

B STOCK

OFFERING DOCUMENT

B STOCK DOES NOT CONSTITUTE AN INVESTMENT IN "STOCK" IN THE COMMON SENSE OF THE TERM. PURCHASERS SHOULD NOT PURCHASE COMMON STOCK WITH THE PURPOSE OF MAKING A PROFIT.

Dear Future "Owner" of the Hygienic Dress League Corporation:

Over the years, the community and art fans have provided financial support to Hygienic Dress League Corporation ("HDL") through patronage and project specific contributions.

We are once again asking our fans to provide support as "investors" in the next phase of this art project, our critique of the state of the corporation and corporate law through the corporate form itself. By becoming a "shareholder", you'll get to experience being repeatedly ignored and having your "investment" used for outdoor marketing campaigns and other corporate largesses to highlight the ridiculousness that is "brand equity" and the corporate form in its worst manifestations.

The money raised will be used to continue installation of public art projects throughout the world and a public relations campaign to create "buzz" around the HDL brand.

I encourage you to buy shares of stock in HDL. We need your money, but don't really want to listen to you so we won't give you any right to speak or vote on matters of corporate governance nor any rights to any profits or assets of the company. Ownership will, however, provide you with significant bragging rights and a very fancy stock certificate which serves as your proof of participation in this public performance art piece.

If you choose to buy after reviewing this Offering Document, you may complete your order online immediately by going to http://_____.

Our fans are what separate us from every other art project in the world. You'll be part of a proud tradition of artists lampooning all the things that supposedly make the world go round. I hope you will consider buying shares of stock in HDL. Whatever you decide, though, we continue to thank you for your reading all the way through this letter.

Sincerely,

Steve Coy
President of HDL

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OFFERING DOCUMENT

I. INTRODUCTION TO OFFERING

This Offering Document relates to an offering (the "Offering") by Hygienic Dress League Corporation (the "HDL") of shares of Class B common stock, no par value, of HDL ("B Stock"). The Offering price is \$50.00 per share of B Stock. HDL intends initially to offer up to 100,000 shares of B Stock in the Offering, but HDL reserves the authority to amend its Articles of Incorporation to increase the number or classes of shares available for issue and reserves the right to increase the size of the Offering at any time without notice.

Prospective purchasers should carefully consider the information discussed under this Offering Document's "Significant Information" section, which explains that B Stock does not earn any financial return, based on the HDL's operations or otherwise, and does not offer its holders any voting privileges.

B STOCK DOES NOT CONSTITUTE AN INVESTMENT IN "STOCK" IN THE COMMON SENSE OF THE TERM. PURCHASERS SHOULD NOT PURCHASE COMMON STOCK WITH THE PURPOSE OF MAKING A PROFIT, BECAUSE HDL NEITHER HAS OR INTENDS TO HAVE ANY SIGNIFICANT REVENUES AND WILL NEVER MAKE A PROFIT. PURCHASERS SHOULD BE AWARE THAT ALTHOUGH B STOCK MAY BE TRANSFERRED, IT WOULD BE IMPRACTICAL FOR ANYONE TO REALIZE A PROFIT ON A PURCHASE OF B STOCK OR EVEN RECOUP THE AMOUNT INITIALLY PAID FOR ITS PURCHASE.

B STOCK HAS NOT BEEN APPROVED OR RECOMMENDED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE OR INTERNATIONAL REGULATORY AUTHORITY NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE OR INTERNATIONAL REGULATORY AUTHORITY APPROVED THIS OFFERING OR THE TERMS OF THIS OFFERING. FURTHERMORE, THESE AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

B STOCK OFFERED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR INTERNATIONAL JURISDICTION. HDL BELIEVES OFFEREEES AND PURCHASERS OF B STOCK WILL NOT RECEIVE THE PROTECTION OF FEDERAL, STATE, OR INTERNATIONAL SECURITIES LAWS WITH RESPECT TO THE OFFERING OF B STOCK. B STOCK IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS DESCRIBED HEREIN. THIS OFFERING DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF B STOCK OFFERED HEREBY IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION, OR SALE.

