

PRIVATE PLACEMENT MEMORANDUM

Blue Green Energy, Inc.
A Nevada Corporation

Blue Green Energy, Inc
4478 Wagon Trail Ave
Las Vegas, NV 89118
+1 (702) 361-3188
info@bgenergyinc.com

May 10, 2024

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.



BG Energy

Blue Green Energy, Inc.
(A Nevada Corporation)
1,000,000 SHARES OF SERIES A COMMON STOCK
\$2.50 per share/\$2,500,000

Blue Green Energy, Inc, a Nevada corporation (the “Company”), is hereby offering (the “Offering”) to sell **1,000,000** shares of its Series A Common Stock (the “Shares”), at a purchase price of **\$2.50** per Share (for an aggregate offering amount of \$2,500,000), payable upon purchase in cash or such other consideration as may be acceptable to the Company in its sole discretion. Each investor must purchase a minimum of **20,000** Shares for an aggregate minimum purchase price of **\$50,000**. Notwithstanding the foregoing, the Company reserves the right, in its sole discretion, to accept subscriptions for a lesser number of Shares.

The Company urges potential investors to read this entire document, particularly the “Risk Factors” section before deciding whether to invest in the Shares.

This Offering is made pursuant to Rule 506(c) of Regulation D (“Rule 506(c)”), promulgated under the Securities Act of 1933, as amended (the “Securities Act”) and other applicable exemptions from the registration and qualification requirements of applicable securities laws. **This Offering is open only to “accredited investors” as that term is defined in Rule 501(a) under the Securities Act.** Please see the section below entitled “Investor Eligibility” for more information regarding eligibility requirements.

The Offering will terminate on the earlier of the sale of the maximum number of Shares in this Offering or May 31, 2025, unless the Offering is extended by the Company in its sole discretion (the “Offering Period”). The proceeds of the Offering will immediately be available to the Company.

An investment in the Shares involves significant risks. See “Risk Factors” beginning on page [12]. Neither the United States Securities and Exchange Commission (“SEC”) nor any state securities commission has passed upon the merits of or given its approval of the Shares or the terms of the Offering, nor has the SEC or any state securities commission passed upon the accuracy or completeness of this private placement memorandum (the “Memorandum”). The Shares are offered pursuant to an exemption from registration under Rule 506(c); however, the SEC has not made an independent determination that the Offering is exempt from registration. Any representation to the contrary is unlawful.

	Offering Amount	Offering Expenses ¹	Proceeds to the Company
Per Share	\$2.50	\$0.125	\$2.375
Offering (1,000,000 Shares)	\$2,500,000	\$125,000	\$2,375,000

The date of this Memorandum is May 10, 2024

¹ The Offering Expenses referenced above do not include professional fees related to this Offering, including legal and accounting fees.



ABOUT THIS MEMORANDUM

The Company is offering to sell, and seeking offers to buy, securities only in jurisdictions where offers and sales are permitted. The information contained in this Memorandum is intended to be accurate only as of the date of this Memorandum, regardless of the time of delivery of this Memorandum or of any sale of securities. This Memorandum supersedes all prior information and discussions concerning any proposed offering of securities.

Documents referred to in this Memorandum, if not attached as exhibits or annexes, are available from the Company for inspection upon request. Statements made in this Memorandum regarding the contents of such documents are not necessarily complete. All references to, or summaries of, such documents are qualified in their entirety by reference to the complete documents.

The Company has prepared this Memorandum solely for use in connection with the Offering. This Memorandum is personal to you and does not constitute an offer to any other person or to the public generally to purchase securities in the Offering.

This Memorandum and the information it contains is our confidential property. You must keep this information confidential and may not give a copy of this Memorandum to anyone other than your advisors solely for the purpose of advising you in connection with the Offering. By your acceptance of this Memorandum, you acknowledge and agree to the foregoing restrictions.

This Memorandum is not intended to include all information that an investor may consider important when considering an investment in the Company and the securities being offered hereby. Prior to any purchase of the securities, potential investors should conduct their own investigation and analysis and may ask the Company questions concerning any aspect of the Offering, the Company and the securities, and request any information they deem appropriate.

This Memorandum has been prepared in the English language. Any translation of this Memorandum into any other language is not an official version hereof, and in the event of any conflict in interpretation between the English language version of this Memorandum and any such translation, the English language version shall control.

FORWARD-LOOKING STATEMENTS

The Company makes in this Memorandum, and may make in discussions with potential investors, forward-looking statements that are subject to risks and uncertainties. These forward-looking statements include statements regarding future prospects, profitability, liquidity, market risk, values and financial and other projections. The words “believes,” “expects,” “may,” “will,” “should,” “projects,” “contemplates,” “anticipates,” “forecasts,” “intends” or other similar words or terms are intended to identify forward looking statements.

These forward looking statements are subject to significant uncertainties because they are based upon or are affected by factors disclosed in this Memorandum, including, without limitation, those set forth in the “Risk Factors” section of this Memorandum as well as changes in current risks, management’s assumptions regarding competitive factors, general economic conditions, customer relations, relationships with vendors, the interest rate environment, governmental regulation and supervision, seasonality, distribution networks, product introductions and acceptance, technological change, changes in industry practices and one-time events.

Because of these uncertainties, the Company's actual future results may be materially different from the results indicated by these forward-looking statements. The Company undertakes no obligation to update or otherwise revise any forward-looking statements, whether as a result of new information, future events or otherwise, and such statements should not be considered representations or warranties by the Company.

FOR ALABAMA RESIDENTS ONLY:

These Securities are offered pursuant to a claim of exemption under the Alabama Securities Act. A registration statement relating to these securities has not been filed with the Alabama Securities Commission. The Commission does not recommend or endorse the purchase of any securities, nor does it pass upon the accuracy or completeness of this private placement memorandum. Any representation to the contrary is a criminal offense.

FOR ALASKA RESIDENTS ONLY:

The Securities offered have not been registered with the Administrator of Securities of the State of Alaska Provisions of 3 AAC 08.500–3 through AAC 08.506. The investor is advised that the Administrator has made only a cursory review of the registration statement and has not reviewed this document since the document is not required to be filed with the Administrator. The fact of the registration does not mean that the Administrator has passed in any way upon the merits, recommended, or approved the securities. Any representation to the contrary is a violation of A.S. 45.55.170.

FOR ARIZONA RESIDENTS ONLY:

The Securities offered hereby have not been registered under the Securities Act of the State of Arizona (the "Arizona Act") and they therefore have the status of securities acquired in an exempt transaction under ARS section 44-1844 of the Arizona Act. The Securities cannot be resold without registration under the Arizona Act or unless an exemption therefrom is available.

FOR CALIFORNIA RESIDENTS ONLY:

These Securities have not been registered under the Securities Act of 1933, as amended, or the California Corporations Code by reason of specific exemptions thereunder relating to the limited availability of the offering. These Securities cannot be sold, transferred, or otherwise disposed of to any person or entity unless subsequently registered under the Securities Act of 1933, as amended, or the California Corporations Code, if such registration is required.

FOR COLORADO RESIDENTS ONLY:

These Securities have not been registered under the Securities Act of 1933, as amended, or the Colorado Securities Act of 1981 by reason of specific exemption thereunder relating to the limited availability of this offering. These securities cannot be sold, transferred or otherwise disposed of to any person or entity unless subsequently registered under the Securities Act of 1933, as amended, or the Colorado Securities Act of 1981, if such registration is required.

FOR CONNECTICUT RESIDENTS ONLY:

These Securities have not been registered under Section 36-495 of the Connecticut Uniform Securities Act and, therefore, cannot be resold unless they are registered under such Act, or unless an exemption from registration is available.

FOR DELAWARE RESIDENTS ONLY:

The Securities have not been registered under the Delaware Securities Act. The Securities are subject to restrictions on transferability and sale. They cannot be sold or transferred except in a transaction which is exempt under such act or pursuant to an effective registration statement under such Act.



FOR FLORIDA RESIDENTS ONLY:

The Securities referred to herein will be sold to, and acquired by, the investor in a transaction exempt under §517.061 of the Florida Securities Act. The shares have not been registered under said Act in the State of Florida. Unless the securities are registered, they may not be reoffered for sale or resold in the state of Florida except in an exempt security or in an exempt transaction under said Act. If the investor is a citizen or resident of the State of Florida and the investor is not a bank, trust company, savings institution, insurance company, dealer, investment company as defined by the Investment Company Act, or pension or profit-sharing trust, the investor acknowledges that any sale of the shares to the investor is voidable by the investor either within three days after the first tender of consideration is made by the investor to the company, an agent of the company, or an escrow agent, or within three days after the availability of that privilege is communicated to the investor, whichever occurs later. Each person entitled to exercise such right to withdraw and who wishes to exercise such right must cause a written notice or telegram to be sent to the issuer or placement agent within the aforementioned three-day period.

NOTICE TO GEORGIA OFFEREES:

These Securities have not been registered under the Securities Act of 1933, as amended, or the Securities Act of any jurisdiction by reason of specific exemption thereunder relating to the limited availability of this offering. These Securities cannot be sold, transferred, or otherwise disposed of to any person or entity unless subsequently registered under the Securities Act of 1933, as amended, or applicable state securities law, if such registration is required.

NOTICE TO HAWAII OFFEREES:

Neither this memorandum nor the Securities described herein have been approved or disapproved by the Commissioner of Securities of the State of Hawaii, nor has the Commissioner passed upon the accuracy or adequacy of this memorandum.

NOTICE TO ILLINOIS RESIDENTS ONLY:

The Securities have not been approved or disapproved by the Secretary of State of Illinois, or the State of Illinois, nor has the Secretary of state of Illinois or the State of Illinois passed upon the accuracy or adequacy of this memorandum. Any representation to the contrary is a criminal offense.

NOTICE TO INDIANA OFFEREES:

These Securities have not been registered under Section 3 of Chapter 1 of the Indiana Securities Act. The Securities purchased may not be resold without registration under this Chapter or an exemption therefrom.

