MYRACEHORSE ATLANTIC VOYAGE 24 INC.

Offering Document

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Item 1: RISKS OF INVESTING

1.1 No Rating, Review, or Approval

No securities regulatory authority or regulator has assessed, reviewed or approved the merits of these securities or reviewed this offering document (the "Offering Document"). Any representation to the contrary is an offence. This is a risky investment.

1.2 Forward-Looking Statements

The forecasts and predictions of an early-stage business are difficult to objectively analyze or confirm. Forward-looking statements represent the opinion of the issuer only and may not prove to be reasonable.

Item 2: THE ISSUER

2.1 Information about the Issuer

Full Legal Name of Issuer:	MyRacehorse Atlantic Voyage 24 Inc.
Head Office Address of Issuer:	100 King Street West, Suite 5700, Toronto, Ontario M5X 1C7, Canada
Telephone:	888-697-2234
Email:	support@myracehorse.com
Website URL:	www.myracehorse.com

2.2 Contact Person

Full Legal Name of Contact Person:	Michael Behrens
Position Held at Issuer:	Chief Executive Officer and Director
Business Address:	100 King Street West, Suite 5700, Toronto, Ontario M5X 1C7, Canada
Business Telephone Number:	909-740-9175
Business Email Address:	michael@myracehorse.com

Item 3: ISSUER'S BUSINESS

3.1 Description of the Issuer's Business

Overview of the Business

The Issuer is a corporation formed on August 31, 2026 under the laws of the *Business Corporations Act* (Ontario) ("**OBCA**") to facilitate fractional ownership of a thoroughbred racehorse known as "Atlantic Voyage 24", a chestnut thoroughbred filly (the "**Horse**"). The Issuer is a wholly-owned subsidiary of Experiential Squared, Inc., a Delaware corporation carrying on business as "MyRacehorse" ("**Experiential**").

The Issuer's sole business is to acquire, own and hold an ownership interest in the Horse and to make the economic benefits of that interest available to investors through the purchase of Class A Non-Voting Common Shares of the Issuer (the "**Class A Shares**"). Revenue, if any, is expected to be generated from the Horse's race purse earnings and, ultimately, from any proceeds realized on a sale of the Horse. There is no assurance that the Horse will generate any earnings or that investors will receive any return on their investment.

Operations and Business Model

The Issuer is a recently formed, single-purpose corporation established to own and hold a 65% interest in the Horse and to participate, through Experiential, in the management, training, racing and eventual disposition of the Horse. The Issuer's business is the ownership, racing and management of its interest in the Horse as an operating racing asset. Although the Issuer has no employees and has retained Experiential to provide management and administrative services, the Issuer is not being established solely to passively hold an investment asset. Through Experiential and the Horse's trainer and other service providers, the Issuer will actively participate in the ongoing operation of the Horse's racing career, including decisions concerning training, racing, veterinary care, transportation, insurance, marketing and sponsorship, and the ultimate disposition of the Horse, in each case subject to the Management Agreement (as hereinafter defined) and Co-Ownership Agreement (as hereinafter defined). The Issuer bears the operating expenses and risks associated with its ownership interest and is entitled to its proportionate share of revenues generated from the Horse's racing activities and ultimate disposition.

In addition to the potential economic benefits associated with ownership of the Horse, the MyRacehorse business model is intended to provide shareholders with an entertainment and ownership experience associated with thoroughbred racing. Through the MyRacehorse Platform, Experiential expects to provide shareholders with communications and content concerning the Horse, including training and racing updates, and may provide opportunities for race-day, stable, paddock or other ownership-related experiences, subject to availability, racing regulations and applicable policies. These experiences are an important component of the MyRacehorse ownership model and are intended to enhance shareholder engagement with the Horse and the sport of thoroughbred racing. The availability and nature of particular experiences may vary and are not guaranteed. The Issuer's objective is to hold its interest in the Horse throughout its racing career, with a view to generating revenue principally from purse earnings and, ultimately, from the sale or other disposition of the Horse. The duration of the Horse's racing career cannot be predicted and will depend on a number of factors, including the Horse's health, performance, racing suitability, market value and other circumstances.

Experiential, as manager, is responsible for the day-to-day management and administration of the Issuer and for managing the Issuer's participation in decisions relating to the Horse, subject to the terms of the

Management Agreement (as hereinafter defined), the Co-Ownership Agreement (as hereinafter defined), the Issuer's constating documents and applicable law. The Issuer's 65% ownership interest is held together with the interest of the other co-owner pursuant to the Co-Ownership Agreement, which governs the respective rights and obligations of the co-owners with respect to the care, training, racing, management and disposition of the Horse.

Assuming this offering (this "**Offering**") is completed, the Issuer intends to use the proceeds to fund the acquisition and financing costs associated with its interest in the Horse, establish an operating expense reserve, pay fees and expenses associated with the Offering and the management of the Issuer, and fund the Issuer's proportionate share of the costs associated with maintaining and campaigning the Horse.

A portion of the Offering proceeds will be retained as an operating expense reserve to fund the Issuer's proportionate share of anticipated costs associated with the Horse. These costs are expected to include training and boarding, routine and non-routine veterinary care, medications and supplements, farrier services, mortality or other insurance, transportation, race nomination and entry expenses, jockey and trainer commissions and other costs associated with maintaining and campaigning the Horse. The reserve is intended to provide working capital for the Horse's racing operations and is not segregated for the benefit of investors. Actual expenses may be greater or less than anticipated depending on, among other things, the Horse's health, racing schedule, location and duration of its racing career. If the reserve and revenues generated by the Horse are insufficient to pay the Issuer's expenses, additional financing may be required as described elsewhere in this Offering Document.

Any revenues received by the Issuer from purse earnings, sale proceeds or other amounts attributable to its ownership interest in the Horse will be collected and administered by Experiential, in its capacity as manager, and applied in accordance with the Management Agreement (as hereinafter defined) and the payment and distribution provisions described in Item 3.4. As manager, Experiential is responsible for administering the revenues generated by the Horse and for making payments and disbursements on behalf of the Issuer. Experiential will determine the amount of Distributable Cash (as hereinafter defined), if any, available from time to time after payment or provision for applicable fees, liabilities, contractual obligations and reserves. Experiential is entitled to various fees and other performance-based compensation, all of which are described under "Management Agreement" below and in Item 6.2, and such amounts will be paid before amounts are available for distribution to holders of Class A Shares.

"**Distributable Cash**" means cash of the Issuer remaining after: (i) payment of any Management Performance Bonus, Final Gross Proceeds Fee or other performance-based compensation then payable to Experiential under the Management Agreement; (ii) payment or provision for liabilities, contractual obligations, fees, expenses and reimbursements of the Issuer, including any amounts advanced or loaned to the Issuer by Experiential or its affiliates, together with any applicable interest; and (iii) the establishment or maintenance of such working capital and other reserves as Experiential, in its capacity as manager, determines are reasonably appropriate for anticipated expenses, liabilities and contingencies of the Issuer and the Horse.

For greater certainty, any Management Performance Bonus, Final Gross Proceeds Fee or other performance-based compensation payable to Experiential is payable prior to, and will reduce the amount of Distributable Cash available for distribution to holders of Class A Shares. Experiential, in its capacity as manager, will evaluate the amount of Distributable Cash available from time to time and will determine, in its discretion under the Management Agreement, the amount of cash that should be retained as reserves and the amount, if

any, available for distribution.

Subject to applicable law and the Issuer's articles, Distributable Cash, if any, may be distributed to holders of Class A Shares on a pro rata basis based on the number of Class A Shares held by each holder relative to the total number of Class A Shares then outstanding. Any dividend or other distribution requiring formal approval by the board of directors of the Issuer will be declared or authorized by the board of directors in accordance with applicable corporate law. Investors should not expect distributions to be made on any regular schedule, and there can be no assurance that any Distributable Cash will be available for distribution.

Following the sale or other final disposition of the Horse, Experiential, in its capacity as manager, will oversee the financial reconciliation and winding-up process and determine the amounts required to satisfy liabilities, contractual obligations, fees and reserves, subject to the authority of the board of directors of the Issuer and applicable law.

In connection with any liquidation, dissolution or winding-up of the Issuer, the Issuer's available cash and other assets will generally be applied in the following order: first, to pay any Management Performance Bonus, Final Gross Proceeds Fee or other performance-based compensation payable to Experiential in connection with the sale or other disposition of the Horse; second, to pay creditors and satisfy all other liabilities and contractual obligations of the Issuer, including amounts owing to Experiential or any affiliate for loans, advances, accrued fees, expense reimbursements and applicable interest; third, to establish such reserves as Experiential, as manager, determines are reasonably necessary for any remaining, contingent or anticipated liabilities or expenses of the Issuer; and fourth, to distribute the remaining cash and assets, if any, to shareholders in accordance with the rights, priorities and preferences attaching to the Issuer's outstanding shares and applicable law.

Employees and Premises

The Issuer has no employees and does not expect to require any employees. The Issuer conducts its business and operations through Experiential, as Manager, and its personnel and third-party service providers. On behalf of the Issuer, Experiential manages and coordinates the training, racing, care, transportation, insurance, marketing and ultimate disposition of the Horse.

The Issuer does not own any real property. It leases its business premises located at the address set out in Item 2.1 pursuant to a lease agreement dated August 24, 2026 for a term of 12 Months at a rent of C$145.00 per month. Experiential operates from its offices located at 2456 Fortune Drive, Suite 110, Lexington, Kentucky 40509 USA.

