



September 16, 2025

Azure Holding Group Corp  
Josh Cohen, Chief Executive Officer  
408 Boonesville Bend  
Argyle, TX 76226

We are pleased to confirm our understanding of the services we are to provide for Azure Holding Group Corp (the "Company") for the years ended August 31, 2025 and 2024, subject to our customary client acceptance procedures.

We will audit the consolidated balance sheets of the Company as of August 31, 2025 and 2024, and the related consolidated statements of operations, comprehensive income, stockholders' equity, cash flows, and the related notes (collectively referred to as the "financial statements") for the years then ended. Based on our audits, we will issue a written report on the Company's financial statements, which are to be included in the annual report (Form 10-K) proposed to be filed by the Company under the Securities Exchange Act of 1934.

### **Audit Objective**

The objective of an audit of the financial statements is the expression of an opinion on the financial statements. Accordingly, the objective of our audit is the expression of an opinion about whether the Company's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States.

### **Auditor Responsibilities**

As a public accounting firm registered with the Public Company Accounting Oversight Board (PCAOB), we are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We are responsible for conducting our audit of the financial statements in accordance with the standards established by the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Because our audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is some risk that material misstatements of the financial statements may exist and not be detected by us. Although not absolute assurance, reasonable assurance is a high level of assurance. Also, a financial statement audit is not designed to detect error or fraud that is immaterial to the financial statements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

## **Auditor Responsibilities (cont'd.)**

We will provide to and discuss with management and the audit committee a draft of the auditor's report.

If for any reason we are unable to complete our audit or are unable to form, or have not formed, an opinion, we retain the right to take any course of action permitted by professional standards or regulatory requirements, including declining to express an opinion or issue a report, or withdrawing from the engagement. In that circumstance, we will notify the audit committee and management.

## **Audit Procedures**

Our audit of the financial statements will include performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures to respond to those risks. Our audit will include tests of documentary evidence supporting the transactions recorded in the accounts, including direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. The audit will include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. In connection with our audit of the financial statements, we will obtain an understanding of internal control over financial reporting sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed; however, an audit of the financial statements is not designed to provide assurance on internal control over financial reporting or to identify internal control deficiencies.

Our audit of the financial statements will also include reading the other information in the Company's annual report and considering whether other information in the annual report (including the manner of its presentation) contains a material misstatement of fact or is materially inconsistent with information in the financial statements. However, our audit will not include procedures to corroborate such other information. We are also required to read any document, including the annual report to shareholders and filings with the SEC, that contains or incorporates by reference our audit or interim review reports, or contains any reference to us.

## **Auditor Responsibility to Communicate with the Audit Committee and Management**

We will communicate to the audit committee and management of the Company, as appropriate, any errors, fraud, or other illegal acts (unless clearly inconsequential) that come to our attention during our audit. In the case of illegal acts that, in our judgment, would have a material effect on the financial statements, we are also required to follow procedures set forth in the Private Securities Litigation Reform Act of 1995 and in Section 10A of the Securities Exchange Act of 1934, which, under certain circumstances, requires us to communicate our conclusions to the SEC. While the objective of our audit of the financial statements is not to report on the Company's internal control over financial reporting and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements, we will communicate in writing to the audit committee and management all material weaknesses and significant deficiencies relating to internal control over financial reporting identified while performing our audit. We will also communicate in writing to management all deficiencies in internal control over financial reporting that are of a lesser magnitude than significant deficiencies not previously communicated in writing by us or by others, including the Company's internal auditors. We will also inform the audit committee when we have communicated to management all internal control deficiencies. If we conclude that the audit committee's oversight of the Company's external financial reporting and internal control over financial reporting is ineffective, we will communicate that conclusion in writing to the Company's board of directors.

