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AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "**Agreement**") dated September 1, 2026 (the "**Effective Date**").

BETWEEN:

EXPERIENTIAL SQUARED, INC., a corporation existing under the laws of the State of Delaware, as vendor (hereinafter called the "**Vendor**"),

- and-

MYRACEHORSE ATLANTIC VOYAGE 24 INC., a corporation existing under the laws of Ontario, as purchaser (hereinafter called the "**Purchaser**"),

WHEREAS, the Vendor is the registered and beneficial owner of an undivided sixty-five percent (65%) ownership interest in the Thoroughbred racehorse described in Schedule "A" attached (the "**Horse**"), which interest the Vendor acquired at the Ocala Breeders' Sales Company sale held on June 16, 2026;

AND WHEREAS, the Vendor wishes to sell and assign, and the Purchaser wishes to purchase and assume, all of the Vendor's right, title and interest in the Horse, and the parties intend this transaction to constitute a bona fide sale at fair market value;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. The Vendor agrees to sell, assign and transfer, and the Purchaser agrees to purchase, accept and assume, all of the Vendor's right, title and interest in and to:

(a) an undivided sixty-five percent (65%) ownership interest in the Horse (the "**Purchased Interest**"); and

(b) all registration papers, breeding/racing entitlements and prize or purse monies accruing on and after the Closing Date, and all other rights and appurtenances relating to the Purchased Interest (the "**Assigned Rights**");

(the Purchased Interest and the Assigned Rights, collectively, the "**Purchased Assets**"), from the Vendor, for the purchase price in Section 2 of this Agreement, and on the terms and conditions contained in this Agreement.

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2. Purchase Price and Payment. The purchase price for the Purchased Assets shall be Seventy-Eight Thousand Dollars (US$78,000) (the "**Purchase Price**") in lawful money of the United States, which the parties acknowledge represents the Vendor's acquisition cost for the Purchased Interest and its fair market value as at the Effective Date. The Purchase Price shall be paid and satisfied in full on Closing by the Purchaser's issuance and delivery to the Vendor of a promissory note in the form attached as Schedule "B" (the "**Note**"), having an original principal amount of Eighty-Three Thousand Four Hundred Sixty Dollars (US$83,460), comprising the Purchase Price plus original issue discount ("**OID**") of Five Thousand Four Hundred Sixty Dollars (US$5,460), being seven percent (7%) of the Purchase Price. The OID and all other terms of the Note, including interest and repayment, are as set out in the Note. No cash deposit is payable under this Agreement.

3. Closing and Closing Date. The purchase and sale of the Purchased Assets shall be completed (the "**Closing**") concurrently with the execution and delivery of this Agreement on the Effective Date (the "**Closing Date**"). In this Agreement, "**Business Day**" means any day of the week excluding Saturday, Sunday and statutory holidays in the province or territory in which the Horse is located.

4. Delivery of Interest. On Closing, the Vendor shall deliver to the Purchaser: (a) a duly executed bill of sale and general conveyance conveying the Purchased Assets to the Purchaser free and clear of all charges, liens, security interests, options, rights of first refusal, claims or other encumbrances (collectively, "**Encumbrances**"), substantially in the form attached as Schedule "C" hereto (the "**Bill of Sale**"), and (b) a duly executed assignment and assumption agreement assigning to the Purchaser the Purchased Assets, substantially in the form attached as Schedule "D" hereto (the "**Assignment Agreement**"); together with such registry transfer documents as are required to record the Purchaser as owner of the Purchased Interest.

5. Title Condition. The Purchaser's obligation to complete the transaction in this Agreement shall be conditional upon the Vendor delivering on Closing good and marketable title to the Purchased Interest, free from all Encumbrances.

6. Vendor's Representations and Warranties. The Vendor represents and warrants to the Purchaser that:

(a) the Vendor is the registered and beneficial owner of the entire Purchased Interest (being an undivided sixty-five percent (65%) interest in the Horse held as tenant in common with Stamatis Stables LLC) and has good and marketable title thereto, free and clear of all Encumbrances;

(b) the Vendor has full corporate power and authority to enter into this Agreement and to sell, assign and transfer the Purchased Assets, the transfer will not breach any other agreement binding on the Vendor;

(c) the information provided by or on behalf of the Vendor to the Purchaser in connection with the Horse and the Purchased Interest is, taken as a whole, complete and accurate in all material respects, and the Vendor has not knowingly withheld any material information in its possession or control pertaining to the Horse or the Purchased Interest;

