FORM 1-A

Offering statement under Regulation A

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An Offering Statement pursuant to Regulation A relating to these securities has been filed with Securities and Exchange Commission. Information contained in this Preliminary Offering Circular is subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted before the Offering Statement filed with the Commission is qualified. This Preliminary Offering Circular shall not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sales of these securities in any state in which such offer, solicitation or sale would be unlawful before registration or qualification under the laws of such state. The company may elect to satisfy its obligation to deliver a Final Offering Circular by sending you a notice within two business days after the completion of the company's sale to you that contains the URL where the Final Offering Circular or the Offering Statement in which such Final Offering Circular was filed may be obtained.

PRELIMINARY OFFERING CIRCULAR DATED FEBRUARY 23, 2022

LADY LOANS

Lady Loans, Inc.
1209 Orange Street
Wilmington, Delaware 19801

https://ladyloans.com

UP TO 250,000 LADY EMPOWERMENT BONDS

SEE "SECURITIES BEING OFFERED" AT PAGE XX
MINIMUM INVESTMENT: $100

Common Shares	Price to Public	Placement Agent Discounts and Commissions*	Proceeds to Issuer Before Expenses
Per security	$ 100.00	$ 3.60	$ 96.40
Total maximum	$ 25,000,000	$ 900,000	$ 24,100,000

*Lady Loans has engaged Rialto Markets LLC ("Rialto") to act as a placement agent for this offering and to perform certain administrative and technology-related functions as set forth in "Plan of Distribution." The company will pay a cash commission of 2% to Rialto on sales of the bonds. The company may pay a cash commission of 8% to Rialto on sales of up to $5,000,000 in bonds sold solely due to Rialto's direct selling efforts. Assuming Rialto sells $5,000,000 or more in bonds through its direct selling efforts and we reimburse Rialto for maximum expenses of $4,250, we estimate the maximum compensation payable to Rialto is $904,250.

The company expects that the amount of expenses of the offering that it will pay will be approximately $900,000 not including commissions or state filing fees.

The company has engaged Wilmington Trust as an escrow agent (the "Escrow Agent") to hold funds tendered by investors and may hold a series of closings at which we receive the funds from the escrow agent and issue the securities to investors.

The offering is being conducted on a best-efforts basis without any minimum target. Because there is no minimum target, the company may close on any amounts invested, even if those amounts are insufficient for the intended use of proceeds, or do not

cover the costs of this offering. The offering will terminate at the earlier of the date at which the maximum offering amount has been sold or the date at which the offering is earlier terminated by the company in its sole discretion. At least every 12 months after this offering has been qualified by the United States Securities and Exchange Commission (the "Commission"), the company will file a post-qualification amendment to include the company's recent financial statements. The company may undertake one or more closings on a rolling basis and, after each closing, funds tendered by investors will be available to the company.

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OR GIVE ITS APPROVAL OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

GENERALLY NO SALE MAY BE MADE TO YOU IN THIS OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN 10% OF THE GREATER OF YOUR ANNUAL INCOME OR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(d)(2)(i)(C) OF REGULATION A. FOR GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO www.investor.gov.

This offering is inherently risky. See "Risk Factors" on page 3.

Sales of these securities will commence on approximately [____], 2022.

The company is following the "Offering Circular" format of disclosure under Regulation A.

In the event that we become a reporting company under the Securities Exchange Act of 1934, we intend to take advantage of the provisions that relate to "Emerging Growth Companies" under the JOBS Act of 2012. See "Implications of Being an Emerging Growth Company."

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In this Offering Circular, the terms "Lady Loans," "we," "us," "our" or "the company" refer to Lady Loans, Inc. and its consolidated subsidiaries.

THIS OFFERING CIRCULAR MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE

WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT’S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY’S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

Implications of Being an Emerging Growth Company

As an issuer with less than $1.07 billion in total annual gross revenues during our last fiscal year, we will qualify as an “emerging growth company” under the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”) and this status will be significant if and when we become subject to the ongoing reporting requirements of the Exchange Act of 1934, as amended (the “Exchange Act”). An emerging growth company may take advantage of certain reduced reporting requirements and is relieved of certain other significant requirements that are otherwise generally applicable to public companies. In particular, as an emerging growth company we:

- will not be required to obtain an auditor attestation on our internal controls over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- will not be required to provide a detailed narrative disclosure discussing our compensation principles, objectives and elements and analyzing how those elements fit with our principles and objectives (commonly referred to as “compensation discussion and analysis”);
- will not be required to obtain a non-binding advisory vote from our stockholders on executive compensation or golden parachute arrangements (commonly referred to as the “say-on-pay,” “say-on-frequency” and “say-on-golden-parachute” votes);
- will be exempt from certain executive compensation disclosure provisions requiring a pay-for-performance graph and CEO pay ratio disclosure;
- may present only two years of audited financial statements and only two years of related Management’s Discussion and Analysis of Financial Condition and Results of Operations, or MD&A; and
- will be eligible to claim longer phase-in periods for the adoption of new or revised financial accounting standards.

We intend to take advantage of all of these reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards under Section 107 of the JOBS Act. Our election to use the phase-in periods may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the phase-in periods under Section 107 of the JOBS Act.

Under the JOBS Act, we may take advantage of the above-described reduced reporting requirements and exemptions for up to five years after our initial sale of common equity pursuant to a registration statement declared effective under the Securities Act of 1933, as amended (the “Securities Act”), or such earlier time that we no longer meet the definition of an emerging growth company. Note that this offering, while a public offering, is not a sale of common equity pursuant to a registration statement, since the offering is conducted pursuant to an exemption from the registration requirements. In this regard, the JOBS Act provides that we would cease to be an “emerging growth company” if we have more than $1.07 billion in annual revenues, have more than $700 million in market value of our common stock held by non-affiliates, or issue more than $1 billion in principal amount of non-convertible debt over a three-year period.

Certain of these reduced reporting requirements and exemptions are also available to us due to the fact that we may also qualify, once listed, as a “smaller reporting company” under the Commission’s rules. For instance, smaller reporting companies are not required to obtain an auditor attestation on their assessment of internal control over financial reporting; are not required to provide a compensation

discussion and analysis; are not required to provide a pay-for-performance graph or CEO pay ratio disclosure; and may present only two years of audited financial statements and related MD&A disclosure.

SUMMARY

Our Company

Lady Loans, Inc. ("Lady Loans") was incorporated in Delaware on August 17, 2021, and is the parent company of two operating companies, Lady Loans (Alberta) Ltd. ("Lady Loans Canada") incorporated in Alberta, Canada, and a future operating company Lady Loans (USA) Ltd. ("Lady Loans USA") to be based in Delaware. The Lady Loans concept was co-founded by Diana Machado in 2019 and has been tested as a proof of concept in Canada prior to formalizing the structure and company in Delaware in 2021.

Lady Loans supports women with right-sized financial products and services, specifically women who are underbanked or experiencing poverty – a group that has long been marginalized and disrespected by larger institutions and are unable to obtain personal or consumer credit solutions due to low or moderate incomes, poor conventional credit history, and lower credit ratings. Creating a meaningful path toward financial inclusion and creditworthiness for these women can change their lives and the lives of their families and communities.

Our initial financial product, The Lady Loan, is an unsecured installment loan between $500 and $7,500 for up to 60 months. However, the Lady Loans value proposition is more than just a loan, it's a community that includes peer mentoring and support and a larger 'village' of women to build financial literacy and provide ancillary support services.

The Offering

Securities offered:	Maximum of 250,000 Lady Empowerment Bonds
Class A Voting Common Stock outstanding before the offering	1,060
Class B Voting Common Stock outstanding before the offering	0
Class C Non-Voting Common Stock outstanding before the offering	0
Total Number of Class A and Class B Voting and Class C Non-voting Common Stock Authorized	30,000
Preferred Stock outstanding before the offering:	0
Total Number of Class D, Class E and Class F Preferred Stock Authorized	30,000
Use of proceeds:	The net proceeds of the offering will be used to fund operations, provide loans to clients, and grow the Lady Loans movement across North America.

Selected Risks Associated with Our Business

Our business is subject to a number of risks and uncertainties, including those highlighted in the section titled "Risk Factors" immediately following this summary. These risks include, but are not limited to, the following:

- We are an early stage company with no operating history and no revenues.
- The company's auditor has issued a "going concern" opinion.
- We may not have sufficient capital that may be necessary or required to raise additional capital and the terms of subsequent financings may adversely impact investment.
- We have a no operating history in a rapidly evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.
- If the information provided by borrowers is incorrect or fraudulent, we may misjudge a customer's qualification to receive a loan, and our operating results may be harmed.
- Our revenues and profitability depend on loan volume and our customers' ability to repay, which may be difficult to predict.
- If our estimates of loan receivable losses are not adequate to absorb actual losses, our provision for loan receivable losses would increase, which would adversely affect our results of operations.
- We face substantial competition and other competitive dynamics which could harm our financial performance.
- We are dependent on our information systems which may be vulnerable to cyber-attacks or other events.
- The lending industry is highly regulated. Changes in regulations or in the way regulations are applied to our business could adversely affect our business.
- We do not currently have intellectual property and we may be unable to register or adequately protect our intellectual property interests in the future. We may also be found infringing on intellectual property interests of others.
- The loss of one or more of Lady Loans' key personnel, or our failure to attract and retain other highly qualified personnel in the future, could harm our business.
- Investors will be holders of Lady Empowerment Bonds that have no voting rights and you will have no ability to influence the company's decisions.

RISK FACTORS

The Commission requires the company to identify risks that are specific to its business and its financial condition. The company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. Investors should consider general risks as well as specific risks when deciding whether to invest.

Risks Related to our Business

We are an early stage company with no operating history and no revenues. Our company was incorporated on August 17, 2021 in Delaware as a stock corporation. Our Canadian subsidiary has a limited history upon which an investor can evaluate our performance and future prospects. The company has a short history, few customers, and has not generated any revenue to date. Our current and proposed operations are subject to all the business risks associated with new enterprises. These include likely fluctuations in operating results as we react to developments in our markets, difficulty in managing our growth and the entry of competitors into the market. We cannot assure that we will continue to be profitable in the foreseeable future or generate sufficient profits to pay dividends to the holders of the shares.

The company's auditor has issued a "going concern" opinion. The company's auditor has issued a "going concern" opinion on its financial statements, which means the company may not be able to succeed as a business without additional financing. As of August 17, 2021, the date of its inception financial statements, the company is not close to profitability. The audit report states that the company's ability to continue as a going concern for the next twelve months is dependent upon its ability to generate cash from operating activities and/or to raise additional capital to fund its operations. The company's failure to raise additional short-term capital could have a negative impact on not only its financial condition, but also its ability to remain in business.

We may not have sufficient capital that may be necessary or required to raise additional capital and the terms of subsequent financings may adversely impact investment. We anticipate needing access to credit in order to support our working capital requirements as we grow. Although interest rates are low, it is still a difficult environment for obtaining credit on favorable terms. If we cannot obtain credit when we need it, we may issue debt or equity securities to raise funds, modify our growth plans, or take some other action. Interest on debt securities could increase our costs and negatively impact operating results. If we are unable to find additional capital on favorable terms, then it is possible that we will choose to reduce or cease our business activity., which could impact our cash flow and impact our ability to pay interest to investors. Even if we are not forced to reduce or cease our business activity, the unavailability of capital could result in our performing below expectations, which could also adversely impact cash flow.

We have a no operating history in a rapidly evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful. We have no operating history in an evolving industry that may not develop as expected. Assessing our business and future prospects is challenging in light of the risks and difficulties we may encounter. These risks and difficulties include our ability to:

- identify borrowers and increase the number and total volume of loans extended to borrowers;
- improve the terms on which loans are made to borrowers as our business becomes more efficient;
- increase the effectiveness of our subsidiaries' direct marketing and lead generation through referral sources;
- successfully develop and expand the user base for a Lady Loans App;
- favorably compete with other companies that are currently in, or may in the future enter, the business of lending to customers like ours;
- successfully navigate economic conditions and fluctuations in the credit market;
- effectively manage the growth of our business; and
- successfully expand our business into adjacent markets.

We may not be able to successfully address these risks and difficulties, which could harm our business and cause our operating results to suffer.

If the information provided by borrowers is incorrect or fraudulent, we may misjudge a customer's qualification to receive a loan, and our operating results may be harmed. Our loan participation or loan decisions are based largely on information provided to us by loan applicants. To the extent that these applicants provide information to us in a manner that we are unable to verify, we may not be able to accurately assess the associated risk. In addition, data provided by third-party sources is a significant component of our underwriting process, and this data may contain inaccuracies. Inaccurate analysis of data that could result from false loan application information could harm our reputation, business, and operating results.

Our revenues and profitability depend on loan volume and our customers' ability to repay, which may be difficult to predict. We are lending to a traditionally risky population. We have systems and supports in place to assess our clients' creditworthiness and ability to repay, but we are not able to rely on traditional measures of creditworthiness due to the nature of our business. If we begin to experience higher default rates this could significantly impact our cash flow. We aim to keep late payments at approximately 12%. We will seek to keep our default rate below 8% per month. During our pilot project we have charged off 8.5% of loans since the date of inception; our

lowest charge off month was 0.08% and highest has been 3.03%. There is no guarantee that we will be able to keep our charge-off and default rates low, which could significantly impact our ability to generate profits and maintain our operations.

If our estimates of loan receivable losses are not adequate to absorb actual losses, our provision for loan receivable losses would increase, which would adversely affect our results of operations. We maintain an allowance for loans receivable losses. To estimate the appropriate level of allowance for loan receivable losses, we consider known and relevant internal and external factors that affect loan receivable collectability, including the total amount of loan receivables outstanding, historical loan receivable charge-offs, our current collection patterns, and economic trends. If customer behavior changes as a result of economic conditions and if we are unable to predict how the unemployment rate, housing foreclosures, and general economic uncertainty may affect our allowance for loan receivable losses, our provision may be inadequate. Our allowance for loan receivable losses is an estimate, and if actual loan receivable losses are materially greater than our allowance for loan receivable losses, our financial position, liquidity, and results of operations could be adversely affected.

We face substantial competition and other competitive dynamics which could harm our financial performance. Consumer lending is a competitive industry with a variety of providers that are more established than we are and/or have significantly more resources than we do. We believe that our business is focusing on a specialized and underserved niche market where we have specialized experience to compete successfully, however existing competitors or new entrants could enter the market to support women through short term relief. There is no guarantee that we will be able to outperform these competitors, which could have a negative effect on our business, financial condition, and results of operations.

As a growing company, we have to develop effective financial and operational processes and controls. Effective internal controls and accounting resources are necessary for us to provide reliable financial reports, which, as a growing company, we are still building out with the support of third-party professional services firms. Currently, we do not have sufficient accounting resources with relevant technical accounting skills to address certain complex matters in our financial statements. In addition, we do not yet have sufficiently designed internal controls to provide the appropriate level of oversight regarding the financial recordkeeping and review of the company's financial reporting. Failure to achieve and maintain an effective internal accounting and control environment could cause us to face regulatory action and cause investors to lose confidence in our reported financial information, either of which could have an adverse effect on our business and financial results.

Our costs may grow more quickly than our revenues, harming our business and profitability. Our efforts to attract competent personnel and the costs of marketing and increasing our customer base will require significant resources. Our expenses or the time to market may be greater than we anticipate and our investments to make the business more efficient may not be successful. In addition, Lady Loans may need to increase marketing, sales, and other operating expenses in order to grow and expand its operations and to remain competitive. Increases in our costs may adversely affect our business and profitability.

We are dependent on our information systems which may be vulnerable to cyber-attacks or other events. Our operations are dependent on our information systems and the information collected, processed, stored, and handled by these systems. We rely heavily on our computer systems to manage our client account balances, booking, pricing, processing and other processes. We receive, retain and transmit certain confidential information, including personally identifiable information in our capacity as market makers. For these operations, we depend in part on the secure transmission of confidential information. Our information systems are subject to damage or interruption from power outages, facility damage, computer and telecommunications failures, computer viruses, security breaches, including credit card or personally identifiable information breaches, coordinated cyber-attacks, vandalism, catastrophic events and human error. Any significant disruption or cyber-attacks on our information systems, particularly those involving confidential information being accessed, obtained, damaged, or used by unauthorized or improper persons, could harm our reputation and expose us to regulatory or legal actions and impair our ability to operate our business and our financial results.

The collection, processing, storage, use, and disclosure of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements, or differing views of personal privacy rights. We receive, collect, process, transmit, store, and use a large volume of personally identifiable information and other sensitive data from borrowers and purchasers of the bonds and our services. There are federal, state, and foreign laws regarding privacy, recording telephone calls, and the storing, sharing, use, disclosure, and protection of personally identifiable information and sensitive data. Specifically, personally identifiable information is increasingly subject to legislation and regulations to protect the privacy of personal information that is collected, processed, and

transmitted. Any violations of these laws and regulations may require us to change our business practices or operational structure, address legal claims, and sustain monetary penalties, or other harms to our business.

The regulatory framework for privacy issues in the United States and internationally is constantly evolving and is likely to remain uncertain for the foreseeable future. The interpretation and application of such laws is often uncertain, and such laws may be interpreted and applied in a manner inconsistent with other binding laws or with our current policies and practices. If either we or our third-party service providers are unable to address any privacy concerns, even if unfounded, or to comply with applicable laws and regulations, it could result in additional costs and liability, damage our reputation, and harm our business.

The lending industry is highly regulated. Changes in regulations or in the way regulations are applied to our business could adversely affect our business. Changes in laws or regulations or the regulatory application or judicial interpretation of the laws and regulations applicable to us could adversely affect our ability to operate in the manner in which we intend to conduct business or make it more difficult or costly for us to participate in or otherwise make loans. A material failure to comply with any such laws or regulations could result in regulatory actions, lawsuits, and damage to our reputation, which could have a material adverse effect on our business and financial condition and our ability to participate in and perform our obligations to investors and other constituents.

The initiation of a proceeding relating to one or more allegations or findings of any violation of such laws could result in modifications in our methods of doing business that could impair our ability to collect payments on our loans or to acquire additional loans or could result in the requirement that we pay damages and/or cancel the balance or other amounts owing under loans associated with such violation. We cannot assure you that such claims will not be asserted against us in the future.

The legal environment changes frequently. New or revised laws or regulations could negatively impact our go to market strategy. This includes the 2017 Final Consumer Financial Protection Bureau (“CFPB”) Rule that may increase costs and lessen the effectiveness of industries ability to service and collect on loans. We cannot provide any assurances that additional federal, state, provincial or local laws or regulations will not be enacted in any of the jurisdictions in which it operates. It is possible that future changes to statutes or regulations will have a material adverse effect on our results on our strategy.

Under the Equal Credit Opportunity Act we may not discriminate against a borrower in any aspect of a credit transaction on a prohibited basis, including sex or gender. Under the Equal Credit Opportunity Act (“ECOA”) we may not discriminate against a borrower in any aspect of a credit transaction on a prohibited basis. Sex and gender are included as a prohibited bases under ECOA, which means Lady Loans may not be able to lend exclusively to women. Lady Loans intends to initially focus on lending to women but will provide loans to any individual. In the future we intend to create a Special Purpose Credit Program under Regulation B of the ECOA, which could allow Lady Loans to create a lending program specifically designed to extend credit to women, an underserved population.

Our company is subject to regulations in the U.S., and our foreign subsidiaries are subject to regulations abroad, in each case covering all aspects of their business. Our mode of operation and profitability may be directly affected by additional legislation and changes in rules promulgated by various domestic and foreign government agencies that oversee our businesses, as well as by changes in the interpretation or enforcement of existing laws and rules, including the potential imposition of additional capital and margin requirements and/or transaction taxes. While we endeavor to timely deliver required annual filings in all jurisdictions, we cannot guarantee that we will meet every applicable filing deadline globally. Noncompliance with applicable laws or regulations could result in sanctions being levied against us, including fines, penalties, disgorgement and censures, suspension or expulsion from a certain jurisdiction or market. Noncompliance with applicable laws or regulations could also negatively impact our reputation, prospects, revenues and earnings. In addition, changes in current laws or regulations or in governmental policies could negatively impact our operations, revenues and earnings.

We are subject to the risk of fluctuating interest rates, which could harm our business operations. We expect to generate net income from the difference between the interest rates we charge borrowers or otherwise make from our permissible investments, including loan origination fees paid by borrowers, and the interest we pay to the holders of bonds. Due to fluctuations in interest rates, we may not be able to charge borrowers an interest rate sufficient for us to generate income, which could harm our planned business operations.

Failure or poor performance of third-party software, infrastructure, or systems on which we rely could adversely affect our business. We depend on third parties to provide and maintain certain infrastructure that is critical to our business. For example, we rely on third

parties to provide software, data center services and dedicated fiber optic, microwave, wireline, and wireless communication infrastructure. This infrastructure may malfunction or fail due to events outside of our control, which could disrupt our operations and have a material adverse effect on our business, financial condition, results of operations and cash flows. Any failure to maintain and renew our relationships with these third parties on commercially favorable terms, or to enter into similar relationships in the future, could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We also rely on certain third-party software, third-party computer systems and third-party service providers, including clearing systems, exchange systems, alternate trading systems, order routing systems, internet service providers, communications facilities, and other facilities. Any interruption in these third-party services or software, deterioration in their performance, or other improper operation could interfere with our trading activities, cause losses due to erroneous or delayed responses, or otherwise be disruptive to our business. If our arrangements with any third party are terminated, we may not be able to find an alternative source of software or systems support on a timely basis or on commercially reasonable terms. This could also have a material adverse effect on our business, financial condition, results of operations and cash flows.

We do not currently have intellectual property and we may be unable to register or adequately protect our intellectual property interests in the future. We may also be found infringing on intellectual property interests of others. We currently do not have any registered intellectual property in the United States. We intend to file certain patents and trademarks in the future. However, we may be subject to claims by other parties asserting interests in such trademarks and domain names or infringement of their intellectual property rights. In addition, our business is subject to the risk of third parties infringing our trademarks. We may not always be successful in securing protection for, or stopping infringements of, our trademarks and we may need to resort to litigation in the future to enforce our rights in this regard. Any such litigation could result in significant costs and a diversion of resources. We may not have the funds to adequately protect our intellectual property rights, which may undermine the credibility of our intellectual property, reducing our ability to enter into sub-licenses and weakening our attempts to prevent competitors from entering the market.

The loss of one or more of Lady Loans' key personnel, or our failure to attract and retain other highly qualified personnel in the future, could harm our business. Lady Loans currently depends on the continued services and performance of key members of its management team. The loss of key personnel could disrupt our operations and have an adverse effect on our business. Our CEO, Diana Machado, is instrumental to our current operations and, should she no longer be able to perform her duties, we cannot guarantee that we would be able to find and hire a new CEO and management in a timely manner. As we continue to grow, we cannot guarantee that we will continue to attract the personnel the company needs to maintain its competitive position. If we do not succeed in attracting, hiring, and integrating qualified personnel, or retaining and motivating existing key personnel, we may be unable to grow effectively.

We may be impacted by the worldwide economic downturn due to the COVID-19 pandemic. In December 2019, a novel strain of coronavirus, or COVID-19, was reported to have surfaced in Wuhan, China. COVID-19 has spread to many countries, including the United States, and was declared to be a pandemic by the World Health Organization. Efforts to contain the spread of COVID-19 in the U.S., Europe and Asia have included severe and unpredictable travel restrictions and social distancing. The impacts of the outbreak are unknown and rapidly evolving. A widespread health crisis has adversely affected and could continue to affect the global economy, resulting in an economic downturn that could negatively impact the value of the company's shares and investor demand for shares generally.

The extent to which COVID-19 affects our financial results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the COVID-19 outbreak and the actions to contain the outbreak or treat its impact, among others. Moreover, the COVID-19 outbreak has had and may continue to have indeterminable adverse effects on general commercial activity and the world economy, and our business and results of operations could be adversely affected to the extent that COVID-19 or any other pandemic harms the global economy generally.

Specifically for our company, uncertainty over COVID-19 re-openings could cause an adjustment in our planned growth, in addition to the rate that we raise funds. Declining economic conditions could decrease demand for loans, cause default rates to increase, and decrease operating results.

Risks Related to the Securities and the Offering

Investors will be holders of Lady Empowerment Bonds that have no voting rights and you will have no ability to influence the company's decisions. The securities purchased in this offering are not entitled to vote and voting control is in the hands of our shareholders who own all the Class A and Class B Voting Common Stock. Investors in this offering will have a no ability to influence our policies or any other corporate matter, including the election of directors, changes to our company's governance documents, creating an employee option pool, and any merger, consolidation, sale of all or substantially all of our assets, or other major action requiring stockholder approval

This offering involves "rolling closings" which may mean that earlier investors may not have the benefit of information that later investors have. We may instruct the escrow agent to disburse offering funds to us at any time. At that point, investors whose subscription agreements have been accepted will become our bondholders. In light of our early stage of development, our business may change during the offering period. We will file supplements to our Offering Circular reflecting material changes and investors whose subscriptions have not yet been accepted will have the benefit of that additional information. These investors may withdraw their subscriptions and get their money back. Investors whose subscriptions have already been accepted, however, will already be our bondholder and will have no such right.

This investment is illiquid. There is no currently established market for reselling these securities. If you decide that you want to resell these securities in the future, you may not be able to find a buyer.

The subscription agreement has a forum selection provision that requires disputes be resolved in state or federal courts in the State of Delaware, regardless of convenience or cost to you, the investor. In order to invest in this offering, investors agree to resolve disputes arising under the subscription agreement in state or federal courts located in the State of Delaware, for the purpose of any suit, action or other proceeding arising out of or based upon the agreement. Section 22 of the Securities Act of 1933, as amended (the "Securities Act"), creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. We believe that the exclusive forum provision applies to claims arising under the Securities Act, but there is uncertainty as to whether a court would enforce such a provision in this context. Section 27 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. You will not be deemed to have waived the company's compliance with the federal securities laws and the rules and regulations thereunder. This forum selection provision may limit your ability to obtain a favorable judicial forum for disputes with us. Although we believe the provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies and in limiting our litigation costs, to the extent it is enforceable, the forum selection provision may limit investors' ability to bring claims in judicial forums that they find favorable to such disputes, may increase investors' costs of bringing suit and may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the provision inapplicable to, or unenforceable in an action, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

Using a credit card to purchase shares may impact the return on your investment as well as subject you to other risks inherent in this form of payment. Investors in this offering have the option of paying for their investment with a credit card, which is not usual in the traditional investment markets. Transaction fees charged by your credit card company (which can reach 5% of transaction value if considered a cash advance) and interest charged on unpaid card balances (which can reach almost 25% in some states) add to the effective purchase price of the shares you buy. See "Plan of Distribution." The cost of using a credit card may also increase if you do not make the minimum monthly card payments and incur late fees. Using a credit card is a relatively new form of payment for securities and will subject you to other risks inherent in this form of payment, including that, if you fail to make credit card payments (e.g. minimum monthly payments), you risk damaging your credit score and payment by credit card may be more susceptible to abuse than other forms of payment. Moreover, where a third-party payment processor is used, as in this Offering, your recovery options in the case of disputes may be limited. The increased costs due to transaction fees and interest may reduce the return on your investment.