NOTICE TO KANSAS OFFEREES:

These Securities have not been registered under the Securities Act of 1933, as amended, or the securities act of any jurisdiction by reason of specific exemption thereunder related to the limited availability of the offering. These Securities cannot be sold, transferred, or otherwise disposed of to any person or entity unless subsequently registered under the Securities Act of 1933, as amended, or applicable state securities law, if such registration is required.

FOR KENTUCKY RESIDENTS ONLY:

The Securities presented in this memorandum and subscription documents are being sold pursuant to a claim of exemption from the registration or qualifications provisions of the federal and state securities laws and may not be sold or transferred without compliance with the registration or qualification provisions of applicable federal and state securities laws or applicable exemptions therefrom.

FOR LOUISIANA RESIDENTS ONLY:

The Securities of this offering have not been registered under the Louisiana Securities Law (the “Louisiana Act”), and therefore cannot be resold or transferred by the investor except in a transaction, which is exempt under the Louisiana Act or pursuant to an effective registration statement under the Louisiana Act.

FOR MARYLAND RESIDENTS ONLY:

The Securities referred herein will be sold to, and acquired by, the purchaser in a transaction exempt under Section 11-602 (9) of the Maryland Securities Act. The Securities cannot be sold or transferred except under such Act or pursuant to an effective registration statement under such Act.

FOR MASSACHUSETTS RESIDENTS ONLY:

These Securities have not been registered under the Securities Act of 1933, as amended, or the Massachusetts Uniform Securities Act, by reason of specific exemptions thereunder relating to the limited availability of the offering. These Securities cannot be sold, transferred, or otherwise disposed of to any person or entity, unless subsequently registered under the Securities Act of 1933, as amended, or the Massachusetts Uniform Securities Act, if such registration is required.

Commonwealth accredited investors, who are natural persons, shall not invest more than 25% of the purchaser’s net worth (excluding principal residence and its furnishings). The purchaser’s net worth shall include the net worth of his/her spouse, if applicable.

FOR MINNESOTA RESIDENTS ONLY:

These Securities represented by this memorandum have not been registered under the Minnesota Securities Laws and may not be sold, transferred, or otherwise disposed of except to registration or exemption therefrom.

FOR MICHIGAN RESIDENTS ONLY:

These Securities have not been registered under the Michigan blue sky laws. These securities may not be resold without registration under Michigan blue sky law or under an exemption therefrom.

NOTICE TO MISSISSIPPI OFFEREES:

These Securities are offered pursuant to a claim of exemption under the Mississippi Securities Act. A registration statement relating to these Securities has not been filed with the Mississippi Secretary of State. The Secretary of State has not passed upon the value of these Securities and has not approved or disapproved this offering. The Secretary of State does not recommend the purchase of these or any other Securities. There is no established market for these Securities and there may not be a market for these Securities in the future. The subscription price of these Securities has been determined by the company and is not an indication of the actual value of these Securities. The purchaser of these Securities must meet certain suitability standards and be in a position to bear an entire loss of his/her/its investment. These Securities may not be transferred for a period of one year, except in a transaction, which is exempt under the Mississippi Securities Act or any transaction in compliance with the Mississippi Securities Act.

FOR MISSOURI RESIDENTS ONLY:

These Securities have not been registered under the Securities Act of 1933, as amended, or the securities act of any jurisdiction by reason of specific exemption thereunder relating to the limited availability of the of the offering. These Securities cannot be sold, transferred or otherwise disposed of to any person or entity unless subsequently registered under the Securities Act of 1933, as amended, or applicable state securities laws, if such registration is required.



FOR NEW JERSEY RESIDENTS ONLY:

This private offering memorandum has not been filed with or reviewed by the New Jersey Bureau of Securities of the Department of Law and Public Safety of the State of New Jersey prior to its issuance and use. Neither the Attorney General of the State of New Jersey nor the Bureau of Securities have passed on, or endorsed the merits of this offering. Any representations to the contrary are unlawful.

NOTICE TO NEW MEXICO OFFEREES:

The Securities herein are offered pursuant to an exemption from the registration requirements of the Securities Act of New Mexico (the "New Mexico Act"). Accordingly, the New Mexico Securities Bureau has not reviewed the offering of these Securities and has not approved or disapproved this offering. The New Mexico Securities Bureau has not passed upon the value of the Securities or upon the adequacy or accuracy of information contained in this private offering memorandum.

The Securities have not been registered under the New Mexico Act, and therefore cannot be resold in New Mexico unless they are registered under the provisions of the New Mexico Act or unless an exemption from registration is made.

NOTICE TO NEW YORK OFFEREES:

This private placement memorandum has not been reviewed by the Attorney General prior to its issuance and use. The Attorney General of the State of New York has not passed on or endorsed the merits of this offering. Any representation to the contrary is unlawful.

This private placement memorandum does not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made in the light of the circumstances under which they were made, not misleading. It contains a fair summary of the material terms and documents purported to be summarized herein.

NOTICE TO NORTH CAROLINA OFFEREES:

The Securities are offered pursuant to a claim of exemption under the North Carolina Securities Act. The North Carolina Securities Commissioner neither recommends nor endorses the purchase of any securities, nor has the Administrator passed upon the accuracy of the information provided herein. Any representation to the contrary is a criminal offense.

NOTICE TO OHIO OFFEREES:

These Securities have not been registered under the Ohio Securities Act (the "Ohio Act") and therefore cannot be resold or transferred by the investor except in a transaction which is exempt under the Ohio Act, or pursuant to an effective registration under the Ohio Act.

NOTICE TO OKLAHOMA OFFEREES:

The Securities represented by this certificate have not been registered under the Securities Act of 1933 or the Oklahoma Securities Act (the "Oklahoma Act") and therefore cannot be resold or transferred by the investor except in a transaction which is exempt under the Oklahoma Act or pursuant to an effective registration under the Oklahoma Act.

NOTICE FOR OREGON OFFEREES:

The Securities offered have not been registered with the Corporation Commissioner of the State of Oregon under provisions of OAR 441-65-060 through 441-65-240. The investor is advised that the Commissioner has not reviewed this document since this document is not required to be filed with the Commissioner. The investor must rely on the investor's



own examination of the company creating the security and the terms of the offering, including the merits and risks involved in making an investment decision on these Securities.

FOR PENNSYLVANIA RESIDENTS ONLY:

Pursuant to section 207 (4) of the Pennsylvania Securities Act of 1972 (the "Pennsylvania Act"), as amended, each Pennsylvania resident who accepts an offer to purchase securities exempted from registration under section 203 (4) of the Pennsylvania Act, directly from an issuer or an affiliate of an issuer, shall have the right to withdraw his acceptance without incurring any liability to the seller or any other person within two business days from the date of receipt by the issuer of his/her/its written binding contract of purchase or, in the case of a transaction in which there is no written binding contract of purchase, within two business days after he/she/it makes the initial payment for the securities being offered; to accomplish his/her/its withdrawal, a subscriber only needs to send a letter or fax or telegram to the company at the address set forth in the text of this memorandum indicating his/her/its intention to withdraw. Such letter, fax, or telegram must be sent and postmarked prior to the end of the aforementioned second business day. If a letter is sent, it is prudent to send such letter by certified mail, return receipt requested, to ensure that it is received and also to evidence the time when it was mailed. If the request is made orally (in person or by telephone, a written confirmation that the request has been received should be requested.

FOR RHODE ISLAND RESIDENTS ONLY:

Although the Securities herein described have been exempted from registration pursuant to Title 7, Chapter 11 of the Rhode Island General Laws, such exemption does not constitute approval, recommendation or endorsement by the Rhode Island Department of Business Regulation that the provided herein is true, complete, accurate or not misleading.

FOR SOUTH CAROLINA RESIDENTS ONLY:

These Securities are offered pursuant to a claim of exemption under the South Carolina Uniform Securities Act. A registration statement relating to these Securities has not been filed with the South Carolina Securities Commissioner. The Commissioner does not recommend, nor endorse, the purchase of any securities, nor does it pass upon the accuracy or completeness of this private placement memorandum. Any representation to contrary constitutes a criminal offense.

FOR SOUTH DAKOTA RESIDENTS ONLY:

These Securities are offered for sale in the State of South Dakota pursuant to an exemption from registration under the South Dakota Blue Sky Law, Chapter 47-31B, and with the Director of the Division of Securities of the Department of Commerce and Regulation of the State of South Dakota. The exemption does not constitute a finding that this memorandum is true, complete, and not misleading; nor has the Director of the Division of Securities passed in any way upon the merits of, recommended, or given approval to these Securities. Any representation to the contrary is a criminal offense.

These Securities have not been registered under Chapter 47-31B of the South Dakota securities laws and may not be sold, transferred or otherwise disposed of for value except pursuant to registration, exemption therefrom, or operation of law.

Each South Dakota resident purchasing securities who is not an accredited investor or who is solely an accredited investor by reason of his net worth, income or amount of investment, shall not make an investment in these securities in excess of 20% of his/her/its net worth (exclusive of primary residence, furnishings and automobiles).

REQUESTED FOR TENNESSEE RESIDENTS ONLY:

In making an investment decision, investors must rely on their examination of the issuer and terms and conditions of the offering, including the merits and risk factors.

These Securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy, or determined the adequacy of this document. Any representation to the contrary is a criminal offense. These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended, and the applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they may be required to bear the financial risk of this investment for an indefinite period of time.

FOR TEXAS RESIDENTS ONLY:

Each purchaser of Securities must bear the economic risk of an investment in such Securities for an indefinite period of time prior to any subsequent resale of such Securities, because the Securities have not been registered under the securities laws of Texas or the Securities Act of 1933 and may not be transferred or sold by a purchaser thereof, except in transactions that are exempt from registration under the securities laws of Texas and the Securities Act of 1933 pursuant to an effective registration thereunder.

