

## Supplemental Disclosure for Change of Control Events

### **BlueFire Equipment, Corp.**

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The goal of this disclosure is to provide information with respect to a company's Change of Control event. Please address each of the below items to the best of the company's ability and to the extent they are applicable to the company's Change of Control event.

### **Disclosure of Change in Control and Other Material Events:**

1. A description of event(s) and relevant date(s) resulting in the Change in Control.<sup>1</sup>

The Unwinding Mutual Release Agreement with April 4, 2023, merger (see attached below) transitioning to September 27, 2023, new merger (see attached below)

2. The name(s) of person(s) who acquired control and person(s) from whom control was assumed. For corporations or other business entities, please provide the name(s) of person(s) beneficially owning or controlling such corporations or entities.<sup>2</sup>

90% Screaming Eagle Partner, LLC assumed control from Fairfield Global, LLC.

3. The name(s) of person(s) that participated in, assisted in, organized, or brokered the transaction between the purchaser and seller, resulting in the Change in Control (if applicable).

None

4. A description of assets acquired or disposed of in connection with the Change in Control and the names of the purchaser and seller of such assets (if applicable).

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<sup>1</sup> A "Change in Control" shall mean any events resulting in:

- i. Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities;
- ii. The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;
- iii. A change in the composition of the Board occurring within a two (2)-year period, as a result of which fewer than a majority of the directors are directors immediately prior to such change; or
- iv. The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

<sup>2</sup> See, Securities Exchange Act Rule 13d-3 for determination of "beneficial owner."

Sun Industrial Group, LLC was disposed and 90% of Screaming Eagle Partners, LLC was acquired (see attached executed Combination Agreement).

5. Amount and form (e.g., cash, equity securities, promissory note) of consideration paid in connection with the Change in Control.

45,000,000 shares of the Company's Series A Preferred Stock and 810,000 of the Company's Series B Preferred Stock.

6. A description of any material agreements or other events related to the Change in Control.

The attached Unwind and Mutual Release Agreement dated June 22, 2023, and the attached Combination Agreement dated September 27, 2023.

**Certification:**

9/27/2023 [Date]

/s/Nickolas S. Tabraue [Officer Signature]

(Digital Signatures should appear as "/s/ [OFFICER NAME]")

## UNWIND AGREEMENT AND MUTUAL RELEASE

This Unwind Agreement and Mutual Release is by and among BlueFire Equipment, corporation ("BLFR"), Sun Industrial Group Holdings, LLC., a Louisiana Limited Liability Company ("SIG") owned by Fairfield Global, LLC., a Florida Limited Liability Company (the "Member"), (each hereinafter referred to as a "Party" and collectively referred to as the "Parties").

### RECITALS

**WHEREAS**, on or about April 4, 2023 the Parties executed a Business Combination Agreement, as listed in Schedule 1 and attached hereto for the exchange of shares between BLFR and the SIG owner and the acquisition of SIG by BLFR.

**WHEREAS** pursuant to the Agreements, SIG's owner tendered stock powers to Candy Patel, representing all of the issued and outstanding SIG stock to BLFR (the "SIG Shares") subject to a retained and perfected security interest, and, in exchange, BLFR's 900,000 shares of Series B Preferred Stock and 1,000,000 shares of Series A Preferred Stock in book format at the transfer agent of BLFR Stock to the SIG Owner (the "BLFR Shares").

**WHEREAS** the Parties desire to unwind and rescind the Agreements such that BLFR relinquishes any claim to SIG and to the SIG Shares, the SIG Owner surrenders and relinquishes any claim to all of the BLFR shares, and all director BLFR intents to either SIG or BLFR are rescinded, such that each of the Agreements as signed is now null and void.

**WHEREAS**, to accomplish the unwinding of the Business Combination Agreement and subject to the terms and conditions below, BLFR desires to return to the SIG Owner and the SIG Owner desires to take back all of the SIG shares in exchange for the SIG Owner return of the BLFR Shares to BLFR:

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Defined Terms.** All defined terms used herein and in the Agreements not otherwise defined will have the same meaning as set forth in the Share Exchange Agreement.
3. **Termination of Agreement.** The Agreements providing for the exchange of shares between BLFR and the SIG Shareholders and the acquisition of SIG by BLFR are terminated pursuant to this Unwind Agreement and Mutual Release.
4. **Unwind.**
  - 4.1. Approval of Unwind.



4.1.1. The BLFR Board of Directors and the requisite BLFR Shareholders, if necessary, have approved this Unwind Agreement and Mutual Release and the transactions contemplated hereby, on or before the Closing Date.

4.1.2. The SIG Board of Directors and the requisite SIG Shareholders, if necessary, have approved this Unwind Agreement and Mutual Release, and the transactions contemplated hereby on or before the Closing Date.

4.2. The Unwind. In accordance with the provisions of this Unwind Agreement and Mutual Release on the Closing Date (as defined below),

4.2.1. ***Delivery of Stock Cancellation Requests with Medallion Guaranteed Stock Powers.*** The SIG Shareholders and or their assigns shall deliver to BLFR their notarized instructions to IssuerDirect Stock Transfer to return to BLFR the BLFR Shares issued to them constituting all of the BLFR common stock owned by the SIG Shareholders and their assigns, along with medallion guaranteed stock powers.

4.2.2. ***Delivery of Consent to Destroy Stock Powers.*** BLFR shall deliver to Josph Profit, the holder of the SIG Shareholders' stock powers, its consent to destroy stock powers purportedly transferring or assigning SIG stock to BLFR, constituting all of the SIG common stock pledged to BLFR and its assigns, including the rights to any warrants, earn out shares or other form of equity.

#### **4.3. No Further Ownership Rights.**

4.3.1. From and after the Closing Date, the SIG's Owner shall cease to have any rights with respect to BLFR, the BLFR Shares, including the rights to any warrants, earn out shares or other form of equity, and any of BLFR's (and its Affiliates') properties.

4.3.2. From and after the Closing Date, BLFR and its Affiliates shall cease to have any rights with respect to SIG, the SIG Shares, including the rights to any warrants, earn out shares or other form of equity, and any of SIG's (and its Affiliates') properties.

4.4.3. Any employment agreements included in the Agreements shall be rescinded.

#### **5. Transactions Related to the Unwind.**

5.1. **Mutual Release.** Each Party on behalf of itself and its respective partners, agents, assigns, heirs, officers, directors, employees executors, and attorneys ("Affiliates") hereby forever and finally releases, relieves, acquits, absolves and discharges the other party and their Affiliates from any and all losses, claims, debts, liabilities, demands, obligations, promises, acts, omissions, agreements, costs and expenses, damages, injuries, suits, actions and causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, that they may have against the other party and their Affiliates, including without limitation claims for indemnification, based upon, related to, or by reason of any matter, cause, fact, act or omission occurring or arising at any moment out of the Agreements.



5.1.1. Each party acknowledges that this mutual release does not constitute any admission of liability whatsoever on the part of any of the undersigned.

**5.2. Non-Disparagement.** Each Party on behalf hereby agrees of itself and its respective partners, agents, assigns, heirs, officers, directors, employees executors, and attorneys ("Affiliates") that neither Party will make any statement that is disparaging about the others, any of its officers, directors, shareholders, or employees including, but not limited to, any statement that disparages the products, services, finances, financial condition, capabilities or other aspect of the business of BLFR or SIG. Each Party further agrees that they will not engage in any conduct that is intended to inflict harm upon the professional or personal reputation of the BLFR and SIG or any of their respective officers, directors, shareholders or employees. Each Party hereby agrees that each Party or any of their officers, directors, or shareholders, will not make any statement that is disparaging about the any other Party. Each Party and their officers, directors, or shareholders further agree that they and their officers will not engage in any conduct that is intended to inflict harm upon the professional or personal reputation of any other Party.

