As filed with the Securities and Exchange Commission on June 1, 2021.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

EzFill Holdings, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**59890000**	**83-4260623**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

2125 Biscayne Blvd, #309
Miami, FL 33137
305-791-1169
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Michael McConnell
Chief Executive Officer
EzFill Holdings, Inc.
2125 Biscayne Blvd, #309
Miami, FL 33137
305-791-1169
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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(Approximate date of commencement of proposed sale to the public)
As soon as practicable after the effective date of this Registration Statement

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: [ ]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [ ]
Non-accelerated filer [X]

Accelerated filer [ ]
Smaller reporting company [X]
Emerging growth company [X]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. [X]

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price(1)**	**Amount of Registration Fee(2)**
Common Stock, par value $0.0001 per share	**$ 28,750,000**	**$ 3,136.63**
Total	**$ 28,750,000**	**$ 3,136.63**

(1) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(o) of the Securities Act of 1933, as amended. Includes shares to be sold upon exercise of the underwriters' option to purchase additional shares. See "Underwriting."

(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum offering price.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement relating to these securities filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **JUNE 1, 2021**

6,250,000 Shares
Common Stock

EzFill Holdings, Inc.

This is a firm commitment initial public offering of our common stock. No public market currently exists for our common stock. We are offering all of the shares of common stock offered by this prospectus. We expect the public offering price to be $4.00 per share.

We have applied to list our Common Stock on the Nasdaq Capital Market under the symbol "EZFL". No assurance can be given that our application will be approved. We believe that upon completion of the offering contemplated by this prospectus, we will meet the standards for listing on the Nasdaq Capital Market, however, we cannot guarantee that we will be successful in listing our common the Nasdaq Capital Market. We will not consummate this offering unless our common stock will be listed on the Nasdaq Capital Market.

We are an emerging growth company as that term is used in the Jumpstart Our Business Startups Act of 2012, and, as such, we have elected to take advantage of certain reduced public company reporting requirements for this prospectus and future filings

Investing in our securities involves a high degree of risk. You should review carefully the risks and uncertainties described under the heading "Risk Factors" beginning on page 6 of this prospectus, and under similar headings in any amendments or supplements to this prospectus. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions[(1)]	$	$
Proceeds to us, before expenses	$	$

(1) Does not include a non-accountable expense allowance equal to 1% of the gross proceeds of this offering payable to ThinkEquity, a division of Fordham Financial Management, Inc., the representative of the underwriters (the "Representative"). See "Underwriting" for a description of compensation payable to the underwriters.

We have granted a 45 day option to the Representative to purchase a maximum of 937,500 additional shares of common stock at the initial public offering price less underwriting discounts and commissions.

The underwriters expect to deliver the securities to purchasers in the offering on or about , 2021.

ThinkEquity
a division of Fordham Financial Management, Inc.

The date of this prospectus is , 2021

EzFill

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We use our registered trademark, EzFill, in this prospectus. This prospectus also includes trademarks, tradenames and service marks that are the property of other organizations. Solely for convenience, trademarks and tradenames referred to in this prospectus appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or that the applicable owner will not assert its rights, to these trademarks and tradenames.

You should rely only on the information contained in this prospectus. We have not, and the underwriter has not, authorized anyone to provide you with any information other than that contained in this prospectus or in any applicable prospectus supplement or free writing prospectus prepared by or on behalf of us to which we have referred you. We are offering to sell, and seeking offers to buy, the securities covered hereby only in jurisdictions where offers and sales are permitted. You should not assume that the information contained in this prospectus or any prospectus supplement or free writing prospectus is accurate as of any date other than the date on the front cover of those documents. Our business, financial condition, results of operations and prospects may have changed since those dates. We are not, and the underwriter is not, making an offer of these securities in any jurisdiction where the offer is not permitted.

For investors outside the United States: We have not, and the underwriter has not, taken any action that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the securities covered hereby the distribution of this prospectus outside the United States.

