

## **EXHIBIT A**

### **SERIES A COMMON STOCK PURCHASE AGREEMENT**

This Series A Common Stock Purchase Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2026 (the “Effective Date”), by and between Blue Green Energy, Inc., a Nevada corporation (the “Company”), and the undersigned purchaser identified below (the “Purchaser”).

The Company and the Purchaser hereby agree as follows:

---

#### **1. PURCHASE AND SALE**

##### **1.1 Agreement to Purchase**

Subject to the terms and conditions of this Agreement, the Company agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the number of shares of the Company’s Series A Common Stock, par value \$0.001 per share (the “Shares”), at a purchase price of \$2.50 per Share, for an aggregate purchase price equal to the number of Shares multiplied by the per-share price (the “Purchase Price”).

The Shares are offered pursuant to an offering conducted in reliance on Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”).

##### **1.2 Closing; Acceptance**

The closing of the purchase and sale of the Shares (the “Closing”) shall occur on such date as determined by the Company upon acceptance of this Agreement (the “Closing Date”). No subscription shall be deemed accepted, and Purchaser shall have no rights as a shareholder, unless and until this Agreement has been countersigned by the Company.

Upon acceptance, the Company shall issue the Shares to Purchaser by book-entry or certificate, at the Company’s election, against receipt of the Purchase Price by wire transfer, check, or other method acceptable to the Company.

---

#### **2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to Purchaser that:

2.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

2.2 Authority. The execution and delivery of this Agreement and the issuance of the Shares have been duly authorized by all necessary corporate action.

2.3 Securities Law Compliance. Assuming the accuracy of Purchaser’s representations, the offer and sale of the Shares are exempt from registration under the Securities Act and applicable state securities laws.

### **3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

Purchaser represents and warrants to the Company as follows:

#### **3.1 Authority**

Purchaser has full legal capacity and authority to execute this Agreement. If Purchaser is an entity, the undersigned has full authority to bind Purchaser.

#### **3.2 Investment Intent**

Purchaser is acquiring the Shares for investment purposes only, for Purchaser's own account, and not with a view to resale or distribution in violation of applicable securities laws.

#### **3.3 Information and Sophistication**

Purchaser has received and carefully reviewed the Company's Private Placement Memorandum (the "Memorandum"), has had the opportunity to ask questions, and has such knowledge and experience in financial and business matters as to evaluate the merits and risks of the investment.

#### **3.4 Risk Acknowledgment**

Purchaser understands that the investment involves a high degree of risk, including the possible loss of the entire investment, and that the Shares are illiquid and may have to be held indefinitely.

#### **3.5 Accredited Investor Status (Rule 506(c))**

Purchaser is an "accredited investor" as defined in Rule 501(a) of Regulation D and has identified in Exhibit B the specific basis upon which such status is claimed.

Purchaser acknowledges that the Offering is conducted pursuant to Rule 506(c) and agrees that the Company may take reasonable steps to verify accredited investor status, including reliance on Purchaser representations, documentation, or third-party verification, as permitted by law.

#### **3.6 Transfer Restrictions**

Purchaser understands that the Shares are restricted securities, have not been registered, and may not be transferred except pursuant to registration or an available exemption.

#### **3.7 Tax Matters**

Purchaser has consulted independent tax advisors and is not relying on the Company for tax advice.

### **3.8 Accuracy; Indemnification**

All information provided by Purchaser is true and complete in all material respects. Purchaser agrees to indemnify the Company against losses arising from any breach of these representations.

---

## **4. TRANSFER RESTRICTIONS**

### **4.1 Restrictions**

The Shares may not be sold, transferred, pledged, or otherwise disposed of except in compliance with this Agreement and applicable securities laws.

### **4.2 Legends**

The Shares shall bear restrictive legends reflecting their unregistered status.

### **4.3 Right of First Refusal**

Prior to any transfer, the Company shall have a right of first refusal on the terms offered to a proposed transferee, subject to customary family and estate planning exceptions.

