

No Underwriter, salesman, or other person has been authorized to give any information or to make any representations not contained in this Offering Memorandum in connection with the offer made hereby. If given or made, such information or representations must not be relied upon as having been authorized by the Company.

This Offering Memorandum does not constitute an offer of any securities other than the securities to which it relates or an offer to any person in any jurisdiction in which such an offer would be unlawful. Any material modification to the offering will be accomplished by means of an amendment written and signed by the Company's counsel. In addition, the right is reserved by the Company to cancel any confirmation of sale prior to the release of funds, if, in the opinion of the Company, completion of such sale would violate federal or state securities laws or a rule or policy of the National Association of Securities Dealers, Inc., Washington, DC 20006.

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Until July 10, 2020, all employees, officers, and directors of the Company effecting transactions in the Shares may be required to deliver this Offering Memorandum to prospective investors or their representatives.

50,000,000 Common Shares

Price: US \$15.00 per Share

Sold on a "Best Efforts" basis

Private Placement Memorandum

For Information Purposes Only



WOMEN'S FOOTBALL LEAGUE ASSOCIATION

**8275 S. Eastern Ave., Suite 200,
Las Vegas, NV 89123
888-411-9210**

Offering Memorandum

**US \$750,000,000.00
January 14, 2020**

Confidential Private Placement Offering Memorandum

**WOMEN'S FOOTBALL LEAGUE
ASSOCIATION**

A Nevada Corporation

50,000,000 Common Shares

for

US\$ 750,000,000.00

Women's Football League Association (hereinafter the "Company" or the "WFLA") is hereby offering Fifty Million (50,000,000) shares of Common Stock (the "Shares" or "Securities") for a price of US \$15.00 per Share, pursuant to the terms of this Confidential Private Placement Memorandum and exhibits and amendments thereto (the "Offering Memorandum" or "Memorandum"), for a period of 180 days from the date of this Offering Memorandum (the "Offering Period"), which period may be extended for an additional (180) days at the sole discretion of the Company (See "Plan of Distribution"). There is no minimum offering amount, and no escrow of funds received from this offering (the "Offering").

Any funds received will be immediately available for utilization by the Company for its own benefit. Initial investors should be aware of the **high degree of risk** involved with the Offering. Prior to this Offering, there has been no public market for the Shares of Common Stock, and there can be no assurance that a market will develop upon completion of this Offering or, if a market should develop, that it will continue.

THIS OFFERING INVOLVES A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY PERSONS WHO CANNOT AFFORD TO RISK LOSS OF THEIR ENTIRE INVESTMENT. THE INITIAL OFFERING PRICE HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND BEARS NO RELATIONSHIP TO THE ASSETS OF THE COMPANY, SHAREHOLDER EQUITY, OR ANY ESTABLISHED CRITERIA OF VALUE. (SEE "RISK FACTORS," "INVESTOR SUITABILITY" AND "PLAN OF DISTRIBUTION").

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION BECAUSE THEY ARE BELIEVED TO BE EXEMPT FROM REGISTRATION UNDER SECTION 3(b) OF THE SECURITIES ACT OF 1933 AND RULE 506 PROMULGATED THEREUNDER.

The Company was incorporated in the state of Nevada in January 25, 2019.

The Company is offering 50,000,000 Shares of Common Stock under the Offering at a price of \$15.00 per Share for an aggregate Offering price of US \$ 750,000,000.00. The Securities are being offered by the Company through its officers and directors on a "**Best Efforts**" basis, pursuant to a non-public offering exemption from the registration requirements imposed by the Securities Act of 1933, under **Regulation D, Rule 506**, as amended ("1933 Act").

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER SECURITIES REGULATORY AUTHORITY. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM, AND IT IS NOT INTENDED THAT ANY OF THEM WILL. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE RISKS, MERITS AND TERMS OF THIS OFFERING IN MAKING AN INVESTMENT DECISION.

THE COMPANY, AT ITS ABSOLUTE DISCRETION, MAY REJECT THE SUBSCRIPTION AGREEMENT TENDERED BY ANY PERSON. ANY PROSPECTIVE INVESTOR PRIOR TO INVESTING SHOULD READ THIS OFFERING MEMORANDUM IN ITS ENTIRETY.

NO PERSON IS AUTHORIZED BY THE COMPANY TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS OFFERING MEMORANDUM (THE "MEMORANDUM") IN CONNECTION WITH THIS OFFERING. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER WITHIN ANY STATE OR TO ANY PERSON TO WHOM SUCH OFFER WOULD BE UNLAWFUL. THIS MEMORANDUM IS FOR THE EXCLUSIVE USE OF THE PERSON TO WHOM IT IS DISTRIBUTED BY THE COMPANY AND MAY NOT BE REPRODUCED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF THE COMPANY. BY ACCEPTING DELIVERY OF THIS MEMORANDUM, EACH PERSON AGREES TO RETURN THE MEMORANDUM IF HE OR SHE DOES NOT PURCHASE THE SECURITIES OFFERED.

THE COMPANY HAS AGREED TO GIVE ALL PROSPECTIVE INVESTORS OR THEIR REPRESENTATIVE(S), OR BOTH, AT A REASONABLE TIME PRIOR TO THE PURCHASE OF ANY OF THE SECURITIES OFFERED HEREBY, THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, THE COMPANY OR PERSON(S) ACTING ON ITS BEHALF CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING, AND TO OBTAIN ANY ADDITIONAL INFORMATION WHICH THE COMPANY POSSESSES OR CAN ACQUIRE WITHOUT UNREASONABLE EFFORT OR EXPENSE THAT IS NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN.

THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE 1933 ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WOULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE SECURITIES OFFERED HEREBY INVOLVE A HIGH DEGREE OF RISK AND IMMEDIATE SUBSTANTIAL DILUTION AND SHOULD ONLY BE PURCHASED BY THOSE WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT (SEE "RISK FACTORS" AND "DILUTION").

THESE SECURITIES ARE OFFERED TO QUALIFIED INVESTORS PURSUANT TO THE NON-PUBLIC OFFERING **EXEMPTION FROM REGISTRATION** WITH THE SECURITIES AND EXCHANGE COMMISSION **PROVIDED BY REGULATION D, RULE 506**, AND/OR SECTION 4 (2) OF THE 1933 ACT ("SEE SUITABILITY INFORMATION").

	<u>Price to Investors¹</u>	<u>Proceeds to Company²</u>
Per Share:	\$15.00	\$15.00
Maximum Offering Amount:	\$750,000,000	\$750,000,000³

¹The purchase price is payable by check at the time an investor executes the Subscription Agreement and Confidential Purchaser Questionnaire.

²All funds received will be made immediately available to the Company for use as working capital (See "Use of Proceeds"). The Offering will continue until the earlier of the receipt of USD \$750,000,000.00 or July 14, 2020, unless extended in the sole discretion of the Company. Any extension may be accompanied by a supplement to this Offering Memorandum if the Company deems the same material.

³The total proceeds hereunder will go to the Company with respect to all Shares sold. (See "Use of Proceeds").

The Date of this Offering Memorandum Is December 14, 2020

SUMMARY OF THE OFFERING

The following Summary is qualified in its entirety by reference to the more detailed information appearing herein.

The Company

The Company was incorporated in the state of Nevada on January 25, 2019. WFLA is an “All Women” professional sports association which focuses on American football for women.

The Company's main corporate offices are located at 8275 S. Eastern Ave., Suite 200, Las Vegas, NV 89123. The Company's telephone number is 888-411-9210.

The Offering

Up to \$750,000,000.00 of Common Shares, in the principal amount of \$15.00 per Share, such Shares having equivalent voting rights, on a share for share basis, with the current outstanding Common Stock of the Company. The Shares have a par value of \$.001 per Share (See “Description of Securities”).

Minimum Subscription

Five Hundred Shares for a minimum price of \$7,500.00.

Purchase Price

\$15.00 per Share.

Risk Factors

The Shares offered hereby involve a high degree of risk. The prospective investor should review carefully and consider the factors described under “Risk Factors.”

Purchaser Requirements

Purchase of the Shares will be limited to subscribers who meet suitability standards within the meaning of Rule 501 promulgated under the Act, who can afford to bear the loss of their entire investment, and who agree to certain restrictions on the transferability of their Shares. See “Suitability Standards”.