## **Auditor Responsibility to Communicate with the Audit Committee and Management (cont'd.)**

We are also responsible for communicating with the audit committee about certain other matters related to our audit, including (1) our audit responsibility under PCAOB standards; (2) information relating to our independence with respect to the Company; (3) an overview of our overall audit strategy, timing of the audit, and significant risks identified during our risk assessment procedures; (4) management's initial selection of, or changes in, significant accounting policies or the application of such policies, and the effect on the Company's financial statements or disclosures of significant accounting policies in controversial areas or areas for which there is a lack of authoritative guidance or consensus or diversity in practice; (5) the Company's critical accounting policies and practices, including the reasons certain policies and practices are considered critical and how current and anticipated future events might affect the determination of whether certain policies and practices are considered critical; (6) a description of the process management used to develop critical accounting estimates, management's significant assumptions used in critical accounting estimates that have a high degree of subjectivity, and any significant changes management made to the process used to develop critical accounting estimates or management's significant assumptions, including a description of management's reasons for the changes and the effects of the changes on the financial statements; (7) significant transactions outside of the normal course of the Company's business or that otherwise appear to be unusual due to their nature, timing, or size, along with the policies and practices used to account for significant unusual transactions, and our understanding of the business purpose (or lack thereof) of significant unusual transactions; (8) our evaluation of the Company's identification of, accounting for, and disclosure of its relationships and transactions with related parties; (9) our evaluation of the quality of the Company's financial reporting; (10) corrected misstatements arising from our audit and the implications that such corrected misstatements might have on the Company's financial reporting process; (11) uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate; (12) if applicable, our evaluation of the Company's ability to continue as a going concern; (13) difficult or contentious issues about which we consulted with others and that we believe are relevant to the audit committee's oversight of the financial reporting process; (14) disagreements with management about matters, whether or not satisfactorily resolved, that could be significant to the Company's financial statements or our report; (15) any concerns we may have related to significant auditing or accounting matters about which management has consulted with other accountants; (16) any issues discussed with management prior to our retention, including significant discussions regarding the application of accounting principles and auditing standards; (17) any significant difficulties encountered in performing the audit; and (18) other matters required to be communicated by PCAOB standards or that are significant to the oversight of the Company's financial reporting process.

Furthermore, we are responsible for providing a copy of the management representation letter to the audit committee if management has not done so, and for communicating to the audit committee other material written communications between the auditor and management.

In connection with our reviews of the Company's unaudited quarterly financial information, we will communicate to the audit committee and management any matters that come to our attention that we believe may require material modifications to the financial information to make it conform with accounting principles generally accepted in the United States. Further, we will communicate any significant deficiencies or material weaknesses that come to our attention.

## **Management Responsibilities**

Management is responsible for the fair presentation of the Company's financial statements (including disclosures) in accordance with accounting principles generally accepted in the United States, for the selection and application of accounting principles, for making all financial records (including identification of all related parties and related-party relationships and transactions) and relevant information available to us on a timely basis, for the accuracy

**Management Responsibilities (cont'd.)**

and completeness of that information, and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued. Management also agrees that we will have unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence and the full cooperation of Company personnel.

Management is also responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures and affirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for identifying and ensuring that the Company complies with applicable laws and regulations, and for informing us of any known material violations of such laws and regulations that would have an effect that is material to financial statement amounts or disclosures.

Management is also responsible for establishing and maintaining effective internal control over financial reporting, including monitoring activities; notifying us of all deficiencies in the design or operation of internal control over financial reporting of which it has knowledge; and describing to us any fraud resulting in a material misstatement of the financial statements and any other fraud involving senior management or employees who have a significant role in the Company's internal control over financial reporting.

Management is responsible for the Company's interim financial information and for establishing and maintaining effective internal control over financial reporting. It is also responsible for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities; making all financial records and related information available to us; adjusting the interim financial information to correct material misstatements; and affirming that the effects of any uncorrected misstatements pertaining to the periods under review are immaterial, both individually and in the aggregate, to the interim financial information taken as a whole.

At the conclusion of our reviews and our audit, you agree to provide us with a letter that confirms certain representations made by management during our reviews and audit about the Company's financial statements and related matters.

**Engagement Administration, Costs, and Other**

Brendan McCarthy, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately October 1, 2025.

We estimate that the costs for this scope of work will be \$200,000. The cost estimate and completion of our work is based on anticipated cooperation from Company personnel; timely responses to our inquiries; timely communication of all significant accounting and financial matters; and the assumption that unexpected circumstances will not be encountered during the engagement. We will keep Company management informed of any problems we encounter and our fees may be adjusted accordingly.

