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THE SECURITIES REPRESENTED BY THIS NOTE HAVE NOT BEEN QUALIFIED BY A PROSPECTUS UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION AND ARE SUBJECT TO RESALE RESTRICTIONS UNDER SUCH LEGISLATION. UNLESS PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION, THE HOLDER MUST NOT TRADE THESE SECURITIES BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DATE OF ISSUANCE. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF; NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED IN THE UNITED STATES OR TO A U.S. PERSON WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE 1933 ACT.

PROMISSORY NOTE

US$83,460.00 September 1, 2026

FOR VALUE RECEIVED, MyRacehorse Atlantic Voyage 24 Inc., a corporation existing under the *Business Corporations Act* (Ontario) (the "Company"), promises to pay to Experiential Squared, Inc. (the "Holder"), the sum of $83,460.00 together with (i) interest on the unpaid balance of this Promissory Note (the "Note") from time to time outstanding at a fixed rate of 5.12% per annum. Simple interest on this Note will be computed on the basis of the actual number of days elapsed and a year of 365 days.

This Note carries an Original Issue Discount ("OID") of $5,460.00, being 7% of the Purchase Price (as hereinafter defined). The OID is included in the initial principal balance of this Note and is deemed to be fully earned as of the date hereof and non-refundable, including in the event of any prepayment of this Note in whole or in part. The purchase price for this Note shall be $78,000.00 (the "Purchase Price"), computed as follows: $83,460.00 original principal balance, less the OID.

This Note is subject to the following terms and conditions:

1. **Background; Use of Funds; Definitions**. This Note is issued and delivered by the Company to the Holder pursuant to, and in satisfaction of the Purchase Price payable under, that certain Agreement of Purchase and Sale between the Company (as purchaser) and the Holder (as vendor) dated September 1, 2026 (the "Purchase Agreement"), as consideration for the Company's acquisition from the Holder of the Purchased Assets (as such term is defined in the Purchase Agreement). The Purchased Assets have been sold and assigned by the Holder to the Company, subject to the terms and conditions of the Purchase Agreement and this Note. As used in this Note, the following terms shall have the following definitions:

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(a) "Class A Shares" shall mean the Class A Non-Voting Common Shares in the capital of the Company, having the rights, restrictions and conditions set out in the Company's articles of incorporation.

(b) "Distributable Cash" shall mean net proceeds after any management fee and sufficient working capital and related reserves. The Holder shall evaluate Distributable Cash quarterly or at more frequent intervals, in its sole discretion. The amount of Distributable Cash shall be determined in the sole discretion of the Holder. Dividends of Distributable Cash to holders of Class A Shares, when made, will be allocated among them in proportion to their Class A Shares.

(c) "Lien" shall mean a security interest in and charge upon the Company's right, title and interest in the Purchased Asset, granted to and in favour of the Holder as continuing security for the payment and performance of the Company's obligations under this Note, which security interest shall arise and be enforceable in accordance with the *Personal Property Security Act* (Ontario) should there be an Event of Default (as defined below) by the Company or should the Offering be terminated prior to the Offering Funding Date (as defined below). Upon repayment of the Note in full, the Holder's right to implement and enforce the Lien shall become null and void.

(d) "Offering" shall mean the private placement offering by the Company of its Class A Shares, conducted in reliance on available prospectus exemptions under applicable securities legislation, including any distribution conducted under the start-up crowdfunding exemption (National Instrument 45-110 - Start-up Crowdfunding Registration and Prospectus Exemptions) or any other crowdfunding or prospectus exemption, the proceeds of which relate to the Company's acquisition and holding of the Purchased Asset.

(e) "Offering Funding Date" shall mean the date on which the Offering is fully funded through the Offering conducted by the Company.

2. **Maturity.** Subject to Section 3 below, all principal, OID and any accrued interest (the "Note Balance") under this Note shall be due and payable within ten (10) business days of the Offering Funding Date (the "Maturity Date"). Provided however, that in the event that the Offering is funded through a series of closings, the Company reserves the right to prepay the Note in part as provided for in Section 4 prior to the Maturity Date

3. **Conversion.**

(a) Voluntary Conversion. At the election of the Holder, the Note Balance shall, at the Holder's option upon the Holder providing Company written notice thereof, be converted into the number of unsold Class A Shares in the Offering on the date of conversion. Upon such conversion of this Note, the Holder hereby agrees to execute and deliver to the Company all transaction documents related to the Offering, including a subscription agreement, unanimous shareholders' agreement and other ancillary

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agreements and having the same terms and conditions as those agreements entered into by the other purchasers of the Class A Shares.

(b) Mechanics and Effect of Conversion. Upon conversion of this Note pursuant to this Section 3, the Holder shall surrender this Note, duly endorsed, at the principal offices of the Company or any transfer agent of the Company. Upon conversion of this Note, the Company will be forever released from all of its obligations and liabilities under this Note with regard to that portion of the principal amount and accrued interest being converted including without limitation the obligation to pay such portion of the principal amount and accrued interest.

4. **Payment; Prepayment.** All payments shall be made in lawful money of the United States of America at such place as the Holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to Holder's collection expenses, next to late charges, then to accrued interest then due and payable and the remainder applied to principal. This Note may be prepaid in whole or in part at any time without penalty.

5. **Events of Default; Remedies**.

(a) The occurrence of any one or more of the following events shall be deemed an "Event of Default":

(i) The failure to pay any amounts when due hereunder.

(ii) The Company shall:

(iii) Admit in writing its inability to pay its debts generally as they become due;

(1) Make an assignment for the benefit of its creditors; or

(2) Consent to the appointment of a receiver of itself or of the whole or any substantial part of its property.

