

Supplemental Information and Disclosure Statement

BlueFire Equipment, Corp.

A Colorado Corporation

25211 Grogans Mill Road
Suite 350
The Woodlands, TX 77350

(786) 375-7281
info@blfr.com

Sic: 01240
Trading Symbol: BLFR

Current Reporting of Material Corporate Events:

Entry Into a Letter of Intent

On December 4, 2023, BlueFire Equipment, Corp. (the “Company”), entered into a Letter of Intent (“LOI”), with Willcox International Holdings, Inc. (“Willcox”), a 10% owner and in progress to fully acquire NeoLithica, Ltd.

The LOI is for the Company to form a Partnership with Willcox. The Company proposes its current operating assets located in Bedia Creek and Gin Creek South Texas for Willcox to test and extract lithium deposits for a 50/50 net profit split from all extracted lithium sold. Furthermore, the Company proposes its future acquisitions on operating assets by Willcox providing 20% of the required equity from the Company’s 80% secured private credit to purchase the operating assets. All operating assets jointly purchased will grant Willcox 20% of the operating asset’s net profit and a 50/50 net profit split on from all lithium deposits found, extracted, and sold.

The LOI is attached below in this Supplemental Disclosure under Exhibit 1.1.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This disclosure statement contains certain forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward looking terminology such as “may,” “will,” “should,” “potential,” “an,” “intend,” “expect,” “outlook,” “seek,” “anticipate,” “estimate,” “approximately,” “believe,” “could,” “project,” “predict,” or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, or state other forward-looking information. Our ability to

predict future events, actions, plans or strategies is inherently uncertain. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our views as of the date of this disclosure statement. Furthermore, except as required by law, we are under no duty to, and do not intend to, update any of our forward-looking statements after the date of this disclosure statement, whether as a result of new information, future events or otherwise.

BlueFire Equipment, Corp.

Date: December 4, 2023

Signature: /s/ Nickolas S. Tabraue

Name: Nickolas S. Tabraue

Title: Interim CEO and Director of the Board

Letter of Intent (LOI) to Partner

December 4, 2023

BlueFire Equipment, Corp.
25211 Grogan Mill Rd
Suite 350
The Woodlands, TX 77380
nick@blfr.info
(786) 375-7281

Dear Saeb,

We are writing to provide a letter of intent from BlueFire Equipment, Corp. in respect of a partnership (a "Partnership") with Willcox International Holdings, Inc., ("Willcox"), located at 13935 Lynmar Blvd, Tampa, FL 33626, a 10% owner and in process to fully acquire NeoLithica, Ltd. located at 2nd Street SE, Suite A17, 6120, Calgary, Alberta, Canada T2H 2L8. We appreciate the time and energy you and your team have afforded us in discussing this opportunity and the information that has been provided thus far.

As we continue to spend time evaluating Willcox, we believe that BLFR will bring unique value and capabilities to Willcox, accelerating the development and growth of Willcox. We believe that the Partnership's growth strategy utilizes both the BLFRs and Willcox operations, network, management, logistics, capital, and stock market exposure.

Partnership Overview

Based on our preliminary review of the information provided and subject to the conditions set forth below, BLFR is pleased to submit this non-binding letter of intent (the "Proposal") for a Partnership with Willcox. BLFR proposes its current operating assets located in Bedias Creek and Gin Creek South Texas for Willcox to test and extract lithium deposits for a 50/50 net profit split from all extracted lithium sold. Furthermore, BLFR proposes its future acquisitions on operating assets by Willcox providing 20% of the required equity from BLFR's 80% secured private credit to purchase the operating assets. All operating assets jointly purchased will grant Willcox 20% of the operating asset's net profit and a 50/50 net profit split on from all lithium deposits found, extracted, and sold.

Expenses

- (a) BLFR and Willcox will pay their respective expenses incident to this letter of intent and the transactions contemplated hereby and thereby.
- (b) Both Parties have represented to each other that no brokers or finders have been employed that would be entitled to a fee by reason of the transaction contemplated by this letter of intent.

Closing

Completion of the Prospective Partnership is anticipated to take place on or Before 12/15/2023, following the completion of formal legal documentation.

Valid and Partially-Binding

- (a) Except for the provisions contained in clause 7(b) below, which are explicitly agreed by the Parties to be binding upon execution of this LOI, this LOI is not intended as a legally binding commitment by the BLFR, and any obligation on the part of the Buyer is subject to the following conditions precedent: completion of legal documentation satisfactory to the Parties, satisfactory completion of due diligence by BLFR, and delivery of all closing deliverables described in the definitive agreements.

(b) The Parties hereby explicitly agree that this LOI (the "Binding Clauses") are binding obligations of the Parties. The Binding Clauses will survive termination of this LOI.

Governing Law

This LOI shall be governed by the laws of the STATE OF TEXAS.

Severability

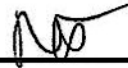
In the event any provision of this LOI is found to be illegal, invalid, or unenforceable, such provision will be severed from this LOI, and will not affect the legality, validity, or enforceability of any other provision contained in this LOI.

The Parties hereto have executed this LOI on the dates written below:

BlueFire Equipment, Corp.

Dated: December 4, 2023

By:

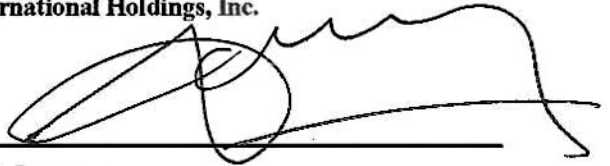


Nickolas S. Tabraue
Interim CEO and Director of the Board

Willcox International Holdings, Inc.

Dated: December 4, 2023

By:



Saeb Jannoun
CEO, President