

Merger Agreement

THIS MERGER AGREEMENT ("Agreement") is made on October 17, 2024 by and between Azure Holding Group Corp, 408 Boonesville Bend, Argyle, Texas 76226, (the "\$AZRH"), and CST Drilling Fluids of 2700 S. Wilma Ave, Monahans, Texas 79756, (the "CST").

On completion of the merger, \$AZRH will be dissolved leaving CST as the surviving business which will be known as Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc. after the merger is complete. The surviving business will be registered in the state of Texas.

RECITALS

\$AZRH Dissolving Entity

\$AZRH is a C Corporation duly organized, validly existing, and in good standing under the laws of Nevada.

CST Surviving Entity

CST is a Limited Liability Corporation duly organized, validly existing, and in good standing under the laws of Texas.

Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc. Final Entity

Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc. is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, \$AZRH shall be merged with and into surviving entity under the laws of the state of Texas. As a result of the Merger, the separate corporate existence of \$AZRH shall cease and the entity shall continue as the surviving business entity Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc.

Certificate of Merger

CST shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Texas. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which \$AZRH holds real property.

Effective Date of Merger

The merger shall be effective on the date of filing of the certificate of merger.

TERMS AND CONDITIONS

Negative Covenants

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.

Further Assignments or Assurances

If at any time CST considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in CST the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of \$AZRH, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in CST, and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS

Assets of \$AZRH

The partners or managers of \$AZRH agree that:

The present value of its tangible and intangible assets, including goodwill is \$3,764,250.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Assets of CST

The partners or managers of CST agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$8,386,245.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

Conversion

(a) At the effective date of the merger, each interest in \$AZRH will be converted into 0 interest[s] of Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc..

(b) No fractional interests of Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc. after merger will be issued to the holders of interests of \$AZRH. However, holders who would otherwise be entitled to receive a fraction of an interest of Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc. on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of \$AZRH as of the effective date of the merger.

(c) Each interest of CST will be converted into 0 interest[s] of the new surviving entity (Azure Holding Group Corp (AZRH) to be renamed American Industries, Inc.) after merger.

(d) No fractional interests of CST before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of CST on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of CST as of the effective date of the merger.

Exchange

If any interest of \$AZRH being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of \$AZRH have been converted.

MANAGEMENT OF SURVIVING ENTITY

Management and Control

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 6 Directors. Disappearing entity shall be entitled to nominate 3 members of the Board of Directors of the surviving entity.

INTERPRETATION AND ENFORCEMENT

Notices

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

Applicable Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Texas.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by Josh Cohen, CEO, on behalf of Azure Holding Group Corp and by William France, CEO on behalf of CST Drilling Fluids.

Azure Holding Group Corp:

By:  5E71B85946804F1... 10/18/2024
Date:
By Josh Cohen, CEO

CST Drilling Fluids:

By:  E5A7D53EDC454C0... 10/18/2024
Date:
By William France, CEO