We further note that the representations, warranties and covenants made by us in any agreement that is incorporated by reference or filed as an exhibit to the registration statement of which this prospectus is a part were made solely for the benefit of the parties to such agreement, including, in some cases, for the purpose of allocating risk among the parties to such agreements, and should not be deemed to be a representation, warranty or covenant to you. Moreover, such representations, warranties or covenants were accurate only as of the date when made. Accordingly, such representations, warranties and covenants should not be relied on as accurately representing the current state of our affairs.

Information contained in, and that can be accessed through, our web site*www.* https://ezfillapp.com/ shall not be deemed to be part of this prospectus or incorporated herein by reference and should not be relied upon by any prospective investors for the purposes of determining whether to purchase the shares offered hereunder.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements" Forward-looking statements reflect our current view about future events. When used in this prospectus, the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan," or the negative of these terms and similar expressions, as they relate to us or our management, identify forward-looking statements. Such statements, include, but are not limited to, statements contained in this prospectus relating to our business strategy, our future operating results and liquidity and capital resources outlook. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward–looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Our actual results may differ materially from those contemplated by the forward-looking statements. They are neither statements of historical fact nor guarantees of assurance of future performance. We caution you therefore against relying on any of these forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, without limitation, our ability to raise capital to fund continuing operations; our ability to protect our intellectual property rights; the impact of any infringement actions or other litigation brought against us; competition from other providers and products; our ability to develop and commercialize products and services; changes in government regulation; our ability to complete capital raising transactions; and other factors (including the risks contained in the section of this prospectus entitled "Risk Factors") relating to our industry, our operations and results of operations. Actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus and does not contain all of the information you should consider in making your investment decision. You should read the following summary together with the more detailed information regarding us and our common stock being sold in the offering, including the risks of investing in our common stock discussed under "Risk Factors," beginning on page 6 and our historical and pro forma condensed combined financial statements and the related notes appearing elsewhere in this prospectus, before making an investment decision. For convenience, in this prospectus, unless the context suggests otherwise, the terms "we," "our," "our company," "Company" and "us" and "EzFill" refer to EzFill Holdings Inc., a Delaware corporation on a consolidated

basis with its wholly-owned subsidiary Neighborhood Fuel Holdings LLC a Nevada limited liability company, as applicable.

A 1:3.76 reverse stock split of our common stock will be effected prior to the closing of this offering. All share amounts in this prospectus have been retroactively adjusted to give effect to this reverse stock split except for the financial statements and notes thereto.

Overview

EzFill is a leading app-based mobile-fueling company in South Florida and the only company which provides fuel-delivery 'on-demand' or 'in subscription' to customers in three, high-volume verticals – CONSUMER, COMMERCIAL and SPECIALTY. We are capitalizing on the ever-increasing trend in 'at home' or 'at work' delivery of products to enable this convenience in the $500 B (according to market estimates) market segment of fueling services. We believe consumers and commerce's pain points in the time, risk and costs of fueling at stations can be resolved by our on-demand and subscription-based fuel delivery services.

Our app-based interface provides customers the ability to select the time and location of their fueling needs, whether their service request is 'on demand' or structured within routine delivery schedules based on their fuel consumption patterns. We streamline our logistics and fuel purchasing with proprietary, backend software which manages customer accounts and mobilizes our fleet of 13 delivery trucks. The Company plans to acquire additional trucks to the extent supported by business growth and available resources. We are able to achieve volume discounted truckloads of fuel at depots, with subsequent delivery of this fuel to customers at home, work or business locations using our team of trained and certified drivers. We have a strong foothold in the South Florida market and are currently the dominant player in the area with a plan to continue growing strategically in major metros and metropolitan statistical areas ("MSAs") across the continental US and beyond.