The Commission's Office of Investor Education and Advocacy issued an Investor Alert dated February 14, 2018 entitled: "Credit Cards and Investments – A Risky Combination", which explains these and other risks you may want to consider before using a credit card to pay for your investment.

USE OF PROCEEDS

We estimate that, at a per security price of $100.00, the net proceeds from the sale of the $25,000,000 in securities in this offering will be approximately $24,100,000 after deducting the estimated offering expenses of approximately $900,000.

Offering funds will be used to fund the Regulation A including offering costs, direct marketing and legal and admin fees, in addition we intended to use proceeds to pay salaries for employees including an annual salary of $125,000 to be paid to the Co-Founder and CEO beginning after $1,000,000 has been raised in this offering.

	25% of Maximum Offering Amount	50% of Maximum Offering Amount	75% of Maximum Offering Amount	Maximum Offering Amount
Gross Offering Proceeds	**$ 6,250,000**	**$ 12,500,000**	**$ 18,750,000**	**$ 25,000,000**
Less Estimated Offering Costs	$ 125,000	$ 250,000	$ 535,000	$ 900,000
Estimated Net Offering Proceeds	$6,125,000	$ 12,250,000	$ 18,215,000	$ 24,100,000
Principal Uses of Net Proceeds				
Marketing	$ 711,000	$ 1,336,000	$ 1,961,000	$ 2,586,000
Legal	$ 100,078	$ 111,015	$ 121,953	$ 132,890
Admin & operating	$ 19,000	$ 31,000	$ 43,000	$ 57,000
Employee compensation, including executive officers	$ 658,125	$ 895,500	$ 1,134,000	$ 1,612,125
Amounts Available for Lady Loans	**$ 4,636,798**	**$ 9,876,485**	**$ 14,955,048**	**$ 19,711,985**

Because the offering is a “best efforts” offering, we may close the offering without sufficient funds for all the intended purposes set out above, or even to cover the costs of this offering.

The above figures represent only estimated costs. This expected use of net proceeds from this offering represents our intentions based upon our current plans and business conditions. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors. As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering. We may find it necessary or advisable to use the net proceeds from this offering for other purposes, and we will have broad discretion in the application of net proceeds from this offering. Furthermore, we anticipate that we will need to secure additional funding to fully implement our business plan. Please see the section entitled “Risk Factors”.

We reserve the right to change the above use of proceeds if management believes it is in the best interests of our company.

THE COMPANY’S BUSINESS

Overview

Lady Loans is a purpose-based company. We’re guided by our purpose and core values in how we grow and how we support our clients, employees, and investors. Our purpose is to *“Connect women to encourage, empower and enrich other women”*. Our values are Build Character, Be Vulnerable, No Judgement and Speak the Truth.

Lady Loans, Inc. (“Lady Loans”) was incorporated in Delaware on August 17, 2021, and is the parent company of two operating companies, Lady Loans (Alberta) Ltd. (“Lady Loans Canada”) incorporated in Alberta, Canada and a future operating company Lady Loans (USA) Inc. (“Lady Loans USA”) based in Delaware. Lady Loans was co-founded by Diana Machado in 2019 and has been tested as a proof of concept in Canada prior to formalizing the structure and company in Delaware in 2021.

Lady Loans supports women with right-sized financial products and services, specifically women who are underbanked or experiencing poverty – a group we believe has long been marginalized and disrespected by larger institutions. Due to low or moderate incomes, poor conventional credit history, and lower credit ratings, many women are unable to obtain personal or consumer credit solutions. Creating a meaningful path toward financial inclusion and creditworthiness for these women can change their lives and the lives of their families and communities. Lady Loans believes there are approximately 22 million[1] women fitting into this category in the United States and an additional 5 million[2] in Canada. These 27 million women have an average of 1.9[3] children. Based on our estimated number of clients and their dependents by supporting underbanked women, Lady Loans has the potential to positively impact the lives of up to 75 million women and children.

The Lady Loans concept connects women to encourage, empower and enrich other women by providing women with access to a "Lady Loan", peer support within a "Sisterhood Peer Group" and broader support within a "Lady Loans Village". Each of these are described below in more detail. The three layers together make up our "Kitchen Table Inclusion Philosophy" providing comprehensive financial and life support to each of our Ladies. The loans and these programs will be managed within each Branch (referred to as a 'Village') by a Manager and Assistant Manager (referred to as a 'Mayor' and 'Deputy Mayor' who will be employees of the company. These employees will be the point persons for approving and issuing the loans, build the personal emotional connection, and stay connected daily with the Ladies in their respective Branch.

[1] 2019 United States Census - Poverty Status by Sex by Age

[2] Mintel Group Ltd., (2016). The Underbanked – Canada – February 2016

[3] https://data.worldbank.org/indicator/SP.DYN.TFRT.IN?locations=US

Organizational Structure

Lady Loans Inc., is the parent of the two operating companies, Lady Loans Canada and Lady Loans USA. Both operations will offer small consumer loans for personal purposes only. The majority stockholders of Lady Loans Inc. include A Trust as a Force for Good, Jolene Latimer, and Diana Machado. A Trust as a Force for Good is also the sole owner of Business as a Force for Good, Inc., which in turn owns Cashco Financial, a transitional lending company based in Canada.

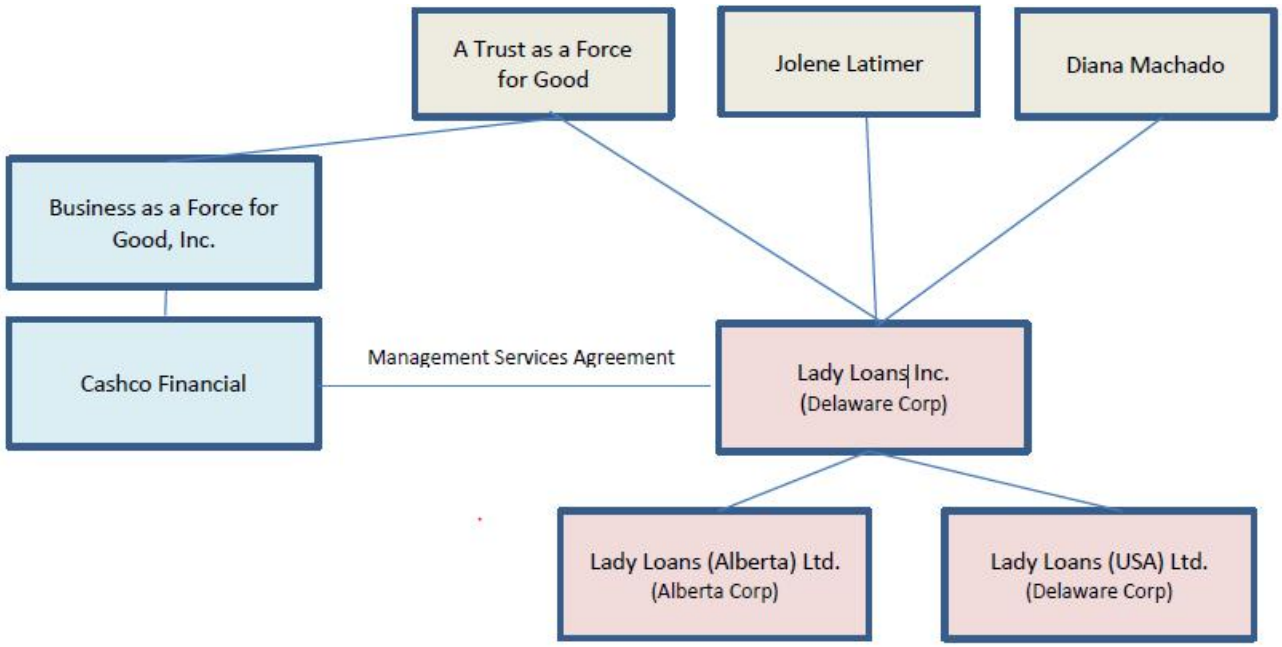

Figure 1: Lady Loans Organizational Structure

Product Overview & Strategy

The women we serve are empowered by our "Kitchen Table Inclusion Philosophy" made up of a Lady Loan, a peer group and a village or branch. Entry is primarily based on accessing a Lady Loan, and together these three parts works in unison to provide relief and build up members around the following four pillars:

1. Helping dollars to go further (*by providing access to local and national discounts*)
2. Improving women's and families' understanding of money (*by providing financial literacy, credit building and savings strategies*)
3. Supporting mental health and resiliency *(by providing counselling, peer groups, social services and learning opportunities)*
4. Growing finances and earnings (*by providing career and life opportunities*)

Figure 2: Lady Loan to Village

Loans serve as the gateway to inclusion by supporting women accessing services with both relief through a Lady Loan but also providing a hand up (not a handout) to further develop the financial competencies of these women. The interest charged on these small consumer loans is currently the company's primary source of revenue. Lady Loans range in size from $500 to $7,500 with the average loan being around $2,200. These unsecured, personal loans carry an interest rate below 35.99% and are on a term of 6 to 60 months. From a conventional finance perspective, these may sound like a high interest rate but based on the industry and the credit ratings of the underbanked populations that Lady Loans serve, they are competitive with the market in terms of cost of borrowing, but from an overall value perspective provide more services and support for this rate. The interest rate charged services the operating of the company and the Lady Empowerment Bonds. As the cost of borrowing is reduced through accessing bonds, the company can continue to work toward additional right-sized products and lower rates. The loan cost covers membership in the peer groups, the Village and support, paying the employees that support the clients.

The loans are right-sized for the underbanked or those experiencing poverty – a group that has long been marginalized and disrespected by larger institutions and are unable to obtain personal or consumer loans due to low incomes, poor credit history, and lower credit ratings. We believe that following the "kitchen table model", will reduce the risk of high charge offs because we are focused on building personal emotional connections. Achieving lower charge off rates will allow us to have more capital to deploy for Lady Loans, and in turn help, more clients and their families.

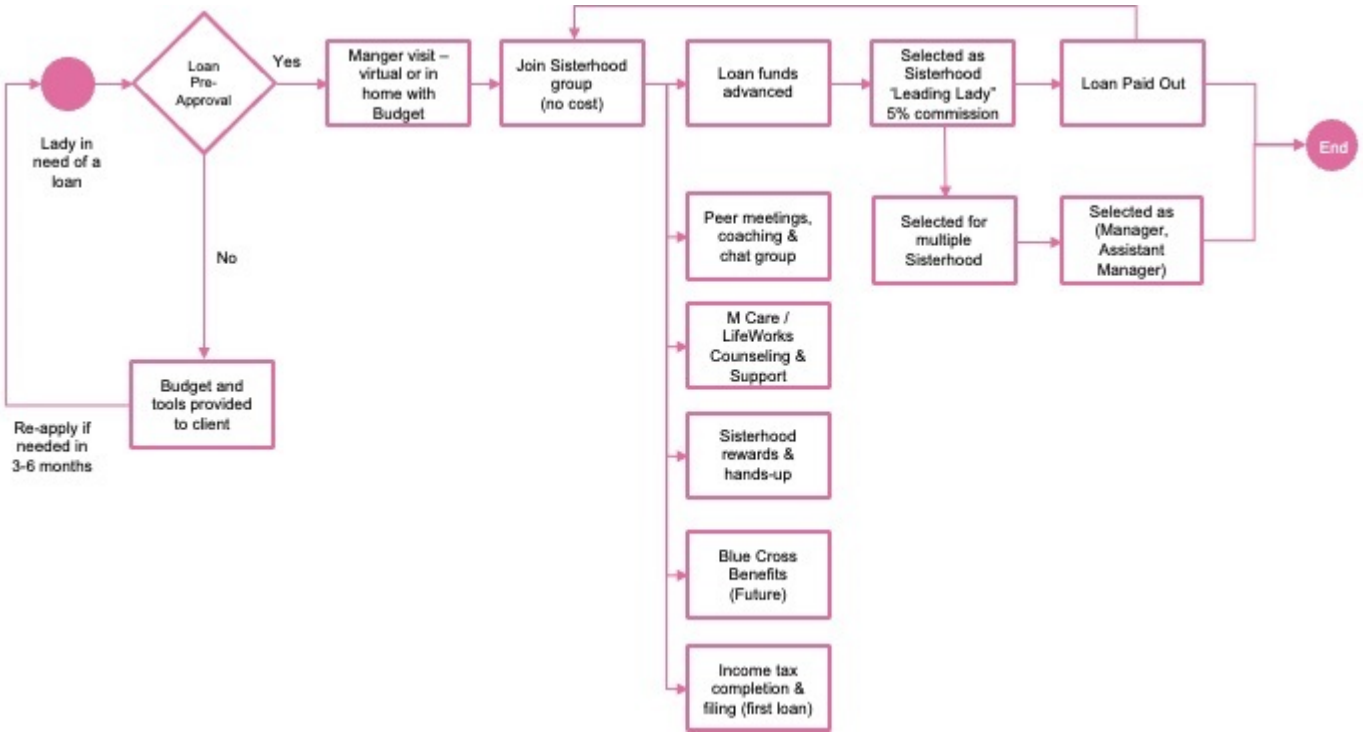

Figure 3: Lady Loans Process Overview

The Lady Loan

Our flagship product, the 'Lady Loan' provide opportunities for short term relief for women who are financially excluded from traditional credit markets by offering small unsecured personal loans between $500 to $7,500. These loans will have terms of 6 to 60 months, and an interest rate of 35.99% or below.

Lady Loans focuses on making a difference for the women we serve, looking at how we can provide short term relief. With each of our Ladies, we start the onboarding by building goals and budgets. Quite often, the goals fall around similar themes:

- "I want to build my credit and save so I can buy a house"
- "I need to build credit as everything is/was in my husband's name"
- "I want to build a better life for my kids

These goals to enhance one's future are similar around the world: each client just wants to do better to give herself and her family a better chance with a brighter future. What makes the Lady Loans approach unique is that we set these goals in person at the kitchen table and follow up at least every six months to see how their goals are progressing.

To provide these loans, Lady Loans operates specialized consumer lending agencies in the US and Canada that extend small consumer loans to economically underserved women. We underwrite, originate, and service our loans up until the point they may be delinquent for more than 90 days. After this point, a third-party collection agency may be engaged to support the company's efforts to collect. Lady Loans are for personal use, typically in emergency situations and is not provided for business or investment purposes. A few real-life examples of Lady Loans from the pilot include:

- Eman used a Lady Loan to pay her legal fees after selling her marital home during her divorce.
- Gail used a Lady Loan to facilitate a move to a new city for a new job, allowing her to progress in her field.

- Jessica used a lady Loan to attain her level one certification as a makeup artist.

Our lending model depends on creating strong personal relationships, often at the kitchen table, but we've experienced similar success using Zoom and other video platforms. Every applicant undergoes an on-boarding process of preparing a household budget, developing personal goals, committing to the Lady Loans pledge, and joining a peer group. The initial loan provides opportunities for short term relief, but this is only the beginning of our relationship with our clients.

Once a loan is paid off, the client can choose to stay part of the current peer group and continue to access the support of the sisterhood, but to access the other benefits they must either have an active loan.

Peer Groups

A Lady Loan is more than just a loan and comes with a suite of services and supports the help our women to build financial literacy, improve their credit score, and better manage their money. We believe the best way to learn more about money is to talk about it in a safe place. Many women have informal peer groups and talk about everything from careers, men, sex, and food – but they often find money, especially debt and savings, a bit taboo to talk about. In our peer groups (referred to as 'Sisterhoods') our clients are grouped with 10–12 other clients who encourage, empower and enrich one another. This group is facilitated by a 'Leading Lady', who are often clients, who are selected, trained, and mentored to support her peers as a gig or side job. The facilitator keeps the group connected by way of newsletters, phone calls, social media, events, and group meetings.

The peer group supports all women in the group. Support may be in the form of shared ideas about finances or telling others about bargains and discounts that can be found in their local area. Other recommendations for things like childcare or community activities are also shared. On a more formal basis, Lady Loans provides a suite of educational tools and applications to help our women to budget, save, spend, and borrow. Some stories from our peer groups include:

- Barb used the Lady Loans' educational and administrative support services including budgeting to become more financially stable after struggling for 2 years. By learning how to budget accordingly, she is now able to make her bill and debt payments on time and no longer struggles to get food on the table.

- Cailey used Lady Loans' educational tools and support to break a multi-year cycle of re-loaning to financially support her family. Using her new skill set, she has been able to pay down her debts, make her monthly bill payments, and start saving to buy a house.

- Stephanie was able to raise her credit score by paying her Lady Loan on time. When the need arose to replace the family vehicle, she was able to get approved for a new vehicle loan. Lady Loans continued to support her by adding to her existing loan so she can make up the balance of the required deposit.

We have developed content to help improve our clients' understanding of money by providing education and enhanced capabilities around financial literacy, savings, and credit so we can help to break the poverty cycle and build a better tomorrow. Savings is a key component within the Lady Loans program, but it is easier said than done. We take several steps to educate the Ladies on how to spend less and save more but often that is hard to do when dollars have already been stretched to the max. Our peer groups are open forums that aims to eliminate money shame, A weekly agenda of topics is set by the manager and the facilitator in each group leads the conversation with our clients.

Figure 4: Lady Loans Sisterhood Newsletter

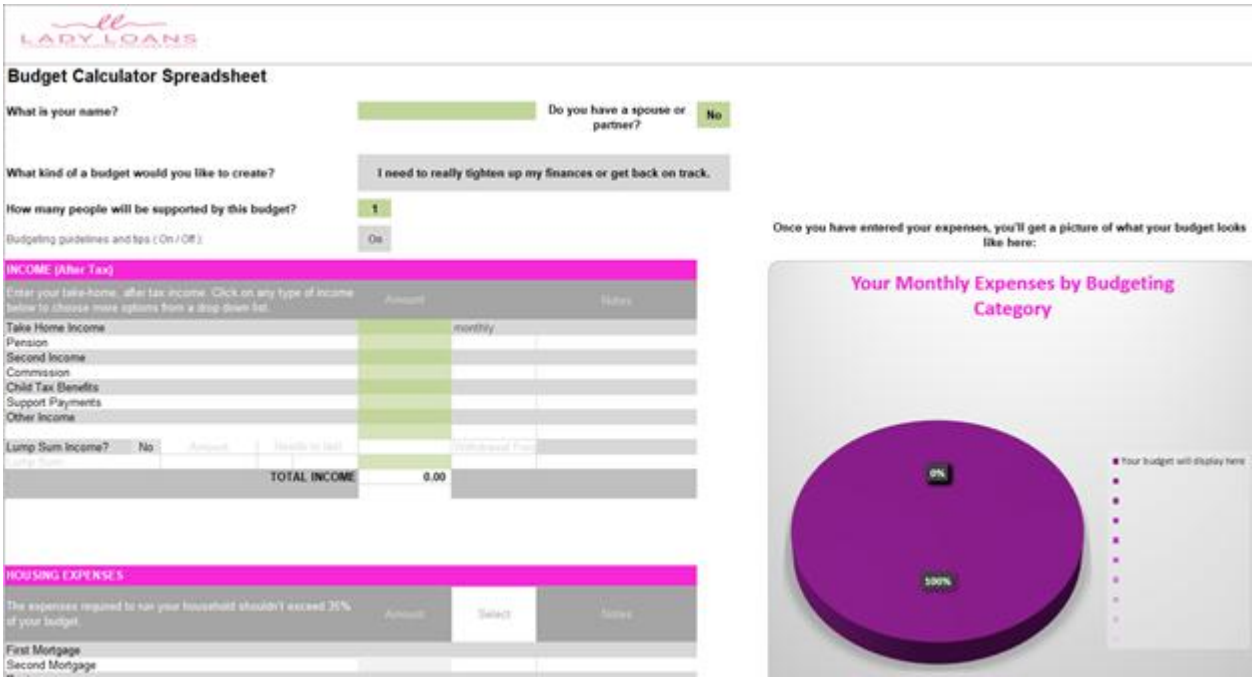

Figure 5: Lady Loan Budget Calculator

In addition, the peer groups work with our clients to share options that are available to them. This could include looking at promotions at work, supporting career change or transition, and looking for additional 'gig' income-earning opportunities. The approach and answers are different for each client; this is why we believe our hands-on, face-to-face approach is so important. Each peer group has a "Leading Lady" position that facilitates, a part time side gig for the groups that want to be more involved with the movement. These peer facilitators started as clients, and are often our first avenue for hiring the managers and assistant managers. We hire from within to create meaningful employment for women who have needed our services. These women help to continue facilitating conversations, building the community and keep our ladies connected.

The Lady Loans Village

The Lady Loans Village combines the peer support and mentorship of a Sisterhood and does the heavy lifting to help build up our clients and support them on their financial journey. At the simplest level, it provides ways to help stretch every dollar further; improve understanding of money; support mental health and resiliency; and grow finances and earnings.

We help stretch money further through discounts on local and national products and services. This includes grocery, gas, mobile and other utilities as well as tax planning, banking services and even funeral expenses. Lady Loans works with local and national companies to provide discounts for our clients. Currently, we have relationships with companies such as car repair services, eyeglass stores, flooring services, accounting services, and others in the markets in Canada (where we piloted our loans), and this is just the start. We are building partnerships with national grocery chains and gas stations to offer further discounts to women across North America. We believe this will be a great way to help our clients save on day-to-day expenses and provide them an opportunity to use the savings on services to either pay off debt or add to a savings account.

From our pilot Villages in Canada, we learned that we need to support not only the financial health of women, but also look at providing support for mental health. Part of our Village supports include counselling services like those found in an Employee Family Assistance Program (EFAP) and other support services. Other benefits of being part of the Village include contributions up to $2,000 in funeral costs from Lady Loans if faced with a death of an immediate family member during the term of the loan, and 24/7 access to MCare to provide confidential personal and crisis support for both the client and members of her household. If personal taxes are not up to date, Lady Loans will support a partner to complete and file their income taxes at no cost.

Market Strategy

It wasn't until the Equal Credit Opportunity Act of 1974 that women could take out loans without a male co-signer or the requirement to commit a larger down payment[4]. We've come a long way since then, but women, especially women of lower means, still face unique challenges to financial security.

Lady Loans provides educational tools to help clients avoid another pitfall of poor money management now and in the future. We believe the reason we are uniquely positioned is because even though there are many tools available, the take up rates for existing services is low[5]. We believe Lady Loans' hands-on approach is key to holding our clients accountable. When preparing budgets, we are sitting with them at their kitchen table, a process we believe works better than leaving them to their own devices to self-educate. It's our third-party accountability model.

We are also seeing the pay gap impact access to credit for women. Income is a commonly used primary qualification in lending decisions. Many women earn less than men for the same work, and others don't earn an income as they are family caregivers. This can make it harder to access credit or to receive ideal terms on loans and credit cards.

We serve the large and growing market of women who have limited access to traditional sources of consumer credit and financial services. We define the resulting addressable market as non-prime women consumers, which includes underbanked or unbanked consumers, in the United States and Canada.

According to the Financial Health Network (2019)[6], in the United States alone, 66 million consumers have low to moderate income while 51 million have volatile income. This study concluded that 91 million individuals have credit challenges due to credit scores below 600, and 63 million individuals are underbanked, or unbanked, as they struggle with access to mainstream financial products. In Canada, TransUnion estimates that one-third of Canada's 30 million consumers have either subprime or near-prime credit.

Pilot Program

In 2019, our founders approached Cashco Financial ("Cashco") to allow us to use their lending and point of sale system to launch a test pilot of the Lady Loans concept in Canada. In a previous role, co-founder Diana Machado worked with the company and its owner and was able to negotiate a managed services agreement that would provide Lady Loans access to the infrastructure and resources required to prove out the concept and begin writing loans under Lady Loans Inc. We've built scale into this agreement that will allow us to grow to around $10 million - $15 million US in loan origination prior to needing to migrate to a proprietary software package or an industry standard lending software package. (See "Technology Platform below).

The pilot program has been successful in supporting over 950 Ladies with over CDN$1,800,000 in loans disbursed. To date, there are over 70 peer groups in action. Daily, the members encourage, empower, and enrich one another in dozens of ways to bring our company's purpose to life. These loans have been written as part of a pilot program and are not owned by Lady Loans Inc. We will begin our own loan book in the winter 2022 based on the milestone set forth in "Management's Discussion and Analysis of Financial Condition and Results of Operations -- Plan of Operations and Milestones."

Key findings in the pilot program include:

1. Lady Loans often go to support women who have been turned down by other subprime lenders. In many cases we are the last resort to help these women meet short term financial needs and climb the credit ladder.

2. Women who struggle the most are often single mothers who lack family support and are working minimum wage jobs who may lack the financial education to make better choices.

3. Despite being the last option and servicing a vulnerable population, the performance of the loan book as measured by traditional metrics (i.e., defaults, late payments, etc.) is on par with other alternative lenders. We attribute this success to the ongoing financial education, emotional support, honest communication and one-on-one relationships that the peer facilitators and managers have with our clients.

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[4] US Department of Justice, Equal Credit Opportunity Act

[5] Financial Empowerment: What it is and how it helps reduce poverty, momentum.org

[6] U.S. Financial Health Pulse 2019 Trends Report, Financial Trend Network

Technology Platform

Under the managed services agreement with Cashco, we have a license to use an independent, Lady Loans version of Cashco's Full-Service Lender (proprietary lending software platform). We've built scale into this agreement that will allow us to grow to around $10 million - $15 million US in loan originations prior to needing to migrate to a proprietary software package or an industry standard lending software package. The managed services agreement is filed as an exhibit to the Offering Statement of which this Offering Circular forms a part. The cutover to a new loan management system would occur once we are over $10 million of loans. We estimate that change over to a new system will be supported by our selected software supplier and would take between 8-12 weeks for training and migration of the data, loan, and customer records.