Offering Period

The Offering will continue to July 10, 2020.

Subscription Documents

Subscription Agreement.

Subscription Procedure

Each investor should submit to the Company completed Subscription Documents, together with a check for the purchase price payable to the order of **Women’s Football League Association**

Use of Proceeds

The net proceeds of the Offering will be used to enable the Company to provide for development of infrastructure, for working capital, and for other purposes described elsewhere in this Memorandum. See “Use of Proceeds.”

Unregistered Offering

The Securities are not being registered and may not be sold unless they are registered under applicable Federal and State securities laws or an exemption from such laws is available.

Number of Common Shares currently outstanding on a fully-diluted basis	0	<u>Prior to this Offering</u>
	50,000,000	Upon completion of this Offering

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RISK FACTORS

The Securities being offered hereby involve a high degree of risk. Prospective investors should carefully consider, among other things, the following risk factors present in this Offering:

Prospective purchasers of the Securities should carefully consider the following risk factors and the other information contained in this Offering before making an investment in the Securities. Information contained in the Memorandum contains “forward-looking statements” which can be identified by the use of forward-looking terminology such as “believes”, “expects”, “may”, “should” or “anticipates”, or the negative thereof, or other variations thereon or comparable terminology, or by discussion of strategy (See “Results of Operations” and “Business”). No assurance can be given that the future results covered by the forward-looking statements will be achieved. The following matters constitute cautionary statements identifying important factors with respect to such forward-looking statements, including certain risks and uncertainties that could cause actual results to vary materially from the future results covered in such forward-looking statements.

1. Limited Operating History

The Company is a new venture, which has generated no revenue to date. There is no guarantee that any revenues and/or profits will be realized or increase. The Company was incorporated on January 25, 2019. The Company's continued success will depend in part on its ability to deal with the problems, expenses, and delays frequently associated with establishing a new business venture. Inasmuch as the Company will be required to make significant expenditures in connection with developing its infrastructure, acquiring assets and expanding its market, the Company anticipates that losses will occur until such time as revenues are sufficient to offset the Company's operating costs. There can be no assurance that the Company will further generate significant revenues or continue to achieve profitability. Future losses are possible and there is no assurance that the Company's operations will remain profitable.

2. Limited Capital; Need for Additional Capital

The Company presently has limited operating capital. Upon completion of the Offering, even if the entire Offering amount is raised, the amount of capital available to the Company will be limited, and may not be sufficient to enable the Company to fully develop its business without additional fund raising. Any inability to obtain additional financing when needed would have a material adverse effect on the Company, requiring it to curtail its expansion efforts.

3. Dependence Upon Key Personnel

The Company will be substantially dependent upon the individuals who comprise current management and other key personnel of the Company, including the expertise and abilities of Lupe Rose, Katherine Dirden and Sonja Shelby. As compared to many other companies, the Company does not have a depth of managerial and technical personnel. Accordingly, there is a greater likelihood that loss of the services of any of these persons would also have a material adverse impact upon the Company. The Company believes that its future success will also depend in large part on its ability to attract and retain highly skilled management. Competition for such personnel is intense, and there can be no assurance that the Company will be successful in attracting or retaining such personnel. Failure to attract and retain such personnel could have a material adverse effect on the Company's operations and its financial condition.

4. Competition.

The industry currently has a few other leagues for women. Although the Company plans to operate in a reasonably new market niche, the Company expects that as its operations increase, and as the market becomes more established, competition could intensify in the future. The Company believes that its ability to compete

successfully depends on a number of factors, including strategic alliances, market presence, the quality and efficiency of its infrastructure and industry and general economic trends.

5. No Dividends

The Company does not currently pay cash dividends on its Common Stock and does not anticipate paying such dividends at any time in the immediate future. At present, the Company will follow a policy of retaining all of its earnings, if any, to finance development and expansion of its business (See "Dividend Policy").

6. Arbitrary Determination of Offering Price

The Offering price of the Securities offered hereby was arbitrarily determined by management of the Company, and bears no relationship to the Company's assets, book value, net worth or other economic or recognized criteria of value. In no event should the public offering price be regarded as an indicator of any future market price of the Company's securities.

7. Restrictions on Transferability

There has been no public market for the Securities offered in this Private Offering Memorandum. The Securities, if sold to investors in the United States may be considered "restricted securities", in which case the Securities may need to be sold in compliance with Rule 144, adopted under the Securities Act of 1933. Rule 144 provides, in essence, that holders of restricted securities in a non-reporting company may not sell until after holding restricted securities for one year. There can be no assurance that an active public market for the Common Stock will be present, or that Rule 144 will be available at the time an investor may wish to sell any Securities purchased in this Offering. Investors must be prepared to accept the fact that their investment is of a long-term nature and may not be readily liquidated.

There can be no assurance that the conditions necessary to permit sales under Rule 144 will ever be satisfied. Moreover, there can be no assurance, as stated above, that any market for the Securities will develop, or that, if a market develops, it will be sustained. The Securities are being offered and sold pursuant to applicable exemptions under the Federal securities laws and in compliance with applicable state securities laws. The Securities may not be transferred except in compliance with all applicable Federal and state securities laws.

8. Volatility of Stock Prices

In the event an active public market does develop for the Securities, market prices will be influenced by many factors, and will be subject to significant fluctuation in response to variations in operating results of the Company and other factors such as investor perceptions of the Company, supply and demand, interest rates, general economic conditions and those specific to the industry, developments with regard to the Company's activities, future financial condition and management.

9. Applicability of Low-Priced Stock Risk Disclosure Requirements

The Securities of the Company may be considered low-priced securities under rules promulgated under the Exchange Act. Under these rules, Broker-Dealers participating in transactions in low-priced securities, which by definition are Securities of stock priced at less than \$5.00 per share, must first deliver a risk disclosure document which describes the risks associated with such stocks, the Broker-Dealer's duties, the customer's rights and remedies, and certain market and other information, and make a suitability determination approving the customer for low-priced stock transactions based on the customer's financial situation, investment experience and objectives. Broker-Dealers must also disclose these restrictions in writing to the customer and obtain specific written consent of the customer and provide monthly account statements to the customer. The likely effect of these restrictions will be a decrease in the willingness of Broker-Dealers to make a market in the stock, decreased liquidity of the stock, and increased transaction costs for sales and purchases of the stock as compared to other securities.

10. Limited Liability of Management

The Company has adopted provisions to its Articles of Incorporation and Bylaws which limit the liability of its Officers and Directors, and provide for indemnification by the Company of its Officers and Directors to the full extent permitted by Nevada corporate law, which generally provides that its officers and directors shall have no personal liability to the Company or its stockholders for monetary damages for breaches of their fiduciary duties as directors, except for breaches of their duties of loyalty, acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, acts involving unlawful payment of dividends or unlawful stock purchases or redemptions, or any transaction from which a director derives an improper personal benefit. Such provisions substantially limit the shareholder's ability to hold officers and directors liable for breaches of fiduciary duty and may require the Company to indemnify its officers and directors (See "Certain Transactions - Conflicts of Interest").

11. Best Efforts Offering/No Firm Commitment

The Company on a "best efforts, no minimum basis," offers the Securities; there is no underwriter and no firm commitment from anyone to purchase all or any of the Securities offered. No assurance can be given that all or any of the Securities will be sold. Furthermore, there is no escrow of funds or other provisions for returning any investors' funds if less than all Securities offered hereby are sold. This creates an increased risk to initial investors, in the event the Company is unable to raise the entire Offering amount, because there is no minimum Offering amount and funds will be utilized as received by the Company.

12. Insufficiency of Funds

The Company believes that the net proceeds to the Company from the sale of the Securities offered hereby (assuming that all Securities offered hereby are sold) will not provide the Company with sufficient capital to expand operation of the Company's business until it can begin generating enough profits from operations to fund future expansion therefrom. Many factors may, however, affect the Company's cash needs, including the Company's possible failure to generate sufficient revenues from operations (See "Use of Proceeds"). In addition, if less than all Securities are sold, the Company may not have sufficient capital to fund operations until sufficient revenues are being generated and may be unable to find suitable financing on terms acceptable to the Company. This event would significantly increase the risk to those persons who invest in this offering (See "Use of Proceeds").