History and Development

The Issuer was incorporated under the OBCA on August 31, 2026. The Issuer has no operating history.

Nature of the Issuer's Business

The Issuer has been established to carry on the business of owning and racing its interest in the Horse and not for the purpose of investing in a portfolio of securities or other passive investments. The Issuer directly owns its interest in the Horse and, through Experiential and other service providers, actively participates in the management and operation of the Horse as a racing asset, including its training, racing, care, transportation,

insurance, marketing and ultimate disposition. The Issuer bears its proportionate share of the operating costs and business risks associated with these activities and is entitled to its proportionate share of revenues generated by the Horse, including purse earnings and proceeds from its ultimate disposition. Accordingly, the Issuer considers its activities to constitute the operation of a racehorse ownership business rather than the operation of an investment fund.

On behalf of the Issuer, Experiential manages and coordinates the operation of the Horse as a racing asset, including its training, racing, veterinary care, transportation, insurance, marketing and sponsorship, financial administration and ultimate disposition, and manages the shareholder-facing ownership experience through the MyRacehorse Platform, including communications and content regarding the Horse and the coordination of race-day, stable, paddock and other ownership-related experiences. This structure allows the Issuer to access Experiential's established personnel, systems, technology, industry relationships and racehorse-management infrastructure rather than duplicating those resources directly within the Issuer. These management, racing and experiential activities are integral components of the Issuer's racehorse ownership business, and the fact that these functions are performed through Experiential and other service providers rather than directly through employees of the Issuer does not change the nature of the underlying business activities conducted on the Issuer's behalf.

Racing Regulation and Licensing

The ownership, training and racing of thoroughbred horses are subject to regulation by the applicable racing authorities in each jurisdiction in which a horse trains or races. The Horse is expected to train and race in multiple jurisdictions and, as a result, the Issuer and other persons involved in the ownership, training or racing of the Horse may be required to obtain and maintain registrations, licences or other regulatory approvals and comply with the applicable rules of racing in each such jurisdiction. In Ontario, these matters are regulated by the Alcohol and Gaming Commission of Ontario ("**AGCO**") and the applicable rules of racing.

A failure or delay in obtaining or maintaining any required registration, licence or approval, or a failure to comply with applicable racing requirements, could prevent or delay the Horse from training or racing in a particular jurisdiction, restrict the Issuer's ability to exercise certain rights associated with its ownership of the Horse, result in additional costs, penalties or other regulatory action, or otherwise adversely affect the Issuer's business, revenues and the value of the Class A Shares. The applicable regulatory requirements may differ among jurisdictions and may change from time to time, which could increase the costs or administrative requirements associated with owning and racing the Horse.

Material Agreements

Purchase and Sale

Experiential initially purchased the Horse at the June Ocala Breeders' Sale on June 16, 2026. The Issuer acquired its 65% ownership interest in the Horse from Experiential pursuant to an agreement of purchase and sale dated September 1, 2026 for a purchase price of US$78,000 ("**Asset Purchase Agreement**"), being Experiential's cost for such interest. The purchase price is evidenced by a promissory note issued by the Issuer to Experiential in the original principal amount of US$83,460 (the "**Promissory Note**"), consisting of the US$78,000 purchase price plus an original issue discount of US$5,460, being 7% of the purchase price. The Promissory Note bears simple interest on the unpaid balance at a fixed rate of 5.12% per annum, provides that the original issue discount is deemed fully earned as of issuance and non-refundable, is secured by a lien on

the Issuer's interest in the Horse until repayment in full, and may be prepaid at any time without penalty.

Management Agreement

The Issuer and Experiential entered into a management services agreement effective as of August 31, 2026 (the "**Management Agreement**"), pursuant to which Experiential acts as the Issuer's independent contractor in providing management and administration services in respect of the Issuer's racehorse ownership business, and grants the Issuer a personal, limited, non-transferable, non-sublicensable, non-exclusive licence to access and use Experiential's MyRacehorse website and app in connection with the Issuer's business and operations (the "**MyRacehorse Platform**"). The Management Agreement provides that the acquisition and disposition of the Horse remain subject to the ultimate direction and control of the Issuer, including the determination of which assets to acquire and the selling price on any disposition. Under the Management Agreement, Experiential provides, among other services, racehorse and stable management, experiential and marketing services, including managing the shareholder-facing ownership experience through the MyRacehorse Platform, providing communications and content regarding the Horse and coordinating race-day, stable, paddock and other ownership-related experiences that may be made available to shareholders from time to time, operating budget support, records maintenance, billing and collections, cash management, administration, licensing and permit support, equipment and software procurement, human resources support, accounting services, reporting support, insurance procurement, space leasing, supplies procurement and other agreed services. In consideration for these services, and in addition to the reimbursement of certain costs and expenses (including the actual cost of the Issuer's interest in the Horse), Experiential is entitled to receive, among other amounts: (i) 10% of the Issuer's monthly gross proceeds from stakes races, payable in arrears by the fifteenth day of the following month (the "**Management Performance Bonus**"); (ii) a Management and Due Diligence Fee equal to US$45,825, covering Experiential's due diligence services and its ongoing management and oversight of the Issuer's interest in the Horse and related service providers; (iii) an Organizational and Experiential Fee equal to US$38,187.50, covering the Issuer-side organizational, legal, accounting, audit, underwriting, filing, administrative and compliance costs incurred in connection with the Offering and the establishment and maintenance of the Issuer, and the provision of the MyRacehorse ownership experience; (iv) a Bloodstock Fee equal to 5% of the acquisition cost of the Issuer's interest in the Horse (being US$3,900 based on the US$78,000 acquisition cost of the Issuer's 65% interest), for work performed in assessing and completing the acquisition of the Horse (the "**Bloodstock Fee**"); (v) upon the sale of the Horse, in addition to the Management Performance Bonus, a fee equal to 5% of the final gross sale proceeds if the Horse has depreciated or 20% of the final gross sale proceeds if the Horse has appreciated (the "**Final Gross Proceeds Fee**"); and (vi) reimbursement of CAD$5,000 for the brokerage fee paid by Experiential to Equivesto (as hereinafter defined) in connection with the Offering. For these purposes, "final gross sale proceeds" means all money generated by the sale of the Horse, before deductions for expenses, and appreciation or depreciation is determined by comparing the Horse's gross sale price to its gross purchase price. The Management Agreement has an initial one-year term, automatically renews for successive one-year terms unless either party gives at least 60 days' prior written notice of non-renewal, and may be terminated earlier by the Issuer for convenience on 90 days' prior written notice, by either party upon an uncured material default by the other (subject to a 30-day cure period), or if Experiential is terminated as manager in accordance with the Issuer's governing documents.

Co-Ownership Agreement

The Horse is co-owned by the Issuer and Stamatis Stables LLC, an unaffiliated third party, as tenants in

common. The Issuer's rights and obligations in respect of the Horse are governed by an equine co-ownership agreement between the Issuer and Stamatis Stables LLC dated September 9, 2026 (the "**Co-Ownership Agreement**"). Under the Co-Ownership Agreement, the Issuer holds a 65% ownership interest in the Horse and Stamatis Stables LLC holds the remaining 35% ownership interest. The Co-Ownership Agreement provides for joint ownership and management of the Horse by the co-owners, with certain major decisions requiring unanimous approval, including running the Horse in claiming races, breeding or gelding the Horse, authorizing humane destruction other than in an emergency, and marketing or sponsorship arrangements, while other decisions, including the selection or removal of the trainer and pre-racing boarding arrangements, may be made by majority vote. The Horse is currently trained by Josie Carroll. The trainer is delegated authority by the co-owners to oversee the day-to-day training of the Horse in direct consultation with the co-owners, including ordinary training duties such as physical training, dietary needs, routine veterinary care, transportation logistics and race/jockey options. Each co-owner is responsible for its pro rata share of expenses incurred in connection with the Horse, including board, feed, training, medications and supplements, veterinary and farrier costs, transportation, entry fees, jockey and trainer commissions and professional fees, and each co-owner is separately responsible for determining whether to insure its own ownership interest. If a co-owner fails to pay its share of an expense and the other co-owner pays that amount on its behalf, and the non-paying co-owner does not reimburse such amount within 15 days after written notice, the co-owners' respective ownership percentages may be adjusted on a pro rata basis to reflect the payment; accordingly, if the Issuer fails to pay its share and the other co-owner covers it, the Issuer's ownership interest in the Horse could be diluted. The Co-Ownership Agreement also contains a right of first refusal on transfers, provisions permitting a majority in interest to compel a sale of 100% of the Horse in specified circumstances, tag-along rights, non-circumvention covenants and provisions requiring distributions to be made in proportion to ownership. The Co-Ownership Agreement continues until the Horse is sold or acquired in a claiming race or by other legal means, the death of the Horse, the bankruptcy or insolvency of both co-owners, or the dissolution of the co-ownership by unanimous vote, and is governed by the laws of the Commonwealth of Kentucky.

Experiential is not acting as a securities dealer, exempt market dealer or funding portal in connection with the Offering and does not perform investor suitability, know-your-client, anti-money laundering or other activities that are required to be performed by a registered dealer in connection with the Offering.

