

Supplemental Information and Disclosure Statement

BlueFire Equipment, Corp.

A Colorado Corporation

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San Antonio, TX 78216

(786) 375-7281
nick.t@bluefire.energy

Sic: 01240
Trading Symbol: BLFR

Reporting of Material Corporate Events Legal Proceedings

**Plaintiff, Bluefire Equipment Corporation v. Defendant, Issuer Direct Corporation
(County of Wake, North Carolina; Case Number 24CV026557-910)**

BlueFire Equipment Corporation is referred to herein as the (“Company”).

On August 21, 2024, in the above-referenced litigation, the Company filed Plaintiff’s Motion for Preliminary Injunction and Request for Declaratory Judgement Relief (Exhibit 1.1) to cancel 18,000,000 shares of the Company’s common stock that were not transferred from the 2015 Share Exchange Agreement (the “Share Exchange”). Additionally, on August 21, 2024, the Company filed Plaintiff’s Complaint for Declaratory Judgement and Application for Temporary Restraining Order and Preliminary Injunction (Exhibit 1.2) to cancel 45,000,000 shares of its common stock that were previously issued to 4 members of Screaming Eagle Partners, LLC (the “Screaming Eagle Members”) in the 2015 Share Exchange. The Company’s complaint alleges that in connection with the Share Exchange between the Company and the Screaming Eagle Members, the Shares were acquired by the Screaming Eagle Members under false promises and their breaches of agreements between the Company and the Screaming Eagle Members.

BlueFire Equipment, Corp.

Date: September 3, 2024
Signature: /s/ Dr. David Rene Ramirez
Name: Dr. David Rene Ramirez
Title: CEO and Chairman of the Board

24CV026557-910

STATE OF NORTH CAROLINA

COUNTY OF WAKE

IN THE GENERAL COURT OF
JUSTICE
SUPERIOR COURT DIVISION
24 CVS ____

BLUEFIRE EQUIPMENT)
CORPORATION,)
)
Plaintiffs,)

v.)

ISSUER DIRECT CORPORATION)
D/B/A DIRECT TRANSFER, LLC,)

Defendant.

**PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION AND
REQUEST FOR DECLARATORY
JUDGMENT RELIEF**

NOW COMES Plaintiff, Bluefire Equipment Corporation (“Bluefire”) Plaintiff, hereby file this their Motion for Preliminary Injunction against Defendant Issuer Direct Corporation d/b/a Direct Transfer LLC and Request for Declaratory Judgment Relief for cause would show the following:

I. SUMMARY OF THE CASE AND RELIEF SOUGHT

1. This case is brought to enjoin Direct Transfer LLC from removing certain restrictions on Bluefire stock shares that would allow persons in whose names the stock is listed; to negotiate the shares on the open market and to have Direct Transfer cancel the shares in question.

2. This case arises from Bluefire shares that were owned by Dome Capital, LLC, a long- since defunct Texas LLC and later a Wyoming LLC, sold to Mr. Ali Ahmed, who became majority and sole owner of Bluefire in March 2015.

3. Plaintiff Bluefire seeks Injunctive Relief against Direct Transfer and seeks a Declaration that Bluefire has the authority to cancel the shares in question.

II. PARTIES

4. Bluefire Equipment Corporation is a Colorado Corporation in Good Standing and registered to do business in Texas. Its principal office is located at 100 N.E. Loop 410, Suite 1500, San Antonio, Texas 78216. Its registered is Nickolas S. Tabraue, 7700 East Arapahoe Road, Suite 220, Centennial, Colorado 80112. Mr. Tabraue also maintains an office at 7828 SW118th Ct, Miami FL. 33183.

5. Issuer Direct Corporation is a Delaware corporation whose principal place of business is located in Raleigh, North Carolina and does business under the name "Direct Transfer LLC". Direct Transfer LLC is based in Raleigh NC at 1 Glenwood Ave, Suite 1001, Raleigh, NC. 27603, Wake County and can be served through its agent for service of process Steven Knerr at the same address.

III. JURISDICTION

6. Jurisdiction is proper in this case because Bluefire seeks injunctive and declaratory relief involving a Delaware Corporation whose principal place of business is in North Carolina.

7. Jurisdiction is also proper in this Court based on in rem jurisdiction since the uncertificated shares that are the subject of the complaint are physically held on the books and records in Raleigh NC with Direct Transfer LLC.

IV. DIRECT TRANSFER AND ITS UCC OBLIGATIONS

8. On November 15, 2023, Nickolas Tabraue, as Acting CEO of Bluefire, contacted Direct Transfer to determine what needed to be done to cancel the 18,000,000 shares of Bluefire that are on the books and records of Direct Transfer in the name of Dome Capital, LLC. (also referred to as “Dome Capital”) (Ex. A.) ¹.

9. Because the Purchaser of controlling interests in Bluefire Ali Ahmed, never received the shares after paying Dome Capital for them, (Ex. 26 below) Ali Ahmed became a Protected Purchaser under N.C. Gen. Stat. § 25-8-303.

10. Dome Capital never notified the Issuer within a reasonable time period after Dome Capital, or its agents lost the Certificate (identified below as Ex. 9 below) as required under NC. Gen Stat. § 25-8-406.

11. Direct Transfer is on notice of an adverse claim and Stop Transfer Order regarding the shares.

12. Therefore, this injunctive relief is needed to relieve Direct Transfer of any obligations under the UCC if they receive proper transfer instructions, and to cancel the shares in question.

V. CASE BACKGROUND

13. This case involves 18,000,000 shares of Bluefire Equipment Corp. (also “Bluefire”) (OTC Market symbol “BLFR”) that were placed with Direct Transfer as transfer agent in 2015 by a prior owner of Bluefire shares. The shares are lost and

¹. The names of other shareholders other than Dome Capital and William A. Blackwell have been redacted.

long since stale and Bluefire is trying to clean up its shareholder records. The prior owner of the shares in question long ago sold the shares through a Stock Purchase Agreement to Ali Ahmed who became CEO and majority owner of Bluefire.

14. Bluefire Equipment Corp. was then a Delaware corporation. Bluefire Equipment Corp. was registered as a Delaware Corporation on June 10, 2008 **(Ex. 1)**

15. The owner of the majority of Bluefire shares in question when the shares were registered with Direct Transfer was a Texas LLC, named Dome Capital, LLC. (also "Dome Capital") **(Ex. 2)**. The Dome Capital LLC that owned the shares of Bluefire in 2015, is no longer an active LLC. Dome Capital was registered as a Texas Limited Liability Company in December 2007 **(Ex. 3)**. It lost its charter in Texas in November 2009 for nonpayment of franchise taxes **(Ex. 4)**. There is no record with the Texas Secretary of State showing its charter was ever reinstated. However, it appears that Dome Capital re-registered as an LLC in Wyoming but also forfeited its Wyoming charter in 2016 **(Ex. 5)**.

16. As of March 3, 2014, Dome Capital claimed it owned 18,000,000 shares of Bluefire Equipment Corp. shares, representing 53% of the outstanding shares. **(Ex. 6)**

17. As of early 2015, Lydia Cotton was identified in corporate records as the manager of Dome Capital. Pursuant to the January 26, 2015, Affidavit for Replacement of Lost Certificate, Dome Capital put Direct Transfer on notice of the lost share certificates of Bluefire and requested that Direct Transfer not honor anyone

trying to transfer the Bluefire shares for monetization. That same Affidavit says Bluefire was going to issue replacement shares (**Ex. 7**).

18. It appears that Dome Capital was then in discussions with HG Restaurant Management Group in a transaction in which Dome Capital was to sell the 18,000,000 shares to HG Restaurant Group for \$5,000 (**Ex. 8**). HG Restaurant was using a law firm in Florida, Anthony PLLC to close the transaction with Bluefire. On January 27, 2015, presumably at the request of Dome Capital to replace the lost 18 million shares, Dome Capital requested Bluefire's then CEO William A, Blackwell to replace the lost shares.

19. Mr. Blackwell executed a Certificate on behalf of Bluefire to Dome Capital representing the 18 million Bluefire shares and noted that the shares had not been registered under the Securities Act of 1933 and were restricted shares under Rule 144 of the 1933 Act and required written release from either Mr. Blackwell or Bluefire's attorney prior to the restrictive legend removal. And a further restriction required the certificate to be counter-signed by the authorized Transfer Agent (Direct Transfer) to be valid (**Ex. 9**).

20. Bluefire has a copy of the Certificate executed by William A. Blackwell and sent from Eddie Tabler of Issuer Direct (Direct Transfer) in Morrisville N.C. sent to Chad Friend at Legal and Compliance, LLC 3330 Clematis Street, Suite 217 West Palm Beach, FL 33401 (**Ex.10**). A copy was sent also to law firm Anthony LLC. (**See Ex. 11**). In fact, Legal and Compliance LLC appears to be a prior iteration of Anthony PLLC. Chad Friend, to whom the Certificate was sent at: "Legal and Compliance LLC"

is an attorney and responded to an email inquiry from Bluefire's CEO in November 2023 from Anthony, L.G., PLLC in West Palm Beach, FL. (**Ex.12**) A google search of Legal and Compliance LLC shows that the principal at that firm is Laura Anthony- the same person who was the principal of Anthony, PLLC in 2015 (**Ex. 13**).

21. On February 5, 2015, it appears that Dome Capital, LLC entered a stock purchase agreement with HG Restaurant Management Group ("HGMRG") in which Dome Capital, LLC purported to sell the 18,000,000 shares to for \$5,000 (**Ex. 8**). Our copies are unsigned by the Buyer.

22. It appears that transaction never closed or concluded. Direct Transfer 's records show they never received any instructions from Dome Capital or from HGMRG to transfer the shares to HGMRG.

23. There is no evidence of a transfer of the Dome Capital shares as of 5/13/2024 and the transaction with HGMRG was supposed to have occurred in 2015.

24. Curiously, the unsigned Stock Purchase Agreement (**Ex. 8**) shows that Lydia Cotton, signed as "Managing Member of the Seller Dome Capital LLC", and she also Signed as "Chief Executive Officer and Director of Bluefire Equipment Corporation".

25. The copy of the Certificate (**Ex. 9**) is the last known physical representation of the 18,000,000 Bluefire shares registered to Dome Capital. Issuer Direct/Direct Transfer still carries the shares on its uncertificated register under the name of "Dome Capital, LLC". so, it never received instruction from the owner Dome Capital LLC to transfer the shares to HGMRG and Direct Transfer, as Transfer

Agent, never counter- signed the shares as required by the Bluefire restrictions on the Bluefire Certificate.

26. But on March 20, 2015, Dome Capital again purported to sell the 18,000,000 Bluefire shares to Ali Ahmed pursuant to a Stock Purchase Agreement with Mr. Ahmed buying the 18,000,000 shares of Dome Capital for \$19,600 (**Ex. 14**). This time, Ms. Cotton signed as Seller on behalf of Dome Capital LLC and Ali Ahmed signed as the Buyer (**Ex. 14**).

27. Mr. Ahmed was appointed President, Secretary and Chief Executive Officer of Bluefire (**Ex. 15**).

28. While Bluefire remained a Delaware Corporation, Mr. Ahmed a resident of Canada, moved the Bluefire main headquarters to 487 Ouelette Ave, Windsor, Ontario, Canada (**Ex. 15**).

29. On March 27, 2015, Mr. Ahmed filed an amendment with Delaware amending the Certificate of Incorporation to authorize the issuance of 2,000,000,000 shares of common stock and 100,000 shares of preferred Stock (**Ex. 16**) and filed initial disclosures to list the shares on the OTC Market Group, Inc. (**Ex. 17**).

30. On March 27, 2015, Mr. Ahmed filed a Certificate Amendment to its Certificate of Incorporation as authorized officer and CEO of Bluefire (**Ex. 16**).

31. On September 27, 2021, Mr. Ahmed filed a Statement of Conversion, converting the Bluefire Equipment Corporation he owned in Delaware to a Colorado Corporation (**Ex. 18**). He filed new Articles of Incorporation in Colorado (**Ex. 19**) and a Plan of Conversion converting Bluefire Equipment Corporation, a Delaware

Corporation to Bluefire Equipment Corporation, a Colorado Corporation and Articles of Incorporation in Colorado **(Ex. 20)**. Mr. Nickolas Tabraue was initially appointed registered agent for Bluefire (Colo.) **(Ex. 21)**.

32. In late 2023 Mr. Tabraue became Chief Executive Officer of Bluefire Equipment with filing an Amendment to its Articles in Colorado **(Ex. 22)** and attaching a resolution to reduce the aggregate common shares from two billion (2,000,000,000) to two hundred fifty million (250,000,000) shares and directing that some of the shares be allocated to Series A Preferred Shares **(Ex. 23)** and the then Directors of Bluefire, consented **(Ex. 23)**.

33. Finally, the new owners of Bluefire acquired a Declaration from prior owner Mr. Ahmed on November 16, 2023, setting forth the details of his prior purchase of the 18,000,000 shares of common stock and that he never received the physical shares from Dome Capital LLC. Mr. Ahmed has set forth his agreement to abandon and withdraw any claims he may have to the shares **(Ex. 24)**.

34. The real party in interest regarding the 18,000,000 shares on the registrar of Direct Transfer of the 18,000,000 Bluefire shares is Bluefire Equipment Corporation.

35. The October 26, 2023, Shareholder Statement of Account says that Direct Transfer has received a stop transfer order on the 18,000,000 shares from Bluefire (Ex. 1). Bluefire Equipment Corporation by this injunction seeks to stop any transfer of the shares to any party alleging an interest to cancel the prior issued shares altogether.

VI. UCC AUTHORITY AND STANDING OF BLUEFIRE

36. Under the UCC definitions, N.C. Gen Stat. § 25-8-201 (9a) (1) Bluefire is an “Issuer” because it “places or authorizes the placing of its name on a security certificate, other than as authenticating trustee, registrar, transfer agent or the like to evidence a share, participation, or other interest in its property or in an enterprise or to evidence its duty to perform an obligation represented by the certificate.” Bluefire also is an Issuer under contacted 25-8-201 (a) (2) because it is “a person that creates a share participation or other interest in its property or in an enterprise Bluefire meets the definition of an Issuer.” There are several other provisions of 25-8-201 that also confirm Bluefire’s Issuer status.

37. Direct Transfer as transfer agent also stands in the shoes of an Issuer under N.C. Gen Stat §25-8-201 (c) and § 25-8-407 which states : “A person acting as authenticating trustee, transfer agent, registrar or other agent for an issuer in the registration of a transfer of its securities, ..or in the cancellation of surrendered security certificates has the same obligation to the holder or owner of a certificated security or uncertificated security with regard to particular functions performed as the Issuer has in regard to those functions.”

38. Under N.C. Gen Stat §§ 25-8-303 (a) (1-3) and (b) Bluefire is a Protected Purchaser of the Dome Capital shares in question because it purchased uncertificated shares, it gave value, it did not have notice of an adverse claim, and became the owner of the uncertificated shares and therefore acquired its interests in the shares. Under N.C. Gen Stat. § 25-8-302 as Purchaser, of the Dome Capital shares Bluefire has the

rights of a Purchaser which includes “except as provided in Subsections (b) and (c) “a purchaser of a certificate or uncertificated security acquires all rights in the security that the transferor had or power to transfer.”

39. Finally, as Protected Purchaser, Bluefire has a right under § 25-8-405 to request issuance of a new certificate, because under N.C. Gen Stat. § 25-8-406, Dome Capital failed to notify Bluefire and failed to notify Direct Transfer that the certificated shares intended for the HG Restaurant Group transaction were lost, destroyed, or wrongfully taken and further, Dome Capital failed to notify Bluefire and failed to notify Direct Transfer that the uncertified 18 million shares of Bluefire it sold to Ali Ahmed in 2015, were lost, destroyed, or wrongfully taken. Therefore, Dome Capital is precluded under §25-8.-406 from asserting any claim against the Issuer Bluefire.

40. Because the old Dome Capital, LLC filed the last known Certificate in 2015 that contained restrictions on its transfer, and no one connected with Dome Capital can be located to identify what happened to the Certificate that was sent to Legal and Compliance LLC in January 2015, it is evident that the Certificate Issued by Bluefire Equipment Corporation (**Ex. 9**) and containing restrictions on its transfer is Lost. The HG Management Restaurant Group transaction for which that Certificate was sent to Legal and Compliance LLC, was never consummated. Direct Transfer never received any instructions from anyone connected to Dome Capital or HGMRG in February 2015 to transfer the Bluefire shares held in the name of Dome Capital to HGMRG.

41. Because of the purchase for value of the 18,000,000 shares of Bluefire from Dome Capital LLC for \$19,600 in March of 2015 Ali Ahmed became a Protected Purchaser under NC Gen Stat § 25-8-303 with the rights of a Protected Purchaser because he meets the criteria of that statute. That transaction did close, and Dome Capital was paid the agreed amount for the transfer of its Bluefire shares owned by Dome Capital. Because Dome Capital owned controlling interest in Bluefire through the 18 million shares, and Mr. Ahmed was unaware of any adverse or competing claims, Mr. Ahmed purchased controlling interest in Bluefire from Dome Capital in the same Bluefire Equipment Corporation that was a Delaware Corporation, and which Mr. Ahmed owned and controlled and converted to a Colorado Corporation. That same Bluefire Equipment Corporation purchased from Dome Capital is the Plaintiff in the above case.

42. As current owners of Bluefire Equipment Corporation and the Issuer of the shares on file with Direct Transfer, Bluefire requests that Direct Transfer cancel the book entry shares in the name of Dome Capital and not register transfer to anyone of such shares claiming an interest in those shares.

43. N.C Gen Stat, 25-8-403 (d) states in pertinent part:

(d) An issuer is not liable to a person who initiated a demand that the issuer not register transfer for any loss the person suffers as a result of registration of a transfer pursuant to an effective indorsement or instruction if the person who initiated the demand does not, within the time stated in the issuers' communication, either:

(1) Obtain an appropriate restraining order, injunction, or other process from a court of competent jurisdiction enjoining the issuer from registering the transfer; or

(2) File with the issuer an indemnity bond, sufficient in the issuer's judgment to protect the issuer and any transfer agent, registrar, or other agent of the issuer involved from any loss it, or they may suffer by refusing to register the transfer.

44. Therefore, under NC. Gen. Stat 25-8-403 (d)(1) Plaintiff seeks to enjoin Direct Transfer and Issuer Direct from acting on any requests by anyone claiming an interest in the Dome Capital shares of Bluefire represented by the Lost Certificated shares. Bluefire further seeks an Order of Court allowing Direct Transfer to cancel the uncertificated shares on the books of Direct Transfer.

VII. INJUNCTIVE RELIEF NEEDED

45. Plaintiff hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-44 above.

46. Plaintiff hereby moves for injunctive relief against Direct Transfer /Issuer Direct to prohibit the transfer of the Bluefire shares in question to anyone claiming any interests other than the Issuer in the shares.

47. As set forth under North Carolina law:

"A temporary restraining order or a preliminary injunction should "issue[] (1) if [] plaintiff[s] [are] able to show likelihood of success on the merits of [their] case and (2) [plaintiffs are] likely to sustain irreparable loss unless the injunction is ***18 issued, or if, in the opinion of the Court, issuance is necessary for the protection of [] plaintiff[s]' rights during the course of litigation." *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 401, 302 S.E.2d 754, 759-60 (1983) (citations omitted) (emphasis in original). Moreover, "[a] court of equity must weigh all relevant facts before resorting to the extraordinary remedy of an injunction. " *Travenol Labs., Inc. v. Turner*, 30 N.C. App. 686, 694, 228 S.E.2d 478, 484 (1976)."

48. Plaintiff asserts that the injunction is necessary because they can show likelihood of prevailing on the merits and Bluefire will suffer irreparable harm if outside unknown parties are able to demand transfer of the Bluefire shares under the circumstances set forth above.

VIII. REQUEST FOR PRELIMINARY INJUNCTION

49. Plaintiff hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-48 hereinabove. Pursuant to NC Gen. Stat. § 1A-1, R. 65, and NC. Gen Stat. 1-485 Plaintiff moves for an Order granting a Preliminary Injunction against the Defendant Direct Transfer/Issuer Direct To prevent them from transferring any of the Dome Capital shares or removing restrictive legends on any such shares.

50. Plaintiff will suffer irreparable harm if Defendant Direct Transfer /Issuer Direct is not restrained from removing the restrictive legends and/or transferring the Bluefire shares registered in name Dome Capital LLC Specifically, pursuant to N.C. Gen. Stat § 25-8-403(b) if Defendant Direct Transfer/Issuer Direct is not immediately restrained from removing the restrictive legends and/or transferring the Dome Capital LLC shares Plaintiff will suffer irreparable harm.

51. There is no adequate remedy at law because both by statute N.C. Gen. Stat.§ 25-8-401 and by Direct Transfer /Issuer Direct's "Transfer and Registrar Agreement", if Defendant is not subject to a preliminary injunction, they may, upon receiving the appropriate legal opinion and instructions, by law have to remove the

restrictive legend on the shares to the Dome Capital LLC shares and once the restrictive legends are removed, the shares become freely transferable in a private sale or public sale on the OTC Markets thus mooting any opportunity of Bluefire s to litigate the property rights if any of the former executives of Bluefire to the stock shares in question.

52. There is a substantial likelihood that Plaintiff will prevail on the merits of the suit in North Carolina because they gave notice of stop transfer order to Defendant before anyone connected with Dome Capital contacted Defendant and met their obligations to Defendant by law, once Plaintiff obtains process enjoining Defendant, Defendant must stand down in Dome Capital or anyone claiming an interest in Dome Capital. There is a substantial likelihood that Plaintiff will prevail on the merits of the lawsuit in Texas because the facts show that the Dome Capital certificated shares were lost, and the uncertificated shares were transferred to Ali Ahmed who became Bluefire Dome Capital agreed to the Stock Purchase Agreement with Ali Ahmed.

53. The harm faced by Plaintiff outweighs the harm that would be sustained by Defendant Direct Transfer/Issuer Direct, the transfer agent for the Bluefire shares if the Preliminary Injunction is granted because Defendant is subject to the stop transfer order and injunctive relief by law and by contract to Plaintiff.

54. In fact, as a matter of law, the relief sought by Plaintiff provides a defense to Defendant under the statute N.C Gen. Stat, §25-8-403 (d) against any claims by the former executives of Bluefire bringing adverse claims.

55. Once Defendant is subject to a Temporary Restraining Order or Preliminary Injunction, they are relieved under §25-8-403 from the obligation under § 25-8-401 to register transfer of the shares in question.