13. Benefits to Present Stockholders/Disproportionate Risks

Collectively, the existing shareholders own zero (0) shares of the Company's Common Stock. If all Securities offered hereby are sold, upon completion of the Offering present stockholders will own zero (0.0%) of the then outstanding Common Stock, and investors in this Offering will own one hundred percent (100.0%), for which they will have paid approximately \$750,000,000.00 cash. Thus, investors in this Offering will provide a greater percentage of the cash contributed to capital of the Company than the ownership percentage they receive.

14. Broad Discretion in Application of Proceeds

Of the estimated net proceeds of \$750,000,000.00 from this Offering, \$750,000,000.00 has been allocated for working capital, inventory and services (See "Use of Proceeds"). None of the funds allocated to the foregoing purposes is subject to binding agreements requiring such use and no specific acquisition now being negotiated is likely to occur. Accordingly, the Company will have broad discretion in the application of such proceeds.

15. Environmental Matters

Compliance with environmental laws is a significant factor in the beverage industry. Certain raw materials handled, processed and disposed of in the industry may contain substances which are subject to a variety of governmental regulations concerning the discharge of hazardous materials into the environment. The Company has adopted standards and policies for accepting raw materials designed to ensure compliance with applicable environmental regulations. The Company's management does not believe that the costs associated with environmental compliance will have a material adverse impact on the Company.

16. Forward-Looking Statements; No Assurance of Attaining Financial Results

Certain business and financial information given herein contains forward-looking statements and therefore may involve known and unknown risks and uncertainties and other factors that may cause the actual results, performance and achievements of the Company to be materially different from those expressed or implied by such forward-looking statements. Some of the factors that may cause such material differences are set forth as risk factors under this section. Although the Company intends to amend and/or update this information as changes occur, there can be no assurance that the information will be completely current in conjunction with the Company's actual financial performance during 2019.

PRIOR TO MAKING A PURCHASE DECISION RESPECTING THE SECURITIES DESCRIBED HEREIN, A PROSPECTIVE INVESTOR SHOULD CAREFULLY REVIEW AND CONSIDER THE INFORMATION REGARDING THE RISKS CONTAINED HEREIN, INCLUDING ALL OF THE EXHIBITS. THE COMPANY AND ITS BOARD OF DIRECTORS ARE AVAILABLE TO DISCUSS WITH PROSPECTIVE INVESTORS ANY MATTER SET FORTH IN THESE RISK FACTORS OR ANY OTHER MATTER RELATING TO THE SECURITIES OFFERED HEREBY SO THAT PROSPECTIVE INVESTORS AND/OR THEIR REPRESENTATIVES MAY HAVE AVAILABLE TO THEM ALL INFORMATION, FINANCIAL AND OTHERWISE, RELATING TO THE COMPANY OR PURCHASE OF MEMBERSHIP INTERESTS THEREIN.

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BUSINESS

A. Company Overview

The Company was incorporated in the state of Nevada in January 2019.

Women's Football League Association (WFLA) Overview and Executive Summary

The Women's Football League Association is introducing the first professional women's football league with both Western and Eastern Conferences. The WFLA is taking advantage of this once in a lifetime moment to be the first professional Women's Football Organization. Lupe Rose CEO of SHE Beverage Company, The SHE Brand and now the WFLA, is one of the only branding and marketing gurus with the business acumen and track record to succeed in this long-awaited arena. WFLA stands for Women's Football League Association. When you think WFLA, think Women's NFL, the elite women's football league that will be recognized as the first ever women's football organization to execute the "Full Tackle Sport" like no other organization has delivered, with compensations to match.

The WFLA Playbook

The WFLA consist of 32 teams in 2 divisions, an Eastern and Western Conference. The teams are scheduled to play 258 games where each team will play 18 Games in an 18-week period.

Four "Wild Card" playoff games, four "Divisional Round" games, two "Conference Championship" games and one "Diamond Bowl."

HISTORY

The WFLA is designed to create the largest and most competitive women's tackle football league in the world. Women's tackle football teams and leagues have been in existence for over four decades, but the most promising growth in the sport, both in the number of teams and in the level of competition, that has taken place over the last five years.

WFLA PROMISE

The WFLA will work with all WFLA team owners and develop profit sharing through revenue streams on and off the field. Additionally, the WFLA will work with teams and assist with compensating all WFLA athletes and coaching staff with a professional salary.

FUNDS TO GROW

The WFLA is taking advantage of this once in a lifetime moment to be the first successful women's football organization of the millennium, THE WFLA will be undertaking its own total capital raise of \$2.5 billion dollars for its initial growth with its first raise by way of a Private Placement Memorandum (PPM).

Key Factors:

Each WFLA team will be allowed to have up to 55 players on its roster, plus a five-player practice squad. The WFLA will have 32 teams consisting of up to 1,920 total players.

Wednesday Night Football:

"Women's Wednesday Night Football" will be the WFLA's notable football night.

A Must:

Women's full tackle football with "No Helmet to Helmet Play."

Western Conference:

Seattle Reign; Dallas Diamonds; Houston Stampede; Jacksonville Crocs; Albuquerque Angels
New Jersey Dames; Portland Pirates; Kansas City Red Feathers; San Francisco Sharks;
Los Angeles Fame; San Diego Tridents; Las Vegas Devils; Phoenix Burn; Salt Lake Lilys;
Denver Pumas; Minnesota Shield Maidens

Eastern Conference:

New Orleans Melody; Nashville Honey Bees; Atlanta Amazons; Miami Jewels; Charlotte Cruise;
Washington Widows; Birmingham Bombshells; New York Stars; Boston Gypsies; Chicago Breeze;
Detroit Freeze; Philadelphia Assassins; Milwaukee Queens; Cleveland Captains;
Pittsburgh Vixens; Baltimore Belles

When it comes to work, historically speaking, women have been paid lesser wages across all industries, 70 cents on the dollar in comparison to their male counterparts. The sports industry has acted no differently. Until now. The WFLA intends to pay all female athletic recruits wages consistent with male athletes of the same sport and skill level. The WFLA will not “shortchange” any of its professional league players. That’s WFLA’s promise. That’s WFLA’s commitment to the WFLA players. Women deserve better, so SHE and the WFLA have created better. Women deserve the best, so SHE and the WFLA have structured the best league just for you. And if that isn’t enough, the WFLA intends to build their very own stadiums across the United States, dedicated to the WFLA and the women on all the teams. It is anticipated that all stadiums will have a suite that carries SHE Beer, SIP Water by SHE, Alkaline & Electrolyte waters, as well as High Gravity Octane Sports drink and bodyresQ H2O. Of course, there will also be a SHE Sports Shop for merchandising so fans can purchase their favorite team’s jerseys and other merchandise.

The WFLA continues its recruiting efforts holding its first “Scouting Combine & Football Jamboree” on August 10th, 2019 and its first Draft took place at the MGM Grand Las Vegas, August 31, 2019.

Professional athletes, coaches and sports agents have already joined forces to grow the vision of the WFLA and the execution is sure to garner top level success.

Where others have tried and failed to build an all-female football league on the same playing field with the NFL, SHE and the WFLA will prevail. SHE and the WFLA will be the first successful Women’s Football League the nation and world have ever known.

Season Start:

The WFLA anticipates a full launch by 2020 with the first season to start August 2021, launching its WFLA Team Kick off on the last Wednesday before Memorial Day 2021.

The WFLA anticipates generating revenue through the Teams, concessions, seat licensing and sales, merchandising, sponsorships, advertising on SHE TV and more

A percentage of the WFLA revenue generated will be shared by team owners

Profit Sharing:

Financial Benefits/Partners:

SHE Seats, Ticket Sales, SHE Beverage Company Concessions, Merchandise, Ticket Sales Licensing, TV Broadcasting, Satellite Radio Broadcasting Video Game Licensing, Other WFLA App Licensing

Other Financial Benefits:

- Sponsors • Women in Football History Museum • WFLA Football Arenas
- Gate Receipts • “DIAMOND BOWL” revenue.