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(d) there are no actions, suits or proceedings pending or, to the Vendor's knowledge, threatened against the Vendor affecting the Horse or the Purchased Interest;

(e) the Vendor has not committed any act of bankruptcy and is not an insolvent person (as such term is defined by the *Bankruptcy and Insolvency Act* (Canada)) and is not "insolvent" and has not committed any act of bankruptcy within the meaning of Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or similar law, and no petition, receiving order or similar filing has been made or filed by or against it, and no proceedings for a composition with or proposal or assignment to its creditors, or for the winding-up, liquidation, reorganization or other dissolution of it, have been instituted by or against it under the laws of Canada, the United States or any other applicable jurisdiction; and

(f) to the Vendor's knowledge, the Horse is in good health and sound condition as at the Effective Date, and the Vendor has received no notice of any material illness, injury, lameness or veterinary condition affecting the Horse;

(g) the Vendor is a non-resident of Canada for purposes of the Income Tax Act (Canada), and to the extent the Purchased Interest constitutes "taxable Canadian property" within the meaning of that Act, the Vendor shall deliver on or before Closing a certificate under section 116 of the *Income Tax Act* (Canada) (or otherwise cooperate with the Purchaser in respect of any purchaser withholding and remittance obligations);

(h) the Horse is duly registered with the applicable registry and, to the Vendor's knowledge, is eligible to be entered, nominated and raced in accordance with the rules of the applicable racing authority, and no facts exist that would disqualify or suspend the Horse from racing; and

(i) there are no training, boarding, management or other service contracts affecting the Horse that will bind the Purchaser after Closing without its consent, and there are no unpaid amounts owing by the Vendor in respect of the Horse as at Closing.

7. Bring Down and Survival. The Vendor agrees that:

(a) the Purchaser may rely upon the representations and warranties set forth in Section 6 of this Agreement notwithstanding any due diligence (or absence thereof) on the part of the Purchaser;

(b) the representations and warranties are true and complete as at the Closing Date; and

(c) representations and warranties shall survive for a period of one (1) year following the later of discoverability and Closing.

8. Vendor's Covenants. The Vendor covenants and agrees with the Purchaser that the Vendor shall:

(a) not sell, transfer, mortgage, pledge or otherwise encumber the Purchased Interest pending Closing;

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(b) discharge, on or before Closing, all Encumbrances' affecting the Purchased Interest; and

(c) maintain the Horse in good health and continue its care, training and insurance in the ordinary course pending Closing.

9. As Is. The Purchaser confirms that, except for the representations and warranties expressly set out in this Agreement, it is purchasing the Purchased Interest on an "as is where is" basis in reliance on its own investigations and without any other representation, warranty or condition from the Vendor as to the condition, soundness, racing ability or fitness for any purpose of the Horse. This Section shall survive the completion of this transaction.

10. Vendor's Closing Deliveries. The Vendor agrees to deliver to the Purchaser on or before the Closing Date:

(a) a duly executed Bill of Sale and Assignment Agreement in respect of the Purchased Assets, in the forms attached as Schedules "C" and "D" respectively;

(b) such documents as are required to record the Purchaser as the sixty-five percent (65%) owner of the Horse, holding as tenant in common with Stamatis Stables LLC;

(c) the registration papers, foal/identification certificate, microchip records and all veterinary and racing records for the Horse in the Vendor's possession or control;

(d) copies of any mortality or other insurance policies in place in respect of the Horse and, if applicable, an assignment of the Vendor's proportionate interest therein; and

(e) such other documents as may reasonably be required by the Purchaser and are customarily delivered on the sale of an ownership in the Horse.

11. Purchaser's Closing Deliveries. The Purchaser agrees to deliver to the Vendor on or before the Closing Date:

(a) the Note in the original principal amount of Eighty-Three Thousand Four Hundred Sixty Dollars (US$83,460) in accordance with Section 2 of this Agreement, duly executed by the Purchaser;

(b) a copy of the resolutions of the directors (and, if required, shareholders) of the Purchaser authorizing the purchase of the Purchased Assets and the issuance of the Note; and

(c) such other documents as may reasonably be required by the Vendor and are customarily delivered on the sale of an ownership interest in the Horse.