**5.3. Indemnification.** Each Party shall defend, indemnify, and hold the other harmless from and against any and all losses, damages, liabilities and expenses (including penalties and attorneys' fees) which are incurred or suffered by or imposed upon another Party arising out of or relating to (i) any failure or breach by the Party to perform any of its covenants, agreements or obligations under this Unwind Agreement and Mutual Release, or (ii) any inaccuracy or incompleteness of any of the representations and warranties of the Party contained in this Agreement or in any Exhibit delivered in connection with this Unwind Agreement and Mutual Release.

**5.5. Expenses.** Since the date of the Agreements and through the date of Closing, the Parties have incurred and may yet incur various expenses, costs and fees, such as legal and accounting fees and other costs and expenses associated with the Agreements, subsequent operations, and the Unwind Agreement and Mutual Release. The Parties hereby agree that each party shall be responsible for SIG for their own expenses, costs, and fees and shall not look to any other party for reimbursement or payment of said expenses, costs, and fees.

**6. Closing.** The Closing shall be on June [], 2023, (the "Closing Date") at which time the deliveries provided for herein shall be made. If no deliveries need be made, the closing shall occur upon execution of this Unwind Agreement and Mutual Release.

**6.1. Closing; Closing Date.** The Parties to this Unwind Agreement and Mutual Release shall cause this Unwind Agreement and Mutual Release to become effective and consummate the other transactions contemplated by this Unwind Agreement and Mutual Release on the Closing Date, unless such date is extended by the requirements of law or the mutual agreement of the Parties. This Unwind Agreement and Mutual Release shall become effective when executed and delivered by all of the parties hereto.



**6.2. BLFR Closing Actions.** At the Closing, BLFR shall deliver or cause to be delivered to the SIG's Owner the following fully executed documents and/or shall take the following actions at the Closing, all of such actions being deemed to occur simultaneously:

**6.3. SIG and SIG Shareholders Closing Actions.** At the Closing, the SIG and SIG's Owner and each of them shall deliver or cause to be delivered to BLFR the following documents and/or shall take the following actions at the Closing, all of such actions being deemed to occur simultaneously:

**6.4. Other Actions.**

6.4.1. Each of the Parties to this Unwind Agreement and Mutual Release shall have otherwise executed whatever documents and agreements, provided whatever consents or approvals and shall have taken all such other actions as are required under this Unwind Agreement and Mutual Release.

6.4.2. Each of the Parties hereto agree that no public or private announcement of this transaction shall be made, without the mutual written consent and agreement of the Parties hereto. This provision may be enforceable by equitable means by any party hereto, and each of the Parties hereto consents to injunctive or other such equitable relief to enforce the provisions hereof.

6.4.3. Upon receiving content approval from SIG, the Parties agree that BLFR will upload a Supplemental Disclosure with OTC Markets within four (4) days of the date first above written reporting this Unwind Agreement and Mutual Release and any announcement referenced in Section 6.4.2 above.

**6.5. Status.** The Parties agree that they are being returned to their status and position as they existed before the closing and that there shall be no obligations on the part of any of the Parties hereto.

**7. REPRESENTATIONS AND WARRANTIES OF BLFR**

7.1. BLFR hereby makes the following representations and warranties.

**7.1.1. Organization and Qualification.** BLFR is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite corporate power and authority to carry on its business as now conducted. BLFR is duly qualified to transact business and is in good standing in each jurisdiction in which the nature of its business or the character of its properties requires such qualification. BLFR is a C Corporation for income tax purposes. No action has been taken to revoke BLFR's C Corporation election.

**7.1.2. Authorization; Validity and Effect of Agreement.** BLFR has the requisite corporate power and authority to execute, deliver and perform its obligations under this Unwind Agreement and Mutual Release and to consummate this Unwind Agreement and Mutual Release. The execution and delivery of this Unwind Agreement and Mutual Release by BLFR and the performance by BLFR of its obligations hereunder and the consummation of the Unwind have





been duly authorized by its board of directors and its shareholders and all other necessary company action on the part of BLFR has been taken and no other company proceedings on the part of BLFR are necessary to authorize this Unwind Agreement and Mutual Release and this Unwind Agreement and Mutual Release. This Unwind Agreement and Mutual Release has been duly and validly executed and delivered by BLFR and, assuming that it has been duly authorized, executed and delivered by the other Parties hereto, constitutes a legal, valid and binding obligation of BLFR, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether SIG ordered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

**7.1.3. No Conflict; Required Filings and Consents.** Neither the execution and delivery of this Unwind Agreement and Mutual Release by BLFR nor the performance by BLFR of its obligations hereunder, nor the consummation of the Unwind pursuant to the terms of the Unwind, shall conflict with BLFR certificate or articles of incorporation or bylaw; shall violate any statute, law, ordinance, rule or regulation applicable to BLFR, or any of its assets or properties; shall violate, breach, be in conflict with or constitute a default under any Material Contract or any order, judgment or decree to which BLFR is a party or by which BLFR, or any of its respective assets or properties is bound or encumbered.

**7.1.4. Filing of Required Reports.** To the best of BLFR's knowledge, BLFR has filed with all appropriate governmental and regulatory agencies all forms, reports, schedules, statements and other documents required to be filed by it under applicable law, rule or regulation.

**7.1.5. Security Agreements.** BLFR represents and warrants that there has been no assignment or transfer of or giving of a security interest in or encumbrance upon any interest in any claim which it or its Affiliates may have against SIG, SIG's Owner or upon any asset of SIG.

**7.1.6. Review.** BLFR represents that it has: (i) has carefully read this Unwind Agreement and Mutual Release; (ii) knows the contents of this Unwind Agreement and Mutual Release; (iii) has had the advice of counsel of such party's choosing in connection with the subject matter hereof, and the advice thereof is reflected in the provisions of this Unwind Agreement and Mutual Release; and (iv) has not been influenced to any extent whatsoever in doing so by any other Party or by any other person or entity, except for those representations, statements and promises expressly set forth herein.

**7.1.7. Information and Statements.** No representation or warranty made by or on behalf of the BLFR under the Unwind Agreement and Mutual Release contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements so made, in light of the circumstances under which they are made, not misleading.

**7.1.8. Cooperation on Tax Matters.** BLFR agrees to furnish or cause to be furnished to the other Parties upon request as promptly as practicable such information (including access to books and records) and information and assistance relating to the Agreements as is reasonably necessary for the filing of any tax or information return, for the preparation of any tax audit, and

for the prosecution or defense of any claim, suit or proceeding relating to any proposed tax adjustment.

## **8. REPRESENTATIONS AND WARRANTIES OF THE SIG OWNER**

8.1. Each of the SIG Shareholders hereby makes the following representations and warranties:

8.1.1. **Authority and Qualification.** Each of the SIG Shareholders has the power and authority to enter into this Unwind Agreement and Mutual Release.

8.1.2. **Authorization; Validity and Effect of Agreement.** This Unwind Agreement and Mutual Release has been duly and validly executed and delivered by the SIG Shareholders and, assuming that it has been duly authorized, executed and delivered by the other Parties hereto, constitutes a legal, valid and binding obligation of the SIG Shareholders, in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether SIG ordered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

8.1.3. **No Conflict; Required Filings and Consents.** Neither the execution and delivery of this Unwind Agreement and Mutual Release by any of the SIG Shareholders of their obligations hereunder, nor the consummation of the Unwind:

8.1.3.1. shall conflict with any other agreement to which they are a party; shall violate any statute, law, ordinance, rule or regulation, applicable to any of them; or shall violate, breach, be in conflict with or constitute a default under any Material Contract or any order, judgment or decree to which any SIG Shareholder is a party or by which it or any of its assets or properties is bound or encumbered.