56. Issuance of a preliminary injunction in favor of Plaintiff would not adversely affect the public interest.

57. Plaintiff is willing to post a bond in the amount the Court deems appropriate.

58. Plaintiff asks the Court to set its Application for Preliminary Injunction at the earliest possible time and after hearing request the Court to issue a Preliminary Injunction against Defendant Direct Transfer/Issuer Direct.

IX. DECLARATORY JUDGMENT

59. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-58 hereinabove.

60. Plaintiffs bring this suit for Declaratory Judgment under N.C.GEN STAT. § 1-253.

61. Plaintiffs seek a declaration of rights regarding property which Plaintiffs contend should be returned to Bluefire -specifically, the 18,000,000 shares in the name of Dome Capital, LLC. While this Court likely cannot adjudicate the merits of property ownership of a defunct Texas and Wyoming LLC, who are likely not findable and even if findable likely not subject to the North Carolina Courts, this Court can adjudicate the rights as between Plaintiff and Defendant in Defendant's

role as transfer agent for the shares of stock under Defendant's control and authority until such time as the Plaintiff can adjudicate the rights to the property against the former owner who appears to have abandoned the shares, and Bluefire bought those shares as a Protected Purchaser. This Court also has *in rem* jurisdiction over the property in question- the shares of stock. This Court has jurisdiction to render a declaratory judgment arising out of conflicting contentions on the legal rights and liabilities.

62. A case or controversy exists between the Plaintiff and Defendant Direct Transfer / Issuer Direct arising from Defendant's role as transfer agent and Plaintiff's role of Issuer. Once engaged as transfer agent by an Issuer, the UCC then imposes certain obligations on the transfer agent regarding the handling, transfer, and certification of stock shares. While the Issuer has certain powers to stop the enforcement and certification of shares by the transfer agent, those powers are limited under the UCC including the North Carolina version of the UCC NC. Gen Stat. 25-8-403 and by contract.

63. Pursuant to this claim Plaintiff seeks a declaration from the Court that Defendant is subject to the statute and statutory conditions have been met to halt the obligations of the Defendant to remove restrictive legend and/or the transferring of property claimed by the Plaintiff regarding the Dome Capital shares of Bluefire held at Direct Transfer and Plaintiff has a right to cancel the abandoned and lost shares.

X. PRAYER

64. For these reasons Plaintiffs seek a Temporary Restraining Order, Preliminary Injunction against Defendant Direct Transfer/Issuer Direct to be granted, restraining any action by Defendant to remove the restrictive legends and/or to transfer shares in Bluefire held by Dome Capital LLC.

65. For declaratory judgment against Defendants Direct Transfer /Issuer Direct:

- a. That Plaintiff has provided the proper notice and restraint to relieve Defendants of any liability to Dome Capital regarding the request by any person or agent of Dome Capital to remove the restrictive legends and/or the transfer of Bluefire shares held by Dome Capital under N.C. Gen Stat. §25-8-403;
- b. And Declaratory Relief that Plaintiff has a right to cancel the abandoned and lost shares;
- c. Costs of suit;
- d. Such additional relief as the Court deems appropriate.

This 20th day of August, 2024.

Respectfully Submitted

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**

/s/ Christopher J. Derrenbacher
CHRISTOPHER DERRENBACHER
N.C. Bar No. 254025
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/s/ Clint A. Corrie
Clint A. Corrie (*pro hac admissions pending*)
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Phone: 214-722-7142
Fax: 214-722-7111

Attorneys for Plaintiff
Bluefire Equipment Corporation

EXHIBIT A

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR



1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
WILLIAM A. BLACKWELL 245 SUGARBERRY CIR HOUSTON, TX 77024-7266	BF131 BF200	09/24/2012 06/17/2013	473,684.0000 473,684.0000	947,368.0000

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Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR



1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
DOME CAPITAL, LLC 5201 MEMORIAL DR UNIT 443 HOUSTON, TX 77007-8402	BF204	01/27/2015	18,000,000.0000	18,000,000.0000

Printed: 08/07/2024 12:29:12PM

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR

 DIRECTTRANSFER

1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
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Printed: 08/07/2024 12:29:12PM

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR

 DIRECTTRANSFER

1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
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A

Printed: 08/07/2024 12:29:12PM

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR

 DIRECTTRANSFER

1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
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Report Totals:			87,752,368.0000	87,752,368.0000
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Total Number of Accounts: 19

Printed: 08/07/2024 12:29:12PM

EXHIBIT 1

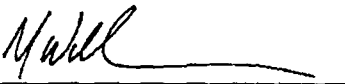
CERTIFICATE OF INCORPORATION
OF

BlueFire Equipment Corporation

- FIRST:** The name of the corporation is: **BlueFire Equipment Corporation**
- SECOND:** The address of the registered office of the corporation in the State of Delaware is located at:
108 West 13th Street, Wilmington, Delaware 19801
Located in the County of New Castle
The name of the registered agent at that address is:
Business Filings Incorporated
- THIRD:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.
- FOURTH:** The total number of shares of stock which the corporation is authorized to issue is 100000000 shares of common stock having a 0.0001 par value.
- FIFTH:** No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the liability of a director for any act or omission occurring prior to the time this Article became effective.
- SIXTH:** The name and address of the incorporator is Business Filings Incorporated, 8040 Excelsior Dr., Suite 200, Madison, WI 53717.
- SEVENTH:** The names and addresses of the directors of the corporation are:

Tyson Rohde, 1240 Blalock Road, Suite 150, Houston, Texas 77055
Chet Gutowsky, 1240 Blalock Road, Suite 150, Houston, Texas 77055
Anatoli Borissov, 1240 Blalock Road, Suite 150, Houston, Texas 77055

I, the undersigned, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make, file, and record this Certificate of Incorporation and do certify that the facts herein are true.



Business Filings Incorporated, Incorporator
Mark Williams, A.V.P.

Dated: June 10, 2008

EXHIBIT 2

Statement of Account

As of Date 10/26/2023

DOME CAPITAL, LLC
5201 MEMORIAL DR UNIT 443
HOUSTON, TX 77007-8402BLUE FIRE EQUIPMENT CORP
BLFR

CUSIP: 09625G100

Account: 00339662
Tax ID: XXX-XX-0000

Account Summary

Issued	Total Outstanding	YTD Dividends
18,000,000.0000	18,000,000.0000	0.00

Holding Details

Position	Status	Shares	Date Issued	Date Cancelled
BF130	Cancelled	9,000,000.0000	09/24/2012	01/27/2015
BF196	Cancelled	9,000,000.0000	06/17/2013	01/27/2015
BF204	Stopped	18,000,000.0000	01/27/2015	

For online access to view your account please use the following link and use your email address on file as your User ID.

If you have questions please contact us at 919-744-2722.

<https://cu.issuereirect.com/portal/Login.csp>

EXHIBIT 3



Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300

**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 800906451 12/06/2007
Document #: 195275860002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Dome Capital, LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Thomas B. Mock

C. The business address of the registered agent and the registered office address is:

Street Address:

13760 Noel Road, Suite 840 Dallas TX 75240

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **David Jackson**

Title: **Manager**

Address: **P. O. Box 837013 Richardson TX, USA 75083**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Thomas B. Mock **13760 Noel Road, Suite 840, Dallas TX 75240**

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Thomas B. Mock

Signature of Organizer

FILING OFFICE COPY

EXHIBIT 4



**Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
Dome Capital, LLC**

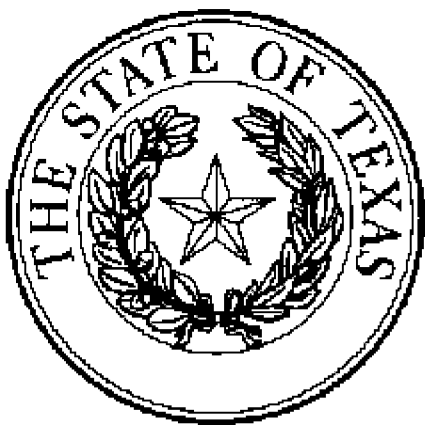
File Number : 800906451

Certificate / Charter forfeited : November 06, 2009

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

EXHIBIT 5

**STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION**

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Dome Capital LLC**
Filing ID **2015-000682797**
Type Limited Liability Company Status Inactive -
Administratively
Dissolved (Tax)

General Information

Old Name		Sub Status	Archived
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Delinquent
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	03/12/2015 1:58 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	05/09/2016

Principal Address

1287 17TH STREET
HOUSTON, TX 77008

Mailing Address

1287 17TH STREET
HOUSTON, TX 77008

Registered Agent Address

No Agent
No Office
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Capital Administrations, LLC

Notes

Date	Recorded By	Note
------	-------------	------

Annual Report History

Num	Status	Date	Year	Tax
-----	--------	------	------	-----

Amendment History

ID	Description	Date
----	-------------	------

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name	Dome Capital LLC		
Filing ID	2015-000682797		
Type	Limited Liability Company	Status	Inactive - Administratively Dissolved (Tax)
<hr/>			
2018-002299286	System Archive		05/11/2018
	Filing Sub Status Changed From: Current To: Archived		
2016-001902024	Dissolution / Revocation - Tax		05/09/2016
	Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)		
	Inactive Date Changed From: No Value To: 05/09/2016		
2016-001881028	RA Resignation		04/20/2016
	Registered Agent # Changed From: 0196923 To: No Value		
	Registered Agent Organization Name Changed From: Capital Administrations LLC To: No Agent		
	Registered Agent Physical Address 1 Changed From: 1712 Pioneer Ave Ste 115 To: No Office		
	Registered Agent Physical City Changed From: Cheyenne To: No Value		
	Registered Agent Physical Postal Code Changed From: 82001 To: No Value		
2016-001881027	Address Update		04/20/2016
	Principal Address 1 Changed From: 1712 Pioneer Ave Ste 6057A To: 1287 17TH STREET		
	Principal City Changed From: Cheyenne To: HOUSTON		
	Principal State Changed From: WY To: TX		
	Principal Postal Code Changed From: 82001 To: 77008		
2016-001863030	Delinquency Notice - Tax		03/02/2016
See Filing ID	Initial Filing		03/12/2015

EXHIBIT 6

**WRITTEN CONSENT IN LIEU OF MEETING
OF THE SHAREHOLDERS OF
BLUEFIRE EQUIPMENT CORP.**

March 3, 2014

The undersigned, being majority shareholder of BLUEFIRE EQUIPMENT CORP., a Delaware corporation (the "Company"), hereby adopts the following resolution by unanimous written consent:

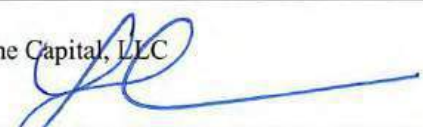
RESOLVED, that the undersigned majority shareholder hereby accepts the resignations of William A. Blackwell ("Blackwell") from the positions of Chairman, Chief Executive Officer, and any and all other positions of the Company that Blackwell occupies; and

FURTHER RESOLVED, that the undersigned majority shareholder hereby accepts the resignations of Anatoli Borissov ("Borissov") from the positions of President, Chief Operating Officer, Director, and any and all other positions of the Company that Borissov occupies; and

FURTHER RESOLVED, that the undersigned majority shareholder hereby appoints the following individual to as the sole member of the Company's Board of Directors, until their successors shall be duly appointed, elected and qualified:

<u>Name</u>	<u>Title</u>
Lydia Cotton	Director

IN WITNESS WHEREOF, the undersigned being majority shareholder of the Company have executed this written consent, and the actions taken herein to be effective as of the date first written above.

<u>Shareholder</u>	<u>No. Shares Owned</u>	<u>% of Outstanding Shares</u>
Dome Capital, LLC 	18,000,000	53.00%
By: _____ Name: <u>Lydia Cotton</u> Title: <u>Managing Member</u>		
Total	<u>18,000,000</u>	<u>53.00%</u>

CERTIFICATE OF SECRETARY

BLUEFIRE EQUIPMENT CORP.

The undersigned, Lydia Cotton, Secretary of **BLUEFIRE EQUIPMENT CORP.**, a Delaware corporation (the "Company"), does hereby certify as follows on behalf of the Company that the Written Consent of the Board of Directors with an effective date of March 3, 2014 as set forth above (the "Written Consent") is a true and correct copy of the Written Consent adopted by the Board of Directors of the Company. The Written Consent has not been amended, modified or rescinded, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 3rd day of March, 2014.

BLUEFIRE EQUIPMENT CORP.



Lydia Cotton
Secretary

EXHIBIT 7

**AFFIDAVIT FOR REPLACEMENT OF
SECURITIES AND INDEMNITY AGREEMENT**

STATE OF: Texas
COUNTY OF: Harris

The undersigned, being duly sworn, deposes, says and agrees:

1. I, Lydia Cotton, Manager, Dome Capital LLC being of legal age and residing at 1287 17th Street, Houston,
County of Harris, State Texas 77008.
2. On or about the 10th day of January, 20 15, certificate(s), _____
(the "Securities") representing 18,000,000 shares of BlueFire Equipment Corp. (the "Company") were discovered missing under the following circumstances:
Shareholder discovered certificates had been lost during previous
move to new location.
3. Except as stated above, I have no knowledge or information as to the whereabouts of the Securities.
4. The securities in question were not endorsed, nor were they accompanied by an assignment separate from certificate. Furthermore the ownership of said securities had not been negotiated upon at any time in the past.
5. The sole and absolute owner of the Securities is the undersigned.
6. Neither the Securities nor any of the rights represented thereby have been sold, assigned, endorsed, transferred or deposited under any agreement or subject to any hypothecation, lien or pledge, or in any other manner disposed of by or on behalf of said owner, and neither said owner nor anyone on behalf of said owner as executed any power of attorney, stock power or other assignment or authorization in respect thereof, which is now outstanding, and in force; and no person, firm or corporation other than said owner has any right, title, claim, equity or interest in or to the Securities or any of the rights represented thereby.
7. This Agreement is made for the purpose of inducing BlueFire Equipment Corp. (the "Company") and ***DIRECT TRANSFER LLC***, (the "Transfer Agent") (1) to refuse to honor the Securities should they be presented by anyone other than said owner for transfer, payment, exchange or otherwise, and (2) to issue replacement securities in lieu thereof or to make the transfer, payment, delivery or exchange to which said owner would be entitled upon the surrender of the Securities.
8. In consideration of the willingness of the Company to issue and deliver to the undersigned a new instrument to replace the Securities or to make payment, credit, transfer, registration, exchange or delivery called for by, upon or in respect of the Securities without requiring the presentation or surrender thereof for cancellation or stamping or for any other purpose, the undersigned shall forever defend, indemnify and hold harmless the Company and Transfer Agent from and against any and all claims, demands, actions and suits (whether groundless or otherwise) and from and against any and all liabilities, losses, damages, costs and charges (including counsel fees and all other expenses) of every nature and character as the same may arise or be made against or be incurred by the Company or Transfer Agent, or to which the Company or Transfer Agent may be subjected, or which the Company or Transfer Agent may sustain, whether by reason or in consequence of any claim which may be made in respect of the Securities, or the

issuance or delivery of, or refusal to issue or deliver, a new instrument or instruments to any person or persons presenting or surrendering the Securities, or the issuance or delivery of a new instrument or instruments in place of the Securities.

- 9. The undersigned agrees that in case the Securities be found or come into his or her hands, custody or power or into the hands, custody or power of any other person or persons, the undersigned forthwith on demand shall deliver or cause the same to be delivered to the Company in order to be cancelled.

This Agreement is entered into under and pursuant to the laws of the State of North Carolina and shall in all respects be construed in accordance with laws of said State.

This Agreement is executed and is effective this 26th day of January, 2015

Signature: *[Signature]* *Lydia Cotton* Signature: _____
(if held jointly)

Phone Number: 832 415 7688

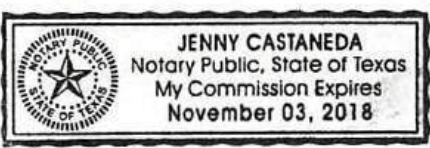
Sworn to and subscribed before me,

This 26 day of January, 2015

Jenny Castaneda
Notary Public

Print Name: Jenny Castaneda

[Notary Seal]



My Commission Expires: _____

EXHIBIT 8

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") dated as of February 5, 2015, by and between Dome Capital, LLC, a Texas limited liability company with an address of 1287 W. 17th St., Houston, Texas 77008 (the "Seller"), and HG Restaurant Management Group, Corp., with an address of 45 NE 3rd Ave., Miami, FL 33132 (the "Purchaser"). Composite Exhibit A may be in one or more parts.

RECITALS

WHEREAS, Seller is the owner of 18,000,000 shares of the issued and outstanding shares of common stock, \$0.0001 par value (the "Shares") of BlueFire Equipment Corp., a Delaware corporation (the "Company").

WHEREAS, pursuant to the terms and conditions of this Agreement, Seller desires to sell, and Purchaser desires to purchase, all of the Seller's rights, title, and interest in and to all of the Shares as further described herein.

WHEREAS, Seller shall pay and accept full responsibility for any and all liabilities incurred by the Company, on or before the Closing, including but not limited to those listed on Composite Exhibit B.

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 is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:


1. Agreement to Purchase and Sell. Subject to the terms and conditions of this Agreement, simultaneous with the execution and delivery of this Agreement, Seller shall sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser shall accept and purchase, the Shares and any and all rights in the Shares to which Seller is entitled, and by doing so Seller shall be deemed to have assigned all of his rights, titles and interest in and to the Shares to Purchaser. Such sale of the Shares shall be evidenced by stock certificates, duly endorsed in blank or accompanied by stock powers duly executed in blank or other instruments of transfer in form and substance reasonably satisfactory to the transfer agent of the Company.

2. Consideration. In consideration for the sale of the Shares, Purchaser shall deliver to Seller (the "Purchase Price") an aggregate of \$5,000.00.

3. Closing; Deliveries.

(a) The purchase and sale of the Shares shall be held on or before February 5, 2015 (the "Closing").

(b) At the Closing, Seller shall deliver to Purchaser (A) stock certificates evidencing the Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank, or other instruments of transfer in form and substance reasonably satisfactory to Purchaser, (B) any documentary evidence of the due recordation in the Company's share register of Purchaser's full and unrestricted title to the Shares, and (C) such other documents as may be required under applicable law or reasonably requested by Purchaser. ~~Within three (3) business days after Closing, Purchaser shall deliver to Seller the Purchase Price by wire transfer of immediately available funds to an account designated by the Seller.~~ Concurrent with the Closing, Purchaser shall deliver to Seller the Purchase Price by wire transfer of immediately available funds to the account designated by Seller. The Parties acknowledge that Closing shall not be deemed complete prior to the receipt of such Purchase Price by Seller. In no case shall Purchaser effectuate any post closing transfer or sale of the Shares prior to Seller receiving the Purchase Price.



4. Representations and Warranties of Seller. As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated herein, Seller represents and warrants to Purchaser as follows:

4.1 **Authority.** Seller has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform his obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof.

4.2 **Ownership.** Seller is the sole record and beneficial owner of the Shares, has good and marketable title to the Shares, free and clear of all Encumbrances (hereafter defined), other than applicable restrictions under applicable securities laws, and has full legal right and power to sell, transfer and deliver the Shares to Purchaser in accordance with this Agreement. "Encumbrances" means any liens, pledges, hypothecations, charges, adverse claims, options, preferential arrangements or restrictions of any kind, including, without limitation, any restriction of the use, voting, transfer, receipt of income or other exercise of any attributes of ownership. Upon the execution and delivery of this Agreement, Purchaser will receive good and marketable title to the Shares, free and clear of all Encumbrances, other than restrictions imposed pursuant to any applicable securities laws and regulations. There are no stockholders' agreements, voting trust, proxies, options, rights of first refusal or any other agreements or understandings with respect to the Shares.

4.3 **Valid Issuance.** The Shares are duly authorized, validly issued, fully paid and non-assessable, and were not issued in violation of any preemptive or similar rights.

4.4 **No Conflict.** None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (i) any instrument, contract or agreement to which the Seller is a party or by which he is bound, or to which the Shares are subject; or (ii) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to the Seller or the Shares.

4.5 **No Consent.** No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by the Seller of any of the transactions on its part contemplated under this Agreement.

4.6 **No Other Interest.** Neither Seller nor any of his respective affiliates has any interest, direct or indirect, in any shares of capital stock or other equity in the Company or has any other direct or indirect interest in any tangible or intangible property which the Company uses or has used in the business conducted by the Company, or has any direct or indirect outstanding indebtedness to or from the Company, or related, directly or indirectly, to its assets, other than the Shares.


4.7 **No General Solicitation or Advertising.** Neither any Seller nor any of its affiliates nor any person acting on its or their behalf (i) has conducted or will conduct any general solicitation (as that term is used in Rule 502(c) of Regulation D) or general advertising with respect to any of the Shares, or (ii) made any offers or sales of any security or solicited any offers to buy any security under any circumstances that would require registration of the Shares under the Securities Act of 1933, as amended (the "Securities Act").

4.8 **Capitalization.** The authorized capital of the Company solely consists of 100,000,000 shares of common stock, par value \$0.0001, of which a total of 33,947,368 shares are issued and outstanding (the "Issued and Outstanding Common Stock"). The Issued and Outstanding Common Stock

has been duly authorized, issued, fully paid and nonassessable, free and clear of all liens, charges, pledges, security interests, encumbrances, right of first refusal, preemptive right or other restriction. No person, firm or corporation has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require the Company to issue any shares in its capital or to convert any securities of the Company or of any other company into shares in the capital of the Company.

4.9 Assets. The Company has good and marketable title to all of its assets, and such assets are free and clear of any financial encumbrances not disclosed in the financial statements included in the SEC Reports defined below.

~~4.10 SEC Reports. The Company has filed all reports required to be filed by it under the Securities Act and the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) of the Exchange Act, (the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the United States Securities and Exchange Commission (the "Commission") promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing;~~



4.11 Registration/Anti-Dilution Rights. The Company is not a party to or bound by any agreement or understanding granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; no person has a right to purchase or acquire or receive any equity or debt security of the Company.

4.12 Further Assistance. The Seller agrees to execute and deliver such other documents and to perform such other acts as shall be necessary to effectuate the purposes of this Agreement.

4.13 Litigation. There are no actions, suits, proceedings, judgments, claims or investigations pending or threatened by or against the Company or affecting the Company or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. The Company has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which would result in the discovery of such default.

4.14 Liabilities. There are no trade payables, accrued expenses, liabilities, obligations or commitments which the Company would be required to accrue or reflect in its financial statements pursuant to GAAP as of the date hereof.