In addition to our lending software platform, we will utilize our proprietary Lady Loans WebApp for communication and village benefits, and have licenses to use Zoom and standard business software (i.e. Microsoft 365) required to conduct our business.

Operating Plan

Our plan is to begin operations in specific markets in North America. In Canada, we are continuing to build the team and infrastructure under the Lady Loans pilot with Cashco. Starting in early 2022, Lady Loans Canada will be initially serving Alberta, British Columbia, and Saskatchewan under Lady Loans Canada with other provinces to follow. In the United States, we plan to enter Tennessee in the second quarter of 2022 with the U.S. headquarters based in Nashville. We will start servicing that state and intend to expand to include Arizona, Texas, Nevada, Utah, New Mexico, South Dakota, and Illinois.

In 2021, we completed

- 2 pilot branches (Villages), each with ~CDN$1 million in loans outstanding, and 500 clients
- Set up the Lady Loans Inc. corporate structure including onboarding our Co-Founder & CEO
- Completed company set up (audit, employee agreement, CDN$2 million working capital, agency agreement)
- Developed and launched the Lady Loans community and engagement app

In 2022, we will seek to

- Launch Regulation A offering to raise up to $25 million
- Onboard CMO, Controller and 6-10 managers
- Add 2 new branches and 1000 new clients in Canada
- Set up US and Canadian operation companies, launch our U.S. headquarters and first 2 U.S. branches, and grow to 1000 clients in Tennessee
- Increase our loan book to $7.5 million, for a total of 8 branches and 4000 clients by year end

Competition and Competitive Advantage

We do not have any direct competitors that provide small personal loans exclusively to women. Instead, our competitors are mainstream alternative financial services companies. In addition to competing with emergency sources of obtaining crisis cash such as credit cards, loans from family members, pawn loans and payday loans, we compete indirectly with providers in the alternative finance industry, such as Mariner Finance, Advance 24-7, Atlas Credit, Loan Away, Prosper, Cashco Financial, Cash Money and EZ Financial. While many of these providers provide similar cash services and interest rates to what we plan to provide, they do not offer their borrowers the educational and emotional support that Lady Loans offers. The largest risk with many of these companies is the size and financial resources that they each bring.

Intellectual Property

The company does not currently own any intellectual property. We do own the website and web domain (www.ladyloans.com) and the Lady Loans Community App.

Employees

We currently have 3 full-time employees, and 2 part time employees supporting Lady Loans during the pilot and as we set up the company. Currently these employees work for Cashco Financial and are seconded to Lady Loans. We intend to use a portion of the net proceeds of this offering to transition these employees to become full time employees of Lady Loans Inc. Each of these employees have signed non-compete agreements and non-disclosure agreements with Lady Loans. These employees include:

- Our CEO/Co-Founder
- CMO (Part-Time)
- 2 Branch Managers
- 1 Executive Assistant (Part-Time)

Commercial Model

We anticipate that Lady Loans' revenue will come from a mix of sources, including loan interest and fees. From a loan perspective, the applicable Lady Loans subsidiary will originate loans in either Canada or the United States. Initially, Lady Loans intends to underwrite, originate, and service its own loans up until the point of delinquent collections exceeding 90 days. After that point of delinquency, Lady Loans will consider whether to engage a third party to support collections, in the event that by that time the company has not developed this capacity within the organization. The loans will be kept on the balance sheet of the respective Lady Loans subsidiary, but ultimately, they will be consolidated at the Lady Loans Inc. level.

The stated purpose of Lady Loans is to be available to underbanked women, including those with no credit or bruised credit, who need a financial helping hand to deal with living expenses such as unbudgeted emergencies, unpaid bills, medical expenses, and even overcoming the payday loan cycle. As part of the underwriting process, it will be made clear that the loans are intended to be personal loans for these stated purposes, and that someone who does not appear to need a Lady Loan would not be eligible. The loan documentation will further include the statement: "You are obtaining the loan for personal use only and are not using it for business or investment purposes".

We contemplate that Lady Loans will seek in the future to partner with a U.S. bank, but initially Lady Loans intends to enter the first group of targeted states without a banking partner. Most banking partners are not interested in partnership with specialized consumer lending until the loan book reaches $15 million in originations. Therefore, we will pursue our initial 5-10 states without a banking partner.

Regulation

As a startup financial services company specializing in consumer lending, we are focused on connecting women across North America to each other in a variety of ways to encourage, empower and enrich them personally and professionally. We are subject to various consumer finance regulations both in Canada and the United States. We have conducted a detailed state by state review of statutes and regulations, accounting requirements and tax frameworks, and business requirements in the states and provinces we initially intend to operate in and have begun discussions with partners that will allow us to build out a national strategy and approach to serving women in need of our services across North America.

The consumer lending industry is regulated at the federal, state and local levels in the United States and at the federal and provincial levels in Canada. Laws and regulations for loans impose restrictions including on:

- interest rates and fees;
- maximum loan amounts;
- the number of loans;
- loan extensions and refinancing;
- payment schedules
- loan durations;
- disclosures; and
- licensing.

State Lending Statutes

The company has undertaken a review of the applicable consumer lending laws of the initial target states of Arizona, Idaho, Montana, Nevada, New Mexico, North Dakota, Oregon, South Dakota, Tennessee, Texas and Utah. In general, these state laws categorize the proposed lending activities of Lady Loans as regulated lending licensure, consumer lending licensure, installment loan licensure, small loan licensure, or money broker licensure. To support our operating plan, we intend to begin the approval process in the second quarter of 2022 for our first state (Tennessee) as well as in several states that have longer lead times for application submission, review and approval. State statutes differ in their definition of what is a small loan and whether and to what degree a small loan lender must be licensed with the state and differ on the lending caps allowed on small loans. Texas and North Dakoda will require additional review prior to entering these markets to ensure our revenue model is sustainable.

State	Applicable small loan licensing statutes	Type of license	Small Loan Limit	State lending cap
Tennessee	License required for lending under 'Flexible Credit License' (Tenn. Code Ann. §§ 45-13-101)	Regulated Lender License (NMLS[7])	None defined, "Flex" Loan are generally below $4,000	24% APR, excluding an additional "customary fee" up to 255% APR
Arizona	License required for lending in amounts under $10,000 (Ariz. Rev. Stat. Ann. § 6-603(a))	Consumer Lender License (NMLS)	$10,000	36% APR (Consumer loans under $9,999)
Idaho	License required for loans payable in installments or loans that incur interest. (Idaho Code Ann. § 28-46-301.)	Regulated Lender License (NMLS)	None defined	None defined
Montana	License required to engage in the business of making consumer loans. (Mont. Code Ann. § 32-5-103)	Consumer Loan License (NMLS)	None defined	36% APR
Nevada	License required to solicit loans. (Nev. Rev. Stat. § 675.060)	Installment Loan Company License (State of Nevada Financial Institutions Division)	None defined	None, if APR is more than 40% the loan is classified as 'high-interest' and requires additional steps
New Mexico	License required for lending amounts under	Small Loan License (New Mexico Regulation & Licensing Department)	None defined	175% APR

	$5,000 (N.M. Stat. Ann. § 58-15-3)			
North Dakota	License required for arranging or providing loans. (N.D. Cent. Code § 13-04.1-02)	Money Broker License (NMLS)	None defined	For loans under $1,000, 30% on first $250; 24% on next $250; 21% on next $250; and 18% on remainder. None on loans over $1,000
Oregon	License required if loan amount is $50,000 or less and the interest rate is above 12%. (Or. Rev. Stat. § § 725.045, 82.010(3))	Consumer Finance License (NMLS)	Small Loans defined at $50,000 and under.	36% APR or 30% over credit rate published by the State Director.
South Dakota	License is required if more than six loans are originated in a twelve-month period. (S.D. Codified Laws §§ 54-4-37.1, 54-4-40)	Money Lender License (NMLS)	None defined	36% APR
Texas	License required if the interest rate is greater than 10% per year. (Tex. Fin. Code Ann. § 342.005(1))	Regulated Lender License (Texas Office of Consumer Credit Commissioner)	Small Consumer Loans defined under § 342-E have a maximum amount of under $17,750	30% APR up to $3,550; 24% APR above $3,550 up to $7,455; 18% above $7,455 up to $17,750
Utah	No license required. Must file notice with the Utah Department of Financial Institutions	None required	None defined	None defined

[7] NMLS stands for Nationwide Multi-State Licensing System and Registry

U.S. Federal Regulations

The U.S. federal government possesses regulatory authority over consumer financial services and our industry.

MLA. The Military Lending Act (the "MLA"), enacted in 2006, and amended on July 22, 2015, and implemented by the Department of Defense (the "DoD"), imposes a 36% cap on the "all-in" annual percentage rates charged on loans to active-duty members of the U.S. military, Reserves and National Guard and their dependents.

Enumerated Consumer Financial Services Laws, Telephone Consumer Protection Act ("TCPA"), and CAN-SPAM. The Truth in Lending Act ("TILA") and Regulation Z. Creditors are required to deliver disclosures to borrowers prior to consummation of loans, billing statements and change-in-terms notices. For closed-end loans, the lender must disclose the annual percentage rate, finance charge, amount financed, total of payments, payment schedule, late fees and any security interest.

Fair Credit Reporting Act and Regulation V
The Fair Credit Reporting Act and Regulation V applies to consumer reporting agencies, those who obtain and use information about consumers to determine the consumer's eligibility for products including loans and those who share information among affiliates and consumer reporting agencies. It is intended to protect the confidential information of consumers and protect the privacy and accuracy of the information contained in consumer credit reports. It has an indirect bearing on our business as we obtain and use consumer credit information, specifically in ensuring the accuracy of this information. Any data we report must be specific in nature including detailed record of payment history, amount paid toward the balance, and the length of those debts.

Gramm-Leach-Bliley Act and Regulation P

The Gramm-Leach-Bliley Act requires companies that offer consumers financial products or services like loans, to explain their information-sharing practices and to safeguard the security and confidentiality of this information specifically names, addresses, phone numbers, bank and credit card account numbers, credit histories, and Social Security numbers

Equal Credit Opportunity Act ("ECOA") and Regulation B We may not discriminate on various prohibited bases, including race, color, religion, national origin, sex, marital status or age (provided that the applicant has the capacity to enter into a binding contract); the fact that all or part of the applicant's income is due to receipt of government benefits, or retirement or part-time income, or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act, and we must also deliver notices specifying the basis for credit denials, as well as certain other notices. The Equal Credit Opportunity Act makes it illegal to discriminate against a borrower in any aspect of a credit transaction on a prohibited basis. Sex/gender is included as a prohibited basis factor under ECOA, which means Lady Loans cannot refuse to lend to men. Lady Loans intends to initially focus on lending to women but will provide loans to any individual. In the future we intend to create a Special Purpose Credit Program under Regulation B of the ECOA, which could allow Lady Loans to create a lending program specifically designed to extend credit to women, an underserved population.

Investment Company Act of 1940

Lady Loans is providing "small loans" as a specialized consumer lending agency within the exception from the definition of an "investment company" pursuant to Section 3(c)(4) of the Investment Company Act of 1940. We intend to continue to conduct our operations so that neither we, nor any of our subsidiaries, is an "investment company" as defined in, and that is required to register under, the Investment Company Act. Section 3(c)(4) of the Investment Company Act states that "*Notwithstanding subsection (a), none of the following persons is an investment company within the meaning of this subchapter… Any person substantially all of whose business is confined to making small loans, industrial banking, or similar businesses.*"

Based on this definition and a variety of SEC no-action letters over the years addressing Section 3(c)(4) of the Investment Company Act, we feel we should fall within the Section 3(c)(4) exception from the definition of "investment company."

Section 3(c)(4) of the Act seems to apply to three categories of business: small loans, industrial banking, and similar businesses. According to Douglass-Carver Community Developers (pub. avail. July 25, 1974), the term "small loans" generally refers to personal financing, and the phrase "similar businesses" used in that Section would cover other entities having the characteristics of specialized consumer financing agencies.

Canadian Regulations

In May 2007, Canadian federal legislation was enacted that exempts from the criminal rate of interest provisions of the Criminal Code (which prohibit receiving (or entering into an agreement to receive) interest at an effective annual rate that exceeds 60% on the credit advanced under the loan agreement) cash advance loans of $1,500 or less if the term of the loan is 62 days or less ("payday loans") and the person is licensed under provincial legislation as a short-term cash advance lender and the province has been designated under the Criminal Code.

Installment and Open-End loans are subject to the Criminal Code annual interest rate cap of 60%. Providers of these types of loans are also subject to provincial legislation that requires lenders to provide certain disclosures, prohibits the charging of certain default fees and extends certain rights to borrowers, such as prepayment rights. Alberta and Manitoba have enacted legislation that specifically regulates high-cost credit grantors, which define a high-cost credit product, and require licensing and additional consumer protection oversight. Similar legislation has been proposed, but is not yet in force, in British Columbia.

The Company's Property

The company does not own any real property. The company has been subleasing an office in Alberta, Canada during the pilot, pursuant to the Managed Services Agreement. The company intends to lease space for its corporate offices in Nashville, Tennessee in Q2 2022 and lease independent space in Edmonton in Q4 2022, Alberta for its Canadian offices.

Litigation

The company is not involved in any litigation, and its management is not aware of any pending or threatened legal actions relating to its intellectual property, conduct of its business activities, or otherwise.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes included in this report. The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements.

During 2021, management focused most of its efforts on validating and improving the Lady Loans model in the Pilot Program, establishing its Regulation A Offering, and setting up the business structure to support the company's launch and this offering.

Results of Operations

Lady Loans Inc has been formed organized primarily to engage in the business of selling bonds to the public and lending money to its future subsidiaries to provide Lady Loans to its customers. The company has not yet generated revenues from operations. The company was incorporated on August 17, 2021 so it has not yet completed a full fiscal year. The company's activities since inception have consisted of formation, research and preparations to raise capital. As of August 17, 2021, the date of its inception financials, the company had no assets or revenues. Operating expenses in connection with the formation of the company consisted of expenses and professional fees are included in the use of proceeds. Once the company begins its principal operations, it will incur significant addition expenses.

Liquidity and Capital Resources

As of the date of this offering circular, the company has no cash on hand. To date, the company has been funded by its founders and related parties, as described under " -- Indebtedness" below. Proceed from this offering will, in our opinion, and analysis satisfy cash requirements over the next 12 months.

Indebtedness

The company currently has access to a $2,000,000 note to be issued by JL Legacy Ltd. (a related party of A Trust for Good) to satisfy its cash flow requirements. The company may request advances in writing and will issue to JL Legacy a promissory note evidencing each such advance. Each advance will accrue interest at 10% per annum calculated and compounded monthly and payable on demand.

Under a unanimous shareholder agreement dated February 17, 2022 among the company, A Trust for Good (formerly Latimer Family Trust 2015), Jolene Latimer and Diana Machado (the "Shareholder Agreement"), the company's shareholders are obligated to advance funds to the company upon a majority resolution of the company's Board. Any advances will be evidenced by a promissory note issued by the company, which will be secured by the company's assets. At the date of this Offering Circular, there are no outstanding promissory notes held by the shareholders. The shareholders further agree to issue guarantees of company obligations if requested by the Board. At the date of this Offering Circular, there are no guarantees issued by the shareholders. A copy of the Shareholder Agreement is filed as exhibit 3.1 the Offering Statement of which this Offering Circular forms a part.

Trend Information

Our business and operations are sensitive to general business and economic conditions in the U.S., Canada and worldwide along with local, state, and federal governmental policy decisions. A host of factors beyond our control could cause fluctuations in these conditions. Adverse conditions may include but are not limited to: additional regulations of our activities by authorities, changes to financial regulations, market acceptance of our business model and COVID-19 issues. These adverse conditions could affect our financial condition and our go to market strategy.

The COVID-19 pandemic contributed to decreased demand for loan products, temporary tightened consumer credit and impacted our target market, lower-income consumers in the U.S. and Canada the most. JPMorgan Chase found as a result of Covid in 2019 that spending by the unemployed increased by 22% upon receipt of unemployment including additional government stimulus payments, and declined 14% after the expiration of the stimulus. This segment continued to increase spending despite being impacted the most by job losses. Covid resurgences in various states and provinces in which the Company intends to operate has added addition uncertainty despite most financial services and lending being classified as essential services in the US and Canada.

Consumer liquidity, impacted by stimulus payments in both countries also resulted in a decline in lending. The extent of the impact of COVID-19 on the industry is uncertain and hard to predict. The impact of COVID-19 has not been fully realized in the lending industry. During times of economic volatility, our target market may exhibit higher income volatility may require additional financing products. JPMorgan's study also determined that households need six weeks assets to sustain the gap in simultaneous income and expenditures, with 65% of U.S. households lacking this cash or credit buffer. We believe our strategy is adaptable to various economic cycles. Our target customers require essential financial services and access to credit that are not generally available from traditional sources.

See the section entitled "Implications of Being an Emerging Growth Company" at the beginning of this Offering Circular for a discussion of the modified reporting requirements for "emerging growth" companies that we may take advantage of should be become a public reporting company.

Plan of Operations and Milestones

Management of the Company intends to use a substantial portion of the net proceeds for general working capital and, once additional funding milestones are met, to launch lending services in the identified markets in the US and Canada. Our service and support concept has been pilot tested and has the contracts are in place ready to launch our services. Once Lady Loans Inc. receives qualification for this offering, we plan to launch Phase 1. Each subsequent phase is gated based on the milestone plan below.

Assuming that the maximum amount of financing sought in this offering is raised, over the next 12 months the company intends to:

- Onboard significant employees of Lady Loans including CEO, CMO, Controller and 10 managers or assistant managers
- Launch US and Canadian operations with $7.5 million Loan Book, 8 branches, 4000 clients
- Cover our sales, operating, bond dividends and loan book for 2 years

Depending on the success of this offering, we plan to perform the following actions based on the below:

Phase	Key Milestone	Details
1	Regulation A Offering Qualified	- Submit application for business licenses and operating company requirements in Delaware / Tennessee and longer lead states. - Hire and launch brand in US marketing including first employee in Tennessee.
2	$1,000,000 in gross proceeds	- Hire second Branch Manager in Tennessee
3	25% of Offering $6,250,000	- Onboard HR Coordinator and Financial Controller, and 3rd Manager - Convert Lady Loans pilot program staff to Lady Loans Ltd. Employees and begin writing loans in Canada under Lady Loans Ltd. - Confirm next states of entry and submit licensing and applications
4	50% of Offering $12,500,000	- Hire VP Finance and VP Marketing - Hire 2-4 new managers and enter 2 additional states
5	75% of Offering $18,750,000	- Hire VP Technology & Strategy to build out Loan Management System - Hire 2-4 new managers and enter 2 additional states
6	Max Offering $25,000,000 in gross proceeds	- Hire 2-4 new managers and enter 2 additional states

Table 6: Milestone Plan

DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES

The following table sets forth the name and position of each of our current executive officers, directors and significant employees.

Name	Position	Age	Term of Office	Approximate hours per week for part-time employees
Executive Officers:				
Diana Machado	Chief Executive Officer & Co-Founder	40	Since Inception	FT
Jolene Latimer	Co-Founder & Chief Marketing Officer	32	Since Inception	PT
Directors:				
Jolene Latimer	Director	32		PT
Sharon Latimer	Director	63		PT
Diana Machado	Director	40		FT

Biographies

Diana Machado

CEO, Director and Co-Founder

Diana Machado is the current Chief Executive Officer of Lady Loans. She has served in that position since the company's inception and has been acting as Chief Executive Officer of [Lady Loans Alberta since August 2019]. Previously, Machado worked at Cash Canada for 19 years, where she moved from front line Clerk to the position of COO, a role she filled for three years until her departure in 2019. In her position as COO she was responsible for overseeing 20 stores and 40 US stores for a period, with $50 million in annual revenues. Machado has undertaken human resources training at the Northern Alberta Institute of Technology.

Jolene Latimer

CMO, Director and Co-Founder

Jolene Latimer is a co-founder and CMO at Lady Loans. In addition, she serves as the director of content marketing at SlickText, a position she has held since January 2019. She is responsible for all educational content on how to use the SaaS. Prior to that, Latimer ran her own freelance personal finance writing business, while also working for the personal finance education website Student Loan Hero where she was responsible for creating financial education content. From 2016 to 2017 Latimer was a master's student at the University of Southern California where she received a Master of Arts in Specialized Journalism. She also holds a Bachelor of Arts in English from the University of Southern California. Jolene Latimer is daughter to Sharon Latimer and a beneficiary of A Trust as a Force for Good.

Sharon Latimer

Director

Sharon Latimer has been a Director and Trustee of A Trust as a Force for Good for 15 years. In this position she oversees deployment of trust resources and opportunities. She formerly served on the board of the Edmonton Women's Dream Center, using her prior social work experience to support programming that helped women in recovery from substance abuse. Sharon Latimer is the mother of Jolene Latimer, Lady Loans CMO and co-founder.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

The company was formed in August 2021 and did not pay any compensation to its employees, officers and directors during 2021. After Lady Loans raises $1,000,000 under this offering we expect to compensate our executive officers as follows:

Name	Position*	Cash Compensation	Other Compensation (1)	Total Compensation
Diana Machado	CEO	$ 125,000	$ 25,000	$ 150,000
Jolene Latimer	CMO	$ 50,000	$ 10,000	$ 60,000

(1) Represents maximum potential performance bonus that may be earned each year.

The company has entered into employment agreements with each of Diana Machado and Jolene Latimer. For 2022, the executive officers are entitled to performance bonuses of up to $25,000 and $10,000, respectively, that are payable upon the successful funding of the Regulation A offering and launching Lady Loans.

The company will use a portion of the net proceeds of this offering to compensate its executive officers and employees. See “Use of Proceeds.”

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The tables below shows, as of the date of this Offering Circular, the security ownership of the company’s directors, executive officers and other investors who own 10% or more of any class of the company’s voting securities.

Name and address of beneficial owner (1)	Title of class	Amount and nature of beneficial ownership	Amount and nature of beneficial ownership acquirable	Percent of class
A Trust as a Force for Good* 46 Windermere DR., Edmonton, AB T6W 0S2	Class A Common Stock	560	0	52.83%
Jolene Latimer** 6708 106 St Edmonton, Alberta T6H 2V9	Class A Common Stock	250	0	23.58%
Diana Machado 272 Dunvegan Rd, Edmonton, AB T5L5E6	Class A Common Stock	250	0	23.58%
Officers and directors as a group (3 in this group)	Class A Common Stock	1060	0	100%

* At *the date of this Offering Circular the trustee of A Trust as a Force for Good is Sharon Latimer, who exercises voting power for the shares held by the trust.*

** Jolene *Latimer is an income beneficiary but not a trustee of A Trust as a Force for Good. Under the terms of the trust agreement she has no control over the shares owned by the trust and has no ability to make decisions on behalf of the trust and disclaims beneficial ownership of the shares owned by A Trust as a Force for Good.*

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

Since inception, the company has not paid its officers and directors for services in connection with the company's formation and early operations.

The company has entered into an agreement with Cashco Financial Inc. for management services, a copy of which is filed as Exhibit 6.2 to the Offering Statement of which this Offering Circular forms a part. Cashco is owned by Business as a Force for Good, Inc., which is owned by A Trust as a Force for Good, the company's controlling shareholder. Jolene Latimer, the company's co-founder, CMO and director is an income beneficiary but not a trustee of the trust and has no influence on the trustee's decisions. Under the contract, Cashco provides Lady Loans back-office support and functions as the company builds up its team (i.e., consulting from accounting or collections teams) and a license to a proprietary loan management system. The company is initially paying $5,000 per month to Cashco for its services and the agreement may be terminated upon 30 days' notice.

The company will have access to a note to be issued by JL Legacy Ltd., a related party of A Trust as a Force for Good in the amount of US$2,000,000 with interest calculated at 10%. The company will be able to draw advances, as needed, to fund its operations and Lady Loans will issue a promissory note evidencing each advance. Interest will be calculated monthly and is payable on demand. The agreement is filed as Exhibit 6.4 to the Offering Statement of which this Offering Circular forms part.

Under the Shareholder Agreement, the company's shareholders are obligated to advance funds to the company upon a majority resolution of the company's Board. Any advances will be evidenced by promissory notes issued by the company, which will be secured by the company's assets. At the date of this Offering Circular, there are no outstanding promissory notes held by the shareholders. The shareholders further agree to issue guarantees of company obligations if requested by the Board. At the date of this Offering Circular, there are no guarantees issued by the shareholders. A copy of the Shareholder Agreement is filed as exhibit 3.1 the Offering Statement of which this Offering Circular forms a part.

SECURITIES BEING OFFERED

General

We may issue Lady Empowerment Bonds with a total value of up to $25 million on a continuous basis, under this Offering Circular. The Lady Empowerment Bonds are priced at $100.00 each. We will not issue more than $25 million Bonds pursuant to this Offering Circular in any 12-month period.

Terms of the Lady Empowerment Bonds

Interest. The Lady Empowerment Bonds accrue simple interest at 5% per annum. In addition to the interest of 5%, any investors legally identifying a women will receive an additional 1% interest. Interest is paid annually to holders of the bonds - interest only, without amortization, in arrears. Annual interest payments will be made while the Lady Empowerment Bonds remains outstanding by no later than the fourteenth day following the end of the calendar year of accrual. If a Lady Empowerment Bond is not issued and outstanding for a full year, interest on the Lady Empowerment Bond will begin to accrue upon the issuance date of the bond.

Maturity. The Lady Empowerment Bonds will have a five-year term. The Lady Empowerment Bonds are not renewable at the option of the holder.

No Security. The Lady Empowerment Bonds will be general unsecured obligations of the company.

Ranking. The Lady Empowerment Bonds will rank equally with all of our other unsecured debt unless such debt is senior to or subordinate to the Lady Empowerment Bonds by their terms. The Lady Empowerment Bonds will be subordinated to any current or future debt to banks, financial institutions and secured creditors. The company does not have any debt that is senior to the Lady

Empowerment Bonds as of the date of this Offering Circular. The Lady Empowerment Bonds do not limit issuance of future senior or junior debt or other securities. There are presently no other company-authorized securities that materially limit or qualify a Bondholders' rights under the Lady Empowerment Bonds, and the Lady Empowerment Bonds do not limit the company from authorizing such securities.

No Sinking Fund. The company will not set aside funds in a sinking fund to pay interest or principal on the Lady Empowerment Bonds.