WFLA TEAMS

W.F.W.C. WESTERN CONFERENCE



W.F.E.C. EASTERN CONFERENCE



WWW.WFLAFOOTBALL.COM



USE OF PROCEEDS

The net proceeds to be received by the Company from the sale of the shares offered by the Company hereby are estimated to be approximately \$750,000,000.00, after deducting offering expenses payable by the Company. The Company believes the net proceeds of this Offering will be sufficient to fund its plan of operation for the foreseeable future.

<u>Amount</u>	<u>Item</u>	<u>Percentage</u>
\$ 375,000,000	Working Capital/Operating Expenses	50%
\$ 225,000,000	Inventory	30%
\$ 150,000,000	Sales, Marketing, Salaries	20%
\$ 750,000,000	Total	100.0%

The amounts set forth above are only an estimate. The Company is unable to predict precisely what amount will be used for any particular purpose. To the extent the proceeds received are inadequate in any areas of expenditures, supplemental amounts may be drawn from working capital, if any. Conversely, any amounts not required for proposed expenditures will be retained and used for working capital. Should the proceeds actually received, if any, be insufficient to accomplish the purposes set forth above, the Company may be required to seek other sources to finance the Company's operations, including individuals and commercial lenders.

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MANAGEMENT

The following is a brief description of the business background of the executive officers and directors of the Women's Football League Association

Lupe Rose: CEO and Chairperson of the Board of Directors

CEO Lupe Rose has a long track record of working with major and Independent artists such as Nick Cannon, Whitney Houston, Angie Stone, Jon B, Cece Peniston, Duane DaRock, Michael Beckwith, Jenni Rivera, Ashanti, Destiny's Child and many more. The music label has also worked with major labels such as Sony, EMI, Interscope Records, Warner Chapel, Geffen Records, Universal Music Group, Arista Records, Bungalo Records and several others. Indee Corp owns numerous businesses both inside and outside of the entertainment industry, including the WFLA Company, Record Label, West Swagg Music Group, distributed exclusively by Bungalo/ Universal Music Group Distribution. Social Media TV Network Possessing 6 Launched TV Channels that can be viewed on Facebook, the web or any Smart TV/ Phone/ Tablet, An Awards Event, a film and music production company, a Clothing Line, New Technology in Film and Media and much more.

Rose has built several successful businesses, and now is devoting her time and resources to partnering with many commercial music giants to build a world-class Independent Corporation and has recently been named The Independent Conglomerate of 2013 possessing many businesses in Media.

Roses aggression in the Political arena sets her apart as a passionate, aggressive, experienced, geographical campaign expert in the new generation of street campaigning and social media political expertise, if you want to win your next campaign set aside time to meet this aggressive fund-raising community activist.

Education: Business Administration with an Emphasis in Marketing, University of San Diego / National College of San Diego, Other Professional Certificates in the field of Medicine, Journalism, Broadcasting, Education and Company Branding.

Katherine Dirden: COO, Treasurer and Director

Katherine Dirden was born in Miami, Florida, and moved to Southern California as a youth. Dirden's parents were entrepreneurs most of her life, where she felt fortunate to have them as an example to follow. Dirden had her first business at the age of 7 in Cuniculture and would sell to local pet stores.

After High School, Dirden focused her career in nursing, where she spent 22 years with Kaiser Permanente. During her career her specialty and focus was OBGYN and Nephrology where she grew a growing passion for Obstetrics. At the tender age of 18, Dirden began her Investment Portfolio, where she began to educate herself in with the Stock Market and with Investment Properties. Fascinated with the current growing trends of Real Estate Flips, in 2005 Dirden went back to school to obtain her Real Estate License and landed employment with Keller Williams as a Real Estate Agent where she still assists friends and family with their Real Estate needs.

In 2011 the Dirden's launched a General Construction Company called "Just Go Green, specializing in the rehabilitation of investment properties, commercial work, and new buildouts for investment groups and city projects.

Because of Dirden's love and personal attachment to Obstetrics, she opened a 3D/4D Ultrasound studio in Lancaster CA, with a business partner where the focus is to provide elective 3D/ 4D ultrasounds, child birth classes, and other pediatric and maternity educational services to the community.

As Dirden continued to grow her financial portfolio, she and her husband began looking for additional business opportunities. Introduced to SHE Beverage Company, Dirden met with Lupe Rose CEO and Sonja Shelby Co- Owners of the Company, she fell in love with the concepts of the Company and became a WFLA Founder. As she continued to invest in SHE, Dirden established a working relationship with the pair, and later was offered an ownership position. There, Dirden assisted with the growth of the company assisted with formulations of product, accepted a current position of Chief Operations Officer and Investor Relations Director, and concentrates her daily activities with the Company on growing the brand and taking the company public with her Business Partners Rose & Shelby.

Dirden is married for 26 years and has 3 children, a Daughter whom assists with her company “Sweet Cheeks 3D/ 4D Ultra Sound Studio, she has a Son currently in College pursuing an NFL Career, and another Son who works as a California Highway Patrol Officer.

Sonja Shelby: Executive Vice-President Secretary and Director

Sonja F. Shelby was born in Birmingham Alabama, her parents relocated to California when Sonja was at the tender age of 1 year old. Shelby attended local schools in the Los Angeles area attended Santa Monica, and San Antonio College’s. Shelby’s Career focus was in the medical industry where she spent many years working in senior management at both UCLA & Cedar Sinai medical facilities.

Shelby later ventured into a business partnership with WFLA Company’s CEO Lupe Rose where they launched a Music Label in the Entertainment industry, signing artist such as 10-time Diamond Recording artist Cece Peniston, Billboard charters LC Collins who has charted music with Donelle Jones, Vanessa Marie, Kontroversy Committee, and many Grammy Nominees.

After many years in the Entertainment Industry, releasing music, and touring, Shelby & Rose developed the SHE Beverage Company. In 2009 they came up with the concept to create a beer catered to Women by Women and ended up shelving the company until 2014 when they fully launched.

In 2014 Shelby & Rose decided to change the concept from offering and manufacturing a beer to becoming the first female owned beverage conglomerate. Creating other product such as Supplement H2O for men women & children, High Gravity Octane energy drinks, other Flavored Craft Beers, Spirits & Wines, Sip by SHE Alkaline & Electrolyte Waters.

The company has grown tremendously distributing to retailers such as Walmart, Bevmo, Total Wine & More, the Dodgers Stadium, Arco Gas Stations, AM PM Mini Markets Chevron Gas Stations, 7-11 Stores and many others.

Shelby is currently the Vice President of WFLA Company, she runs the day to day, Human Resources, and is the Vice Chair for the Company. Shelby has one son who works for WFLA Company as the General Manager.

Shawn “Pecas” Costner: President

Spanning more than 20 years, Shawn “Pecas” Costner has built a formidable career in executive management from his position as National Director of Street Promotions with Penalty Records, to Executive Vice President of Roc Nation Sports.

After leaving Penalty Records, Costner took the first steps in advancing his career to become a partner to Electra Records Dream Team Marketing and Promotions group. In 1998, he became Director of Rap Promotions with Gee Street/V2 Records. Shortly thereafter, he made yet another upward advancement, this time to Arista Records where he began as National Director of Rap Music and Mix-show Promotion. Two years later, he was promoted to Director of Urban Promotions of the Northeast Region; a position he maintained until 2005, before leaving for Island Def Jam to become Vice President of Lifestyle Promotions; a position he states was created especially for him. Costner was then promoted to Executive Vice President

before accepting a new role as VP of Player Relations for Roc Nation Sports, a sub-division of Roc Nation, “a preeminent entertainment company”.

“Roc Nation Sports” focuses on elevating athletes’ careers on a global scale both on and off the field.” Furthermore, “Roc Nation Sports” conceptualizes and executes marketing and endorsement deals, community outreach, charitable tie-ins, media relations and brand strategy, according to their sites ‘About Us’ page. Costner brings a plethora of business and sports knowledge.

Brandon Shelby: General Manager

B-Shel was born Brandon Shelby in West Covina, California. Being introduced to the entertainment industry at an early age, it was quickly discovered B-Shel was destined to be an entertainer. At the young age of seven he began developing his gift of rhythmically speaking by emulating his rap hero’s Tupac Shakur, Jay-Z, and LL Cool J. Like many great entertainers, mastering only one art is not enough. At the tender age of thirteen, B-Shel began writing lyrics. B-Shel developed a determination to succeed, exercising his admirable work ethic. Hard work, dedication and the willingness to continually learn and progress has helped to develop him into the artist he is today.