No person is authorized in connection with any offering made hereby to give any information or to make any representation not contained in this Offering Document, and if given or made, such information or representation must not be relied upon as having been authorized by HDL.

B Stock is offered subject to prior sale and to HDL's right to reject any order in whole or in part and its right to cancel the Offering without notice. The date of this Offering Document is April 15, 2018.

II. SUMMARY OF OFFERING

Number of Class B Common Stock Offered

100,000 shares initially, with reserved authority to amend Articles of Incorporation to offer an unlimited number of shares in any share class.

Number and Classes of Common Stock Outstanding As of Offering

5 Class A shares, authorized and issued

100,000 Class B shares, authorized and designed for issue in

Offering 1,000,000 Class C shares, authorized and reserved

Price Per Share of B Stock

\$50.00

Important Restrictions on B Stock

B Stock does not constitute an investment in "stock" in the common sense of the term. Holders of B Stock acknowledge their not-for-profit motivations for participating in HDL's public performance art project and acknowledge that B Stock confers upon its purchasers no controlling interest, no voting authority, no expectation of profit-sharing or other pecuniary interest, and no rights of redemption.

Questions

Use of Proceeds

HDL will use proceeds from the Offering to create public art installations in locations worldwide and pay for operating expenses, such as performing corporate formalities to highlight HDL's critique of capitalism and the corporate form and salaries of officers of HDL.

III. TERMS OF OFFERING

Price, Payment, and Delivery

HDL is offering B Stock at a price of \$50 per share.

No one may purchase shares without receiving and reviewing this Offering Document or viewing this Offering Document online. A Subscription Agreement is not enforceable against HDL until HDL has received and accepted the Subscription Agreement. Notwithstanding the above, HDL's acceptance against the Offering is not conditioned upon HDL's receipt of an executed Subscription Agreement from prospective purchasers for any minimum amount of shares of Common Stock.

HDL may accept and process any payment prior to accepting the related Subscription Agreement subject to an obligation to refund such amount if it rejects the subscription. If HDL does not accept a Subscription Agreement, then HDL will return the Subscription Agreement and return or refund any remittance, without interest.

All purchases must be made online in US dollars paid by credit or debit card, e.g. MasterCard, Visa, or American Express at www._____.

If HDL accepts a Subscription Agreement, then HDL will process the Subscription Agreement and of processing, but there will be no deliveries prior to April 30, 2018.

Limitations

HDL intends to offer B Stock to the public until December 31, 2018 or until the Offering is fully subscribed, whichever is earlier. The Offering is subject to the following terms and limitations:

1. HDL intend initially to offer up to 100,000 shares of B Stock in the Offering, but reserves the right to amend its Articles of Incorporation to increase the size of the Offering or authorize the issue additional shares and share classes at any time without further notice.
2. HDL may, in its sole discretion, extend the Offering beyond December 31, 2018, and thereafter terminate the Offering at any time, in each case without further notice.
3. Only one person may be the owner of a share of B Stock.
4. There may be no offer, solicitation, or sale of B Stock in any jurisdiction in which it is unlawful to make such offer solicitation or sale. At this time, this offer is not valid outside of the United States. HDL makes no statement regarding the lawfulness of this Offering in any jurisdiction. In the event the offer, solicitation, or sale of B Stock is deemed unlawful, the parties agree to reverse any transaction under the Offering as each party's sole remedy.
5. HDL reserves the right to reject any order and to cancel the Offering without notice.
6. All purchasers will be required to acknowledge and assent to the terms of the Subscription Agreement generally prior to completing their order for B Stock, as well as the following specific acknowledgements:
 1. B Stock is being purchased solely for the purchaser's own use and consumption and that purchaser is motivated by a desire to support and participate in public performance art as a "shareholder";
 2. B Stock is not suitable for investment purposes and that purchaser does not expect to derive any profit or pecuniary benefit as a result of the purchase or subsequent transfer of B Stock;

3. B Stock confer to its holders no controlling interest, no voting rights, no apportionment of profit or proceeds from sale or liquidation, and no rights of redemption;
4. B Stock cannot be pledged or hypothecated;
5. There is no established market or marketplace for the transfer of B Stock and therefore there is no guarantee and little probability that there will be sufficient liquidity necessary to effectuate a future transfers of B Stock; and
6. HDL does not intend to generate any significant revenues and will thus likely operate at a loss in perpetuity.

