

EXHIBIT A

SERIES A COMMON STOCK PURCHASE AGREEMENT

This Series A Common Stock Purchase Agreement, dated as of _____ 2024 (this “Agreement”), is entered into by and between Blue Green Energy, Inc, a Nevada corporation (the “Company”), and:

_____ the individual or entity identified on Appendix 1 hereto (“Purchaser”).

The parties hereby agree as follows:

1. **Purchase and Sale.**

1.1. *Agreement to Sell and Purchase.* Subject to the terms and conditions hereof, the Company agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, _____ shares of the Company’s Series A Common Stock set forth next to Purchaser’s name on Appendix 1 (the “Securities”), at a purchase price of **\$2.50** per share, all as part of an offering of securities by the Company (the “Offering”) in accordance with Rule 506(c) under the Securities Act of 1933, as amended (the “Securities Act”).

1.2. *Closing.* The sale and purchase of the Securities shall take place at a closing (the “Closing”) to be held when the Company and Purchaser may mutually agree (the “Closing Date”). At the Closing, the Company shall deliver to Purchaser a countersigned copy of this Agreement and issue the Securities to Purchaser as of the Closing Date by entering such issuance in the books and records of the Company, all against receipt by the Company of payment, by check, wire transfer or other form of payment acceptable to the Company, of the aggregate purchase price for the Securities. On or promptly after the Closing Date, the Company shall deliver to Purchaser a stock certificate representing (or, if the Securities are uncertificated, a notice of issuance for) the Securities.

2. **Representations and Warranties of the Company.** The Company represents and warrants to Purchaser, as of the Closing Date, as follows:

2.1. *Due Incorporation, Qualification.* The Company (a) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and (b) has the power and authority to own, lease and operate its properties and carry on its business as now conducted and proposed to be conducted.

2.2. *Authority; Enforceability.* The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby and thereby (a) are within the power of the Company and (b) have been or will have been as of such time as such performance is required, duly authorized by all necessary actions on the part of the Company and its shareholders. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

2.3. *Governmental Consents.* Assuming the accuracy of the representations and warranties of Purchaser hereunder (and of all other persons purchasing securities of the Company in the Offering (“Other Purchasers”) under their respective purchase agreements), all consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority required on the part of the Company in connection with the valid execution and delivery of this Agreement and the offer, sale or issuance of the Securities shall have been obtained and will be effective at such time as required by such governmental authority.

2.4. *Securities Law Compliance.* Assuming the accuracy of the representations and warranties of Purchaser hereunder (and of the Other Purchasers under their respective purchase agreements), the offer, issue and sale of the Securities are or will be exempt from the registration and prospectus delivery requirements of the Securities Act and the registration or qualification requirements of applicable state securities laws.

2.5. *Compliance with Laws.* To its knowledge, the Company is not in violation of any applicable statute, rule, regulation or order of any governmental authority in respect of the conduct of its business or the ownership of its properties, which violation(s) would, individually or in the aggregate, have a material adverse effect on the Company.

2.6. *Compliance with Other Instruments.* The Company is not in violation or default of any term of its articles of incorporation, bylaws or any other similar governing document (collectively, as amended, the “Organizational Documents”), or of any provision of any mortgage, debt instrument or other contract to which it is a party and by which it is bound, or of any judgment, decree, order or writ, in each case other than such violations or defaults that would not, individually or in the aggregate, have a material adverse effect on the Company. Neither the execution and delivery of this Agreement by the Company, nor the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

3. ***Representations and Warranties of Purchaser.*** Purchaser represents and warrants to the Company, as of the Closing Date, as follows:

3.1. *Binding Obligation.* Purchaser has full legal capacity, power, and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes valid and binding obligations of Purchaser, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

3.2. *Purchase for Own Account.* Purchaser (a) is purchasing the Securities for Purchaser’s own account, for investment purposes and not with a view to or for sale in connection with any distribution of the Securities and (b) has no present intention of selling, granting any participation in or otherwise distributing the Securities.