After completing three years of college B-Shel realized that his mission in life would remain incomplete if he did not return to his first love, music. His passion for Hip Hop and R & B landed him a job with High Desert Broadcasting, where he was a DJ for K-Mix 106.3 and News Talk 1440. Gifted with breathless flow and amazing delivery, it was not long before B-Shel accepted the fact that one mic and a stage was all he was missing to begin fulfilling his destiny.

His professional disposition and charismatic demeanor have permitted him to be the opening acts for many artists, including Ashanti, Destiny's Child, and Jon B. His confidence and proven skills encouraged greats such as Flo-Rida, Kanye West, Ray J, Pleasure P and a host of others to allow him to be part of their compilation projects. His overabundance of faith allowed him to grace the stage with Jaheim and Case. Being versatile and humble, created opportunities for him to perform at gospel events with artist such as Tonex, Ziel, Angie Stone, Nick Cannon and Marvin Sapp. Performing at Fairs, Concerts, in night clubs, or talent showcases, B-Shel delivers every time with a passion that certainly will make him the fans favorite.

After years of building a sturdy foundation and creating a buzz in the industry, B-Shel is ready to make his rap breakthrough. He has been recently signed to West Swagg Music Group founded by Lupe Rose, a subsidiary of Universal Music Group. His new single Get'n This Money will be released July 26th, 2011, with an album slated for Spring 2012.

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CERTAIN TRANSACTIONS

Conflicts of Interest

Other than as described herein, the Company is not expected to have significant dealings with affiliates. If there are such dealings the parties will attempt to deal on terms competitive in the market and on the same terms that either party would deal with a third person.

However, conflicts of interest are inherent in such dealings, and there is no assurance that such transactions will be favorable to the Company, due to the lack of arms length bargaining. Presently, none of the officers and directors has had any transactions which they contemplate entering into with the Company, aside from the matters described herein.

Management will attempt to resolve any conflicts of interest that may arise in favor of the Company. Failure to do so could result in fiduciary liability to management. The General Corporation Law of Nevada permits provisions in the articles, by-laws or resolutions approved by shareholders, which limit liability of Officers and Directors for breach of fiduciary duty to certain specified circumstances.

The Company's By-laws indemnify its Officers and Directors to the fullest extent permitted by Nevada law. Nevada law permits indemnification if a Director or Officer acts in good faith in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation. A Director or Officer must be indemnified as to any matter in which he successfully defends himself. Indemnification is prohibited as to any matter in which the Director or Officer is adjudged liable to the corporation.

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DESCRIPTION OF SECURITIES

1. Common Stock

The Company is authorized to issue One Hundred Million (400,000,000) shares of Common Stock (the "Common Stock") of Par Value of (\$0.001). As of the date of this Private Offering Memorandum the Company had zero (0) shares of Common Stock issued and outstanding. Holders of Common Stock are each entitled to cast one vote for each Share held of record on all matters presented to shareholders. Cumulative voting is not allowed.

Holders of Common Stock are entitled to receive such dividends as may be declared by the Board of Directors out of funds legally available therefor and, in the event of liquidation, to share pro rata in any distribution of the Company's assets after payment of liabilities. The Board of Directors is not obligated to declare a dividend and it is not anticipated that dividends will be paid until the Company is profitable.

Holders of Common Stock do not have pre-emptive rights to subscribe to additional shares if issued by the Company. There are no conversions, redemption, sinking fund or similar provisions regarding the Common Stock. All of the outstanding Shares of Common Stock are fully paid and non-assessable and all of the Shares of Common Stock offered thereby will be, upon issuance, fully paid and non-assessable.

Holders of Shares of Common Stock will have full rights to vote on all matters brought before shareholders for their approval, subject to preferential rights of holders of any series of Preferred Stock. Holders of the Common Stock will be entitled to receive dividends, if and as declared by the Board of Directors, out of funds legally available, and share pro rata in any distributions to holders of Common Stock upon liquidation.

The holders of Common Stock will have no conversion, pre-emptive or other subscription rights. The Shares of Common Stock outstanding at the Closing will be validly issued, fully paid and non-assessable. The Company has issued no options or warrants to any individual or entity.

2. Voting Rights

Holders of the Company's Common Stock are entitled to one vote per Share for each Common Share held of record by Company shareholders. Cumulative voting shall not be permitted in the election of Directors or otherwise.

3. Dividend Policy

The Company does not currently intend to declare or pay any dividends on its Common Stock, except to the extent that such payment is consistent with the Company's overall financial condition and plans for growth. For the foreseeable future, the Company intends to retain excess future earnings, if any, to support development and growth of its business. Any future determination to declare and pay dividends will be at the discretion of the Company's Board of Directors and will be dependent on the Company's financial condition, results of operations, cash requirements, plans for expansion, legal limitations, contractual restrictions and other factors deemed relevant by the Board of Directors.

4. Shares Eligible for Future Sale

The Securities offered hereby are "restricted securities" as that term is defined in SEC Rule 144 of the 1933 Securities Act ("Rule 144") and may not be resold without registration under the Securities Act. Provided certain requirements are met, the Shares of Common Stock purchased hereunder may be resold pursuant to Rule 144 or may be resold pursuant to another exemption from the registration requirement.

Generally, Rule 144 provides that a holder of restricted shares of an issuer which is not reporting company with the SEC under the Securities Exchange Act of 1934 may not sell until a one year holding period expires.

Lastly, there is minimal existing public or other market for the Shares, and there is no assurance that any such active market will develop in the foreseeable future.

Due to the above, all Shares offered herein will contain the following or similar restrictive legend to be placed on the certificates representing these securities:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. THEY HAVE BEEN ACQUIRED BY THE HOLDER FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THESE SECURITIES UNDER THE 1933 ACT OR LAWS, OR AN OPINION OF LEGAL COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT REGISTRATION IS NOT REQUIRED THEREUNDER."

It is anticipated that all of the Shares sold pursuant to this Offering, unless acquired by affiliates, may not be subject to restrictions on transferability, depending on registration with individual states, and will, upon issuance, be eligible for sale into any public market which may develop for the Common Stock of the Company upon compliance with registration requirements as promulgated under the Securities Act of 1933 and according to appropriate state securities laws.

5. Preferred Stock

The Company has 25,000,000 authorized shares of Preferred Stock, 20,000,000 are designated "Series A Preferred Stock" which have been issued to the Founders of the Company, Lupe Rose, Sonja Shelby and Katherine Dirden. These shares shall have the following preferences, limitations and relative rights:

(i) Dividends: The holders of shares of the Series A Preferred Stock shall be entitled to participate in dividends and no such dividend shall be paid, or cumulate, with respect to the Series A Preferred Stock until such time as determined solely in the reasonable discretion of the Board of Directors.

(ii) No Liquidation Preference: In the event of any liquidation, dissolution, or winding up of this corporation, either voluntarily or involuntarily, the holders of Series A Preferred Stock shall be entitled to receive distribution by reason of their ownership thereof.

(iii) Voting Rights. Each shareholder of Series A Preferred Stock of record shall have ten (10) votes for each single share of Series A Preferred Stock standing in his/her name in the books of the corporation. Cumulative voting shall not be permitted in the election of directors or otherwise.

(iv) Conversion Rights. . Each shareholder of Series A Preferred Stock of record shall have conversion rights of ten (10) shares of common stock for each single share of Series A Preferred Stock standing in his/her name in the books of the corporation convertible at the discretion of the Board.

Of the 25,000,000 authorized shares of Preferred Stock, 5,000,000 are designated "Series B Preferred Stock." These shares shall have the preferences, limitations, conversion, voting and any relative rights as determined by the Board of Directors at the time of issuance of each share of Series B Preferred Stock.