8.1.4. **Security Agreements.** SIG and SIG Shareholders represent and warrant that there has been no assignment or transfer of or giving of a security interest in or encumbrance upon any interest in any claim which they may have against any other Party or upon any BLFR asset.

8.1.5. **Review.** SIG and the SIG shareholders represent that such party: (i) has carefully read this Unwind Agreement and Mutual Release; (ii) knows the contents of this Unwind Agreement and Mutual Release; (iii) has had the advice of counsel of such party's choosing in connection with the subject matter hereof, and the advice thereof is reflected in the provisions of this Unwind Agreement and Mutual Release; and (iv) has not been influenced to any extent whatsoever in doing so by any other Party or by any other person or entity, except for those representations, statements and promises expressly set forth herein.

8.1.6. **Information and Statements.** No representation or warranty made by or on behalf of SIG or the SIG Shareholders under the Unwind Agreement and Mutual Release contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements so made, in light of the circumstances under which they are made, not misleading.



**8.1.7. Cooperation on Tax Matters.** SIG agrees to furnish or cause to be furnished to the other Parties upon request as promptly as practicable such information (including access to books and records) and information and assistance relating to the Agreements as is reasonably necessary for the filing of any tax or information return, for the preparation of any tax audit, and for the prosecution or defense of any claim, suit or proceeding relating to any proposed tax adjustment.

## **9. CONDITIONS TO CONSUMMATION OF THE UNWIND**

**9.1. Conditions to Obligations of BLFR.** The obligations of BLFR to consummate the Unwind shall be subject to the fulfillment by the SIG Shareholders or otherwise, or written waiver by BLFR, at or prior to the Closing, of each of the following conditions:

9.1.1. The representations and warranties of the SIG Shareholders set out in this Unwind Agreement and Mutual Release shall be true and correct in all material respects at and as of the time of the Closing as though such representations and warranties were made at and as of such time;

9.1.2. The SIG Shareholders shall have performed and complied in all material respects with all covenants, conditions, obligations and agreements required by this Unwind Agreement and Mutual Release to be performed or complied with on or prior to the Closing Date;

9.1.4. SIG's Owner shall have executed and caused to be delivered to BLFR the Mutual Confidential Non-disclosure Agreement described in Section 5.1.

**9.2. Conditions to Obligations of the SIG Shareholders.** The obligations of the SIG Shareholders to consummate the Unwind shall be subject to the fulfillment by BLFR, or written waiver by the SIG Shareholders, at or prior to the Closing, of each of the following conditions:

9.2.1. The representations and warranties of BLFR set out in this Unwind Agreement and Mutual Release shall be true and correct in all material respects at and as of the time of the Closing as though such representations and warranties were made at and as of such time;

9.2.2. BLFR shall have performed and complied in all material respects with all covenants, conditions, obligations and agreements required by this Unwind Agreement and Mutual Release to be performed or complied with by BLFR on or prior to the Closing Date.

9.2.3. BLFR shall have caused to be delivered to the SIG's Owner the Consent to Destroy Stock Powers described in Section 4.1.1.

9.2.4. BLFR shall have executed and caused to be delivered to SIG's Owner the Mutual Confidential Non-disclosure Agreement described in Section 5.1.

**9.3. Other Conditions to Obligations of the Parties.** The obligations of Parties hereto to consummate the Unwind shall be subject to the fulfillment, or written waiver by each of BLFR and the SIG Shareholders, at or prior to the Closing, of each of the following conditions:

9.3.1. All director, shareholder, lender, lessor and other Parties' consents and approvals, as well as all filings with, and all necessary consents or approvals of, all federal, state and local governmental authorities and agencies, as are required under this Unwind Agreement and Mutual Release, applicable law or any applicable contract or agreement (other than as contemplated by this Unwind Agreement and Mutual Release) to complete the Unwind shall have been secured; and

9.3.2. No statute, rule, regulation, executive order, decree, preliminary or permanent injunction, or restraining order shall have been enacted, entered, promulgated or enforced by any Governmental Authority that prohibits or restricts the consummation of the Unwind.

## **10. TERMINATION**

**10.1. Termination.** This Unwind Agreement and Mutual Release may be terminated at any time prior to the Closing as follows:

10.1.1. by mutual consent of BLFR and the SIG Shareholders;

10.1.2. by BLFR upon written notice to each of the SIG Shareholders if any of the conditions to the Closing set forth in Sections 9.1 or 9.3 shall have become incapable of fulfillment and shall not have been waived in writing by BLFR; or

10.1.3. by the SIG Shareholders upon written notice to BLFR if any of the conditions to the Closing set forth in Sections 9.2 or 9.3 shall have become incapable of fulfillment and shall not have been waived in writing by the SIG Shareholders.

**10.2. Procedures and Effect of Termination.** In the event of termination of this Unwind Agreement and Mutual Release pursuant to Section 10.1 hereof, written notice thereof shall forthwith be given by the terminating party to the other party, and, except as set forth below, this Unwind Agreement and Mutual Release shall terminate and be void and have no effect and the Unwind shall be abandoned without any further action by the Parties hereto. If this Unwind Agreement and Mutual Release is terminated as provided herein:

10.2.1. each party hereto shall redeliver, and shall cause its agents (including, without limitation, attorneys and accountants) to redeliver, all documents, work papers and other material of each party hereto relating to the Unwind, whether obtained before or after the date hereof; and

10.2.2. each party agrees that all Confidential Information received by BLFR on the one hand or the SIG Shareholders, on the other hand, with respect to the other party, this Unwind Agreement and Mutual Release or the Unwind shall be kept confidential notwithstanding the termination of this Unwind Agreement and Mutual Release except as required by law.

## **11. MISCELLANEOUS.**

**11.1. Entire Agreement.** This Unwind Agreement and Mutual Release and the documents referred to herein constitute the entire agreement between the Parties hereto pertaining to the



subject matter hereof, and any and all other written or oral agreements existing between the Parties hereto are expressly canceled. This Unwind Agreement and Mutual Release and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Unwind Agreement and Mutual Release and their successors and assigns. The Parties have voluntarily agreed to define their rights, liabilities, and obligations respecting the Agreements exclusively in contract pursuant to the express terms and provisions of this Unwind Agreement and Mutual Release and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Unwind Agreement and Mutual Release.

**11.2. Amendment and Modifications.** This Unwind Agreement and Mutual Release may not be amended, modified or supplemented except by an instrument or instruments in writing signed by the party against whom enforcement of any such amendment, modification or supplement is sought.

**11.3. Successors and Assigns.** This Unwind Agreement and Mutual Release shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that no party hereto may assign its rights or delegate its obligations under this Unwind Agreement and Mutual Release without the express prior written consent of the other party hereto. Except as provided in this Article 11, nothing in this Unwind Agreement and Mutual Release is intended to confer upon any person not a party hereto (and their successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Unwind Agreement and Mutual Release.

**11.4. Survival of Representations, Warranties and Covenants.** The representations and warranties contained herein shall survive the Closing. All covenants and agreements contained herein which by their terms contemplate actions following the Closing shall survive the Closing and remain in full force and effect in accordance with their terms. All other covenants and agreements contained herein shall not survive the Closing and shall thereupon terminate.