4.15 Tax Returns. The Company has timely filed all state, federal or local income and/or franchise tax returns required to be filed by it from inception to the date hereof. Each of such income tax returns reflects the taxes due for the period covered thereby, except for amounts which, in the aggregate, are immaterial. In addition, all such tax returns are correct and complete in all material respects. All taxes of the Company which are (i) shown as due on such tax returns, (ii) otherwise due and payable or (iii) claimed or asserted by any taxing authority to be due, have been paid, except for those taxes being

contested in good faith and for which adequate reserves have been established in the financial statements included in the financial statements in accordance with GAAP. There are no liens for any taxes upon the assets of the Company, other than statutory liens for taxes not yet due and payable. The Company does not know of any proposed or threatened tax claims or assessments.

4.16 Books and Records. The books and records, financial and otherwise, of the Company are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

4.17 Full Disclosure. No representation or warranty of the Seller to the Purchaser in this Agreement omits to state a material fact necessary to make the statements herein, in light of the circumstances in which they were made, not misleading. There is no fact known to the Seller that has specific application to the Shares or the Company that materially adversely affects or, as far as can be reasonably foreseen, materially threatens the Shares or the Company that has not been set forth in this Agreement.

4.18 Indemnification. Seller and its beneficial owners hereby agree to indemnify the Company for any and all liabilities (including but not limited to accrued salaries of the Company's officers and directors) of the Company as of the Closing, including but not limited to any and all monies owed to the individuals and entities listed on Composite Exhibit B hereto, that arose on or before the Closing, in accordance with the indemnification agreement attached as Composite Exhibit C hereto.

5. Representations and Warranties of Purchaser. As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Purchaser represents and warrants to Seller as follows:

5.1 Authority. Purchaser has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform his obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms hereof.

5.2 No Consent. No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by the Purchaser of any of the transactions on its part contemplated under this Agreement.

5.3 No Conflict. None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (i) any instrument, contract or agreement to which Purchaser is a party or by which he is bound; or (ii) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to Purchaser.

5.4 No Advertising. At no time was the Purchaser presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

5.5 Investment Purposes. The Purchaser is acquiring the restricted Shares for his own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in the amount of restricted Shares the Purchaser is acquiring herein. Further,

the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the restricted Shares the Purchaser is acquiring.

6. Indemnification; Survival.

6.1 Indemnification. Each party hereto shall jointly and severally indemnify and hold harmless the other party and such other party's agents, beneficiaries, affiliates, representatives and their respective successors and assigns (collectively, the "Indemnified Persons") from and against any and all damages, losses, liabilities, taxes and costs and expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") resulting directly or indirectly from (a) any inaccuracy, misrepresentation, breach of warranty or nonfulfillment of any of the representations and warranties of such party in this Agreement, or any actions, omissions or statements of fact inconsistent with in any material respect any such representation or warranty, (b) any failure by such party to perform or comply with any agreement, covenant or obligation in this Agreement.

6.2 Survival. All representations, warranties, covenants and agreements of the parties contained herein or in any other certificate or document delivered pursuant hereto shall survive the date hereof until the expiration of the applicable statute of limitations.

7. Miscellaneous.

7.1 Further Assurances. From time to time, whether at or following the Closing, each party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

7.2 Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (c) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent to the addresses of the parties as indicated on the signature page hereto. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

7.3 Choice of Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law. Each of the parties agree to submit to the jurisdiction of the federal or state courts located in Port St. Lucie County, Florida in any actions or proceedings arising out of or relating to this Agreement. Each of the parties, by execution and delivery of this Agreement, expressly and irrevocably (i) consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding; (ii) consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to such party as set forth in Section 7.2 above and (iii) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis. EACH OF THE UNDERSIGNED HEREBY WAIVES FOR ITSELF AND ITS PERMITTED SUCCESSORS AND ASSIGNS THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT.

7.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements and understandings of the parties relating to the subject matter hereof. No representation, promise, inducement, waiver of rights, agreement or statement of intention has been made by any of the parties which is not expressly embodied in this Agreement.

7.5 Assignment. Each party's rights and obligations under this Agreement shall not be assigned or delegated, by operation of law or otherwise, without the other party's prior written consent, and any such assignment or attempted assignment shall be void, of no force or effect, and shall constitute a material default by such party.

7.6 Amendments. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto.

7.7 Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other term, covenant, representation or warranty of this Agreement.

7.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Severability. If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, 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 an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

7.10 Interpretation. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a party or parties on the ground that such party or parties drafted or was more responsible for the drafting of any such provision(s). The parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement and that the legal effect of this Agreement has been fully explained to its satisfaction by counsel of its own choosing.

7.11 Spinoff. In the event that the Buyer and the Company determine to complete a spin-off of the Company's pre-closing assets and liabilities and/or business operations to Seller, and in the sole discretion of the Buyer and the Company, the Seller shall accept such pre-closing assets, liabilities, and/or business operations, and take all reasonably requested action, within a prompt period of time, to effectuate such spin-off, including but not limited to execution of necessary documents and attestations relating to such pre-closing assets, liabilities, and business operations. Further, Seller shall execute the irrevocable power of attorney document attached hereto as Composite Exhibit D.

IN WITNESS WHEREOF, the parties have duly executed this Stock Purchase Agreement as of the date first above written.

SELLER:

DOMESTIC CAPITAL, LLC



Name: Lydia Cotton
Title: Managing Member

AGREED AND ACCEPTED BY:

BLUEFIRE EQUIPMENT CORP.



Name: Lydia Cotton
Title: Chief Executive Officer and Director

Composite Exhibit A
Purchaser's Signature Pages

	No. Shares to be Acquired	Total Purchase Price
	18,000,000	\$5,000.00

Sign:

**HG RESTAURANT MANAGEMENT
GROUP, CORP.**

Name: Adel Abunassar
Title: Sole Officer and Director

Composite Exhibit B

List of Potential Outstanding Expenses, Liabilities, and/or Accrued Salaries of the Company

- (1) A+ Airfreight, Inc.
- (2) The Amatong Law Firm, PLLC
- (3) Amazon Web Services
- (4) BEXXT, LLC
- (5) William Blackwell (expenses and salary)
- (6) Business Wire, Inc.
- (7) Dennis Tool Company
- (8) Diapac, LLC
- (9) Drill Master, Inc.
- (10) General Vortex Energy, Inc.
- (11) Roy Gonzales
- (12) Charles Grob
- (13) IdeaNet Communications
- (14) Image Pro Technologies
- (15) International Diamond Services, Inc.
- (16) Issuer Direct
- (17) JDC Design Services
- (18) Loev Corporate Filings, Inc.
- (19) The Loev Law Firm, PC
- (20) Logan SuperAbrasives
- (21) McConnel & Jones, CPAs
- (22) Newton Collaboration, LLC
- (23) Oakdale Resources, LLC
- (24) P3XBRL, Inc.
- (25) David Parisi
- (26) PR Newswire
- (27) Quote Media
- (28) Streets & Steele (law firm)
- (29) Tercel Oilfield Products
- (30) Comptroller of Public Accounts for the State of Texas
- (31) US Synthetic Corporation
- (32) Vine Street Studios
- (33) Vision Production Group
- (34) Tom L. Willis
- (35) Alejandro Yrausquin
- (36) William Blackwell
- (37) Anatoli Borissov
- (38) Browning Bushman, P.C.
- (39) Scottsdale Capital Advisors
- (40) Alpine Securities
- (41) Direct Transfer (Issuer Direct)
- (42) Gene Duncan
- (43) Randolph Coy
- (44) Dome Capital, LLC
- (45) Randall Newton
- (46) Grupo Sierra Alta Corporation

Composite Exhibit C
(see attached)

EXHIBIT 9

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE



THIS CERTIFIES THAT

DOME CAPITAL, LLC

IS THE RECORD HOLDER OF

EIGHTEEN MILLION

FULLY PAID AND NON ASSESSABLE SHARES OF \$0.0001 PAR VALUE STOCK OF:

BLUEFIRE EQUIPMENT CORPORATION, transferable on the books of the Corporation by the holder hereof, in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by an authorized representative of the Transfer Agent.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized Officers, certified with the seal of the Corporation.

Dated: 01/27/2015

William A. Blackwell
144 RESTRICTED SHARES
The shares represented by this certificate have not been registered under the Securities Act of 1933 (the "Act"), and are Restricted Securities as that term is defined in Rule 144 of the Act, and requires written release from either the issuer or their attorney prior to legend removal. WILLIAM BLACKWELL, CHIEF EXECUTIVE OFFICER

CUSIP NO. 096256 100



096256100

By *[Signature]*
Authorized Signature - Direct Transfer
Morrisville, NC • (919) 481-4000

EXHIBIT 10

1/27/2015

FedEx Ship Manager - Print Your Label(s)

From: (919) 481-4000
Eddie Tobler
ISSUER DIRECT
500 Perimeter Park
Suite D
MORRISVILLE, NC 27560

Origin ID: MXEA



J151015011403UN

Ship Date: 27.JAN15
ActWgt: 0.2 LB
CAD: 102916846/NET3610

Delivery Address Bar Code



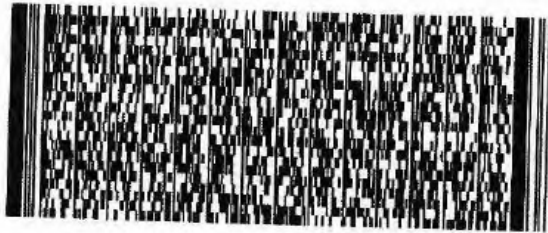
SHIP TO: (919) 481-4000
Attn: Chad Friend
Legal & Compliance LLC
330 Clematis Street, Suite 217
WEST PALM BEACH, FL 33401

BILL THIRD PARTY

Ref # Dome
Invoice # Anthony PLLC
PO # #
Dept # 561-514-0936

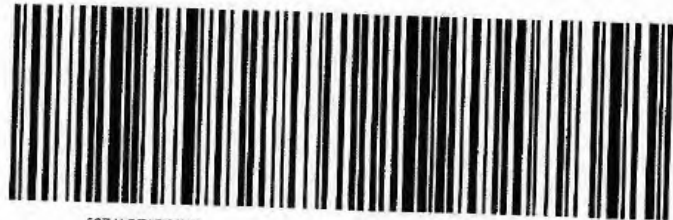
WED - 28 JAN AA
STANDARD OVERNIGHT

TRK# 7727 2618 3566
0201



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33401
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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE



THIS CERTIFIES THAT

DOME CAPITAL, LLC

IS THE RECORD HOLDER OF

EIGHTEEN MILLION

FULLY PAID AND NON ASSESSABLE SHARES OF \$0.0001 PAR VALUE STOCK OF:

BLUEFIRE EQUIPMENT CORPORATION, transferable on the books of the Corporation by the holder hereof, in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by an authorized representative of the Transfer Agent.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized Officers, certified with the seal of the Corporation.

Dated: 01/27/2015

The shares represented by this certificate have not been registered under the Securities Act of 1933 (the "Act"), and are Restricted Securities as that term is defined in Rule 144 of the Act, and requires written release from either *William A. Blackwell* company or their attorney prior to legend removal. **WILLIAM BLACKWELL, CHIEF EXECUTIVE OFFICER**

CUSIP NO. 096256 100



096256100

By *[Signature]*
Authorized Signature - Direct Transfer
Morrisville, NC • (919) 481-4000

EXHIBIT 11

From: Julie Felix <Julie.Felix@issuerdirect.com>
Sent: Wednesday, November 15, 2023 1:07 PM
To: Laura Anthony <LAnthony@anthonypllc.com>; Nickolas Tabraue <ntabbs88@yahoo.com>;
Fred Lehrer <flehrer@securitiesattorney1.com>; ELGAMRINI . <gamrini@gmail.com>; Chad
Friend <CFriend@anthonypllc.com>; Carey Leary <CLEary@anthonypllc.com>
Subject: RE: Urgent Regarding BLFR

Hi Laura,
I hope all is well.

I have attached a copy of the FedEx label for the package that contained the certificate.
Hopefully it will help.

Thanks
Julie

For faster processing and response time please copy transfer@issuerdirect.com in all future correspondence.

Julie Felix | Senior Platform Specialist- Corporate Transfer
ISSUER DIRECT CORPORATION | www.issuerdirect.com
801.272.9294 ex: 711 – 0
Julie.Felix@issuerdirect.com

1/27/2015

FedEx Ship Manager - Print Your Label(s)

From: (919) 481-4000
Eddie Tobler
ISSUER DIRECT
500 Perimeter Park
Suite D
MORRISVILLE, NC 27560

Origin ID: MXEA



J151015011403UN

Ship Date: 27.JAN15
ActWgt: 0.2 LB
CAD: 102916846/NET3610

Delivery Address Bar Code



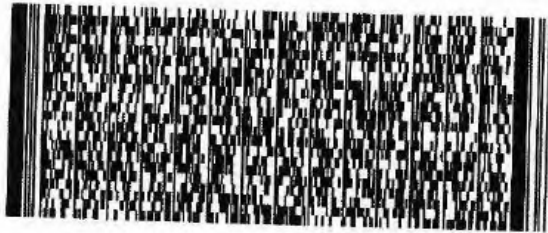
SHIP TO: (919) 481-4000
Attn: Chad Friend
Legal & Compliance LLC
330 Clematis Street, Suite 217
WEST PALM BEACH, FL 33401

BILL THIRD PARTY

Ref # Dome
Invoice # Anthony PLLC
PO # #
Dept # 561-514-0936

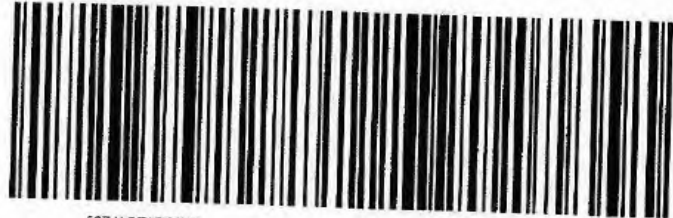
WED - 28 JAN AA
STANDARD OVERNIGHT

TRK# 7727 2618 3566
0201



XH P B I A

33401
FL-US
PBI



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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE



THIS CERTIFIES THAT

DOME CAPITAL, LLC

IS THE RECORD HOLDER OF

EIGHTEEN MILLION

FULLY PAID AND NON ASSESSABLE SHARES OF \$0.0001 PAR VALUE STOCK OF:

BLUEFIRE EQUIPMENT CORPORATION, transferable on the books of the Corporation by the holder hereof, in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. This Certificate is not valid unless countersigned by an authorized representative of the Transfer Agent.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized Officers, certified with the seal of the Corporation.

Dated: 01/27/2015

The shares represented by this certificate have not been registered under the Securities Act of 1933 (the "Act"), and are Restricted Securities as that term is defined in Rule 144 of the Act, and requires written release from either *William A. Blackwell* company or their attorney prior to legend removal. **WILLIAM BLACKWELL, CHIEF EXECUTIVE OFFICER**

CUSIP NO. 096256 100



096256100

By *[Signature]*
Authorized Signature - Direct Transfer
Morrisville, NC • (919) 481-4000

EXHIBIT 12

Julie Felix

From: Chad Friend <CFriend@anthonypllc.com>
Sent: Thursday, November 16, 2023 8:42 AM
To: Julie Felix; Laura Anthony; Nickolas Tabraue
Cc: Fred Lehrer; ELGAMRINI .; Carey Leary
Subject: RE: Urgent Regarding BLFR

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - THIS MESSAGE IS FROM AN EXTERNAL SENDER]

Julie,

Can the shareholder complete a lost certificate affidavit? This is typically what we see occur when a certificate is missing. Thank you.

Chad Friend, Esq., LL.M.
Anthony L.G., PLLC
1700 Palm Beach Lakes Blvd., Suite 820
West Palm Beach, FL 33401
Office: 561-514-0936
Mobile: 561-715-3339
Email: CFriend@AnthonyPLLC.com
AnthonyPLLC.com
SecuritiesLawBlog.com
LawCast.com

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EXHIBIT 13



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Anthony L.G. PLLC
https://www.legalandcompliance.com › laura-anthony-e...

Anthony, Laura E. Esq.

Florida State University College of Law, Tallahassee, Florida. Juris ... Certified Legal Specialties. Approved PAL and OTC Markets Advisor, OTC Markets ...

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Florida Department of State (.gov)
https://dos.fl.gov › sunbiz › start-business › efile › fl-llc

Florida Limited Liability Company - Division of Corporations

To create a Florida limited liability company (LLC) OR correct your rejected online filing: Review the instructions for filing the Articles of Organization.

Online Sunshine
http://www.leg.state.fl.us › statutes

The 2024 Florida Statutes

(26) "Foreign limited liability company" means an unincorporated entity that was formed in a jurisdiction other than this state and is denominated by that law ...

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EXHIBIT 14

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") dated as of March 20, 2015, by and between DOME CAPITAL, LLC, a Wyoming limited liability company, with a principal address of 5201 Memorial Drive, #443, Houston, Texas 77007, (the "Seller") and Ali Ahmed, an individual, with an address of 2165 Dominion Blvd, Windsor, Ontario, Canada, N9B 3H8, (the "Purchaser") (collectively referred herein as "Party" or "Parties")

RECITALS

WHEREAS, Seller is the owner of eighteen million (18,000,000) shares of the issued and outstanding shares of common stock, with a par value of \$0.0001 (the "Shares") of BlueFire Equipment Corporation, a Delaware company (the "Company").

WHEREAS, Pursuant to the terms and conditions of this Agreement, Seller desires to sell, and Purchaser desires to purchase, all of the Seller's rights, title, and interest in and to all of the Shares as further described herein.

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 is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **Agreement to Purchase and Sell.** Subject to the terms and conditions of this Agreement, simultaneous with the execution and delivery of this Agreement, Seller shall sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser shall accept and purchase, the Shares and any and all rights in the Shares to which Seller is entitled, and by doing so Seller shall be deemed to have assigned all of its rights, titles and interest in and to the Shares to Purchaser. Such sale of the Shares shall be evidenced by stock certificates, duly endorsed in blank or accompanied by stock powers duly executed in blank or other instruments of transfer in form and substance reasonably satisfactory to the transfer agent of the Company.

2. **Consideration.** In consideration for the sale of the Shares, Purchaser shall deliver to Seller (the "Purchase Price") an aggregate of Nineteen Thousand Six Hundred and No/100 Dollars, (\$19,600).

3. **Closing; Deliveries.**

(a) The purchase and sale of the Shares shall be held on or before March 20, 2015 (the "Closing").

(b) At Closing, Seller shall have delivered to the Escrow Agent, as directed by that certain Escrow Agreement, dated March 3, 2015, by and among the Seller, the Purchaser's agent and J.M. Walker & Associates (the "Escrow Agent") (A) stock certificates evidencing the Shares, duly endorsed in blank or accompanied by medallion guaranteed stock powers duly executed in blank, or other instruments of transfer in form and substance reasonably satisfactory to Purchaser, (B) any documentary evidence of the due recordation in the Company's share register of Purchaser's full and unrestricted title to the Shares, and (C) all corporate books and records for the Company; and (D) such other documents as may be required under applicable law or reasonably requested by Purchaser. At Closing, Purchaser shall have delivered to Escrow Agent the Purchase Price by wire transfer of immediately available funds to the account designated by the Escrow Agent.

4. **Representations and Warranties of Seller.** As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated herein, Seller represents and warrants to Purchaser as follows:

4.1. **Authority.** Seller has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof.

4.2. **Ownership.** Seller is the sole record and beneficial owner of the Shares, has good and marketable title to the Shares, free and clear of all Encumbrances (hereafter defined) other than applicable restrictions under applicable securities laws, and has full legal right and power to sell, transfer and deliver the Shares to Purchaser in accordance with this Agreement. "Encumbrance" means any liens, pledges, hypothecations, charges, adverse claims, options, preferential arrangements or restrictions of any kind, including, without limitation, any restriction of the use, voting, transfer, receipt of income or other exercise of any attributes of ownership. Upon the execution and delivery of this Agreement, Purchaser will receive good and marketable title to the Shares, free and clear of all Encumbrances, other than restrictions imposed pursuant to any applicable securities laws and regulations. There are no stockholders agreements, voting trust proxies, options, rights of first refusal or any other agreements or understandings with respect to the Shares.

4.3. **Valid Issuance.** The Shares are duly authorized, validly issued, fully paid and non-assessable, and were not issued in violation of any preemptive or similar rights.

4.4. **No Conflict.** None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) results in a termination, breach or violation of (i) any instrument, contract or agreement to which the Seller is a party or by which it is bound, or to which the Shares are subject, or (ii) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to the Seller or the Shares.

4.5. **No Consent.** No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by the Seller of any of the transactions on its part contemplated under this Agreement.

4.6. **No Other Interest.** Neither Seller nor any of its respective affiliates has any interest, direct or indirect, in any shares of capital stock or other equities in the Company or has any other direct or indirect interest in any tangible or intangible property which the Company uses or has used in the business conducted by the Company, or has any direct or indirect outstanding indebtedness to or from the Company, or related, directly or indirectly, to its assets, other than the Shares.

4.7. **No General Solicitation or Advertising.** Neither the Seller, nor any of its affiliates, nor any person acting on its or their behalf (i) has conducted or will conduct any general solicitation (as that term is used in Rule 502(c) of Regulation D) or general advertising with respect to any of the Shares, or (ii) made any offers or sales of any security or solicited any offers to buy any security under any circumstances that would require registration of the Shares under the Securities Act of 1933, as amended (the "Securities Act").

4.8. **Capitalization.** The authorized capital of the Company consists of 100,000,000 shares of common stock, par value \$0.0001, of which a total of 11,947,368 shares are issued and outstanding (the

"Issued and Outstanding Common Stock"). The Issued and Outstanding Common Stock has been duly authorized, issued, fully paid and nonassessable, free and clear of all liens, charges, pledges, security interests, encumbrances, right of first refusal, preemptive right or other restriction. No person, firm or corporation has any right, agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option to require the Company to issue any shares in its capital or to convert any securities of the Company or of any other company into shares in the capital of the Company.

4.9 Assets. The Company has good and marketable title to all of its assets, and such assets are free and clear of any financial encumbrances not disclosed in the financial statements included in the SEC Reports defined below.

4.10. SEC Reports. The Company filed an S-1 registration statement with the Securities and Exchange Commission (the "SEC") on May 15 2012. For the period from at least July 2012 through November 2013, the Company filed all reports required to be filed by it under the Securities Act and the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) of the Exchange Act, (the "SEC Reports") on a timely basis or received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the United States Securities and Exchange Commission (the "Commission") promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing.