FOR VIRGINIA RESIDENTS ONLY:

Securities offered in this prospectus have not been registered under the Virginia Securities Act (the "Virginia Act"), and therefore cannot be resold or transferred by the investor, except in a transaction which is exempt under the Virginia Act, or pursuant to effective registration under the Virginia Act.

FOR WASHINGTON RESIDENTS ONLY:

The Administrator of Securities has not reviewed the offering or offering circular and these Securities have not been registered under the Securities act of Washington, Chapter 21.20 RCW, and, therefore cannot be resold unless they are registered under the Securities act of Washington, Chapter 21.20 RCW, or unless an exemption from registration is available.

FOR WISCONSIN RESIDENTS ONLY:

In making an investment decision, investors must rely on their own examination of the issuer and the terms and conditions, including the merits and risk factors involved. The Securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy, or determined the adequacy, of this document. Any representation to the contrary is a criminal offense.

These Securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended, and applicable state securities laws, pursuant to registration or exemption therefrom. Investor should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

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SUMMARY OF OFFERING

This summary highlights some of the information about the Company and the Offering but does not contain all of the information that may be important to you in making an investment decision with respect to the Shares. This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum, including any exhibits and annexes hereto, and should be read in conjunction therewith.

Company	Blue Green Energy, Inc. (the “Company”), a Nevada corporation
Company’s Business	The Company is focused on servicing the needs of the FCEV and BEV market. We intend on building a hydrogen (H ₂) refinery and a network of both branded and licensed filling stations. Our refineries will utilize renewable inputs such as solar and wind for power and extract hydrogen from water and biomass. This results in a 100 percent green product with a zero-carbon footprint.
Securities Offered	1,000,000 shares of Series A Common Stock of the Company (the “Shares”)
Price	USD \$2.50 per share (\$2,500,000 USD in the aggregate).
Minimum Investment	20,000 Shares (USD \$50,000); provided, however, that the Company reserves the right, in its sole discretion, to accept subscriptions for a lesser number of Shares.
Eligible Investors	Only investors who are “accredited investors”, as defined by Rule 501 (a) of Regulation D under the Securities Act, are permitted to purchase Shares.
Manner of Offering	<p>The officers and directors of the Company will make offers on a best-efforts basis. The Company reserves the right to reject, at its sole discretion, any subscriptions for investment for any reason or no reason at all.</p> <p>The Offering is conducted pursuant to Rule 506(c) of Regulation D under the Securities Act and other applicable exemptions from the registration and qualification requirements of applicable securities laws. Investors will be required to execute a subscription agreement in substantially the form attached hereto as Exhibit A, which requires an investor, among other things, to make certain representations concerning its status as an “accredited investor,” its investment intent and its knowledge and experience in business and financial matters.</p>



RISK FACTORS

In addition to all other information set out in this document, potential investors in evaluating whether to make an investment in the Company should consider the following specific risk factors carefully. The investment described in this document may not be suitable for all of its recipients. Before making a final decision, investors are advised to consult their investment advisor, bank manager, attorney, accountant, or other independent professional adviser.

You should carefully consider the risks described below and ensure that you have read this document in its entirety before making a decision to invest in the Company.

In addition to the other information contained in this document, the Company believes that the following risk factors are the most significant for potential investors and should be considered carefully in evaluating whether to make an investment in the Company. If any of the risks described in this document actually occurs, the Company may not be able to conduct its business as currently planned and its financial condition, operating results and cash flows could be seriously harmed. The risks listed do not necessarily comprise all those associated with an investment in the Company. Additional risks and uncertainties not presently known to the Company, or which the Company currently deems not as significant as those listed herein, may also have an adverse effect on the Company. In particular, the Company's performance may be affected by changes in market or economic conditions and in legal, regulatory and tax requirements. The risks listed below are not set out in any particular order of priority.

EACH INVESTOR IS HEREBY ADVISED THAT AN INVESTMENT IN THE COMPANY IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE POSSIBLE LOSS OF THE ENTIRE INVESTMENT, AND SUCH INVESTOR SHOULD CAREFULLY READ AND CONSIDER THE FOLLOWING RISK FACTORS AND ALL MATTERS SPECIFIED IN THESE SUBSCRIPTION DOCUMENTS IN DETERMINING WHETHER OR NOT TO INVEST IN THE COMPANY AS SPECIFIED HEREIN. EACH INVESTOR IS FURTHER ADVISED THAT THE FOLLOWING FACTORS ARE NOT AN ALL-INCLUSIVE LIST OF POSSIBLE RISKS INHERENT IN THE OFFERING.

RISKS RELATING TO THE OFFERING

The Offering has not been registered with any securities regulators.

The offer and sale of the Shares pursuant to the Offering have not been and will not be registered under the Securities Act or any State securities act by reason of specific exemption from registration under such acts. Thus, prospective investors cannot rely upon any regulatory agency having reviewed the terms of the Offering, including the nature and amount of compensation, disclosure of risk and the fairness of the terms of the Offering. Accordingly, prospective investors must judge the adequacy of disclosure and fairness of the terms of the Offering on their own, and without the benefit of prior review by any regulatory agency.

Investors in the Offering will experience dilution.

All investors will experience dilution of their ownership interest in the Company upon purchase of additional Shares through this Offering. In addition, investors may experience further dilution if the Company decides to offer shares of its capital stock (or securities convertible into shares of its capital stock) in a subsequent offering.

Because there is no market for the Company's stock, you may not be able to sell your shares.



There is currently no, and there may never be any, secondary market trading in the Shares, and investors' ability to sell their Shares are further limited by transfer restrictions under applicable securities laws and the terms of the subscription agreement. Investors may never be able to sell their Shares or recover any part of your investment, unless the Company conducts a subsequent public offering or a sale of the Company or its assets, none of which things the Company has any current plans to do.

RISKS RELATING TO THE BUSINESS OF THE COMPANY

The Company has a limited operating history.

The company is a development stage company with a limited operating history prior to this offering.

The Company will require further investment.

The Company likely will require additional capital in the future for expansion, its activities and/or business development, whether from equity or debt sources. There can be no guarantee that the necessary funds will be available on a timely basis, on favorable terms, or at all, or that such funds if raised, would be sufficient. If additional funds are raised by issuing equity securities, dilution to the then existing shareholdings may result. If the Company is not able to obtain additional capital on acceptable terms, or at all, it may be forced to curtail or abandon such expansion, activities and/or business development which could adversely impact upon the Company, its business, development, financial condition, operating results or prospects.

There is no guarantee of a return on investment or payment of any dividends.

No assurance can be given that an investor will realize a substantial return on investment, or any return at all, or that an investor will not lose a substantial portion or all of the investment. Further, while a purchaser of preferred shares generally expects to receive preferential dividends, no assurance can be given that the Company will be able to pay any dividends, and it is possible that dividends may not be paid at all. For these reasons, each prospective investor should carefully read this Memorandum and all exhibits attached hereto and should consult with an attorney, accountant, and/or business advisor prior to making any investment decision.

Certain factors may affect future success.

Any continued future success that the Company might enjoy will depend upon many factors including factors beyond our control and/or which cannot be predicted at this time. These factors may include but are not limited to: changes in general economic conditions; changes in the regulatory environment that makes it more difficult to operate as planned; our ability to secure additional financing; and reduced margins caused by competitive pressures. These conditions may have a material adverse effect upon our business, operating results, and financial condition.

We have not retained an independent party to sell the Offering and the failure of our officers to sell the Offering may result in a shortage of operating funds.

Officers of the Company are offering our shares on a "best-efforts" basis. We have not contracted with an underwriter, placement agent, or other person to purchase or sell all, or a portion, of the Shares and there is no assurance that we can sell all or any of the Shares. Further, if we had hired an underwriter, placement agent, or other independent person to sell the Offering, that person would have conducted an independent due diligence examination into our business, but since we have not done so, investors are not able to rely on the results of any such examination.

The Company is reliant on key executives and personnel.

The Company's business, development and prospects are highly dependent upon the continued services and performance of Scott Amaral and Jeff Weiland, the Company's founders, and sole directors. The Company believes that the loss of services of any existing key executives, or failure to attract and retain necessary personnel, could have a material adverse impact on the business, development, financial condition, results of operations and prospects of the Company. The Company does not currently have a plan for replacing any of these key persons. The Company may not have the financial and human resources to succeed if it loses the services of any of its key personnel due to death, disability or other causes.

Tax risks may be present.

No representation or warranty of any kind is made by the Company, the officers, directors, counsel to the Company, or any other professional advisors thereto with respect to any tax consequences of any investment in the Company. Prospective investors are encouraged to seek independent advice from their tax attorneys before making an investment in the Company.

The Company's operating costs may rise.

The Company has budgeted for a wide range of operating costs based on current conditions; but unforeseen issues or conditions could cause operating costs to rise substantially. For example, an increase in employee or independent contractor costs or in other operating costs could cause the Company to be unprofitable and unable to pay dividends or interest.

Revisions to Use of Proceeds may occur.

It is possible that the use of the proceeds will be revised by management. Management will have significant flexibility in applying the net proceeds of this offering within the scope of the business of the Company. The failure of management to apply such funds effectively could have a material adverse effect on the Company's business, prospects, financial condition, and results of operations.

The Company may not successfully manage its growth.

As set out in this document, the Company intends to carry out certain expansion strategies. The Company's growth and future success will be dependent to some extent on the successful completion of the expansion strategies and the sufficiency of demand for the Company's products and services. The execution of the Company's expansion strategies may also place a strain on its managerial, operational and financial reserves. Should the Company fail to implement such expansion strategies or should there be insufficient demand for the Company's products and services, the Company's business operations, financial performance and prospects may be adversely affected.

Litigation may arise.

Legal proceedings, with or without merit, may arise from time to time in the course of the Company's business. The Company cannot preclude litigation being brought against the Company and any litigation brought against the Company could distract management from its business operations, result in costly damages awards, settlement payments or injunctions or otherwise have a material adverse effect on the financial condition, results or operations of the Company.