3.3. *Information and Sophistication.* Purchaser (a) has received a copy of the private placement memorandum related to the Offering (the “Memorandum”) and all other information that Purchaser has requested from the Company or otherwise considers necessary or appropriate for deciding whether to acquire the Securities, and Purchaser has carefully read the Memorandum and understands the facts and disclosures therein, including the risks described therein related to the investment contemplated hereby, (b) has had an opportunity to ask questions and receive answers from the Company

regarding the Company's business, operations, plans and prospects, the rights, preferences, privileges and restrictions of the Securities and the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth in the Memorandum or otherwise given to Purchaser in connection herewith and (c) has such knowledge and experience in business and financial matters as to be capable of protecting Purchaser's own interests in connection with the investment contemplated hereby.

3.4. *Ability to Bear Risk.* Purchaser understands that acquisition of the Securities involves a high degree of risk, and Purchaser is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of Purchaser's investment in the Securities.

3.5. *No Finder's Fee.* Purchaser is not and will not be obligated to pay or give any commission, discount or other remuneration, directly or indirectly, to any person in connection with the purchase of the Securities.

3.6. *Transfer Restrictions.* Purchaser understands that the Securities are subject to the transfer restrictions set forth in Section 4. Without limiting the foregoing, Purchaser understands that (a) the offering of the Securities has not been, and will not be, registered or qualified under applicable securities laws, by reason of a specific exemption from the registration and qualification requirements of such laws that depends, among other things, on the accuracy of Purchaser's representations hereunder, (b) the Securities are "restricted securities" under applicable securities laws and therefore Purchaser may be required to hold the Securities indefinitely, unless they are registered and qualified under applicable securities laws or an exemption from the registration and qualification requirements of such laws is available, (c) the Company has no obligation to use any efforts to register or qualify the Securities under applicable securities laws or to cause an exemption from the registration and qualification requirements of such laws to be available, and (d) even if an exemption from the registration and qualification requirements of applicable securities laws is available, the exemption may be conditioned on, among other things, the time and manner of sale, the holding period for the Securities and other matters relating to the Company that are outside of Purchaser's control.

3.7. *Accredited Investor.* Purchaser is an "accredited investor", as defined by Rule 501(a) under the Securities Act. Purchaser will submit a third-party accredited investor verification packet demonstrating accredited investor status prior to finalization of this subscription.

3.8. *Compliance with Foreign Laws, If Applicable.* If Purchaser resides outside the United States, then (a) Purchaser is knowledgeable of, or has been independently advised as to, the applicable securities laws of the jurisdiction in which Purchaser resides, (b) the offer, sale and issuance of the Securities to Purchaser as conducted by the Company does not violate any applicable laws of the jurisdiction in which Purchaser resides, (c) the Company is not required to make any filings with or seek any approvals of any governmental authority in the jurisdiction in which Purchaser resides in connection with the offer, sale or issuance of the Securities to Purchaser, and (d) any holding, resale or other transfer of the Securities by Purchaser will not violate any applicable laws of the jurisdiction in which Purchaser resides at the time of such holding, resale or other transfer and will not require the Company to make any filings or seek any approvals of any governmental authority in such jurisdiction.

3.9. *Tax Matters.* Purchaser understands that Purchaser may suffer tax consequences as a result of the acquisition or disposition of the Shares. Purchaser has obtained from Purchaser's own advisors any tax advice that Purchaser deems necessary or appropriate in connection with the purchase of the Shares. Purchaser is not relying on the Company or any of its representatives for any tax advice.

3.10. *Information Provided by Investor.* All information provided by Purchaser to the Company in connection with the offer and sale of the Securities is true, correct and complete in all respects.

3.11 *Indemnity.* Purchaser shall indemnify and hold harmless the Company, its affiliates, and its and their respective officers, directors, employees and agents from and against any losses, damages, cost or expenses (including attorney's fees) suffered or incurred by them as a result of any breach of Purchaser's representations or warranties hereunder or any other untrue, incorrect, incomplete or misleading information provided to the Company by or on behalf of Purchaser in connection with the transactions contemplated hereby.