4.11 Registration Anti-Dilution Rights. The Company is not a party to or bound by any agreement or understanding granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; no person has a right to purchase or acquire or receive any equity or debt security of the Company.

4.12. Further Assistance. The Seller agrees to execute and deliver such other documents and to perform such other acts as shall be necessary to effectuate the purposes of this Agreement.

4.13. Litigation. There are no actions, suits, proceedings, judgments, claims or investigations pending or threatened by or against the Seller or the Company or affecting the Company or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. The Company has no knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule or regulation of any court, arbitrator, or governmental agency or instrumentality or any circumstance which would result in the discovery of such default.

4.14. Liabilities. There are no trade payables, accrued expenses, liabilities, obligations or commitments which the Company would be required to accrue or reflect in its financial statements pursuant to GAAP as of the date hereof.

4.15. Tax Returns. The Company has timely filed all state, federal or local income and/or franchise tax returns required to be filed by it from inception to the date hereof. Each of such income tax

returns reflects the taxes due for the period covered thereby, except for amounts which, in the aggregate, are immaterial. In addition, all such tax returns are correct and complete in all material respects. All taxes of the Company which are (i) shown as due on such tax returns, (ii) otherwise due and payable or (iii) claimed or asserted by any taxing authority to be due, have been paid, except for those taxes being contested in good faith and for which adequate reserves have been established in the financial statements included in the financial statements in accordance with GAAP. There are no liens for any taxes upon the assets of the Company, other than statutory liens for taxes not yet due and payable. The Company does not know of any proposed or threatened tax claims or assessments.

4.16. **Books and Records.** The books and records, financial and otherwise, of the Company are in all material aspects complete and correct and have been maintained in accordance with good business and accounting practices.

4.17. **Full Disclosure.** No representation or warranty of the Seller to the Purchaser in this Agreement omits to state a material fact necessary to make the statements herein, in light of the circumstances in which they were made, not misleading. There is no fact known to the Seller that has specific application to the Shares or the Company that materially adversely affects or, as far as can be reasonably foreseen, materially threatens the Shares or the Company that has not been set forth in this Agreement.

4.18. **Compliance With Laws and Regulations.** The Company has complied with all United States federal, state, local and any applicable foreign statutes, laws, rules, regulations, ordinances, codes, orders, judgments, decrees and all other applicable requirements or rules of law to which it is subject (a "Law"). The Company has not received any notification of any asserted present or past failure by it to comply with any such applicable laws or regulations. The Company has all material licenses, permits, orders or approvals from all appropriate governmental bodies required for the conduct of their businesses, and is not in material violation of any such licenses, permits, orders and approvals. All such licenses, permits, orders and approvals are in full force and effect, and no suspension or cancellation of any thereof has been threatened. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

4.19. **NON SHELL STATUS.** The Company is not now and has never been a "shell" company as defined by Rule 405 promulgated under the Securities Act of 1933, as amended.

5. **Representations and Warranties of Purchaser.** As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Purchaser represents and warrants to Seller as follows:

5.1. **Authority.** Purchaser has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform his obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms hereof.

5.2. **No Consent.** No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by the Purchaser of any of the transactions on its part contemplated under this Agreement.

5.3. **No Conflict.** None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (i) any instrument,

contract or agreement to which Purchaser is a party or by which it is bound; or (ii) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to Purchaser.

5.4 Potential Loss of Investment. Purchaser understands that an investment in the Shares is a speculative investment which involves a high degree of risk and the potential loss of its entire investment.

5.5 Receipt of Information. Purchaser has received all documents, records, books and other information pertaining to its investment that has been requested, including without limitation, the SEC filings made by the Company. Purchaser further agrees and acknowledges that the Company is not a "shell" company as defined by Rule 405 promulgated under the Securities Act of 1933, as amended.

5.6 No Advertising. At no time was the Purchaser presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

5.7 Investment Experience. The Purchaser, (either by themselves or with their advisors) is: (i) experienced in making investments of the kind described in this Agreement, (ii) able, by reason of their business and financial experience to protect the Purchaser's interests in connection with the transactions described in this Agreement, and (iii) able to afford the entire loss of the Purchaser's investment in the Shares.

5.8 Investment Purposes. The Purchaser is acquiring the restricted Shares for its own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in the amount of Shares the Purchaser is acquiring herein. Further, the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Shares the Purchaser is acquiring.

6. Indemnification; Survival.

6.1 Indemnification. Each Party hereto shall jointly and severally indemnify and hold harmless the other Party and such other Party's agents, beneficiaries, affiliates, representatives and their respective successors and assigns (collectively, the "Indemnified Persons") from and against any and all damages, losses, liabilities, taxes and costs and expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") resulting directly or indirectly from (a) any inaccuracy, misrepresentation, breach of warranty or nonfulfillment of any of the representations and warranties of such Party in this Agreement, or any actions, omissions or statements of fact inconsistent with in any material respect any such representation or warranty, (b) any failure by such party to perform or comply with any agreement, covenant or obligation in this Agreement

6.2 Survival. All representations, warranties, covenants and agreements of the parties contained herein or in any other certificate or document delivered pursuant hereto shall survive the date hereof until the expiration of the applicable statute of limitations.

7. Miscellaneous.

7.1 Further Assurances. From time to time, whether at or following the Closing, each party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

7.2 Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (c) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent to the addresses of the parties as indicated on the signature page hereto. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

7.3 Choice of Law; Jurisdiction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Each of the parties agree to submit to the jurisdiction of the federal or state courts located in Delaware in any actions or proceedings arising out of or relating to this Agreement. Each of the parties, by execution and delivery of this Agreement, expressly and irrevocably (i) consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding; (ii) consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to such party as set forth in Section 7.2 above and (iii) waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis. EACH OF THE UNDERSIGNED HEREBY WAIVES FOR ITSELF AND ITS PERMITTED SUCCESSORS AND ASSIGNS THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT.

7.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements and understandings of the parties relating to the subject matter hereof. No representation, promise, inducement, waiver of rights, agreement or statement of intention has been made by any of the parties which is not expressly embodied in this Agreement.

7.5 Assignment. Each party's rights and obligations under this Agreement shall not be assigned or delegated, by operation of law or otherwise, without the other party's prior written consent, and any such assignment or attempted assignment shall be void, of no force or effect, and shall constitute a material default by such party.

7.6 Amendments. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto.

7.7 Waivers. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other term, covenant, representation or warranty of this Agreement.

7.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Severability. If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, 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 an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

7.10 Interpretation. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a Party or Parties on the ground that such Party or Parties drafted or was more responsible for the drafting of any such provision(s). The Parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement and that the legal effect of this Agreement has been fully explained to its satisfaction by counsel of its own choosing.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

SELLER:


DOMJ CAPITAL, LLC

Lydia Cotton, managing member

BUYER:

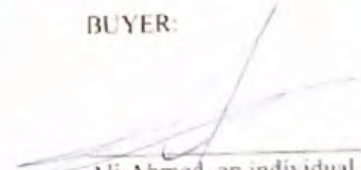

Ali Ahmed, an individual

EXHIBIT 15

**WRITTEN CONSENT OF
BOARD OF DIRECTORS
OF
BLUEFIRE EQUIPMENT CORP.**

March 20, 2015

The undersigned person, constituting all the members of the Board of Directors of BlueFire Equipment Corp., a Delaware corporation (the "Company"), in accordance with Delaware General Corporation Law, Title 8, §141, in a special meeting of the directors, hereby consent, vote in favor of and adopt the following resolutions and waive any notice required to be given in connection therewith:

RESOLVED, that Ali Ahmed, is hereby appointed President, Secretary, and Chief Executive Officer, to serve until his replacement is hired, his death, resignation, removal, or until his successor has been duly selected, hired and qualified; and

RESOLVED FURTHER, that Ahmed Hassan, is hereby appointed Vice President, Treasurer, and Chief Operating Officer, to serve until his replacement is hired, his death, resignation, removal, or until his successor has been duly selected, hired and qualified; and

RESOLVED FURTHER, that the Company's new principal address immediately shall be 487 Ouellette Avenue, Windsor, Ontario N9A 4J2; and

The undersigned directs that this Consent be filed with the minutes of the Company and that; it shall have the same force and effect at a Board of Directors meeting duly called, convened, and held in accordance with the laws in the State of Delaware.

IN WITNESS WHEREOF, the following Director executed this Consent on the date indicated below:



Ali Ahmed, Director
Date: March 20, 2015

EXHIBIT 16

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

In accordance with Section 242.

BLUEFIRE EQUIPMENT CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware **DOES HEREBY CERTIFY:**

FIRST: That at a meeting of the Board of Directors of Bluefire Equipment Corporation, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "**FOURTH**" so that, as amended, said Article shall be and read as follows:

FOURTH: The total number of shares of all classes of stock that the corporation shall have authority to issue is 2,100,000,000, of which 2,000,000,000 shares of par value \$0.0001 per share shall be designated as Common Stock and 100,000,000 shares of par value \$0.0001 shall be designated as Preferred Stock Shares. Preferred Stock may be issued in one or more series from time to time pursuant to a resolution or resolutions providing for such issue adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board of Directors). The Board of Directors is further authorized to fix by resolution or resolutions the designations, powers, preferences and rights and the qualifications, limitations and restrictions thereof, of the shares of each series of Preferred Stock and the number of shares constituting any such series and the destinations thereof, or any of the foregoing. The Board of Directors is further authorized to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series of Preferred Stock, the number of which was fixed by it, subsequent to the issuance of shares of such series then outstanding, subject to the powers, preferences and rights and the qualifications, limitations and restrictions thereof stated in the Certificate of Incorporation or the resolution of the Board of Directors originally fixing the number of shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

SEVENTH: Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

EIGHTH: The personal liability of the directors of the corporation for monetary damages for breach of fiduciary duty as a director shall be eliminated to the fullest extent permitted by the General Corporation Law of Delaware. The corporation is authorized to indemnify, and advance expenses, to its officers, employees and other agents of the

corporation and any other person to which the General Corporation Law of Delaware permits the corporation to provide indemnification to the fullest extent permitted by applicable law.

Any repeal or modification of this Section Eighth, by amendment of such section or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of the corporation existing at the time of, or increase the liability of any such person with respect to any acts or omissions in their capacity as a director, officer, employee, or other agent of the corporation occurring prior to, such repeal or modification.

SECOND: That thereafter, pursuant to this resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, the Board of Directors has caused this certificate to be signed by Ali Ahmed, an Authorized Officer, this 27th day of March, AD 2015.

SIGNED: 

Ali Ahmed, Director/CEO

EXHIBIT 17

INITIAL DISCLOSURE FOR

BLUE FIRE EQUIPMENT CORP.
a Delaware corporation

Federal I.D. No.: 26-2833179

CUSIP: 78446R108

The enumerated captions contained herein to the sequential format as set forth in the Guidelines by OTC Markets Group Inc. for an Issuer's Initial Disclosure Obligations.

OTC Pink Basic Disclosure Guidelines

1) Name of the issuer and its predecessors (if any)

In answering this item, please also provide any names used by predecessor entities in the past five years and the dates of the name changes.

The exact name of the Issuer is BlueFire Equipment Corp.

There are no predecessor names.

2) Address of the issuer's principal executive offices

Company Headquarters

487 Ouellette Avenue
Windsor, ONT N9A 4J2

Phone: (866) 713-3700

Email: ali@pusherscollective.com

Website(s): www.pusherscollective.com

IR Contact

Ali Ahmed, CEO

Phone: 347-972-8488

Email: ali@pusherscollective.com

Website(s): www.pusherscollective.com

3) Security Information

Trading Symbol: BLFR

Exact title and class of securities outstanding: Common

CUSIP: 09625G100

Par or Stated Value: \$.0001

Total shares authorized: 2,000,000,000 as of: May 15, 2018

Total shares outstanding: 33,947,368 as of: May 15, 2018

Additional class of securities:

Additional class of securities:

Trading Symbol: N/A

Exact title and class of securities outstanding: Series B Preferred

CUSIP: N/A

Par or Stated Value: \$0.0001

Total shares authorized: 1,000,000 as of: May 15, 2018

Total shares outstanding: 1,000,000 as of: May 15, 2018

Transfer Agent

Direct Transfer, Inc.

500 Premier Park Drive

Suite D

Morrisonville, NC 27560

ta@issuereirect.com

Phone: 919-481-4000

Is the Transfer Agent registered under the Exchange Act?* Yes: No:

*To be included in the OTC Pink Current Information tier, the transfer agent must be registered under the Exchange Act.

List any restrictions on the transfer of security:

None

Describe any trading suspension orders issued by the SEC in the past 12 months.

None

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months:

None

4) Issuance History

List below any events, in chronological order, that resulted in changes in total shares outstanding by the issuer in the past two fiscal years and any interim period. The list shall include all offerings of equity securities, including debt convertible into equity securities, whether private or public, and all shares or any other securities or options to acquire such securities issued for services, describing (1) the securities, (2) the persons or entities to whom such securities were issued and (3) the services provided by such persons or entities. The list shall indicate:

A. The nature of each offering (e.g., Securities Act Rule 504, intrastate, etc.);

None

B. Any jurisdictions where the offering was registered or qualified;

N/A

C. The number of shares offered;

N/A

D. The number of shares sold;

N/A

E. The price at which the shares were offered, and the amount actually paid to the issuer;

N/A

F. The trading status of the shares; and

N/A

G. Whether the certificates or other documents that evidence the shares contain a legend (1) stating that the shares have not been registered under the Securities Act and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act.

N/A

5) **Financial Statements**

The following financial statements for the two previous fiscal years (2015 and 2016) and up to the Third Quarter of 2017 are posted separately as of this date and are hereby incorporate by reference.

- A. Balance sheet;
- B. Statement of income;
- C. Statement of cash flows; and
- D. Financial notes.

The financial statements have been prepared in accordance with US GAAP by the Issuer's accountant who has sufficient financial skills.

Year End 2015

Year End 2016

Q1 2017

Q2 2017

Q3 2017

6) **Describe the Issuer's Business, Products and Services**

Describe the issuer's business so a potential investor can clearly understand the company. In answering this item, please include the following:

- A. a description of the issuer's business operations;

The Issuer owns and operates a brand of clothing and accessories called Pushers Collective, which it sells retail over the internet and from its physical store located at 487 Ouellette Ave., Windsor, Ontario CANADA N9A 4J2

- B. Date and State (or Jurisdiction) of Incorporation:

Delaware; June 10, 2008

C. the issuer's primary and secondary SIC Codes;

56 – Apparel and Accessory Stores

569901 – Fashion Designers

D. the issuer's fiscal year end date;

December 31

E. principal products or services, and their markets;

Clothing and Accessories; Retail clothing market

7) Describe the Issuer's Facilities

The goal of this section is to provide a potential investor with a clear understanding of all assets, properties or facilities owned, used or leased by the issuer.

The issuer operates a retail store located at 487 Ouellette Avenue, Windsor, ONT N9A 4J2.

In responding to this item, please clearly describe the assets, properties or facilities of the issuer, give the location of the principal plants and other property of the issuer and describe the condition of the properties. If the issuer does not have complete ownership or control of the property (for example, if others also own the property or if there is a mortgage on the property), describe the limitations on the ownership.

If the issuer leases any assets, properties or facilities, clearly describe them as above and the terms of their leases.

The Issuer leases its retail store described above.

8) Officers, Directors, and Control Persons

The goal of this section is to provide an investor with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant shareholders.

A. Names of Officers, Directors, and Control Persons. In responding to this item, please provide the names of each of the issuer's executive officers, directors, general partners and control persons (control persons are beneficial owners of more than five percent (5%) of any class of the issuer's equity securities), as of the date of this information statement.

Ali Ahmed, CEO and Director; owner of greater than 5%

Ahmed Hassan, COO and Director

Wafra Chedid; owner of greater than 5%

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

No

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

No

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

No

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

No

- C. Beneficial Shareholders. Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

Ali Ahmed
18,000,000 Common

Wafra Chedid
1,000,000 Preferred B Shares; convertible to 19% of the Outstanding Common Shares

9) **Third Party Providers**

Please provide the name, address, telephone number, and email address of each of the following outside providers that advise your company on matters relating to operations, business development and disclosure:

Legal Counsel

Name: Milan Saha
Firm: Milan Saha, Esq.
Address 1: 80 Barton Road
Address 2: Plattsburgh, NY 12901
Phone: 646-481-9677
Email: milansaha.esq@gmail.com

Accountant or Auditor

Name: Cherie Lyons
Firm: Lyons Guttman
Address 1: 100-215 Eugenie Street West
Address 2: Windsor, Ontario N8X 2X7
Phone: 519-966-9047
Email: clguttman@aol.com

Investor Relations Consultant

None

Other Advisor: Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement.

None.

10) Issuer Certification

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles, but having the same responsibilities).

The certifications shall follow the format below:

I, Ali Ahmed certify that:

1. I have reviewed this Initial Disclosure Document of BlueFire Equipment Corporation;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

May 15, 2018 [Date]

/s/ Ali Ahmed, CEO [CEO's Signature]

EXHIBIT 18



Colorado Secretary of State
 Date and Time: 09/27/2021 03:57 PM
 ID Number: 20211894914
 Document number: 20211894914
 Amount Paid: \$100.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Conversion

filed pursuant to § 7-90-201.7 (3) of the Colorado Revised Statutes (C.R.S.)

1. For the converting entity, its ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID number _____
(Colorado Secretary of State ID number)

Entity name or true name BlueFire Equipment Corporation

Form of entity Foreign Corporation

Jurisdiction Delaware

Street address 487 Ouellette Avenue
(Street number and name)

Windsor ON N9A4J2
(City) (State) (ZIP/Postal Code)

Ontario Canada
(Province – if applicable) (Country)

Mailing address _____
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

2. The entity name of the resulting entity is BlueFire Equipment Corporation.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)
3. The converting entity has been converted into the resulting entity pursuant to section 7-90-201.7, C.R.S.
4. *(If applicable, adopt the following statement by marking the box and include an attachment.)*
 This document contains additional information as provided by law.
5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
 The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:
 Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is

such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Ahmed	Ali		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
487 Ouellette Avenue			
<small>(Street number and name or Post Office Box information)</small>			
Windsor	ON	N9A4J2	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
Ontario	Canada		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If applicable, adopt the following statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

EXHIBIT 19



Colorado Secretary of State
 Date and Time: 09/27/2021 03:57 PM
 ID Number: 20211894914
 Document number: 20211894914
 Amount Paid: \$100.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

BlueFire Equipment Corporation

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

487 Ouellette Avenue

(Street number and name)

Windsor

(City)

ON

(State)

N9A4J2

(ZIP/Postal Code)

Ontario

(Province – if applicable)

Canada

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

CT Corporation

(Caution: Do not provide both an individual and an entity name.)

Street address

7700 East Arapahoe Road Suite 220

(Street number and name)

Centennial

(City)

CO

(State)

80112

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Ahmed Ali
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 487 Ouellette Avenue
(Street number and name or Post Office Box information)

Windsor ON N9A4J2
(City) (State) (ZIP/Postal Code)
Ontario Canada
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- The corporation is authorized to issue _____ common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Ahmed Ali
(Last) (First) (Middle) (Suffix)
487 Ouellette Avenue
(Street number and name or Post Office Box information)
Windsor ON N9A4J2
(City) (State) (ZIP/Postal Code)
Ontario Canada
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

EXHIBIT 20

**PLAN OF CONVERSION - DOMICILE CHANGE OF
BLUEFIRE EQUIPMENT CORPORATION,
A DELAWARE CORPORATION,
TO
BLUEFIRE EQUIPMENT CORPORATION,
A COLORADO CORPORATION**

This **PLAN OF CONVERSION** (the "Plan"), dated as of September 27, 2021, for BlueFire Equipment Corporation (the "Corporation") to change its domicile, is hereby adopted by the Corporation, a Delaware corporation, hereby becoming a Colorado Corporation in order to set forth the terms, conditions, and procedures governing the transference and conversion of BlueFire Equipment Corporation into a Colorado corporation, as permitted by applicable provisions of the Delaware General Corporation Law ("DGCL") and the Colorado Revised Statutes ("CRS").

WHEREAS, BlueFire Equipment Corporation was incorporated in the State of Delaware, originally formed on June 10, 2008; and

WHEREAS, the shares of common stock of BlueFire Equipment Corporation is publicly traded and quoted over-the-counter on Link ATS under the symbol "BLFR" (US.BLFR.PK); and

WHEREAS, BlueFire Equipment Corporation's Board of Directors has unanimously approved this Plan in accordance with applicable provisions of the CRS, DGCL and the Board of Directors by their written consent; and

WHEREAS, there is no provision contained in BlueFire Equipment Corporation's Certificate of Incorporation, as amended, its Amended and Restated Bylaws, or set forth in the CRS or the DGCL, which prevents BlueFire Equipment Corporation to convert and change from a domestic, for-profit Delaware corporation to that of a domestic, for-profit Colorado corporation;

NOW, THEREFORE, BlueFire Equipment Corporation does hereby adopt this Plan to effectuate the conversion of BlueFire Equipment Corporation into a Colorado corporation as follows:

1. **Conversion and Name Change.** Upon and subject to the terms and conditions of this Plan and pursuant to the relevant provisions of the CRS and the DGCL, BlueFire Equipment Corporation shall convert to a Colorado Corporation at the Effective Time (as defined in Section 3 below) and shall thereafter be subject to all of the provisions of the CRS.
2. **Effect of Conversion.** Upon the Effective Time, all of the rights, privileges, and powers of BlueFire Equipment Corporation, and all property, real, personal, and mixed, as well as all other things and causes of action belonging to BlueFire Equipment Corporation, shall remain vested in it, shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of BlueFire Equipment Corporation shall be preserved unimpaired, and all debts, liabilities, and duties may be enforced against it for any purpose of the laws of the State of Colorado, despite the conversion. The Conversion shall not be deemed to affect any obligations or liabilities incurred prior to the Effective Time or the personal liability of any person incurred prior thereto. BlueFire Equipment Corporation, now as the Corporation shall not be required to wind up its affairs. Instead, the Conversion shall be deemed to constitute a continuation of the existence of BlueFire Equipment Corporation in the form of a Colorado corporation.
3. **Effective Time.** Provided this Plan has not been terminated or deferred pursuant to the provisions hereof, the Conversion shall be effected immediately. Subject to the foregoing, the Conversion shall be effective upon the filing with the Secretary of State of the State of Colorado (the "Effective Time").
4. **Governance and Other Matters Related to BlueFire Equipment Corporation.**

- a. **Articles of Incorporation.** At the Effective Time, the Corporation shall be named "BlueFire Equipment Corporation, a Colorado corporation".
 - b. **Bylaws.** At the Effective Time, the amended and restated Bylaws of BlueFire Equipment Corporation are hereby adopted by the Board of Directors of BlueFire Equipment Corporation.
 - c. **Directors and Officers.** The members of the Board of Directors and the officers of BlueFire Equipment Corporation immediately prior to the Effective Time shall continue in office following the Effective Time as directors and officers of BlueFire Equipment Corporation, a Colorado corporation respectively, until the expiration of their respective terms of office and until their successors have been qualified and duly elected, or until the earlier of their death, resignation, or removal. After the Effective Time, BlueFire Equipment Corporation and its Board of Directors shall take any necessary actions to cause each of such individuals to be appointed or to confirm such appointments.
5. **Effect of the Conversion and on the Common and Preferred Stock of BlueFire Equipment Corporation.** Subject to the terms and conditions of this Plan, at the Effective Time, automatically by virtue of the Conversion and without any further action on the part of Corporation, any shareholder or stockholder, the board of directors, or any officer or director, thereof, respectively, each share of common stock in each share of preferred stock of BlueFire Equipment Corporation shall convert into one validly issued, fully paid, and non-assessable share of common stock and preferred stock respectively of BlueFire Equipment Corporation of the same par value.
 6. **Stock Certificates.** From and after the Effective Time, all of the outstanding certificates that prior to that time represented shares of BlueFire Equipment Corporation Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Corporation Common Stock into which the shares represented by such certificates have been converted as provided herein, without further action by any party.
 7. **Employee Benefit and Compensation Plans.** As at the Effective Time, there are no outstanding employee benefit and/or employee, officer, or director compensation plans authorized or existing by BlueFire Equipment Corporation
 8. **Outstanding Awards.** As at the Effective Time, there are no outstanding stock options, purchase rights, restricted stock awards, or other stock awards relating to the BlueFire Equipment Corporation Common Stock.
 9. **Third Party Beneficiaries.** This Plan shall not confer any rights or remedies upon any person or entity other than as expressly provided herein or by operation of law.
 10. **Severability.** Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan. This Plan shall be governed under the laws of the State of Colorado, except for conflicts of laws rules.
 11. **Authorized Representative.** The shareholders and directors of BlueFire Equipment Corporation authorizes Ali Ahmed to deliver this Plan, to effect the Conversion, to execute and deliver the Articles of Incorporation of BlueFire Equipment Corporation and file all writings required to effectuate the Conversion.

