

Exhibit A

SUBSCRIPTION DOCUMENTS

**EPE Partners, Incorporated
A California Corporation**

800,000 Shares (\$2.50 per Share)

Minimum Investment: 2,000 Shares (\$5,000.00)

Instructions for Subscription

To complete your subscription for shares of **EPE Partners Inc.**, please follow the steps below:

Execute the Subscription Agreement

Complete and sign the Subscription Agreement electronically through **DocuSign**.

Submit Subscription Funds

After executing the Subscription Agreement, deliver your subscription funds using any of the following methods:

Website Payment: Payment may be submitted through the secure payment section on the website **epedocs.com** using a **credit card, debit card, or online bank transfer**.

Bank Wire

JP Morgan Chase
Account # 612 638 368
Routing # 021 000 021
270 Park Ave, New York, New York 10017

ACH

JP Morgan Chase
Account # 612 638 368
Routing #322 271 627

EPE Partners, Inc.

SEND CHECK TO 16809 Bellflower Blvd., Suite 551, Bellflower, Ca 90706

Completion of Subscription

Your subscription will be considered complete once the **Subscription Agreement has been executed and the subscription funds have been received by EPE Partners Inc.**

EPE PARTNERS, INC.

SUBSCRIPTION AGREEMENT

Name of Investor _____
(Print)

EPE Partners, Inc.

16809 Bellflower Blvd. Suite 551
Bellflower, Ca 90706

15303 Ventura Blvd. 9th Floor
Sherman Oaks, CA 91403

Gentlemen,

1. *Subscription:* The undersigned hereby tenders this subscription and applies to purchase the number of Shares in EPE Partners, Inc. (the “Company”) indicated below, pursuant to the terms of this Subscription Agreement. The undersigned further sets forth statements upon which you may rely to determine the suitability of the undersigned to purchase the Shares. The undersigned understands that the Shares are being offered pursuant to the Confidential Private Placement Memorandum, and its exhibits (the “Memorandum”). In connection with this subscription, the undersigned represents and warrants that the personal, business and financial information contained in the Purchaser Questionnaire is complete and accurate, and presents a true statement of the undersigned’s financial condition.
2. *Representations and Understandings:* The undersigned hereby makes the following representations, warranties and agreements and confirms the following understandings:
 - (i) The undersigned is acquiring the Shares for investment purposes, for the undersigned’s own account only, with no intention or view to distributing the Shares or any participation or interest therein.
 - (ii) The undersigned has received a copy of the Memorandum, has reviewed it carefully, and has had an opportunity to question representatives of the Company and obtain such additional information concerning the Company as the undersigned requested.

- (iii) The undersigned has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto, or the undersigned has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto.
- (iv) The undersigned has evaluated the risks of this investment in the Company, including those risks particularly described in the Memorandum, and has determined that the investment is suitable for him/her. The undersigned has adequate financial resources for an investment of this character, and at this time he/she could bear a possible loss of his/her investment. The undersigned understands that any projections in the Memorandum are mere estimates and may not reflect the actual results of the Company's operations.
- (v) The undersigned, if **non-accredited**, (i) has a net worth (exclusive of home, home furnishings and automobiles) of at least \$50,000 and an annual gross income of at least \$50,000, or (ii) has a net worth (exclusive of home, home furnishings and automobiles) of at least \$200,000, or (iii) is the beneficiary of a fiduciary account, or if the fiduciary of the account or other party is the donor of funds used by the fiduciary account to make this investment, then such donor, who meets the requirements of either (i) or (ii) above.
- (vi) The undersigned understands that the Shares are not being registered under the 1933 Act on the ground that the issuance thereof is exempt under Section 4(2) of the 1933 Act and Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving any public offering, and that reliance on such exemptions is predicated in part on the truth and accuracy of the undersigned's representations and warranties, and those of the other purchasers of Shares.
- (vii) The undersigned understands that the Shares are not being registered under the securities laws of certain states on the basis that the issuance thereof is exempt as an offer and sale not involving a public offering in such state. The undersigned understands that reliance on such exemptions is predicated in part on the truth and accuracy of the undersigned's representations and warranties and those of other purchasers of Shares.

The undersigned covenants not to sell, transfer or otherwise dispose of a Share unless such Share has been registered under the applicable state securities laws or an exemption from registration is available.