(iv) The Company shall file a petition, proposal or notice of intention seeking reorganization, arrangement or other relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy, insolvency, winding-up or similar law of Canada or any province or territory thereof.

(v) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, receiver-manager, trustee, liquidator or monitor for the Company or of the whole or any substantial part of its property, or approving or granting a petition, application, proposal or notice of

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intention filed against the Company seeking reorganization, arrangement or other relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other applicable bankruptcy, insolvency, winding-up or similar law of Canada or any province or territory thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of the entry thereof.

(vi) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Company or of the whole or any substantial part of their property, and such custody or control shall not be terminated or stayed within thirty (30) days from the date of assumption of such custody or control.

(vii) A final judgment or order for the payment of money, or any final order granting equitable relief, shall be entered against the Company and such judgment or order has or will have a materially adverse effect on the financial condition of the Company.

(b) Upon the occurrence of any Event of Default, the Holder may, at its election, exercise such remedies available to it under applicable law, including but not limited to the right to declare immediately due and payable the entire unpaid principal sum of this Note, together with all accrued interest.

6. **Transfer; Successors and Assigns.** The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Notwithstanding the foregoing, the Holder may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Company. This Note may be transferred by Holder only upon surrender of the original Note for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, a new note for the same principal amount and interest will be issued to, and registered in the name of, the transferee. Interest and principal are payable only to the registered holder of this Note.

7. **Representations, Warranties and Covenants of the Company.** The Company hereby represents and warrants to the Holder as follows:

(a) Organization, Good Standing and Qualification. The Company is a corporation duly incorporated, validly existing and in good standing under the *Business Corporations Act* (Ontario). The Company has the requisite corporate power to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Corporate Power. The Company will have, as of the date of this

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Note, all requisite corporate power to execute and deliver this Note and to carry out and perform its obligations under the terms of this Note.

(c) Authorization**.** This Note, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws.

8. **Governing Law.** This Note and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to principles of conflicts of law.

9. **Notices.** Any notice required or permitted by this Note shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier or overnight delivery service, or on the third Business Day after being deposited in the mail as certified or registered mail, return receipt requested, with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.

10. **Amendments and Waivers.** Except as expressly provided in this Note, the Company does hereby waive presentment and demand for payment, protest, notice of protest and nonpayment, and notice of the intention to accelerate, and agrees that its liability on this Note shall not be affected by any renewal or extension in the time of payment hereof, by any indulgences, or by any release or change in any security for the payment of this Note. No term of this Note may be amended except with the written consent of the Company and the Holder. No provision of this Note may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and is signed or otherwise approved by the Company and Holder.

11. **Members and Holder Not Liable.** In no event shall any director, officer, shareholder, manager or employee of the Company or the Manager be liable for any amounts due or payable pursuant to this Note.

12. **Counterparts; Electronic Signatures.** This Note may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement. Delivery of an executed counterpart of this Note by electronic transmission, including by email of a PDF or other image file, or by electronic signature, shall be as effective as delivery of a manually executed original counterpart. The parties agree that this Note may be executed by electronic or digital signature, which shall be of the same legal effect, validity and enforceability as a manually executed signature, and each party consents to the use of electronic signatures in accordance with the *Electronic Commerce Act, 2000* (Ontario) and other applicable law.

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13. **Action to Collect on Note.** If action is instituted to collect on this Note, the Company promises to pay all costs and expenses, including reasonable legal fees and disbursements, incurred in connection with such action.

14. **Loss of Note.** Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note or any Note exchanged for it, and indemnity satisfactory to the Company (in case of loss, theft or destruction) or surrender and cancellation of such Note (in the case of mutilation), the Company will make and deliver in lieu of such Note a new Note of like tenor.

15. **Maximum Interest Rate.** Notwithstanding anything to the contrary contained herein, under no circumstances shall the aggregate amount paid or agreed to be paid hereunder that is or is deemed to be interest exceed the maximum rate of interest permitted under applicable law, including section 347 of the *Criminal Code* (Canada) and the *Interest Act* (Canada) (the "Maximum Rate"), and the payment obligations of the Company under this Note are hereby limited accordingly. If under any circumstances, whether by reason of advancement or acceleration of the maturity of the unpaid principal balance hereof or otherwise, the aggregate amounts paid on this Note shall include amounts which by law are deemed interest and which would exceed the Maximum Rate, the Company stipulates that payment and collection of such excess amounts shall have been and will be deemed to have been the result of a mistake on the part of both the Company and the Holder, and the party receiving such excess payments shall promptly credit such excess (to the extent only of such payments in excess of the Maximum Rate) against the unpaid principal balance hereof and any portion of such excess payments not capable of being so credited shall be refunded to the Company.

[Signature Page Follows]

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The parties have executed this Promissory Note as of the date first set forth above.

COMPANY:

MYRACEHORSE ATLANTIC VOYAGE 24 INC.

DocuSigned by:
Michael Behrens
52CB629A1CDB42C...

By: _____

Name: Michael Behrens

Title: Chief Executive Officer and Director

Address:
100 King Street West, Unit 5700, Toronto,
Ontario M5X 1C7, Canada

AGREED TO AND ACCEPTED:

THE HOLDER:

EXPERIENTIAL SQUARED, INC.

DocuSigned by:
Michael Behrens
52CB629A1CDB42C...

_____

Name: Michael Behrens
Title: Chief Executive Officer

Address:
2456 Fortune Dr., Suite 110
Lexington, KY 40509, USA