**11.5. Binding Effect.** Except as may be otherwise provided herein, this Unwind Agreement and Mutual Release will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Unwind Agreement and Mutual Release nor any of the rights or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties. Except as otherwise specifically provided in this Unwind Agreement and Mutual Release, nothing in this Unwind Agreement and Mutual Release is intended or will be construed to confer on any person other than the Parties hereto any rights or benefits hereunder.

**11.6. Headings.** The headings in this Unwind Agreement and Mutual Release are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Unwind Agreement and Mutual Release.

**11.7. Counterparts.** This Unwind Agreement and Mutual Release may be executed in multiple counterparts, each of which will be deemed an original, and all of which together will constitute one and the same document. Any signature page delivered by a fax machine, telecopy machine or electronic mail shall be binding to the same extent as an original signature page, with regard to



any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original signed counterpart to any party which requests it.

**11.8. Governing Law; Venue.** This Unwind Agreement and Mutual Release shall be governed by and construed in accordance with the domestic laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Colorado. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Unwind Agreement and Mutual Release may be brought against any of the Parties in the courts of the State of Florida, County of Miami, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

**11.9. Waivers.** Compliance with the provisions of this Unwind Agreement and Mutual Release may be waived only by a written instrument specifically referring to this Unwind Agreement and Mutual Release and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, will be construed as a waiver, and no single or partial exercise of a right will preclude any other or further exercise of that or any other right.

**11.10. Pronouns.** The use of a particular pronoun herein will not be restrictive as to gender or number but will be interpreted in all cases as the context may require.

**11.11. Joint Preparation.** This Unwind Agreement and Mutual Release has been jointly prepared by the Parties and the provisions hereof will not be construed more strictly against one party than another as a result of its participation in such preparation. Each party has consulted such legal, financial, technical or other expert it deems necessary or desirable before entering into this Unwind Agreement and Mutual Release. Each party warrants that it has read, knows, understands and agrees with the terms and conditions of this Unwind Agreement and Mutual Release.

**11.12. Time Periods.** Any action required hereunder to be taken within a certain number of days will be taken within that number of calendar days unless otherwise provided; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken will be automatically extended to the next business day.

**11.13. Modification.** Any term of this Unwind Agreement and Mutual Release may be amended with the written consent of SIG, BLFR and the SIG Owner.

**11.14. Severability.** If one or more provisions of this Unwind Agreement and Mutual Release are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Unwind Agreement and Mutual Release and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.





**11.15. Public Announcements.** Prior to Closing, any public announcement or similar publicity with respect to this Unwind Agreement and Mutual Release or the contemplated transactions will be issued, if at all, at such time and in such manner as BLFR and SIG mutually agree, and if after the Closing only as determined by BLFR and SIG. Prior to Closing, unless mutually agreed by the BLFR and SIG in advance or required by legal requirements, the Parties shall keep this Unwind Agreement and Mutual Release strictly confidential and may not make any disclosure of this Unwind Agreement and Mutual Release to any Person. BLFR and SIG will consult and agree with each other concerning the means by which the SIG's employees, customers, and suppliers and others having dealings with the SIG will be informed of the contemplated transactions if prior to Closing, and both Parties will have the right to be present for any such communication if prior to Closing.

IN WITNESS WHEREOF, the Parties hereto have executed this Unwind Agreement and Mutual Release on as of the date first above written.

		<b>BlueFire Equipment, Corp.</b>
	By:	
	Its:	Interim CEO, Chief Compliance Officer, and director of the Board of Directors
		<b>BlueFire Equipment, Corp.</b>
	By:	
	Its:	Majority Shareholder
		<b>Sun Industrial Group Holdings, LLC.</b>
	By:	
	Its:	CEO and Managing Member

## BUSINESS COMBINATION AGREEMENT

The BUSINESS COMBINATION AGREEMENT (the “Agreement”) has been made and entered into effect as of this 27<sup>th</sup> day of September 2023, by and among BlueFire Equipment Corp., a Colorado corporation (the “Buyer”) Screaming Eagle Partners, LLC., a Limited Liability Company (“Target”), and the members of Target as set forth on Schedule 1 attached hereto (the “Members,” each a “Member” and together with the Company and the Target the “Parties” and each a “Party”).

### RECITALS

**WHEREAS**, the Members own all of the issued and outstanding membership interests (the “Membership Interests”) of Target.

**WHEREAS**, upon the terms and subject to the conditions of this Agreement and in accordance with the Colorado General Corporation Law (the “CGCL”), the Colorado Business Corporation Act, and Section 351 of the United States Internal Revenue Code of 1986, as amended (the “IRC”), the Parties intend to enter into a certain share exchange transaction whereby the Buyer will acquire 90% of the Membership Interests in the Target owned by the Members and the Members will receive the amount of shares of the Buyer’s Series A Preferred Stock (the “Series A Shares”) and Series B Preferred B Stock (the “Series B Shares” and together with the Series A Shares, the “Buyer Stock”) set forth herein as consideration for the exchange.

**WHEREAS**, the Parties intend for the share exchange transaction to be structured as a tax free exchange of equity interests, whereby Target will become a wholly owned subsidiary of the Buyer; however, the Parties specifically reserve the right to alter or amend the technical structure of the transactions contemplated herein and to make such changes as may be necessary or desirable in order to eliminate or minimize any negative tax effects to the Target Parties; and the Parties will work together in good faith to make any such changes, if necessary. Notwithstanding anything to contrary herein, in the event that the transitions, as structured, or as later reported would create a significant tax burden on Target’s Members, their respective family members, heirs, successors, assigns, companies, affiliates, etc., the share exchange and other transitions shall be deemed void and here on effective immediately thereafter to be reformed and modified first, to give effect to the business acquisition described herein on Target’s Members, their family members, heirs, successors, assigns, companies, and affiliates.

**WHEREAS**, the board of managers of Target (i) has determined that the Agreement (as defined in Section 1.1. below) is in the best interest of Target and its Members; (ii) has approved this Agreement and the transactions contemplated hereby (collectively, the “Transactions”); (iii) has adopted a resolution declaring this Agreement advisable; and (iv) has determined to recommend approval of this Agreement by, and directing that this Agreement be submitted to a vote by the Members of the Target and received their unanimous consent; and

**WHEREAS**, the board of directors of the Buyer (i) has determined that the Agreement is consistent with and in furtherance of the long-term business strategy of the Buyer and is fair to, and in the best interests of, the Buyer and its shareholders; (ii) has approved this Agreement; (iii) has adopted a resolution declaring the Agreement advisable; and (iv) has approved the issuance or delivery of certain shares of the Buyer Stock, pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **The Exchange of Shares and Membership**

#### **1.1 The Exchange of Shares and Membership Interests**

Subject to the terms and conditions of this Agreement:

##### ***(a) Issuance of Buyer Shares***

The Buyer shall issue or deliver to Members, pro rata in accordance with their Sharing Percentages (as set forth opposite such Member's name on Scheule 1), certificates of representing (i) 90% of the 1,000,000 authorized shares of Series A Shares and (ii) 90% of the 900,000 authorized Series B Shares, and

(b) *Transfer of Target Shares*

Each Member that is a party to this Agreement agrees to deliver to the Buyer duly endorsed certificate(s) or, if such Membership Interests are not represented by a physical certificate, a membership interest transfer power, representing all (100%) of such Member's Membership Interests of Target, (the "Membership Certificate(s)"), and any other documentation as may be required to transfer the Membership Certificate(s) to the Buyer or in the event that such Member does not possess or is otherwise not able to locate the such Member's Membership Certificates representing 100% of such Member's Membership Interests, then Member shall deliver an executed and notarized affidavit of lost, stolen or destroyed Membership Certificate.