### **4.4 Lock-Up**

If requested in connection with a registered public offering, Purchaser agrees to customary 180-day lock-up restrictions, subject to FINRA rules.

---

## **5. MISCELLANEOUS**

5.1 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

5.3 Assignment. Purchaser may not assign without Company consent.

5.4 Severability. Invalid provisions shall not affect the remainder.

5.5 Electronic Delivery and Execution. Electronic delivery and signatures are permitted.

5.6 Survival. Representations and warranties survive execution.

---

## SUBSCRIPTION DETAILS

Dollar Amount Subscribed: \$ \_\_\_\_\_

Number of Shares: \_\_\_\_\_

## REGISTRATION / VESTING INFORMATION

Subscriber Name(s): \_\_\_\_\_

SS or Tax ID: \_\_\_\_\_

Residence Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

## MANNER IN WHICH TITLE IS TO BE HELD

(Please initial all that apply)

Initial	Title Holding
_____	Individual
_____	Husband & Wife – Community Property
_____	Joint Tenancy with Right of Survivorship*
_____	Tenants in Common*
_____	Trust* (Documents attached)
_____	Partnership* (Documents attached)
_____	Corporation / Fund** (Documents attached)
_____	IRA
_____	Other (describe): _____

\* Initials of all parties required

\*\* In the case of a fund, list all partners or members

## **PURCHASER SIGNATURE**

BY SIGNING THIS AGREEMENT, PURCHASER AGREES TO PURCHASE THE SHARES DESCRIBED HEREIN, SUBJECT TO ACCEPTANCE BY THE COMPANY.

I declare under penalty of perjury that the foregoing information is true and correct.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title (if entity):** \_\_\_\_\_

**Date:** \_\_\_\_\_, 2026

---

## **COMPANY ACCEPTANCE**

Subscription Accepted:

**BLUE GREEN ENERGY, INC.**

4478 Wagon Trail Avenue

Las Vegas, Nevada 89118

By: **Robert S. Amaral**

Title: Chief Executive Officer

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 2026

## EXHIBIT B

### INVESTOR SUITABILITY & ACCREDITED INVESTOR QUESTIONNAIRE

This Questionnaire is submitted in connection with the purchase of Series A Common Stock of Blue Green Energy, Inc.

---

#### 1. Investor Information

**Name:** \_\_\_\_\_

**Entity Type (if applicable):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

---

#### 2. Accredited Investor Status

(Check **all** that apply)

- ☐ I am a natural person with individual income exceeding \$200,000 in each of the two most recent years, or joint income exceeding \$300,000, with a reasonable expectation of reaching the same level this year.
- ☐ I am a natural person with individual or joint net worth exceeding \$1,000,000, excluding my primary residence.
- ☐ I am an executive officer or director of the Company.
- ☐ I am an entity with total assets exceeding \$5,000,000, not formed for the purpose of acquiring the Shares.
- ☐ I am an entity in which all equity owners are accredited investors.
- ☐ I am a trust with assets exceeding \$5,000,000, directed by a sophisticated person.
- ☐ Other (specify): \_\_\_\_\_

---

#### 3. Investment Experience

- ☐ I have prior experience investing in private placements.
- ☐ I understand the risks associated with illiquid securities.
- ☐ I am capable of bearing the economic risk of a total loss.

---

#### 4. Verification Acknowledgment (Rule 506(c))

I understand that this Offering is conducted pursuant to **Rule 506(c)** and that the Company is required to take reasonable steps to verify accredited investor status. I agree to provide additional information or documentation if reasonably requested.

---

#### 5. Representations

I certify that:

- The information provided herein is **true and complete**;
  - I am purchasing for **investment purposes only**;
  - I have reviewed the Private Placement Memorandum in full;
  - I am not relying on the Company for legal, tax, or investment advice.
- 

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Date:** \_\_\_\_\_, 2026