Major Hurdles

The Issuer's success depends almost entirely on the racing performance, health and value of a single racehorse. The principal challenges facing the Issuer include the inherent unpredictability of a racehorse's performance and earnings, the risk of injury, illness or death of the Horse, the highly speculative and volatile market for racehorses, reliance on Experiential for all operational decisions, and the ongoing costs of training and maintaining the Horse. There can be no assurance that the Horse will win races, generate purse earnings or appreciate in value.

Milestones

The Issuer's objective is to hold its interest in the Horse and to manage the Horse through its racing career, with a view to generating purse earnings and, ultimately, realizing value on a sale of the Horse. The Issuer is a recently formed, single-purpose entity that has acquired its 65% interest in the Horse and put in place the Management Agreement and the Co-Ownership Agreement, but has not yet begun campaigning the Horse or generating any revenue. Assuming this Offering is completed, the Issuer's principal milestones over the next

12 to 24 months are to: (i) repay or reimburse Experiential for the acquisition financing under the Promissory Note; (ii) fund an operating expense reserve for the training, boarding, veterinary care, insurance and transportation of the Horse; and (iii) campaign the Horse in races with a view to earning purse money. The proceeds of this Offering are essential to achieving these milestones, as they will fund repayment of the Promissory Note and the reserve required to support the Horse's racing career, as further described in Item 6.

Since the Issuer's only asset is its interest in a single Horse, it does not have the kind of multi-year growth strategy typical of an operating business and expects to have a limited lifespan tied to the racing career of the Horse. Over the next three to five years, the Issuer expects to hold and, through Experiential, campaign the Horse and to distribute any purse earnings or sale proceeds, net of expenses and fees, at the discretion of the board of directors of the Issuer (the "**Board**"). Upon the retirement, sale or other disposition of the Horse, the Issuer intends to distribute any remaining assets to shareholders and wind up its affairs, and the Issuer does not expect to remain in existence over a 10-year horizon. There can be no assurance that the Issuer will achieve these objectives.

3.2 Issuer's Legal Structure

The Issuer is a privately held corporation incorporated under the OBCA and is a wholly-owned subsidiary of Experiential.

3.3 Issuer's Corporate Documents

The Issuer's articles of incorporation, articles of amendment, the Unanimous Shareholders' Agreement (as defined in Item 5.6), the Management Agreement, Co-Ownership Agreement, Asset Purchase Agreement and Promissory Note will be made available to purchasers through Equivesto Portal. Purchasers may also request electronic copies directly from the Issuer at support@myracehorse.com.

3.4 Issuer's Operating Activities

The Issuer has never conducted operations.

3.5 Issuer's Financial Statements

The Issuer does not currently have financial statements available (see Item 10.2).

3.6 Number and Type of Securities

The Issuer's authorized share capital consists of an unlimited number of Class A Shares and an unlimited number of Class B Voting Common Shares (the "**Class B Shares**"), each with the rights, privileges, restrictions and conditions set out in the Issuer's articles (as amended by articles of amendment dated September 14, 2026), as amended from time to time, and described below. No other classes or series of securities are authorized. As of the date of this Offering Document, the Issuer has the following securities issued and outstanding:

Description of Security	Number of Securities Issued	Price per Security	Date Issued	Rights and Restrictions

Class B Voting Common Shares	100[1]	CAD$1.00	Issued on incorporation of the Issuer on August 31, 2026	Voting common shares held by Experiential. Holders are entitled to receive notice of, attend and vote at meetings of shareholders (one vote per Class B Share) and to receive non-cumulative dividends if, as and when declared by the Board in its sole discretion. On the liquidation, dissolution or winding-up of the Issuer, holders are entitled to receive the paid-in amount of their Class B Shares (after the Class A Shares have received their paid-in amount) and are not entitled to receive any further amount or to participate in any remaining property of the Issuer, as set out in the Issuer's articles.
Class A Non-Voting Common Shares	Nil	N/A	N/A	Non-voting common shares. The Class A Shares are the securities being offered under this Offering Document. Holders are not entitled to receive notice of, attend or vote at meetings of shareholders except as required by the OBCA, and are entitled to receive non-cumulative dividends if, as and when declared by the Board in its sole discretion. On the liquidation, dissolution or winding-up of the Issuer, holders are entitled to receive the paid-in amount of their Class A Shares in priority to the Class B Shares and, after payment in full of the paid-in amount of both the Class A Shares and the Class B Shares, to receive all of the remaining property of the Issuer. See Item 5.5 for a description of the rights, restrictions and conditions attached to the Class A Shares.

Note:

1. All of the issued and outstanding Class B Shares are held by Experiential, the Issuer's parent company.

Item 4: MANAGEMENT

4.1 Information on Founders, Directors, Officers and Control Persons

Full legal name, municipality of residence and position at Issuer	**Principal occupation for the last 5 years**	**Expertise, education, and experience that is relevant to the Issuer's business**	**Number and type of securities of the Issuer owned**	**Date securities were acquired, and price paid for the securities**	**Percentage of the Issuer's securities held as of the date of this Offering Document**
Michael Behrens *Lexington, Kentucky, USA* *Director and Chief Executive Officer of the Issuer*	Founder, Chief Executive Officer, Secretary and Director of Experiential (2016 - present); Founder of MSB Digital LLC (2007 - 2020); Chief Marketing Officer of Casper Sleep Inc. (2016 - 2017).	Michael Behrens is the Founder, Chief Executive Officer, Secretary and Director of Experiential. Under his leadership, Experiential has managed more than 150 racehorses and recorded numerous wins, including the 2020 Kentucky Derby and Breeders' Cup Classic (Authentic), the 2024 Preakness Stakes (Seize the Grey) and the 2024 Breeders' Cup Sprint (Straight No Chaser). He previously founded MSB Digital LLC and served as Chief Marketing Officer of Casper Sleep Inc. Mr. Behrens attended California State Polytechnic University-Pomona and San Diego State University.	Nil directly. Mr. Behrens is an indirect control person of the Issuer through his direct and indirect interest in Experiential[1]	N/A	Nil held directly. [1]
Christopher Ransom *Sea Bright, New Jersey, USA* *Secretary and Treasurer*	Head of Corporate Strategy and Director of Experiential (September 2020-present). Financial executive and consultant in the construction, real estate and thoroughbred industries (2016 - 2020).	Christopher Ransom is the Head of Corporate Strategy at Experiential and is responsible for compliance, business development and capital allocation. He has over 20 years of experience as a financial executive across the construction, real estate and thoroughbred industries. He holds a B.S. in Business Administration (Finance & Accounting concentration) from Boston University.	Nil	N/A	Nil.

Note:

1. Mr. Behrens does not directly hold any securities of the Issuer. Mr. Behrens directly holds approximately 13.79% of the issued and outstanding common shares of Experiential. In addition, Mr. Behrens holds approximately 29.91% of the outstanding equity interests of E2 HoldCo, LLC ("**E2 HoldCo**"), which holds approximately 38.26% of the issued and outstanding common shares of Experiential. Accordingly, Mr. Behrens has an indirect economic interest in the Issuer through his direct interest in Experiential and his interest in E2 HoldCo.

4.2 Proceedings

None of the persons listed under Item 4.1 nor the Issuer:

(a) has ever pleaded guilty to or been found guilty of

(i) a summary conviction or indictable offence under the *Criminal Code*,

(ii) a quasi-criminal offence in any jurisdiction of Canada or a foreign jurisdiction,

(iii) a misdemeanor or felony under the criminal legislation of the United States of America, or any state or territory therein, or

(iv) an offence under the criminal legislation of any other foreign jurisdiction,

(b) is or has been the subject of an order (cease trade or otherwise), judgment, decree, sanction, or administrative penalty imposed by, or has entered into a settlement agreement with, a government agency, administrative agency, self-regulatory organization, civil court, or administrative court of Canada or a foreign jurisdiction in the last 10 years related to:

(i) the person's involvement in any securities, insurance or banking activity, or

(ii) a claim based in whole or in part on fraud, theft, deceit, misrepresentation, conspiracy, breach of trust, breach of fiduciary duty, insider trading, unregistered trading, illegal distributions, failure to disclose material facts or changes, allegations of similar conduct,

(c) is or has been the subject of an order, judgment, decree, sanction or administrative penalty imposed by a discipline committee, professional order or administrative court of Canada or a foreign jurisdiction in the last ten years related to any professional misconduct,

(d) is or has ever been the subject of a bankruptcy or insolvency proceeding, or

(e) is a director, officer, founder or control person of a person or company that is or has been subject to a proceeding described in paragraph (a), (b), (c) or (d) above.

Item 5: CROWDFUNDING DISTRIBUTION

5.1 Funding Portal

The Issuer has engaged Equivesto Canada Inc. ("**Equivesto**" or the "**Funding Portal**"), an exempt market dealer registered in Ontario, to operate the funding portal for this Offering. Equivesto is the registered dealer responsible for administering the crowdfunding platform. Equivesto has a commercial agreement with Experiential Squared, Inc. to support the technology infrastructure used for the Funding Portal.

Funding Portal Information:

Name:	Equivesto Canada Inc.
Website:	https://portal.equivesto.com
Email:	support@equivesto.com
Contact Person:	Alexander Morsink
Address:	1 Adelaide Street East, Suite 3001 Toronto, Ontario Canada M5C 2V9

A purchaser may verify that the funding portal is operated by a registered dealer by visiting: www.aretheyregistered.ca.