- (viii) The undersigned is able to bear the economic risk of his/her investment for an indefinite period of time. The undersigned has been advised and is aware that, (i) there currently is no public market for the Shares, (ii) the Shares have not been registered under the 1933 Act or state law and therefore cannot be sold unless they are subsequently registered under the 1933 Act and applicable state law or an exemption from such registration is available, (iii) buy-out requests requires 30 days advance notification, and are subject to the approval of management, and (iv) a notation in the appropriate records of the Company will be made with respect to any restrictions on transfer of Shares.
- (ix) All contacts and contracts between the undersigned and the Company regarding the offer and sale to him/her of Shares have been made within the state indicated below his/her signature on the signature page of this Subscription Agreement and the undersigned is a resident of such state.
- (x) The undersigned has relied solely upon the Memorandum and independent investigations made by him/her or his/her purchaser representative with respect of the Shares subscribed for herein and no oral or written representations beyond the Memorandum have been made to the undersigned.
- (xi) The undersigned agrees not to transfer or assign this subscription or any interest therein.
- (xii) The undersigned hereby acknowledges and agrees that except as may be specifically provided herein, the undersigned is not entitled to withdraw, terminate or revoke this subscription.
- (xiii) If the undersigned is a partnership, corporation, or trust, it has been duly formed, validly exists, has full power and authority to make this investment, and has not been formed for the specific purpose of investing in the Shares. This Subscription Agreement and all other documents executed in connection with this subscription for Shares are valid, binding and enforceable agreements of the undersigned.

- (xiv) The undersigned meets any additional suitability standards and/or financial requirements which may be required in the jurisdiction in which he/she resides, or is purchasing in a fiduciary capacity for a person or account meeting such suitability standards and/or financial requirements, and he/she is not a minor.
 - (xv) The undersigned has a pre-existing business relationship with the Company, and/or officer, director, employee referring party or consultant to the Company and was not solicited pursuant to any form of public advertisement or general solicitation.
3. *Indemnification:* The undersigned hereby agrees to indemnify and hold harmless the Company and all of its affiliates, attorneys, accountants, employees, officers, directors, shareholders and agents from any liability, claims, costs, damages, losses or expenses incurred or sustained by them as a result of the undersigned's representations and warranties herein being untrue or inaccurate or because of a breach of this agreement by the undersigned.
 4. *Taxpayer Identification Number/Backup Withholding Certification:* Unless a subscriber indicates to the contrary on the Subscription Agreement, he/she will certify that his/her taxpayer identification number is correct and if not a corporation, IRA, Keogh, or Qualified Trust (as to which there would be no withholding), he/she is not subject to backup withholding on interest or dividends. If the subscriber does not provide a taxpayer identification number certified to be correct or does not make the certification that the subscriber is not subject to backup withholding, then the subscriber may be subject to twenty percent (20%) withholding on interest or dividends paid to the holder of the Shares.
 5. *Governing Law:* This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any action hereunder shall be in the appropriate forum in the County of Los Angeles, State of California.

The undersigned has (have) executed this Subscription and Power of Attorney on this _____ Day of _____, at _____ am/pm.

X _____
Signature (1)

X _____
Signature (2)

Print Name

Print Name

SSN or Tax I.D. Number

SSN or Tax I.D. Number

Street Address

Street Address

City, State and Zip Code

City, State and Zip Code

Number of Shares..... _____

Dollar Amount of Shares (at \$2.50 per share)..... _____

MANNER IN WHICH TITLE IS TO BE HELD

- Community Property*
- Joint Tenancy with
- Right of Survivorship*
- I. R.A
- Pension or Profit Sharing Plan
- Corporate or Partnership**
- Trust or fiduciary capacity
(Trust documents must accompany this form.)
- Other (please indicate.) _____

- Individual Property
- Separate Property
- Tenants-in-Entirety*
- Tenants-in-Common*
- Keogh plan
- Fiduciary for a minor

* Signature of all parties required.
** In the case of partnership, state names of all partners.

SUBSCRIPTION ACCEPTANCE

By _____
EPE Partners, Incorporated

PURCHASER QUESTIONNAIRE

EPE Partners. Inc.