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PLAN OF DISTRIBUTION

1. General

The Company is offering the Shares on best efforts, no minimum basis. The Company without the utilization of any underwriter, investment banker, or broker-dealer will manage the Offering. The Company has filed its registration statement under the Investment Company Act of 1940 and intends to become publicly trading.,

The Company may enter into agreements with securities broker-dealers who are members of the Financial Industry Regulatory Authority (“FINRA”), whereby these broker-dealers will be involved in the sale of the Shares and will be paid a commission by the Company of up to ten percent (10%) of the offering price of the Shares sold by them, plus an additional unaccountable expense of three percent (3%) of the offering price of the Shares sold by them, as agreed to between the Company and the broker. However, the Company has not currently entered into any agreements with any broker-dealers, and there can be no assurance that the Company will do so.

The Shares will be offered and sold by Officers, Directors, and employees of the Company, who will receive no sales commissions or other compensation in connection with the Offering, except for reimbursement of expenses actually incurred on behalf of the Company in connection with such activities. However, these persons will receive compensation as per their normal relationship with the Company. The Shares will be sold only to persons who meet the suitability standards set forth herein, at a price of \$15.00 per Share (See “Suitability Standards”). In the event of over-subscription, the Company may, in its sole discretion, elect to retain all funds received and increase the total offering amount to include the over-subscribed amount, as allowed under appropriate federal and state securities laws.

2. Method of Subscribing

Investors may subscribe for the Shares by filling in and signing the “**Subscription Agreement**” and the “**Confidential Purchaser Questionnaire**” included herewith and delivering them, along with a check or certified funds, to **WOMEN’S FOOTBALL LEAGUE ASSOCIATION** at 8275 S. Eastern Ave., Suite 200, Las Vegas, NV 89123, prior to the Expiration Date as defined below. Certificates of Common Stock subscribed will be issued to each investor as soon as practical after the subscription is accepted by the Company, which will occur after review of the subscription materials and all other factors relevant to the transaction.

3. Expiration Date

The Offering will expire (the “Expiration Date”) on July 10, 2020 or when the entire Offering is fully subscribed, unless the Company, at its option, extends the offering period and updates the disclosures contained herein.

4. Right to Reject

The Company reserves the right to withdraw this offer at any time, or to reject any subscription in its sole discretion for any reason whatsoever prior to acceptance. Upon acceptance, the Company in its regular corporate checking account will promptly deposit funds for such subscription.

5. Immediate Use of Funds

There is no escrow of proceeds, and the Company in its operations will immediately use all proceeds as they are received. See “Use of Proceeds”.

LITIGATION

The Company has no material litigation pending at the time of this Offering Memorandum.

The Company's corporate offices are located at 8275 S. Eastern Ave., Suite 200, Las Vegas, NV 89123. The Company's telephone number is 888-411-9210.

This Memorandum and its attachments contain a fair summary of the relevant provisions of the documents referred to or relevant to the matters discussed herein. These documents are available for inspection during regular business hours at the offices of the Company, and upon request, copies of documents not annexed to this Memorandum will be provided to prospective Qualified Purchasers. Each prospective Qualified Purchaser, and his or her Purchaser Representative or Professional Advisor, if any, is invited to ask questions of, and receive answers from, the officers or directors of the Company and to obtain such information concerning the terms and conditions of the Offering, and particular information regarding the future development of the Company, to the extent management possesses the same or can acquire it without unreasonable effort or expense. An appointment for such purposes will be arranged upon request.

No person has been authorized to make any representation, warranty, covenant, or agreement not expressly contained in this Memorandum or confirmed in writing by a representative of the Company. Qualified Purchasers are encouraged to perform their own investigation and analysis of the Company and this Offering and to seek the advice of their own financial advisors.

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INFORMATION FOR RESIDENTS OF CERTAIN STATES

For California Investors Only:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATIONS CODE BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE CALIFORNIA CORPORATIONS CODE, IF SUCH REGISTRATION IS REQUIRED.

ALL OFFERS OR SALES MADE IN CALIFORNIA SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS: IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES. UPON ANY TRANSFER IN WHOLE OR IN PART OF ANY OF THE SHARES OR INTERESTS THEREIN TO CALIFORNIA RESIDENTS OR TO, IN, OR FROM CALIFORNIA, ANY DOCUMENTS OR ASSIGNMENTS OF TRANSFER MUST BEAR THE SAME LEGEND.

For Colorado Investors Only:

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT 1991, IF SUCH REGISTRATION IS REQUIRED.

For Delaware Investors Only:

PURSUANT TO §517.061(12) OF THE DELAWARE SECURITIES ACT, WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN DELAWARE, ANY SALE IN DELAWARE MADE TO A PURCHASER, OTHER THAN THOSE EXCLUDED FROM THE DEFINITION OF "PURCHASER" BY §517.061(12)(b) PURSUANT TO §517.061(12)(a) OF THE DELAWARE SECURITIES ACT, SHALL BE VOIDED BY THE PURCHASER IF SUCH SALE IS WITHIN THREE DAYS AFTER (a) THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR ANY ESCROW AGENT OR (b) THE AVAILABILITY OF SUCH PURCHASER'S PRIVILEGE TO AVOID SUCH SALE IS COMMUNICATED TO HIM (WHICHEVER IS LATER).

For Florida Investors Only:

THE SHARES REFERRED TO HEREIN WILL BE SOLD TO AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL FLORIDA RESIDENTS SHALL HAVE THE PRIVILEGE OF VOIDING THE PURCHASE WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER, OR AN ESCROW

AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE FLORIDA SECURITIES ACT OF 1973 AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT.

For Illinois Investors Only:

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS, NOR HAS THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS CRIMINAL OFFENSE.

New Jersey Investors Only

THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEROF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

For New York Investors Only:

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. THIS OFFERING DOCUMENT HAS BEEN FILED AS AN EXHIBIT TO THE COMPANY'S M-11 NEW YORK STATE FILING; HOWEVER, IT HAS NOT BEEN REVIEWED OR OTHERWISE APPROVED BY THE BUREAU OF INVESTOR PROTECTION AND SECURITIES, OF THE DEPARTMENT OF LAW, OF THE STATE OF NEW YORK. ANY CONTRARY REPRESENTATION IS UNLAWFUL. THIS OFFERING DISCLOSURE DOCUMENT DOES NOT CONTAIN ANY UNTRUE STATEMENTS OF MATERIAL FACTS, NOR DOES IT OMIT ANY MATERIAL FACTS NECESSARY TO MAKE THE STATEMENTS MADE IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. THIS DOCUMENT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS AND INFORMATION PURPORTED TO BE SUMMARIZED HEREIN BUT SHOULD NOT BE DEEMED TO CREATE ANY IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF.

THE OFFERING OF THE SHARES HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE NEW YORK BECAUSE OF THE OFFEROR'S REPRESENTATIONS THAT THIS IS INTENDED TO BE AN OFFERING PURSUANT TO RULE 504 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THAT IF ALL OF THE CONDITIONS AND LIMITATIONS OF REGULATION D ARE NOT COMPLIED WITH, THE OFFERING WILL BE RESUBMITTED TO THE ATTORNEY GENERAL FOR AMENDED EXEMPTION. EACH NEW YORK INVESTOR WILL BE REQUIRED TO AGREE THAT HE OR SHE WILL NOT SELL OR OTHERWISE TRANSFER THESE SHARES (OR THE INDIVIDUAL COMPONENTS) UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION THEREFROM IS AVAILABLE. FURTHER, THAT THE FUNDS INVESTED HEREIN ARE ILLIQUID AND THEREFORE ARE NOT REQUIRED FOR CURRENT NEEDS AND POSSIBLE PERSONAL CONTINGENCIES OF THE INVESTOR. NEW YORK INVESTORS, AND THEIR REPRESENTATIVES WILL HAVE ACCESS TO ALL OF THE DOCUMENTS, BOOKS, AND RECORDS OF THE COMPANY DURING BUSINESS

HOURS UPON REASONABLE NOTICE TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS.

ALL NEW YORK INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY UNDERSTAND THAT THIS OFFERING MAY BE MADE ONLY TO THOSE NON-ACCREDITED RESIDENTS OF NEW YORK WHO (1) HAVE A NET WORTH (ALONE OR JOINTLY WITH SPOUSE EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) EQUAL TO THREE TIMES THE AMOUNT OF THE INVESTMENT AND AN ADJUSTED GROSS INCOME (WITH SAME CRITERIA) OF FIVE TIMES THE AMOUNT OF THE INVESTMENT.