5.2 Jurisdictions of the Offering

The Issuer intends to have the Funding Portal conduct the Offering and make this Offering Document available in the following jurisdictions:

Alberta	Newfoundland and Labrador	Ontario
British Columbia	Northwest Territories	Prince Edward Island
Manitoba	Nova Scotia	Saskatchewan
New Brunswick	Nunavut	Yukon

5.3 Information regarding the Offering

The Issuer must have raised the minimum amount required to close the Offering, as indicated in Item 5.7 below, by **January 5, 2027** (90 days from the launch date of October 8, 2026).

There have been no amendments to this Offering Document.

5.4 Type of Securities Offered

The securities being offered in this Offering are the Class A Shares for a subscription price of US$94.00 per Class A Share. The Class A Shares are non-voting shares and will be issued subject to the rights, restrictions and conditions described in Items 5.5 and 5.6 of this Offering Document. The subscription price reflects the Issuer's aggregate capital requirements, including the acquisition cost of its interest in the Horse, operating

reserves, fees and Offering expenses, and should not be interpreted as establishing a valuation of the Horse or the Issuer's interest in the Horse.

5.5 Rights, Restrictions and Conditions of Class A Shares

The Class A Shares being offered under this Offering are non-voting common shares. Holders of Class A Shares are not entitled to receive notice of, attend or vote at meetings of shareholders, except as required by applicable law. Holders of Class A Shares are entitled to receive non-cumulative dividends if, as and when declared by the Board in its sole discretion. Dividends may be declared on the Class A Shares to the exclusion of any other class of shares, and there is no requirement that dividends be declared on the Class A Shares in priority to, or concurrently with, the Class B Shares. Upon liquidation, dissolution or winding-up of the Issuer, holders of Class A Shares are entitled to receive the paid-in amount of their Class A Shares in priority to the Class B Shares, and thereafter, after payment in full of the paid-in amount of both the Class A Shares and the Class B Shares, to receive all of the remaining property of the Issuer, subject to the terms of the Issuer's articles. Additional rights, restrictions and conditions, including tag-along and drag-along provisions and transfer restrictions, apply pursuant to the Issuer's Unanimous Shareholders' Agreement dated August 31, 2026 (the "**Unanimous Shareholders' Agreement**"). Please refer to Item 5.6.

5.6 Other Restrictions or Conditions

Holders of Class A Shares will be subject to certain rights, restrictions and conditions contained in the Issuer's Unanimous Shareholders' Agreement, which is available upon request. Holders of Class A Shares will be parties to and bound by the Unanimous Shareholders' Agreement notwithstanding their non-voting status, and will be subject to the rights, restrictions and obligations set out therein despite having no ability to participate in governance or influence corporate decision-making except as required by law. These restrictions may affect a holder's ability to transfer, sell or otherwise deal with the Class A Shares, and include the following:

(i) **Tag-Along Rights:** In the circumstances described in the Unanimous Shareholders' Agreement, if a shareholder holding at least 30% of the issued and outstanding Class B Shares proposes to sell all of its shares to an arm's length third-party purchaser, the other shareholders, including holders of Class A Shares, have the right (exercisable within a 30-day period) to require that their shares be included in that sale on the same terms and conditions.

(ii) **Drag-Along Rights:** If shareholders holding more than two-thirds (2/3) of the voting power of the issued and outstanding shares of the Issuer agree to sell all of their shares to a third-party purchaser in circumstances contemplated by the Unanimous Shareholders' Agreement, and that sale is conditional on all of the remaining shares being sold to the purchaser, the other shareholders, including holders of Class A Shares, may be required to sell their shares to that purchaser on the same terms and conditions.

(iii) **Right of First Refusal:** If a shareholder (a "**Selling Shareholder**") receives a bona fide written offer from an arm's length third party that it is willing to accept for all or any of its shares, the Selling Shareholder must first offer those shares (at the same price and on the same terms as the third-party offer) to the Corporation and the holders of Class B Shares before completing any sale to the third party. The Selling Shareholder does so by delivering a notice to the Corporation and the Class B shareholders describing the shares, the price, the identity of the proposed purchaser and the other material terms, together with a copy of the offer. The right of first refusal may be exercised only by the Corporation and by holders of Class B Shares, and the offered shares (whether Class A Shares or Class B Shares) may be acquired only by the Corporation or by holders of Class B Shares. Holders of Class A Shares have no right of first refusal and are not entitled to acquire any shares under this provision. The Corporation has the first right to purchase all or part of the offered shares within 20 business days; to the extent it does not, the remaining shares are

then offered to the holders of Class B Shares, who may each elect within a further 20 business days to purchase their proportionate share (determined by reference to the Class B Shares), with any shares not taken up re-offered pro rata to the fully-subscribing Class B holders for a further 10 business days.

(iv) **Change of Control of a Corporate Shareholder:** If control of a shareholder that is a corporation changes, the other shareholders have the right to purchase all (but not less than all) of the shares held by that shareholder at fair market value, in accordance with the Unanimous Shareholders' Agreement.

(v) **Restrictions on Transfers:** Except as expressly permitted under the Unanimous Shareholders' Agreement, shareholders may not sell, transfer, assign, pledge, charge, mortgage or otherwise dispose of or encumber their shares unless the transfer provisions of that agreement are satisfied. Certain permitted transferees may also be required to execute a joinder agreement and become bound by the Unanimous Shareholders' Agreement.

(vi) **Governance and Voting Matters:** Holders of Class A Shares are bound by the governance provisions of the Unanimous Shareholders' Agreement even though the Class A Shares are non-voting.

(vii) **Other Restrictions:** The Unanimous Shareholders' Agreement also contains confidentiality obligations applicable to shareholders.

Voting Trust Agreement

At the discretion of the Issuer, each subscriber will be required to enter into a voting trust agreement, the form of which is available upon request, whereby the subscriber will grant the voting rights attached to the Class A Shares issued to, and deposit such shares with, a voting trustee selected by the Issuer. The Voting Trust Agreement does not grant any voting rights to holders of Class A Shares and applies only in respect of voting rights that may arise by operation of law under the OBCA. For additional information, see Item 10.3.

Shareholder Ownership Experience

In addition to the economic rights associated with the Class A Shares described in Item 5.5, the MyRacehorse business model is intended to provide holders of Class A Shares with an entertainment and ownership experience associated with the Horse and thoroughbred racing. Through the MyRacehorse Platform, Experiential expects to provide holders with communications and content concerning the Horse, including training and racing updates, and may provide opportunities for race-day, stable, paddock and other ownership-related experiences. These communications, experiences and benefits are an important component of the MyRacehorse ownership model and are intended to enhance shareholder engagement with the Horse and the sport of thoroughbred racing. The specific experiences made available from time to time are subject to availability, applicable racing regulations and Experiential's applicable policies and are not guaranteed contractual rights of holders of the Class A Shares.

Share Purchase Perks Program

In connection with this Offering, Experiential may provide holders of Class A Shares with certain owner experiences, communications and benefits through the MyRacehorse Platform. These experiences are provided by Experiential, are not rights attaching to the Class A Shares and do not form part of the terms of the Class A

Shares. Any such experiences are subject to availability, Experiential's applicable policies and any additional terms communicated to holders, are non-transferable, have no cash value and are not refundable, unless Experiential determines otherwise.

Purchase Price Consideration; Gift Cards; Promotional Credits

The purchase price for an Investor's subscription will be payable in cash in United States Dollars at the time of subscription.

Gift Cards

Experiential sells gift cards for cash that are redeemable for merchandise, racetrack experiences and as consideration toward the purchase of securities offered through the MyRacehorse Platform.

Gift cards are valued at the cash value paid (for example, if a purchaser pays $100, the purchaser receives a gift card with a $100 value), are not redeemable for cash except as required by applicable law, have no expiration date and may be used solely on the MyRacehorse Platform. There are no discounts, differentiated pricing or other more favourable offering terms provided to Investors who use gift cards in connection with the purchase of securities.

Any remaining balance on a gift card may be applied toward the purchase of securities in combination with cash.

Gift cards may also be purchased by third-party businesses to provide gifts, perks, promotions or incentives to their customers, clients or employees.

The recipient or user of a gift card, regardless of how it was obtained, must satisfy all applicable investor eligibility requirements and complete the same investor qualification and subscription process applicable to Investors subscribing entirely for cash.

Promotional Credits

In addition to gift cards, Experiential may, from time to time, issue promotional credits to prospective investors in connection with marketing campaigns, sponsorship arrangements or other promotional activities ("**Promotional Credits**").

Promotional Credits are not gift cards and are not purchased for cash or other consideration by the recipient. No purchase or payment is required to receive a Promotional Credit. Promotional Credits are issued solely as a marketing incentive to encourage new investors to create an account and subscribe for securities through the MyRacehorse Platform.

Promotional Credits have no cash value, are not redeemable or withdrawable for cash, are non-transferable and are limited to users of the MyRacehorse platform. Promotional Credits may be applied solely toward the purchase of securities and expire up to one year from the date of issuance, as determined on a promotion-by-promotion basis.

The use of a Promotional Credit does not entitle the recipient to any discount, differentiated pricing or more

favourable offering terms with respect to the purchase of securities. The securities are offered at the same price to all Investors regardless of whether a Promotional Credit is applied.