IN WITNESS WHEREOF, BlueFire Equipment Corporation, a Delaware corporation, has caused this Plan to be executed by its duly authorized representative as of the date first stated above.

**BY ORDER OF THE BOARD OF DIRECTORS
OF BLUEFIRE EQUIPMENT CORPORATION:**

Dated: September 27, 2021,

BLUEFIRE EQUIPMENT CORPORATION,

a Colorado Corporation



By: Ali Ahmed

Its: CEO

BLUEFIRE EQUIPMENT CORPORATION,

a Delaware Corporation



By: Ali Ahmed

Its: CEO

ARTICLES OF INCORPORATION
OF
BLUEFIRE EQUIPMENT CORPORATION

I, the undersigned, being Incorporator herein named, for the purpose of changing domicile from the State of Delaware to the State of Colorado and in connection therewith, forming a corporation, under Colorado Revised Statutes §7-90 et. seq. as part of the Corporation's conversion, do herein state:

FIRST: The name of the corporation is: BlueFire Equipment Corporation

SECOND: The address of the registered office of the corporation in the State of Colorado is located at: CT Corporation System 7700 East Arapahoe Road Suite 220 Centennial, Colorado 80112

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Colorado General Corporation Law.

FOURTH: General:
The total number of shares of all classes of stock that the corporation shall have authority to issue is 2,100,000,000, of which 2,000,000,000 shares of par value \$0.0001 per share shall be designated as Common Stock and 100,000,000 shares of par value \$0.0001 shall be designated as Preferred Stock Shares. Preferred Stock may be issued in one or more series from time to time pursuant to a resolution or resolutions providing for such issue adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board of Directors). The Board of Directors is further authorized to fix by resolution or resolutions the designations, powers, preferences and rights and the qualifications, limitations and restrictions thereof, of the shares of each series of Preferred Stock and the number of shares constituting any such series and the destinations thereof, or any of the foregoing. The Board of Directors is further authorized to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series of Preferred Stock, the number of which was fixed by it, subsequent to the issuance of shares of such series then outstanding, subject to the powers, preferences and rights and the qualifications, limitations and restrictions thereof stated in the Certificate of Incorporation or the resolution of the Board of Directors originally fixing the number of shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

Series A Preferred Stock

There are 100,000,000 shares of Authorized Preferred Stock, of the total authorized but undesignated shares of preferred stock, 50,000,000 shall be designated as Series A Preferred Stock. This series of preferred stock shall be designated as its Series A Convertible Preferred Stock (the "Series A Convertible Preferred Stock") and the number of shares so designated shall be Fifty Million (50,000,000) shares (which shall not be subject to increase without the consent of all of the holders of the Series A Convertible Preferred Stock (each, a "Holder" and collectively, the "holders"). Capitalized terms not otherwise defined herein shall have the meaning given such terms in Section 1 hereof.

Section 1. Definitions. For purposes of this Designation of Preferred Stock, the following terms shall have the following definitions:

"Bankruptcy Event" shall mean any of the following events: (a) the Corporation or any Significant Subsidiary (as such term is defined in Rule 1.02(s) of Regulation S-X) thereof commences a case or other proceeding under any Bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Corporation or any Significant Subsidiary thereof; (b) there is commenced against the Corporation or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within 60 days after commencement; (c) the Corporation or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered; (d) the Corporation or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 days; (e) the Corporation or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors; (f) the Corporation or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or (g) the Corporation or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"Change of Control Transaction" means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-S(bX1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Corporation, by contract or otherwise) of in excess of 75% of the voting securities of the Corporation, or (b) a replacement at one time or within a one year period of more than one-half of the members of the Corporation's board of directors which is not approved by a majority of those individuals who are members of the board of directors on the date hereof (or by those individuals who are serving as members of the board of directors on any date whose nomination to the board of directors was approved by a majority of the members of the board of directors who are members on the date hereof), or (c) the execution by the Corporation of an agreement to which the Corporation is a party or by which it is bound, providing for any of the events set forth above in (a) or (b).

"Commission" means the Securities and Exchange Commission.

"Common Stock" means the Corporation's common stock, and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exempt Issuance" means the issuance of (a) shares of Common Stock or options to employees, officers or directors of the Corporation pursuant to any stock or option plan duly adopted by a majority of the non-employee members of the Board of Directors of the Corporation or a majority of the members of a committee of non-employee directors established for such purpose, (b) securities upon the exercise of or conversion of any securities issued hereunder, convertible securities, options or warrants issued and outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions, provided any such issuance shall only be to a Person which is, itself or through its subsidiaries, an operating company in a business synergistic with the business of the Corporation and in which the Corporation receives benefits in addition to the investment of funds, but shall not include a transaction in which the Corporation is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

"Holder" shall have the meaning given such term in Section 2 hereof.

"Original Issue Date" shall mean the date of the first issuance of any shares of the Preferred Stock regardless of the number of transfers of any particular shares of Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

"Person" means a corporation, an association, a partnership, an organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"VWAP" shall mean the daily dollar volume-weighted average sale price for the Common Stock on the Trading Market on any particular Trading Day during the period beginning at 9:30 a.m., EST (or such other time as the Trading Market publicly announces is the official open of trading), and ending at 4:00 p.m., EST (or such other time as the Trading Market publicly announces is the official close of trading), as reported by Bloomberg through its "Volume at Price" functions or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security on any particular Trading Day during the period beginning at 9:30 a.m., EST (or such other time as the Trading Market publicly announces is the official open of trading), and ending at 4:00 p.m., EST (or such other time as the Trading Market publicly announces is the official close of trading), as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security on any particular Trading Day as reported in the "pink sheets" by the National Quotation Bureau, Inc. If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. All such determinations of VWAP shall be appropriately and equitably adjusted in accordance with the provisions set forth herein for any stock dividend, stock split, stock combination or other similar transaction occurring during any period used to determine the Exercise Price (or other period utilizing VWAPs).

Section 2. Voting Rights. Except as otherwise provided herein and as otherwise required by law, each share of the Series A Convertible Preferred Stock shall have Twenty-one (21) votes on all matters presented to be voted by the holders of common stock.

Section 3. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation,

whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets of the Corporation, whether such assets are capital or surplus, for each share of Series A Convertible Preferred Stock an amount equal to the Stated Value per share plus any accrued and unpaid dividends thereon and any other fees or liquidated damages owing thereon before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be distributed among the Holders ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A Change of Control Transaction shall not be treated as a Liquidation. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record Holder.

Section 4. Conversion. Each holder of shares of Series A Convertible Preferred Stock may, at any time and from time to time, convert (an "Optional Conversion") each of its shares of Series A Convertible Preferred Stock into a number of fully paid and non-assessable shares of Common Stock at a one to one conversion.

Section 5. Certain Adjustments.

Stock Dividends and Stock Splits. If the Corporation, at any time while the Series A Convertible Preferred Stock is outstanding: (A) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to this Series A Convertible Preferred Stock), (R) subdivide outstanding shares of Common Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

Pro Rata Distributions. If the Corporation, at any time while Series A Convertible Preferred Stock is outstanding, shall distribute to all holders of Common Stock (and not to Holders) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security, then in each such case the Conversion Price shall be determined by multiplying such Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the VWAP determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holders of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

Calculations. All calculations under this Section shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the description of any such shares of Common Stock shall be considered on issue or sale of Common Stock. For purposes of this Section 6, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

Notice to Holder Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any of this Section, the Corporation shall promptly mail to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

Section 6. Miscellaneous

Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier sent, addressed to the Corporation. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile telephone number or address of such Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:30 p.m. EST, (ii) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:30 p.m. EST on any date and earlier than 11:59 p.m. EST on such date, (iii) the second Business Day following the date of

mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

Lost or Mutilated Series A Convertible Preferred Stock Certificate. If a Holder's Series A Convertible Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series A Convertible Preferred Stock so mutilated, lost, stolen or destroyed but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof, and indemnity, if requested, all reasonably satisfactory to the Corporation.

Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in Colorado (the "Colorado Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Colorado Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or such Colorado Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consent to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

Waiver. Any waiver by the Corporation or the Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation. The failure of the Corporation or the Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation. Any waiver must be in writing.

Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest.

Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

Headings. The headings contained herein are for convenience only, do not constitute a part of this Designation and shall not be deemed to limit or affect any of the provisions hereof.

FIFTH:

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 109 of the Colorado Corporations Act or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the liability of a director for any act or omission occurring prior to the time this Article became effective.

The personal liability of the directors of the corporation for monetary damages for breach of fiduciary duty as a director shall be eliminated to the fullest extent permitted by the General Corporation Law of Colorado. The corporation is authorized to indemnify, and advance expenses, to its officers, employees and other agents of the corporation and any other person to which the Colorado Corporations Act permits the corporation to provide indemnification to the fullest extent permitted by applicable law.

Any repeal or modification of this Section Fifth by amendment of such section or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of the corporation existing at the time of, or increase the liability of any such person with respect to

any acts or omissions in their capacity as a director, officer, employee, or other agent of the corporation occurring prior to, such repeal or modification.

SIXTH: The name and address of the incorporator in the State of Colorado is Ali Ahmed, 7700 East Arapahoe Road Suite 220 Centennial, Colorado 80112

SEVENTH : Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the corporation.

EIGHTH: No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that the foregoing clause shall not apply to any liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under CRS Section 7-90-109 or (iv) for any transaction from which the director derived an improper personal benefit. This Article shall not eliminate or limit the liability of a director for any act or omission occurring prior to the time this Article became effective.



Dated: September 27, 2021

Ali Ahmed, Incorporator

EXHIBIT 21



Colorado Secretary of State
 Date and Time: 05/04/2023 11:37 AM
 ID Number: 20211894914

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.coloradosos.gov.

Document number: 20231492894
 Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change
Changing the Registered Agent Information
 filed pursuant to § 7-90-305.5 and § 7-90-702 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20211894914
(Colorado Secretary of State ID number)

Entity name or True name BlueFire Equipment Corporation

2. (If applicable, adopt the following statement by marking the box and enter all changes.)

The registered agent name has changed.

Such name, as changed, is

Name
 (if an individual) Tabraue Nickolas S
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

3. (If applicable, adopt the following statement by marking the box and enter all changes.)

The registered agent address of the registered agent has changed.

Such address, as changed, is

Street address 7700 East Arapahoe Road
(Street number and name)

Ste 220

Centennial CO 80112
(City) (State) (ZIP Code)

Mailing address
 (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

_____ CO _____
(City) (State) (ZIP Code)

4. (If applicable, adopt the following statement by marking the box.)

The person appointed as registered agent has delivered notice of the change to the entity.

5. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

6. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

7. The true name and mailing address of the individual causing this document to be delivered for filing are

<u>Profit</u>	<u>Joseph</u>	<u>Jr.</u>
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small> <small>(Suffix)</small>
<u>1221 Brickell Avenue</u>		
<small>(Street number and name or Post Office Box information)</small>		
<u>Suite 900</u>		
<u>Miami</u>	<u>FL</u>	<u>33131</u>
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>
<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>	

(If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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BlueFire Equipment, Corp.

ID number: 20211894914

EIN: 26-2833179

Principal Office Street Address

1221 Brickel Ave
Suite 900n
Miami, FL 33131

Principal Office Mailing Address

1221 Brickel Ave
Suite 900n
Miami, FL 33131

Officer/Director Detail

Title: Interim CEO, Chief Compliance and Investor Relations Officer, and Director
Nickolas S. Tabraue

Title: Chairman
Joseph Profit, Jr.

EXHIBIT 22



Colorado Secretary of State
 Date and Time: 12/01/2023 02:46 PM
 ID Number: 20211894914
 Document number: 20238262705
 Amount Paid: \$25.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
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ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20211894914
(Colorado Secretary of State ID number)
 Entity name BlueFire Equipment Corporation

2. The new entity name (if applicable) is _____

3. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional amendments or other information.

4. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

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This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing the document to be delivered for filing are

Tabraue Nickolas Salomon
(Last) *(First)* *(Middle)* *(Suffix)*
7828 SW 118th CT
(Street name and number or Post Office Box information)
Miami FL 33183
(City) *(State)* *(Postal/Zip Code)*
United States
(Province - if applicable) *(Country - if not US)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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Amendment to Colorado Articles of Incorporation

**ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF
BLUE FIRE EQUIPMENT CORPORATION**

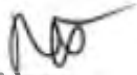
Pursuant to CRS 7-90-301 and 7-110-106 of the Colorado Revised Statutes and the Bylaws of Blue Fire Equipment Corporation (the "Company"), the undersigned officer of the Company, desiring to amend the Articles of Incorporation of the Company, under the laws of the State of Colorado, does hereby sign, verify, and deliver to the Office of the Secretary of State of Colorado, this Articles of Amendment to the Articles of Incorporation for the Company.

The amendment contained herein was unanimously approved by the Company's Board of Directors and on November 27, 2023, by a vote exceeding 51% of the outstanding by 2 Consenting Shareholders.

FIRST: This Amendment to the Articles as filed with the State of Colorado will become effective upon filing the Amendment with the Colorado Secretary of State and receiving a stamped copy back from the Colorado Secretary of State.

SECOND: That ARTICLE I shall be amended to change the Company name to Screaming Eagle Holdings, Inc. from BlueFire Equipment, Corp.

IN WITNESS WHEREOF, the Company has caused these Articles of Amendment to the Articles of Incorporation to be signed by its Chief Executive Officer, this 27th day of November 2023.



Nickolas Tabrauc
Chief Executive Office

EXHIBIT 23

UNANIMOUS RESOLUTIONS OF THE BOARD OF DIRECTORS OF BLUEFIRE EQUIPMENT CORPORATION

Pursuant to the provisions of Colorado Corporation law, as amended, and the Certificate of Incorporation of BlueFire Equipment Corporation, a Colorado corporation (the "Company"), the undersigned, being all the Directors of the Company, hereby consent to, vote in favor of and adopt the following resolution of the Board of Directors effective as of the 6th day of November 2023 (the "Effective Date"), which Board of Directors by their signatures hereto do hereby waive any and all requirements for the giving of notice for and of the convening of a formal meeting of the Board of Directors.

WHEREAS, the Company believes that reducing the authorized shares of the Company from two billion (2,000,000,000) shares to two hundred and fifty million (250,000,000) (the "Authorized Shares Reduction"), by filing Articles of Amendment with the Colorado Secretary of State to assist the Company in meeting its long term business objectives, including, if qualified to do so, apply to NASDAQ for a stock listing.

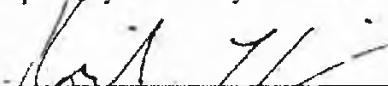
WHEREAS, the Company believes that designating the remaining forty-nine million (49,000,000) Shares from the one hundred million (100,000,000) Shares of Authorized Preferred Stock to Series A Preferred Stock. This amendment shall have the Series A Preferred Stock increased from fifty million (50,000,000) Shares to ninety-nine million (99,000,000) Shares (the "Series A Preferred Stock Increase"), by filing Articles of Amendment with the Colorado Secretary of State to assist the Company in meeting its long term business objectives to acquire additional operating assets/companies.

WHEREAS, the Company's Board of Directors recommends that the shareholders of the Company ratify and approve the Authorized Share Reduction and Series A Preferred Stock Increase via 2 of its Consenting Shareholders holding in excess of 51% of the Company's outstanding shares ("Board Recommendation to Consenting Shareholders")


NOW THEREFORE BE IT RESOLVED THAT:

RESOLVED, that the Company hereby approves of the Board Recommendation to the Consenting Shareholders and the Authorized Shares Reduction and the Series A Preferred Stock Increase.

RESOLVED, that any of the Executive Officers of the Company are hereby authorized and directed for and on behalf of the Company to do and perform all acts and things and execute and deliver all documents and take all such other steps as may be necessary or desirable to give full effect to the consent resolutions set forth above.



Kirk Yaniger, Chairman/Director



Jonas Crafts, Director



Nickolas S. Tabraue, Director

EXHIBIT 24

DECLARATION OF ALI AHMED AND RELEASE

Ali Ahmed attest to the following:

1. My name is Ali Ahmed and I reside in Ontario, Canada.
2. I was the Purchaser in a March 20, 2015 Stock Purchase Agreement with Dome Capital, Inc. ("Dome Capital") pertaining to the purchase of eighteen million (18,000,000) Common Stock Shares (the "Shares") of Blue Fire Equipment Corporation ("Blue Fire") Shares.
3. I never received the Shares in Certificate or Book Entry form from Laura Anthony, Esquire, Anthony PLLC, Dome Capital, Blue Fire, or Blue Fire's transfer agent, Issuer Direct Corporation ("Issuer Direct").
4. I was the Chief Executive Officer of Blue Fire from 2015 to 2022 and tendered my resignation on August 27, 2022 as Blue Fire's Chief Executive Officer.
5. I hereby waive any and all rights to the Shares.
6. I hereby, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby release, acquit, and forever absolutely discharge Issuer Direct, Dome Capital, and Blue Fire, and their officers, agents, principals, representatives, directors, attorneys from any and all liabilities and any cash or stock payments owed to the foregoing for all matters and agreements or otherwise, including as pertains to the March 20, 2015 Stock Purchase Agreement with Dome Capital, Inc. from and any and all actions, causes of action, claims, debts, liabilities, accounts, demands, damages, causes, stock issuances, stock payments, or any other thing whatsoever whether known or unknown, suspected or unsuspected, certain or speculative, accrued or unaccrued that Issuer Direct, Dome Capital and/or Blue Fire ever had or now have relating to or arising out of past agreements, contracts, obligations, matters, and relationships, written or verbal with myself.
7. I declare under Section 1746 of the United States Code that the foregoing is true and correct.

Ali Ahmed

Executed on November 16, 2023.

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24 CVS

COUNTY OF WAKE

24CV026593-910

BLUEFIRE EQUIPMENT CORPORATION)
)

Plaintiffs,)

v.)

ISSUER DIRECT CORPORATION,)
d/b/a DIRECT TRANSFER,)

Defendant.)
)

**PLAINTIFF’S COMPLAINT FOR
DECLARATORY JUDGMENT AND
APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION**

NOW COMES Plaintiff, Bluefire Equipment Corporation (“Bluefire”) Plaintiff, hereby file this their Plaintiff’s Complaint for Declaratory Judgment and Application for Temporary Restraining Order and Preliminary Injunction against Defendant Issuer Direct Corporation d/b/a Direct Transfer LLC. and for cause would show the following:

I. SUMMARY OF THE CASE AND RELIEF SOUGHT

1. This case is brought pursuant to N.C. Gen. Stat. §§ 25-8-403 and 404 to enjoin Direct Transfer LLC from removing certain restrictions on its stock shares that would allow persons in whose names the stock shares are listed, to negotiate the shares on the open market and monetize them. Plaintiff further seeks a Declaration that Plaintiff Bluefire can have Direct Transfer cancel the shares in question.

2. This action arises from a failed merger by stock and membership exchange transaction between a Colorado Company, Bluefire, and its one-time

shareholders, who continue to hold shares in Bluefire and who obtained their Bluefire shares under false pretenses.

3. Bluefire is a publicly traded company whose shares are listed and traded on the OTC Markets in the United States (“US”) under the symbol “BLFR”.

4. To act as transfer agent for Bluefire’s shares, Bluefire contracted with Direct Transfer LLC. Direct Transfer LLC is owned by Issuer Direct Corporation, (“Issuer Direct”) a Delaware corporation, with its principal place of business in Raleigh, North Carolina. Issuer Direct Corporation does business under the name “Direct Transfer”. When used herein “Direct Transfer” refers to Issuer Direct Corporation, a Delaware corporation.

5. This case involves BLFR shares that were provided to four members of Screaming Eagle Partners, LLC (“SEP”). SEP was 90% owned by their respective members, Mikul Investments, LLC (“Mikul”) 555-333 Holdings, LLC, (“555-333”) Privilege, LLC, (“Privilege”) and JMBD Energy LLC (“JMBD”) (hereafter the “Screaming Eagle Shareholders” or “Texas SEP Defendants”) as part of a share and membership interest exchange agreement between Plaintiff Bluefire and the Texas SEP Defendants entered via a Business Combination Agreement dated September 27, 2023.

6. As set forth in more detail below, those shares acquired by the Texas SEP Defendants were obtained under false promises, and premises and breaches of agreements with Bluefire.