The Company is subject to ongoing compliance with various laws and regulations.

The Company will be subject to laws in various jurisdictions, including the United States and many other jurisdictions where it may have a business presence. Existing and future legislation, regulation, and actions could cause additional expense, capital expenditure and restrictions and delays in the activities of the Company, the extent of which cannot be predicted. No assurance can be given that new laws, rules and regulations will not be enacted, or existing laws, rules and regulations will not be applied in a manner which could limit or curtail certain of the Company's activities or services. In addition, the Company may have to defend itself against legal proceedings related to its compliance with laws, which could distract management from its business operations, result in costly damages awards, settlement payments or injunctions or otherwise have a material adverse effect on the financial condition, results or operations of the Company.

The Company's officers, directors and key persons will continue to have substantial control over the Company after the Offering.

Officers, directors and key persons hold a vast majority of the voting power of the outstanding shares of the Company's capital stock and will continue to hold such a majority even if the maximum number of Shares is sold in this Offering.

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THE COMPANY

MISSION

Fifty Countries and twelve States have already banned the sale of gasoline powered vehicles by 2035. We believe that battery electric is not a viable, scalable solution to achieving net zero and there's zero possibility of having 100 percent of people driving a BEV. The only way for the world to achieve net zero emissions is through investments in the hydrogen infrastructure. Blue Green Energy is committed to producing zero CO2 emissions through the production of "green" hydrogen. Green hydrogen is made using water and electrolysis. Our mission is to build BG fueling stations across the Country, maximizing returns for our investors, all while doing our part to clean up the environment.

BUSINESS OVERVIEW

The world is transitioning away from fossil fuels. Vehicle manufacturers are committed to producing hydrogen powered cars in the form of both fuel cell electric and internal combustion engines. Honda, Hyundai, and Toyota have been selling fuel cell electric cars running on hydrogen for ten years in California. BMW has three new models of hydrogen powered vehicles and Mercedes has two. In 2026 all EVs coming from General Motors will be fuel cell electric. Cummins has converted their 15-litre diesel to run on hydrogen and Hyzon, Hyundai, Nikola, and Daimler are all selling fuel cell electric class 8 trucks.

Fuel cell electric vehicles do not rely on strip mining for lithium or cobalt, or billions of dollars in government subsidies like battery electric vehicles. More importantly they are not relying on an aging power grid to charge them. This is the glaring problem nobody seems to talk about. States like California want you to buy an EV – just don't charge it during the day.

Fuel cell electric vehicles are simply better than their battery electric counterpart. What they are not – is convenient. There are only a limited number of hydrogen stations in California and Hawaii. Fuel cell electric vehicles cannot simply plug their cars in like a battery electric vehicle. They must go to a station every 400 miles, which is the average range for passenger vehicles, and fill up with hydrogen. Refueling times are like a gasoline powered car, but again there are not enough stations. This is why State and Federal governments are doling out grant money to build the infrastructure. We already know the only way net zero works is with hydrogen, but the only way hydrogen works is with investments in the hydrogen infrastructure. This is where Blue Green Energy Comes in.

We are acquiring property, plant, and equipment. We are building hydrogen production facilities with onsite fueling / travel centers. Our intent is to cover all five shipping routes leaving the ports of Long Beach, CA. Forty percent of all goods coming into the United States arrive in Long Beach. The port of Long Beach has been operating fuel cell electric Mack trucks for ten years and there are plans to move all trucks away from Diesel. In fact, in 2023 CA proposed banning Diesel by 2036 and when they meet with the truck manufactures the truck manufactures put up no fight. Our opinion is that the trucking companies see this as an opportunity to sell new trucks. Additionally, numerous fleet operators are acquiring hydrogen powered trucks, but are being forced to build facilities at their yard to enable local deliveries. Blue Green Energy's issue with this is that without facilities like ours – along the interstate – long haul trucking is impossible.

While we will happily fill hydrogen vehicles at our facility, our emphasis is on the hydrogen trucks. Passenger vehicles hold 5.5 kilograms (KG) of hydrogen, but trucks hold 80 KG. Due to the location of our facility, if we assume we're filling half a tank on average, the 8000 KG of hydrogen that we produce daily is only enough for 200 trucks at half a tank a day.



If we were only doing passenger vehicles that number would be 3,555. There are simply not enough hydrogen passenger vehicles on the road to make that realistic. Trucks are where the moneys at. Thus the emphasis, at least initially, on fueling stations.

Our plan is to develop self-contained hydrogen productions facilities that produce hydrogen from water using electrolysis. Our first facility will include 200 acres of solar panels generating 30 megawatts of energy to produce 8000 kilograms of hydrogen daily. As discussed earlier, that is enough hydrogen for 200 trucks at half a tank daily. Hydrogen sales alone are projected to be \$46M per annum. Once we factor in all other services like restaurant, convenience store sales, battery electric car and truck charging, overnight truck parking, etc. We are looking at an upside potential of each facility more than \$100 million once we factor in both production and investment tax credits. Note that we do not need tax breaks and incentives to have a successful business, but if the money is available, we will take it.

To date, we raised \$1.25 million from investors in our seed round at \$1.00 per share. We have identified three suitable properties to build our facility. This round of financing is for the purchase of property. This round of financing coincides with a crowdfunding round of \$5,000,000 which is at the same \$2.50 per share but available to non-accredited investors. We are conducting this round prior to crowdfunding as we wait on necessary approvals. There will be a total of \$7,500,000 raised at \$2.50 a share for a total of 3,000,000 shares sold. As we acquire assets, and move forward with permitting, zoning, and construction the shares will increase in price.

Due to the size and complexity of this project we have broken the project down into phases. There are three distinct phases to the buildout as well as the expansion, or post IPO phase. We will discuss each in the following section.

Phase I

Phase one is the acquisition of property, permitting, zoning, and regulatory approval. We have already completed our initial seed round, and this is the phase we are in right now. The main use of capital in this raise, along with our concurrent \$5.0M Crowdfunding round, is to acquire property. Once we take possession of the property several things will occur:

- Start the permitting process.
- Install temporary / mobile hydrogen pumps on a temporary pad.
- Apply for California grant money.
- Begin grading, fencing, flood control measures, and general improvements.
- Engage project manager / consultant.
- Solidify bids for all equipment including building contractors and commercial solar installation.
- Hire Domestic architectural firm to finalize building plans and submit for approval.

Phase II

Phase two will begin with the solar installation. We will be installing 30 megawatts of solar covering approximately 200 acres at a cost of \$30,000,000. We will be building six 5MW grids that will be tied together. Doing it this way we don't have to wait until all the capital is raised, we can build out the solar installation as the money comes in reducing the overall time it takes to bring the facility online.

During this phase we will be raising capital through Regulation A+ offerings which are qualified by the SEC and permit non accredited investors. Most of your investments come from your advertising efforts where prospective investors are directed to your website and are tempted by low minimums. Everything is tied into all the payment processors, and you



can purchase shares on your credit card. All transactions go through a broker and funds are deposited into our escrow account monthly. We expect to ramp up our efforts and raise approximately \$5,000,000 monthly. So while this is a big project, with the funding coming in at that level we will be able to move forward quickly.

In addition to the solar installation, during this phase we will:

- Select building contractor.
- Finalize all equipment selection (EV chargers, Electrolyzers, Storage Tanks, Pumps, Storage systems, etc.).

Phase III

Phase three is where we begin building the 35,000 sq ft fueling station / travel center. The facility will include a national, well-known restaurant, a coffee franchise, and a convenience store. The business model is very similar to Bucees where people traveling the roadways stop even if they don't need fuel. We are also installing 16 Level III chargers for Rapid DC charging of battery electric vehicles. We are creating a facility where if you have a hydrogen car or truck you need to stop because we are the only facility. If you have a battery electric car, which there are far more of than fuel cell electric, you don't have to stop at our facility, but you do have to stop in that region. Given the choice between a world class facility with restaurants, coffee shops, and other amenities we're guessing most people will chose to charge their cars at our facility. The day the facility is open to the public is the day we file for IPO.

Post Grand Opening

Thus far we have discussed opening our first facility and the capital requirements to do so. In this section we will discuss our post IPO growth strategy. Blue Green Energy, Inc. intends of filing for IPO once our first facility is open to the public. We anticipate raising enough capital in an underwritten IPO to open four additional facilities covering all shipping routes heading out of the port of Long Beach. This would include I-8, I-10, I-40, I-5, and I-15. Each subsequent facility will be a carbon copy of the first with the same hydrogen production and the same amenities.

We will continue to build these trucks stop / travel centers every 250-300 miles along major shipping routes with the goal of covering the entire United States. Initially we will start west of Colorado, then move east to Texas, and finally move to the east coast.



Mobile Fueling & Charging Units

Once we take possession of the property, we will build a temporary pad and install mobile hydrogen filling units. Going forward we will use these units to expand into new areas while the hydrogen market develops. As of today there are very few manufactures of hydrogen pumps and storage tanks. As such, the equipment is far more expensive than it will be a few years from now. In California, Grant money pays for most of the equipment costs for stations that want to sell hydrogen. However, the average station cost is still \$3,500,000. It makes the most sense to install less expensive mobile units while H2 demand increases, and equipment costs decrease.



Additionally, our plan includes H2 powered Level III rapid DC chargers. Not only are these chargers' 100 percent green but they can also be operated in remote areas not tied to the grid. A big advantage to these units, as the world transitions away from fossil fuels is they can be placed on construction sites, taxi yards, and even placed with trucking companies that are currently purchasing hydrogen trucks. Our Fuel Cell (FC) generators will provide Rapid DC Fast Charging for BEVs at our stations. Our DC Fast Charge stations will provide the maximum charge rate of 350-kw DC service at 500amps for your BEV with no compromise on charging speed due to electric grid or companies power issues.