To the extent a Promotional Credit is used to partially fund the purchase of securities, the Manager will contribute to the Issuer an amount equal to the Promotional Credit value applied so that the Issuer receives the full purchase price in cash. Accordingly, the use of Promotional Credits will have no effect on the Issuer's use of proceeds, and no dilution or reduction in value will occur to existing or other Investors as a result of the issuance or redemption of Promotional Credits. The economic cost of the Promotional Credit program is borne entirely by Experiential and not by the Issuer or its Investors.

The recipient or user of a Promotional Credit must satisfy all applicable investor eligibility requirements and complete the same account creation, investor qualification and subscription process applicable to Investors subscribing entirely for cash.

5.7 Amounts of the Offering

	Total amount ($)	**Total number of securities issuable**
Minimum offering amount	US$76,422.00	813
Maximum offering amount	US$305,500.00	3,250
Price per security	US$94.00	

5.8 Minimum Investment

The minimum investment amount per purchaser is US$94.00, being the price of one Class A Share.

5.9 Note to Investors

The minimum offering amount stated in this offering document may be satisfied with funds that are unconditionally available to MyRacehorse Atlantic Voyage 24 Inc. that are raised using other prospectus exemptions.

Item 6: USE OF FUNDS

6.1 Previously Raised Funds

The Issuer has not previously raised funds from the public. On incorporation, the Issuer issued one hundred (100) Class B Shares to Experiential.

On incorporation, the Issuer issued one hundred (100) Class B Voting Common Share to Experiential at a price of C$1.00 per Class B Share. The proceeds were used for the Issuer's initial capitalization.

6.2 Use of Available Funds

Description of intended use of funds listed in order of priority	**Assuming minimum offering amount ($)**	**Assuming maximum offering amount ($)**
Cost of the Horse (repayment of Experiential acquisition financing)[1]	US$19,512.00	US$78,000.00
Bloodstock Fee payable to Experiential[2]	US$975.60	US$3,900.00
Management and Due Diligence Fees under the Management Agreement	US$11,463.30	US$45,825.00
Organizational and Experiential Fee under the Management Agreement	US$9,552.75	US$38,187.50
Operating expense reserve (training, veterinary, insurance, transportation)[3]	US$32,243.58	US$128,895.00
Equivesto capital raise fee[3]	US$2,674.77	US$10,692.50
Total	**US$76,422.00**	**US$305,500.00**

Note:

1. The Promissory Note issued by the Issuer to Experiential was in the original principal amount of US$83,460 (comprising the US$78,000 purchase price for the Issuer's 65% interest in the Horse plus a US$5,460 original issue discount).
2. The Bloodstock Fee is a fee of US$3,900, equal to 5% of the US$78,000 acquisition cost of the Issuer's 65% interest in the Horse, payable to Experiential for work performed in assessing and completing the acquisition of the Horse.
3. The operating expense reserve is intended to fund the Issuer's proportionate share of anticipated costs associated with the training, boarding, veterinary care, medications and supplements, farrier services, insurance, transportation, race nominations and entries, trainer and jockey commissions and other costs of maintaining and campaigning the Horse. The amount of the reserve is based on management's estimate of anticipated operating requirements and actual expenses may differ materially. The reserve may also be used to satisfy financing costs associated with the acquisition of the Horse, including the US$5,460 original issue discount payable to Experiential under the Promissory Note.
4. A 3.5% commission of total successful raise amount payable to Equivesto.

Item 7: PREVIOUS CROWDFUNDING DISTRIBUTIONS

7.1 Crowdfunding Distribution in the Last 5 Years

Neither the Issuer nor any member of the Issuer's group, and no founder, director, officer or control person of the Issuer's group, has completed a start-up crowdfunding distribution under National Instrument 45-110 in Canada in the last five years as of the date of this Offering Document. Experiential, the Issuer's parent and a control person, has not previously completed a start-up crowdfunding distribution under National Instrument 45-110 in Canada. Experiential, through entities that it manages and/or controls, has, however, conducted and continues to conduct securities offerings of fractional racehorse ownership interests in the United States pursuant to exemptions from registration under U.S. securities laws, including Regulation A, Regulation Crowdfunding and Rule 506(c) of Regulation D.

In particular, Experiential serves as the manager of My Racehorse CA LLC, a Nevada series limited liability company that conducts offerings of series membership interests pursuant to Regulation A. Additional information regarding My Racehorse CA LLC and its offerings is available in its Amended Annual Report on Form 1-K/A for the fiscal year ended December 31, 2025, filed with the U.S. Securities and Exchange Commission on August 28, 2026 (https://www.sec.gov/Archives/edgar/data/0001744448/000168316826006867/0001683168-26-006867-index.htm).

Experiential also serves as the manager of MRH CF, LLC, a Delaware series limited liability company that conducts offerings of series membership interests pursuant to Regulation Crowdfunding. Additional information regarding MRH CF, LLC and its offerings is available in its Annual Report on Form C-AR for the fiscal year ended December 31, 2025, filed with the U.S. Securities and Exchange Commission on April 30, 2026 (https://www.sec.gov/Archives/edgar/data/0002008780/000207002426000025/0002070024-26-000025-index.htm).

Item 8: COMPENSATION PAID TO FUNDING PORTAL

8.1 Commission, Fees and Other Amounts

The Issuer has agreed to pay Equivesto, a capital raise fee equal to 3.5% of the funds raised under the Offering. Assuming the maximum Offering amount of US$305,500 is raised, this capital raise fee would be approximately US$10,692.50 plus applicable sales taxes. Assuming the minimum Offering amount of US$76,422.00 is raised, this capital raise fee would be approximately US$2,674.77 plus applicable sales taxes.

Item 9: RISK FACTORS

An investment in the Class A Shares and in the Issuer involves significant risk. Prospective investors should carefully consider the matters described below, each of which could adversely affect the Issuer's business, financial condition, operations, or the value of the Class A Shares. There can be no assurance that the Issuer will achieve its business objectives or implement its growth strategy successfully. Returns on the Class A Shares may be unpredictable, and these securities are not suitable as a sole investment or for investors seeking a predictable source of income or liquidity. Investors may lose part or all of their investment and should not subscribe unless they can bear the financial risk associated with such a loss.

9.1 Material risks that are specific to Securities

Non-Voting Securities

The Class A Shares are non-voting common shares. Holders of Class A Shares will not be entitled to vote at meetings of shareholders except as required by applicable law. As a result, holders of Class A Shares will have no ability to influence decisions relating to the Issuer's business, management, financing, operations, strategic direction or corporate transactions, and will be required to rely on the judgment of Experiential, the Issuer's directors and officers, and the holders of the Class B Shares.

Illiquidity and Transfer Restrictions

There is no public market for the Class A Shares and no public market is expected to develop. The Class A Shares are subject to resale restrictions under applicable securities laws and transfer restrictions under the Issuer's articles and Unanimous Shareholders' Agreement. As a result, holders of Class A Shares may be unable to sell, transfer or otherwise realize value from their investment for an indefinite period.

Uncertain Dividends

Any dividends on the Class A Shares will be payable only if, as and when declared by the Board in its sole discretion. The Issuer has no obligation to declare dividends, dividends are non-cumulative, and there can be no assurance that any dividends will ever be declared or paid on the Class A Shares.

Subordination to Prior Ranking Claims

In the event of a liquidation, dissolution or winding-up of the Issuer, holders of Class A Shares will rank behind creditors of the Issuer and behind any class of shares that may rank in priority to the Class A Shares. As a result, holders of Class A Shares may lose all or a substantial portion of their investment.

Restrictions Under the Unanimous Shareholders' Agreement

Each holder of Class A Shares will be bound by the Unanimous Shareholders' Agreement. That agreement contains restrictions and obligations relating to transfers, drag-along rights, tag-along rights, a right of first refusal, change of control of a corporate shareholder, confidentiality obligations and other restrictions described in Item 5.6. These provisions may restrict a holder's ability to transfer or otherwise deal with the Class A Shares and may require a holder to sell the Class A Shares in certain circumstances.

Dilution Risk

The Issuer may issue additional shares or other securities in the future, including securities that rank equally with or senior to the Class A Shares in right of payment or return of capital. Any such issuance may dilute a

holder's proportional ownership interest in the Issuer, reduce that holder's relative claim on the Issuer's assets and earnings, and adversely affect the value or potential return associated with the Class A Shares. As non-voting securityholders, holders of Class A Shares will have no ability to prevent or influence future issuances of securities, including issuances that may be made at prices or on terms that are more favourable than the terms of this Offering.

Offering Price and Offering Amount Exceed the Acquisition Cost of the Horse

The subscription price of US$94.00 per Class A Share was determined by the Issuer based on the Issuer's aggregate capital requirements and does not represent a valuation of the Horse or the Issuer's ownership interest in the Horse. The Issuer acquired its 65% interest in the Horse for US$78,000, while the maximum amount of the Offering is US$305,500. The proceeds of the Offering are intended to fund not only the acquisition cost of the Issuer's interest in the Horse, but also the Bloodstock Fee, the operating expense reserve, fees payable to Experiential under the Management Agreement, fees payable to Equivesto and other costs and expenses associated with the Offering and operation of the Issuer.

Accordingly, the Offering amount substantially exceeds the acquisition cost of the Issuer's interest in the Horse. If the Horse is sold without substantial appreciation in value, the proceeds attributable to the Issuer's interest in the Horse may not be sufficient to return to holders of Class A Shares the amount of their original investment, particularly after payment of any outstanding liabilities, fees and expenses of the Issuer. There is no assurance that investors will recover any particular amount of their investment.