7. Pursuant to this Complaint and Application, Plaintiff seeks a Temporary and Preliminary Injunction against Direct Transfer to relieve them of any obligation under law to honor any transfer requests by the Texas SEP Defendants and Bluefire seeks a Declaration that it can cancel those shares.

II. PARTIES

8. Bluefire Equipment Corporation is a Colorado Corporation in Good Standing and registered to do business in Texas. Its principal office is located at 100 N.E. Loop 410, Suite 1500, San Antonio, Texas 78216. Its registered is Nickolas S. Tabraue, 7700 East Arapahoe Road, Suite 220, Centennial, Colorado 80112. Mr. Tabraue also maintains an office at 7828 SW 118th Ct, Miami FL. 33183.

9. Issuer Direct Corporation is a Delaware corporation whose principal place of business is in Raleigh, North Carolina and does business under the name "Direct Transfer LLC". Direct Transfer LLC is based in Raleigh NC at 1 Glenwood Ave, Suite 1001, Raleigh, NC. 27603, Wake County and can be served through its agent for service of process Steven Knerr at the same address.

III. JURISDICTION

10. Jurisdiction is proper in this case because Bluefire seeks injunctive and declaratory relief against a Delaware Corporation whose principal place of business is in North Carolina.

11. Jurisdiction is also proper in this Court based on *in rem* jurisdiction since the uncertificated stock shares that are the subject of the Complaint are

physically held on the books and records of Direct Transfer/ Issuer Direct. in Raleigh, NC under the authority and control of Defendant Direct Transfer / Issuer Direct.

IV. THE TEXAS LAWSUIT

A. The Business Combination Agreement

12. Bluefire and related members who are owners of Bluefire Class A shares, have filed suit in Texas against the Screaming Eagle Defendants which also includes the primary owner of 555-333 Holdings, Kirk Yariger.¹ (Ex. C.)

13. Pursuant to the Business Combination Agreement, (also “BCA”) Bluefire was to have acquired 90% of the shares in SEP, and SEP was to have acquired 90% of the Series A and B Bluefire shares the SEP Defendants.

14. Upon the closing of the BCA, Bluefire performed its obligations, and the SEP Defendants did not.

15. On September 27, 2023, based on the execution of the September 2023 Business Combination Agreement, according to a Security Holder List from Direct Transfer dated 8/7/2024, (Ex. A) those shareholders own a large percent of the CUSIP 09625G100 common shares and B shares.

16. For example, for the common shares owned the Direct Transfer records show that 555-333 Holdings was issued 20,415,000 shares representing 25.1641% of Bluefire common shares; JMBD Energy LLC holds 2,500,000 shares representing 3.0816% of the BLFR common shares; Mikul Investments, LLC holds 11,875,000

¹ This recitation of the Texas lawsuit is intended to be summary of that case, not a restatement of each of the allegations made in the suit. Some Plaintiffs in that suit have claims unrelated to Plaintiff Bluefire 's claims herein regarding Bluefire's objections to any stock transfers of the shares in question of the Texas SEP Defendants

shares or 14.6375 % of BLFR common shares, and Privilege LLC holds 10,210,000 BLFR shares representing 2.5851 % of the BLFR common shares. Those shares are uncertificated shares.

17. In addition, 555-333 Holdings was issued 367,470 of the B shares; Mikul Investments, LLC was issued 213,750 of the B shares and Privilege, LLC was issued 183,780 of the B Shares. (Ex. B) ² .

18. JMBD Energy also received B shares, but they have since returned those shares.

19. The Texas SEP Defendants however never transferred their 90 % of the shares of SEP to Bluefire as required under the BCA, claiming the share certificates were lost or unlocatable and declining to issue new shares.

20. Upon the closing of the BCA, the SEP Defendants effectively controlled Bluefire through their share issuance and board representation.

21. Two of the three Board members in the post-Business Combination Agreement in Bluefire were from the SEP members.

22. Bluefire would never have agreed to relinquish control of the Company but for promises by the Texas SEP Defendants that SEP owned substantial operating and producing oil and gas wells that were generating millions of dollars in revenue and that SEP would bring those financial resources into Bluefire to help build the

² The Texas SEP Defendants also received A shares. Those shares have subsequently been returned to Bluefire.

brand and the company and they would transfer 90% of the shares of SEP into Bluefire. That transfer never happened.

23. Once that breach was discovered, a series of revelations about SEP and the SEP Defendants began to unfold over time, which revelations showed that SEP had made multiple false statements to Bluefire in connection with the BCA transaction.

B. The SEP Defendants Breach the Business Combination Agreement

24. Shortly after signing the Business Combination Agreement and receiving Series A, Series B and Common shares allocated to the SEP members, Bluefire learned that SEP had no money to contribute to Bluefire - just substantial debt - despite representations and warranties to the contrary. SEP and its members and affiliates had pending undisclosed lawsuits, despite representations and warranties to the contrary. More disturbing, in anticipation of the BCA merger by share and membership interests exchange with Bluefire, after identifying the target merger with Bluefire, SEP and its members in the months leading up to the signing of the BCA, had engaged in massive borrowing from various investors, presenting Bluefire - after the signing of the BCA - with 20 promissory notes it had provided to 20 different lenders.

25. Even more disturbing, upon closer examination of the promissory notes, Bluefire learned that the SEP members had included language that gave SEP the option of converting the loans to equity - in Bluefire shares.

26. In short, the Texas SEP Defendants had pledged Bluefire shares as collateral on promissory notes they signed with borrowers before the SEP Defendants owned shares in Bluefire, and before the closing of the BCA.

27. The debts as well as the convertible share language was undisclosed to Bluefire before they signed the Business Combination Agreement with the Texas SEP Defendants.

28. Bluefire further learned that regardless of the money raised by SEP through the 20 promissory notes, and other loans SEP obtained through using securities accounts of certain individuals as collateral to support bank loans taken by SEP, SEP represented to its lenders it was using the borrowed funds to pay expenses to operators of its wells to keep them running and producing revenue and to pay royalty interests.

29. In reality, after the Closing of the BCA, Bluefire learned that SEP only had 3-4 operating wells of the 35 working wells they claimed to have when Bluefire agreed to the BCA.

30. As a result, millions of dollars of loans that should have been used by SEP to pay the operators and royalty interests on the 35 wells appear to have been diverted by the managers of the Texas SEP Defendants, defrauding Bluefire and exposing Bluefire to substantial litigation and expense. As a result of SEP and its members' fraud and misrepresentations to Bluefire about its ability to fund Bluefire's operations, Bluefire was forced to find a new merger partner who had legitimate

assets and financial strength. This merger however, resulted in existing Bluefire shareholders being further diluted.

C. The Texas SEP Defendants' Breach of the Contribution Agreement.

31. As a result of the failures of the Texas SEP Defendants under the Business Combination Agreement with Bluefire as set forth above, instead of funding Bluefire and helping it grow, the Texas SEP Defendants through their debts, defaults, legal entanglements and obligations, threatened to bankrupt Bluefire.

32. Having realized its dire financial condition because of its failed merger with SEP and its members, Bluefire was forced to seek additional funding from other sources to survive.

33. Thus, in February 2024, Bluefire entered a Contribution Agreement with RAM Cap, LLC Thomas Dan Powers and Powers FLP to provide additional and necessary funding to Bluefire. Because it was providing legitimate capital to fund Bluefire, RAM Cap LLC became majority owner of the Class A shares of Bluefire.

34. At the time of the Contribution Agreement, the Texas SEP Defendants still held Class A, B and common shares in Bluefire they received because Bluefire had honored its portion of the Business Combination Agreement in the share exchange.

35. Under the Contribution Agreement, RAM Cap, LLC had a 90-day period to conduct due diligence before its closing.

36. Accordingly, RAM Cap, LLC. sought financial information and transparency from the Texas SEP Defendants given the emerging body of evidence

revealing that the SEP Defendants had misrepresented facts and defrauded Bluefire in connection with the BCA.

37. Because the Texas SEP Defendants were withholding transparent financial information, to further delay discovery of its fraud in connection with the BCA, and which financial information was necessary for Bluefire to make timely and accurate public regulatory filings, Bluefire was delayed in filing necessary financial reports and was thus threatened with its de-listing on the OTC.

38. Ultimately, in late April 2024, the Bluefire Board of Directors and Bluefire's Consenting Shareholders voted to approve the unwinding of the Business Combination Agreement, under which the Texas SEP Defendants had received their shares in Bluefire, declaring the Business Combination Agreement null and void, due to material breaches by the SEP Defendants.

39. Despite Bluefire's demand to cancel and return all shares of Bluefire shares they received; the Texas SEP Defendants failed to do so.

40. Ultimately, the Texas SEP Defendants returned their Class A shares but ignored and remained in possession of the common and B shares as indicated by Ex. and Ex. B.

41. Accordingly, Bluefire brings this action to enjoin Direct Transfer from transferring any shares of the Texas SEP Defendants even upon proper compliance with their obligations under applicable law while the Texas case is pending and ultimately to seeks a Declaration, they can cancel the shares issued to the Texas SEP Defendants.

V. DIRECT TRANSFER/ISSUE DIRECT AND ITS UCC OBLIGATIONS

42. On June 14, 2024, Bluefire through its counsel, notified Direct Transfer/Issuer Direct's to Stop Transfer of the Shares of the SEP Defendants, 555-333 Holdings, LLC; JMBD Energy LLC; Mikul Investments, LLC; and Privilege, LLC.

43. This injunctive relief is needed to relieve Direct Transfer/Issuer Direct of obligations under the UCC and maintain the status quo.

44. N.C. Gen. Stat. §25-8 (hereafter "25-8-101 et seq.") covers investment securities dealing with the obligations of issuers and transfer agents when dealing with securities. 3. Under the UCC definitions, N.C. Gen Stat. § 25-8-201 (9a) (1) Bluefire is an "Issuer" because it "places or authorizes the placing of its name on a security certificate, other than as authenticating trustee, registrar, transfer agent or the like to evidence a share, participation, or other interest in its property or in an enterprise or to evidence its duty to perform an obligation represented by the certificate".

45. Bluefire also is an Issuer under N.C. Gen. Stat. § 25-8-201 (a) (2) because it is "a person that creates a share participation or other interest in its property or in an enterprise". Bluefire meets the definition of an Issuer under several other provisions of § 25-8-201 that also confirm Bluefire's Issuer status.

46. Under N.C. GEN STAT. §25-8-403(b) and (c):

(b) If a certificated security in registered form is presented to an issuer with a request to register transfer or an instruction is presented to an issuer with a request to register transfer of an uncertificated security after a demand that the issuer not register transfer has become effective, the issuer shall promptly communicate to

(i) the person who initiated the demand at the address provided in the demand and

(ii) the person who presented the security for registration of transfer or initiated the instruction requesting registration of transfer a **notification** stating that:

(1) The certificated security has been presented for registration of transfer or the instruction for registration of transfer of the uncertificated security has been received.

(2) A demand that the issuer not register transfer had previously been received; and

(3) The issuer will withhold registration of transfer for a period of time stated in the notification in order to provide the person who initiated the demand an opportunity to obtain legal process or an indemnity bond.

47. Bluefire has communicated a Stop Transfer Order to Direct Transfer in compliance with §25-8-403(b) and (c).

48. N.C Gen Stat, §25-8-403 (d) further requires:

(d) An issuer is not liable to a person who initiated a demand that the issuer not register transfer for any loss the person suffers as a result of registration of a transfer pursuant to an effective indorsement or instruction *if the person who initiated the demand does not, within the time stated in the issuers communication, either:*

(1) Obtain an appropriate restraining order, injunction, or other process from a court of competent jurisdiction enjoining the issuer from registering the transfer; or

(2) File with the issuer an indemnity bond, sufficient in the issuer's judgment to protect the issuer and any transfer agent, registrar, or other agent of the issuer involved from any loss it, or they may suffer by refusing to register the transfer.

49. Therefore, under N.C. Gen. Stat § 25-8-403 (b) 3 and (d)(1) Plaintiff seeks an order enjoining Direct Transfer/Issuer Direct, as the transfer agent for Bluefire from acting on any request by any of the Texas SEP Defendants to remove any restrictive legends on their common and B shares of Bluefire, decline any request

to issue physical share certificates and/or to transfer the Bluefire shares held in their names with Direct Transfer/ Issuer Direct and subject to the performance conditions of the Texas Lawsuit.

50. Finally, under the transfer agent agreements signed with the Direct Transfer/Issuer Direct, Bluefire is the Issuer. As part of their agreements with Direct transfer the Texas SEP Defendants agreed that:

*“The Issuer shall not prohibit the transfer or exchange of a certificate or shares of stock ...unless such restriction or reference is clearly imprinted on the stock certificate, **or unless the Agent has received written instructions from the Issuer prior to the transfer of the restricted stock certificates.**”*

51. Thus, to prevent Direct Transfer/Issuer Direct from removing the restrictive legends and/or transferring the Bluefire shares registered in the names of the Texas SEP Defendants³, until further adjudication in the proper forum of their rights, if any, to the Bluefire shares, this injunctive relief request is necessary.

52. Bluefire is an appropriate person to make an indorsement or originate an instruction that the issuer or transfer agent does not register transfer of a security. Plaintiff communicated that notification to Direct Transfer/Issuer Direct, as the transfer agent for Bluefire the issuer, on June 14, 2024.

³ For the common shares owned, the Direct Transfer records show that 555-333 Holdings was issued 20,415,000 shares representing 25.1641% of Bluefire common; JMBD Energy LLC holds 2,500,000 shares representing 3.0816% of the BLFR common shares; Mikul Investments, LLC holds 11,875,000 shares or 14.6375 % of BLFR common shares and Privilege LLC holds 10,210,000 BLFR shares representing 2.5851 % of the BLFR common shares. Those shares are uncertificated shares. In addition, 555-333 Holdings was issued 367,470 of the B shares; Mikul Investments, LLC was issued 213,750 of the B shares and Privilege, LLC was issued 183,780 of the B Shares. (Ex. B)

VII. INJUNCTIVE RELIEF NEEDED

53. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-54 hereinabove.

54. Plaintiff hereby moves for injunctive relief against Direct Transfer /Issuer Direct to prohibit the removal of restrictive legends, prevent the issuance of physical share certificates, and/or the transfer of the Bluefire shares in question held in the names of the Texas SEP Defendants until such time as their right to the shares or the rights of Bluefire to rescind the issuance of the shares can be adjudicated in the proper forum- the Texas Courts. As set forth under North Carolina law:

A temporary restraining order or a preliminary injunction should "issue[] (1) if [] plaintiff[s] [are] able to show likelihood of success on the merits of [their] case and (2) [plaintiffs are] likely to sustain irreparable loss unless the injunction is issued, or if, in the opinion of the Court, issuance is necessary for the protection of plaintiff[s'] rights during the course of litigation." *A.E.P. Indus., Inc. v. McClure*, 308 N.C. 393, 401, 302 S.E.2d 754, 759-60 (1983) (citations omitted) (emphasis in original). Moreover, "[a] court of equity must weigh all relevant facts before resorting to the extraordinary remedy of an injunction." *Travenol Labs., Inc. v. Turner*, 30 N.C. App. 686, 694, 228 S.E.2d 478, 484 (1976).

55. Plaintiffs assert that the injunction is necessary because they can show the likelihood of prevailing on the merits in this case and the Plaintiffs will suffer irreparable harm if the Texas SEP Defendants - are able to transfer their shares, and finally the injunction is needed to prevent Defendant Direct Transfer /Issuer Direct from acting on any instructions by the Texas SEP Defendants/Respondents to remove the restrictive legends, to issue physical share certificates, and/or the transfer the Bluefire shares and to preserve the Plaintiffs' rights during the pendency of the Texas litigation.

VIII. APPLICATION FOR TEMPORARY RESTRAINING ORDER

56. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-57 hereinabove.

57. Pursuant to N.C. Gen Stat. § A-1 R. 65(b), Plaintiffs move for a Temporary Restraining Order.

58. Because it is unclear when and whether any notice has been given to Defendant Direct Transfer/Issuer Direct Corporation by the Texas SEP Defendants Plaintiff has immediate concerns that if the Temporary Restraining Order is not issued Plaintiff will suffer immediate loss and injury before Plaintiff can be heard.

59. Specifically, Plaintiff will likely suffer immediate and irreparable harm if Defendant Direct Transfer/Issuer Direct is not immediately restrained from removing the restrictive legends, issuing physical share certificates and/or transferring the Bluefire common and B shares held by the Texas SEP Defendants. Specifically, pursuant to NC. Gen. Stat. § 25-8-403(b) Plaintiff asserts that if Direct Transfer /Issuer Direct is not immediately restrained from removing the restrictive legends, issuing physical share certificates, and/or transferring the 20,415,000 common shares of Bluefire that Direct Transfer records show are held by 555-333 Holdings; The 2,500,000 common shares of Bluefire that Direct Transfer records show are held by JMBD Energy LLC; The 11,875,000 common shares of Bluefire that Direct Transfer records show are held by Mikul Investments, LLC; and the 10,210,000 common shares of Bluefire that Direct Transfer records show are held by Privilege LLC, Plaintiff will suffer irreparable harm.

60. In addition, Plaintiff asserts that if Direct Transfer /Issuer Direct is not immediately restrained from removing the restrictive legends, issuing physical share certificates, and/or transferring the 367,470 of the B shares of Bluefire that Direct Transfer records show are held by 555-333 Holdings; the 213,750 of the B shares of Bluefire that Direct Transfer records show are held by Mikul Investments, LLC and the 183,780 of the B Shares of Bluefire that Direct Transfer records show are held by was issued and Privilege, LLC Plaintiff will suffer irreparable harm.

61. There is no adequate remedy at law because both by statute N.C. Gen. Stat. § 25-8-401 and by Direct Transfer/Issuer Direct's "Transfer and Registrar Agreement", if Defendant Direct Transfer is not subject to a preliminary injunction, it will, upon receiving the appropriate legal opinion and instructions, have to remove the restrictive legend on the shares to the Texas SEP Defendants once any restrictive legends are removed, or physical share certificates issued, the shares may become freely transferable in a private sale or public sale on the OTC Market, thus mooting any opportunity of Bluefire to litigate their property rights to the shares in the proper forum in Texas against the Texas SEP Defendants.

62. The harm faced by Plaintiff outweighs the harm that would be sustained by Defendant Direct Transfer/Issuer Direct, the transfer agent for the Bluefire shares if the preliminary injunction were not granted because Defendant Direct Transfer is subject to Stop Transfer Orders and injunctive relief by law and by contract to Plaintiff. In fact, as a matter of law, the relief sought by Plaintiff provides a defense to Defendant under the statute N.C. Gen. Stat., §25-8-403 (d) against any claims by

the Texas SEP Defendants bringing adverse claims. Once Defendant Direct Transfer is subject to a preliminary injunction, they are relieved under §25-8-403 from the obligation under § 25-8-401 to register transfer of the shares in question.

63. Plaintiff certifies they have contacted counsel for Defendant Direct Transfer /Issuer Direct prior to filing this Temporary Restraining Order and Preliminary Injunction both by email and by phone and have been informed that Direct Transfer will not oppose the requested relief.

64. Plaintiffs are willing to post an appropriate bond or security as the Court deems necessary.

IX. REQUEST FOR PRELIMINARY INJUNCTION

65. Plaintiff hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-66 hereinabove.

66. Pursuant to NC Gen. Stat. § 1A-1, R. 65, and NC. Gen Stat, 1-485, Plaintiff moves for an Order granting a Preliminary Injunction against the Defendant Direct Transfer/Issuer Direct.

67. Plaintiff will suffer irreparable harm if Defendant Direct Transfer /Issuer Direct is not restrained from removing the restrictive legends, issuing physical share certificates, and/or transferring the Bluefire shares registered in names of the Texas SEP Defendants.

68. Specifically, pursuant to N.C. Gen. Stat § 25-8-403(b) if Defendant Direct Transfer/Issuer Direct is not immediately restrained from removing the

restrictive legends, issuing physical share certificates, and/or transferring the Texas SEP Defendant shares Plaintiff will suffer irreparable harm.

69. There is no adequate remedy at law because both by statute N.C. Gen. Stat. § 25-8-401 and by Direct Transfer /Issuer Direct's "Transfer and Registrar Agreement", if Defendant is not subject to a Preliminary Injunction, they will, upon receiving the appropriate legal opinion and instructions, have to remove any restrictive legends on the shares to the Texas SEP Defendants and once the restrictive legends are removed, the shares may become freely transferable in a private sale or public sale on the OTC Markets thus mooting any opportunity of Bluefire to litigate the property rights if any, of the Texas SEP Defendants of Bluefire common and B shares in question.

70. There is a substantial likelihood that Plaintiff will prevail on the merits of the suit in North Carolina because they gave notice of Stop Transfer Order to Defendant Direct Transfer before the Texas SEP Defendants contacted Defendant and met their obligations to Defendant by law.

71. Once Plaintiff obtains process enjoining Defendant Direct Transfer, Defendant must stand down in terms of acting on instructions of adverse parties such as the Texas SEP Defendants.

72. There is a substantial likelihood that Plaintiff will prevail on the merits of the lawsuit in Texas because the facts show that the Texas SEP Defendants engaged in multiple breaches of the Business Combination Agreement under which they obtained the shares in question.

73. The Texas SEP Defendants each also agreed to the terms and conditions of the Business Combination Agreement and the Contribution Agreement.

74. The harm faced by Plaintiff outweighs the harm that would be sustained by Defendant Direct Transfer/Issuer Direct, the transfer agent for the Bluefire shares, if the Preliminary Injunction is not granted because Defendant is subject to the Stop Transfer Order and injunctive relief by law and by contract to Plaintiff.

75. As a matter of law, the relief sought by Plaintiff provides a defense to Defendant Direct Transfer under the statute N.C Gen. Stat, §25-8-403 (d) against any claims by the former shareholders of Bluefire bringing adverse claims.

76. Once Defendant is subject to a Temporary Restraining Order or Preliminary Injunction, they are relieved under §25-8-403 from the obligation under § 25-8-401 to register transfer of the shares in question.

77. Issuance of a preliminary injunction in favor of Plaintiff would not adversely affect the public interest.

78. Plaintiff is willing to post a bond in the amount the Court deems appropriate.

79. Plaintiff asks the Court to set its Application for Preliminary Injunction at the earliest possible time and after hearing request the Court to issue a Preliminary Injunction against Defendant Direct Transfer/Issuer Direct.

X. DECLARATORY JUDGMENT

80. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-81 hereinabove.