Use of Proceeds

Proceeds of the proposed offering will be used to accelerate installations of additional public art installations as “advertisements”, allow HDL to observe and perform corporate formalities to highlight its critique of capitalism and the corporate form, and otherwise fund HDL’s operations.

Description of HDL Stock

The stock of HDL currently consists of three share classes, 5 shares of A Stock, 100,000 shares of B Stock, and 1,000,000 shares of C Stock, all having no par value. As of the date of the Offering, there only 5 shares of A Stock have been issued and are outstanding.

HDL, by and through holders of A Stock, has the authority to amend the Articles of Incorporation to authorize and issue additional shares or share classes of HDL stock without limitation.

Description of B Stock

The principal rights and restrictions of HDL’s B Stock are summarized below:

No Voting Rights

Holders of B Stock are not entitled to any voting rights.

No Dividends or Proceeds on Liquidation

Under the Articles of Incorporation, holders of B Stock are prohibited from receiving dividends. In the event of a dissolution of HDL, any remaining profits or assets must go to holders of A Stock.

No Right to Pledge or Hypothecate

Under the Articles of Incorporation, B Stock cannot be pledged or hypothecated.

No Right of Redemption

Under the Articles of Incorporation, B Stock cannot be redeemed.

Stock Certificate

Holders of B Stock will receive oversized stock certificates ornate to serve as proof of participation in this public performance art piece and, bearing on its legend the principal rights and restrictions of B Stock.

Management

Steven Coy, President and Director

Dorota Coy, Treasurer/Secretary and Director

Executive officers of HDL serve at the discretion of the Board of Directors, who are elected exclusively by the holders of A Stock. The above executive officers are currently the only holders of A Stock.

B STOCK

SUBSCRIPTION AGREEMENT

By executing this Agreement, I, the undersigned, irrevocably subscribe for a number of shares of class B common stock, no par value, of Hygienic Dress League Corporation ("HDL"), a Michigan corporation, ("B Stock") pursuant to the terms as set forth herein, at a subscription price per Share of \$50.00 or otherwise indicated on the purchasing website. As an inducement to HDL to accept this subscription, I hereby represent, warrant, and covenant to and with HDL for its benefit as follows:

1. I understand and agree that this Agreement is irrevocable for any reason during the continuance of the Offering described in the accompanying Offering Document.
2. I am tendering this Agreement subject to the terms of as set forth in the Offering Document.
3. I have received, carefully read and reviewed HDL's Articles of Incorporation, Bylaws, and the Offering Document, including particularly the section of the knowledge and understanding of the purchase of B Stock that this Agreement contemplates. In making this subscription, I have relied solely upon the Offering Document and my own independent knowledge of HDL, and I have not relied upon any other offering materials or oral representations.
4. I understand that a purchaser or holder of B Stock will not be able to make any profits through dividends or otherwise by virtue of being a holder of B Stock. In addition, I understand that B Stock do not constitute an investment in "stock" in the common sense of the term and that HDL believes I will not receive the protection of federal, state, or international securities laws.
5. I understand that, pursuant to HDL's Articles of Incorporation and Bylaws, B Stock confers no controlling interest, no voting authority, no expectation of profit-sharing or other pecuniary interest, and no rights of redemption upon its purchasers or holders.
6. Although I have the right to transfer B Stock, I understand that there is no public market for B Stock, that it would be economically imprudent to think such a public market would develop or that such a market would have sufficient demand or liquidity, and that HDL may place restrictions on the time, place, and manner of any such transfers at a later date without notice to me.
7. I am subscribing for B Stock to support artists and public art installations generally, to participate in HDL's performance art piece in particular, and to demonstrate my appreciation of the subject matter, and as benefactors of the arts generally.
8. I understand that the certificate representing B Stock will include a restrictive legend and statement indicating that B Stock is "not for investment" purposes.
9. I understand that B Stock is offered subject to prior sale and to HDL's right to reject any order in whole or in part and to cancel the Offering without notice. I also understand that this Agreement is

not enforceable against HDL until HDL has received and accepted this Agreement. However, HDL may accept and process my payment prior to accepting this Agreement subject to an obligation to refund such amount if it rejects the subscription. Upon HDL's acceptance of this Agreement, it will bind HDL.