Substantial Fees and Expenses Payable to Experiential

A substantial portion of the proceeds of this Offering will be used to pay fees and expenses rather than to fund the Issuer's interest in the Horse. Experiential is entitled to a Management and Due Diligence Fee and an Organizational and Experiential Fee, in addition to the Bloodstock Fee, the Management Performance Bonus, the Final Gross Proceeds Fee payable on a sale of the Horse, and reimbursement of expenses. These fees and expenses reduce the amount of capital available to support the Horse and the amount ultimately available for distribution to holders of Class A Shares, and certain of them are payable whether or not the Horse generates any earnings or the Class A Shares produce any return.

9.2 Risks that are specific to the Issuer

Dependence on a Single Racehorse

The Issuer's only material asset is its ownership interest in a single racehorse. The Issuer's financial performance and the value of the Class A Shares depend entirely on the racing performance, health, longevity and ultimate sale value of that one Horse. If the Horse fails to perform, is injured, becomes ill, dies or fails to appreciate in value, the Issuer will have no other business or assets to generate returns, and investors may lose all or a substantial portion of their investment.

Competing Horses in the Same Race

Experiential, its affiliates, the trainer and the Co-Owner may own, manage or train other racehorses, and one or more of those horses may from time to time be entered in, or eligible for, the same race as the Horse. In those circumstances, decisions relating to race selection, race entries, jockey selection and in-race tactics may be influenced by the interests of those other horses and their owners, and may not always be made solely in the financial interests of the Issuer and holders of Class A Shares. This risk may also arise where horses have the same trainer but different owners, as the trainer may owe competing duties to, and have competing incentives among, multiple owners. Although these conflicts are, to some extent, inherent in the horse racing industry, they may increase to the extent that Experiential or its affiliates acquire, manage or campaign

additional horses, including additional horses in Canada. There can be no assurance that such conflicts will be identified, disclosed or resolved in favour of the Issuer or holders of Class A Shares, and any such conflict could adversely affect the Horse's earnings, the value of the Class A Shares and the returns to investors.

Injury, Illness or Death of the Horse

Racehorses are subject to significant risks of injury, illness, lameness and death, whether during training, racing, transportation or otherwise. Any such event could prevent the Horse from racing, reduce or eliminate its earning capacity and value, and result in the loss of the Issuer's only material asset. Insurance may not be available on commercially reasonable terms, may not fully cover such losses, and may exclude certain risks. Any injury, illness or death of the Horse could have a material adverse effect on the Issuer and the value of the Class A Shares.

Reliance on Experiential and Key Personnel

The Issuer has no employees and depends entirely on Experiential and its key personnel to source, acquire, manage, train, race and ultimately sell the Horse, and to administer the Issuer. Investors will have no role in these decisions. The loss of Experiential's services or of key personnel, or poor decision-making by Experiential, could materially and adversely affect the Issuer, the Horse and the value of the Class A Shares.

Limited Ability to Remove or Replace the Manager

Holders of Class A Shares have no ability to remove or replace Experiential as manager of the Issuer. Experiential manages the Issuer and the Horse under the Management Agreement, which may be terminated only in accordance with its terms, and Experiential holds all of the voting Class B Shares. As non-voting securityholders, holders of Class A Shares cannot change the Issuer's management or influence its decisions, even if they disagree with how Experiential is managing the Horse or the Issuer.

Speculative and Volatile Value of Racehorses

The valuation of racehorses is highly speculative and the market for racehorses is extremely volatile. Prices can fluctuate widely and depend on many factors outside the Issuer's control, including race performance, pedigree, conformation, health, breeding prospects and general market conditions. There can be no assurance that the Horse will maintain or increase in value, and its value may decline significantly, including the loss of all or substantially all of the investment amount.

No Assurance of Race Earnings or Return

The Issuer's revenue depends on the Horse winning or placing in races and earning purse money, and ultimately on realizing value from a sale of the Horse. Most racehorses generate little or no purse earnings, and many never win a race. There is no assurance that the Horse will earn any purse money, that any dividends or distributions will be paid, or that investors will recover any part of their investment.

Ongoing Expenses and Reserve Shortfall

The Horse will incur ongoing expenses, including training, boarding, veterinary care, insurance, transportation and administration. The Issuer intends to fund these expenses from a reserve established from the proceeds of this Offering and from any purse earnings. If those amounts are insufficient, the Issuer may be unable to meet its obligations, may need to seek additional funding on unfavourable terms, or may be required to sell the Horse at an inopportune time. In particular, Experiential may (but is not obligated to) advance or loan funds to the Issuer to cover such expenses, on which it may charge interest at a rate not lower than the applicable Canadian interest rate, and/or cause the Issuer to issue additional Class A Shares to fund the shortfall. Any

such loan would rank ahead of the Class A Shares for repayment, and any such additional issuance would dilute existing holders of Class A Shares and reduce amounts available for distribution, any of which could adversely affect the value of the Class A Shares.

Acquisition Financing and Security Interest over the Horse

The Issuer financed the acquisition of its interest in the Horse through a Promissory Note issued to Experiential, which bears interest, includes an original issue discount and is secured by a lien on the Issuer's interest in the Horse until repaid in full. The Issuer intends to repay the Promissory Note from the proceeds of this Offering. If the Issuer fails to repay or otherwise defaults under the Promissory Note, Experiential may enforce its security against the Issuer's interest in the Horse, which is the Issuer's only material asset. The secured indebtedness ranks ahead of the Class A Shares, and any enforcement of the security could result in holders of Class A Shares losing all or a substantial portion of their investment.

Interest Rate Risk

The Issuer has financed the acquisition of its interest in the Horse through the Promissory Note, which bears interest at a fixed rate of 5.12% per annum. In addition, if Experiential advances or loans funds to the Issuer to cover expense shortfalls, any such advances may bear interest at a variable rate that is not lower than the applicable Canadian interest rate. Increases in prevailing interest rates could increase the cost of any such variable-rate advances. Interest payable on indebtedness of the Issuer ranks ahead of the Class A Shares and reduces the amounts available for distribution to holders of Class A Shares. Because the Promissory Note bears interest at a fixed rate, the Issuer's exposure to interest rate fluctuations on that indebtedness is limited; however, there can be no assurance that increases in interest rates on any variable-rate advances will not adversely affect the Issuer and the value of the Class A Shares.

No Operating History and Limited Life

The Issuer is a newly formed corporation with no operating history and no financial statements. It is formed for the sole purpose of owning the Horse and is expected to have a limited life tied to the Horse's racing career. Upon the retirement, sale or other disposition of the Horse, the Issuer intends to wind up. Investors have no historical financial or operating information on which to evaluate the Issuer.

Negative Cash Flow and Dependence on Financing

The Issuer is a newly formed entity with no revenue and no operating history. It will incur expenses in respect of the Horse, including training, boarding, veterinary care, insurance and transportation, from the outset, whereas revenue, if any, will not be generated until the Horse begins racing and earning purse money. As a result, the Issuer is expected to have negative cash flow and to be dependent on the proceeds of this Offering and on continued financial support from Experiential to fund its operations. In addition, to the extent promotional credits issued by Experiential are applied toward subscriptions as described in Item 5.6, the Issuer will depend on Experiential contributing an amount equal to the value of those credits so that the Issuer receives the full purchase price in cash; if Experiential fails to do so, the Issuer may not receive the full subscription proceeds. These circumstances raise substantial doubt about the Issuer's ability to continue as a going concern in the absence of such funding. There is no assurance that this Offering will be completed or that Experiential will continue to provide financing, and if adequate funding is not available the Issuer may be unable to continue its operations, in which case investors could lose all or a substantial part of their investment.

Insurance and Uninsured Loss Risk

Although the Issuer or Experiential may maintain mortality or other insurance in respect of the Horse, there

can be no assurance that such coverage will be available, adequate in amount or scope, or that all risks will be insurable on commercially reasonable terms or at all. Claims, losses or liabilities that are uninsured or exceed applicable coverage limits, including the death or loss of use of the Horse, could adversely affect the Issuer and the value of the Class A Shares.

Conflicts of Interest with Experiential

Experiential and its affiliates are engaged in sponsoring and managing other racehorse ownership vehicles and will receive fees and other compensation from the Issuer, including the management fee and the fee payable on a sale of the Horse, together with expense reimbursements. Experiential also sold or transferred the Horse to the Issuer, provided the acquisition financing evidenced by the Promissory Note, and holds all of the voting Class B Shares. Experiential further operates the gift card and promotional credit programs described in Item 5.6, under which Experiential sells gift cards and issues promotional credits that may be applied toward the purchase of Class A Shares and, in the case of promotional credits, contributes the credited amount to the Issuer so that the Issuer receives the full purchase price in cash. These arrangements were not negotiated at arm's length and give rise to conflicts of interest between Experiential and holders of Class A Shares that may not be resolved in favour of investors. Additional conflicts arise because: (i) Experiential may make decisions relating to the health and welfare of the Horse, such as surgery, rest or retirement, that reduce or eliminate the Horse's earning potential; (ii) Experiential may prioritize the owner experience and entertainment value, such as race selection and content, over the most financially advantageous course of action; (iii) Experiential and its principals manage other MyRacehorse entities and other horses that may compete with the Horse, and must allocate their time and resources among them; (iv) the Issuer's directors and officers are principals, employees and/or securityholders of Experiential or its affiliates, holding shares and/or options in Experiential or its affiliates and no Class A Shares, such that their economic interests are aligned with Experiential rather than with holders of Class A Shares; and (v) the Issuer has not adopted a formal conflicts-of-interest policy, the transaction documents were prepared by Experiential and its counsel, and holders of Class A Shares have not been separately represented by independent legal counsel. There can be no assurance that these conflicts will be resolved in favour of holders of Class A Shares.