1.2 Effects of the Share Exchange

On or as soon after the Closing of the Transaction contemplated by this Agreement:

(a) *Corporate Status of Target*

Target shall be a subsidiary of the Buyer, with Buyer owning ninety percent (90%) of Target's Membership Interests;

(b) *Issuance of the Buyer Shares*

Target's Members that are a party to this Agreement shall collectively hold all of the authorized, issued and outstanding shares of Buyer's Series A Shares as well as owning eighty-five percent (85%) of Buyer's 900,0000 authorized Series B Shares;

(c) *Board Representation*

Immediately following the Closing, a Chairman of Buyer's Board of Directors shall be elected by a vote of a majority of the holders of Series A Shares. The persons set forth on Schedule 3 shall constitute the Board of Directors until their resignation or their successors have been duly appointed.

(d) *Executive Representation*

Nickolas S. Tabraue will continue his roles as Interim Chief Executive Officer (Interim CEO), Chief Compliance Officer (CCO) and Chief Investor Relations (CIR), and Matthew Goldston will be appointed as Chief Financial Officer (CFO).

2.1 Interpretation

(a) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(b) The terms "hereof", "herein" and "herewith" and words of similar import shall unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) When a reference is made in this Agreement to an Article, Section, Paragraph, Exhibit or Schedule, such reference is to an Article, Section, Paragraph, Exhibit or Schedule to this Agreement unless otherwise specified.

(d) The word “include”, “includes”, and “including” when used in this Agreement shall be deemed to be followed by the words “without limitation”, unless otherwise specified.

(e) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s predecessors, successors and permitted assigns.

(f) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder.

(g) The Parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

(h) All accounting terms used and not defined herein shall have the respective meanings given to them under GAAP.

2.2 **Seller’s Right to Unwind After Closing.** In the event that Buyer or any of Buyer’s creditors as they exist prior to Closing, seek to satisfy any of Buyer’s liabilities with the Target, or the assets or things of value of the Target, or they otherwise seek or attempt to place a security interest on, seize, levy, garnish, attach, place a lien on, initiate a sale of or otherwise gain possession and control of the Target and/or any of the assets of the Target by any process, including but not limited to, any voluntary or involuntary petition in bankruptcy against Buyer and/or the Target, an assignment for the benefit of creditors, a charging order of the Buyer and either or the Target, as they exist at the time of the creditor’s attempted action(s) with respect to the Target or the assets of the Target, then the Target shall have the right to terminate this Agreement and receive and regain good title, free from any liens, or encumbrances of any kind and any encumbrance or security interest shall be void ab initio, in the event that the Target elects to terminate this agreement, the Target shall return any of the shares of Buyer’s preferred stock it has received.

### **The Exchange of Shares and Membership Interests**

#### 3.1 **Representation and Warranties of the Target and the Members.**

The Target and each of the Members, severally and not jointly, makes the following representations and warranties to the Buyer:

3.2 **Recitals.** The recitals, as they apply to the Target and the Members in the preamble to this Agreement are true and correct and are hereby incorporated in this Agreement by reference.

3.3 **Title and Authority of Members.** Member has good and marketable title to the Membership Interests held by such Member on the books of the Target, free from all liens, claims, and encumbrances. Each Member has the unfettered right, power, and authority to transfer all of such Member’s Membership Interests pursuant to this Agreement. Delivery of the Membership Interests to the Buyer, as contemplated by this Agreement, will vest unencumbered title to the Membership Interests in the Buyer.

3.4 **Organization.** The Target is a limited liability company organized, validly existing, and in good standing under the laws of the State of Delaware.

3.5 **Capitalization.** The Membership Interests of the Target is reflected in the preamble above and all Membership Interests are owned beneficially and of record by the Members. The Target does not have any contracts or agreements containing any profit participation features, Membership Interest appreciation rights or phantom Membership Interest options, or similar agreements that allow anyone to participate in the equity or profits of the Target. No Membership Interests are reserved for issuance and there are no outstanding options, claims, contracts, agreements, convertible or exchangeable securities or other commitments, contingent or otherwise, relating to the Membership Interests of the Target or pursuant to which is or may become obligated to issue or exchange any of their Membership Units. The Target is not subject to any obligations or contracts or agreements (contingent or otherwise) to repurchase or otherwise



acquire or retire any Membership Interests or any options. All of the Membership Interests of the Target are validly issued, fully paid and non-assessable, as set forth above. There are no contracts or other agreements between the Target and any other person or entity that are binding with respect to the voting, transfer, encumbrance of any Membership Interests or options to acquire Membership Units that are exchangeable or convertible into Membership Units or with respect to any aspect go the Target's governance, dividends or distributions.

3.6 Authorization of the Target. The Target has the capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been, and each other document, instrument or agreement to be executed and delivered by the Target. This Agreement and the transactions contemplated hereunder will, upon such delivery of this Agreement, be duly executed and delivered by the Target and constitutes, the valid and legally binding obligation of the Target, enforceable against him in accordance with its terms and conditions; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought. Any and all actions, resolutions and consents required by the Target's governing documents have been executed so that this Agreement and the transactions contemplated hereunder will, upon such delivery of this Agreement, be duly executed and delivered by the Target and constitutes, the valid and legally binding obligation of each, enforceable against each of them in accordance with its terms and conditions; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought.

3.7 No Conflict or Violation. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby (i) will result in a violation of or a conflict with any provision of the organizational documents of the Target; (ii) will result in a breach of, a default under, giving any third party the right to modify, terminate or accelerate any obligation under, any term or provision of any contractor agreement to which the Target is a party or by which their assets are bound; (iii) will result in a violation by the Target in any material respect of any governmental order, or (iv) require prior approval or consent from any non-governmental or governmental person or entity, except for those regulatory approvals.

3.8 [RESERVED].

3.9 Litigation. There is no action or proceeding pending by or against, or to the knowledge of the Target, threatened in writing against or affecting the Target before any court or arbitrator or any governmental authority which is reasonably likely to have a material adverse effect on the Target or which, in any manner, challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement, or which would materially interfere with the business of the Target. There are no facts or circumstances that could be expected to give rise to such action or proceeding that would be required to be disclosed by the provisions of this Section. There is no order, judgment, decree or other determination by a governmental authority pending or threatened against the Target.

3.10 Compliance with Laws; Taxes. The Target is in compliance in all material respects with all applicable laws, orders and regulations to which it is subject. The Target has not received any written communication that alleges that the Target is not in compliance in all material respects with any laws, orders or regulations. The Target has not taken any actions, direct or indirect, which could result in being subjected to any fines provide authorizations, participations or contracts, if any, being suspended, revoked and/or terminated. Without limiting the foregoing, the Target has filed all tax returns required to be filed and has paid all taxes which it has been, or which prior to the Closing Date will be, required to pay except for taxes not yet due and payable or being contested in good faith. No tax return of the Target is under audit or examination by any taxing authority, and no written notice of such an audit or examination has been received by any of the Target. All taxes incurred in connection with the Target for periods ending on or prior to the Closing Date have been, or prior to the Closing Date will be, paid except for taxes being contested in good

faith. The Target has withheld and paid over all taxes required by applicable laws to have been withheld and paid over (including any estimated taxes) with respect to periods (or portions thereof) ending on or prior to the date hereof.