For Pennsylvania Investors Only:

EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203 (d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES HEREIN OFFERED.

IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207 (m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 [70 P.S. §1-207(m)], YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONIES PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO AS EVIDENCE OF THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED.

For Massachusetts Investors Only:

MASSACHUSETTS RESIDENTS MUST HAVE HAD EITHER (i) A MINIMUM NET WORTH OF AT LEAST FIFTY THOUSAND (\$50,000) DOLLARS [EXCLUDING HOME, HOME FURNISHINS AND AUTOMOBILES] AND HAD DURING THE LAST YEAR, OR IT IS ESTIMATED THAT THE SUBSCRIBER WILL HAVE DURING THE CURRENT TAX YEAR, TAXABLE INCOME OF FIFTY THOUSAND (\$50,000) DOLLARS OR (ii) A NET WORTH OF AT LEAST ONE HUNDRED FIFTY THOUSAND (\$150,000) DOLLARS [AS COMPUTED ABOVE].

For Michigan Investors Only:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MICHIGAN SECURITIES ACT AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT REGISTRATION UNDER THAT ACT OR EXEMPTION THEREFROM.

For Minnesota Investors Only:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER CHAPTER 80 OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED FOR VALUE EXCEPT PURSUANT TO REGISTRATION OR OPERATION OF LAW.

For Oregon Investors Only:

THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE DIRECTOR OF THE STATE OF OREGON UNDER THE PROVISIONS OF OAR 441-65-240. THE INVESTOR IS ADVISED THAT THE DIRECTOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE DIRECTOR.

THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION ON THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

For Texas Investors Only:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER APPLICABLE SECURITIES LAWS OF TEXAS AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 5.1 OF THE TEXAS SECURITIES ACT. THE SECURITIES COMMISSIONER NEITHER RECOMMENDS NOR ENDORSES THE INFORMATION PROVIDED HEREIN. THESE SECURITIES CANNOT BE RESOLD OR TRANSFERRED FOR VALUE UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

For Washington Investors Only:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE WASHINGTON SECURITIES ACT AND THE ADMINISTRATOR OF SECURITIES OF THE STATE OF WASHINGTON HAS NOT REVIEWED THE OFFERING OR OFFERING MEMORANDUM. THESE SECURITIES MAY NOT BE SOLD WITHOUT REGISTRATION UNDER THE ACT OR EXEMPTION THEREFROM.

IT IS THE RESPONSIBILITY OF ANY INVESTOR PURCHASING SHARES TO SATISFY ITSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE REQUIREMENTS.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OF ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM, ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SECURITIES ARE OFFERED BY THE COMPANY SUBJECT TO PRIOR SALE, ACCEPTANCE OR AN OFFER TO PURCHASE, WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFER, WITHOUT NOTICE. THE COMPANY RESERVES THE RIGHT TO REJECT ANY ORDER, IN WHOLE OR IN PART, FOR THE PURCHASE OF ANY OF THE SECURITIES OFFERED HEREBY.

All States:

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALES MAY BE MADE IN ANY PARTICULAR STATE. THIS MEMORANDUM MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS, IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE PRESIDENT FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY BE LAWFULLY MADE.

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INVESTOR SUITABILITY STANDARDS

A purchase of the Common Shares offered hereunder involves a high degree of risk and is suitable only for persons having substantial resources and who understand the long-term nature and risk factors associated with this investment. There is no current market in the Shares, and except as otherwise expressly contemplated by this Memorandum with respect to the Shares, and there is no guarantee that one will ever develop. The Securities have not been registered under the Act or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of such laws (See “Risk Factors” and “Limitation on Transferability”).

The Shares will not be offered by the Company to any prospective investor who does not first represent and warrant that either:

- (i) such prospective investor has such knowledge and experience in financial and business matters, that such prospective investor is capable of evaluating the merits and risks of an investment in the Company; or
- (ii) such prospective investor, together with such prospective investor’s Purchaser Representative, if any, have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of such an investment.

The Company has established minimum suitability standards for prospective investors hereunder, whereby such investors either:

- (i) have gross income of at least \$50,000.00 and a net worth in excess of \$150,000.00, exclusive of home, home furnishings and automobiles, or are purchasing in a fiduciary capacity for a person or entity having such an income and net worth; or
- (ii) have a net worth in excess of \$200,000.00, exclusive of home, home furnishings and automobiles, or are purchasing in a fiduciary capacity for a person having such net worth; or
- (iii) in the case of an IRA or qualified retirement plan fiduciary, (a) are purchasing in a fiduciary capacity for a person or entity which meets the suitability standards set forth in clause (i) or (ii); and (b) CAN BEAR THE ECONOMIC RISK OF AN INVESTMENT FOR AN INDEFINITE PERIOD OF TIME, CAN AT THE PRESENT TIME AFFORD A SUBSTANTIAL LOSS OF SUCH INVESTMENT, AND HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL MATTERS THAT THEY ARE CAPABLE OF EVALUATING THE FINANCIAL ASPECTS OF THE INVESTMENT.

THESE STANDARDS REPRESENT MINIMUM REQUIREMENTS FOR PROSPECTIVE INVESTORS AND DO NOT NECESSARILY MEAN THAT THESE SECURITIES ARE A SUITABLE INVESTMENT FOR ANY INVESTOR MEETING THESE REQUIREMENTS. MOREOVER, THE COMPANY RESERVES THE RIGHT TO MODIFY THE SUITABILITY STANDARDS ON A CASE-BY-CASE BASIS IN VIEW OF AN INVESTOR’S FINANCIAL CIRCUMSTANCES OR INVESTMENT EXPERIENCE.

GENERAL SUITABILITY STANDARDS

Each investor will be required to represent in writing that:

- (a) The investor is acquiring the Shares for investment, for his/her own account and not with a view to resale or distribution;
- (b) The investor's overall commitment to investments which are not readily marketable is not disproportionate to the investor's net worth, and the investment in the Shares will not cause such overall commitment to become excessive;
- (c) The investor has sufficient knowledge and experience in financial matters that he is capable of evaluating the merits and risks of the investment, can bear the economic risk of an investment for an indefinite period of time and can at the present time afford a substantial loss of his investment;
- (d) The investor has evaluated the merits and risks of investing in the Shares; and
- (e) The investor agrees that the certificates representing the Shares will contain and be endorsed with the following, or a substantially equivalent, legend:

THESE SECURITIES HAVE BEEN ACQUIRED PURSUANT TO AN INVESTMENT REPRESENTATION BY THE HOLDER AND SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED OR DONATED OR OTHERWISE TRANSFERRED EXCEPT UPON THE ISSUANCE TO WOMEN'S FOOTBALL LEAGUE ASSOCIATION OF A FAVORABLE OPINION OF COUNSEL, AND THE SUBMISSION TO THE COMPANY OF OTHER EVIDENCE, SATISFACTORY TO IT AND AS REQUIRED BY COUNSEL TO THE COMPANY, THAT ANY SUCH TRANSFER WILL NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED AND APPLICABLE STATE SECURITIES LAWS.

The Subscription Documents that accompany this Memorandum are designed to elicit information necessary to enable the Company and Participating Broker-Dealers, if any, to determine the suitability of a prospective investor and to assure that the Offering complies with the applicable State and Federal securities laws. See Exhibit A: "Subscription Agreement" and Exhibit B: "Purchaser Questionnaire".

The information supplied in those documents will be reviewed to determine the suitability of prospective investors, and the Company and participating Broker-Dealers, if any, will have the right to refuse any subscription, if in its discretion it believes that the prospective investor does not meet the applicable Suitability Standards or that the Shares are otherwise an unsuitable investment for the prospective investor.

Dated this 14th day of January 2020

By: 
85DAB88F97C420...
Lupe Rose, CEO & Chairperson
Women's Football League Association

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT WOMEN'S FOOTBALL LEAGUE ASSOCIATION (WFLA)

I acknowledge that the Company does not make any representation or warranty (other than those contained herein) concerning the completeness of any information provided. I also acknowledge and agree that I have been advised to conduct my own review of the business and affairs of the Company before subscribing.