16809 Bellflower Blvd., Suite 551,
Bellflower, Ca 90706

15303 Ventura Blvd. 9th Floor
Sherman Oaks, CA 91403

Gentlemen,

The following information is furnished to you in order for you to determine whether the undersigned is qualified to purchase shares of preferred stock (the "Stock") in the above referenced company pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Act"), Rule 506 of Regulation D promulgated thereunder, and appropriate provisions of applicable state securities laws. I understand that you will rely upon the following information for purposes of such determination, and that the Shares will not be registered under the Act in reliance upon the exemption from registration provided by Section 4(2) of the Act, Rule 506 of Regulation D, and appropriate provisions of applicable state securities laws.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, I agree that you may present this questionnaire to such parties as you deem appropriate if called upon to establish that the proposed offer and sale of the Shares is exempt from registration under the Act or meets the requirements of applicable state securities laws.

I hereby provide you with the following representations and information.

1. Name _____

2. Residence Address & Telephone

3. Mailing Address

4. Employer and Position _____
 5. Employer Address _____
 6. Business or Professional Education / Degree _____

7. Prior Employment
 EMPLOYER _____ DATES OF EMPLOYMENT _____

8. Prior Investments of Purchaser

	Amount (Cumulative)		
Capital Stock	Up to	\$50,000 to	Over
None _____	\$50,000 _____	\$250,000 _____	\$250,000 _____
Bonds	Up to	\$50,000 to	Over
None _____	\$50,000 _____	\$250,000 _____	\$250,000 _____
Other	Up to	\$50,000 to	Over
None _____	\$50,000 _____	\$250,000 _____	\$250,000 _____

9. Based on the definition of an “Accredited Investor” which appears below, I am an Accredited Investor.

Initial
 _____ Yes No _____

I understand that the representations contained in this section are made for the purpose of qualifying me as an accredited investor as the term is defined by the Securities and Exchange Commission for the purpose of selling securities to me.

If yes, I am an Accredited Investor because I fall within one of the following categories:

A natural person whose individual net worth or joint net worth with that person’s spouse at the time of his/her purchase exceeds \$1,000,000.

A natural person who had an individual income in excess of \$200,000 in each of the two most recent years and who reasonably expects an income in excess of \$200,000 in the current year.

My spouse and I have had joint income for the most two recent years in excess of \$300,000 and we expect our joint income to be in excess of \$300,000 for the current year.

Any organization described in Section 501(C) (3) of the Internal Revenue Code or any corporation, Massachusetts Business Trust, or partnership not formed for the specific purpose of acquiring the securities offered with total assets in excess of \$5,000,000.

A bank as defined in Section 3(a)(2) of the Securities Act whether acting in its individual or fiduciary capacity, insurance company as defined in Section 2(12) of the Securities Act, investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(1)(48) of that Act or Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small business Investment Act of 1958.

An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 if the investment decision is to be made by a plan fiduciary as defined in Section 3(21) of such Act which is either a bank, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000.

An entity in which all of the equity owners are Accredited Investors under the above paragraph.

10. *Financial Information*

- a. My net worth (exclusive of home, home furnishing and personal automobiles) is \$ _____
- b. My net worth including home, home furnishings and personal automobiles is \$ _____
- c. My gross income during the preceding two years:
2024 \$ _____
2025 \$ _____
- d. My anticipated gross income in 2026 is \$ _____.
- e. (1) I have such knowledge and experience in financial, tax and business matters that I am capable of utilizing the information made available to me in connection with the offering of the shares to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect to the shares. I do not desire to utilize a Purchaser Representative in connection with evaluating such merits and risks. I understand however, that the Company may request that I use a Purchaser Representative.
_____ Initial here
- (2) I intend to use the services of the following named person(s) as Purchaser Representative(s) in connection with evaluating the merits and risks of an investment in the Shares and hereby appoint such person(s) to act as my Purchaser Representative(s) in connection with my proposed purchase of Shares.
_____ Initial here

List name(s) of Purchaser Representative(s), if applicable.

11. Except as indicated below, any purchases of the Shares will be solely for my account and not for the account of any other person or with a view to any resale or distribution thereof.
12. I represent to you that the information contained herein is complete and accurate and may be relied upon by you. I understand that a false representation may constitute a violation of law and that any person who suffers damage as a result of a false representation may have a claim against me for damages. I will notify you immediately of any material change in any of such information occurring prior to the closing of the purchase of Shares, if any, by me.

Name (Please Print.)

X _____
Signature

Executed at _____
City State

On this ____ Day of _____, 2026

FOR BROKER-DEALER USE ONLY

Name of Broker-Dealer Firm _____

Name of Registered Representative _____ **RR #** _____

Address of Firm _____

Telephone Number _____