

# **SPONSOR NOTE ESTOPPEL CERTIFICATE AND ACKNOWLEDGMENT**

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**Date:** [•]

**From:** OPTKAS1-MAIN SPV, a Wyoming Special Purpose Vehicle (the "Issuer")

**To:** [Financing Counterparty Name] (the "Lender")

**Re:** Estoppel Certificate regarding Sponsor Consideration Note dated [•]  
issued to Unykorn 7777, Inc. (the "Payee")

In connection with the Lender's consideration of financing to be provided to the Payee secured by or related to the Note, the Issuer hereby certifies, acknowledges, and agrees as follows:

## **1. EXISTENCE AND VALIDITY**

The Note is a valid, binding, and enforceable obligation of the Issuer. The Note was duly authorized, executed, and delivered by the Issuer and constitutes a legal, valid, and binding obligation of the Issuer, enforceable in accordance with its terms.

## **2. OUTSTANDING BALANCE**

As of the date hereof:

<b>Original Principal</b>	\$[•]
<b>Current Outstanding Principal</b>	\$[•]
<b>Accrued and Unpaid Interest</b>	\$[•]
<b>Total Amount Due</b>	\$[•]
<b>Interest Rate</b>	[•]% per annum
<b>Maturity Date</b>	[•]

## **3. SERVICES DELIVERED**

OPTKAS1-MAIN SPV x Unykorn 7777, Inc. — Confidential — Document 5 of 5  
The Issuer acknowledges and confirms that:

- (a) The services underlying the Note have been **substantially performed** by the Payee;
- (b) The Note represents **deferred consideration for value already delivered**, including but not limited to: platform architecture, system engineering, multi-ledger integration, compliance automation, settlement infrastructure, institutional data room preparation, and legal documentation;
- (c) The Issuer has **accepted delivery** of such services and has no claim that the services are incomplete, defective, or unsatisfactory; and
- (d) The Note constitutes a **bona fide debt obligation** of the Issuer, not equity, not a profit participation interest, and not contingent on any bond issuance or investor proceeds.

## **4. NO OFFSETS, DEFENSES, OR COUNTERCLAIMS**

The Issuer represents and warrants that:

- (a) There are **no offsets, defenses, deductions, counterclaims, or credits** against any amount owed under the Note;
- (b) The Issuer has **no right of setoff** against amounts payable under the Note;
- (c) There are **no disputes** between the Issuer and the Payee regarding the Note or the services underlying it; and
- (d) The Issuer is **not aware of any facts or circumstances** that would constitute a defense to payment under the Note.

## **5. ASSIGNMENT PERMITTED**

- (a) The Payee may **assign, pledge, finance, discount, or otherwise encumber** the Note, in whole or in part, **without the consent of the Issuer**, including for the purpose of obtaining financing from the Lender;
- (b) The Issuer shall **recognize the Lender** (or its designee) as the holder of the Note or any interest therein upon receipt of written notice of assignment;
- (c) Upon such assignment, the Issuer shall make all payments due under the Note directly to the Lender (or its designee) as directed in writing; and
- (d) This estoppel certificate may be **relied upon by the Lender** in connection with its financing decision.

## 6. NO PRIOR ASSIGNMENTS

The Issuer is not aware of any prior assignment, pledge, or encumbrance of the Note, other than as disclosed below:

- None disclosed.     Prior assignments: \_\_\_\_\_

## 7. PAYMENT MECHANICS

<b>Payment Method</b>	Wire transfer to account designated by holder
<b>Currency</b>	United States Dollars (USD)
<b>Timing</b>	As set forth in the Note
<b>Alternative Settlement</b>	XRPL address as directed by holder

## 8. NO MODIFICATIONS

The Note has not been modified, amended, supplemented, or restated since its original execution, except as follows:

- No modifications.     Modifications: \_\_\_\_\_

## 9. CURRENT STATUS

- The Note is **current** – no payment default or Event of Default exists.
- The Note is **in default** – \_\_\_\_\_

## 10. RELIANCE

This Estoppel Certificate is delivered to the Lender with the understanding that the Lender will rely upon it in making its financing decision. The Issuer agrees that it shall be **estopped from asserting** any claim, defense, offset, or counterclaim inconsistent with the statements made herein.

## **ISSUER CERTIFICATION**

The undersigned, being a duly authorized representative of the Issuer, hereby certifies that the foregoing statements are true, correct, and complete as of the date first written above.

### **OPTKAS1-MAIN SPV**

**By:**

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**Name:**

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**Title:** Manager

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**Date:**

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## **PAYEE ACKNOWLEDGMENT**

The undersigned confirms the accuracy of the outstanding balance and terms set forth above.

### **UNYKORN 7777, INC.**

**By:**

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**Name:**

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**Title:**

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**Date:**

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This Estoppel Certificate is governed by the laws of the State of Wyoming. May be executed in counterparts.

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