Hydrogen capacities range from 20 kg to over 1,000 kg per day, dispensed at 350 or 700 bar—that's enough hydrogen to power 32 fuel cell buses for 218 miles, or 1,000 fuel cell cars for 62 miles every day! Modular stacks can be scaled for even higher outputs to service the largest demand. And when used with renewables, there's no carbon footprint.

Charging Times:

Depends on the charging level, the maximum power *output* of the charging station and max power *intake* of your EV. There are 3 levels of chargers:

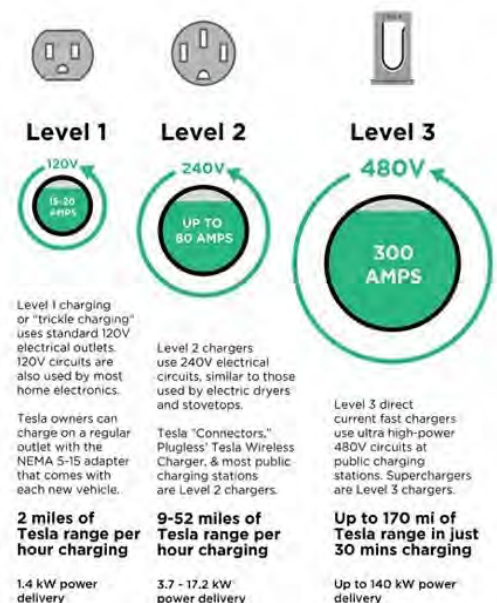
- **Level 1** (120 volt) charging – most homes
- **Level 2** (240 volt) charging – majority of public charging
- **Level 3** (480 volt) Supercharging or DC fast charging very limited

All the above charging stations rely on the public power grid for operation, so these stations are at the mercy of the utility company as far as how much energy/power they can provide at each station.

Our Pure Green Hydrogen Fuel Cell Powered Rapid DC Fast Charging Stations always provide the maximum amount of power as they are self-contained station with a Level 3 output of 350-kw DC service at 500amps, which is more than any public charge station.

Our Charging stations using DC current at high power which allows for fast charging in 30 minutes instead of 6 hours.

**The EV controls the speed of the charging and once charging begins and the battery warms up, EVs typically draw the maximum flow of kilowatts that are available from the charger.*



BG Fueling Stations (not truck stops)

Our plan is to expand the hydrogen infrastructure outside of California. On the west coast Oregon, Washington, New Mexico, and Colorado have all followed suit with California in banning gasoline powered car sales by 2035. It won't be long before Nevada and Utah do the same. Utah is planning to build a green hydrogen power plant, so they are already on the path to net zero. Before long, these states will run out of energy just like California and be forced to invest in the hydrogen infrastructure. Blue Green Energy wants to expand into these states prior to that happening and become the market leader in the hydrogen space.

As discussed previously, hydrogen equipment is expensive. Many companies are not willing to make the financial commitment necessary to install hydrogen pumps. Especially considering that outside of California and Hawaii, no manufactures sell hydrogen vehicles. Blue Green Energy will partner with existing stations to install hydrogen equipment, supply stations with hydrogen, and give these stations a percentage of the revenue. This makes sense for all parties. Companies don't have to take a big financial risk to take advantage of where the future is headed. Even if manufactures stopped producing gasoline powered cars today, it would still take 25 years to replace all the gasoline powered cars on the road. Partnering with Blue Green Energy during this transition is the best path forward.

In addition to partnering with existing facilities Blue Green is also going to build corporate owned facilities and offer franchised opportunities. The end goal is to become a nationally recognized chain operating hundreds of fueling centers and thousands of fueling stations. No different than Shell or Texaco.

Hydrogen Advantages

A lot of our plan is based on the fact that the world is going to continue to push towards net zero emissions. If it were just one state, like California, pushing net zero we could easily ignore them, but it's not. 50 Countries and 12 U.S. states have already banned the sale of gasoline powered cars. Some, like Europe, are as early as 2030 and the rest of the world is 2035. Ignoring the fact that the grid can't handle many more battery electric vehicles there are several advantages outside of the whole green element. The main issue is charging times. Fuel cell electric or the new internal combustion hydrogen engines offer similar fueling times to a gasoline powered vehicle.

Hydrogen and Battery Comparisons

Light Vehicle (Cars)	BEVs	FCEVs
Distance	Under 300 miles	Over 400 miles
Fuel Time from Empty	8-12 Hours	3 -5 Minutes
Energy Type	Battery	Fuel Cell
Weight	2,450 kg (5,400lbs)	1250 kg (2,755lbs)

Heavy transport vehicles, like short-haul and long-haul Hydrogen Fuel Cell Electric Trucks have a great advantage over Battery Trucks.

- Quicker refueling
- Heavier Payloads
- Longer Distances

Heavy Transport (Trucks)	BETs (Class 8)	FCETs (Class 8)
Distance	Under 300 miles	Over 600 miles
Fuel Time from Empty	10-12 Hours	15 -20 Minutes
Energy Type	Battery	Fuel Cell



Our Facility

We are building a self-contained hydrogen production facility to produce 8000 kg of green hydrogen daily. We will generate 30MW of electricity from our 200-acre solar farm to power a 20MW electrolyser. We are also building a 35,000 sq ft travel center with all the amenities a traveler or trucker would want.

Our facility will produce green hydrogen and retail that hydrogen onsite. We will have eight hydrogen pumps for passenger vehicles, eight pumps for class 8 trucks and 16 level III chargers for battery electric vehicles. Blue Green will also have a convenience store, waiting lounge – primarily for those waiting 20-30 minutes to charge their vehicle – a franchised coffee shop, and a franchised restaurant. As much as we are building a hydrogen facility, we are building a recognized destination that travelers will want to stop at whether they have an EV or not. There will be an outdoor area for cooler months that is literally an oasis in the desert.





Relax inside while you wait, have a cup of coffee or a bite to eat.



Architectural concept & design: MJZ



INVESTMENT OFFERING

The Company is offering up to 1,000,000 shares of Series A common stock at a price of \$2.50 per share for an aggregate offering of \$2,500,000. The minimum investment is \$50,000.

Blue Green Energy, Inc. will be conducting a total of four capital raises prior to IPO. This memorandum is our second round of financing and is being conducted in reliance on rule 506(c) of regulation D. This offering is only available to accredited investors. Later rounds of financing will be under a different set of rules and open to non-accredited investors, at a higher price, under regulation A. Funds from this round of financing will be used to secure property and begin the permitting process for producing green hydrogen as well as retailing hydrogen onsite.

THE SECURITIES

General. The Company is offering to sell up to 1,000,000 shares of its Series A Common Stock (the “Shares”) in this offering at a price of \$2.50 per Share.

Voting. On any matter presented to the stockholders of the Corporation for their action or consideration of any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Common Stock shall be entitled to cast the number of votes equal to the number of shares owned. Holders of Series B Common shall cast 10 votes for every one share owned. Preferred shareholders shall vote based on the number of Common shares the preferred in convertible into. Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

Redemption. There is no right of redemption. A holder of the Shares may request redemption in writing to the Company. The board of directors of the Company, at its sole discretion, may redeem such holder’s Shares at an amount equal to the per share purchase price plus any declared but unpaid dividends.

Transferability. The offering of the Shares has not been registered or qualified with the SEC or the securities regulators of any other state or jurisdiction. As a consequence, purchasers of the Shares may not sell, transfer, pledge or otherwise dispose of the Shares unless such sale, transfer, pledge or other disposition is covered by a subsequent registration or qualification under the Securities Act and other applicable securities laws or unless exemptions from the registration and qualification requirements of such laws are available. The Company is not obligated to register or qualify the Shares, and there is currently no public market for the sale of the Shares. Accordingly, it is possible that any purchaser of the Shares will have to bear the economic risk of investment in the Shares indefinitely. In addition, under the subscription agreement for the Shares, (a) until such time as the Company conducts a public offering registered under the Securities Act, the Company will have a right of first refusal with respect to any proposed sale or other transfer of the Shares, excluding certain transfers to family members or for estate planning purposes, and (b) in the event that the Company conducts a public offering registered under the Securities Act, investors may be required to refrain from selling Shares during a six-month “lock up” period following the date of registration. Investors may wish to seek independent legal advice regarding the effect of these restrictions and investment representations on the transferability of the securities.

Dividends. The company has never paid a cash dividend to date on any class or series of stock. Dividends are paid at the discretion of the Company’s board of directors. The Company has no plans in the foreseeable future to pay dividends.



THE BUSINESS MODEL

Blue Green Energy, Inc.'s purpose is to service the electric (BEV) and hydrogen fuel cell (FCEV) vehicle / trucking industry by building an infrastructure of hydrogen plants, fueling stations, travel centers, and delivery systems in the United States. The Company is best described by segmenting operations into the following categories:

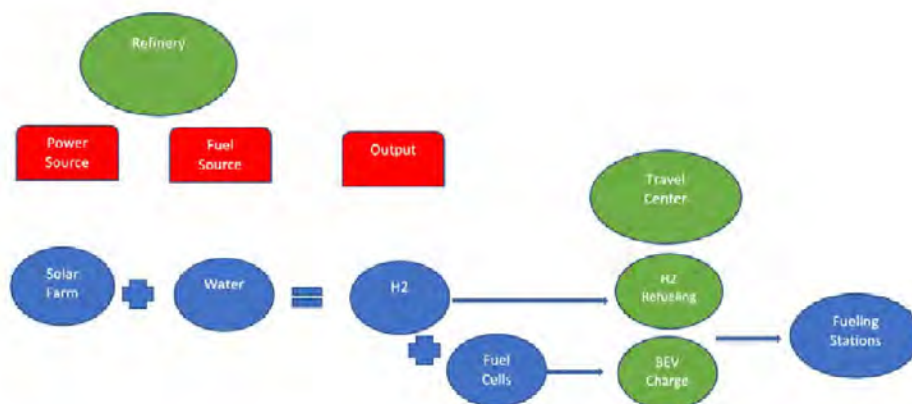
- H2 Refineries
- BG Travel Centers
- BG Fueling Stations
 - Corporate Owned
 - Franchised

Our proposed refinery will be the Nation's first self-contained, 100 percent green facility. 95 percent of the hydrogen produced in the United States is from natural gas which is "dirty." Natural gas is 70-90 percent methane. Methane is a greenhouse gas and according to the EPA it is 25 times more potent than CO2. Even in situations where the power source is green the fuel source is not.

