRACT SETTLEMENT MECHANISM

### 4.1 Settlement Automation

The Parties may implement one or more smart contracts solely as automated settlement and distribution mechanisms to facilitate payment of amounts due to Unykorn under this Agreement.

### 4.2 Denomination and Obligation

All payment obligations owed to Unykorn under this Agreement are **denominated in United States Dollars (USD)**. Any use of stablecoins or other digital representations of value is for **settlement convenience only** and shall be deemed payment of the USD obligation at par at the time of settlement.

### 4.3 Legal Supremacy

The Parties agree that: this Agreement governs all legal rights and obligations; smart contracts are ministerial tools for execution only; on-chain execution constitutes performance, not formation, of obligations.

### 4.4 Fallback

In the event any digital settlement rail is unavailable, delayed, impaired, or commercially impracticable, SPV shall remit payment to Unykorn via wire transfer or ACH in USD within

five (5) business days of the applicable payment trigger.

#### **4.5 Settlement Architecture**

**Denomination:** United States Dollars (USD)

**Distribution Waterfall:**

1. Senior Debt Service (Lender)
2. Unykorn Participation (per Exhibit A election)
3. Operating Reserve
4. Residual to SPV Sponsor

**Settlement Rails:** Primary: Smart Contract (EVM/XRPL) — USDT at par. Fallback: Wire/ACH within 5 business days. Verification: Multisig (2-of-3).

Digital settlement = delivery method only. USD obligation survives any rail failure.

### **5. REPRESENTATIONS AND COVENANTS**

#### **5.1 Authority**

Each Party represents that it has full authority to enter into and perform this Agreement.

#### **5.2 Compliance**

Each Party shall perform its obligations in compliance with applicable laws and regulations.

#### **5.3 Non-Circumvention**

SPV shall not knowingly structure around Unykorn to avoid the economic participation granted herein for transactions substantially derived from Unykorn's work.

### **6. CONFIDENTIALITY**

Each Party shall maintain the confidentiality of non-public technical, commercial, and structural information exchanged in connection with this Agreement.

### **7. TERM AND TERMINATION**

#### **7.1 Term**

This Agreement shall commence on the Effective Date and continue for the life of the Transaction and any successor or replacement facilities.

**7.2 Termination**

Termination shall not affect accrued or surviving payment obligations.

**8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflicts-of-law principles.

**9. MISCELLANEOUS**

**9.1 Independent Contractors.** The Parties are independent contractors.

**9.2 Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement between the Parties.

**9.3 Amendments.** Any amendment must be in writing and signed by both Parties.

**9.4 Assignment.** Unykorn may assign, transfer, or participate its rights to payment under this Agreement to a third party with SPV's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

**9.5 Acknowledgment of Payment Direction.** SPV acknowledges that all payments due to Unykorn under this Agreement shall be directed to:

<b>Primary (Digital)</b>	XRPL Address: rnAF6Ki5sbmPZ4dTNCVzH5iyb9ScdSqyNr
<b>Fallback (Wire/ACH)</b>	Per wire instructions furnished by Unykorn in writing

SPV agrees that payment to the above-designated address(es) constitutes full discharge of the payment obligation.

**EXHIBITS**

The following exhibits are incorporated by reference and attached as separate documents:

- **Exhibit A:** Economic Participation Schedule
- **Exhibit B:** Smart Contract Settlement Specification

*See separate Signature Page for execution.*

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Confidential — Strategic Infrastructure & Execution Agreement — Document 1 of 5  
SHA-256 Hash: To be computed at execution