In addition, without limiting the foregoing, the Target has not directly or indirectly made any contribution or paid or delivered or committed itself to pay or deliver ,any fee, commission, gift, bribe, rebate, payoff, influence payment or kickback, regardless of form, whether in money, property or services, or any other payment of money or items of property or services, to any person that in a manner is related to the business or operations and that is prohibited by law.

3.11 Subsidiaries. The Target does not have any interests in any other entity, including any subsidiary.

3.12 Title to Assets. Target has good and marketable title to all of the assets used in connection with the operation of its business, free and clear of any and all liens, encumbrances and other charges and restrictions.

3.13 Contracts. There are no contracts or agreements of any kind or nature whatsoever to which the Target is bound, affecting the businesses or their operation's assets are bound. [SEP]

3.14 Environmental Matters. The Target has not received written notice of actual or threatened liability under the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any similar state or local statute ordinance from any governmental agency or any third party and, to the knowledge of the Target, there are no facts or circumstances which could form the bases for the assertion of any claim against the Target under any environmental laws including, without limitation, CERCLA or any similar local, state or foreign law.

3.15 Disclosure. No representation or warranty contained in this Section 3 contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein not misleading.

3.16 Broker's or Finder's Fee. The Target has not engaged a realty company, brokers, finders or similar persons in connection with this Agreement. Target hereby agrees to defend, indemnify and hold Buyer harmless against any brokers, finders or similar persons claiming by, through or under the Target for a commission or other compensation in connection with this sale and purchase.

#### 4.1. Representation and Warranties of the Buyer

The Buyer makes the following representations and warranties to the Target and Members:

4.2 Recitals The recitals, as they apply to the Buyer in the preamble to this Agreement are true and correct and are hereby incorporated in this Agreement by reference.

4.3 Organization The Buyer is a corporation organized, validly existing, and in good standing under the laws of the State of Colorado.

4.4 No Conflict or Violation The execution, delivery and performance of this Agreement by the Buyer and the consummation of the transactions contemplated hereby and thereby will not, (i) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon the Buyer; (ii) violate any statute, law or regulation of any jurisdiction applicable to the Buyer in connection with the transactions contemplated herein; (iii) violate or constitute a default under any mortgage, indenture, deed of trust, lease, contract, obligation, agreement, license or instrument to which the Buyer is a party; or (iv) require prior approval or consent from any non-governmental or governmental person or entity, except for those regulatory approvals.

4.5 Authorization of the Buyer The Buyer has the capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been, and each other document, instrument or

agreement to be executed and delivered by the Buyer. This Agreement and the transactions contemplated hereunder will, upon such delivery of this Agreement, be duly executed and delivered by the Buyer and constitutes, the valid and legally binding obligation of the Buyer, enforceable against him in accordance with its terms and conditions; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought. Any and all actions, resolutions and consents required by the Buyer's governing documents have been executed so that this Agreement and the transactions contemplated hereunder will, upon such delivery of this Agreement, be duly executed and delivered by the Buyer and constitutes, the valid and legally binding obligation of each, enforceable against each of them in accordance with its terms and conditions; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought.

4.6 Capitalization; Validity of Buyer Stock Issuable upon the Closing of the Transaction. The entire authorized capital stock and other equity securities of Buyer consists of the following: (i) 2,000,000,000 authorized shares of Common Stock, of which 33,947,368 shares are currently issued and outstanding, (ii) 100,000,000 authorized shares of Preferred Stock, including 50,000,000 authorized shares of Series A Preferred Stock and 1,000,000 authorized shares of Series B Preferred Stock, of which there are no issued and outstanding Series A shares and 100,000 shares of Series B shares are currently issued and outstanding. The Buyer Stock to be issued to the Members upon consummation of the Transaction in accordance with this Agreement will, upon issuance, have been duly and validly authorized and, when so issued in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable.

4.7 Litigation There is no action or proceeding pending by or against, or to the knowledge of the Buyer, threatened in writing against or affecting the Buyer before any court or arbitrator or any governmental authority which is reasonably likely to have a material adverse effect on the Buyer or which, in any manner, challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement, or which would materially interfere with the business of the Buyer. There are no facts or circumstances that could be expected to give rise to such action or proceeding that would be required to be disclosed by the provisions of this Section. There is no order, judgment, decree or other determination by a governmental authority pending or threatened against the Buyer.

4.8 Compliance with Laws; Taxes The Buyer has complied with and are in compliance with all applicable laws, rules and regulations applicable to it. The Buyer is in compliance in all material respects with all applicable laws, orders and regulations to which each is subject. The Buyer has not received any written communication that alleges that the Buyer is not in compliance in all material respects with any laws, orders or regulations. The Buyer has not taken any actions, direct or indirect, which could result in being subjected to any fines provide authorizations, participations or contracts, if any, being suspended, revoked and/or terminated. Buyer has duly filed all reports and returns required to be filed by it with all governmental authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement. All of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the best knowledge of Buyer, threatened, and none of them will be affected in a material adverse manner by the consummation of the Transaction. Without limiting the foregoing, the Buyer has filed all tax returns required to be filed and has paid all taxes which any of them has been, or which prior to the Closing Date will be, required to pay. No tax return of the Buyer is under audit or examination by any taxing authority, and no written notice of such an audit or examination has been received by any of the Buyer. All taxes incurred in connection with the Buyer for periods ending on or prior to the Closing Date have been, or prior to the Closing Date will be, paid. The Buyer have withheld and paid over all taxes relating to the required by applicable laws to have been withheld and paid over (including any estimated taxes) with respect to periods (or portions thereof) ending on or prior to the date hereof. In addition, without limiting the foregoing, the Buyer has not directly or indirectly made any contribution or paid or delivered or committed itself to pay

or deliver, any fee, commission, gift, bribe, rebate, payoff, influence payment or kickback, regardless of form, whether in money, property or services, or any other payment of money or items of property or services, to any person that in a manner is related to the business or operations and that is prohibited by law.

4.9 Sophistication The Buyer is sophisticated and experienced in financial, business and investment matters, and, as a result, the Buyer is in a position to evaluate the merits and risks of the acquisition of the Membership Units and the tax consequences of such acquisition. The Buyer has had the advice and the assistance of professional advisors in connection with evaluating the transactions contemplated by this Agreement.

4.10 Securities Act The Buyer understands that the Membership Interests in the Target being acquired hereby has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or applicable state securities laws, and are being sold in reliance on exemptions from registration contained in the Securities Act and under certain state securities laws. Because the Membership Interests have not been registered under the Securities Act or applicable state securities laws, the Membership Interests may not be re-offered or resold except through a valid and effective registration statement or pursuant to a valid exemption from the registration requirements under the Securities Act and applicable state securities laws.

4.11 Authorization The Buyer has the capacity to execute and deliver this Agreement and to perform the obligations hereunder. This Agreement has been, and each other document, instrument or agreement to be executed and delivered by the Buyer in connection with the transactions contemplated hereunder will be, the valid and legally binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought.

4.12 Disclosure No representation or warranty contained in this Section 4 contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein not misleading.

4.13 Broker's or Finder's Fee The Buyer has not engaged a Broker in connection with this transaction. The Buyer hereby agrees to defend, indemnify and hold the Target harmless against any brokers, finders or similar persons claiming by, through or under the Buyer for a commission or other compensation in connection with this sale and purchase.

4.14 Directors and Officers of Buyer. The current duly elected or appointed directors and the duly appointed officers of Buyer are as listed on Schedule 2.

4.15 Absence of Undisclosed Liabilities. Buyer has no material liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which: (a) did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed in writing to Target and Members; or (b) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business.