Blue Green Energy's facility will be powered by solar, and we will use electrolysis to extract H2 from water (H2O). Our solar array will provide up to 30MW electricity daily. Any excess power, not used in daily operations will be sold to the grid.

Adjacent to our solar farm and hydrogen production facilities we will have a unique travel center / fueling station that connects southern CA with Las Vegas, NV. Our facility will operate much like existing truck stops or travel centers, but the key difference is we will not offer diesel or gasoline. We will provide cars and trucks with H2 and rapid DC charging utilizing hydrogen fuel cells to provide direct DC power. While hydrogen vehicles have similar fueling times to their gasoline powered counterparts, trucks and battery EVs take approximately 20 minutes for a charge or fill. Our facility will be part travel center, part fueling / charging station, and part roadside attraction. The facility will include national coffee franchises and restaurants, comfortable A/C lounges, truck washes, overnight truck parking, dog parks, and a rest area for the weary traveler.

In the future we intend on building out a network of both corporate owned stationery and mobile fueling stations in urban areas utilizing existing infrastructure. Once the business model is proven we intend on offering franchise opportunities utilizing the Blue Green name, hydrogen sources, and business model. Gasoline and diesel as we know it today is going away and the way we think about gas stations will change along with it. Blue Green Energy, Inc. is at the forefront of this change, and we intend on positioning ourselves as the energy of the future.



CAPITALIZATION

As of the date of this Memorandum, the Company had 8,250,050 shares of Series A common stock outstanding and 5,000,000 shares of Series B common stock issued and outstanding. Series B common stock is super voting and carries 10 votes for every one share.

Officers, Directors and Beneficial Owners. The following chart shows the shares of the Company beneficially owned by its officers, directors, and shareholders who owned greater than 10% of the total outstanding shares of common and preferred stock combined of the Company.

Prior to This \$2.50 Round

<u>Shareholder</u>	<u>Number of shares held</u>	<u>Percentage of shares held</u>
Robert S Amaral	3,500,000	42.24%
Jeffrey A. Weiland	3,500,000	42.24%
Seed Investors	1,250,000	15.15%

Post Capital Raise

Round II @ \$2.50	Shares	Ownership	Founders	Capital Raised	Shares Sold	Price	Shares Outstanding	Valuation Cost basis	Valuation
Robert Amaral	3,500,000	31.11%	Round I	\$ 1,250,000	7,000,000	\$ 1.00	7,000,000	\$ 1.00	\$ 8,250,000
Jeff Weiland	3,500,000	31.11%	Round 2	\$ 7,500,000	1,250,000	\$ 2.50	8,250,000	\$ 2.50	\$ 28,125,000
Investors Round I	1,250,000	11.11%	Round 3	\$ 30,000,000	3,000,000	\$ 5.00	11,250,000	\$ 5.00	\$ 86,250,000
Investors Round II	3,000,000	26.67%	Round 4	\$ 75,000,000	6,000,000	\$ 7.50	17,250,000	\$ 7.50	\$ 204,375,000
Issued & Outstanding	11,250,000	100.00%			10,000,000		27,250,000		
Round III @ \$5.00	Shares	Ownership							
Robert Amaral	3,500,000	20.29%							
Jeff Weiland	3,500,000	20.29%							
Investors Round I	1,250,000	7.25%							
Investors Round II	3,000,000	17.39%							
Investors Round III	6,000,000	34.78%							
Issued & Outstanding	17,250,000	100.00%							
Round IIV @ \$7.50	Shares	Ownership							
Robert Amaral	3,500,000	12.84%							
Jeff Weiland	3,500,000	12.84%							
Investors Round I	1,250,000	4.59%							
Investors Round II	3,000,000	11.01%							
Investors Round III	6,000,000	22.02%							
Investors Round IV	10,000,000	36.70%							
Issued & Outstanding	27,250,000	100.00%							

FINANCING PLAN

Blue Green Energy, Inc. will be conducting a total of four capital raises prior to IPO. This memorandum is our first round of financing and is being conducted in reliance on rule 506(c) of regulation D. This offering is only available to accredited investors. Later rounds of financing will be under a different set of rules and open to non-accredited investors, at a higher price, under regulation A. Funds from this round of financing will be used to position the company for crowdfunding as well as State and Federal grants.

<u>ROUND</u>	<u>AMOUNT</u>	<u>PRICE</u>	<u>PURPOSE</u>
I	\$1,250,000	\$1.00	Working capital /marketing / SEC Filings
II	\$7,500,000	\$2.50	Property / permitting / buildout / design
III	\$30,000,000	\$5.00	Solar Installation
IV	\$75,000,000	\$7.50	Facility Buildout / Grand opening
IPO			

Major expenditures, throughout all rounds is projected as follows:

<u>DESCRIPTION</u>	<u>COST</u>
Acquire Property	\$5,000,000
Permitting	\$500,000
Architectural	\$750,000
30MW Solar Farm	\$30,000,000
Electrolyzer	\$20,000,000
H2 Facility / Travel center Buildout	\$7,500,000
EV Chargers, H2 Pumps, Storage Tanks	\$10,000,000
Furniture / Fixtures (Interior)	\$4,000,000
Property Improvements	\$2,500,000

We wrote this memorandum with the expectation that we would need to complete each round of financing to move Blue Green Energy, Inc. forward, the reality is that it may not be necessary to raise all the capital from investors. We expect that once we acquire our property, we will be able to secure additional funds in the form of State and Federal grants as well as direct investments from companies such as Honda, GM, GE, Cummings, Ford, and Toyota. Major auto manufactures already sell or have plans on selling hydrogen fuel cell vehicles. Manufactures like Toyota are making direct investments into early-stage green companies. Toyota's Venture Fund with current investments can be found here: <https://toyota.ventures>.



In addition to direct investments from vehicle and truck manufactures, we expect to secure a portion of the billions of dollars California is spending on green energy. Blue Green Energy, Inc. is a Nevada Corporation and will continue to maintain facilities in Nevada, however BGE Nevada also owns a CA corporation (also BGE).

California's Zero-Emission Vehicle Market

As of February 2022



Governor Newsom's Climate Investments



California Comeback Plan | Climate and Opportunity



California Blueprint | Climate and Opportunity



January 2022



USE OF PROCEEDS

The Company's estimated proceeds from this Offering are outlined below. Should the Company fail to raise the full amount of the Offering, the Company will allocate the proceeds of the Offering in the approximate ratios described below. The Company reserves the right to amend the use of proceeds to address what the Company's board of directors deems to be in the best interests of the Company.

Property	\$	5,000,000	66.67%
Permitting	\$	500,000	6.67%
Advertising	\$	750,000	10.00%
Legal	\$	75,000	1.00%
Accounting / Auditing	\$	75,000	1.00%
Brokerage Fees	\$	225,000	3.00%
Transaction Fees	\$	100,000	1.33%
Facilities	\$	132,000	1.76%
consulting	\$	250,000	3.33%
working capital	\$	393,000	5.24%
	\$	7,500,000	100.00%

The legal and accounting fees outlined above relate to expenses associated with our concurrent \$5,000,000 crowdfunding offering and filing Reg. A paperwork with the SEC. We have already paid \$30,000 in audit fees for our two-year audit to Bush & Associates. We have also engaged Dalmore Group to act as the broker dealer of record for both our concurrent (with this offering) and future crowdfunding rounds. Their fee was also \$30,000. We intend on filing annual financial and semiannual non audited financials to the SEC and the above cost reflect that.

Dalmore Group charges a brokerage fee of 4.5% of the total amount raised through Reg CF crowdfunding. The amount above is based on a \$5,000,000 capital raise. There are no brokerage fees on this \$2,500,000 round as we are selling it direct. Transaction fees are 2% to cover credit card processing, wire, and ACH fees. Our concurrent \$5,000,000 round along with all future rounds of financing will be conducted under crowdfunding regulations. Instead of calling accredited investors we will be advertising through google pay per click, social media ads, and email marketing. Most firms allocated 10 percent of the capital raise to advertising. Those costs are reflected above.

As discussed in previous sections our project requires multiple rounds of financing, and while not required for this offering memorandum, we feel investors should understand the plan going forward. This \$2,500,000 offering in combination with our \$5,000,000 round will secure property and start the permitting process. We will have two additional rounds of crowdfunding after this bringing in an additional \$105,000,000. The total amount raised through all round of financing is \$113,750,000.

Forecasted use of proceeds, in later rounds is as follows:

Round III			Round IV		
	\$			\$	
	\$	30,000,000		\$	75,000,000
Legal	\$	150,000	0.50%	Legal	\$ 200,000 0.3%
Accounting / Auditing	\$	150,000	0.50%	Accounting / Auditing	\$ 150,000 0.2%
Facilities Lease	\$	138,000	0.46%	Facilities Lease	\$ 138,000 0.2%
Payroll	\$	450,000	1.50%	Payroll	\$ 2,322,000 3.1%
Brokerage fees	\$	450,000	1.50%	Brokerage fees	\$ 750,000 1.0%
Transaction Fees	\$	600,000	2.00%	Transaction Fees	\$ 1,500,000 2.0%
Consulting Fees	\$	500,000	1.67%	Consulting Fees	\$ 750,000 1.0%
Property Improvements	\$	2,500,000	8.33%	Equipment	\$ 10,000,000 13.3%
Architectural	\$	750,000	2.50%	Facility Construction	\$ 7,500,000 10.0%
Solar	\$	20,000,000	66.67%	Solar	\$ 10,000,000 13.3%
Advertising	\$	3,000,000	10.00%	Advertising	\$ 5,625,000 7.5%
Working Capital	\$	1,312,000	4.37%	Electrolyzer	\$ 20,000,000 26.7%
	\$	30,000,000	100.00%	Furniture / Fixtures	\$ 4,000,000 5.3%
				Mobile Units	\$ 2,500,000 3.3%
				Second Property	\$ 4,500,000 6.0%
				Working Capital	\$ 5,065,000 6.8%
					\$ 75,000,000

PROJECTIONS

There are numerous way to forecast the future value of any potential investment. One such way is the Enterprise Value to revenue or EV/R multiple. Because we cannot accurately forecast expenses on a detailed level this model works well to determine what we expect the company to be worth within the next 36 months. We know that energy companies trade at an EV/R multiple of 8-12. In our projections we are going to use the average of 10.