**Engagement Administration, Costs, and Other (cont'd.)**

Billings for this scope of work, will be as follows and are due upon invoicing:

Upon engagement	\$75,000
November 1, 2025	\$75,000
Earlier of December 1, 2025 or issuance of audit report	\$50,000

Regarding electronic filings, management agrees that, before filing any document in electronic format with the SEC with which we are associated, we will be advised of the proposed filing on a timely basis. We will provide the Company a signed copy of our report and consent. These manually signed documents will serve to authorize the use of our name prior to the Company's electronic transmission. Management will provide us with a complete copy of the accepted document.

The Company may wish to include or incorporate by reference our audit report on these financial statements in other documents, such as a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. If so, you agree not to include our audit report or make reference to our firm without our prior permission or consent. Any agreement to perform work in connection with an offering, including providing a comfort letter to underwriters or an agreement to provide permission or consent, will be covered under the terms and conditions of this letter. Each of these engagements and associated additional costs will be pre-approved by the audit committee in advance.

Any additional services that may be requested, and we agree to provide, will be the subject of separate arrangements.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, we may be requested to make certain audit documentation available to the PCAOB, SEC, or other regulators pursuant to the authority given to them by law or regulation. If requested, access to such audit documentation will be provided under the supervision of firm personnel. Further, upon request, we may provide copies of selected audit documentation to the regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies. We agree to communicate with you on a timely basis any requests by the PCAOB for access to audit documentation as part of its inspection process and when it desires direct contact with members of the audit committee.

***Acknowledgement & Signatures Follows on Next Page***

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

**GRASSI & CO., CPAs, P.C.**




Brendan McCarthy, CPA  
Partner



Lou Pizzileo, CPA  
Partner

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ACKNOWLEDGED & AGREED:

DocuSigned by:  
  
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Azure Holding Group Corp  
By: Josh Cohen  
Title: Chief Executive Officer

9/17/25

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Date

## Terms & Conditions

The following terms and conditions are applicable to the engagement letter to which they are attached (collectively, the "Agreement").

ADDITIONAL SERVICES. Additional services requested by Client, that Grassi agrees to provide, may be the subject of separate written agreements, either in the form of a separate engagement letter or as an amendment to this Agreement. In the absence of any other written communication from Grassi documenting such additional services, such services will be governed by the terms of this Agreement.

LIMITATION OF SERVICES. Grassi will not perform management functions or make management decisions for Client. Grassi may provide advice, research materials, and recommendations to assist Client's management in performing its functions and making decisions. The Client agrees to perform the following functions: (a) make all management decisions and perform all management functions; (b) designate an individual who possesses suitable skill, knowledge, and/or experience to oversee the functions; (c) evaluate the adequacy and results of the functions performed; (d) accept responsibility for the results of the functions; and (e) establish and maintain internal controls, including monitoring ongoing activities.

AVAILABILITY OF RECORDS AND ASSISTANCE BY YOUR PERSONNEL. Client agrees to disclose all material information and to provide Grassi with all records, documentation, and information we request in connection with this Agreement (including those pertaining to related parties). Client further agrees to ensure full cooperation of its personnel, including to the extent possible, preparing various schedules and analysis to facilitate progress and minimize cost.

Grassi will notify Client, if it has reason to believe that material documents or information have been withheld or that Client's failure to make reasonably requested information available prohibits the performance of the Services. In such event, Grassi may terminate the Services for cause and will not be liable for the results of such termination.

ASSUMPTIONS AND REPRESENTATIONS. In performing the Services, Grassi will rely on the accuracy and reliability of data obtained from Client. The Services cannot and should not be relied upon to identify or disclose fraud or other illegal acts that may exist.

WORKING PAPERS. Any and all working papers and other documents prepared by Grassi under this Agreement ("Working Papers") are the property of Grassi and will be maintained as confidential in accordance with the terms of this Agreement. Working Papers are retained for a period determined by its Record Retention Policy from the completion of the Services. Grassi is not responsible for the retention of Client's original records.

Access to Working Papers will be addressed on a case by case basis and may require written consent from Client and any applicable third party.