4.16 Absence of Changes. Except as contemplated in this Agreement, Buyer has not:

(a) incurred any liabilities, other than liabilities incurred in the ordinary course of business consistent with past practice, or discharged or satisfied any lien or encumbrance, or paid any liabilities, other than in the ordinary course of business consistent with past practice, or failed to pay or discharge when due any Liabilities of which the failure to pay or discharge has caused or will cause any material damage or risk of material loss to it or any of its assets or properties;

(b) sold, encumbered, assigned or transferred any material fixed assets or properties;



(c) created, incurred, assumed or guaranteed any indebtedness for money borrowed, or mortgaged, pledged or subjected any of the material assets or properties of Buyer to any mortgage, lien, pledge, security interest, conditional sales contract or other encumbrance of any nature whatsoever;

(d) made or suffered any amendment or termination of any material agreement, contract, commitment, lease or plan to which it is a party or by which it is bound, or cancelled, modified or waived any substantial debts or claims held by it or waived any rights of substantial value, other than in the ordinary course of business;

(e) declared, set aside or paid any dividend or made or agreed to make any other distribution or payment in respect of its capital shares or redeemed, purchased or otherwise acquired or agreed to redeem, purchase or acquire any of its capital shares or equity securities;

(f) suffered any damage, destruction or loss, whether or not covered by insurance, that materially and adversely affects its business, operations, assets, properties or prospects;

(g) suffered any material adverse change in its business, operations, assets, properties, prospects or condition (financial or otherwise);

(h) received notice or had knowledge of any actual or threatened labor trouble, termination, resignation, strike or other occurrence, event or condition of any similar character which has had or might have an adverse effect on its business, operations, assets, properties or prospects;

(i) made commitments or agreements for capital expenditures or capital additions or betterments exceeding in the aggregate \$5,000;

(j) other than in the ordinary course of business, increased the salaries or other compensation of, or made any advance (excluding advances for ordinary and necessary business expenses) or loan to, any of its employees or directors or made any increase in, or any addition to, other benefits to which any of its employees or directors may be entitled;

(k) entered into any transaction other than in the ordinary course of business consistent with past practice; or

(l) agreed, whether in writing or orally, to do any of the foregoing.

4.17 Subsidiaries. Except as disclosed in this Agreement, Buyer does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

4.18 Personal Property. There are no material equipment, furniture, fixtures and other tangible personal property and assets owned or leased by Buyer.

### **Closing Conditions**

5.1 Conditions Precedent to Closing by Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by the Parties hereto in writing. The Closing of the Transaction contemplated by this Agreement will be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of Buyer and may be waived by Buyer in its sole discretion.

(a) *Representations and Warranties*. The representations and warranties of Target and the Members set forth in this Agreement shall be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date.

(b) *Performance*. All of the covenants and obligations that Target and the Members are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects.

(c) *Transaction Documents.* This Agreement and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to Buyer, shall have been executed and delivered to Buyer.

(d) *No Action.* No suit, action, or proceeding will be pending or threatened which would (i) prevent the consummation of any of the transactions contemplated by this Agreement; or (ii) cause the Transaction to be rescinded following consummation.

5.2 Conditions Precedent to Closing by Target and Members. The obligation of Target and the Members to consummate the Transaction is subject to the satisfaction or written waiver of the conditions set forth below by a date mutually agreed upon by the parties hereto in writing. The Closing of the Transaction will be deemed to mean a waiver of all conditions to Closing. These conditions precedent are for the benefit of Target and the Members and may be waived by Target and the Members in their discretion.

(a) *Representations and Warranties.* The representations and warranties of Buyer set forth in this Agreement shall be true, correct and complete in all respects as of the Closing Date, as though made on and as of the Closing Date.

(b) *Performance.* All of the covenants and obligations that Buyer are required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects.

(c) *Transaction Documents.* This Agreement and all other documents necessary or reasonably required to consummate the Transaction, all in form and substance reasonably satisfactory to Target and the Members, will have been executed and delivered by Buyer.

(d) *Fees.* Other than filing fees owed to the State of Colorado, which Target and the Members acknowledge will later need to be paid prior to Buyer undertaking any future FINRA corporate action, there shall not be any outstanding obligation or liability (whether accrued, absolute, contingent, liquidated or otherwise, whether due or to become due) of Buyer, whether or not known to Buyer as of the Closing.

(e) *No Action.* No suit, action, or proceeding will be pending or threatened before any governmental or regulatory authority wherein an unfavorable judgment, order, decree, stipulation, injunction or charge would (i) prevent the consummation of any of the transactions contemplated by this Agreement; or (ii) cause the Transaction to be rescinded following consummation.

(f) *Outstanding Shares.* On the Closing Date, not including the Buyer Stock issuable to the Members, Buyer shall have no more than [●] shares issued and outstanding in the capital of Buyer.

### **Additional Covenants of the Parties**

6.1 Notification of Financial Liabilities. Buyer and Target will immediately notify the other if either Party receives any advice or notification from its independent certified public accounts that the other Party has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the books, records, and accounts of such party, any properties, assets, liabilities, revenues, or expenses. Notwithstanding any statement to the contrary in this Agreement, this covenant will survive Closing and continue in full force and effect.

6.2 Public Announcements. Buyer and Target each agree that they will not release or issue any reports or statements or make any public announcements relating to this Agreement or the Transaction contemplated herein without the prior written consent of the other Party, except as may be required upon written advice of counsel to comply with applicable laws or regulatory requirements after consulting with the other Party hereto and seeking their reasonable consent to such announcement.

6.3 Buyer Directors and Officers. Nickolas S. Tabraue is the current sole member of the Board of Directors of Buyer. Upon Closing, Mr. Tabraue shall appoint the individuals designated by the Members to

the respective officer and director positions for Buyer as set forth on Schedule 3. Mr. Tabraue and the persons appointed by the Members as set forth on Schedule 3 shall serve as members of the Board of Directors of Buyer as of the Effective Date and shall end on the second (2<sup>nd</sup>) annual anniversary of this Agreement. The officers of Buyer effective as of the Closing are as set forth on Schedule 3.

6.4 Closing. The Closing shall take place virtually, by the exchange of executed documents via email, on the Closing Date or at such other location as agreed to by the Parties. Notwithstanding the location of the Closing, each Party agrees that the Closing may be completed by the exchange of undertakings between the respective legal counsel for Buyer and Target and its Members, provided such undertakings are satisfactory to each Party's respective legal counsel.

6.5 Closing Deliveries of Target and the Members. At Closing, Target and the Members will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to Buyer:

- (a) copies of all resolutions and/or consent actions adopted by or on behalf of the board of managers of Target evidencing approval of this Agreement and the Transaction;
- (b) if any of the Members appoints any person, by power of attorney or equivalent, to execute this Agreement or any other agreement, document, instrument or certificate contemplated by this Agreement, on behalf of such Member, a valid and binding power of attorney or equivalent from such Member;
- (c) Membership Certificates, if issued, representing the Membership Interests;
- (d) all certificates and other documents required by Section 5.1 of this Agreement; and
- (e) any other necessary documents, each duly executed by Target and/or the Members, as required to give effect to the Transaction.