Our facility will have an initial capacity of 8000 kilograms of hydrogen production daily. With an increase in demand we will increase production to 12,000 kilograms daily. These numbers are reflected in phase I and Phase II. 8000 Kg of H2 daily is 2.92 million Kg annually. At the current price of \$16 per Kg this equates to \$46.7M in hydrogen sales. This is enough for 3555 cars or only 200 trucks at half a tank daily. Our convenience store, restaurant, coffee shop, battery electric car and truck services, and all other services are forecasted to generate an additional \$25M per year. Year one is calculated at 50 percent of forecast and assumes a 50% cost of goods sold. Hydrogen production costs are calculated at \$3.50 per Kg and the H2 production tax credit is based on \$3.00 per Kg that the federal government pays for zero Co2 emission hydrogen. Both production and investment tax credits are paid for ten years.

Phase three is post IPO when we expect to raise additional financing in an underwritten IPO. The goal, as previously discussed is to cover all five shipping routes out of Long Beach, CA which is where 40% of all the freight coming into the United States arrives. Long term we anticipate having hundreds of fueling / travel centers and thousands of corner fueling stations including partnerships, corporate owned facilities, and franchised locations. The example below shows what the revenue would look like with 10 fueling/travel centers.

	Phase I	Phase II	Phase III (IPO)	
Facilities	1	1	5	10
Daily H2 production (Kg)	8000	12000	40000	80000
Annual H2 production (Kg)	2,920,000	4,380,000	14,600,000	29,200,000
Annual Hydrogen Production	\$ 46,720,000	\$ 70,080,000	\$ 233,600,000	\$ 467,200,000
Restaurant / C store / Coffee/ BEV Charging	\$ 12,500,000	\$ 25,000,000	\$ 125,000,000	\$ 250,000,000
H2 Production Tax Credit	\$ 8,760,000	\$ 13,140,000	\$ 43,800,000	\$ 87,600,000
Solar Investment Tax credit	\$ 2,500,000	\$ 3,750,000	\$ 12,500,000	\$ 18,750,000
	\$ 76,336,001	\$ 190,834,001	\$ 452,900,005	\$ 852,830,010
Less:				
Hydrogen Production Cost	\$ 10,220,000	\$ 15,330,000	\$ 51,100,000	\$ 102,200,000
Cost of Goods Sold	\$ 6,250,000	\$ 12,500,000	\$ 62,500,000	\$ 125,000,000
Gross Margin	\$ 59,866,001	\$ 163,004,001	\$ 339,300,005	\$ 625,630,010

At this point we don't feel it necessary to determine all costs associated with the facility to determine net profits. At best it would be best guess analysis, at worst is would be highly misleading. We are simply giving prospective investors a glimpse of potential gross revenues associated with our facility and what those numbers would be scaling up.

BG Energy

Using a EV/R multiple range of 8 – 10 we get the following Enterprise Value and corresponding stock price:

	8x	9x	10x
Revenue	\$ 76,336,601	\$ 76,336,601	\$ 76,336,601
EV/R Multiple	\$ 610,692,808	\$ 687,029,409	\$ 763,366,010
Shares Outstanding	27,250,000	27,250,000	27,250,000
Share Price	\$ 22.41	\$ 25.21	\$ 28.01

Upside potential

Shares	20,000	40,000	80,000	100,000
Future Value	\$ 504,200	\$ 1,008,400	\$ 2,016,800	\$ 2,521,000
Less Investment	\$ 50,000	\$ 100,000	\$ 200,000	\$ 250,000
Profit	\$ 454,200	\$ 908,400	\$ 1,816,800	\$ 2,271,000
ROI	908%	908%	908%	908%

The above are forecasts and there can be no assurance that we will attain those numbers. Markets, regulations, and other factors could adversely affect our ability to attract capital and execute our plans. Assuming we are successful and do conduct an IPO raising \$500,000,000 to expand operations and open additional facilities, then based on the above price of \$25.00 a share we would sell an additional 20 million shares. That would increase the fully diluted amount from 27.250 million shares to 47.250 million shares. Using the same methodology as above the potential returns would be as follows:

IPO Capital raised	\$ 500,000,000
Shares Sold	20,000,000
Previous Shares	27,250,000
Shares Fully Diluted	47,250,000

	8x	9x	10x
Revenue	\$ 452,900,005	\$ 452,900,005	\$ 452,900,005
EV/R Multiple	\$ 3,623,200,040	\$ 4,076,100,045	\$ 4,529,000,050
Shares Outstanding	47,250,000	47,250,000	47,250,000
Share Price	\$ 76.68	\$ 86.27	\$ 28.01

Investment	\$ 50,000
Shares	20,000
Valuation	\$ 1,725,333
Less initial Investment	\$ 50,000
Profit	\$ 1,675,333
ROI	3351%



PLAN OF OPERATIONS

Below is a brief description of our planned activities which we expect to commence immediately. The anticipated activities undertaken during the periods set forth below assume that we will be able to attract acceptable financing. If we are unable to attract such financing, then it will materially impair our ability to meet the milestones set forth below, and we will need to scale our business development accordingly. There can be no assurance that we will be able to raise the required funds or any funds at all, to implement our business plan as laid out below.

Phase I – We have raised \$1,250,000 in seed capital to finance the launch of the company and to perform all legal, accounting, auditing, and staffing necessary to position the company for additional tranches of capital. In this phase we are also applying for State and Federal grants, securing bids for machinery and equipment, and developing strategic relationships with key industry players. ****THIS PHASE IS COMPLETED**

Phase II – This is where we are currently. During this phase we will be conducting a \$2,500,000 Reg A offering to accredited investors and a \$5,000,000 round to via crowdfunding once the offering is qualified. The total raise at \$2.50 a share is \$7,500,000 and we will sell up to 3,000,000 shares. We expect our \$5.0M round to launch in 6-8 weeks of this writing. Brokers, accountants, auditors, and legal are already engaged, paid, and moving forward.

Funds received during this period will secure property and start the permitting process for construction on our pilot travel center and solar farm. In the early stages of this round, we will develop a portion of the facility with portable buildings, mobile hydrogen filling, and rapid DC charging. These temporary facilities will open the I-15 corridor between Los Angeles and Las Vegas. Additionally, we intent on opening one or two mobile hydrogen fueling stations in Las Vegas, Nevada. In Southern California there are 63 hydrogen stations providing hydrogen to the 14,000 vehicles sold by Toyota and Hyundai. Additionally, hydrogen trucks operate at the port of Los Angeles through a partnership with Kenworth and Toyota.

- Raise \$7,500,000
- Purchase Property
- Set up Temporary & Mobile Fueling / Charging
- Secure all necessary permits
- Architectural Design
- Solicit bids / Select Trades
- Develop Alliances / Partnerships with key market players

Phase III – In phase three we will be selling 6,000,000 shares of common stock at \$5.00 per share for proceeds of \$30,000,000. In this phase we install four 5MW solar grids at a cost of \$20,000,000 and a total of 20 megawatts. We will be doing all necessary property improvements and preparing for construction of the hydrogen production facility, and the 35,000 sq ft travel center. This assumes that we successfully secured permits in our previous round and selected all trades. A portion of the \$30,000,000 capital raise could potentially be offset by State and Federal grants and strategic partnerships with industry players. This phase is expected to last 6-9 months.

- Begin Buildout of Solar Farm
- Site Preparation
- Fencing / Storage / Office Build
- Finalize Selection of Contractors
- Site Selection for Nevada Mobile Units

Phase IV – We expect phase four to be the final round of private financing. We will be selling 10,000,000 shares of common stock at \$7.50 per share for proceeds of \$75,000,000. Funds will be used to complete the buildout of our solar farm and finish construction of the facility.

- Complete Buildout
- File for IPO

CORPORATE ORGANIZATION

Blue Green Energy, Inc. is organized and incorporated in the State of Nevada with our headquarters located at 4478 Wagon Trail Ave Las Vegas, NV 89118. The Company's articles of incorporation authorize the Company for three classes of stock. 100,000,000 shares of Series A Common with one vote per share, 10,000,000 shares of Series B Common with 10 votes per share, and 5,000,000 shares of Preferred. Blue green Energy, Inc. Blue Green energy, Inc. is also incorporated as a foreign corporation in the State of California. All investments are made through the parent Nevada Entity.

MANAGEMENT

EXECUTIVE OFFICERS

Robert Scott Amaral – Founder / Director

Mr. Amaral, who goes by his middle name Scott, has spent the last 20 plus years structuring Reg D PPMs, raising capital, and taking companies public through reverse mergers and self-filings. Prior to structuring investment deals he was a series 3 commodities broker and a partner in a management consulting firm. Scott received his MBA from Southern Oregon University in 1997. He handles the finance side of the business and is responsible for all capital raises. The overall strategic direction of the corporation and the day-to-day management is a joint effort between founders.

Jeffrey A Weiland – Founder / Director

Mr. Weiland has over 28 years' experience in management, sales and marketing, and product development. Jeff was a Sergeant in the United States Marine Corps and served from 1985-1993 and served in Dessert Storm. Jeff received his Bachelor of Science in Business Management, from the University of Phoenix in 1997. He is responsible for planning, organizing, and implementing actionable plans and oversees all permitting and is responsible to make bold changes that benefits the brand.