81. Plaintiffs bring this suit for Declaratory Judgment under N.C.GEN STAT. § 1-253.

82. Plaintiffs seek a declaration of rights regarding property which Plaintiffs contend should be returned to Bluefire. Specifically, Plaintiff will likely suffer immediate and irreparable harm if Defendant Direct Transfer/Issuer Direct is not immediately restrained from removing the restrictive legends, issuing physical share certificates and/or transferring the Bluefire common and B shares held by the Texas SEP Defendants.

83. Pursuant to NC. Gen. Stat. § 25-8-403(b) Plaintiff asserts that if Direct Transfer /Issuer Direct is not immediately restrained from removing the restrictive legends, issuing physical share certificates, and/or transferring the 20,415,000 common shares of Bluefire that Direct Transfer records show are held by 555-333 Holdings; the 2,500,000 common shares of Bluefire that Direct Transfer records show are held by JMBD Energy LLC; the 11,875,000 common shares of Bluefire that Direct Transfer records show are held by Mikul Investments, LLC; and the 10,210,000 common shares of Bluefire that Direct Transfer records show are held by Privilege LLC, Plaintiff will suffer irreparable harm.

84. In addition, Plaintiff asserts that if Direct Transfer /Issuer Direct is not immediately restrained from removing the restrictive legends, issuing physical share certificates, and/or transferring the 367,470 of the B shares of Bluefire that Direct Transfer records show are held by 555-333 Holdings; the 213,750 of the B shares of Bluefire that Direct Transfer records show are held by Mikul Investments, LLC and

the 183,780 of the B Shares of Bluefire that Direct Transfer records show are held by Privilege, LLC, Plaintiff will suffer irreparable harm.

85. While this Court likely cannot adjudicate the merits of property ownership of Texas citizens and LLCs who may not be subject to the North Carolina Courts, this Court can adjudicate the rights as between Plaintiff and Defendant in Defendant's role as transfer agent for the shares of stock under Defendant's control and authority until such time as the Plaintiff can adjudicate the rights to the property against the former executives in Texas Courts. This Court also has *in rem* jurisdiction over the property in question- the shares of stock. This Court has jurisdiction to render a declaratory judgment arising out of conflicting contentions on the legal rights and liabilities.

86. A case or controversy exists between the Plaintiff and Defendant Direct Transfer / Issuer Direct arising from Defendant's role as transfer agent and Plaintiff's role as Issuer. Once engaged as transfer agent by an Issuer, the UCC then imposes certain obligations on the transfer agent regarding the handling, transfer, and certification of stock shares. While the Issuer has certain powers to stop the enforcement and certification of shares by the transfer agent, those powers are limited under the UCC including the North Carolina version of the UCC NC. Gen Stat. 25-8-403 and by contract.

87. Pursuant to this claim Plaintiff seeks a declaration from the Court that Defendant is subject to the statute and statutory conditions have been met to halt the obligations of the Defendant to remove restrictive legend and/or the transferring of

property claimed by the Plaintiff regarding the Texas SEP Defendants shares held at Direct Transfer.

XI. PRAYER

88. For these reasons Plaintiffs seek a Temporary Restraining Order, Preliminary Injunction against Defendant Direct Transfer/Issuer Direct to be granted, restraining any action by Defendant to remove the restrictive legends and/or to transfer shares in Bluefire held by the Texas SEP Defendants during the pendency of the Texas lawsuit.

89. For declaratory judgment against Defendants Direct Transfer /Issuer Direct:

- a. That Plaintiff has provided the proper notice and restraint to relieve Defendants of any liability to the Texas SEP Defendants regarding the request by any Texas SEP Defendant to remove the restrictive legends and/or the transfer of Bluefire shares held by the Texas SEP Defendants under N.C. Gen Stat. §25-8-403.
- b. Costs of suit
- c. Such additional relief as the Court deems appropriate.

Respectfully Submitted

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SMITH LLP**

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Attorneys for Plaintiff
Bluefire Equipment Corporation

EXHIBIT A

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR



1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
555-333 HOLDINGS LLC 11211 BONHAM RANCH ROAD DRIPPING SPRINGS, TX 78620	BOOK10	03/08/2024	20,415,000.0000	20,415,000.0000

Printed: 08/07/2024 12:29:12PM

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR

 DIRECTTRANSFER

1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
JMBD ENERGY LLC 6105 START LIGHT DRIVE ROGER, AR 72758	BOOK13	03/08/2024	2,500,000.0000	2,500,000.0000

Printed: 08/07/2024 12:29:12PM

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR

 DIRECTTRANSFER

1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
MIKUL INVESTMENTS LLC 390 S REYNOLDS ST LA GRANGE, TX 78945	BOOK11	03/08/2024	11,875,000.0000	11,875,000.0000
PRIVILEGE LLC 104 GALLERY CIRCLE SUITE 126 SAN ANTONIO, TX 78258	BOOK12	03/08/2024	10,210,000.0000	10,210,000.0000

Printed: 08/07/2024 12:29:12PM

Security Balances - Detail

As Of 08/07/2024

09625G100 - BLUE FIRE EQUIPMENT CORP

ALL HOLDERS

Currency Type: US DOLLAR

 DIRECTTRANSFER

1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
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Report Totals:			87,752,368.0000	87,752,368.0000
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Total Number of Accounts: 19

Printed: 08/07/2024 12:29:12PM

EXHIBIT B

Security Balances - Detail

As Of 08/07/2024

1234567B5 - Blue Fire Equip Corp PFDB

ALL HOLDERS

Currency Type: US DOLLAR



1 Glenwood Ave, Suite 1001

Raleigh, NC 27603

919.744.2722

Account Name	Certificate(s) Held	Issue Date	Issued	Outstanding
555-333 HOLDINGS LLC 11211 BONHAM RANCH ROAD DRIPPING SPRINGS, TX 78620	BOOK6	10/09/2023	367,470.0000	367,470.0000
MIKUL INVESTMENTS LLC 390 S REYNOLDS ST LA GRANGE, TX 78945	BOOK7	10/09/2023	213,750.0000	213,750.0000
PRIVILEGE LLC 104 GALLERY CIRCLE SUITE 126 SAN ANTONIO, TX 78258	BOOK8	10/09/2023	183,780.0000	183,780.0000
Report Totals:			865,000.0000	865,000.0000

Total Number of Accounts: 5

Printed: 08/07/2024 12:28:42PM

EXHIBIT C

are listed and traded on the OTC Markets in the United States (“US”) under the symbol “BLFR”. To act as transfer agent in the US for Bluefire’s shares, Bluefire contracted with Direct Transfer LLC. Direct Transfer LLC is owned by Issuer Direct Corporation, (“Issuer Direct”) a Delaware corporation with its principal place of business in Raleigh, North Carolina.

2. This case arises from BLFR shares that were provided to the four members of Screaming Eagle Partners, LLC (“SEP”) - and their respective managing members, Mikul Investments, LLC (“Mikul”) 555-333 Holdings, LLC, (“555-333”) Privilege, LLC, (“Privilege”) and JMBD Energy LLC (“JMBD”) as part of a share exchange entered via a Business Combination Agreement dated September 27, 2023. Under that Agreement, Bluefire was to acquire 90% of the shares in SEP, and SEP was to acquire 90% of the Series A and B shares in Bluefire - effectively controlling Bluefire. Two of the three Board members in the post-Business Combination Agreement (also “BCA”) in Bluefire were from the SEP members. Bluefire however, would not have agreed to relinquish such control but for promises by the SEP Defendants that SEP owned substantial operating and producing oil and gas wells that were generating millions of dollars in revenue and that SEP would bring those financial resources into Bluefire to help build the brand and the company.

3. Shortly after signing the Business Combination Agreement and receiving the Series A and Series B shares allocated to the SEP members, Bluefire learned that SEP had no money to contribute to Bluefire - just substantial debt - despite representations and warranties to the contrary. SEP and its members and affiliates had pending undisclosed lawsuits. More disturbing, in anticipation of the BCA merger by share exchange with Bluefire, SEP and its members in the few months leading up to the signing of the BCA had engaged in massive borrowing of money from various investors including presenting Bluefire - after the signing of the BCA - with 20 promissory

notes it had provided to 20 different lenders. Even more disturbing, upon closer examination of the promissory notes, Bluefire learned that the SEP members had included language that gave SEP the option of converting the loans to equity - in Bluefire shares. In short, SEP had pledged Bluefire shares as collateral on promissory notes they signed with borrowers before SEP owned shares in Bluefire. The debts as well as the convertible share language was undisclosed to Bluefire before they signed the Business Combination Agreement with the SEP members. Bluefire further learned that regardless of the money raised by SEP through the 20 promissory notes and other loans SEP obtained through using security accounts of certain individuals as collateral to support bank loans taken by SEP. SEP represented to its members it was using the borrowed funds to pay expenses to operators of its wells to keep them running and producing revenue and to pay royalty interests to well owners for which it was the operator. In reality, SEP only had 3-4 operating wells of the 35 working wells they claimed to have when Bluefire agreed to the Business Combination Agreement. As a result, millions of dollars of loans that should have been used by SEP to pay the operators and royalty interests on the 35 working wells were being diverted by the managers of the SEP Defendants both defrauding lenders, defrauding royalty interests and defrauding Bluefire and exposing Bluefire to substantial litigation and expense. As a result of SEP and its members' fraud and misrepresentations to Bluefire, about its ability to fund Bluefire, Bluefire was forced to find a new merger partner who had legitimate assets but resulted in existing Bluefire shareholders being further diluted from their expectation based on the failed merger with SEP and its members.

4. As a result of the failures of the SEP Members under the Business Combination Agreement with Bluefire as set forth above, Bluefire found itself in a business relationship with an LLC and its members to whom it had transferred 90% of its shares and SEP having controlling interests in Bluefire among its shareholders and board representation, which had misrepresented its assets, its

liabilities, and its financial status and resources to Bluefire to induce it into a merger by share exchange and acquire controlling interests in Bluefire, a publicly traded company. Instead of funding Bluefire and helping it grow, the SEP Defendants through their debts, defaults, legal entanglements and obligations, threatened to bankrupt Bluefire. Additionally, because the SEP Defendants were withholding transparent financial information in order to delay discovery of its fraud, which financial information was necessary for Bluefire to make timely and accurate public regulatory filings, Bluefire was delayed in filing necessary financial reports and as a result it was threatened with its de-listing on the OTC

5. As set forth below, the 10% owners of SEP who were not part of the BCA turned out to be the rescuers of Bluefire. Having realized its dire financial condition because of its merger with SEP and its members, Bluefire was forced to seek additional funding from other sources. Ironically, the 10% owners of SEP who were not part of the BCA turned out to have real financial strength. Thus, in February 2024, Bluefire entered a Contribution Agreement with RAM Cap, LLC and Thomas Dan Powers and Powers FLP to provide additional and necessary funding to Bluefire. As set forth in more detail below, not only did SEP engage in a series of fund raising while negotiating the BCA with Bluefire whereby they were effectively creating debts they would pass on to Bluefire and pledge Bluefire shares as collateral for stock they did not at that time own, but RAM Cap, LLC, Ramirez Capital LLC, David Rene Ramirez, NDO Energy, LLC and Matthew Page were either guarantors on SEP initiated loans on which SEP defaulted, or they provided capital now at risk by SEP's non-performance of its obligations, or were direct creditors/lenders to SEP and its Members or they pledged securities accounts that are at now risk for loans SEP and Yariger obtained from financial institutions. As a result of the SEP members and their managers' breach of fiduciary duties, negligent misrepresentations, and fraud, as set forth below, the

Screaming Eagle Partner Defendants have caused direct monetary damages to Bluefire and the other Plaintiffs.

II. DISCOVERY CONTROL PLAN

7. Bluefire will seek a Level III Discovery Control Order as needed. Bluefire affirmatively pleads that this suit is not governed by the expedited actions process of Texas Rule of Civil Procedure 169 because the amount in controversy is greater than \$250,000.

III. CLAIM FOR RELIEF

8. Pursuant to Texas Rule of Civil Procedure 47(c) (4) Bluefire seeks monetary relief over \$1,000,000 and all other relief to which it is entitled under the Declaratory Judgment Act.

IV. PARTIES

9. Bluefire Equipment Corporation is a Colorado Corporation in Good Standing and registered to do business in Texas. Its office in Texas is located at 100 N.E. Loop 410, Suite 1500, San Antonio, Texas 78216. Its registered agent is Nickolas S. Tabraue, 7828 SW 118th Ct. Miami FL, 33183.

10. RAM CAP, LLC is a Texas domestic Texas limited liability company whose address is 100 N.E. Loop 410, Suite 1500, San Antonio, Texas 78216.

11. Ramirez Capital, LLC is a domestic Texas limited liability company headquartered at P.O. Box 2171, Boerne, Texas 78006.

12. NDO Energy, LLC is a Wyoming LLC whose address is 30 North Gould Street, STE R, Sheridan, Wyoming 82801.

13. David Rene Ramirez is an individual whose address is 102 Swede Creek, Boerne, Texas 78006.

14. Thomas Dan Powers is an individual whose address is P.O. Box 11229, Spring, Texas 77373.
15. Powers FLP is a family limited partnership managed by Powers Management, LLC, and whose address is 8226 Santa Fe Drive, Odessa, Texas 79765.
16. Matthew Page is an individual whose address is 22 Carolyn Lane, Santa Rosa Beach, Florida 32459.
17. Screaming Eagle Partners, LLC is a Texas limited liability company formed in Texas. Its registration has been forfeited. Its previous agent for service of process was Tony Devalos, 300 Thunderbird Drive, Suite 10, El Paso, Texas 79912.
18. Mikul Investments, LLC is a Texas limited liability company formed in Texas. It can be served by serving its registered agent for process Michael Kulhanek, 390 S. Reynolds Street, La Grange, Texas 78945.
19. 555-333 Holdings, LLC is a Texas limited liability company formed in Texas. It can be served by serving its registered agent for process John Taylor, 614 Lester Street, Houston, Texas 77007.
20. Privilege, LLC is a Texas limited liability company formed in Texas. It can be served by serving its registered agent for process Jonas C. Crafts, 8455 Romney, San Antonio, Texas 78254.
21. JMBD Energy, LLC is a Texas limited liability company formed in Arkansas. It can be served by serving its registered agent for process Joseph Donaldson, 3939 S. Grand Avenue, Unit D314, Rogers, Arkansas 72758.
22. Kirk Yariger is the Manager of 555-333 Holdings, LLC and became a Board member of Bluefire upon the execution of the BCA. He can be served with process at John Taylor, 614 Lester Street, Houston, Texas 77007.

V. JURISDICTION

23. Jurisdiction is proper in this case because Plaintiff Bluefire contracted with SEP in an agreement under Texas law.

24. Jurisdiction is also proper under Texas law because this suit includes a Declaratory Judgment action governed by Texas Civil Practice and Remedies Code, Chapter 37.

25. Jurisdiction is also proper in this Court based on in rem jurisdiction since the stock certificates that SEP members were supposed to deliver under the BCA are the subject of the Petition were issued in Texas.

VI. VENUE

26. The claims against the SEP Defendants arise from breaches and fraud and misrepresentation involving the BCA. As it relates to breach of contract claims thereunder, the BCA contains an agreement of the parties agreeing to venue in the state or federal courts in the Southern District of Texas. This Court has subject matter jurisdiction over this lawsuit because the amount in controversy is within the jurisdictional limits of this Court.

27. Venue for this case is proper in Harris County, Texas pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County (as described more fully below).

28. This Court has personal jurisdiction over the SEP Defendants because Plaintiffs' claims herein arise from or relate to the SEP Defendants' contacts with Texas. The SEP Defendants purposefully availed themselves of the privilege of conducting activities within Texas, thus invoking the benefits and protections of its laws. Specifically, this case arises from or relates to numerous the SEP's solicitation of a transaction involving the exchange of stock and various accompanying financial misrepresentations.

VII. CASE BACKGROUND

29. Bluefire Equipment Corporation was registered as a Delaware Corporation on June 10, 2008. It has been a publicly traded company on the OTC markets under the symbol BLFR since 2014.

30. Bluefire was previously a subsidiary entity of Dome Capital, LLC, Texas LLC as Dome Capital, LLC originally owned the majority shares in Bluefire.

31. On February 5, 2015, it appears that Dome Capital, LLC entered a stock purchase agreement with HG Restaurant Management Group in which Dome Capital, LLC purported to sell the majority shares of Bluefire to HG. That transaction was never completed.

32. On March 20, 2015, Dome Capital sold the Bluefire shares to Ali Ahmed pursuant to a Stock Purchase Agreement with Mr. Ahmed buying the shares of Dome Capital LLC. Mr. Ahmed was appointed President, Secretary and Chief Executive Officer of Bluefire.

33. While Bluefire remained a Delaware Corporation, Mr. Ahmed filed an amendment with Delaware amending the Certificate of Incorporation to authorize the issuance of 2,000,000 shares of common stock and 100,000 shares of preferred Stock.

34. On September 27, 2021, Mr. Ahmed filed a Statement of Conversion, converting the Bluefire Equipment Corporation he owned in Delaware to a Colorado Corporation. New Articles of Incorporation were filed in Colorado (and a Plan of Conversion converting Bluefire Equipment Corporation, a Delaware Corporation to Bluefire Equipment Corporation, a Colorado Corporation and Articles of Incorporation in Colorado. Mr. Nickolas Tabraue was initially appointed registered agent for Bluefire (Colo.)

35. In late 2023, Mr. Tabraue became the Interim Chief Executive Officer of Bluefire Equipment Corporation with an Amendment to reduce the number of outstanding shares. The directors approved the resolution and the shareholders consented. Mr. Tabraue is now the Interim CEO of Bluefire.

36. Discussions between Bluefire and Screaming Eagle Partners, LLC began in June of 2023 with Screaming Eagle Partners, LLC, and its Member LLCs through their respective managers.

Initially, Bluefire was in discussions to acquire 100% of Screaming Eagle BNR JV, LLC., an affiliated company to SEP. Those discussions continued throughout the summer of 2023, leading to the signing of the BCA in late September 2023.

37. In September 2023, Bluefire entered into the Business Combination agreement with Screaming Eagle Partners, LLC for SEP to acquire 90% of Bluefire's Series A and Series B shares to be issued to its managing member. The remaining 10% owner of SEP did not at that time transfer his shares.

38. Screaming Eagle Partners, LLC ("SEP") was comprised of five (5) member LLC's: But only four (4) member LLC's: Mikul Investments, LLC; (owning 23.75 of the SEP membership interests); 555-333 Holdings, LLC (owning 40% of the SEP membership interests); Privilege, LLC (owning 20.42 % of the SEP membership interests and JMBD Energy, LLC (owning 10% of the SEP membership interests) elected to transfer their shares to Bluefire as part of the BCA transaction.

39. SEP was a member managed LLC. Kirk Yariger was the member of 555-333 Holdings, LLC and the Manager of SEP and became the Chairman of the Board of Bluefire post-BCA merger.

40. Under the Business Combination Agreement dated September 27, 2023, BLFR shares were provided to the four members of Screaming Eagle Partners, LLC - and their respective managing members, Mikul Investments LLC (Mikul) 555-333 Holdings, LLC (555-333), Privilege, LLC (Privilege), and JMBD Energy, LLC (JMBD) as part of a share exchange via the BCA. Under that Agreement, Bluefire, was also to acquire 90% of the shares in SEP, and SEP was to acquire 90% of the Series A and B shares in Bluefire - effectively controlling Bluefire.

41. Under the terms of the contemplated transaction SEP would become a subsidiary of Bluefire.

42. Following the Closing of the BCA, a chairman of Bluefire's Board of a Directors would be elected by a vote of a majority of the holders of the Series A shares. Kirk Yariger, the sole member of SEP member 555-333 Holdings, LLC, and Jonas Crafts the sole member of SEP

member Privilege, LLC, along with Nickolas S. Tabraue, Interim CEO of Bluefire, were elected to the board.

43. Throughout the contemplated BCA, SEP represented it owned substantial operating oil and gas wells that were generating millions of dollars in revenue and that SEP would bring those financial resources into Bluefire to help build the brand and the company.

44. Shortly after signing the Business Combination Agreement and receiving the Series A and Series B shares allocated to the SEP members, Bluefire learned that SEP had substantial and ongoing financial problems. SEP did not immediately disclose these problems but only after Bluefire pushed on due diligence and follow up. SEP had no money to contribute to Bluefire. Despite representations and warranties to the contrary, SEP and its members and affiliates had pending undisclosed lawsuits - despite representations to the contrary, and more disturbing, after it signed the Business Combination Agreement and after receiving an allocation of 90% of Bluefire's shares, SEP and its member LLCs then presented Bluefire with 20 promissory notes it had obtained from 20 different lenders. Each of those Promissory Notes contained convertible note language that gave SEP as borrower the option of not repaying the loans, but rather converting the loans to equity- in Bluefire thus thereby further diluting the owners of Bluefire's 10% interest in the Company.

45. Bluefire further learned that regardless of the money raised through the 20 promissory notes and other loans SEP obtained through taking security interests in certain lender investment accounts including those of Plaintiff Matthew Page, so they could pledge those accounts as collateral for bank loans, SEP only had 3-4 operating wells of the 35 working wells they claimed to have when Bluefire agreed to the Business Combination Agreement. As a result, millions of dollars of loans that should have been used by the SEP Defendants to pay the operators and royalty interests on the 35 working wells, were being diverted by managers of SEP members both defrauding SEP's lenders, defrauding SEP's royalty interests, and defrauding Bluefire.

46. For example, Section 1.1(b) of the BCA requires *“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 Membership Interests of Target, (the “Membership 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 Membership Certificates representing 100% of such Membership Interests, then Member shall deliver an executed and notarized affidavit of lost, stolen or destroyed Membership Certificate.” None of the members of the Target-SEP have delivered duly endorsed certificates or an executed and notarized affidavit of lost, stolen or destroyed Membership Certificate. As a result, Bluefire never acquired the 10% interests in SEP it was promised by SEP as part of the BCA share exchange. Even today, the BCA is not consummated due to SEP’s failure to deliver its promised 90% shares to Bluefire.

47. Under Section 3.7 of the BCA “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.”*

48. A member of SEP has been in communication with a third-party Resource Rock Exploration, LLC regarding purchasing the assets from SEP at no cost to work with them separately from the Bluefire without their consent. This is a clear breach and default to this section because it “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.”

49. Under Section 3.9 “Litigation” SEP represented: *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.”

50. Not only were so the above representations false when made, and undisclosed to Bluefire, SEP exposed Bluefire to potential litigation even before signing the formal agreement by creating convertible notes pledging Bluefire shares in lieu of repayment of the notes. In addition, SEP members agreed to pay royalty interests to owners of wells, and told the royalty interests which SEP did not pay, that SEP was owned by Bluefire. Therefore, royalty owners who have not been paid have sued SEP members as well as Bluefire. SEP never disclosed these financial dealings as required under the BCA.