No Conversion Rights. The Lady Empowerment Bonds do not provide for rights of conversion into equity of the company.

Fees. Lady Empowerment Bond investors are not charged a servicing fee for their investment or any interest payments, but you may be charged a transaction fee if your method of payment requires us to incur an expense. The transaction fee will be equal to the amount that the company will be charged by the payment processor. Other financial intermediaries, however, if engaged by you, may charge you commissions or fees.

Lady Empowerment Bonds will be issued by computer-generated program on our website and electronically signed by us in favor of the investor. The Lady Empowerment Bonds will be stored by us and will remain in our custody for ease of administration with a copy available in the investor's account.

Transfer Rights. The Lady Empowerment Bonds will be transferable at the option of the holder.

Redemption. Holders of the Lady Empowerment Bonds may redeem the greater of up to 25% or $2,500 of the principal of the Lady Empowerment Bonds each quarter upon demand to the company. Demand shall be provided to the company in writing, and the company will issue such funds to the investor within fourteen (14) calendar days of receipt of such demand.

No Accumulation. Unredeemed amounts by holders of the Lady Empowerment Bonds do not accumulate. If holders of the Lady Empowerment Bonds redeem any less than 25% per quarter, the remainder will not carry over to the next period, and the holders will have forfeited their right to redeem that remaining amount. By way of example, if a bondholder only redeems 20% of the principal of the Lady Empowerment Bond in Q1, then then Bondholder will *not* be able to redeem 30% of the principal of the Lady Empowerment Bond in Q2, and will be limited to 5%.

Prepayment. The company may prepay a portion or all of a Lady Empowerment Bond without premium or penalty on March 31, June 30, September 30, and December 31 of any year that the Bond remains outstanding.

Events of Default.

- if we fail to pay interest when due and our failure continues for 90 days and the time for payment has not been extended or deferred;
- if we fail to pay the principal, or premium, if any, when due whether by maturity or called for redemption; and
- if we cease operations, file, or have an involuntary case filed against us, for bankruptcy, are insolvent or make a general assignment in favor of our creditors.

Modification

A Lady Empowerment Bond may be modified in writing signed by the company and the bondholder.

No Personal Liability of Board Members, Directors, Officers, Employees and Shareholders.

No member, manager, employee, agent, officer, director, Board Member, affiliate or subsidiary of ours will have any liability for any obligations of ours due to the issuance of any Lady Empowerment Bonds.

Governing Law.

The Lady Empowerment Bonds and our subscription agreement will be governed and construed in accordance with the laws of the State of Delaware.

The Company's Capital Stock

The following description summarizes important terms of our capital stock in accordance with the Certificate of Incorporation. This summary does not purport to be complete and is qualified in its entirety by the provisions of our certificate of incorporation, as amended (the "Certificate of Incorporation") and our Bylaws. For a complete description of our capital stock, you should refer to our Certificate of Incorporation and our Bylaws, which are filed as exhibits to the Offering Statement of which this Offering Circular forms a part, and applicable provisions of Delaware law.

The aggregate number of shares which the Company has the authority to issue is 60,000 shares of capital stock, of which 30,000 are designated "Common Stock" and 30,000 are designated "Preferred Stock" and have par value of $0.00001 per share. Our authorized capital stock consists of 10,000 shares of Class A Common Voting Stock $0.00001 par value per share and of 10,000 shares of Class B Common Voting Stock $0.00001 par value per share, 10,000 shares of Class C Common Non-Voting Stock $0.00001 par value per share and 10,000 shares of Class D Preferred Non-Voting Stock $0.00001 par value per share and 10,000 shares of Class E Preferred Non-Voting Stock $0.00001 par value per share, and 10,000 shares of Class F Preferred Non-Voting Stock $0.00001 par value per share. The company has authorized Class A Voting Common Stock, Class B Voting Common Stock and Class C Non-Voting Common Stock. The company has also authorized Class D, Class E and Class F Non-Voting Preferred Stock.

Currently, the company has 1,060 shares of Class A Common Voting Stock and 0 of any other classes of stock outstanding.

Preferred Stock

Voting Rights

The holders of the Preferred Stock are entitled to one vote for each share of Preferred Stock held at all meetings of stockholders (and written actions in lieu of meetings). Holders of Preferred Stock will generally vote together with the holders of Common Stock as a single class, will have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and will be entitled to notice of any stockholder meeting.

Dividend Rights

The Company is under no obligation to declare or pay any dividends. The Board of Directors may declare dividends from time to time from available funds therefor. No class of shares shall enjoy any dividend payment preference.

Common Stock

The voting, dividend and liquidation rights of the holders of the Common Stock qualified by the rights, powers and privileges of the holders of the Preferred Stock when issued.

The company has issued Class A Common Voting Stock but has not issued Class B Common Voting Stock and Class C Common Non-Voting Stock to date.

Voting Rights

The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings) except as required by applicable law on amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such series of Preferred Stock are entitled, either separately or together with holders of one or more other such series, to vote thereon.

Dividend Rights

The Company is under no obligation to declare or pay any dividends. The Board of Directors may declare dividends from time to time from available funds therefor. No class of shares shall enjoy any dividend payment preference.

Shareholder Agreement

All of the company's current shareholders are party to the Shareholders Agreement. Under the Shareholder Agreement, the company may request additional capital advances and guarantees from the shareholders. In addition, any holder of Common Stock may decide to withdraw from the company and the remaining holders of Common Stock must exercise a right of first refusal to purchase the selling shareholder's stock. The remaining holders of Common Stock are required to purchase all of the selling shareholder's total investment in proportion to their relative percentage interests as detailed in the Shareholder Agreement.

PLAN OF DISTRIBUTION

We are offering a up to $25,000,000 in Lady Empowerment Bonds. The offering is being conducted on a best-efforts basis without any minimum number of securities or amount of proceeds required to be sold. There is no minimum subscription amount required (other than a per investor minimum purchase of $100) to distribute funds to the company. All subscribers will be instructed by the company or its agents to transfer funds by wire or ACH, check, debit or credit card directly to the bank account established for this offering. The company may terminate the offering at any time for any reason at its sole discretion.

Rialto Markets LLC ("Rialto") has agreed to act as placement agent to assist in connection with this offering. The placement agent is not purchasing or selling any securities offered by this offering circular, nor is it required to arrange the purchase or sale of any specific number or dollar amount of securities, but have agreed to use their respective best efforts to arrange for the sale of all of the securities offered hereby. In addition, the placement agents may engage other brokers to sell the securities on their behalf. Rialto will receive compensation for sales of the shares offered and sold through its platform ("Rialto Platform") at a rate of 2% of the gross proceeds. In addition, the company may pay Rialto 8% of the gross proceeds from the sale of up to $5,000,000 in bonds resulting from the direct selling efforts of Rialto, not to exceed $400,000. Persons who desire information about the offering may find it at https://invest.ladyloans.com. This Offering Circular will be furnished to prospective investors via download 24 hours per day, 7 days per week on the https://invest.ladyloans.com website.

The company will also publicly market the offering using general solicitation through methods that include emails to potential investors, online advertisements, and press releases. We will use the website https://invest.ladyloans.com and other social media to provide notification of the offering.

The securities sold under this offering have not been qualified for distribution by prospectus in Canada and may not be offered, sold or re-sold in Canada or to a Canadian purchaser except pursuant to a Canadian prospectus or a prospectus exemption existing under Canadian securities laws.

The following table shows the total discounts and commissions payable to Rialto in connection with this offering by the company, assuming Rialto sells up to $5,000,000 in bonds through its direct selling efforts:

	Per Security	Total
Public offering price	$ 100.00	$ 25,000,000
Placement Agent commissions	$ 3.60	$ 900,000
Proceeds, before expenses	$ 96.40	$ 24,100,000

Other Terms

Rialto has also agreed to perform the following services in exchange for the compensation discussed above:

- act as lead broker for the offering, coordinating efforts of parties involved and providing regulatory guidance,
- provide offering platform technology, the use of a "microsite" for the company to reach potential investors, provide investors with information and details on the offering, and to invest in the offering using an escrow agent and the registered transfer agent,
- reviewing marketing materials,
- performing AML/KYC checks on all investors,
- Providing other financial advisory services normal and customary for Regulation A offerings and coordinate with the company's registered transfer agent, escrow agent and legal representatives

In addition to the commission described above, the company will also pay $4,250 to Rialto for out of pocket accountable expenses paid prior to commencing. This fee will be used for the purpose of coordinating filings with FINRA. Any portion of this amount not expended and accounted for will be returned to the company. Assuming the full amount of the offering is raised, and Rialto's targeted selling efforts lead to sales of up to $5,000,000 of the bonds, we estimate that the total fees and expenses of the offering payable by the company to Rialto will be approximately $904,250.

Subscription Procedures

After the Offering Statement has been qualified by the Commission, the company will accept tenders of funds to purchase the bonds. The company may close on investments on a "rolling" basis (so not all investors will receive their shares on the same date). Investors may subscribe by tendering funds via wire, credit or debit card, or ACH only, checks will not be accepted, to the escrow account to be setup by the Escrow Agent. Tendered funds will remain in escrow until a closing has occurred. The company estimates that processing fees for credit card subscriptions will be approximately 3.5% of total funds invested per transaction, although credit card processing fees may fluctuate. The company intends to pay these fees and will reimburse the credit card processor for transaction fees and return fees that it incurs for returns and chargebacks. The company estimates that approximately 70% of the gross proceeds raised in this offering will be paid via credit card. This assumption was used in estimating the payment processing fees included in the total offering expenses set forth in "Use of Proceeds to Issuer." Upon closing, funds tendered by investors will be made available to the company for their use.

The minimum investment in this offering is $100.

In order to invest you will be required to subscribe to the offering via https://www.invest.ladyloans.com/ and agree to the terms of the offering, Subscription Agreement, and any other relevant exhibit attached thereto.

Investors will be required to complete a subscription agreement in order to invest. The subscription agreement includes a representation by the investor to the effect that, if the investor is not an "accredited investor" as defined under securities law, the investor is investing an amount that does not exceed the greater of 10% of his or her annual income or 10% of your net worth (excluding the investor's principal residence).

The company will enter into an Escrow Services Agreement with Wilmington Trust (the "Escrow Agent") and Rialto. Investor funds will be held by the Escrow Agent pending closing or termination of the offering. All subscribers will be instructed by the company or its agents to transfer funds by wire, credit or debit card, or ACH transfer directly to the escrow account established for this offering. The company may terminate the offering at any time for any reason at its sole discretion. Investors should understand that acceptance of their funds into escrow does not necessarily result in their receiving shares; escrowed funds may be returned.

The Escrow Agent is not participating as an underwriter or placement agent or sales agent of this offering and will not solicit any investment in the company, recommend the company's securities or provide investment advice to any prospective investor, and no communication through any medium, including any website, should be construed as such, or distribute this Offering Circular or other offering materials to investors. The use of the Escrow Agent's technology should not be interpreted and is not intended as an endorsement or recommendation by it of the company or this offering. All inquiries regarding this offering or escrow should be made directly to the company.

In the event that the company terminates the offering while investor funds are held in escrow, those funds will promptly be refunded to each investor without deduction or interest and in accordance with Rule 10b-9 under the Exchange Act.

KoreConx will serve as transfer agent to maintain shareholder information on a book-entry basis. We will not issue shares in physical or paper form. Instead, our shares will be recorded and maintained on our shareholder register.

In the event that it takes some time for the company to raise funds in this offering, the company will rely on income from loan products, loans, and funds raised in any offerings from accredited investors.

Provisions of Note in Our Subscription Agreement

Forum Selection Provisions.

The subscription agreement provides that the Court of Chancery in the State of Delaware is the exclusive forum for all actions or proceedings relating to the subscription agreement. Although we believe the provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies and in limiting our litigation costs, to the extent it is enforceable, the forum selection provision may limit investors' ability to bring claims in judicial forums that they find favorable to such disputes and may discourage lawsuits with respect to such claims. The company has adopted the provision to limit the time and expense incurred by its management to challenge any such claims. As a company with a small management team, this provision allows its officers to not lose a significant amount of time travelling to any particular forum so they may continue to focus on operations of the company. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. We believe that the exclusive forum provision applies to claims arising under the Securities Act, but there is uncertainty as to whether a court would enforce such a provision in this context. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Investors will not be deemed to have waived the company's compliance with the federal securities laws and the rules and regulations thereunder.

ONGOING REPORTING AND SUPPLEMENTS TO THIS OFFERING CIRCULAR

We will be required to make annual and semi-annual filings with the Commission. We will make annual filings on Form 1-K, which will be due by the end of April each year and will include audited financial statements for the previous fiscal year. We will make semi-annual filings on Form 1-SA, which will be due by September 28 each year, which will include unaudited financial statements for the six months to June 30. We will also file a Form 1-U to announce important events such as the loss of a senior officer, a change in auditors or certain types of capital-raising. We will be required to keep making these reports unless we file a Form 1-Z to exit the reporting system, which we will only be able to do if we have less than 300 shareholders of record and have filed at least one Form 1-K.

At least every 12 months, we will file a post-qualification amendment to the Offering Statement of which this Offering Circular forms a part, to include the company's recent financial statements.

We may supplement the information in this Offering Circular by filing a Supplement with the Commission.

All these filings will be available on the Commission's EDGAR filing system. You should read all the available information before investing.

FINANCIAL STATEMENTS

To the Managing Member
Lady Loans, Inc
Wilmington, DE 19801

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statement of Lady Loans, Inc (the "Company") which comprise the balance sheet as of August 17, 2021 (inception), and the related notes to the financial statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of the Company as of August 17, 2021 (inception) in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Substantial Doubt About the Company's Ability to Continue as a Going Concern

The accompanying financial statement has been prepared assuming that the Company will continue as a going concern. As described in Note 4 to the financial statement, the Company has not commenced planned principal operations, plans to incur significant costs in pursuit of its capital financing plans, and has not generated any revenues or profits as of August 17, 2021 (inception). These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 4. The financial statement does not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Artesian CPA, LLC

1624 Market Street, Suite 202 | Denver, CO 80202

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

/s/ Artesian CPA, LLC
Artesian CPA, LLC
Denver, Colorado
January 19, 2022

Artesian CPA, LLC

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LADY LOANS INC.
BALANCE SHEET
As of August 17, 2021 (inception)

ASSETS	$ –
TOTAL ASSETS	$ –
LIABILITIES & STOCKHOLDERS' EQUITY	
LIABILITIES	$ –
TOTAL LIABILITIES	$ –
STOCKHOLDERS' EQUITY	
CLASS "A" Common Stock $0.00001 par value, 10,000 Authorized, 1,060 issued and outstanding as of August 17, 2021 (inception)	$ –
CLASS "B" Common Stock $0.00001 par value, 10,000 Authorized, none issued as of August 17, 2021 (inception)	$ –
CLASS "C" Common Stock $0.00001 par value, 10,000 Authorized, none issued as of August 17, 2021 (inception)	$ –
CLASS "D" Preferred Stock $0.00001 par value, 10,000 Authorized, none issued as of August 17, 2021 (inception)	$ –
CLASS "E" Preferred Stock $0.00001 par value, 10,000 Authorized, none issued as of August 17, 2021 (inception)	$ –
CLASS "F" Preferred Stock $0.00001 par value, 10,000 Authorized, none issued as of August 17, 2021 (inception)	$ –
TOTAL STOCKHOLDERS' EQUITY	$ –
TOTAL LIABILITIES & STOCKHOLDERS' EQUITY	$ –

See accompanying Independent Auditor's Report and accompanying notes, which are an integral part of this financial statement.

LADY LOANS INC.
NOTES TO THE FINANCIAL STATEMENT
As of August 17, 2021 (inception)

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

The terms "Lady Loans" and the "Company" refer to Lady Loans Inc. its direct and indirect subsidiaries as a combined entity, except where otherwise stated. Lady Loans was formed on August 17, 2021, as a Delaware corporation, and is organized primarily to engage in the business of selling bonds to the public and lending money to its future subsidiaries.

As of August 17, 2021 (inception), the Company had not commenced planned principal operations nor generated revenue. The Company's activities since inception have consisted of formation activities and preparations to raise capital. Once the Company commences its planned principal operations, it will incur significant additional expenses. The Company is dependent upon additional capital resources for the commencement of its planned principal operations and is subject to significant risks and uncertainties, including failing to secure funding to operationalize the Company's planned operations or failing to operate the business profitably.

Basis of Presentation

The Company has prepared the accompanying financial statements in accordance with the accounting standards generally accepted in the United States of America ("GAAP") and are stated in U.S. dollars.

The Company adopted the December 31 as its year end date for reporting.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management of the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents and Concentration of Cash Balance

The Company considers deposits in banks and short-term investments with original maturities of 90 days or less as cash and cash equivalents.

Fair Value Measurements

The Company determines fair value measurements of financial and non-financial assets and liabilities in accordance with FASB ASC 820, Fair Value Measurements and Disclosures. This guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (also referred to as an exit price). This guidance also establishes a framework for measuring fair value and expands disclosures about fair value measurements. The standard applies whenever other standards require (or permit) assets or liabilities to be measured at fair value. See Note 3, “Fair Value Measurement” for additional information.

Income Taxes

A deferred tax asset or liability is recognized for the anticipated future tax consequences of temporary differences between the tax basis of assets or liabilities and their reported amounts in the financial statements and for operating loss and tax credit carry forwards. A valuation allowance is provided when, in the opinion of management, it is more likely than not that some portion or all of a deferred tax asset will not be realized. Realization of the deferred tax assets is dependent on the Company’s ability to generate sufficient future taxable income and, if necessary, execution of tax planning strategies. In the event Lady Loans determines that future taxable income, taking into consideration tax planning strategies, may not generate sufficient taxable income to fully realize net deferred tax assets, the Company may be required to establish or increase valuation allowances by a charge to income tax expense in the period such a determination is made, which may have a material impact on the Statements of Operations. The Company measures deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which they expect those temporary differences to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date, and it may have a material impact on the Statements of Operations.

The Company follows accounting guidance which prescribes a comprehensive model for how companies should recognize, measure, present, and disclose in their financial statements unrecognized tax benefits for tax positions taken or expected to be taken on a tax return. Under this guidance, tax positions are initially recognized in the financial statements when it is more likely than not that the position will be sustained upon examination by the tax authorities. Such tax positions are initially and subsequently measured as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement with the tax authority assuming full knowledge of the position and all relevant facts. Application of this guidance requires numerous estimates based on available information. The Company considers many factors when evaluating and estimating tax positions and tax benefits, and the recognized tax positions and tax benefits may not accurately anticipate actual outcomes. As the Company obtains additional information, they may need to adjust the recognized tax positions and tax benefits. For additional information related to unrecognized tax benefits.

NOTE 2: STOCKHOLDERS’ EQUITY

Authorized stock

The aggregate number of shares which the Company has the authority to issue is 60,000 shares of capital stock, of which 30,000 are designated “Common Stock” and 30,000 are designated “Preferred Stock” and have par value of $0.00001 per share. The following classes of shares were authorized: 10,000 shares of Class “A” Common Voting Stock, 10,000 shares of Class “B” Common Voting Stock, 10,000 shares of Class “C” Common Non-Voting Stock, 10,000 shares of Class “D” Preferred Non-Voting Stock, 10,000 shares of Class “E” Preferred Non-Voting Stock, and 10,000 shares of Class “F” Preferred Non-Voting Stock. The Company has issued 1,060 shares of Class “A” common stock at $0.00001 per share, providing proceeds of $0.01.

Amendments to certificates or bylaws

Certificates or bylaws can be amended by a majority resolution of Common Stockholders.

Voting

Class “A” and Class “B” Common Stock are entitled to voting rights. Class “C” Common Stock, and Class “E”, Class “F”, and Class “G” Preferred Stock are not entitled to voting rights.

Rights and preferences

Common Stock are subject to rights and preferences of Preferred Stock. Preferred Stock are subject to establishment of rights and preferences by the Company’s board of directors.

Distributions

Distributions (including dividends) are payable annually first to the Company’s working capital needs, then to bonuses to management and employees, then to excess contributions to holders of Common Stock, then to Common Stock dividends, and lastly to Preferred Stock dividends (as described below).

Preferred Stockholders

Preferred Stockholders are required to agree to the terms of the stockholders’ agreement including:

- No sale of Preferred Stock is permissible at a purchase price less than the purchase price for which those Preferred Stock were subscribed;
- Preferred Stock are entitled to dividends payable annually of 5% per annum for Class D and Class F Preferred Stock and 3% per annum for Class E Preferred Stock, subject to the discretion of the Company’s board of directors; and
- Restrictions apply to each successive purchaser of such shares.

NOTE 3: FAIR VALUE MEASUREMENT

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The Company is required to use valuation techniques that are consistent with the market approach, income approach and/or cost approach. Inputs to valuation techniques refer to the assumptions that market participants would use in pricing the asset or liability based on observable market data obtained from independent sources, or unobservable, meaning those that reflect the Company’s own judgement about the assumptions market participants would use in pricing the asset or liability based on the best information available for the specific circumstances. Accounting standards establish a three-level fair value hierarchy based upon the assumptions (inputs) used to price assets or liabilities. The hierarchy requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of inputs used to measure fair value are listed below.

- Level 1 – Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has access to at the measurement date.
- Level 2 – Inputs include quoted market prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability and inputs that are derived principally from or corroborated by observable market data by correlation or other means (market corroborated inputs).

- Level 3 – Unobservable inputs reflecting the Company's own judgments about the assumptions market participants would use in pricing the asset or liability as a result of limited market data. The Company develops these inputs based on the best information available, including its own data.

NOTE 4: GOING CONCERN

The accompanying balance sheet has been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company is a business that has not commenced planned principal operations, plans to incur significant costs in the pursuit of its capital financing plans, and has not generated any revenues as of August 17, 2021 (inception). These factors, among others, raise substantial doubt about the ability of the Company to continue as a going concern for a reasonable period of time. The Company's ability to continue as a going concern in the next twelve months is dependent upon its ability to obtain capital financing from investors sufficient to meet current and future obligations and deploy such capital to produce profitable operating results. No assurance can be given that the Company will be successful in these efforts. The balance sheet does not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

NOTE 5: RECENT ACCOUNTING PRONOUNCEMENTS

ASU 2020-04 and Subsequent Amendments

In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform - Facilitation of the Effects of Reference Rate Reform on Financial Reporting." This ASU provides temporary optional expedients and exceptions to U.S. GAAP guidance on contract modifications and hedge accounting to ease the financial reporting burdens of the expected market transition from LIBOR and other interbank offered rates to alternative reference rates, such as the Secured Overnight Financing Rate. Entities can elect not to apply certain modification accounting requirements to contracts affected by this reference rate reform, if certain criteria are met. An entity that makes this election would not have to remeasure the contracts at the modification date or reassess a previous accounting determination. Entities also can elect various optional expedients that would allow them to continue applying hedge accounting for hedging relationships affected by reference rate reform, if certain criteria are met. The guidance is effective upon issuance and generally can be applied through December 31, 2022. The FASB also issued ASU 2021-01,

Reference Rate Reform (Topic 848): Scope in January 2021. It clarifies that certain optional expedients and exceptions in Topic 848 apply to derivatives that are affected by the discounting transition. The amendments in this ASU affect the guidance in ASU 2020-04 and are effective in the same timeframe as ASU 2020-04. The Company adopted this new standard effective on its inception date.

ASU 2019-12

In December 2019, the FASB issued ASU 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes," (Topic 740). The ASU intends to simplify various aspects related to accounting for income taxes and removes certain exceptions to the general principles in the standard. Additionally, the ASU clarifies and amends existing guidance to improve consistent application of its requirements. The amendments of the ASU are effective for fiscal years beginning after December 15, 2020, and interim periods within those fiscal years. The Company adopted this new standard effective on its inception date.

ASU 2018-15

In August 2018, the FASB issued ASU 2018-15, Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract ("ASU 2018-15"). ASU 2018-15 requires implementation costs incurred by customers in cloud computing arrangements to be deferred over the non-cancellable term of the cloud computing arrangements plus any optional renewal periods (i) that are reasonably certain to be exercised by the customer or (ii) for which exercise of the renewal option is controlled by the cloud service provider. The Company adopted this new standard effective on its inception date.

ASU 2018-13

In August 2018, the FASB issued ASU 2018-13, Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement ("ASU 2018-13"), which amends ASC 820, Fair Value Measurement. ASU 2018-13 modifies the disclosure requirements

for fair value measurements by removing, modifying or adding certain disclosures. The Company adopted this new standard effective on its inception date which did not have a material impact on the Financial Statements.

ASU 2016-02

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). This ASU requires a lessee to recognize a right-of-use asset and a lease liability under most operating leases in its balance sheet. The ASU is effective for annual and interim periods beginning after December 15, 2021, including interim periods within those fiscal years. The Company has not adopted this new standard and will continuing to evaluate the impact of this new standard.

ASU 2014-09

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). This ASU supersedes the previous revenue recognition requirements in ASC Topic 605—Revenue Recognition and most industry-specific guidance throughout the ASC. The core principle within this ASU is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. In August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers*, which deferred the effective date for ASU 2014-09 by one year to fiscal years beginning after December 15, 2017, while providing the option to early adopt for fiscal years beginning after December 15, 2016. Transition methods under ASU 2014-09 must be through either (i) retrospective application to each prior reporting period presented, or (ii) retrospective application with a cumulative-effect adjustment at the date of initial application. The Company adopted this new standard effective on its inception date.

Management does not believe that any recently issued, but not yet effective, accounting standards could have a material effect on the accompanying balance sheet. As new accounting pronouncements are issued, the Company will adopt those that are applicable under the circumstances.

NOTE 6: SUBSEQUENT EVENTS

Management has evaluated subsequent events through the date the financial statement was available to be issued. January 19, 2022(the ‘opinion date’), the date the financial statement was available to be issued. Based on this evaluation, no additional material events were identified which require adjustment or disclosure in this financial statement.

Changes in Equity or Debt

A related party to the Company intends to fund the Company’s operations through advances to the Company to satisfy its cash flow needs. Up to $2,000,000 is intended to be made available to the Company under this arrangement at 10% interest.

New Acquisitions or Company Formations

Lady Loans Inc. intends to become the sole owner and parent of Lady Loans (Alberta) Ltd., the future operating company of Lady Loans in Canada. Lady Loans (USA) Ltd. is intended to be formed in Delaware as the US operating company. The Company intends to act as the holding company of Lady Loans (Alberta) Ltd. and Lady Loans (USA) Ltd., which will be organized primarily to engage in business of underwriting, originating, and servicing unsecured installment loans that are made directly to individuals primarily for personal, family, or household purposes that are not primarily secured by a mortgage, deed of trust, trust indenture, or other security.