10. I acknowledge that B Stock is issued and shall be held subject to all the provisions of this Agreement, the Offering Document, and HDL's Articles of Incorporation and Bylaws, and any amendments thereto, copies of which are on file at HDL's principal office and have been made available to me online. A statement of all of the rights, preferences, privileges, and restrictions granted to or imposed upon the respective classes and/or series of shares of HDL stock and upon the holders thereof may be obtained by any shareholder upon request and without charge, at the HDL's principal office, and HDL will furnish any shareholder, upon request and without charge, a copy of such statement. I acknowledge that the provisions of this Agreement and Offering Document constitute the notices required by Sections 336 and 472 of Business Corporation Act of Michigan and I hereby expressly waive the requirement of Sections 336 of Business Corporation Act of Michigan that I receive the written notice provided for in Sections 336 and 472 of Business Corporation Act of Michigan within a reasonable time after the issuance of Stock.
11. I acknowledge that I understand the meaning and legal consequences of the representations, warranties, and acknowledgments made throughout this Agreement and elsewhere in the Offering Document and documents referenced therein and that I have been given the opportunity to have said documents reviewed by counsel. Accordingly, I hereby agree to indemnify, hold harmless, and defend HDL, its officers, agents, and representatives ("Indemnified Parties") from and against any claim arising out of this Agreement. To the extent that a claim is neither waivable nor subject to the above waiver provision, I hereby agree to that total liability against the Indemnified Parties is limited to \$1.00 irrespective of the number of shares I hold or amount of damages incurred.
12. I hereby agree to indemnify, hold harmless, and defend the HDL's legal counsel and its attorneys individually from and against any claim arising out of this Agreement. To the extent that a claim is neither waivable nor subject to the above waiver provision, I hereby agree to that total liability against the HDL's legal counsel and its attorneys individually is limited to \$1.00 irrespective of the number of shares I hold or amount of damages incurred.
13. To the maximum extent allowed by law, I hereby waive any claim against HDL or holders of A Stock for violations of minority shareholder rights, breaches of duties of loyalty or fiduciary, violations of corporate law, or other laws or duties that may arise after HDL's acceptance of this Agreement. To the extent that a claim is neither waivable nor subject to the above waiver provision, I hereby agree to that total liability against HDL and holders of A Stock is limited to \$1.00 irrespective of the number of shares I hold or amount of damages incurred.
14. I agree that the validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with Michigan law, without giving effect to principles of conflicts of law.

15. This Agreement sets forth the entire agreement and understanding of the parties relating to this matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to this matter.
16. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
17. This Agreement will be binding upon and inure to the benefit of each parties' respective successors, assigns, heirs, executors, administrators and legal representatives. HDL may assign any of its rights and obligations under this Agreement without my consent. I may not assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the HDL.
18. I hereby agree that any notice, demand, or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered by email addressed to the party to be notified at such party's address on record in the HDL's books. Further, I hereby consent to (i) conduct business electronically; (ii) receive such documents and notices by such electronic delivery; (iii) sign documents electronically; and (iv) agree to use any online or electronic system designated by HDL for such purposes.
19. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. Further, in such an event, HDL reserves the right, in the alternative to the above, to deem this Agreement void and issue me a refund, without interest, as my sole remedy.
20. I agree that for purposes of resolving any dispute that may arise directly or indirectly from this Agreement, the parties hereby submit and consent to the exclusive jurisdiction in Michigan, that any such dispute shall be settled only by binding arbitration and that such a dispute shall only contain my claims and not joined with any claims of other shareholders, such dispute resolution procedures to be consistent with the terms contained in HDL's Bylaws.
21. I have reviewed, with the opportunity for review by counsel, this Agreement such that this Agreement shall be deemed to be the product of all of both parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
22. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Electronic execution of this Agreement will have the same force and effect as execution of an original.