6.6 Closing Deliveries of Buyer. At Closing, Buyer will deliver or cause to be delivered the following, fully executed and in the form and substance reasonably satisfactory to Target and the Members:

- (a) copies of all resolutions and/or consent actions adopted by or on behalf of the Board of Directors of Buyer evidencing approval of this Agreement and the Transaction;
- (b) all certificates and other documents required by Section 5.2 of this Agreement;
- (c) resolutions and resignations required to effect the changes in directors and officers stipulated by this Agreement;
- (d) any other necessary documents, each duly executed by Buyer, as required to give effect to the Transaction;
- (e) Certified copies for all Articles and Amendments for Buyer filed in Colorado, which shall include copies of all Colorado Articles and Amendments filed in Colorado since inception; and
- (f) Any approvals required by FINRA for the Transaction.

6.7 Additional Closing Delivery of Buyer. At Closing, Buyer shall deliver or cause to be delivered to Members the share certificates representing the Buyer Stock, or shareholder reports showing such shares issued in book entry form.

## **Termination**

7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:

- (a) mutual agreement of Buyer and Target;
- (b) Buyer, if there has been a material breach by Target or any of the Members of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Target or the Members that is not cured, to the reasonable satisfaction of Buyer, within ten (10) business days after notice of such breach is given by Buyer (except that no cure period will be provided for a breach by Target or the Members that by its nature cannot be cured);
- (c) Target or the Members, if there has been a material breach by Buyer of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Buyer that is not cured by the breaching party, to the reasonable satisfaction of Target or the Members, within ten business days after notice of such breach is given by Target or the Members (except that no cure period will be provided for a breach by Buyer that by its nature cannot be cured);
- (d) Buyer or Target, if the Transaction is not closed by December 31, 2023, unless the Parties hereto agree to extend such date in writing; or
- (e) Buyer or Target if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and nonappealable.

7.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.1, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

### **Indemnification, Remedies, Survival**

8.1 Certain Definitions. For the purposes of this Section 8, the terms “Loss” and “Losses” mean any and all demands, claims, actions or causes of action, assessments, losses, damages, Liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable attorneys, accountants and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by Buyer, Target or Members including damages for lost profits or lost business opportunities.

8.2 Agreement of Target to Indemnify. Target will indemnify, defend, and hold harmless, to the full extent of the law, Buyer and its shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Buyer and its shareholders by reason of, resulting from, based upon or arising out of:

- (a) the breach by Target of any representation or warranty of Target contained in or made pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement; or
- (b) the breach or partial breach by Target of any covenant or agreement of Target made in or pursuant to this Agreement, or any certificate or other instrument delivered pursuant to this Agreement.

8.3 Agreement of the Members to Indemnify. Each Member will, for itself, indemnify, defend, and hold harmless, to the full extent of the law, Buyer and its shareholders from, against, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Buyer and its shareholders by reason of, resulting from, based upon or arising out of:

- (a) the breach by such Member of any representation or warranty of such Member contained in or made pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement; or



(b) the breach or partial breach by such Member of any covenant or agreement of such Member made in or pursuant to this Agreement, or any certificate or other instrument delivered pursuant to this Agreement.

8.4 Agreement of Buyer to Indemnify. Buyer will indemnify, defend, and hold harmless, to the full extent of the law, Target and the Members from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by Target and the Members by reason of, resulting from, based upon or arising out of:

(a) the breach by Buyer of any representation or warranty of Buyer contained in or made pursuant to this Agreement any certificate or other instrument delivered pursuant to this Agreement; or

(b) the breach or partial breach by Buyer of any covenant or agreement of Buyer made in or pursuant to this Agreement, any certificate or other instrument delivered pursuant to this Agreement.

### **Miscellaneous Provisions**

9.1 Effectiveness of Representations; Survival. Each Party is entitled to rely on the representations, warranties and agreements of each of the other Parties and all such representation, warranties and agreement will be effective regardless of any investigation that any party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties and agreements will survive the Closing Date and continue in full force and effect until one (1) year after the Closing Date.

9.2 Further Assurances. Each of the Parties hereto will cooperate with the others and execute and deliver to the other Parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.

9.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally conflated to the fullest extent possible.

9.4 Assignment; Binding; Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of Law or otherwise) without the written consent of the other Parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective executors, heirs, personal representative's successors, and assigns.

9.5 Fees and Expenses. All fees and expenses incurred in connection with the Agreement and the other Transactions, shall be paid by the Party incurring such fees or expenses, whether or not the Agreement is consummated.

9.6 Governing Law. This Agreement and any Exhibits and Schedules hereto shall be governed by and interpreted and enforced in accordance with the Laws of the State of Texas, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of Texas.

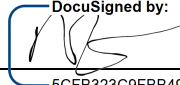
9.7 Consent to Jurisdiction; Waiver of Jury Trial. Each Party irrevocably submits to the exclusive jurisdiction of (a) Texas, and (b) the United States District of Texas, for the purpose of any Proceeding either in the United States District of Texas, for the purpose of any Proceeding arising out of this Agreement or any Transaction. Each Party agrees to commence any such Proceeding either in the United States District Court of Texas or if such Proceeding may not be brought in such court for jurisdictional reasons, in the District Court sitting in Montgomery County, Texas. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's respective address set forth above shall be effective service of process for any Proceeding in Texas with respect to any matters to which it has submitted to jurisdiction in this Section 2.7. Each Party irrevocably and unconditionally waives any objection to laying of venue of any Proceeding arising out of this Agreement or any of the Transactions.

9.8 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

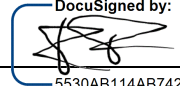
9.9 Entire Agreement. This Agreement and any documents delivered by the Parties in connection herewith constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understanding among the Parties with respect thereto. Except as otherwise provided herein, no addition to or modification of any provision of this Agreement shall be binding upon any Party hereto unless made in writing and signed by all Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement or caused this Agreement to be executed by the respective officers thereunto duty authorized, in each case as of the date first written above.

**BlueFire Equipment, Corp. (Buyer)**

By:  DocuSigned by:  
5CFB323C9FBB494...  
Its: Interim CEO, CCO, CIO, & Director of the Board

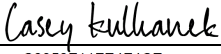
**Screaming Eagle Partners, LLC (Target)**

By:  DocuSigned by:  
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Its: Chairman

**Screaming Eagle Partners, LLC Members:**

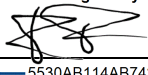
Mikul Investments, LLC

By: \_\_\_\_\_  
Name: Casey Kulhanek  
Title: Manager

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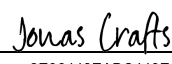
555-333 Holdings, LLC

By: \_\_\_\_\_  
Name: Kirk Variger  
Title: Manager

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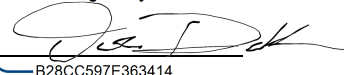
Privilege, LLC

By: \_\_\_\_\_  
Name: Jonas Crafts  
Title: Member

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JMBD Energy, LLC

By: \_\_\_\_\_  
Name: Joe Donaldson  
Title: President

DocuSigned by:  
  
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**Schedule 1**  
**Members of Screaming Eagle Partners, LLC**

Member	Membership Sharing Percentage
JMBD Energy, LLC	5.00
Mikul Investments	23.75
555-333 Holdings, LLC	40.83
Privilege, LLC	20.42
NDO Energy, LLC	10.00
<b>Total</b>	<b>100.00%</b>



**Schedule 2**  
**Current Directors and Officers of Buyer**

Nickolas S. Tabraue, Interim Chief Executive Officer and sole Director

**Schedule 3**  
**Directors Nominated by Members**

Kirk Yariger  
Jonas Crafts

Subject to Section 1.2(c), the Board of Directors after closing shall be:

Nickolas S. Tabraue  
Kirk Yariger  
Jonas Crafts

**Officers of Buyer After Closing**

Name	Office/Title

DS DS DS DS DS  