In addition, the acquisition price for the Horse and the fees and other compensation payable to Experiential were not determined or approved by an independent director, committee or other representative of the holders of Class A Shares. No independent valuation or appraisal of the Horse was obtained in connection with its acquisition by the Issuer, and no independent assessment was obtained as to the reasonableness of the fees or other compensation payable to Experiential. Accordingly, investors will be required to rely on the judgment of Experiential and the Issuer's directors and officers with respect to the acquisition price of the Horse and the fees and other compensation payable to Experiential, notwithstanding the conflicts of interest described above. There can be no assurance that the acquisition price or such fees and compensation are equivalent to terms that would have been obtained in an arm's-length transaction.

The Management Agreement is an agreement with a related party. Experiential is the Issuer's parent, holds all of the voting Class B Shares, sold the Horse to the Issuer and provided the acquisition financing evidenced by the Promissory Note. The terms of the Management Agreement, including the fees and other compensation payable to Experiential, were not negotiated at arm's length and were not reviewed or approved by an independent director, committee or other representative of the holders of Class A Shares. Holders of Class A Shares have no right to remove or replace Experiential as manager, no right to terminate or amend the Management Agreement and no ability to approve or reject related-party transactions between the Issuer and Experiential or its affiliates. As non-voting securityholders who are required to rely entirely on Experiential and the Issuer's directors and officers, holders of Class A Shares have limited means of addressing these conflicts of interest, and there can be no assurance that the conflicts will be resolved in favour of holders of Class A Shares.

Limitation of Experiential's Liability and Indemnification

Under the Management Agreement, the Issuer's recourse against Experiential is limited. Experiential has agreed to indemnify the Issuer only in respect of third-party claims brought against the Issuer that result from Experiential's negligence, gross negligence or intentional misconduct, and then only to the extent such liability is not covered by Experiential's insurance. The Management Agreement does not otherwise provide the Issuer with recourse against Experiential for losses arising from Experiential's management of the Issuer or the Horse, including losses resulting from good-faith management or racing decisions that prove unprofitable. In addition, the Issuer has agreed to indemnify Experiential in respect of third-party claims, losses, liabilities and expenses resulting from the Issuer's intentional misconduct or gross negligence, to the extent not covered by the Issuer's insurance, which could give rise to additional obligations for the Issuer. These arrangements limit the recourse of the Issuer, and indirectly the recourse of holders of Class A Shares, against Experiential, and any indemnification obligation could reduce the assets of the Issuer and the amounts available for distribution to holders of Class A Shares.

Cross-Border and Foreign Ownership Risk

The Issuer is an Ontario corporation that is wholly owned by a U.S. parent, and its management and the Horse's operations may involve cross-border elements. As a corporation controlled by a non-resident, the Issuer may not qualify for certain Canadian tax treatments available to Canadian-controlled private corporations, and the transfer of the Horse and cross-border operations may give rise to tax, currency, regulatory and administrative risks. Changes in tax or other laws, or adverse determinations by tax authorities, could adversely affect the Issuer and the returns to investors.

Changes in Tax Law

The tax treatment of the Issuer and of an investment in the Class A Shares depends on the tax laws of Canada and other applicable jurisdictions in effect from time to time. Those laws, and the administrative practices and interpretations of the tax authorities, are subject to change, potentially with retroactive effect. Any such change could adversely affect the Issuer, the after-tax return to investors, or the tax consequences of holding or disposing of the Class A Shares. Prospective investors should consult their own tax advisors.

Shared Ownership of the Horse

The Issuer owns only a 65% interest in the Horse as a tenant in common with the Co-Owner and does not have sole control over the Horse. Certain decisions require the agreement of the Co-Owner or a majority in interest, and a majority in interest may, in specified circumstances, compel a sale of 100% of the Horse. If the Issuer fails to pay its share of the expenses of the Horse and the Co-Owner pays them, the Issuer's ownership percentage in the Horse may be reduced on a pro-rata basis, diluting the Issuer's interest. Disagreements with the Co-Owner, or the exercise of the Co-Owner's rights under the Co-Ownership Agreement, could adversely affect the Issuer and the value of the Class A Shares.

The Offering May Not Be Completed

There is no assurance that the Issuer will raise the minimum offering amount by the deadline described in Item 5.3. If the minimum is not raised, the Offering will not close and subscription funds will be returned to investors without interest. The Issuer may seek to satisfy the minimum offering amount in part with funds raised under other prospectus exemptions or provided by Experiential, and there is no assurance that such funds will be available.

No Financial Statements

The Issuer is newly formed, does not have any financial statements, and this Offering Document does not include financial statements. The Issuer is not required to have its financial statements audited and its internal

controls over financial reporting may be limited. As a result, investors have no historical financial information on which to evaluate the Issuer and must rely on the limited information contained in this Offering Document.

9.3 Industry Risks

Competition in Horse Racing

The Horse will compete against other racehorses, many of which may have superior pedigrees, training, resources or connections. The number of races, available purse money and eligibility for particular races are limited and competitive. There is no assurance that the Horse will be competitive or successful, which could adversely affect its earnings and value.

Economic Conditions

The thoroughbred racing and breeding industry is sensitive to broader economic conditions. Economic downturns, reduced discretionary spending, lower wagering activity, and reduced demand for bloodstock may reduce purse levels and the market value of racehorses. Any such conditions could adversely affect the Horse's earnings, its resale value and the returns to investors.

Dependence on Gambling Revenues and Purse Subsidies

A significant portion of racing purses and breeding incentives depends on revenues and subsidies derived from legalized gaming and wagering. Any reduction or elimination of these revenues or subsidies, or changes in the laws governing gaming and wagering, could reduce purse levels, the demand for and value of racehorses, and the amounts available to the Issuer, which could adversely affect the returns to investors.

Rising Costs of Training and Care

The costs of training, boarding, veterinary care, insurance and transportation of racehorses are significant and may increase due to inflation, labour costs or other factors. Increases in these costs may deplete the Issuer's reserves more quickly than anticipated and reduce amounts available for distribution to investors.

Regulation of Horse Racing

Horse racing is heavily regulated by racing authorities and commissions, including rules relating to licensing, medication, drug testing, animal welfare and racing integrity. Changes in these rules, disqualifications, suspensions, penalties or the loss of eligibility to race could adversely affect the Horse's ability to race, its earnings and its value.

Disease and Biosecurity Risk

Outbreaks of equine disease or other biosecurity events at training or racing facilities could result in quarantines, cancellation of races, restrictions on the movement of horses, or the illness or death of the Horse. Any such event could disrupt the Horse's racing schedule and adversely affect its earnings and value.

Regulatory and Compliance Risk

The Issuer is relying on the start-up crowdfunding prospectus exemption under National Instrument 45-110 and is not a reporting issuer in any jurisdiction; it is therefore not subject to the continuous disclosure and governance requirements applicable to reporting issuers, and investors will receive only limited ongoing information about the Issuer. If the Issuer, Experiential or the Funding Portal fails to comply with the conditions of the exemption or other applicable securities laws, investors may have rescission or other rights

and the Issuer could be subject to regulatory sanctions. In addition, horse racing is subject to extensive regulation, including licensing, medication control and anti-doping rules administered by racing commissions. Changes in these laws or rules, or any failure to comply with them, could result in fines, penalties, suspensions, loss of eligibility to race, increased costs or other adverse effects on the Horse and the value of the Class A Shares.

Licensing, Registration and Racing Approvals

The ownership, training and racing of the Horse are subject to regulation by the racing authorities in each jurisdiction in which the Horse trains or races, including the AGCO in Ontario. The Issuer, Experiential, the trainer and other persons involved in the ownership, training or racing of the Horse may be required to obtain and maintain ownership registrations, licences or other regulatory approvals and to comply with the applicable rules of racing in each such jurisdiction. Requirements differ among jurisdictions and may change from time to time. A failure or delay in obtaining or maintaining any required registration, licence or approval, or any non-compliance with applicable racing requirements, could prevent or delay the Horse from training or racing in a particular jurisdiction, restrict the Issuer's ability to exercise rights associated with its ownership of the Horse, result in additional costs, penalties or other regulatory action, or otherwise adversely affect the Issuer's business, revenues and the value of the Class A Shares.

Technology, Data Security and Systems Risk

The Issuer and Experiential rely on the MyRacehorse Platform and related digital systems to administer the Offering, communicate with investors, maintain investor records and process personal and financial information. Cyberattacks, data breaches, system failures, software errors or similar events affecting these systems could compromise confidential investor information, disrupt the administration of the Issuer, expose the Issuer or Experiential to liability or regulatory scrutiny, damage their reputation, and adversely affect the Issuer and the value of the Class A Shares.

Declining Popularity of Horse Racing

The long-term popularity of horse racing, and public attitudes toward the industry, including with respect to animal welfare, may affect attendance, wagering, sponsorship and purse levels. A sustained decline in the popularity of horse racing could reduce the Horse's earning potential and value and adversely affect the returns to investors.