4. ***Transfer Restrictions.***

4.1. *In General.* Purchaser shall not offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, take a pledge of or otherwise receive or acquire) the Securities, or any part thereof or interest therein, except in compliance with this Agreement, the Company's articles of incorporation and bylaws and any applicable federal, state or foreign securities laws, including all rules and regulations thereunder.

4.2. *Legends.* Purchaser acknowledges that any certificates representing the Securities will bear legends in substantially the following form:

"THE SECURITIES REFERENCED HEREIN (A) HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, (B) HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND (C) MAY NOT BE SOLD OR TRANSFERRED OR PLEDGED IN THE ABSENCE OF REGISTRATION AND QUALIFICATION UNDER APPLICABLE SECURITIES LAWS, UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO THE COMPANY STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS THEREOF.

"THE SECURITIES REFERENCED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER PURSUANT TO AND IN ACCORDANCE WITH AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER THEREOF, A COPY OF WHICH IS ON FILE WITH AND MAY BE OBTAINED FROM THE SECRETARY OF THE COMPANY AT NO CHARGE."

4.3. *Right of First Refusal.*

(a) *Notice of Proposed Transfer.* If at any time Purchaser proposes to sell or otherwise transfer (including by gift or operation of law) any Securities, then (i) prior to consummating such sale or transfer, Purchaser shall deliver to the Company a written notice (the "Transfer Notice") stating (w) the name of each proposed purchaser or other transferee ("Proposed Transferee"), (x) the amount of Securities proposed to be sold or transferred to each Proposed Transferee, (y) the terms and conditions, including purchase price, of each proposed sale or transfer, and (z) Purchaser's offer to the Company to purchase the Securities upon the same terms and conditions, including purchase price, as those described in the Transfer Notice (or upon terms and conditions as similar as reasonably possible to those described in the Transfer Notice) (the "Applicable Terms"), and (ii) Purchaser shall not consummate such sale or transfer except in accordance with Sections 4.3(d) or 4.3(e) below.

(b) *Exercise of Right of First Refusal.* At any time within 30 days after the Company receives the Transfer Notice, the Company shall have the right, exercisable by written notice to Purchaser during such period, to purchase any or all of the Securities described in the Transfer Notice upon the Applicable Terms; provided, however, that (x) if the purchase price described in the Transfer Notice consists of no legal consideration (as, for example, in the case of a transfer by gift), the applicable purchase price for the Company shall be the fair market value of the Securities as determined in good faith by the Company, and (y) if the purchase price described in the Transfer Notice includes non-cash consideration, the applicable purchase price for the Company shall reflect the cash equivalent value of such non-cash consideration as determined in good faith by the Company.

(c) *Payment.* If the Company exercises its right of first refusal under Section 4.3(b) above, the Company shall pay the applicable purchase price, at the election of the Company, in cash (by check), by cancellation of all or a portion of any outstanding indebtedness or by any combination thereof, within 60 days after receipt of the Transfer Notice or in such other manner or at such other time as may be mutually agreed by the Company and the Purchaser.

(d) *Purchaser's Right to Transfer.* If the Company does not exercise its right to purchase all of the Securities described in the Transfer Notice within the applicable time period, then Purchaser may sell or otherwise transfer the unpurchased Securities to the Proposed Transferee(s) described in the Transfer Notice upon the terms and conditions, including purchase price, described in the Transfer Notice (or upon terms and conditions, including purchase price, less favorable to the Proposed Transferee), so long as (i) such sale or other transfer is consummated within 120 days after the date of the Transfer Notice, (ii) such sale or other transfer is effected in accordance with applicable laws and (iii) without limiting Section 4.7, any such Proposed Transferee agrees in writing that the provisions of this Agreement shall continue to apply to the Securities in the hands of such Proposed Transferee. If such Securities are not so transferred to such Proposed Transferee(s) within such period, then the provisions of this Section 4.3 shall once again apply to any proposed sale or other transfer of Securities.