12. Goods and Services Tax / Harmonized Sales Tax ("**GST/HST**"). The Horse constitutes tangible personal property. GST/HST, if applicable to this transaction, shall be in addition to the Purchase Price. The parties acknowledge that the Vendor is a non-resident of Canada and intends that, provided the Vendor is not registered for GST/HST purposes and is not carrying on business

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in Canada, the supply of the Purchased Interest be deemed made outside Canada under section 143 of the Excise Tax Act (Canada) and therefore not subject to GST/HST. If, notwithstanding the foregoing, GST/HST is exigible in respect of this transaction, then, to the extent permitted by the Excise Tax Act (Canada), the Vendor shall not be required to collect GST/HST from the Purchaser and the Purchaser shall self-assess and remit any GST/HST payable directly to the applicable authority. The Purchaser shall indemnify and hold harmless the Vendor from and against any GST/HST, together with any interest and penalties, assessed against the Vendor in respect of this transaction as a result of the Purchaser's failure to self-assess and remit as required.

13. Fees and Taxes. Each party shall pay the fees of 'its own lawyers. The Purchaser shall pay any registry/transfer fees payable to record the change of ownership of the Purchased Interest and any applicable GST/HST and provincial sales tax payable on the transfer of the Purchased Interest. The Vendor and Purchaser shall cooperate to ensure that the transfer does not adversely affect the temporary importation status of the Horse or trigger any customs duties or import taxes; any such duties or import taxes shall be borne by the Purchaser.

14. Closing Mechanics. The Closing shall be completed by the exchange of executed documents and the Note among the parties or their respective lawyers, in person or by electronic means. The parties acknowledge and agree that documents may be exchanged on Closing in properly executed form by email PDF transmission or other similar system reproducing the original, and their respective lawyers may hold documents and the Note in escrow pending confirmation that all Closing conditions and deliveries have been satisfied, and release the same only in accordance with the parties' mutual escrow instructions.

15. Tender. Any tender of documents or the Note pursuant to this Agreement may be made upon the lawyer acting for the party on whom tender is desired, and shall be deemed valid when the tendering party's lawyer has completed all deliveries required of it under this Agreement that can be performed without the cooperation of the other party's lawyer.

16. Death or Injury Before Closing. The Purchased Interest shall be and remain at the risk of the Vendor until Closing. Pending Closing, the Vendor shall maintain, or cause to be maintained, mortality insurance in respect of the Horse and hold the proceeds attributable to the Purchased Interest in trust for the parties as their interests may appear. In the event of the death of, or material injury to, the Horse prior to Closing, the Vendor shall promptly notify the Purchaser, and the Purchaser may, within five (5) Business Days of receipt of such notice, elect by notice in writing to either: (i) terminate this Agreement, whereupon the Note (if issued) shall be cancelled and returned and neither party shall have any further obligation, or (ii) complete the purchase and take an assignment of the insurance proceeds attributable to the Purchased Interest with no abatement of the Purchase Price.

17. Assignment. The Purchaser may not assign this Agreement at any time, without the prior written consent of the Vendor, acting reasonably and without delay. If the Vendor consents to an assignment, it shall always be a condition of any consent given that the Purchaser deliver to the Vendor, before or on the effective date of such assignment, a binding assumption agreement satisfactory in form and substance to the Vendor, acting reasonably, duly executed by such assignee and the Purchaser wherein the assignee agrees with the Vendor to be bound by the

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Purchaser's obligations under this Agreement. The original Purchaser shall not be released from liability under this Agreement until immediately after Closing.

18. Bloodstock Commissions. The Vendor and Purchaser each represent and warrant to the other that neither has engaged any bloodstock agent or broker in connection with this transaction for whom a commission would be payable by the other, and each shall indemnify the other in respect of any breach of this representation. This representation and warranty shall survive Closing for the survival period in Section 7(c) of this Agreement.

19. Purchaser's Representations and Warranties.The Purchaser represents and warrants to the Vendor that:

(a) the Purchaser is a corporation duly incorporated and validly existing under the laws of Ontario and has full corporate power and authority to enter into this Agreement, to issue and deliver the Note, and to complete the transactions contemplated by this Agreement;

(b) the execution, delivery and performance of this Agreement and the Note have been duly authorized by all necessary corporate action and do not and will not conflict with or breach its constating documents or any agreement or law binding on it;

(c) this Agreement and the Note constitute legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws and general principles of equity; and

(d) there are no actions, suits or proceedings pending or, to the Purchaser's knowledge, threatened against the Purchaser that would prevent or materially delay completion of the transactions contemplated by this Agreement.