Material Contracts

Lady Loans has a management agreement with Cashco Financial Inc. in Canada. The contract allows for Lady Loans back-office support and functions as we build up our team (i.e. consulting from accounting or collections teams) and a license to a proprietary loan management system.

Legal or Regulatory Events

Lady Loans is preparing for a $25 million capital raise, expected to commence in the second quarter of 2022.

PART III
INDEX TO EXHIBITS

2.1	Certificate of Incorporation
2.2	Bylaws
3.1	Shareholders Agreement
4.	Form of Subscription Agreement*
6.1	Engagement Agreement with Rialto
6.2	Material Agreements – Cashco Management Services Agreement
6.3	Employment Agreement Diana Machado
6.4	JL Legacy Loan Agreement
8.1	Form of Escrow Agreement*
11	Auditor Consent
12	Opinion of CrowdCheck Law LLP*
13	Testing the Waters Materials*

* To be filed by amendment.

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Wilmington, Delaware, on February 23, 2022.

LADY LOANS, INC.

/s/ Diana Machado

By Diana Machado
Chief Executive Officer

This Offering Statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Diana Machado

Diana Machado, Chief Executive Officer, Principal Financial Officer and Director
Date: February 23, 2022

/s/ Jolene Latimer

Jolene Latimer, Director
Date: February 23, 2022

/s/ Sharon Latimer

Sharon Latimer, Director
Date: February 23, 2022

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "LADY LOANS, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF AUGUST, A.D. 2021, AT 7:06 O'CLOCK P.M.

6175001 8100
SR# 20213006000
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203972677
Date: 08-20-21

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:06 PM 08/17/2021
FILED 07:06 PM 08/17/2021
SR 20213006000 - FileNumber 6175001

CERTIFICATE OF INCORPORATION

OF

LADY LOANS, INC.

ARTICLE I

The name of the corporation is Lady Loans, Inc. (the **"Corporation").**

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the **"DGCL").**

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is 60,000 shares of capital stock of which 30,000 shall bedesignated "Common Stock" share and 30,000 shall be designated "Preferred Stock" and have par value of $0.00001 per share.

The following classes of shares of Common Stock are authorized to be issued and are to be designated as follows:

(A) 10,000 shares of Class "A" Common Voting Stock;

(B) 10,000 shares of Class "B" Common Voting Stock; and

(C) 10,000 shares of Class "C" Common Non-Voting Stock.

The following classes of shares of Preferred Stock are authorized to be issued and are to be designated as follows:

(A) 10,000 shares of Class "D" Preferred Non-Voting Stock;

(B) 10,000 shares of Class "E" Preferred Non-Voting Stock; and

(C) 10,000 shares of Class "F" Preferred Non-Voting Stock.

(together referred to as the "Authorized Capital").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. Common Stock

1. General. The voting, dividend and liquidation rights of the holders of the Class A Common Stock, Class B Common Stock and Class C Common Non-Voting Stock may be subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock if and when such Preferred Stock is issued.

2. Voting. The holders of the Class A Common Stock and the Class B Common Stock are entitled to one vote for each share of such Class A Common Stock and Class B Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). Holders of the Class C Common Non-Voting Stock are not entitled to vote.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affinnative vote of the holders of shares of capital stock of the corporation representing a majority of the votes represented by all outstanding shares of voting capital stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law (the **"DGCL").**

B. Preferred Stock

I. General. The Preferred Stock authorized by this Certificate of Incorporation may be issued from time to time in one or more series by the Corporation's Board of Directors. The Board of Directors is hereby authorized to fix or alter the rights, preferences, privileges and restrictions granted to or imposed upon any series of Preferred Stock, and the number of shares constituting any such series and the designation thereof as may be permitted by the DGCL. The Board of Directors is also expressly authorized to increase or decrease the number of authorized shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the

number of shares of such series. The number of authorized shares of Preferred Stock or any series thereof, as applicable, may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote thereon, without a separate vote of the holders of the Preferred Stock or series thereof, as applicable, irrespective *of the* provisions of Section 242(b)(2) of the DGCL, unless a vote of any such holders is required pursuant to the terms of any certificate of designation filed with respect to any series of Preferred Stock.

2. Voting. The holders of the Preferred Stock are not entitled to vote at meetings of stockholders (or on written actions in lieu of meetings).

3. Dividends. The Company is under no obligation to declare or pay any dividends. The Board of Directors may declare dividends from time to time from available funds therefor. No class of shares shall enjoy any dividend payment preference.

ARTICLEV

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation. In furtherance of and not in limitation of the powers conferred by the laws of the state of Delaware, the Board of Directors of the Corporation is expressly authorized to make, amend or repeal Bylaws of the Corporation.

ARTICLE VI

(A) To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

(C) Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VI, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (C) any action or proceeding asserting a claim against the Corporation arising pursuant to any provision of theDelaware General Corporation Law or the Corporation's Certificate of Incorporation or Bylaws, or (D) any action or proceeding asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

ARTICLE VIII

The name and mailing address of the incorporator are as follows:

Diana Machado
325 8170-50 Street,
Edmonton, Alberta T6B 1E6

Canada

Executed on August 17, 2021.

Diana Machado, Incorporator

Exhibit 2.2

BYLAWS
OF
LADY LOANS, INC.

A Delaware Stock Corporation

ARTICLE I
OFFICES

Section 1.01 Offices. The address of the registered office of Lady Loans, Inc. (the "**Corporation**") in the State of Delaware shall be at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of Newcastle, Zip Code 19801. The Corporation may have other offices, both within and without the State of Delaware, as the board of directors of the Corporation (the "Board of Directors") from time to time shall determine or the business of the Corporation may require.

Section 1.02 Books and Records. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be maintained on any information storage device, method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases); *provided that* the records so kept can be converted into clearly legible paper form within a reasonable time, and, with respect to the stock ledger, the records so kept comply with Section 224 of the Delaware General Corporation Law. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

ARTICLE II
MEETINGS OF THE STOCKHOLDERS

Section 2.01 Place of Meetings. All meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, or by means of remote communication, as shall be designated from time to time by resolution of the Board of Directors and stated in the notice of meeting.

Section 2.02 Annual Meeting. The annual meeting of the stockholders for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined by the Board of Directors and stated in the notice of the meeting.

Section 2.03 Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called pursuant to a resolution approved by the Board of Directors and may not be called by any other person or persons. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

Section 2.04 Adjournments. Any meeting of the stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof, and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date is fixed for stockholders entitled to vote at the adjourned meeting, the Board of Directors shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at the adjourned meeting as of the record date fixed for notice of the adjourned meeting.

Section 2.05 Notice of Meetings. Notice of the place, if any, date, hour, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and means of remote communication, if any, of every meeting of stockholders shall be given by the Corporation not less than 10 days nor more than 60 days before the meeting (unless a different time is specified by law) to every stockholder entitled to vote at the meeting as of the

record date for determining the stockholders entitled to notice of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Notices of meetings to stockholders may be given by mailing the same, addressed to the stockholder entitled thereto, at such stockholder's mailing address as it appears on the records of the corporation and such notice shall be deemed to be given when deposited in the U.S. mail, postage prepaid. Without limiting the manner by which notices of meetings otherwise may be given effectively to stockholders, any such notice may be given by electronic transmission in accordance with applicable law. Notice of any meeting need not be given to any stockholder who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

Section 2.06 List of Stockholders. The Corporation shall prepare a complete list of the stockholders entitled to vote at any meeting of stockholders (provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class of capital stock of the Corporation registered in the name of each stockholder at least ten days before any meeting of the stockholders. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network if the information required to gain access to such list was provided with the notice of the meeting or during ordinary business hours, at the principal place of business of the Corporation for a period of at least ten days before the meeting. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting the whole time thereof and may be inspected by any stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection by any stockholder during the whole time of the meeting as provided by applicable law. Except as provided by applicable law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger and the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

Section 2.07 Quorum. Unless otherwise required by law, the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") or these Bylaws, at each meeting of the stockholders, a majority in voting power of the shares of the Corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power, by the affirmative vote of a majority in voting power thereof, to adjourn the meeting from time to time, in the manner provided in Section 2.04, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the subsequent withdrawal of enough votes to leave less than a quorum. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

Section 2.08 Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of the stockholders as it shall deem appropriate. At every meeting of the stockholders, the President, or in his or her absence or inability to act, the Treasurer or, in his or her absence or inability to act, the person whom the President shall appoint, shall act as chairman of, and preside at, the meeting. The Secretary or, in his or her absence or inability to act, the person whom the chairman of the meeting shall appoint a secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations, and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations, or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (f) limitations on the time allotted to questions or comments by participants.

Section 2.09 Voting; Proxies. Unless otherwise required by law or the Certificate of Incorporation the election of Directors shall be by written ballot and shall be decided by a plurality of the votes cast at a meeting of the stockholders by the holders of stock entitled to vote in the election. Unless otherwise required by law, the Certificate of Incorporation, or these bylaws, any matter, other than the election of Directors, brought before any meeting of stockholders shall be decided by the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the matter. Each stockholder entitled to vote at a

meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot.

Section 2.10 Inspectors at Meetings of Stockholders. The Board of Directors, in advance of any meeting of stockholders, may, and shall if required by law, appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting, the existence of a quorum and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board of Directors, the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies, votes, or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

Section 2.11 Written Consent of Stockholders Without a Meeting. Any action to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered via electronic transmission, by hand or by certified or registered mail, return receipt requested to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book or electronic entry-book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.11, written consents signed by a sufficient number of holders to act are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 2.12 Fixing the Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of

Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for the determination of stockholders entitled to vote at the adjourned meeting and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote therewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting: (i) when no prior action by the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery (by hand, or by certified or registered mail, return receipt requested) to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE III
BOARD OF DIRECTORS

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these Bylaws, or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

Section 3.02 Number; Term of Office. The Board of Directors shall consist of not less than two nor more than fifteen directors. The initial Board of Directors shall have two Directors, with such number subject to change by action of the Board of Directors. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification, or removal.

Section 3.03 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of Directors and any vacancies occurring in the Board of Directors, may be filled by the affirmative votes of a majority of the remaining members of the Board of Directors, although less than a quorum, or by a sole remaining Director. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, a successor is duly elected and qualified, or the earlier of such Director's death, resignation or removal.

Section 3.04 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice by the Corporation or at such later time as is therein specified. Oral resignation shall not be deemed effective until confirmed by the Director in writing or by electronic transmission to the Corporation.

Section 3.05 Removal. Except as prohibited by applicable law or the Certificate of Incorporation, the stockholders entitled to vote in an election of Directors may remove any Director from office at any time, with or without cause, by the affirmative vote of a majority in voting power thereof.

Section 3.06 Fees and Expenses. Directors shall receive such fees and expenses as the Board of Directors shall from time to time prescribe.

Section 3.07 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and at such places as may be determined from time to time by the Board of Directors or its Chairman.

Section 3.08 Special Meetings. Special meetings of the Board of Directors may be held at such times and at such places as may be determined by the Chairman or the President on at least 24 hours' notice to each Director given by one of the means specified in Section 3.11 hereof other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the President in like manner and on like notice on the written request of any two or more Directors.

Section 3.09 Telephone Meetings. Board of Directors or Board of Directors committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a Director in a meeting pursuant to this Section 3.09 shall constitute presence in person at such meeting.

Section 3.10 Adjourned Meetings. A majority of the Directors present at any meeting of the Board of Directors, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board of Directors shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.11 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 3.11 Notices. Subject to Section 3.08, Section 3.10, and Section 3.12 hereof, whenever notice is required to be given to any Director by applicable law, the Certificate of Incorporation, or these Bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such Director at such Director's address as it appears on the records of the Corporation, facsimile, email, or by other means of electronic transmission.

Section 3.12 Waiver of Notice. Whenever notice to Directors is required by applicable law, the Certificate of Incorporation, or these Bylaws, a waiver thereof, in writing signed by, or by electronic transmission by, the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board of Directors or committee meeting need be specified in any waiver of notice.

Section 3.13 Organization. At each meeting of the Board of Directors, the Chairman or, in his or her absence, another Director selected by the Board of Directors shall preside. The Secretary shall act as Secretary at each meeting of the Board of Directors. If the Secretary is absent from any meeting of the Board of Directors, an Assistant Secretary shall perform the duties of Secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Section 3.14 Quorum of Directors. Except as otherwise permitted by the Certificate of Incorporation, these Bylaws, or applicable law, the presence of a majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 3.15 Action by Majority Vote. Except as otherwise expressly required by these Bylaws, the Certificate of Incorporation, or by applicable law, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.16 Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a

meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee in accordance with applicable law.

Section 3.17 Committees of the Board of Directors. The Board of Directors may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter, and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article III.

ARTICLE IV
OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected annually by the Board of Directors and shall include a President, a Treasurer and a Secretary. The Board of Directors, in its discretion, may also elect a Chairman (who must be a Director), one or more Vice Chairmen (who must be Directors), and one or more Vice Presidents, Assistant Treasurers, Assistant Secretaries, and other officers. Any two or more offices may be held by the same person.

Section 4.02 Term. Each officer of the Corporation shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time, with or without cause, by the majority vote of the members of the Board of Directors then in office. The removal of an officer shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving written notice of his or her resignation to the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board of Directors.

Section 4.03 The President. The President shall have general supervision over the business of the Corporation and other duties incident to the office of President, and any other duties as may be from time to time assigned to the President by the Board of Directors and subject to the control of the Board of Directors in each case.

Section 4.04 Vice Presidents. Each Vice President shall have such powers and perform such duties as may be assigned to him or her from time to time by the Chairman of the Board of Directors or the President.

Section 4.05 The Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the

Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall keep in safe custody the seal of the Corporation and have authority to affix the seal to all documents requiring it and attest to the same.

Section 4.06 The Treasurer. The Treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board of Directors, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 4.07 Duties of Officers May be Delegated. In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the President or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any Director.

ARTICLE V
STOCK CERTIFICATES AND THEIR TRANSFER

Section 5.01 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board of Directors. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by any two authorized officers of the Corporation. Any or all such signatures may be facsimiles. Although any officer, transfer agent, or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent, or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent, or registrar were still such at the date of its issue.

Section 5.02 Transfers of Stock. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. To the extent designated by the President or any Vice President or the Treasurer, the Corporation may recognize the transfer of fractional uncertificated shares, but shall not otherwise be required to recognize the transfer of fractional shares.

Section 5.03 Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 5.04 Lost, Stolen, or Destroyed Certificates. The Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed upon the making of an affidavit of that fact by the owner of the allegedly lost, stolen, or destroyed certificate. When authorizing such issue of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen, or destroyed certificate, or the owner's legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed or the issuance of such new certificate or uncertificated shares.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 Seal. The Board of Directors may adopt a seal of the Corporation, which shall be in such form as shall be approved by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise, as may be prescribed by law or custom or by the Board of Directors.

Section 6.02 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 6.03 Checks, Notes, Drafts, Etc. All checks, notes, drafts, or other orders for the payment of money of the Corporation shall be signed, endorsed, or accepted in the name of the Corporation by such officer, officers, person, or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

Section 6.04 Dividends. Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

Section 6.05 Conflict with Applicable Law or Certificate of Incorporation. These Bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

ARTICLE VII
AMENDMENTS

Section 7.01 Amendments. These Bylaws may be adopted, amended, or repealed or new Bylaws adopted by the Board of Directors. The stockholders may make additional Bylaws and may adopt, amend, or repeal any Bylaws whether such Bylaws were originally adopted by them or otherwise.

Exhibit 3.1

UNANIMOUS SHAREHOLDER AGREEMENT

AMONG:

LATIMER FAMILY TRUST 2015
("Latimer Family Trust")

- and -

JOLENE LATIMER
("Jolene")

- and -

DIANA MARIA MACHADO
("Diana")

- and –

LADY LOANS, INC.
(the "Corporation")

RECITALS

A. The Corporation has been duly incorporated under the laws of the State of Delaware and is authorized to issue:

(i) 10,000 Class "A" Common Voting Stock

(ii) 10,000 Class "B" Common Voting Stock

(iii) 10,000 Class "C" Common Non-Voting Stock

(iv) 10,000 Class "D" Preferred Non-Voting Stock

(v) 10,000 Class "E" Preferred Non-Voting Stock

(vi) 10,000 Class "F" Preferred Non-Voting Stock (collectively called the "Authorized Capital").

B. The Shareholders are the legal and beneficial owners of all of the issued and outstanding shares in the capital stock of the Corporation as follows:C.

Registered Owner	Share Certificate No.	Number and Class of Shares
LATIMER FAMILY TRUST 2015	#1A	560 Class "A" Common
JOLENE LATIMER	#2A	250 Class "A" Common
DIANA MARIA MACHADO	#3A	250 Class "A" Common

D. The Shareholders want to enter into this Agreement to make provision for matters of mutual concern and interest.

The parties therefore agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement:

(a) "Accountants" means the independent firm of chartered accountants as may, from time to time, be chosen by the Directors as accountants of the Corporation;

(b) "Act" means the Delaware General Corporation Law, as amended;

(c) "Act of Default" means an act of default as defined in Article 12;

(d) "Affiliates" means:

(i) for any corporation, affiliates or affiliated corporations are a subsidiary of one another, subsidiaries of the same corporate body or are controlled by the same person, or (b) are affiliated with the same corporate body at the same time ; or

(ii) for any natural person, that person's parents, siblings, spouse or child or any relative of that person or its spouse who has the same residence as that person, or any firm, partnership, joint venture, or corporation in which that person has a controlling interest;

(e) "Agreement" means this Unanimous Shareholder Agreement and any instrument or schedule supplemental or ancillary hereto;

(f) "Certificate" means the certificate of incorporation of the Corporation as amended from time to time;

(g) "Bank" means the primary bank or financial institution providing financing to the Corporation from time to time;

(h) "Business" means the financial services or other business carried on by the Corporation;

(i) "Bylaws" means the Bylaws of the Corporation from time to time in force and effect;

(j) "Common Shareholder(s)" means collectively Latimer Family Trust, Jolene and Diana or each individually when the context so requires, and includes all future Shareholders who are deemed to be a party to this Agreement pursuant to the Act;

(k) "Common Shares" means all or any portion of the shares set forth in recital C hereto, together with all additional Common Shares issued by the Corporation from time to time;

(l) "Corporate Shareholder(s)" means any corporation that is a Shareholder, and as at the date hereof Latimer Family Trust 2015 or each individually when the context so requires;

(m) "Corporation" means Lady Loans, Inc., a Delaware corporation;

(n) "Designated Representative(s)" means the individual(s) designated herein who have been appointed by a Corporate Shareholder, and who shall exercise all of the voting rights (if any) of such Corporate Shareholder, pursuant to the terms of this Agreement until further notice is given by any such Corporate Shareholder in any particular case;

(o) "Directors" means the individuals who are, from time to time, in accordance with the terms of this Agreement, duly elected or appointed directors of the Corporation;

(p) "Discounted Purchase Price" means 3/4th of the Purchase Price as determined pursuant to Article 10;

(q) "Fair Market Value" means the price determined in an open and unrestricted market between informed prudent parties, acting at arm's length and under no compulsion to act, expressed in terms of money or money's worth;

(r) "Foundation" means the Lady Loans Foundation Ltd.;

(s) "Generally Accepted Accounting Principles" means the standard of accounting principles as promulgated by the Financial Accounting Standards Board from time to time;

(t) "Majority Resolution" means a resolution passed by 50.1% of the votes cast by the Common Shareholders or the Directors, depending on whether it is a Common Shareholders meeting or a Directors meeting, who are entitled to vote on that resolution;

(u) "Percentage Interest" means the proportion that the number of Common Shares owned by a Shareholder is of the total number of issued and outstanding Common Shares owned by all Shareholders at a particular time;

(v) "Person" means a natural person, firm, corporation, trust, partnership, joint venture, association, unincorporated organization, or government agency (and "corporation" includes "company" and vice versa);

(w) "Preferred Shareholders" means collectively each individual or corporation holding from time to time preferred shares in the capital of the Corporation.

(x) "Prime Rate" means the prime interest rate per annum charged by the Bank to its best commercial customers in effect from time to time, which will be conclusively determined by the manager of the main branch of the TD Bank in Wilmington, DE and which interest rate will be compounded semi-annually and calculated monthly;

(y) "Purchase Price" means the value per Share as determined pursuant to Article 10;

(z) "Purchasing Shareholder" means any Common or Preferred Shareholder purchasing Shares, for whatever reason, in accordance with this Agreement;

(aa) "Selling Shareholder" means a Shareholder selling Shares, for whatever reason, in accordance with this Agreement;

(bb) "Shareholders" means the Common Shareholders and the Preferred Shareholders of the Corporation from time to time;

(cc) "Shareholders' Advances" means any advance of funds, property or services to the Corporation from time to time, together with interest thereon, if any, except funds advanced in consideration for the issuance of Common or Preferred Shares;

(dd) "Special Resolution" means a resolution passed by 66 2/3% of the votes cast by Common Shareholders who were entitled to vote on that resolution;

(ee) "Total Investment" means, in respect of a Common Shareholder, the aggregate of:

(i) Shareholders' Advances; and

(ii) the product obtained when the number of Common Shares owned by a Common Shareholder is multiplied by the Purchase Price.

1.2 Capitalized words and phrases used in this Agreement and not defined herein have the same meaning as are assigned to them in the Act.

ARTICLE 2 - EFFECTIVE DATE

2.1 Notwithstanding its date of execution, this Agreement became effective and was binding upon the parties as and from August 17, 2021 (the "Effective Date") and will continue in full force and effect from the Effective Date until termination in accordance with this Agreement.

ARTICLE 3 - ARTICLES AND IMPLEMENTATION OF AGREEMENT

3.1 Subject to section 3.2, a Majority Resolution being passed at a properly called meeting of the Common Shareholders is required to amend or alter the Certificate or Bylaws.

3.2 The Certificate and Bylaws will at all times be subject to this Agreement and where any provision in the Certificate or Bylaws is inconsistent with this Agreement, this Agreement will prevail. Subject to the jurisdiction of the Delaware Chancery Court, any Common Shareholder may require the Common Shareholders to cause the Certificate or Bylaws to be amended or altered to the extent necessary to remove or correct such inconsistency.

3.3 Each of the Common Shareholders shall vote, or cause to be voted, the Common Shares owned by it in such a way so as to fully implement the terms and conditions of this Agreement, and shall, in the event that any Director for any reason refuses to exercise its discretion in accordance with the terms of this Agreement, forthwith take such steps as are necessary to remove each such Director.

3.4 Each of the Common Shareholders will be deemed to have consented to any transfer of Common Shares made in accordance with this Agreement, and each Shareholder shall waive any restriction on transfer contained in the Articles or Bylaws in order to give effect to such transfers.

ARTICLE 4 - DIRECTORS

4.1 The board of Directors for the Corporation (the "Board") will consist of three Directors, being Jolene Latimer, Diana Maria Machado and Sharon Latimer, Designated Representative of Latimer Family Trust, as of the Effective Date.

4.2 Each Director will have one vote at any meeting of the Board, and all decisions at any meeting of the Board will be decided by a majority resolution.

4.3 All of the Directors must be present to constitute a quorum for the transaction of business at any meeting of the Board.

4.4 A Director or officer of the Corporation who is a party to, or is a director or officer of, or has a material interest in, any person who is a party to a material contract or proposed material contract with the Corporation, shall disclose in writing to the Corporation the nature and extent of its interest, in the time and manner provided by the Act. Any such contract or proposed contract shall be referred to the Shareholders for approval even if such contract or proposed contract is one that in the ordinary course of the Corporation's business may not require approval by the Directors or Shareholders.

4.5 No delegation to a committee will be permitted by the Directors of any of the following powers, which such Directors retain subject to the limitations in this Agreement.

(a) Submit to the Shareholders any question or matter requiring the approval of the Shareholders;

(b) Fill a vacancy among the Directors;

(c) Appoint additional Directors;

(d) Issue securities, except in the manner and on the terms authorized by the Board;

(e) Declare dividends;

(f) Purchase, redeem, or otherwise acquire shares issued by the Corporation, except in the manner and on the terms authorized by the Board;

(g) Pay a commission to any person in consideration of the person's purchasing or agreeing to purchase shares of the Corporation from the Corporation or from any other person, or procuring or agreeing to procure purchasers for shares of the Corporation;

(h) Approve a management proxy circular;

(i) Approve any financial statements of the Corporation;

(j) Adopt, amend, or repeal the Bylaws.

4.6 Unless otherwise decided by the Board, the following will be the officers of the Corporation:

(a) President – Diana Maria Machado

(b) Secretary/Treasurer – Jolene Latimer.

4.7 For and during the term of this Agreement and unless authorized otherwise by the Board, the Common Shareholders and the Designated Representatives of the Corporate Shareholders, shall devote their best efforts in promoting the success of the Corporation and shall maintain the Corporation as a profitable enterprise to the best of their ability.

4.8 All checks, negotiable instruments, and other banking or financial instruments requiring the signature of the Corporation must be signed by any two of the Directors or as agreed to by Special Resolution.

ARTICLE 5 - SHAREHOLDERS

5.1 The Directors may call a special meeting of Common Shareholders at any time and shall do so at the request of any officer of the Corporation.

5.2 The only persons entitled to be present at a meeting of Common Shareholders will be those entitled to vote at such meeting, the Directors and Accountants and others who, although not entitled to vote, are entitled or required under any provision of the Act, Certificate, or Bylaws to be present at the meeting. Any other person may be admitted only with the unanimous consent of the Common Shareholders present in person or by proxy at the meeting.

5.3 A quorum for the transaction of business at any meeting of Common Shareholders will be the holders of not less than two-thirds of the Common Shares of the Corporation that are owned by Common Shareholders who are then entitled to vote, present in person or by proxy.

5.4 Each Corporate Common Shareholder shall appoint a Designated Representative as its representative to vote on its behalf at any and all general meetings of the Common Shareholders (including annual, special and extraordinary meetings) and as its attorney in law to execute deeds on its behalf and to assent to and adopt in writing any resolutions which it might have assented to or adopted as a Shareholder. Each Corporate Common Shareholder hereby severally warrants to the other Common Shareholders and the Corporation that all corporate proceedings will be taken by it to vest in its Designated Representative full and exclusive power and authority to bind it in respect of all matters pertaining to the Corporation. Latimer Family Trust 2015 hereby appoints Sharon Latimer as its Designated Representative.