1. INVESTMENT:

- (a) The undersigned subscribes for _____ shares of restricted common stock of the Women's Football League Association.
- (b) The total subscription price of _____ US (\$ _____ US);

Signatures: Executed this ____ day of _____ 20__.

X _____
Signature (investor or authorized signature)

X _____
Signature (Entity or authorized signature)

2. INVESTOR INFORMATION:

Name Social Sec. No.

Address: _____

Entity Name (type or print) EIN. No.

Address:

Street City State Zip

Mailing Address (if different from above):

Street City State Zip

Business Phone: () _____ Home Phone: () _____

3. TYPE OF OWNERSHIP: (You must check one box)

- 1. Individual
- 2. Tenants in Common
- 3. Community Property
- 4. Partnership
- 5. Trust
- 6. Joint Tenants with rights of Survivorship
- 7. Custodian for: _____.
- 8. Uniform Gifts to Minors Act of the State of _____.
- 9. Corporation
- 10. Other : explain: _____.

4. TERMINATION OF THE OFFERING:

The undersigned understands that the Company may terminate this private placement at any time and for any reason. If the private placement is so terminated, and the Company is holding subscriptions that have not been accepted by an authorized representative of the Company, together with the un-accepted subscription agreements, then in that event the subscriptions so held shall be returned.

5. REPRESENTATION AND WARRANTIES:

By executing this subscription agreement, the undersigned represents and warrants to the Company that:

a. I have adequate means for current and long-term personal needs and contingencies. I do not need liquidity with respect to my investment in the Shares. I am in a financial position to hold the Shares for an indefinite period of time. I am able to bear the economic risk of, and can withstand, a complete loss of my investment in the Company.

b. I have knowledge and experience in financial and business matters, and I am capable of (a) requesting, reviewing and understanding the information I have acquired regarding the Company and its operations, management and control, and (b) evaluating the merits and risks of an investment in the Company and the Shares, including the risk of losing my entire investment.

c. I am (a) of legal age in accordance with the laws of my state of residency, (b) acquiring the Shares solely for my own account or as fiduciary for the benefit of another, and (c) not acquiring the Shares as a nominee or agent for the benefit of any other person. To the extent I am acting as a fiduciary in acquiring the Shares, all warranties, representations and covenants herein shall be deemed to have been made on behalf of the person or persons for whom I am acting, except that such person(s) need not be of legal age.

d. I am acquiring the Shares for investment and not with a view to any offering, sale or distribution of all or any part of the Shares.

e. I am an "Accredited Investor" as that term is defined in Section 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act").

Specifically, I am: (CHECK ALL APPROPRIATE ITEMS)

_____ (i) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ (ii) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the shares offered, with total assets in excess of \$5,000,000.00.

_____ (ii) A director or executive officer of the Company.

_____ (iv) A natural person whose individual net worth, or joint net worth with my spouse, at the time of purchase exceeds \$1,000,000.00.

_____ (v) A natural person who had an individual income in excess of \$200,000.00 in each of the two most recent years or joint income with my spouse in excess of \$300,000.00 in each of those years and has a reasonable expectation of reaching the same income level in the current year. If I am a Nevada resident, my investment in the Company will not exceed 10.0% of my net worth (or joint net worth with spouse). If I am a Massachusetts resident, my investment in the Company will not exceed 25% of my joint net worth with my spouse (exclusive of principal residence and its furnishings).

_____ (vi) A trust, with total assets in excess of \$5,000,000.00, not formed for the specific purpose of acquiring the shares offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) (i.e., a purchaser not an Accredited Investor who either alone or with his purchaser representative(s) has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment).

_____ (vii) An entity in which all of the equity owners are accredited investors. (If this alternative is checked, I must identify each equity owner and provide statements signed by each demonstrating how each qualifies as an accredited investor.)

f. If I am a natural person, I am: a bona fide resident of the State contained in the address set forth following my signature on this Subscription Agreement as my home address; at least 21 years of age; and legally competent to execute this Subscription Agreement. If an entity, the person signing this Subscription Agreement is duly authorized to execute this Subscription Agreement and this Subscription Agreement, when executed and delivered by Subscriber, will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms; and the execution, delivery and performance of this Subscription Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other necessary action on the part of the undersigned. (If not applicable, see paragraphs (j), (k), (l) and (m) below.)

g. Without limiting any of my other representations and warranties hereunder, I acknowledge that I have reviewed and am aware of the risk factors of investing in the Company.

h. I have received, read, and understand this Private Placement Memorandum

i. I acknowledge that the representations, warranties and agreements made by me herein shall survive the execution and delivery of this Subscription Agreement and the purchase of the Shares.

By executing this subscription agreement, the Company represents and warrants to the undersigned that:

a. **Organization and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada, has all requisite corporate authority and power, Licenses, authorizations, consents and approvals to carry on its business as presently conducted and to own, hold and operate its properties and assets as now owned, held and operated by it, and is duly qualified to do business and in good standing in each jurisdiction in which the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company.

b. **Authority.** The Company has all requisite authority and power (corporate and other), Licenses, authorizations, consents and approvals to enter into and deliver this Agreement and any of the other Transaction Documents to which the Company is a party and any other certificate, agreement, document or instrument to be executed and delivered by the Company in connection with the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents by the Company and the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company. The Company does not need to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Person or Governmental Authority in order for the Parties to execute, deliver or perform this Agreement or the transactions contemplated hereby. This Agreement has been, and each of the Transaction Documents to which the Company is a party will be, duly and validly authorized and approved, executed and delivered by the Company.

c. **Binding Obligations.** Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties hereto and thereto other than the Company, this Agreement is duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors rights generally.

d. **No Conflicts.** Neither the execution nor the delivery by the Company of this Agreement nor the consummation or performance by the Company of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the Company Organizational Documents, (b) contravene, conflict with or result in a violation of any Law, Order, charge or other restriction or decree applicable to the Company, or by which the Company or any of its respective

assets and properties are bound or affected, (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of the Company under, or alter the obligations of any Person under, or create in any Person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a Governmental Authority or any other Person) pursuant to, or result in the creation of a Lien on any of the assets or properties of the Company under, any note, bond, mortgage, indenture, Contract, License, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company or any of its respective assets and properties are bound or affected; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any licenses, permits, authorizations, approvals, franchises or other rights held by the Company or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Company, except, in the case of clauses (b), (c), or (d), for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect on the Company.

e. **Subsidiaries.** The Company does not own, directly or indirectly, any equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise. There are no Contracts or other obligations (contingent or otherwise) of the Company to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, any other Person or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person.

f. **Organizational Documents.** The Company has delivered or made available to the investor a true and correct copy of the Articles of Incorporation of the Company and any other organizational documents of the Company, each as amended, and each such instrument is in full force and effect (the "Company Organizational Documents"). The Company is not in violation of any of the provisions of the Company Organizational Documents.

g. **No Brokers or Finders.** No Person has, or as a result of the transactions contemplated herein will have, any right or valid claim against the Company for any commission, fee or other compensation as a finder or broker, or in any similar capacity, based upon arrangements made by or on behalf of the Company.

h. **Legal Proceedings:** The Company is not engaged in and has not been threatened with any litigation, legal or administrative proceeding.

6. INDEMNIFICATION:

I acknowledge that I understand the meaning and legal consequences of the representations and warranties contained herein, and I hereby agree to protect, defend, indemnify and hold harmless the Company and each incorporator, officer, director, employee, agent and controlling person thereof, past, present or future, from and against any and all loss, damage or liability due to or arising out of a breach of any such representation or warranty.

7. ACCEPTANCE OF SUBSCRIPTION:

The undersigned hereby confirms Subscriber's understanding that the Company has the full right to accept or reject this subscription, providing that the Company must accept or reject the subscription within thirty (30) days after the Company receives it. In case of rejection of a subscription, contributions of such persons will promptly be returned to such persons without interest thereon.

Please make a copy of your completed Subscription Agreement for yourself after signing.

-signature page to follow-

Investor:

By: _____

Printed Name: _____

Dated this ____ day of _____ 20__.

Accepted for the Company this _____ day of _____ 20__.

By: _____
Lupe Rose, CEO & Chairperson