20. Indemnification.

(a) Subject to the survival periods in Section 7, the Vendor shall indemnify and hold harmless the Purchaser from and against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or resulting from any breach or inaccuracy of any representation or warranty, or any breach of any covenant or obligation, of the Vendor under this Agreement, and any liability or obligation relating to the Horse or the Purchased Interest for any period ending on or before the Closing Date

(b) The Purchaser shall indemnify and hold harmless the Vendor from and against all such losses arising out of any breach or inaccuracy of any representation, warranty, covenant or obligation of the Purchaser under this Agreement, and any liability relating to the Purchased Interest arising from and after the Closing Date.

(c) The indemnified party shall give the indemnifying party prompt written notice of any claim; the indemnifying party may assume the defence of any third-party claim with counsel reasonably acceptable to the indemnified party; and neither party shall settle any such claim without the other's prior written consent, not to be unreasonably withheld.

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(d) Except in the case of fraud or wilful misconduct, indemnification under this Section is the party's sole monetary remedy for breach of this Agreement, without limiting either party's right to seek equitable relief.

21. Termination. This Agreement may be terminated at any time prior to Closing: (a) by mutual written consent of the parties; (b) by either party if the Closing has not occurred by the Closing Date (or such later outside date as the parties agree in writing), provided the terminating party is not then in material breach; or (c) by a party if the other party is in material breach of any representation, warranty or covenant that would cause a condition to Closing not to be satisfied and such breach is not cured within ten (10) Business Days after written notice. Upon termination, this Agreement shall become void and of no further effect, and the Note (if issued) shall be cancelled and returned, except that no termination shall relieve a party of liability for fraud or wilful breach occurring prior to termination and any provision that by its nature survives shall survive. This Section is in addition to the parties' rights under Section 16 (Death or Injury Before Closing).

22. Further Assurances. Each party shall, from time to time after Closing and without further consideration, execute and deliver such further documents and instruments and take such further actions as may reasonably be required to carry out the intent of this Agreement, including to record the Purchaser as owner of the Purchased Interest with the applicable registry and to give effect to the assignment of the Purchased Assets.

23. Notices. Any notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) or (d) on the third Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Vendor:	2456 Fortune Dr., Suite 110, Lexington, Kentucky, 40509 USA	
	Email:	michael@myracehorse.com
	Attention:	Michael Behrens, Chief Executive Officer
If to Purchaser:	100 King Street West, Unit 5700, Toronto, Ontario M5X 1C7	
	Email:	michael@myracehorse.com
	Attention:	Michael Behrens, Chief Executive Officer

24. Time of the Essence. Time shall in all respects be of the essence of this Agreement.

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25. Captions, Table of Contents and Schedules. All schedules annexed or to be annexed to this Agreement shall have the same force and effect as if the information contained therein was included in the body of this Agreement.

26. Headings. Any heading, subheading or marginal note contained in this Agreement and the table of contents, if any, preceding this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.

27. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Ontario in respect of any matter arising out of or relating to this Agreement.

28. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity or enforceability of that provision in any other jurisdiction.

29. Entire Agreement and Amendments. This Agreement, together with any other documents incorporated herein by reference and all related schedules, constitutes the entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Purchaser and the Vendor.

30. Gender and Number. This Agreement shall be read with all changes of gender and number required by the context.

31. Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and permitted assigns.

32. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by sending a scanned copy ("PDF" or "TIF") by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set out above.

EXPERIENTIAL SQUARED, INC.

By DocuSigned by: Michael Behrens 52CB629A1CDB42C...

Name: Michael Behrens

Title: Chief Executive Officer

MYRACEHORSE ATLANTIC VOYAGE 24 INC.

By DocuSigned by: Michael Behrens 52CB629A1CDB42C...

Name: Michael Behrens

Title: Chief Executive Officer

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SCHEDULE "A"

Description of the Horse

Registered name:
Sex: Filly
Color: Chestnut
Markings:
Horse's foaling date: 03/30/2024
Breed: Thoroughbred
Registration number:
Microchip# (if any):
Passport # (if any):

Trainer or Boarding Farm: Josie Carroll

Sired by Charlatan out of Atlantic Voyage

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SCHEDULE "B"

Promissory Note

See attached.

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SCHEDULE "C"

Bill of Sale and General Conveyance

See attached.

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SCHEDULE "D"

Assignment and Assumption Agreement

See attached.