5.5 Notwithstanding any other provision of this Agreement or the Certificate, the Preferred Shareholders will not be entitled to attend any meeting of the Common Shareholders, or vote on any resolution presented thereat, unless invited to so participate by the holders of not less than two-thirds of the Common Shares.

ARTICLE 6 - SHAREHOLDERS' ADVANCES

6.1 Upon a Majority Resolution being passed or otherwise executed, and upon written request (herein called the "Demand") of the Board, each of the Common Shareholders shall advance to the Corporation such Shareholders' Advances upon such terms and conditions as set forth in the Demand, provided that:

(a) The Shareholders' Advances will be in proportion to each Common Shareholder's Percentage Interest;

(b) Each Shareholder's Advance will be evidenced by a promissory note issued by the Corporation in the principal amount thereof, which promissory note will be secured against the assets of the Corporation as set forth in the Demand, and will provide for the repayment of the amount therein subject to the terms and conditions contained in this Agreement;

(c) Interest will be paid on the Shareholder's Advance as set forth in the Demand;

(d) Subject to section 6.2 hereof, the Corporation shall make all repayments of Shareholders' Advances and interest thereon to all Common Shareholders in proportion to their respective Percentage Interests;

(e) The Shareholders shall not demand repayment of the whole or any portion of the Shareholders' Advances outstanding prior to the time for repayment thereof which will be set forth in each case by the Demand;

(f) The Shareholders' Advances may be prepaid by the Corporation in whole or in part at any time or times without notice, bonus, or penalty; and

(g) At the request of the Board, each Common Shareholder shall subordinate all Shareholders' Advances in favor of any Bank or other Lender by Special Resolution.

6.2 In the event that the Shareholders' Advances are not in proportion to each Common Shareholder's Percentage Interest, then the amount of excess which any particular Common Shareholder (the "Contributing Shareholder") has contributed to the Corporation (the "Excess Contribution Amount") will be repayable by the Corporation on demand, together with interest at a rate agreed to by the Board of Directors, failing which interest will accrue at the Prime Rate plus 5% per annum, compounded and calculated monthly, and the Corporation shall repay such Excess Contribution Amount plus accrued interest in priority to and in all cases before any other Shareholder's Advances are repaid to any other Common Shareholder (the "Non-Contributing Shareholder") in any circumstances. Additionally, the Excess Contribution Amount will rank in priority to any distribution, dividend or other payment in respect of any Common Shareholder of the Corporation, such that prior to any such distribution, dividend or payment being made to any Common Shareholder in respect of its respective Shares, the Corporation shall repay such Contributing Shareholder its Excess Contribution Amount plus accrued interest.

6.3 In addition to the foregoing, the Non-Contributing Shareholder hereby unconditionally guarantees in favor of the Contributing Shareholder the repayment by the Corporation of the full amount of the Excess Contribution Amount plus accrued interest. As security for this guarantee, the Non-Contributing Shareholder hereby grants a security interest in favor of the Contributing Shareholder in and to all present and after acquired personal property of the Non-Contributing Shareholder, all in accordance with the provisions of the Personal Property Security Act (Alberta), RSA 2000, c P-7. Such guarantee and security interest are in addition to and not a substitution for any and all other rights and remedies available at law or in equity to the Contributing Shareholder.

ARTICLE 7 - GUARANTEES

7.1 If determined by the Board (herein called the "Request"), all Common Shareholders shall execute and deliver guarantees on such terms and conditions as set forth in the Request (herein collectively called the "Guarantees" and individually called the "Guarantee"). The Board shall use its best efforts to obtain agreement from any and all Creditors that Guarantees will be acceptable, when calculated in proportion to the number of Common Shares held by each Common Shareholder to the total number of Common Shares held by all of the Common Shareholders, to any person, firm or corporation (herein collectively called the "Creditors" and individually called the "Creditor") in respect of the indebtedness of the Corporation to the Creditors.

7.2 Forthwith upon receipt of a Request pursuant to section 7.1 above, each Common Shareholder shall deliver Guarantees to the Corporation in accordance with the provisions of this Article 7, having regard to the number of Common Shares beneficially owned by each such Common Shareholder and by all such Common Shareholders in the aggregate.

7.3 If any Common Shareholder (herein called the "Non-Performing Shareholder") is called upon under the terms of a Guarantee and (a) fails to pay its proportion (as set out in section 7.1 hereof) pursuant to its Guarantee, and the other Common Shareholders who executed Guarantees are required to pay the Non-Performing Shareholder's obligations (the "Performing Shareholders"), or (b) any Common Shareholder is required and does pay any amount in respect of its Guarantee which exceeds its proportion (as set out in section 7.1 hereof) of the debt owing to the Creditor (the "Overpaying Shareholder") and thus the other Common Shareholders (the "Underpaying Shareholders") end up paying an amount less than their respective pro rata proportions (as set out in section 7.1 hereof) of the debt to the Creditor, in each of these two circumstances the Performing Shareholders and the Overpaying Shareholders are hereby granted a security interest in all present and after acquired personal property of the Non-Performing Shareholder or the Underpaying Shareholders, as the case may be, until the Non-Performing Shareholder or the Underpaying Shareholders, as the case may be, have fully reimbursed the Performing Shareholders or the Overpaying Shareholders, as the case may be, together with interest thereon calculated from the payment date at a rate equal to 18% per annum, calculated daily; provided, however, that the security interest in and to the present and after acquired personal property of the Non-Performing Shareholder or the Underpaying Shareholder, as the case may be, will be in addition to and not in substitution for any and all other rights and remedies available at law or in equity. The Non-Performing Shareholders and the Underpaying Shareholders, as the case may be, shall indemnify and pay to each of the Performing Shareholders or Overpaying Shareholders, as the case may be, all amounts that are paid in excess of those parties' respective pro rata proportions (as set out in section 7.1 hereof) to the Creditor in respect of Guarantees previously provided to the Creditor.

7.4 The Corporation and the remaining Common Shareholders shall endeavor to cause a Selling Shareholder to be released from all Guarantees having been given to assist the Corporation; provided, however, that if the Corporation and the remaining Common Shareholders are unable to obtain a release of any such Guarantees granted by the Selling Shareholder, the Corporation and the remaining Common Shareholders shall severally, in proportion to the number of Common Shares held by each Common Shareholder as that number bears to the total number of Common Shares held by all of the Common Shareholders, indemnify the Selling Shareholder from any and all claims or demands upon the Selling Shareholder arising from such Guarantees, and the Selling Shareholder shall give the Corporation and the remaining Common Shareholders prompt written notice of any such claim or demand, and the remaining Common Shareholders shall provide the Selling Shareholder with such security as it may reasonably require in support of these indemnities.

DISPOSITION OF SHAREHOLDERS' INTEREST

ARTICLE 8 - RESTRICTIONS ON SHARES

8.1 Subject to a Special Resolution being passed or otherwise executed:

(a) No additional Common Shares of the Authorized Capital may be issued;

(b) No Common Shareholder shall mortgage, pledge or otherwise encumber its Common Shares;

(c) No Shareholder shall sell, transfer, convey or assign its Shares except in accordance with this Agreement; and

(d) No shares of the issued and outstanding capital stock of any Corporate Shareholder shall be sold, transferred, conveyed, or assigned except in accordance with this Agreement.

8.2 In the event a Special Resolution is passed authorizing the issuance of additional Common Shares of the Authorized Capital, any such authorization shall require that Latimer Family Trust be issued that number of additional shares of Class A Common stock sufficient to maintain its percentage ownership of the Common Shares held by it in excess of 50% of all Common Shares held by all Common Shareholders, unless otherwise agreed to by all parties.

8.3 The certificates representing the Shares shall be endorsed with the following reference as to the restrictions imposed by this Agreement:

"The shares represented by this certificate are subject to the provisions of a Unanimous Shareholder Agreement made on August 17, 2021 among the Corporation and all the Shareholders, which Agreement imposes restrictions on the right of the holder and successors of the holder to sell, encumber or realize the shares represented hereby, and notice of the terms and conditions of the Unanimous Shareholder Agreement is hereby given."

8.4 For the purposes of this Agreement, except as otherwise provided herein, any transfer, sale, assignment, transmission, bequest, inheritance, mortgage, encumbrance, or other disposition of shares in the capital stock of any Corporate Shareholder having the result (directly or indirectly and either immediately or subject to the happening of any contingency) of changing the identity of the individuals exercising or who might exercise control of any such Corporate Shareholder (from the applicable party exercising control of any such Corporate Shareholder as of the date of execution of this Agreement) will be deemed to be a transfer by such Corporate Shareholder of its Shares hereunder, notwithstanding whether such change will be voluntary or involuntary on the part of such Corporate Shareholder.

8.5 Each Corporate Shareholder agrees that:

(a) so long as it shall remain a Common Shareholder, no further shares of its capital stock will be issued and no shares currently issued and outstanding will be transferred other than a transfer permitted by section 8.4 hereof which does not change the identity of the individuals exercising or whom might exercise control of it (from the applicable party exercising control of it as of the Effective Date); and

(b) the terms and conditions contained herein do not conflict and are not inconsistent with its constating documents.

8.6 Each Corporate Shareholder hereby represents to the other Common Shareholders that, as of the Effective Date:

(a) no person, firm or corporation has a right or option to acquire any interest in any of its Common Shares; and

(b) no Common Shares owned by it have been mortgaged, pledged or otherwise encumbered to any third party.

8.7 No Common Shareholder will be entitled to utilize or institute the provisions of Articles 11 or 16 until a period of one year has passed from the Effective Date.

8.8 No transfer or issuance of Class "A" Common Shares or Class "B" Common Shares will be permitted unless the recipient or transferee of such shares agrees to become a party to this Agreement.

ARTICLE 9 - SECURITY ON UNPAID PURCHASE PRICE

9.1 For the purposes of Articles 14 and 15 hereof, the Corporation hereby grants a security interest in favor of the Disabled Shareholder or Deceased Shareholder, as the case may be, in and to all of the Corporation's present and after acquired personal

property in order to secure the repayment of the Total Investment owed to the Disabled Shareholder or Deceased Shareholder, as the case may be, as set forth in those Articles.

ARTICLE 10 - PURCHASE PRICE TO BE PAID ON SALE OF SHARES

10.1 Any Common Shareholder may forward a written request (herein called the "Shareholder's Request") to the other Common Shareholders to agree on a per share valuation of the Common Shares as of a specific date.

10.2 If no agreement has been reached within thirty days of a Shareholder's Request, the value per share of the Common Shares as of a specific date will be determined by an independent business valuator to be unanimously agreed upon by the Common Shareholders, or if the Common Shareholders fail to agree, by an independent business valuator chosen pursuant to Article 23 (whether agreed upon or chosen pursuant to Article 23 the independent business valuator will be called the "Valuator").

10.3 The Valuator shall value the Corporation and establish the Purchase Price to be paid on the Common Shares based upon the Fair Market Value of all of the issued and outstanding Common Shares as of the date the event giving rise to the purchase and sale occurs. The Valuator shall not take into account the proceeds of insurance on the life of a Common Shareholder, whether beneficially owned by the remaining Common Shareholders or the Corporation, and shall complete the valuation no later than four months from the date the Valuator was instructed to determine the value. The determination of the Valuator will be final and binding upon the parties.

10.4 The Common Shareholders shall be liable for the fees and expenses incurred or charged by the Valuator in determining the value per share of the Common Shares, in proportion to each Common Shareholder's respective Percentage Interest.

ARTICLE 11 - RIGHT OF FIRST REFUSAL

11.1 If one of the Common Shareholders desires to terminate its association with the Corporation (herein called the "Selling Shareholder"), the Selling Shareholder shall deliver to the other Common Shareholders (herein called the "Remaining Shareholders") notice in writing (herein called the "Notice of Withdrawal") signed by the Selling Shareholder requesting the Remaining Shareholders purchase its Total Investment in the Corporation, on the terms and conditions stipulated in the Notice of Withdrawal (herein called the "Sale Conditions"), and stating that the Remaining Shareholders will be required to purchase all of the Selling Shareholder's Total Investment in proportion to their relative Percentage Interests.

11.2 The Remaining Shareholders will have thirty days following receipt or deemed receipt of the Notice of Withdrawal (herein called the "Acceptance Period") to accept the Sale Conditions of the Selling Shareholder as set out in the Notice of Withdrawal by notice in writing to the Selling Shareholder (herein called the "Notice of Acceptance").

11.3 If the Notice of Withdrawal is rejected or no Notice of Acceptance is delivered by the Remaining Shareholders within the Acceptance Period, the Selling Shareholder may sell to a third party all, but not less than all, of its Total Investment provided the sale takes place within ninety days following the expiration of the Acceptance Period at a price not less than, and on terms and conditions not more favorable than, the Sale Conditions, and further provided that the third party purchaser agrees to become a party to this Agreement. If no sale takes place within the stipulated time period, the Selling Shareholder will be required, before selling, transferring, assigning or otherwise disposing of its Total Investment, to once again offer its Total Investment to the Remaining Shareholders in the manner hereinbefore provided.

11.4 If a Notice of Acceptance is delivered within the Acceptance Period, the purchase of the Selling Shareholder's Total Investment by the Remaining Shareholders shall be completed so soon as may be practical and no later than ninety days following the expiry of the Acceptance Period, and the purchase and sale of the Selling Shareholder's Total Investment will be completed at the offices of the solicitor for the Corporation as follows:

(a) The Selling Shareholder shall cause to be delivered to the Remaining Shareholders certificates for all of its Shares, duly and properly endorsed in blank for transfer, together with such evidence, if any, as the Remaining Shareholders may require that such Shares are free of all mortgages, liens, encumbrances and charges;

(b) The Selling Shareholder shall assign its Shareholders' Advances in the Corporation to the Remaining Shareholders;

(c) The Selling Shareholder, or its nominee, shall resign as a Director and officer of the Corporation;

(d) Subject to section 7.4, the Corporation shall provide evidence to the Selling Shareholder that it has obtained releases from all Guarantees given by the Selling Shareholder or its Affiliates; and

(e) The Remaining Shareholders shall pay the balance of the Selling Shareholder's Total Investment to the Selling Shareholder in accordance with the Sale Conditions.

ARTICLE 12 - DEFAULT

12.1 A Common Shareholder is deemed to have committed an act of default (herein called the "Act of Default") when:

(a) the following occurs in relation to an individual Shareholder, namely:

(i) The Common Shareholder is declared bankrupt;

(ii) The Common Shareholder causes its Common Shares to be charged for its separate debts or liable to seizure except as otherwise authorized herein;

(iii) If the Common Shareholder is actively involved in the operation of the Corporation as of the Effective Date, and thereafter that Common Shareholder ceases to be actively involved in the Corporation for any reason;

(iv) The Common Shareholder becomes insolvent or makes an assignment for the benefit of creditors; and

(v) An application is made in a court of competent jurisdiction for an order purporting to deal with its Shares pursuant to the *Matrimonial Property Act* of Alberta or other similar legislation;

(b) the following occurs in relation to any Corporate Shareholder, namely:

(i) Where any of the events listed in subsection 12.1(a) occur with respect to any Corporate Shareholder (as applicable), or with respect to any Designated Representative or beneficial owner of any of the issued and outstanding shares of the capital of any such Corporate Shareholder;

(ii) Proceedings are instituted for the dissolution or winding up of any such Corporate Shareholder;

(iii) Any Corporate Shareholder is petitioned into bankruptcy or makes an assignment for the benefit of its creditors;

(iv) If a certificate of dissolution is issued with respect to any Corporate Shareholder by the Registrar of Corporations or any Corporate Shareholder is otherwise dissolved and is terminated in the Province of Alberta; and

(v) If any Corporate Shareholder's issued and outstanding shares are seized or attached in any way for the payment of any judgment or order; or

(c) The Common Shareholder commits a breach of this Agreement.

12.2 The Common Shareholders shall immediately notify each other of any Act of Default upon its occurrence.

12.3 The following provisions apply to a Defaulting Shareholder:

(a) If an Act of Default occurs pursuant to section 12.1 then any Common Shareholder may give the Defaulting Shareholder written notice setting forth the specifics of the Act of Default (herein called the "Notice of Default") and requiring the Defaulting Shareholder to remedy the default within fifteen days of receipt of the Notice of Default (herein called the "Remedy Period"). However, if the Act of Default is not capable of being rectified, then the Remedy Period will be deemed to be one day.

The last day of the Remedy Period will herein be called the "Date of Default"; and

(b) If the Act of Default is not remedied on or prior to the Date of Default, then subject to the Act, the Corporation will have the right and option (but not the obligation) to purchase all (but not less than all) of the Defaulting Shareholder's Total Investment at the Discounted Purchase Price on the following terms:

(i) the determination whether the Corporation does exercise its option granted by subsection 12.3(b) herein shall be made for and on behalf of the Corporation by the Board of Directors (excluding the Defaulting Shareholder) giving written notice to that effect to the Defaulting Shareholder within sixty days of the Date of Default; provided however, that in the event the Board of Directors, at the Date of Default, is constituted with only the one nominee of the non-defaulting Common Shareholder, then in those circumstances the decision of the Board of Directors as set forth in this subsection 12.3(b)(i) shall not be made until the Common Shareholders (excluding the Defaulting Shareholder) have appointed one or more additional persons to the Board of Directors;

(ii) the Defaulting Shareholder will lose its right to vote its Common Shares, and it will not be entitled to vote as a Director (or its nominee will lose its right to vote as a Director) upon receipt of the Notice of Default and these rights to vote will not be reinstated until the Act of Default is remedied; and

(iii) the Corporation shall pay the Discounted Purchase Price (determined as of the Date of Default) for the Defaulting Shareholder's Total Investment to the Defaulting Shareholder by way of five equal annual payments with the initial payment due on the first day of the next ensuing month after the month in which the Closing (as defined herein) occurs and each successive anniversary date thereafter until fully paid without interest.

12.4 So soon as may be practical, and in any event not more than thirty days, following the determination of the Discounted Purchase Price, the purchase and sale of the Defaulting Shareholder's Shares shall be closed (the "Closing") at the offices of the solicitors for the Corporation as follows:

(a) The Defaulting Shareholder shall deliver to the Corporation certificates for all of the Defaulting Shareholders' Shares, duly endorsed in blank for transfer, together with such evidence, if any, as the Corporation may require that such Common Shares are free of all mortgages, liens, encumbrances and charges;

(b) The Corporation shall execute a promissory note in favor of the Defaulting Shareholder evidencing the payment obligations as set forth in this Article 12;

(c) The Defaulting Shareholder, or its nominee, shall resign as a Director and officer of the Corporation; and

(d) The Corporation shall provide evidence to the Defaulting Shareholder that it has obtained releases from all Guarantees given by the Defaulting Shareholder or shall provide in writing the several indemnities and such securities for the several indemnities required by section 7.4.

ARTICLE 13 - INSURANCE

13.1 The Common Shareholders may cause the Corporation to maintain an insurance policy or policies on the lives of each of the individual Common Shareholders and/or on the lives of each of the Designated Representatives of any Corporate Shareholder(s). The amount of such insurance in each case (if any) will be determined by Special Resolution (herein called the "Insurance").

13.2 The Corporation may make adjustments in the amount of the Insurance to reflect changes in the amounts described in section 13.1 herein and such adjustments, if required, shall be made at least once every calendar year following the year in which the Agreement is executed.

13.3 If a Shareholder's Total Investment is purchased by the Corporation pursuant to this Agreement (other than in the case of death) and an amount remains unpaid to the Selling Shareholder, the Corporation shall continue to maintain the Insurance then in place. If the Selling Shareholder should die while an amount remains unpaid to it, then the Corporation shall pay to the Selling Shareholder in payment or part payment, as the case may be, so much of the proceeds of the Insurance as does not exceed the remaining unpaid balance owing to the Selling Shareholder. If the proceeds of the Insurance exceed the unpaid balance owing to the Selling Shareholder, then the Corporation will be entitled to such excess proceeds free of any claim by the Selling Shareholder.

13.4 In the event that this Agreement should be cancelled by the consent of the parties hereto, the ownership of the Insurance shall be transferred to the life insured, at that person's option, of each of such policies, in consideration for the payment of the cash surrender value thereof, or if there is no cash surrender value, then for the sum of $100.00 for each such policy together, in either event, with the full amount of any unexpired prepaid premiums for each such policy.

13.5 All such policies of Insurance referred to in this Article 13 shall name the Corporation as the beneficiary thereof.

ARTICLE 14 - DISABILITY

14.1 A Common Shareholder (herein called the "Disabled Shareholder") will be deemed to be disabled if it, or in the case of any Corporate Shareholder its Designated Representative, becomes physically or mentally disabled to such an extent that such Common Shareholder is determined by the other Common Shareholders, acting reasonably, to be incapable of managing its affairs and those of the Corporation and will thereby come within the meaning of "permanently disabled" as that term is used in section 256(1.4)(a) of the *Income Tax Act* (Canada).

14.2 A Disabled Shareholder will forthwith lose the right to vote its Common Shares and, in addition, the Disabled Shareholder, or its nominee, will forthwith lose its right to vote at any meeting of the Directors or on any resolution passed in lieu thereof, until the disability has ended.

14.3 If the disability persists for a period of 90 days from the commencement of such disability (the last day of the 90-day period herein called the "Date of Incapacity"), the Disabled Shareholder will be deemed to sell to the Corporation, and the Corporation will be deemed to purchase all, but not less than all, of the Disabled Shareholder's Total Investment.

14.4 The purchase of the Disabled Shareholder's Total Investment by the Corporation shall be closed (the "Closing") as soon as may be practical, and in any event within 30 days, following the determination of the Purchase Price (which shall be as of the Date of Incapacity) at the offices of the solicitor for the Corporation as follows:

(a) The Disabled Shareholder or its personal representative, as the case may be, shall deliver to the Corporation certificates for all of the Disabled Shareholder's Shares, duly endorsed in blank for transfer, together with such evidence, if any, as the Corporation may require that such Shares are free of all mortgages, liens, encumbrances and charges;

(b) The Disabled Shareholder or its personal representative, as the case may be, shall deliver to the Corporation an assignment of all of the Disabled Shareholders Shareholder's Advances along with an acknowledgement thereto by the Corporation;

(c) The Disabled Shareholder, through its legally appointed guardian or trustee, or its nominee, shall resign as a Director and officer of the Corporation;

(d) The Corporation shall provide evidence to the Disabled Shareholder that it has obtained releases from all Guarantees given by the Disabled Shareholder or in the alternative shall provide in writing the indemnities and such security for the indemnities required by section 7.4 hereof;

(e) The Corporation shall purchase the Disabled Shareholder's Total Investment on the following terms and conditions:

(i) the Disabled Shareholder's Shares shall be sold for the Purchase Price, and 25% of the Purchase Price will be due and payable on the Closing, with the balance of the Purchase Price for the Disabled Shareholder's Shares being paid by way of sixty equal monthly installments of principal and interest with the initial monthly payment due on the first day of the next ensuing month after the month in which the initial 25% payment of the Purchase Price is paid, and thereafter on the first day of each and every month for the next ensuing fifty-nine consecutive months, and the balance of the Purchase Price will in any event be due and owing on the last mentioned date;

(ii) 25% of the Disabled Shareholder's Shareholder Advances (as of the Date of Incapacity) will be due and payable on the closing date of the purchase and sale of the Disabled Shareholder's Total Investment, and the balance of the Disabled Shareholder's Shareholder Advances shall be paid by way of sixty equal monthly installments of principal and interest with the initial monthly payment due on the first day of the next ensuing month after the month in which the initial 25% of the Shareholder's Advances is paid, and thereafter on the first day of each and every month for the next ensuing fifty- nine months, and the balance of which in any event will be due and owing on the last mentioned date; and

(iii) interest on the purchase of the Disabled Shareholder's Total Investment as stated above will accrue at the Prime Rate plus ½% per annum, and will be calculated and payable monthly, both before and after default and judgment;

(f) The Corporation will have the right to prepay all or a portion of the Disabled Shareholder's Total Investment at any time or from time to time without notice, bonus, or penalty; and

(g) In the event that the Corporation defaults in the payment of any of the monthly installments of the Disabled Shareholder's Total Investment as stated above, and such default has not been cured within thirty days after receipt by the Corporation of written notice requiring it to cure the default of payment, the entire outstanding balance of the Disabled Shareholder's Total Investment plus interest will immediately accelerate and thereupon be due and payable to the Disabled Shareholder.

ARTICLE 15 - DEATH

15.1 For the purposes of this Article, the "death" of an individual Common Shareholder or the Designated Representative of any Corporate Shareholder will be deemed to have occurred when certified by a licensed physician.

15.2 Subject to the provisions hereof, in the event of the death of an individual Common Shareholder or the Designated Representative of any Corporate Shareholder (herein called the "Deceased Shareholder"), the estate of the Deceased Shareholder shall sell all of the Deceased Shareholder's Total Investment to the Corporation.

15.3 The Purchase Price for the Deceased Shareholder's Shares will be calculated as of the date of death of the Deceased Shareholder.

15.4 For the purposes of calculating the value of the Deceased Shareholder's Shares, the provisions of Article 10 will apply.

15.5 So soon as may be practical, and in any event not later than thirty days, following the determination of the Purchase Price, the parties shall undertake the following transactions:

(a) The Corporation shall collect the proceeds of Insurance, if any, as soon as possible and shall hold such proceeds in trust and shall pay and apply such proceeds, or the amount thereof required, by certified cheque or solicitor's trust cheque for the aggregate purchase price for the Shares of the Deceased Shareholder, which shall be delivered to the Deceased Shareholder, or its legal representative, as the case may be, by the Corporation;

(b) The Corporation shall pay such portion of the Shareholders' Advances of the Deceased Shareholder and the interest accrued thereon, if any, to the Deceased Shareholder or its legal representative, as the case may be, to the extent that the proceeds of Insurance on the life of the Deceased Shareholder received by the Corporation exceeded the aggregate Purchase Price paid to the Deceased Shareholder pursuant to subsection 15.5(a);

(c) Any further unpaid balance of the Deceased Shareholder's Total Investments shall be paid by the Corporation to the Deceased Shareholder by way of five equal annual payments with the initial payment due on the date which is six months from the date of death of the Deceased Shareholder and each successive anniversary date thereof on the outstanding balance of the Total Investment outstanding from time to time at the rate of the Prime Rate plus ½% per annum, calculated and compounded monthly; provided, however, the Corporation will be entitled at any time to repay all or any portion of the Total Investment without prior notice, bonus, or penalty;

(d) The Corporation shall pay an amount equal to the excess, if any, between the proceeds of Insurance on the life of the Deceased Shareholder received by the Corporation and the Deceased Shareholder's Total Investment to the Deceased Shareholder's estate for its own use absolutely. This excess Insurance amount will be added to and deemed as additional Total Investment owing to the Deceased Shareholder and shall be paid as part of the payment of the Total Investment as set forth in this Article 15; and

(e) The Corporation shall elect in the form and manner provided in the *Internal Revenue Code (US)* that any dividend resulting from payment of amounts set out in this Article shall be paid out of the Corporation's capital dividend accounts, provided that the Corporation will not be obligated to elect that any amount greater than its capital dividend account be paid out as a capital dividend.