In the event of a request for access to or production of Working Papers, or if Grassi is required by government regulation, subpoena,

or other legal process to produce Working Papers or Grassi personnel as witnesses, Client shall, so long as Grassi is not a party to the proceeding in which the information is sought, reimburse

Grassi for all professional time and expenses, as well as any reasonable legal fees and expenses incurred in connection with such request, production or proceeding.

ALTERNATIVE PRACTICE STRUCTURE. Grassi Advisory Group, Inc. ("GAG") and Grassi & Co., Certified Public Accountants, P.C. ("Grassi CPAs") practice as an alternative practice structure in accordance with the AICPA Professional Code of Conduct and applicable law, regulations and professional standards. Grassi CPAs is a licensed CPA firm and provides audit and attest services to its clients. GAG is not licensed as a certified public accounting firm and does not perform audit or attest services.

GAG has a contractual arrangement with Grassi CPAs whereby GAG provides Grassi CPAs with professional and support personnel and other support services to allow Grassi CPAs to perform its professional services. From time to time, Grassi CPAs may consult with GAG in the provision of services pursuant to this engagement. Client hereby consents to Grassi CPAs sharing its Client information with GAG in support of the services to be provided by Grassi CPAs and for the purpose of performing the services for which Grassi CPAs is engaged. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to make disclosures to GAG and its employees of confidential information that we may obtain in the course of our engagement.

As part of the alternative practice structure, Grassi CPAs has agreed to comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure, and applicable federal, state and local rules with respect to the confidentiality of client information. Accordingly, neither GAG nor Grassi CPAs will disclose confidential client information without your consent, except (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. GAG and Grassi CPAs utilize appropriate safeguards, policies, and procedures to maintain the confidentiality of confidential client information.

All work papers prepared in conjunction with this engagement are confidential and are the property of Grassi CPAs. Work papers and client documents and information will be retained in accordance with Grassi CPAs document retention and confidentiality policies.

Professional standards require that a CPA firm and its covered members, which includes GAG, maintain independence throughout the professional engagement period. In order to preserve Grassi CPAs's independence, you shall not solicit the staff of GAG or Grassi CPAs for employment and no offer of employment shall be discussed with any GAG or Grassi CPAs professional during the professional engagement period.

You shall inform the engagement partner before entering into any substantive employment discussions with any GAG or Grassi CPAs personnel.

## Terms & Conditions

**CONFIDENTIALITY.** Grassi is committed to safeguarding all personal and confidential information provided by Client, using internal policies, procedures, and safeguards reasonably appropriate for such information. Grassi may from time to time, and depending on the circumstances, share confidential information with third-party service providers; any such third-party service provider will be required to maintain the confidentiality of such information.

Confidential information, including Working Papers may be reviewed by third parties during an In-House Inspection or Peer Review, or PCAOB inspection process as required by professional accounting standards. Further, the PCAOB, SEC or other regulators pursuant to the authority given to them by law or regulation may request certain audit documentation be made available for review. If requested, access to such audit documentation will be provided under supervision of Grassi personnel. However, the regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Grassi shall not be responsible for or liable in connection with any such further disclosure.

**OFFERS OF EMPLOYMENT.** Grassi must maintain its independence from Client at all times during this engagement. As such, Client agrees not to actively solicit any employee of Grassi during the pendency of this engagement. Should Client wish to interview or hire any Grassi employee, Client agrees to notify Grassi as soon as possible, so that Grassi may make appropriate arrangements to maintain its independence or if, in the professional judgment of Grassi, it is not possible to maintain independence, to withdraw from this engagement. Client shall be responsible for fees related to any additional procedures required in this regard, and Grassi shall not be responsible for any damages that may result in the event that Grassi is forced to withdraw from this engagement.

### ELECTRONIC COMMUNICATION AND DISSEMINATION.

In connection with this engagement, Grassi may communicate via e-mail or other electronic transmissions. As the same can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to the intended recipients, Grassi cannot guarantee or warrant that e-mails or other electronic transmissions will be properly delivered or received. In that regard, Client agrees that Grassi shall have no liability for any loss or damage resulting from the use of e-mail or other electronic transmissions.