Our mission is to disrupt the gas station fueling model by providing consumers and businesses the convenience of gas fueling services brought directly to their locations. EzFill provides a safe, convenient and touch-free way for consumers to fuel their cars. For our commercial and specialty customers, at-site delivery of fuel during the down-times of their vehicles provides operators the benefit of beginning their daily operations with fully-fueled vehicles at cost-savings versus traditional fueling options.

For the year ended December 31, 2020, the Company had a net loss of $7,254,006. At December 31, 2020, the Company had an accumulated deficit of $7,956,000 and a working capital deficit of $2,536,743. For the quarter ended March 31, 2021, the Company had a net loss of $1,348,155. At March 31, 2021, the Company had an accumulated deficit of $9,304,155 and a working capital deficit of $2,735,874. The Company anticipates that it will continue to incur losses in future periods until the Company is successful in significantly increasing its revenues, if ever, particularly in light of the adverse impact of the Covid-19 pandemic on its Company's operations. We currently spend approximately $300,000-350,000 a month on our operations and we believe that with the additional capital expected from this offering, we will have enough capital to fund our operations for the foreseeable future.

Risks Associated With Our Business and This Offering

Our business is subject to numerous risks described in the section entitled "Risk Factors" and elsewhere in this prospectus. You should carefully consider these risks before making an investment. Some of these risks include, but are not limited to:

- An occurrence of an uncontrolled event such as the covid-19 pandemic, is likely to negatively affect our operations.
- Operating and litigation risks may not be covered by insurance.
- Future climate change laws and regulations and the market response to these changes may negatively impact our operations.
- High fuel prices can lead to customer conservation and attrition, resulting in reduced demand for our product.
- Low fuel prices may also result in less demand for our product.
- The concentration of sales in certain large customers could result in significantly lower future revenue
- Changes in commodity market prices may have a negative effect on our liquidity.
- The decline of the retail fuel market may impact our potential to get new customers.
- Competition in the fuel delivery industry may negatively impact our operations.
- Our auditors have issued a going concern opinion on our financial statements.

- Our current dependence on a single fuel supplier increases our risk to an interruption in fuel supply, impacting our operations.
- Our profitability is impacted by fuel pricing and inventory risk.
- Local governments may make and enforce laws and regulations that ban mobile fuel delivery.
- The Company's common stock is concentrated in a small number of shareholders.
- Future sales of shares by existing stockholders could cause the stock price to decline.
- We will have broad discretion in how we use the net proceeds of this offering. We may not use these proceeds effectively, which could affect the results of operations and cause the stock price to decline.
- Additional stock offerings in the future may dilute your percentage ownership of our company.

JOBS Act

As a company with less than $1.0 billion in revenue during our last fiscal year, we qualify as an "emerging growth company," as defined in the Jumpstart Our Business Startups Act, or the JOBS Act. Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended (or the "Securities Act"), for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.

An emerging growth company may also take advantage of reduced reporting requirements that are otherwise applicable to public companies. These provisions include, but are not limited to:

- we may present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations;
- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act;
- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these provisions until the last day of our fiscal year following the fifth anniversary of the date of the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act, which such fifth anniversary will occur in 2026. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer," our annual gross revenues exceed $1.0 billion or we issue more than $1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period.

We have elected to take advantage of certain of the reduced disclosure obligations regarding executive compensation in this prospectus and, as long as we continue to qualify as an emerging growth company, we may elect to take advantage of this and other reduced burdens in future filings. As a result, the information that we provide to

our stockholders may be different than you might receive from other public reporting companies in which you hold equity interests.