(e) *Exception for Certain Family Transfers.* Notwithstanding anything to the contrary in this Section 4.3, the transfer of any or all of the Securities during Purchaser's lifetime or on Purchaser's death by will or intestacy to Purchaser's Close Family or a trust for the benefit of Purchaser or Purchaser's Close Family shall be exempt from the provisions of this Section 4.3. "Close Family" means (x) any spouse, domestic partner, child, parent, sibling, grandparent or grandchild or (y) any other close relative (including adoptive and in-law relationships) approved in good faith by the Company.

4.4. *Company's Right to Purchase upon Involuntary Transfer.* In the event of any involuntary transfer (including upon death or divorce, but excluding a transfer to Close Family as set forth in Section 4.3(e) above) of all or any Securities by Purchaser, (a) Purchaser shall promptly notify the Company of such transfer and (b) the Company shall have the right, exercisable by written notice to Purchaser or the applicable transferee within 30 days after receiving such notice, to purchase any or all of the transferred Securities at the fair market value of such Securities on the date of transfer, as determined in good faith by the Company.

4.5. *Assignment.* Without limiting Section 5.6, the Company's rights hereunder to purchase the Securities may be assigned by the Company, in whole or in part, to any other person or entity, without any requirement that the Company obtain Purchaser's consent to such assignment.

4.6. *Lock-Up.* If so requested by the Company or the Company's underwriters in connection with the initial public offering of the Company's securities registered under the Securities Act of 1933, as amended (the "Securities Act"), Purchaser shall not sell, make any short sale of, loan, grant any option for the purchase of or otherwise dispose of any securities of the Company, however or whenever acquired (except for those being registered), without the prior written consent of the Company or such underwriters, as the case may be, for 180 days from the effective date of the applicable registration

statement, plus an additional period, to the extent required by FINRA rules, up to a maximum of 216 days from the effective date of such registration statement, and Purchaser shall execute an agreement reflecting the foregoing as may be requested by the Company or such underwriters at the time of such offering.

4.7. *Transfer Restrictions Binding on Transferees.* The transfer restrictions described in this Agreement shall be binding upon any transferee of Securities or any interest therein to the same extent as such provisions would (but for any such transfer) be binding on Purchaser. Any transfer of the Securities in violation of the provisions of this Agreement shall be null and void.

4.8. *Termination of Certain Transfer Restrictions.* The transfer restrictions described Sections 4.3 and 4.4 shall terminate upon the earlier of (a) the first sale of common stock of the Company pursuant to an effective registration statement under the Securities Act (other than a registration statement relating solely to the issuance of common stock pursuant to a business combination or an employee incentive or benefit plan) and (b) any transfer or conversion of Securities made pursuant to a statutory merger or statutory consolidation of the Company with or into another corporation or corporations if the common stock of the surviving corporation or any direct or indirect parent thereof is registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Upon termination of such transfer restrictions, the Company will remove any stop-transfer notices referred to in Section 4.9 to the extent related to the restrictions in Section 4.3 or 4.4 and a new stock certificate representing (or, in the case of uncertificated securities, notice of issuance for) the outstanding Securities shall be issued, on request, without any legends related to such restrictions and delivered to Purchaser.

4.9. *Stop-Transfer Instructions; Refusal to Transfer.* Purchaser acknowledges that, to ensure compliance with the requirements hereof, the Company shall issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it shall make appropriate notations to the same effect in its own records. In addition, the Company shall not (a) record on its books any transfer in violation of any terms of this Agreement or (b) treat as owner of the Securities or accord any rights with respect thereto to any person to whom the Securities shall have been transferred in violation of any terms of this Agreement.

5. **Miscellaneous.**

5.1. *Corporate Securities Law.* THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.

5.2. *Further Assurances.* Purchaser shall promptly execute and deliver to the Company such further instruments and documents and take such further actions as the Company may reasonably request in order to carry out the purposes of this Agreement and to comply with applicable securities laws or other regulatory requirements.

5.3. *Amendments; Waivers.* No provision of this Agreement may be amended or modified unless in writing signed by the Company and Purchaser. No waiver of any rights under this Agreement shall be effective unless in writing signed by the waiving party.

5.4. *Governing Law.* This Agreement and all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the conflicts of law

provisions of the State of Nevada or of any other state.