51. Under 3.13 “Contracts” SEP pledged *“There are no contracts or agreements of any kind or nature whatsoever to which the Target is bound, affecting the businesses or their assets are bound.”* This statement was false when made because SEP knew it had signed 20 promissory notes borrowing millions of dollars and pledging repayment of same and with provisions in the notes giving SEP the option of converting the notes to equity in Bluefire – all without Bluefire’s knowledge at the time of the Business Combination Agreement.

52. Under Section 3.15 “Disclosure” SEP pledged *“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.”* This representation along with other were blatantly false when made and had been false for months leading up to the signing of the Business Combination Agreement. This is also a breach having the representations and warranties contained untrue statement of material fact and have been omitted to state a material fact making the statements misleading.

53. Under Section 5.1 (d) “No Action” SEP pledged that *“No suit, action, or proceeding will be pending or threatened which would(i) cause the Transaction to be rescinded following consummation.”* Again, these statements by the SEP members were false when made. There have been multiple prior actions pending that threatened the consumption of the BCA that causes

the transaction to be rescinded. This is a breach and entitles Bluefire to automatic rescission under Section 3.15.

54. Under Section 6.1 “Notification of Financial Liabilities” *“The Buyer and Target promised to 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.”* SEP failed to timely provide accounting records to Bluefire to the point of having Bluefire to almost lose their standing as a public company. Bluefire learned that despite their statements affirming their accounting practices, SEP had been using improper accounting practices resulting in their financial records not reflecting the true state of its assets and liabilities in the books, records, and accounts of such party, any properties, assets, liabilities, revenues, or expenses.

55. Under Section 6.5 “Closing Deliveries of Target and the Members (c)” SEP promised, *“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*
- (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*
- (e) any other necessary documents, each duly executed by Target and/or the Members, as required to give effect to the Transaction.”*

56. As set forth above, SEP members have failed to deliver Membership Certificates from SEP from section 5.1. Absent this delivery, SEP has not complied with material obligations under the Stock Exchange of the Business Combination Agreement.

57. Under Section 7.1 “Termination” it states they 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)*
- (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)*
- (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*
- (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.*

58. SEP has been in material breach in sections 3.7, 3.15, 5.1(d) and 6.1. The transaction did not close by December 31, 2023, due to SEP’s breach in sections 1.1(b) and 6.5. Had the Buyer Bluefire known of SEP’s multiple false statements and fraudulent conduct, they could have Terminated the Agreement before closing. Because the SEP members committed fraud, Bluefire did not have the option to automatically terminate the Business Combination Agreement.

59. Under Section 7.2 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.*”

60. In addition, to the extent the SEP members have exposed Bluefire to liability under Section 8.3 each of the Members is required *“to indemnify Bluefire from and against any losses asserted against, relating to or incurred by Bluefire and its shareholders by reason of and arising from the breach or partial breach of such Member of any covenant or agreement of such member made in pursuant to this Agreement or any certificate or other instrument delivered pursuant to this Agreement of such Member any representation or warranty of such Member contained in or made pursuant to this Agreement.*

61. As a result of the fundamental breaches and/or repudiation of the Business Combination Agreement, SEP and its LLC members no longer have the right to retain possession or ownership of the Series B Bluefire Shares. Such shares should be returned to Bluefire, or they must agree to cancel the shares at Direct Transfer.

62. In addition, the Defendants SEP and their member LLCs are unjustly enriched with the Series B Bluefire Shares at the cost of Bluefire for no valid reason.

63. Therefore, in addition to breach, fundamental breach and/or repudiation of the Business Combination Agreement, SEP and its member LLCs are not entitled to retain ownership of the Series B Bluefire Shares at Direct Transfer on the further grounds of unjust enrichment and unconscionability.

64. The breach of the Business Combination Agreement by the SEP members and managers has deprived Bluefire substantially all the benefits under the Agreement. Upon completing the Agreement, SEP had no monies to infuse into the company for operating expenses. The members of SEP claimed that all their monies went to pay necessary expenses and the operator of the oil and gas producing assets.

65. To obtain capital to finance its operations and expansion, in the absence of any financial contribution by the SEP Defendants and Members – Bluefire had to seek out additional capital and shareholders to survive and avoid losing its OTC listing. As a result, on February 28, 2024, Bluefire entered a Contribution Agreement with RAM Cap, LLC (“Ram Cap and Thomas Dan Powers and Powers FLP”).

66. Plaintiffs Rene Ramirez and Matthew Page were 10% owners in SEP through their membership in NDO Energy, LLC, a member LLC of the original SEP. Rene Ramirez, Matthew Page, and NDO Energy, LLC were not parties to the original BCA. The remaining 90% of SEP and its members elected to go forward with the Bluefire stock exchange via the BCA and therefore, SEP and its members who participated in the BCA could only pledge 90% of the shares of SEP to Bluefire. The SEP Defendants did not reveal the true values of its shares to Bluefire, nor did they provide the shares themselves to Bluefire – another breach of the BCA. Rene Ramirez, Matthew Page, and NDO Energy, LLC had good reasons to be skeptical of the other SEP members participation in the BCA as they had already seen evidence of reckless borrowing by SEP and its managing members Kirk Yariger, a lack of predictable accounting and a lack of transparency by SEP’s managing members and knowing that SEP and its members were engaging in a number of loans and using securities accounts of others including Matthew Page to obtain Loans from Fayette Savings Bank. SEP and Yariger were supposed to use the loans to pay operating expenses on existing wells and pay royalty payments for interests in wells they had purchased. That is what they represented to the SEP members including NDO Energy, LLC. The representations by Yariger, majority member of SEP through his LLC 555-333 Holdings, LLC along with Jonas Crafts member of SEP through Privilege, LLC, that they were using the loans for operating expenses on the wells and to pay royalty interests were false and misleading.

67. Prior to the 90% Members of SEP engaging in discussions with Bluefire leading up to the signing of the BCA, in March 15, 2022 SEP borrowed \$3.5 million on Loan No. 01-611278-3 from Fayette Savings Bank, SSB in La Grange, Texas using securities accounts at Raymond James & Associates owned by Matthew and Brittney Page as collateral for the loan. The original maturity date of that loan was March 11, 2023. That loan was renewed in December 2023 with little reduction and a new maturity date of June 14, 2024 at 9% interest. SEP defaulted on the loan so as guarantor and as the party whose collateral is at risk, respectively, Ramirez and Page proposed a

refinance of the loan and to move the loan out of Fayette Bank through the end of June 2024. However, Fayette Bank now wants \$350,000 to renew the loan, plus Ramirez and Page are having to make monthly interest payments of \$1,490 per month on the loan to keep it out of default.

68. On November 13, 2023, SEP again took out a loan, Loan No-01-611985-3 which was a renewal of Loan 01-611788-05 in the amount of \$2,108,638.48 with a maturity date of February 13, 2024. The security for the loan were multiple securities accounts held at RBC Wealth Management under the name of Jerris Fritzie Kulhanek. To prevent SEP from being in default, David Rene Ramirez and Matthew Page, as a member of NDO Energy, LLC were required to execute a promissory note to Fayette Savings Bank SSB and execute a personal guaranty. In consideration for NDO Energy, LLC providing the personal guarantees of members Ramirez and Page as set forth above so SEP could obtain the loan from Fayette Savings Bank, SEP executed a promissory note to NDO Energy, LLC to provide NDO Energy LLC \$150,000 a month from its oil and gas operations. As a result of SEP's default on the loans and David Rene Ramirez's and Matthew Page's personal guarantees, for NDO Energy, LLC, SEP owes NDO Energy, LLC over \$3.5 million.

69. On or about March 1, 2024, after the company entered into the Contribution Agreement with RAM Cap, LLC. ("Ram Cap") whereby RAM Cap became majority shareholder in Bluefire. In addition, Thomas Dan Powers and Powers FLP became additional shareholders in Bluefire. The SEP Defendants were then still shareholders in Bluefire. RAM Cap as new majority shareholder of Bluefire under the Contribution Agreement commenced a 90-day due diligence period as agreed to in the Contribution Agreement. During this period, at the request of Ram Cap Bluefire requested the bank statements, book entries, and all and any documents pertaining to SEP, Screaming Eagle BNR JV, LLC. ("SEBJ"), (the oil and gas producing asset 90% owned by SEP), and Screaming Eagle Energy, LLC. ("SEE"), (a newly formed entity to acquire additional oil and gas producing assets). None of the SEP members of Bluefire cooperated with this requirement, leading Bluefire to terminate each SEP member along with anyone associated with the members and placing an administrative hold on their shares. To add insult to injury, Bluefire was also sued on March 5, 2024 for multiple commitments made by SEP which it did not honor, in which SEP told the borrowers that Bluefire was a guarantor of their debts.

70. Furthermore, due to the lack of cooperation and transparency by the SEP members in the due diligence accounting this led Bluefire to uploading its 2023 fiscal annual report late, under threat of it being delisted on the OTC Market. Bluefire was only able to upload its Annual Report to provide true and accurate financials and disclosures due to the termination of the SEP members and the unwinding of the Bluefire /SEP Business Combination Agreement.

71. As a result of the SEP members and their managers' breach of fiduciary duties, negligent misrepresentations, and fraud, the Screaming Eagle Partner Defendants have caused direct monetary damages to Plaintiffs in excess of \$10,000,00 including : invoices Plaintiffs have had to cover for SEP incurred debts, SEP loans interest, SEP note liability at Fayette Savings Bank, exposure of Plaintiff Matthew Page's securities accounts, and exposure of securities accounts of Fritzie Kulhanek and David Rene Ramirez's guaranty of those funds, to non-performing SEP loans or defaulted loans, an NDO promissory note default, payment for Bluefire acquisition costs incurred due to defaults by SEP under the BCA and the Contribution Agreement, and exposure to lawsuits in which SEP exposed Bluefire and its shareholders, and exposure to promissory note holder liability in which SEP wrongfully committed Bluefire shares. Bluefire has suffered and will continue to suffer additional substantial damages as the above debts and obligations incur interests.

VIII. CAUSES OF ACTION

A. BREACH OF CONTRACT

72. Plaintiffs hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove.

73. Bluefire and SEP and its Members entered into a valid Business Combination Agreement regarding a stock exchange between the two parties.

74. As set forth hereinabove, among the most material provisions of a share exchange is that SEP was required to exchange 90% of its shares for shares in Bluefire. Bluefire performed its promises to issue shares to SEP and its Members by issuing Series A and Series B shares. Neither

SEP nor its members ever performed their portion of the share exchange, nor did they provide Bluefire with replacement or lost certificates as promised. This was a breach of that agreement.

75. Other breaches of the BCA include SEP's failure to provide financial and other accounting documents and material reports required to be exchanged under the BCA.

76. As a result of SEP's breaches of the BCA, Bluefire has suffered and will continue to suffer damages for which Bluefire seeks compensation.

B. FRAUD IN A STOCK TRANSACTION UNDER TEX. US. & COMM. CODE SECTION 27.01

77. Plaintiffs hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove.

78. The BCA was a transaction involving the exchange of stock.

79. During the transaction, Defendants made false statements of fact regarding their financial status, their intention to provide an exchange of 900% of the shares of SEP, their compliance with all laws and regulations, their lack of lawsuits or litigation threatening the viability of the transaction as well as other false statements set forth herein above.

80. Additionally, the SEP Defendants made false promises as part of the BCA.

81. The SEP Defendants' false statements and false promises were made for the purpose of inducing Plaintiff Bluefire into the BCA, an agreement that resulted because of Bluefire's performance in the SEP Defendants owning 90% of the Series A shares in Bluefire and 90% of the Series B shares in Bluefire without corresponding contributions in cash or assets by the SEP Defendants and without providing Bluefire their promised ownership in SEP, which Bluefire learned after the breach of the BCA was virtually worthless given the debts incurred by SEP and the lack of operating assets.

82. Plaintiff reasonably relied upon the SEP Defendants signing binding documents which learned contained false statements of fact, false promises and false accounting and financial representations.

83. Accordingly, Plaintiffs' reasonable reliance resulted in substantial damages to Plaintiff Bluefire and as a result has been injured in an amount not less than \$1,000,000.

C. FRAUD BY NON-DISCLOSURE

84. Plaintiffs hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove.

85. The SEP Defendants knew they were in the process of negotiating a stock merger with Bluefire. SEP Defendants knew that Bluefire was a holding company that owned public access to the OTC Markets but otherwise was a small operating company with limited assets. SEP Defendants knew that the basis of Bluefire's interest in merging with SEP was the claim that SEP had a number of operating and revenue generating oil wells. SEP Defendants knew that Bluefire was counting on SEP's financials and assets to grow the Bluefire company as a central proposition for the BCA.

86. SEP Defendants specifically concealed from Bluefire that that in the months leading up to the signing of the BCA, SEP and its members borrowed millions of dollars from, lenders via promissory notes and bank loans secured by investment accounts and SEP Defendants failed to advise Bluefire of its substantial debt load and lack of assets to contribute to the Business Combination. Further SEP Partners and their members failed to disclose to their lenders that the promissory notes SEP and their members obtained contained convertible note language allowing the Borrowers to convert the lenders loan repayment into Bluefire shares. These promissory note documents were signed by SEP Defendants pledging Bluefire's shares before they had a legal right

to receive Bluefire shares. Borrowers from SEP are already contacting Bluefire to try and collect on their loans to SEP or obtain shares in Bluefire.

87. Had Bluefire known any of this information they would not have done business with SEP and its members, nor would they have agreed to the BCA. These concealed facts were material, and the Defendants knew that Plaintiff Bluefire was unaware of the level or terms of its massive borrowing nor was the Plaintiff aware that Defendants were diverting assets and payments from these lenders and not paying operating expenses and royalty interests to keep the oil and gas wells under their control operating and creating revenue, all of which were material provisions of Bluefire's willingness to enter the BCA with SEP and its members.

88. By failing to disclose the above facts and circumstances the Defendants intended to induce the Plaintiff Bluefire into entering the BCA with them.

89. Bluefire relied on Defendants nondisclosure of material facts and as a result has been injured in an amount not less than \$ 1,000,000.

D. COMMON LAW FRAUD

90. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove.

91. During the transaction, Defendants made a number of false statements of fact regarding their financial status, their intention to provide an exchange of 90% of the shares of SEP, their compliance with all laws and regulations, their lack of lawsuits or litigation, threatening the viability of the transaction as well as other false statements set forth herein above.

92. Each of these statements and representations were material to Bluefire's reliance on and willingness to enter the BCA with SEP and its members.

93. When the Defendants made these statements and omissions of material information, they knew the representations were false or made the representations recklessly as a position assertion and without the knowledge of its truth. Specifically, SEP Defendants knew they were in the process of negotiating a share exchange merger with Bluefire. SEP Defendants knew that Bluefire was a holding company that owned public access to the OTC Markets but otherwise was a small operating company with limited assets. SEP Defendants knew that the basis of Bluefire's interest in merging with SEP was the claim that SEP had a number of operating and revenue generating oil wells. SEP Defendants knew that Bluefire was counting on SEP's financials and assets to grow the Bluefire company as a central proposition for the BCA.

94. SEP Defendants specifically concealed from Bluefire that that in the months leading up to the signing of the BCA, SEP and its members borrowed millions of dollars from lenders via promissory notes and bank loans secured by investment accounts and SEP Defendants failed to advise Bluefire of its substantial debt load and lack of assets to contribute to the Business Combination. Further SEP Partners and their members failed to disclose to their lenders that the promissory notes SEP and their members obtained contained convertible note language allowing the Borrowers to convert the lenders loan repayment into Bluefire shares.

95. Additionally, the SEP Defendants made false promises as part of the BCA.

96. SEP Defendants' false statements and false promises were made for the purpose of and intent of inducing Plaintiff Bluefire into the BCA, an agreement that resulted because of Bluefire's performance in SEP Defendants owning 90% of the Series A shares in Bluefire and 90% of the Series B shares in Bluefire without corresponding contributions in cash or assets by the SEP Defendants and without providing Bluefire their promised ownership in SEP, which Bluefire

learned after the breach of the BCA was virtually worthless given the debts incurred by SEP and the lack of operating assets.

97. Plaintiff Bluefire reasonably relied upon SEP Defendants representations and statements of fact of SEP signing binding documents which Bluefire later learned contained false statements of fact, false promises, and false accounting and financial representations.

98. Accordingly, Plaintiff's reasonable reliance resulted in substantial damages to Plaintiff Bluefire and as a result has been injured in an amount not less than \$ 1,000,000.

E. NEGLIGENT MISREPRESENTATION

99. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove.

100. SEP Defendants made representations regarding their financial capabilities and stability, their assets and liabilities, the status of no pending lawsuits and other financial misrepresentations to Bluefire in the course of Defendants' business and involving a transaction in which SEP Defendants had a pecuniary interest.

101. SEP Defendants supplied false information about their financial capabilities and stability, their assets and liabilities, the status of no pending lawsuits and other financial misrepresentations for the guidance of Bluefire.

102. The SEP Defendants did not use reasonable care in obtaining the information to Bluefire knowing that Bluefire was relying on the veracity and methodology of SEP's financial information and disclosures about their lack of lawsuits and litigation.

103. SEP Defendants misrepresentation caused significant damages to Bluefire in an amount not less than \$1 million.

F. UNJUST ENRICHMENT

104. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-52 hereinabove.

105. Alternatively, in the event Defendants deny liability under the written contract of the parties Plaintiff Bluefire would show that SEP Defendants have been unjustly enriched by receiving shares in Bluefire that are potentially transferrable on the open market. Despite demands to return the fraudulently obtained shares in Bluefire, SEP Defendants have refused to return the shares to the Plaintiff Bluefire thereby requiring Bluefire to take judicial action to cancel the shares.

106. Until the shares issued to the SEP Defendants under false promises and Misrepresentations are returned to Plaintiff or otherwise cancelled by the appropriate court, Plaintiff has suffered and continues to suffer substantial damages in an amount not less than the market value of the Bluefire shares in the hands of SEP Defendants and their members in an amount not less than \$1 million.

IX. RESCISSION/CANCELLATION

107. Plaintiff hereby incorporates by reference all the above facts and statements set forth in Paragraphs 1-52 hereinabove.

108. In this case rescission and damages are necessary to restore the Plaintiff to its original petition before the Contract.

109. As set forth above, the acts and omissions of SEP Defendants were fraudulent and the SEP defendants in addition to the monetary damages they have caused to Plaintiffs, the SEP Defendants received shares of publicly traded stock that they have not returned after demand.

110. Plaintiff seeks a rescission of the Business Combination Agreement to return the parties to the position previously occupied before the BCA including a return of any shares issued to SEP Defendants.

111. Alternatively, Plaintiff seeks cancellation of the BCA under which SEP Defendants wrongfully obtained shares in Bluefire.

X. DECLARATORY JUDGMENT

112. Plaintiffs hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove. Plaintiffs bring this suit for Declaratory Judgment under Tex. Civ. Prac. & Rem. Code Chapter 37.

113. Plaintiff seeks a declaration of rights regarding property which Plaintiffs contend should be provided to Bluefire under the written BCA. Specifically, Section 1.1(b) of the BCA, Bluefire is entitled to 90% of the shares of SEP and or a written *executed and notarized affidavit of lost, stolen or destroyed Membership Certificate*.

114. Under Section 6.5 “Closing Deliveries of Target and the Members (c)” SEP promised “*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 Bluefire seeks a declaration that the failure of the SEP Defendants to deliver their Membership Certificates at closing was a material breach entitling Plaintiff to cancel the transaction .*

115. Under Section 7.1 (b) “Termination” Plaintiff seeks a declaration that it has a right to cancel the BCA transaction based on material breaches of SEP Defendants.

116. Bluefire further seeks a declaration that due to misstatements and breaches of provisions of the BCA Bluefire had a right under those agreements to cancel the parties This Court has

jurisdiction to render a declaratory judgment arising out of conflicting contentions on the legal rights and liabilities.

117. A case or controversy exists between Plaintiffs and Defendants arising from the BCA and breaches and fraud involving the BCA.

118. Pursuant to this claim Plaintiff seeks a declaration from the Court that Defendants are subject to the statute and the statutory conditions have been met to halt any obligations of the Plaintiff Bluefire to perform under the BCA.

XI. ATTORNEYS FEES

119. Plaintiffs hereby incorporate by reference all the above facts and statements set forth in Paragraphs 1-65 hereinabove.

120. Plaintiffs are entitled to recover reasonable and necessary attorney's fees under Tex. Civ. Prac. & Rem. Code §38.001.

121. Plaintiffs are also entitled to recover reasonable and necessary attorneys' fees, expert witness fees and deposition costs as incurred under Tex. Bus. & Comm. Code § 27.01(e).

122. Plaintiff has retained the firm of Lewis Brisbois Bisgaard and Smith, LLP to represent Plaintiff in this action and has agreed to pay the firm reasonable and necessary attorney's fees.

An award of reasonable and necessary attorney's fees to Plaintiff would be equitable and just and therefore authorized by Section 37.009 of the Texas Civil Practice and Remedies Code. Plaintiff seeks costs and reasonable and necessary attorney's fees as are equitable and just. Tex. Civ. Prac. & Rem. Code § 37.009.

123. To the extent Plaintiffs David Rene Ramirez, NDO Energy, LLC, Matthew Page, Ramirez Capital, LLC and RAM Cap, LLC seek to recover on defaulted notes, interests accrued on notes, they also seek interests pursuant to the written notes, and attorneys' fees.

XII. DEMAND FOR TRIAL BY JURY

124. Plaintiffs demand a trial by jury.

XIII. PRAYER

For the reasons stated herein, Plaintiffs seek the following relief:

1. Actual damages in an amount not less than \$10,000,000.
2. Consequential Damages.
3. Exemplary Damages in an amount not less than \$1 million.
4. Special Damages.
5. Loss of Credit.
6. Loss of Goodwill.
7. Out of pocket damages.
8. Damages from loan defaults and interest.
9. Reliance damages.
10. Loss of value.
11. Benefit of the Bargain Damages.
12. Loss of Capital Investment.
13. Loss of Interests from loss of capital investment.
14. Damages for Loss of Time and Effort to investigate Fraud.
15. Damages to credit and reputation.
16. Indemnification from Lawsuit Exposure.
17. Alternatively, Rescission or Cancellation.
18. Declaratory Judgment as to the requested items above.
19. Attorney's Fees as plead above.
20. Plaintiffs seek such other and further relief at law and in equity as appropriate.

Respectfully submitted,

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