Reduced Racetrack Attendance and Track Closures

A decrease in average attendance per racing date, combined with rising costs, could jeopardize the continued operation of racetracks. The closure of racetracks, or a reduction in the number of race dates, could limit the opportunities available for the Horse to race and adversely affect its earnings and value.

Non-Economic Industry Practices

Because horse racing is a sport as well as a business, industry practices and valuations are not always driven solely by profit-maximizing, economic considerations. For example, the value of a particular bloodline may depend heavily on the interest of a small group of participants pursuing non-economic objectives, and a decline in that interest could adversely affect the value of the Horse.

9.4 Interest, Dividends, Distributions

We do not currently have the financial resources to pay dividends or make other distributions to investors. There is no assurance that we will ever have the financial resources to do so. Any future decision to pay dividends or make distributions will be at the discretion of the Board and subject to applicable solvency requirements.

Item 10: REPORTING OBLIGATIONS

10.1 Information and Communications to Investors

(a) The Issuer is not a "reporting issuer" in any jurisdiction of Canada. The Issuer does not have ongoing public reporting obligations under securities legislation and will provide information to investors only as described under Item 10.2 of this Offering Document.

(b) Following the completion of this crowdfunding distribution under National Instrument 45-110, the Issuer will be required to file a Form 45-106F1 Report of Exempt Distribution in each jurisdiction where purchasers are resident. This filing is completed through the Canadian Securities Administrators' SEDAR+ system at www.sedarplus.com.

10.2 Requirements to Provide Financial Statements or Security Holder Materials

The Issuer is not a "reporting issuer" (or equivalent) under the securities laws of any jurisdiction and will not become a reporting issuer as a result of this Offering. Accordingly, the Issuer is not subject to the continuous disclosure requirements applicable to reporting issuers, including requirements to file audited annual financial statements, interim financial reports, or other continuous disclosure documents with securities regulators.

As a corporation governed by the OBCA, the Issuer is required to prepare annual financial statements and provide them to its shareholders before each annual meeting of shareholders, together with an auditor's report, unless the shareholders unanimously waive the requirement to appoint an auditor and to receive audited annual financial statements in accordance with the OBCA.

10.3 Voting Trust Agreement

As part of this Offering, certain purchasers of the Class A Shares will enter into a Voting Trust Agreement for administrative and governance purposes. Based on the information available to the Issuer at the date of this Offering Document, the particulars of the Voting Trust Agreement are as follows:

(a) The number of shareholders who are currently party to the agreement: 0
(b) The percentage of voting shares of the Issuer subject to the agreement: 0%
(c) The name of the person acting as trustee: Michael Behrens, who will act as trustee in accordance with the terms of the Voting Trust Agreement.
(d) Whether the trustee has been granted any additional powers: No additional powers other than those expressly set out in the Voting Trust Agreement.
(e) Whether the agreement is limited to a specified period of time: The Voting Trust Agreement will remain in effect for the term specified within that agreement, which will be provided to all subscribers prior to closing.

Subscribers in this Offering will enter into this Voting Trust Agreement, which governs the exercise of voting rights (if any arise under applicable corporate law) with respect to their Class A Shares as described in Item 5.6. The Voting Trust Agreement does not grant any voting rights to holders of Class A Shares and applies only in respect of voting rights that may arise by operation of law under the OBCA. A copy of the Voting Trust Agreement will be made available for review upon request to the Funding Portal or directly from the Issuer.

Item 11: RESALE RESTRICTIONS

11.1 Subject to Resale Restrictions

The securities you are purchasing are subject to a resale restriction. You might never be able to resell the securities.

Item 12: PURCHASERS' RIGHTS

Rights of Action in the Event of a Misrepresentation

If there is a misrepresentation in this Offering Document, you have a right

a) **to cancel your agreement with the Issuer to buy these securities, or**

b) **to damages against the Issuer and may, in certain jurisdictions, have the statutory right to damages from other persons.**

These rights are available to you whether or not you relied on the misrepresentation. However, there are various circumstances that limit your rights. In particular, your rights might be limited if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in paragraph (a) or (b) above, you must do so within strict time limitations.

Two-day cancellation right:

You may cancel your agreement to purchase these securities. To do so, you must send a notice to the Funding Portal not later than midnight on the second business day after you enter into the agreement. If there is an amendment to this Offering Document, you can cancel your agreement to purchase these securities by sending a notice to the Funding Portal no later than midnight on the second business day after the Funding Portal provides you notice of the amendment.

Item 13: DATE AND CERTIFICATE

13.1 Certification

This offering document does not contain a misrepresentation.

13.2 Signature.

Michael Behrens
_____

Name: Michael Behrens

Title: Chief Executive Officer and Director

Date: 10/07/2026

13.3 Electronic Signature

I acknowledge that I am signing this Offering Document electronically and agree that this is the legal equivalent of my handwritten signature.

Questions:

Refer any questions to the following participating jurisdictions:

Ontario Ontario Securities Commission 20 Queen Street West, 22nd Floor Toronto, Ontario M5H 3S8 Toll free: 1-877-785-1555 E-mail: inquiries@osc.gov.on.ca www.osc.ca	**New Brunswick** Financial and Consumer Services Commission 85 Charlotte Street, Suite 300 Saint John, New Brunswick E2L 2J2 Toll free: 1-866-933-2222 E-mail: emf-md@fcnb.ca www.fcnb.ca
Alberta The Alberta Securities Commission Suite 600, 250-5th Street SW Calgary, Alberta T2P 0R4 Telephone: 403-297-6454 E-mail: registration@asc.ca www.asc.ca	**Nova Scotia** Nova Scotia Securities Commission Suite 400, 5251 Duke Street Halifax, Nova Scotia B3J 1P3 Telephone: 902-424-7768 Toll free in Nova Scotia: 1-855-424-2499 E-mail: nssc.crowdfunding@novascotia.ca nssc.novascotia.ca
British Columbia British Columbia Securities Commission P.O. Box 10142, Pacific Centre 701 West Georgia Street Vancouver, British Columbia V7Y 1L2 Telephone: 604-899-6854 Toll free in Canada: 1-800-373-6393 E-mail: portal@bcsc.bc.ca www.bcsc.bc.ca	**Québec** Autorité des marchés financiers Direction de l'encadrement des intermédiaires 800, rue du Square-Victoria, 4th floor P.O. Box 246, Tour de la Bourse Montréal, Québec H4Z 1G3 Telephone: 514-395-0337 Toll free in Québec: 1-877-525-0337 E-mail: financement-participatif@lautorite.qc.ca www.lautorite.qc.ca
Manitoba The Manitoba Securities Commission 500 - 400 St Mary Avenue Winnipeg, Manitoba R3C 4K5 Telephone: 204-945-2548 Toll free in Manitoba: 1-800-655-2548 E-mail: exemptions.msc@gov.mb.ca www.mbsecurities.ca	**Saskatchewan** Financial and Consumer Affairs Authority of Saskatchewan Securities Division Suite 601 – 1919 Saskatchewan Drive Regina, Saskatchewan S4P 4H2 Telephone: 306-787-5645 E-mail: registrationfcaa@gov.sk.ca

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SIGNATURE CERTIFICATE

REFERENCE NUMBER
C45370D1-4F10-4D77-8970-152CA4EB1C73

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number C45370D1-4F10-4D77-8970-152CA4EB1C73	**Document Name** MyRacehorse Atlantic Voyage 24 - 45-110F1 - FINAL
Transaction Type Signature Request	**Filename** MyRacehorse_Atlantic_Voyage_24_-_45-110F1_-_FINAL.pdf
Sent At 10/07/2026 10:57:06 AM EDT	**Pages** 36 pages
Executed At 10/07/2026 01:29:43 PM EDT	**Content Type** application/pdf
Identity Method email	**File Size** 456 KB
Distribution Method email	**Original Checksum** 3f3bea1fec746626a4b3269fd988caa568c0d400a7b9c7357901c4ea513b0e26
Signed Checksum 6017795b47fc5fcc0bef01dbecd13eefa63dd8b9c1904be6830030fddb184cf4	
Signer Sequencing Disabled	
Document Passcode Disabled	
eIDAS Authentication Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Michael Behrens	**Status** signed	**Viewed At** 10/07/2026 01:28:28 PM EDT
Email michael@myracehorse.com	**Multi-factor Digital Fingerprint Checksum** 325047f737c00b6eed18dc6215aeb0452258b0bba2c29d78487016ef4a2ed956	**Identity Authenticated At** 10/07/2026 01:29:43 PM EDT
Components 2	**IP Address** 71.67.22.210	**Signed At** 10/07/2026 01:29:43 PM EDT
	Device Chrome via Mac	
	Typed Signature Michael Behrens	
	Signature Reference ID E7CD885C	

AUDITS

TIMESTAMP	AUDIT
10/07/2026 10:57:06 AM EDT	Invest Equivesto (invest@equivesto.com) created document 'MyRacehorse_Atlantic_Voyage_24_-_45-110F1_-_FINAL.pdf' on Microsoft Edge via Windows from 20.230.42.49.
10/07/2026 10:57:06 AM EDT	Michael Behrens (michael@myracehorse.com) was emailed a link to sign.
10/07/2026 01:22:18 PM EDT	Michael Behrens (michael@myracehorse.com) was emailed a reminder.
10/07/2026 01:28:28 PM EDT	Michael Behrens (michael@myracehorse.com) viewed the document on Chrome via Mac from 71.67.22.210.
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