With regard to the electronic dissemination of any financial statements or tax returns, including documents published electronically or on any Internet website, Client understands that electronic sites are a means of distributing information and, therefore, Grassi is not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

**DISPUTES.** As a condition precedent to any lawsuit, all disputes arising under this Agreement (including, but not limited to the scope, nature and quality of the Services fees and other terms of the engagement) shall first be submitted in good faith to mediation to National Arbitration and Mediation, LLC. The mediation shall be conducted in the County of New York, in the State of New York.

Each disputing party shall pay an equal percentage of the mediator's fees and expenses. If the matter is not resolved within 60 days after the mediator's first meeting with the involved parties, then and only then shall the parties be at liberty to initiate legal proceedings with respect to the matter(s) in dispute.

**FEES.** Unless otherwise stated in the engagement letter, fees in this matter (including for any services beyond the scope of the Services) are based on actual time incurred at current billing rates, plus expenses incurred. Billing rates may be adjusted annually.

Actual fees may exceed any estimate provided. If Grassi encounters a situation where it feels that the fees may exceed any estimate provided, Grassi will discuss the same with Client.

Unless otherwise stated in the engagement letter, incurred expenses are billed through the current Technology, Security, and Administrative fee. The 2025 rate is 2.75% of invoiced fees. This fee includes out-of-pocket costs and an administrative charge to cover items such as local travel expenses, document reproduction, postage/courier, supplies, computer and technology usage, software licensing, research and library databases and similar expense items, and is subject to an annual adjustment. Extraordinary or out-of-town travel expenses, if any, shall be billed at direct cost.

Unless otherwise stated in the engagement letter, invoices will be generated as work progresses and fees are payable upon receipt of invoice. All payments made to Grassi should be mailed to 50 Jericho Quadrangle, Suite 200, Jericho, NY 11753. In the event a previously presented invoice remains unpaid, in addition to all other rights and remedies, Grassi reserves the right to suspend the Services until full payment is remitted, or alternatively, to terminate the Services. Grassi will not be responsible for the consequences of any such work stoppage.

Any disagreement or question regarding any amount due under an invoice must be communicated in writing within 30 days of the invoice date. Any concerns with the nature or quality of the Services must be communicated in writing within one year from the date of the completion of the subject Services. After such notice, the dispute resolution procedure prescribed above must be commenced within 90 days. Any claim not made within the specified period shall be deemed to be waived. Upon commencement of legal proceedings to collect any monies due from Client under this Agreement, Client agrees that an additional 25% of the sum owed shall be due and payable as and for legal fees. Either party may terminate this Agreement upon ten days' notice to the other party. In the event of termination, Client shall promptly pay for all Services and charges accrued through the date of termination irrespective of whether the Services are concluded or a report rendered.

**COMPLETE AGREEMENT.** This Agreement represents the entire agreement between Grassi and Client regarding the terms of the engagement, and supersedes all prior agreements, proposals, understandings, negotiations, promises, and notifications. The Client agrees that this engagement letter shall not be amended or modified in any respect, nor shall any provisions of the engagement letter be waived, except by an instrument in writing signed by the party against whom enforcement is sought.



**Terms & Conditions**

**SEVERABILITY.** Any term or provision of this Agreement that is invalid or unenforceable in any situation, in any jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**NON ASSIGNMENT.** The Services are performed solely for the benefit of Client and no other person or entity is intended to have any rights under, or to be able to enforce the terms of, this Agreement. Accordingly, unless otherwise agreed to in a writing signed by Grassi, the Services provided, and any work product resulting from the Services, are not intended to benefit, be used by, or relied upon by anyone other than Client.

**RELATIONSHIP OF THE PARTIES.** Grassi is an independent contractor, and neither Grassi nor its employees shall be considered for any purpose employees of Client.

**GOVERNING LAW.** This Agreement, and any disputes that may arise out of the Services, shall be governed by the laws of the State of New York, without regard to choice of law principles. Any action arising out of the Services shall be commenced in the Supreme Court of the State of New York in the County of Nassau or the County of New York, or in the United States District Court for the Southern or Eastern District of New York.