5.5. *Survival.* The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

5.6. *Assignment; Successors.* Purchaser may not assign this Agreement or any of Purchaser's rights or obligations hereunder without the prior written consent of the Company. The Company may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Purchaser, except that the Company may assign this Agreement and all of the Company's rights and obligations hereunder, without the prior written consent of Purchaser, to any purchaser or other successor to the Company or all or substantially all of the Company's assets (whether a direct or indirect purchaser or successor, and whether as a result of purchase, lease, merger, consolidation, liquidation or otherwise). Any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing and the transfer restrictions described herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

5.7. *Entire Agreement.* This Agreement constitutes and contains the entire agreement and supersedes any and all prior or contemporaneous agreements, negotiations, correspondence, understandings and communications, whether written or oral, between the parties with respect to the subject matter hereof and thereof.

5.8. *Notices.* All notices, demands, consents, or other communications hereunder shall in writing and mailed, delivered or sent by email to the applicable party at such party's address set forth on the signature page hereto, or at such other address as such party may have furnished to the notifying party in writing. All such communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) when sent by email, (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

5.9. *Severability.* If any provision of this Agreement shall be judicially determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.10. *English Language.* This Agreement is written and executed in the English language. Any translation of this Agreement into any other language shall not be an official version hereof, and in the event of any conflict in interpretation between the English language version of this Agreement and any such translation, the English language version of this Agreement shall control.

5.11. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. An executed signature page of this Agreement delivered by facsimile transmission or by electronic mail in "portable document format" (".pdf") shall be as effective as an original executed signature page.

5.12. *Electronic Delivery.* Purchaser hereby consents to the Company's use of email, or any other form of electronic transmission permitted under applicable law, for the delivery to Purchaser of any documents, notices or other communications required or permitted to be delivered by the Company to Purchaser under this Agreement, the Company's articles of incorporation or bylaws or applicable law. Purchaser understands that Purchaser (i) has the right, upon written request delivered to the Company, to receive a non-electronic copy of any such document, notice or other communication and (ii) may withdraw the consent given in the preceding sentence at any time by delivering written notice of such withdrawal to the Company.

BG Energy

I hereby subscribe to purchase the dollar amount submitted with this Subscription Agreement as payment for purchase of the Series A Common Stock in the amount of \$_____.

Registration Information: Print name(s) in which the Series A Common Stock is be registered:

SUBSCRIBER NAME (1): _____

Social Security or similar tax identification number _____

Residence Address: _____

City, State, Zip: _____

Mailing Address: _____

City, State, Zip: _____

Email Address: _____

MANNER IN WHICH TITLE IS TO BE HELD: Please initial.

- | | Initial 1 | Initial 2 | |
|----|------------------|------------------|--|
| A. | _____ | _____ | Husband & Wife, as community property |
| B. | _____ | _____ | Joint Tenancy With Right of Survivorship* |
| C. | _____ | _____ | Tenants in Common* |
| D. | _____ | | Individual |
| E. | _____ | _____ | Corporate or Fund Owners** (Documents accompanied) |
| F. | _____ | _____ | Partnership* (Documents accompanied) |
| G. | | | Trust* (Documents accompanied) |
| H. | | | IRA |
| I. | | | Other: Please Describe; _____ |

* Initials of all parties required

** In the case of a Fund, state name of all partners.



BG Energy

NOTE: BY SIGNING THIS SUBSCRIPTION AGREEMENT AND UPON ACCEPTANCE THEREOF BY THE COMPANY, I AM ENTERING INTO AN AGREEMENT AND AGREEING TO PURCHASE SHARES OF SERIES A COMMON STOCK.

I declare under penalty of perjury that the foregoing is true and correct. The undersigned has (have) executed this Subscription Agreement on _____2024

Agreed and Acknowledged Note Purchaser:

Signature: _____

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

SUBSCRIPTION ACCEPTED:

By: BLUE GREEN ENERGY, INC.,
a Nevada corporation
4478 Wagon Trail Ave
Las Vegas, NV 89118

By: Robert S. Amaral
CEO

Date _____2024