BOARD OF DIRECTORS

Presently Blue Green Energy, Inc. does not have an independent board. Jeff Weiland and Scott Amaral are the sole Directors. We expect that as we attract additional investment there will be certain institutions and strategic partners that will negotiate a board seat.

ADVISORY BOARD

We do intend on offering advisory positions to individuals to assist us in executing our business model. While no contracts have been signed, in the early stages, we have identified several individuals to assist us with project management, permitting, licensing, distribution, and franchising of BG fueling stations. We expect that these positions will be compensated with a combination of cash and stock. Both have been accounted for in the use of proceeds and cap table under consulting.

SUMMARY

Blue Green Energy believes that the United States is moving towards and will continue moving towards alternative fuel sources including hydrogen. We believe that in the next ten to twelve years every gas station in the Country will have hydrogen pumps. While we may not see the elimination of petroleum-based fuels in our lifetime that doesn't mean there isn't money to be made by investing in the hydrogen infrastructure right now. The transition to zero emission vehicles will take decades but auto and truck manufacturers are already selling hydrogen vehicles. When Saudi Arabia is building 22 new hydrogen plants and has already inked deals to supply entire countries with hydrogen, we believe the writing is on the wall. Blue Green Energy, Inc. has positioned itself as an early adopter in the hydrogen economy, We believe that we have a highly executable business model capable of becoming a billion-dollar energy company.

Despite our love for the internal combustion engine, cars and trucks are moving away from gasoline and diesel. It is only a matter of time before the sale of pure Internal Combustion Engine (ICE) cars are banned. In the U.K. that's 2030, In California that's 2035, and it is 2050 on a national level. Hybrid / Electric / and fuel cell are the vehicles of the future. The problem with Electric Vehicles (EV) is that they rely on power from an already overloaded grid. There are additional issues with battery recharge times, the weight of batteries, and the recycling of batteries. At present battery electric is not seen as a viable option for class 8 trucks. With their limited range, long recharging times, and reduced cargo capacity due to the additional battery weight – fuel cells are a better option. The lack of hydrogen fueling stations is what is limiting the adoption of the technology. Toyota and Hyundai sell H2 vehicles primarily in California. In addition to tax credits, Toyota offers a \$25,000 rebate and \$15,000 in hydrogen. It's a great deal - just don't try to drive your hydrogen car to Las Vegas. You'll make it here, but you won't make it back.

Blue Green Energy is solving this problem by building a hydrogen refinery and filling station between Los Angeles and Las Vegas. Our facility will be the first in the U.S. to manufacture 100 percent green hydrogen using renewable energy sources. Our facility includes 30-megawatt solar farm spanning 200 acres and over 100,000 panels. We will extract hydrogen from water using electrolysis. While this process requires a significant amount of power, we will have capacity of 8000 kilograms of hydrogen daily generating \$46 million per year. We will be a zero-emission facility unlike 95% of the hydrogen in the United States that is made from "dirty" natural gas. Commercial solar installations at scale average \$0.80 to \$1.01 per watt putting our build cost at \$30,000,000.

We have identified three suitable locations between Las Vegas and Los Angeles to build a hydrogen refinery and fueling station - BGE will use its hydrogen fuel cells to generate electricity for rapid DC charging of electric vehicles. Unlike current charging stations that are installed at current gas stations, hotel parking lots, and shopping centers BG fueling, and travel centers will be built specifically to accommodate the time it takes to recharge a vehicle or to fill a truck with hydrogen. All our facilities will offer a comfortable waiting area out of the elements. Most facilities will have a convenience store and certain facilities will incorporate national food and coffee chains.

To execute our business model and to raise the additional funds required to bring our facility online, we are selling up to 3,000,000 shares of Series A Common Stock at a price of \$2.50 per share with a \$50,000 minimum investment. Our offering is being made in reliance to Rule 506(c) of regulation D and is being made to accredited investors only. Shares are offered on a best-efforts basis, and we reserve the right to reject any subscription from prospective investors for any reason.

We will be conducting a concurrent \$5,000,000 crowdfunding offering. Combined we will sell up to 3,000,000 shares of common stock at \$2.50 a share for total proceeds of \$7,500,000. Funds from this round will be used to acquire property and start the permitting process. After this offering there will be two more rounds of financing between \$5.00 and \$7.50 a share for a total of an additional \$105,000,000. Total capital raised through all rounds is expected to be \$113,500,000 with 27,250,000 shares issued and outstanding.

We believe that Blue Green Energy, Inc. will capitalize on what's Goldman Sachs is calling the next trillion-dollar industry by producing, distributing, and retailing hydrogen.



INVESTOR ELIGIBILITY

Only investors who are “accredited investors”, as defined in Rule 501(a) under the Securities Act, are permitted to purchase Shares in this Offering. Pursuant to Rule 501(a), “accredited investors” include persons who meet any of the following criteria:

- a) An executive officer or manager of the Company.
- b) An investor who is a natural person who had individual income in excess of \$200,000 in each of the two most recent years (exclusive of any income attributable to a spouse), or who had joint income with the investor’s spouse in excess of \$300,000 in each of those years, and who reasonably expects to reach the same income level in the current year.
- c) An investor who is a natural person whose net worth at the time of purchase of the Shares, or joint net worth with the investor’s spouse, excluding the value of a primary residence, exceeds \$1,000,000.
- d) An investor that is a self-directed IRA or other self-directed employee benefit plan within the meaning of ERISA, with investment decisions made solely by persons who are accredited investors.
- e) An investor that is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in the Shares.
- f) An investor that is an exempt organization under Section 501(c)(3) of the Internal Revenue Code, a corporation, business trust or partnership not formed for the specific purpose of acquiring the Shares, in each case with total assets in excess of \$5,000,000.
- g) An investor that is a bank or savings and loan association, a registered broker-dealer, insurance company, registered investment company, private business development company or small business development company.
- h) An employee benefit plan under ERISA if the investment decisions are made by a plan fiduciary which is a bank, savings and loan association, insurance company or registered investment advisor.
- i) An investor that is a partnership, corporation or other entity all of whose equity owners are accredited investors.
- j) An investor who otherwise qualifies as an accredited investor under Rule 501 of Regulation D.

Prior to the Company’s acceptance of an investor’s subscription, the investor must execute and deliver to the Company a subscription agreement in the form attached hereto as Exhibit A, with such modifications thereto as may be required by the Company in its sole discretion and provide to the Company any supporting documentation required thereby. Among other things, the subscription agreement will require the investor to represent that it is an “accredited investor” as defined in Rule 501(a) under the Securities Act. The investor will need third party verification of accredited investor status.

HOW TO SUBSCRIBE

Review this Memorandum, including all exhibits. Complete and sign the Series A Common Stock Purchase Agreement that is Exhibit A of this document, with such modifications thereto as may be required by the Company in its sole discretion and provide to the Company any supporting documentation required thereby. Complete Investor Suitability Questionnaire, which is attached hereto as Exhibit B.

(Note: If the investor is an entity, the Series A Common Stock Purchase Agreement must be signed by an individual authorized to bind the investor.)

Send the Subscription Agreement to:

Blue Green Energy, Inc.

Attn: Scott Amaral

4478 Wagon Trail Ave

Las Vegas NV 89118

Or electronically to Amaral@BGenergyinc.com

If your investment is accepted, the Company will email you a copy of your Series A Common Stock Purchase Agreement, signed on behalf of the Company. Important: Your investment has not been accepted until your Series A Common Stock Purchase Agreement is counter-signed and returned to you by the Company. The Company reserves the right to reject any prospective investment, in whole or in part, for any reason.

Your investment is due within 5 days of signing the Series A Stock Purchase Agreement. If you do not hear from the Company within 3 days of sending in your Series A Common Stock Purchase Agreement, please contact Scott Amaral at (702) 361-3188 or Amaral@BGenergyinc.com to make sure it was received.

If your Series A Preferred Stock Purchase Agreement is not accepted or accepted but for a lesser amount than you have indicated in your Series A Preferred Stock Purchase Agreement, you will be notified, and any excess funds beyond the amount as to which your Series A Preferred Stock Purchase Agreement was accepted, will be refunded to you.

The Company, in its sole discretion, reserves the right to require other documents or to refuse or reduce any subscription for any reason or no reason without liability to the subscriber.

Checks should be made payable to **"Blue Green Energy, Inc."**

To Transfer via Wire:

Beneficiary Bank:	JPMORGAN CHASE BANK, N.A.
Routing Number:	021000021
Account:	979491955
Beneficiary:	Blue Green Energy, Inc.
Beneficiary Address:	4478 Wagon Trail Ave Las Vegas NV 89118
Phone:	702-361-3188



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.



B|G 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



EXHIBIT B

Accredited Investor Questionnaire

BLUE GREEN ENERGY, INC.,

a Nevada corporation

In connection with my "**Purchase Agreement**," of the **Series A Common Stock** offered by **BLUE GREEN ENERGY, INC.** a Nevada corporation (the "Company"), I hereby represent and warrant to, and covenant with, the Company as follows:

1. I am an Accredited Investor, as defined in Rule 501 of Regulation D, as follows (check and initial applicable line):

Initial 1 Initial 2

- _____ **A.** Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered pursuant to the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration pursuant to Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- _____ **B.** Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- _____ **C.** Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or Company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.00;
- _____ **D.** Any director, executive officer, manager, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, manager or general partner of a general partner or manager of that issuer;
- _____ **E.** Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000 (the value of a natural person's primary residence is not included in the calculation of that net worth);



_____ **F.** Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000.00 in each of those years and has a reasonable expectation of having the same income amount in the current year;

_____ **G.** Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii);
or

_____ **H.** Any entity in which all of the equity owners are accredited investors.

2. The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Investor:

_____ Date: _____, 2024

Signature