15.6 The purchase of the Total Investment of the Deceased Shareholder by the Corporation shall be closed at the offices of the solicitors for the Corporation in the following manner:

(a) Certified copies of the letters of probate or letters of administration of the estate of the Deceased Shareholder shall be delivered to the Corporation by the legal representative of the estate of the Deceased Shareholder, together with all income tax, succession duty and tax clearances, approvals and releases reasonably required by counsel for the Corporation;

(b) The share certificates representing the Deceased Shareholder's Shares (duly endorsed for transfer) shall be delivered to the Corporation by the Deceased Shareholder's legal representative;

(c) To the extent it is appropriate on closing, confirmation that the Corporation paid the Deceased Shareholder in full for its Shareholders' Advances shall be delivered to the Corporation by the legal representative of the Deceased Shareholder;

(d) Evidence that the Shares of the Deceased Shareholder are free and clear of any mortgage, liens, pledges, encumbrances, third party security interests, and charges (as may be reasonably required by counsel for the

Corporation) shall be delivered to the Corporation by the legal representative of the estate of the Deceased Shareholder; and

(e) Certified cheques or solicitor's trust cheques for the portion of the Total Investment of the Deceased Shareholder owing on the closing shall be delivered to the legal representative of the Deceased Shareholder by the Corporation.

ARTICLE 16 - VOLUNTARY PUT WITHDRAWAL

16.1 Upon no less than ninety days' notice in writing of a date certain (herein called the "Voluntary Withdrawal Date"), any Common Shareholder (herein called the "Withdrawing Shareholder") will be entitled to voluntarily withdraw from the Corporation for any reason on the Voluntary Withdrawal Date. Subject to the Act and section 16.3 herein, the Withdrawing Shareholder shall sell to the Corporation and the Corporation shall purchase the Withdrawing Shareholder's Total Investment.

16.2 Notwithstanding any other term or condition contained herein, the calculation of the Withdrawing Shareholder's Total Investment will be based upon the Purchase Price for the Withdrawing Shareholder's Shares.

16.3 The Corporation will be entitled to pay the Total Investment to the Withdrawing Shareholder by way of five equal annual payments with the initial payment due on the date that is one year following the Voluntary Withdrawal Date and each successive anniversary date thereof until fully paid, with interest at the Prime Rate plus ½% per annum, calculated annually; provided however, the Corporation will be entitled at any time to prepay all or any portion of the Total Investment and any declared but unpaid dividends without prior notice, bonus or penalty.

16.4 The Withdrawing Shareholder's Total Investment will be purchased effective as of the Voluntary Withdrawal Date notwithstanding the deferred payment as set forth in section 16.3 herein. The rights of the Withdrawing Shareholder will be extinguished on the Voluntary Withdrawal Date and the Withdrawing Shareholder will no longer be entitled to any shareholder rights in respect thereof, and the Withdrawing Shareholder or its nominee shall submit its resignation as a Director or officer of the Corporation on the Voluntary Withdrawal Date.

16.5 The Corporation will have the option of continuing to own the life insurance, if any, on the life of any Withdrawing Shareholder until all indebtedness of the Corporation to that Withdrawing Shareholder has been repaid.

ARTICLE 17 - CONDUCT OF BUSINESS AND SUBSIDIARIES

17.1 The Corporation shall not, and the Directors shall not, without a Special Resolution having been passed by the Common Shareholders, vote in favor of or otherwise permit or authorize the Corporation to:

(a) take or institute any proceedings for the winding-up, reorganization or dissolution of the Corporation;

(b) make any distribution of monies or assets of the Corporation outside of the ordinary course of business of the Corporation;

(c) make an assignment for the benefit of the creditors of the Corporation generally;

(d) amalgamate, consolidate or merge or enter into any agreement to amalgamate, consolidate or merge the Corporation with any corporation, limited liability company, partnership, joint venture or firm or subscribe for or enter into any agreement to subscribe for securities in another corporation, limited liability company, partnership, joint venture, or firm;

(e) increase or decrease the authorized share capital of the Corporation or alter the capital structure of the Corporation in any way;

(f) incorporate or dispose of any subsidiary or Affiliate, whether wholly or partially owned by the Corporation;

(g) purchase, redeem or otherwise acquire any Shares, other than in accordance with this Agreement;

(h) grant to any Person financial assistance of the kind contemplated by Section 42 of the Business Corporations Act (Alberta), RSA 2000, c B-9;

(i) be continued under the laws of another jurisdiction other than the laws of the State of Delaware;

(j) amend the Certificate or Bylaws other than as required by this Agreement;

(k) allow any Common Shares or securities of the Corporation to be qualified for distribution to the public or listed for trading on a securities exchange;

(l) adopt any shareholder agreement;

(m) change the fiscal year-end of the Corporation; or

(n) amend the number of members which constitutes the Board.

17.2 The Corporation shall not, and the Directors shall not, without the prior written consent of the Common Shareholders having been obtained by way of a Majority Resolution, vote in favor of or otherwise permit or authorize the Corporation to:

(a) make in any fiscal year of the Corporation capital expenditures or leasing commitments which, individually or in the aggregate, exceed $50,000;

(b) sell, lease, exchange or otherwise dispose of any of the property of the Corporation outside of the ordinary course of business of the Corporation;

(c) make any major change of policy concerning the affairs of the Corporation, marketing of any new or additional products or services, or the abandonment of existing products or services;

(d) engage in any business or activity other than the Business;

(e) allot or issue any additional Common Shares or grant any option, warrant, right or privilege which is capable of becoming an agreement for the purchase, subscription, allotment, issuance or other acquisition of any unissued shares or securities of the Corporation;

(f) make any material amendment, modification, variation or change in any agreement, arrangement or contract between the Corporation and any Common or Preferred Shareholders;

(g) incur any debt, long term or otherwise, other than in the ordinary course of business;

(h) lend any monies to or make any investments (whether by way of cash or non-cash consideration or a combination thereof) in any Person outside of the ordinary course of business of the Corporation;

(i) give security for, guarantee or otherwise become liable for the debts or obligations of any Person, other than to or from an Affiliate or Subsidiary, or as required for the extension of trade credit or reasonable employee advances in the ordinary course of business of the Corporation;

(j) employ or terminate the employment of any corporate officers;

(k) pledge or place in trust or escrow or enter into any similar agreement or arrangement relating to the deposit of any source code, with or to any third party including, without limiting the generality of the foregoing, any customer;

(l) enter into any contract, agreement, or other arrangement relating to any sale, purchase order, development commitment or any similar agreement or arrangement where the value of which exceeds $50,000;

(m) modify, amend, alter or change any of the benefit plans to which the Corporation is a party or in which the Corporation is a participant;

(n) implement an employee stock purchase plan or enter into or implement any similar plan or other arrangement;

(o) enter into a contract, agreement or similar arrangement relating to the salaries, remuneration, benefits or other compensation offered or paid to executive level employees, officers or directors of the Corporation or modify, amend, alter or change the levels or amount of any salaries, remuneration, benefits or other compensation currently paid to any executive level employees, officers or directors of the Corporation; or

(p) enter into any contract, agreement or similar arrangement that grants to any third party the rights to any of the Corporation's intellectual property.

17.3 If any Affiliate or subsidiary of the Corporation acquires assets which, in the reasonable opinion of the Board, are significant or material, then the Board shall, with a view to extending the substance and effect of this Agreement to such subsidiary or Affiliate, forthwith cause the Corporation and such subsidiary or Affiliate to execute a unanimous shareholder agreement or shareholder agreement in a form acceptable to the Board.

ARTICLE 18 – PREFERRED SHAREHOLDERS' RESTRICTIONS, RIGHTS AND OBLIGATIONS

18.1 All individuals, corporations or other entities acquiring Preferred Shares will be required, as a condition of acquiring such shares, to agree to be bound by the restrictions, rights and obligations outlined in paragraph 18.2, below or such other restrictions, rights and obligations as the Common Shareholders may determine from time to time by Special Resolution. Such acknowledgments shall be executed and delivered to the Corporation by each individual, corporation or other entity subscribing for Preferred Shares, as a prerequisite to the issuance of such Preferred Shares.

18.2 The restrictions, rights and obligations of the holders of any class of Preferred Shares are as follows:

(a) Class "D" Preferred Shares:

(i) No sale of any Class "D" Preferred Shares will be permissible at a Purchase Price less than the Purchase Price for which those Preferred Shares were subscribed, and such restriction will apply to each successive purchaser of such shares;

(ii) Any successive purchaser of Class "D" Preferred Shares will be bound to execute an acknowledgment, prior to transfer of such shares;

(iii) The holders of Class "D" Preferred Shares may attend the Foundation Annual General Meeting and will be entitled to nominate and vote for a slate of candidates for the Foundation Board of Directors, to be presented to the Shareholders of the Foundation for final appointment. Except as set out above, the holders of Class "D" Preferred Shares will have no other voting rights;

(iv) Class "D" Preferred Shares will be entitled to a dividend of 5% per annum payable within 90 days of the conclusion of each fiscal year of the Corporation, subject to the discretion of the Board as contemplated in Article 23 hereof;

(b) Class “E” Preferred Shares:

(i) No sale of any Class “E” Preferred Shares will be permissible at a Purchase Price less than the Purchase Price for which those Preferred Shares were subscribed, and such restriction will apply to each successive purchaser of such shares;

(ii) Any successive purchaser of Class “E” Preferred Shares will be bound to execute an acknowledgment, prior to transfer of such shares;

(iii) The holders of Class “E” Preferred Shares may attend the Foundation Annual General Meeting and will be entitled to nominate and vote for a slate of candidates for the Foundation Board of Directors, to be presented to the Shareholders of the Foundation for final appointment. Except as set out above, the holders of Class “E” Preferred Shares will have no other voting rights;

(iv) Class “E” Preferred Shares will be entitled to a dividend of 3% per annum payable within 90 days of the conclusion of each fiscal year of the Corporation, subject to the discretion of the Board as contemplated in Article 23 hereof;

(c) Class “F” Preferred Shares:

(i) No sale of any Class “F” Preferred Shares will be permissible at a Purchase Price less than the Purchase Price for which those Preferred Shares were subscribed, and such restriction will apply to each successive purchaser of such shares;

(ii) Any successive purchaser of Class “F” Preferred Shares will be bound to execute an acknowledgment, prior to transfer of such shares;

(iii) The holders of Class “F” Preferred Shares may attend the Foundation Annual General Meeting but will have no voting rights;

(iv) Class “F” Preferred Shares will bear a dividend of 5% per annum payable within 90 days of the conclusion of each fiscal year of the Corporation, subject to the discretion of the Board as contemplated in Article 23 hereof;

ARTICLE 19 - UNANIMOUS SHAREHOLDER AGREEMENT

19.1 This Agreement is deemed to be a stockholder agreement subject to Section 218(c) of the Act.

ARTICLE 20 - INDEMNIFICATION

20.1 Subject to the provisions contained in the Act, the Corporation shall indemnify a Director or officer, a former Director or officer, or a person who acts or acted at the request of the Corporation as a Director or officer of a body corporate which the Corporation is or was a Shareholder or creditor (or a person undertakes or has undertaken any liability on behalf of any of the Corporation or any such body corporate) and its heirs and legal representatives, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by it in respect of any civil, criminal, or administrative action or proceeding to which it is made a party by reason of being or having been a Director or officer of the Corporation (or having undertaken any such liability on behalf of the Corporation or any such body corporate) if:

(a) it acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, it had reasonable grounds for believing that its conduct was lawful.

ARTICLE 21 - RESTRICTIONS & ACKNOWLEDGEMENT

21.1 Where applicable, the Corporation will not be obligated to purchase Common Shares pursuant to the terms of this Agreement if such purchase would constitute a violation of any law or regulation of any governmental authority having jurisdiction over the Corporation, or the Common Shares, or if such purchase would have the effect of rendering the Corporation insolvent.

ARTICLE 22 - ARBITRATION

22.1 If there is a dispute between the parties on any matter not specifically covered by this Agreement, such dispute or matter and any other dispute concerning the interpretation, meaning or application of the provisions of this Agreement shall be submitted to and settled by binding arbitration. The arbitration shall be conducted by a single arbitrator if the parties agree upon one, otherwise by a single arbitrator appointed by a Judge of the Court of Queen's Bench of Alberta upon the application of any Shareholder. The award of the arbitrator shall be final and binding upon all of the parties and there shall be no appeal therefrom. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act of Alberta*, R.S.A. 2000, c. A-43, as amended from time to time.

ARTICLE 23 - PAYMENTS TO SHAREHOLDERS

23.1 Within ninety days of the conclusion of each fiscal year of the Corporation, the Directors shall make a determination of the funds to be paid out to the Shareholders with respect to the fiscal year then ended. Such determination shall be based upon the financial statements of the Corporation for the fiscal year ended and upon the operating and capital budgets for the following fiscal year.

23.2 Net profits of the Corporation determined in accordance with Generally Accepted Accounting Principles will be allocated in the following order of priority:

(a) Maintenance of working capital at a level sufficient to meet the budget requirements of the Corporation for the ensuing fiscal year;

(b) Payment of bonuses to the management and employees of the Corporation as may be determined from time to time by the Board, or otherwise as contained in any oral or written management or employment contracts with such individuals;

(c) Payment of any Excess Contribution Amount to any Common Shareholder who has contributed the same to the Corporation over time;

(d) Payment of dividends on the issued and outstanding Common Shares of the capital stock of the Corporation in accordance with the Certificate and as may be determined from time to time by the Board;

(e) Payment of amounts on the issued and outstanding Preferred Shares in accordance with Article 18; and

(f) Such other purposes as may be determined from time to time by the Board.

23.3 Notwithstanding any other provision of this Agreement, in the event the Board determines that it is not in the best interests of the Corporation to declare dividends to any one or more classes of the Common or Preferred Shares, no such dividends will be payable in that fiscal year, nor will the dividend which is not so paid be cumulative such that the holder of such shares is entitled to recoup the dividend in subsequent years.

ARTICLE 24 - RESTRICTIONS ON SHAREHOLDERS

24.1 For and during the term of this Agreement and unless authorized otherwise by the Board, the Shareholders and the Designated Representatives of the Corporate Shareholders, shall devote their best efforts in promoting the success of the Corporation and shall maintain the Corporation as a profitable enterprise to the best of their ability. However, notwithstanding the foregoing, the Shareholders acknowledge and agree that they are entitled to engage in other business ventures similar to the business of the Corporation provided always that such other similar business ventures are either: (i) not in direct competition with any business venture or project of the Corporation, or (ii) authorized by the Board.

ARTICLE 25 - TERMINATION

25.1 This Agreement will terminate upon the execution by all Common Shareholders of an agreement of termination.

ARTICLE 26 - TIME OF THE ESSENCE

26.1 Time shall be of the essence herein.

ARTICLE 27 - NOTICE

27.1 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another must be given in writing and either served personally or sent by prepaid registered mail, and in the latter case will be deemed to have been given three days following the date upon which it was mailed. The address for each party or parties to be used for the purpose of delivery or mailing, will be the last known address of the party or parties as reflected in the minute book of the Corporation.

Any party may from time to time notify the other parties hereto in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, will be the address of such party for all purposes of this Agreement. In the event of actual or threatened postal interruption, notice shall be made by delivery, faxing or e-mail. Receipt of a courtesy copy of any notice or other communication will not be a condition to the effectiveness thereof.

ARTICLE 28 - AMENDMENTS

28.1 This Agreement may be amended by instrument in writing executed by all of the parties.

ARTICLE 29 - ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire agreement between the parties with respect to all matters herein and supersedes any prior agreements in this regard whether written or verbal. Execution hereof by the parties has not been induced by, nor have any of the parties relied upon, nor do they regard as material any representations which have not been incorporated in this Agreement.

ARTICLE 30 - MISCELLANEOUS

30.1 Whenever the singular is used it shall be deemed to extend to and enure and include the plural and when one gender is used, whether masculine, feminine or neuter, it shall include all genders, as the context may require.

30.2 This Agreement shall be governed by the laws of the State of Delaware.

30.3 The recitals and schedules are incorporated herein and form an integral part of this Agreement.

30.4 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

30.5 The words “herein”, “hereof”, “hereinbefore”, “hereinafter”, and “hereto” wherever used in any Article, section, subsection or paragraph in this Agreement, relates to the whole Agreement and not to that Article, section, subsection or paragraph only.

30.6 This Agreement may be executed and delivered by email or facsimile transmission in any number of counterparts, including PDF format, with the same effect as if the parties hereto all signed the same document. All counterparts shall be construed together and shall constitute one instrument.

30.7 Each party who executes this Agreement or a counterpart of this Agreement shall, regardless of the date of such execution, be bound by and subject to all of its provisions, and such execution shall in no way affect or impair its rights or obligations or those conferred or imposed on any other Shareholder whose date of execution was prior in time.

30.8 The parties agree to execute such further documents and assurances as counsel may deem necessary to give full effect to the true intent and meaning of this Agreement.

30.9 The invalidity of any particular provision in this Agreement shall not affect any other provision, but this Agreement shall be construed as if the invalid provision were omitted.

30.10 The failure of any party to exercise any right, power or option given to it in this Agreement, or to insist upon the strict compliance with any of its terms or conditions, shall not constitute a waiver of any provision of this Agreement with respect to any other or subsequent breaches.

30.11 This Agreement may be executed in two or more separate counterparts, electronic or otherwise, each of which when so executed and delivered shall be deemed for all purposes an original, but all such counterparts shall constitute but one and the same instrument.

ARTICLE 31 - ENUREMENT

31.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have properly executed this Agreement as of the Effective Date.

LATIMER FAMILY TRUST 2015

Per: _____

SHARON LATIMER, Trustee of the Latimer Family Trust 2015

_____ _____

Witness **JOLENE LATIMER**

_____ _____

Witness **DIANA MARIA MACHADO**

AFFIDAVIT OF EXECUTION

I, _____ , of _____ , Alberta

(Name of Witness) (City / Town)

SWEAR / AFFIRM AND SAY THAT:

I was personally present and did see _____ JOLENE LATIMER
(Name)

named in the within document,

☐ who is personally known to me to be the person named therein

OR

☐ who identified herself to me by means of photographic identification duly sign and execute the same for the purposes named therein

The document was executed at Edmonton, Alberta, and I am the subscribing witness thereto.

Sworn / Affirmed before me
on _____ , 2021
at _____ , Alberta.

_____
Commissioner for Oaths in and for the
Province of Alberta, Justice of the Peace or Notary
Public

_____
(Signature of witness)

ID Verified

AFFIDAVIT OF EXECUTION

I, _____ , of _____ , Alberta

(Name of Witness) (City / Town)

SWEAR / AFFIRM AND SAY THAT:

I was personally present and did see _____ DIANA MARIA MACHADO
(Name)

named in the within document,

☐ who is personally known to me to be the person named therein

OR

☐ who identified herself to me by means of photographic identification duly sign and execute the same for the purposes named therein

The document was executed at Edmonton, Alberta, and I am the subscribing witness thereto.

Sworn / Affirmed before me
on _____ , 2021
at _____ , Alberta.

Commissioner for Oaths in and for the
Province of Alberta, Justice of the Peace or Notary
Public

_____
(Signature of witness)

ID Verified

Exhibit 6.1

Broker-Dealer Engagement Agreement – Reg A+ Tier 2

This agreement (together with exhibits and schedules, the "Agreement") is entered into by and between Lady Loans Inc. ("Client"), a Delaware corporation, and Rialto Markets LLC., a Delaware Limited Liability Company ("Rialto") and FINRA registered Broker Dealer in all 50 states and Puerto Rico. Client and Rialto agree to be bound by the terms of this Agreement, effective as of November 10, 2021 (the "Effective Date"):

Whereas, Rialto is a registered broker-dealer providing services in the equity and debt securities market, including offerings conducted via SEC approved exemptions such as Reg D 506(b), 506(c), Regulation A+, Reg CF and others;

Whereas, Client is offering securities directly to the public in an offering exempt from registration under Regulation A Tier 2 (the "Offering") for **$25,000,000**; and

Now, Therefore, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Appointment, Term, and Termination

Client hereby engages and retains Rialto to provide operations and compliance services as listed:

a. Act as the Broker of Record for 1A (SEC), 5110 (FINRA) and Blue-Sky (States & Territories) filings'
b. Provide introductions and coordination with engaging additional parties and service providers
c. assist with use of an "Issuer Reg A Raise" website where potential and current investors begin the process of onboarding/ investing by entering their interest, required personal information and review and sign all offering related documentation;
d. performing AML/KYC on all investors;
e. coordination with Registered Transfer Agent of the Company;
f. coordination with the escrow agent of the Company for funds raised;
g. coordination with the Company's legal partners; and
h. providing other financial advisory services normal and customary for similar transactions and as may be mutually agreed upon by Rialto Markets LLC and the Company (collectively, the "Services").
i. Investment Applicant Services (see Schedule B for associated fees)
j. "Payment Rails" for the use of providing investors with the ability to invest in the offering using credit cards and/or ACH.

The Agreement will commence on the Effective Date and will remain in effect for a period of twelve (12) months and will renew automatically for successive renewal terms of twelve (12) months each unless any party provides notice to the other party of non-renewal at least sixty (60) days prior to the expiration of the current term. If Client defaults in performing the obligations under this Agreement, the Agreement may be terminated (i) upon sixty (60) days written notice if Client fails to perform or observe any material term, covenant or condition to be performed or observed by it under this Agreement and such failure continues to be unremedied, (ii) upon written notice, if any material representation or warranty made by either Provider or Client proves to be incorrect at any time in any material respect, (iii) in order to comply with a Legal Requirement, if compliance cannot be timely achieved using commercially reasonable efforts, after providing as much notice as practicable, or (iv) upon thirty (30) days' written notice if Client or Rialto commences a voluntary proceeding seeking liquidation, reorganization or other relief, or is adjudged bankrupt or insolvent or has entered against it a final and unappealable order for relief, under any bankruptcy, insolvency or other similar law, or either party executes and delivers a general assignment for the benefit of its creditors. The description in this section of specific remedies will not exclude the availability of any other remedies. Any delay or failure by Client to exercise any right, power, remedy or privilege will not be construed to be a waiver of such right, power, remedy or privilege or to limit the exercise of such right, power, remedy or privilege. No single, partial or other exercise of any such right, power, remedy or privilege will preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege. All terms of the Agreement, which should reasonably survive termination, shall

so survive, including, without limitation, limitations of liability and indemnities, and the obligation to pay Fees relating to Services provided prior to termination.

November 2021

Fees for early termination of the offering by the Client post the issuance of the FINRA No Objection Letter will be the greater of $30,000 or the percentage owed to Rialto as agreed to within this agreement. As Rialto does not charge any fees up front, this early termination fee is to cover costs associated with the services and work performed by Rialto up to the point of early termination and any regulatory type requirements after.

The Client has a right of "termination for cause" which includes the material failure of Rialto Markets to provide the services outlined in this agreement. A Client's exercise of its right of "termination for cause" eliminates any obligations with respect to the payment of any termination fee or provision of any right of first refusal. The Client shall not be responsible for paying the termination fee unless an offering or other type of transaction (as set forth in this agreement) is consummated within two years of the date of the engagement is terminated by the Client.

2. Services. Rialto will perform the services listed above in section 1, in connection with the Offering (the "Services"). Unless otherwise agreed to in writing by the parties.

3. **Compensation.** As compensation for the Services, Client shall pay to Rialto fees equal to 2% for Broker of Record services listed as a-i in section 1 above on the aggregate amount raised by the Client. This will only start after FINRA Corporate Finance issues a No Objection Letter for the offering. Client authorizes Rialto to deduct the fee directly from the Client's third-party escrow or payment account. At 2%, the Maximum compensation is $500,000.

As compensation for Investor Outreach Services, where Rialto will introduce the offering to its network of Institutional and Accredited types of investors, Client will pay Rialto 8% of the successful amount raised only through Rialto's direct introductions/ and introductory efforts. Although the offering is for $25,000,000, Rialto does not estimate raising more than $5,000,000 of the $25M through Investor Outreach, so is setting a maximum commission of $400,000.

There are no expected out of pocket due diligence expenses.

Including the FINRA Filing Fee (5110) explained in Section 4 below, the Maximum Expenses are $4,250 for FINRA and the Maximum Compensation is $900,000 ($500,000 for 2% of Success and $400,000 for 8% of Investor Outreach).

4. Regulatory Compliance

Client and all its third-party providers shall at all times (i) comply with direct requests of Rialto; (ii) maintain all required registrations and licenses, including foreign qualification, if necessary; and (iii) pay all related fees and expenses (including the FINRA Corporate Filing Fee), in each case that are necessary or appropriate to perform their respective obligations under this Agreement. Client shall comply with and adhere to all Rialto policies and procedures.

November 2021

FINRA Corporate Filing Fee for this $25,000,000 best-efforts offering is $4,250 and will be a pass-through fee payable to Rialto, from the Client, who will then forward it to FINRA as payment for the filing. This fee is due and payable prior to any submission by Rialto to FINRA. The FINRA Fee is .00015 of total offering amount + $500.

Client and Rialto will have the shared responsibility for the review of all documentation related to the Transaction but the ultimate discretion about accepting a client will be the sole decision of the Client. Each Investor will be considered to be that of the Client's and NOT Rialto.

Client and Rialto will each be responsible for supervising the activities and training of their respective sales employees, as well as all of their other respective employees in the performance of functions specifically allocated to them pursuant to the terms of this Agreement.

Client and Rialto agree to promptly notify the other concerning any material communications from or with any Governmental Authority or Self-Regulatory Organization with respect to this Agreement or the performance of its obligations, unless such notification is expressly prohibited by the applicable Governmental Authority.

5. **Role of Rialto.** Client acknowledges and agrees that Client will rely on Client's own judgment in using Rialto' Services. Rialto (i) makes no representations with respect to the quality of any investment opportunity or of any issuer; (ii) does not guarantee the performance to and of any Investor; (iii) will make commercially reasonable efforts to perform the Services in accordance with its specifications; (iv) does not guarantee the performance of any party or facility which provides connectivity to Rialto; and (v) is not an investment adviser, does not provide investment advice and does not recommend securities transactions and any display of data or other information about an investment opportunity, does not constitute a recommendation as to the appropriateness, suitability, legality, validity or profitability of any transaction. Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship of any kind.

With respect to the use of Merchant Services as provided by First Data via agreements reached between Rialto and First Data, the Company will be responsible for all charges

Client acknowledges and agrees that Rialto was not made aware of any, nor was Rialto part of the production or distribution or use of any "Testing The Waters" materials.

6. Indemnification and Legal

Company covenants and agrees that it will not process any corporate action or engage in any asset servicing for a period of 90 days after the closing of a Financing.

As part of this Agreement, indemnification provisions between the parties are set out in Schedule A and form part of this Agreement.

Each provision of this Agreement is several and is not affected if another provision of this Agreement is found to be invalid or unenforceable or to contravene applicable law or regulations. This Agreement is not intended to and does not confer any rights upon any shareholder of the Company or, except as expressly provided herein, any other person. The provisions of this letter agreement shall be binding upon the Company and its successors and assigns.

Nothing herein is intended to create or shall be construed as creating a fiduciary relationship between the Company and Rialto Markets LLC. No term or provision of this agreement may be amended, discharged or modified in any respect except in writing signed by the parties hereto. This Agreement sets out the entire agreement between us.

November 2021

This Agreement will be construed in accordance with the laws of the State of New York. Any dispute, controversy or claim directly or indirectly relating to or arising out of this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The costs and expenses (including reasonable attorney's fees of the prevailing party) shall be borne and paid by the party that the arbitrator, or arbitrators, determines is the non-prevailing party. The Company agrees and consents to personal jurisdiction, service of

process and venue in any federal or state court within the State of New York in connection with any action brought to enforce an award in arbitration and in connection with any action to compel arbitration.

Each of Rialto Markets LLC and the Company on its own behalf and, to the extent permitted by applicable law, on behalf of its shareholders waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the engagement of Rialto Markets LLC pursuant to, or the performance by Rialto Markets LLC of the services contemplated by this agreement.

Pursuant to the requirements of the USA Patriot Act (the "Act") and other applicable laws, rules and regulations, Rialto Markets LLC is required to obtain, verify and record information that identifies the Company, which information includes the name and address of the Company and other information that will allow Rialto Markets LLC to identify the Company in accordance with the Act and such other laws, rules and regulations.

7. Confidentiality

"Confidential Information" means any information disclosed to a receiving party by the disclosing party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation announced and unannounced products, disclosed and undisclosed business plans and strategies, financial data and analysis, customer names and lists, customer data, funding sources and strategies, and strategies involving strategic business combinations which are conspicuously labeled and/or marked as being confidential or otherwise proprietary to the disclosing party. The receiving party agrees not to disclose any Confidential Information to third parties or to employees of the receiving party, except to its officers, directors, employees, partners, and advisors (including, but not limited to legal counsel, consultants, accountants and financial advisors). Those that receive the Confidential Information, collectively, "Representatives", are required to have the Confidential Information in order to evaluate or engage in discussions concerning the opportunity. The Company will only release the Confidential Information to Representatives after first apprising such Representatives of their obligation to treat such disclosed information as Confidential Information of the disclosing party.

The Company acknowledges that upon closing of the Financing, Rialto Markets LLC may, at its own expense, place an announcement in such newspapers, periodicals and other media, as it may choose, stating that Rialto Markets LLC has acted as the financial advisor to the Company, and provided the trading platform for the securities issued by the Company, in connection with such Financing. Any other text included in such announcement is subject to the prior written approval of the Company. The Company agrees to state, in any press release issued in connection with the Financing that Rialto Markets LLC and its Representatives have acted as the issuance advisor to the Company.

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Should the Company wish to proceed, please confirm acceptance of the terms of this Agreement by signing and returning one copy to me.

8. Miscellaneous

ANY DISPUTE OR CONTROVERSY BETWEEN THE CLIENT AND PROVIDER RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL BE SETTLED BY ARBITRATION BEFORE AND UNDER THE RULES OF THE ARBITRATION COMMITIEE OF FINRA.

This Agreement is non-exclusive and shall not be construed to prevent either party from engaging in any other business activities

This Agreement will be binding upon all successors, assigns or transferees of Client. No assignment of this Agreement by either party will be valid unless the other party consents to such an assignment in writing. Either party may freely assign this Agreement to any person or entity that acquires all or substantially all of its business or assets. Any assignment by the either party to any subsidiary that it may create or to a company affiliated with or controlled directly or indirectly by it will be deemed valid and enforceable in the absence of any consent from the other party.

Neither party will, without prior written approval of the other party, place or agree to place any advertisement in any website, newspaper, publication, periodical or any other media or communicate with the public in any manner whatsoever if such advertisement or communication in any manner makes reference to the other party, to any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control, with the other party and to the clearing arrangements and/ or any of the Services embodied in this Agreement. Client and Rialto will work together to authorize and approve co-branded notifications and client facing communication materials regarding the representations in this Agreement. Notwithstanding any provisions to the contrary within, Client agrees that Rialto may make reference in marketing or other materials to any transactions completed during the term of this Agreement, provided no personal data or Confidential Information is disclosed in such materials.

THE CONSTRUCTION AND EFFECT OF EVERY PROVISION OF THIS AGREEMENT, THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND ANY QUESTIONS ARISING OUT OF THE AGREEMENT, WILL BE SUBJECT TO THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party

If any provision or condition of this Agreement will be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, the validity of the remaining provisions and conditions will not be affected and this Agreement will be carried out as if any such invalid or unenforceable provision or condition were not included in the Agreement.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement relating to the subject matter herein. The Agreement may not be modified or amended except by written agreement.

This Agreement may be executed in multiple counterparts and by facsimile or electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

November 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company:	Lady Loans Inc.	Rialto Markets LLC
Signature:	/s/ Diana Machado	/s/ Joel Steinmetz
Print Name:	Diana Machado	Joel Steinmetz
Title:	CEO	COO
Date:	11/10/21	11/15/21

November 2021

Schedule B – Investment Applicant Service Levels (j. on page 1)

- Silver: 1% of funds raised
  - 50 states
  - AML / KYC processing

        - Subscription agreement review
        - Exceptions handled by Issuer
        - Proactive outreach handled by Issuer
    - Marketing Material review

- Gold: 2% of funds raised (Silver level PLUS)
    - Direct exception handling, for example:
        - Payment issues
        - Application issues
        - KYC exceptions
        - Chatty Investor dialogue
        - Proactive outreach handled by Issuer

- Platinum: 3% of funds raised (Gold level PLUS)
    - Proactive investor applicant outreach:
        - Follow-up contact with investors who place incomplete applications
        - Follow-up contact with those applicants who expressed interest but did not complete the application
    - Escrow management:
        - Reconciliation of all payments in and out of the escrow account

November 2021

Schedule C – Compensation and Fee Chart

Offering Amount: $25,000,000

Lady Loans Inc.
Fees Due Upon Execution of Agreement

DESCRIPTION	AMOUNT	PAYABLE UPON
Known Reimbursable Expenses and Professional Fees (unused funds to be returned to Company, includes FINRA - 5110 Filing fees)	$4,250 (FINRA 5110 fee = $500 + .00015 of $ offering)	Submission of the 1-A with the SEC

Fees Due Upon Success of Reg A+ Offering

DESCRIPTION	AMOUNT	PAYABLE UPON
Broker of Record/Compliance & Administrative Services Fees *(For services provided as listed in a. through j. on page 1 of this agreement). This counts as Compensation.*	2% of funds raised *-PLATINUM PLAN (Schedule B) for $500,000*	Success of Financing
Investor Outreach *(Introduction to Institutional and Accredited type investors). This counts as Compensation.*	8% of $5,000,000 (not full $15M) for a maximum of $400,000	Success of Financing

TOTAL MAXIMUM COMPENSATION: $900,000
TOTAL MAXIMUM EXPENSES: $4,250

November 2021

Exhibit 6.2

THIS AGREEMENT made effective as of the day of _____,2020

BETWEEN:

_LADY LOANS LTD.
(hereinafter referred to as the "Corporation")

OF THE FIRST PART

- and-

CASHCO FINANCIAL INC.
(hereinafter referred to as "Cashco")

OF THE SECOND PART

MANAGEMENT SERVICES AGREEMENT

WHEREAS:

A. Cashco is in the business of providing management services, including provision of software, accounting services, management consulting services and other services associated therewith (the "Services").

B. The Corporation is interested in engaging Cashco as a consultant to assist the Corporation with its business and compensating Cashco in a manner that reflects the expanding business of the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto mutually covenant and agree each with the other as follows:

ARTICLE 1- CONSULTING SERVICES

1.1 The Corporation hereby engages and appoints Cashco as a consultant to assist the Corporation with its business affairs, and Cashco agrees to provide consulting services subject to and in accordance with the terms, conditions and provisions of this Agreement.

1.2 The nature of the relationship between the Corporation and Cashco is an independent contractor relationship. Nothing in this Agreement creates an agency, partnership, or employer and employee relationship between the Corporation and Cashco. Cashco has no authority to bind the Corporation to any obligation except as provided for in this Agreement or otherwise authorized.

1.3 The relationship between the Corporation and Cashco is not an exclusive relationship, and the Corporation acknowledges the right of Cashco, its directors, officers, and employees to provide consulting services to other organizations, even organizations that may compete with the Corporation.

ARTICLE 2 - DUTIES AND POWERS

Cashco shall provide the following services:

2.1 to act in an advisory capacity providing the Corporation and its directors with advice and direction with respect to its business and assets, the development of appropriate policies concerning its business affairs, software, financial and accounting requirements, and ongoing business advice and recommendations respecting the business and assets of the Corporation;

2.2 to provide such services as requested and authorized by the Corporation, which may include the following:

(a) to provide or arrange for technical expertise;

(b) to assist with project consulting;

(c) to develop programs and systems that may be needed for the Corporation's operations;

(d) to provide guidance in respect to finance and accounting matters;

(e) to advise on contract negotiation and consulting;

(t) to provide such administrative services as may be requested and agreed; and

(g) to assist in establishment of the Lady Loans Foundation.

2.3 In performing any services, Cashco shall ensure that it complies with all statutes, ordinances, laws, regulations, rules, orders, bylaws and requirements of any federal, provincial, or municipal government.

2.4 All services herein required to be provided by Cashco to and for and on behalf of the Corporation shall at all times be subject to the reasonable and lawful direction and decisions of the directors of the Corporation.

ARTICLE 3 - QUALITY OF CONSULTING SERVICES

3.1 Cashco shall carry out its duties and perform its consulting services in a diligent manner and in accordance with reasonable and prudent practices. Cashco shall not do anything which could in any way materially harm the reputation or business of the Corporation. Cashco shall not disclose the private affairs of the Corporation or any secret of the Corporation to any person other than the Corporation's directors and senior management, or as they may direct, and Cashco shall not use for its own purposes or for any other purposes other than those of the Corporation, any information Cashco may acquire with respect to the affairs of the Corporation.

ARTICLE 4 - COMPENSATION AND GST

4.1 The Corporation is establishing a business pursuant to which it will provide support by way of financial assistance and loans to women who are otherwise without recourse to such financial support of such nature.

4.2 The parties acknowledge that the Corporation's business plan contemplates creation of "Sisterhood Communities" of the Corporation's loan customers, pursuant to which a "Lady Loans Village" will be occupied by some 400 women residing in 40 groups in four Sisterhood Communities each with $1 million in loans. In order to facilitate this business plan, Cashco has agreed to accept and the Corporation has agreed to pay $5,000 per month for the Services until the Corporation has achieved five Lady Loans Villages, and thereafter the fee for the Services shall increase by $1,000 per month for each Lady Loans Village added thereafter.

4.3 The Corporation and Cashco acknowledge that the following items are directly related to project contracts, are an expense of the Corporation, and are not items included in the consulting fee referred to in Section 4.2 herein: all costs associated with project related direct and indirect resources, materials, equipment, labour, third party services or supplies dedicated to and required for the performance of the Corporation's business.

4.4 During the term of this Agreement, the Corporation shall also pay to Cashco all amounts properly payable by it as goods and services tax on the fees under Section 4.2 and on any other amounts properly payable to Cashco hereunder for goods and services provided by Cashco. Amounts payable by the Corporation as goods and services tax shall be calculated in accordance with applicable legislation and shall be paid at the same time as the amounts to which such tax applies and are payable to Cashco hereunder.

ARTICLE 5 - SCOPE OF SERVICES AND MEETINGS

5.1 Cashco hereby agrees to provide the benefit of its experience and knowledge of the business of the Corporation on any and all matters relating to the business carried on by it upon the request of the board of directors of the Corporation and Cashco further covenants and agrees to obey and carry out all reasonable and lawful orders and directives given to it by the board of directors of the Corporation insofar as they relate to the business conducted by the Corporation.

5.2 Cashco shall meet with and report to the directors of the Corporation quarterly, or more often as may be requested by the Corporation or Cashco. Cashco shall keep accurate, written minutes of such meetings, all actions taken, directions issued or consents given by the Corporation, and shall deliver a copy thereof to the Corporation.

ARTICLE 6 - FINANCIAL RESPONSIBILITY

6.1 Save and except for such credit facilities that Cashco agrees to make available to the Corporation for its working capital requirements, Cashco shall not be required to advance any of its own money for the care, management, administration or business activities of the Corporation.

6.2 Notwithstanding paragraph 6.1, Cashco has agreed to advance to the Corporation the sum of $500,000, which sum shall be repayable upon demand and shall be secured by a first charge general security agreement attaching to all present and after acquired personal property of the Corporation (the “Loan”). The Loan shall bear interest at the rate of 12% per annum, payable monthly in arrears. Principal shall be payable upon demand.

6.3 The accounts of all third-party professional accountants, auditors, advisors and consultants properly retained by Cashco for and on behalf of the Corporation, shall be paid promptly by the Corporation.

ARTICLE 7 - TERM

7.1 This Agreement shall take effect on the date hereof and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein.

ARTICLE 8 - TERMINATION

8.1 This Agreement shall terminate upon the occurrence of any of the following events and as of the respective effective date hereinafter set forth:

(a) as of the effective date set forth in any acknowledgment in writing of the parties confirming termination of this Agreement;

(b) at the option of Cashco as of the date of any dissolution, bankruptcy or receivership of the Corporation;

(c) effective as of the date set forth in any notice given by one party to the other party in the event that the other party is in material default of any of its obligations hereunder and such default is not cured or remedied within 30 days of notice of such default by the non- defaulting party.

8.2 Upon termination of this Agreement, the Corporation will continue to be responsible for and shall pay to Cashco, any sums of money owing to Cashco pursuant to this Agreement for services provided by Cashco prior to the effective date of termination of this Agreement.

8.3 Upon the termination of this Agreement, Cashco shall promptly deliver to the Corporation all records and documents in its possession or under its control and which relate to the Corporation, its business or assets.

ARTICLE 9 - LITIGATION

9.1 Cashco shall cooperate, at the expense of the Corporation, with the Corporation both during this Agreement and thereafter, in the bringing or defending of any action or claim of any nature whatsoever in respect of which the Corporation is a party or to which the Corporation has an interest and which arises in any manner whatsoever, directly, in connection with the provision of the consulting services hereunder.

ARTICLE 10 - NO ASSIGNMENT

10.1 This Agreement may not be assigned by either party without the consent in writing of the other party.

ARTICLE 11- INDEMNITY

11.1 The Corporation hereby indemnifies and saves harmless Cashco from and against any and all acts, claims, suits, demands, losses or expenses incurred in the course of its services hereunder, provided that this indemnity shall not extend to indemnify Cashco for:

(a) gross negligence by Cashco or its employees or agents;

(b) Cashco willingly or knowingly breaching this Agreement or allowing its employees or agents to do so; and

(c) fraud or other reckless, dishonest or illegal acts of Cashco or its employees or agents.

ARTICLE 12 - NOTICES

12.1 Any notice, request, demand or other communication made between the parties hereto for the purposes hereof shall be duly given or made when communicated by one of the forms of communication hereinafter set forth to the party to which notice or other communication is required or permitted to be given or made under this Agreement at the address of each party as such party may from time to time designate to the others. The form of communication and the time at which a communication in any such form shall be deemed for the purposes of this Agreement to have been received are:

(a) prepaid registered mail, on the third business day following the date of posting;

(b) facsimile transmission or other electronic transmission when actually delivered or transmitted; and

(c) personal delivery when actually delivered.

12.2 The address of each of the parties hereto, is unless otherwise advised as follows:

(a) if to the Corporation, then:

Lady Loans Ltd.
Attention: Jolene Latimer
Email: jolene.latimer@gmail.com

(b) if to the Cashco, then:

Cashco Financial Inc.
Attention: Tim Latimer

Email: Tim.Latimer@cashcofinancial.com

ARTICLE 13 - SEVERABILITY

13.1 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those which it is held invalid or enforceable, shall not be affected thereby, and each term, covenant or condition hereof shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 14 - ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous arrangements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject hereof, except as specifically set forth herein.

ARTICLE 15 - FURTHER ASSURANCES

15.1 The parties hereto and each of them covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

ARTICLE 16 - AMENDMENTS

16.1 This Agreement may be altered or amended in any of its provisions where such changes are reduced to writing and signed by the parties hereto but not otherwise.

ARTICLE 17 - NO WAIVER

17.1 No consent or waiver, express or implied, by any party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder, shall be deemed to be or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party. Failure on the part of any party to complain of any act or failure to act or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

ARTICLE 18 - TIME OF ESSENCE

18.1 Time shall be of the essence of this Agreement and every part thereof.

ARTICLE 19 - ENUREMENT

19.1 This Agreement shall enure to the benefit and be binding upon the parties hereto and their respective successors and permitted assigns, as the case may be.

ARTICLE 20 - APPLICABLE LAW

20.1 This Agreement shall be governed by and interpreted in accordance with the law of the Province of Alberta and each of the parties, by executing this Agreement, irrevocably attorns to the exclusive jurisdiction of the courts of Alberta.

ARTICLE 21 - COUNTERPARTS

21.1 This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

LADY LOANS LTD.

Per: _____

CASHCO FINANCIAL INC.

Per: _____

Exhibit 6.3

Name: Diana Machado

Address: 272 Dunvegan Road
Edmonton, AB
T5L 5E6

Re: Offer of Employment

We are pleased to offer you a position as an employee of Lady Loans (the "Company") in the role of Chief Executive Officer (CEO). This letter, if accepted, sets forth the terms of your employment with the Company, and we look forward to your contribution.

I. Remuneration

Your annual base salary will be $ 125,000 per year paid out monthly, less all applicable deductions payable in monthly installments in accordance with the Company's established pay periods.

The CEO will be awarded an annual bonus between $5,000 to $50,000 based on the performance of the company. Key Performance Indicators (KPI)will be selected and review semi-annually by the Directors of the company. KPI's will be based but not limited to the company's loan book growth, revenue target and achieving milestones of raising capital.

You will also be eligible for a yearly performance and salary review. The first review will occur during the first months (12) months of your employment by the Company.

II. Vacation:

You shall be entitled to Four weeks (20) days per year.

III. Position and Duties

As CEO you will be responsible for duties such as:

1. Development of the company's short- and long-term strategy
2. Provide inspired Leadership company- wide
3. Creating and implementing the company Vision and Purpose
4. Report to the board of directors and keep them informed

5. Develop and implement operational policies and a strategic plan
6. Help with recruiting staff members when necessary
7. Create an environment that promotes exceptional performance and positive morale
8. Oversee the company's fiscal activity, including budgeting, reporting, and auditing
9. Oversee the day-to-day operation of the company
10. Primary spokespersons for the company

You acknowledge that your position within the Company and the duties attaching thereto, including those set out herein, may be amended or added to by the Company from time to time.

You will devote all your time, attention, skill, and effort to the business on a full-time basis. You shall not, either directly or indirectly, be employed or engaged in any capacity in promoting, undertaking, or carrying on any other business, without the Company's prior written approval.

IV. Non-Competition and Non-Solicitation

You hereby agree that, while you are employed by the Company and for one (1) year following the termination of your employment with the Company, you will not directly or indirectly: (i) solicit or induce or engage others to solicit or offer employment to any employee of the Company or interfere in any way with any employer/employee relationship between the Company and their respective employees; or (ii) be employed by or have any interest whatsoever in any microloans business in Canada that is competitive with the Company in the same or similar capacity to that which you were employed with the Company at the date of resignation or termination of your employment with the Company.

V. Representation and Warranty

You hereby represent and warrant to the Company that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into the herein Agreement or the Company's Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation, or other covenant in favour of any third party.

VI. Term and Termination

Your employment with the Company will be for an indefinite term. Your employment may be terminated by the Company:

i. Termination without cause: this employment agreement may be terminated without cause provision of payment in lieu of notice and severance pay in accordance with the provisions of the Employment Standards Act.

ii. Termination with cause: the organization may terminate this Employment Agreement at any time for cause, without any prior notice or pay in lieu thereof. The definition of "cause" can be,

   a. Any misconduct by the Employee which at common law constitutes "cause" or "just cause,"

   b. Any material breach of the provisions of the Employment Agreement,

   c. Any conviction for an offence that is punishable on summary conviction, as an indictable offence, or both, that would compromise the ability of the Employee to actively work for the organization.

Upon such termination, you shall have no other claim against the Company for damages, termination pay, severance pay, pay in lieu of notice of termination, statutory or otherwise, except in respect of remuneration earned, due and owing to the effective date of termination and for the payment of such amounts as specifically provided for herein.

VII. Miscellaneous

This Agreement, together with the Company's Confidentiality and Proprietary Information Agreement, contains the entire understanding between you and the Company relating to your employment and the additional matters provided for therein, and supersedes and replaces any prior verbal or written agreements between the Company and you. This Agreement may be amended or altered only in a writing signed by you and the Company. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta. Each provision of this Agreement is severable from the others, and if any provisions hereof shall be to any extent unenforceable, it and the other provisions shall continue to be enforceable to the full extent allowable, as if such offending provision had not been a part of this Agreement. This Letter shall not be interpreted as in any way waiving or contracting out of the ESC. This letter contains our mutual understanding and there shall be no presumption of strict interpretation against either party.

VIII. Acknowledgement

You acknowledge that you have read this Agreement and fully understand the nature and effect of it and the terms contained herein and that the said terms are fair and reasonable and correctly set out to your understanding and intention.

The offer of employment herein is also contingent on your executing the Company's Confidentiality and Proprietary Information Agreement, a copy of which is attached hereto. All written notices provided for under this Agreement may be given by personal delivery or by registered mail.

If you have any questions about this offer, please contact me. If you find this offer acceptable, please sign, and date this letter below and return one copy to me by DATE.

Sincerely,

I agree to the terms and conditions of the foregoing offer.

Per:

Name:

Date:

Exhibit 6.4

THIS LOAN AGREEMENT MADE EFFECTIVE ON THE 31ST DAY OF JANUARY 2022

BETWEEN:

JL LEGACY LTD.
("JL Legacy")

- and -

LADY LOANS INC.
(Lady Loans)

WHEREAS JL Legacy is prepared to fund up to $2 million USD to Lady Loans to enable Lady Loans to continue operations.

AND WHEREAS the New Loan may be advanced in tranches, as Lady Loans identifies need for funds.

NOW THEREFORE WITNESS THAT in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree that the facts and matters stated in the preamble hereto form part of this Agreement and are not stated merely for the purpose of recital. Without limiting the generality of the foregoing, the terms of the preamble are hereby acknowledged and confirmed by the parties.

2. In order to implement the Agreement:

   a. As each advance is agreed to between Lady Loans and JL Legacy, JL Legacy shall advanced directly to Lady Loans the requested funds, and Lady Loans will issue to JL Legacy a promissory note evidencing each such advance;

   b. Each advance will bear interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of each advance, and shall be payable on demand;

   c. Lady Loans shall pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by JL Legacy associated with enforcement of the New Loan.

3. Time shall be of the essence of this Agreement.

4. The parties agree to do such further acts and execute such further documents as may be necessary or desirable to give full force and effect to this Agreement.

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5. Any notice to be given by either party to the other shall be in writing, and shall be sufficiently given if sent by prepaid registered mail (if there is no interruption in normal mail service) or delivered or emailed to the parties at the addresses as follows:

   a. If to Legacy:

      JL Legacy Ltd.
      325, 8170 – 50 Street NW
      Edmonton, AB T6B 1E6
      Attention: Timothy J. Latimer
      Email: Tim@businessasaforceforgood.ca

   b. If to Lady Loans:

Lady Loans Ltd.
325, 8170 – 50 Street NW
Edmonton, AB T6B 1E6
Attention: Diana Machado
Email: diana@ladyloans.com

Or to such other street address, email address as either party may from time to time advise the other in writing. Any such notice shall, if delivered by hand, be deemed to have been given when delivered, or if transmitted by email be deemed to have been given immediately upon receipt thereof if received on a business day, but if received on other than a business day shall be deemed to have been received on the first business day after actual receipt, or if mailed on the fifth business day following the day on which it was mailed.

6. This agreement shall be interpreted in accordance with the laws of the Province of Alberta.

7. This agreement may be executed in counterpart. Each counterpart when executed will be deemed to be an original and all counterparts together will constitute one agreement, to be effective as of the date first set out above.

EXECUTED as at the day and year first above written.

JL LEGACY LTD.

Per: _____

LADY LOANS INC.

Per: _____

Exhibit 11

CONSENT OF INDEPENDENT AUDITOR

We consent to the use in the Offering Circular constituting a part of this Offering Statement on Form 1-A, as it may be amended, of our Independent Auditor's Report dated January 19, 2022 relating to the balance sheet of Lady Loans, Inc. as of August 17, 2021 (inception) and the related notes to the financial statement.

/s/ Artesian CPA, LLC
Denver, CO

February 22, 2022

Artesian CPA, LLC

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