We are also a "smaller reporting company," as defined under SEC Regulation S-K. As such, we also are exempt from the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act and also are subject to less extensive disclosure requirements regarding executive compensation in our periodic reports and proxy statements. We will continue to be deemed a smaller reporting company until our public float exceeds $75 million on the last day of our second fiscal quarter in the preceding fiscal year

THE OFFERING

Issuer	EzFill Holdings, Inc.
Common stock offered by us	6,250,000 shares
Over-allotment option	We have granted a 45-day option to the representative of the underwriters to purchase a maximum of 937,500 additional shares of common stock (15% of the shares of common stock sold in this offering).
Common stock to be outstanding immediately after this offering	25,000,000 shares or 25,937,500 shares if the underwriter exercises in full its option to purchase additional shares of common stock.
Use of proceeds	We intend to use the net proceeds from this offering for general corporate purposes, including working capital. See "Use of Proceeds" on page 12.
Underwriter Warrants	We have agreed to issue the Representative warrants to purchase up to the number of shares of our common stock equal to 5% of the aggregate number of shares sold in the offering (the "Representative Warrants"). The Representative Warrants are exercisable at a per share price equal to 125% of the public offering price per share, at any time, and from time to time, in whole or in part, during the four and one-half-year period commencing six months after the effective date of the registration statement.
Risk factors	This investment involves a high degree of risk. You should read the description of risks set forth under "Risk Factors" beginning on page 6 of this prospectus for a discussion of factors to consider before deciding to purchase our securities.
Lock-up	We, certain of our existing stockholders and our directors and executive officers have agreed with the underwriters not to offer for sale, issue, sell, contract to sell, pledge or otherwise dispose of any of our common stock or securities convertible into common stock for a period of 12 months commencing on the date of this prospectus in the case of our directors and executive officers and for a period of 180 days commencing on the date of this prospectus in case of such stockholders and us. See "Underwriting" beginning on page 48.
Market	We have applied to list our common stock under the symbol EZFL. We believe that upon completion of the offering contemplated by this prospectus, we will meet the standards for listing on the Nasdaq Capital Market, however, we cannot guarantee that we will be successful in listing our common the Nasdaq Capital Market. We will not consummate this offering unless our common stock will be listed on the Nasdaq Capital Market.

The number of shares of common stock shown above to be outstanding after this offering is based on 18,750,000 shares outstanding as of May 28, 2021 and excludes as of that date (all amounts after giving effect to our proposed 1:3.76 reverse stock split):

- 918,994 shares issuable to a licensor of technology upon the achievement of future milestones
- stock options held by a licensor of technology to purchase 532,750 shares of common stock at a weighted average exercise price of $3.76 per share based on the achievement of future revenue levels
- stock options outstanding to purchase 169,595 shares of common stock at a weighted average exercise price of $1.77 per share
- warrants to purchase 106,550 shares of common stock at an exercise price of $5.00, 125% of the assumed IPO price
- 1,658,850 shares reserved for future issuance under our 2020 Equity Incentive Plan

Unless otherwise indicated, all information in this prospectus assumes no exercise by the underwriters of their option to purchase additional shares of common stock or the exercise of any Representative Warrants.

SUMMARY FINANCIAL DATA

The following summary financial data for the year ended December 31, 2020 and the period from March 28, 2019 (inception) to December 31, 2019 and the balance sheet data as of December 31, 2020 and December 31, 2019 are derived from our audited financial statements included elsewhere in this prospectus. The summary financial data as of March 31, 2021 for the three months ended March 31, 2021 and 2020 have been derived from unaudited financial statements included elsewhere in this prospectus. You should read this data together with our financial statements and related notes included elsewhere in this prospectus and the information under the captions "Selected Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our historical results are not necessarily indicative of our future results.

Statements of Operations Data

	For the three months ended March 31, 2021	For the three months ended March 31, 2020	For the year ended December 31, 2020	For the period from March 28, 2019 through December 31, 2019
Revenue	$ 1,521,819	$ 695,567	$ 3,586,244	$ 1,221,285

Loss before income taxes	$ (1,348,155)	$ (382,886)	$ (7,254,006)	$ (701,994)
Net loss	$ (1,348,155)	$ (382,886)	$ (7,254,006)	$ (701,994)
Net loss per share	$ (0.02)	$ (0.01)	$ (0.19)	$ (0.02)
Proforma net loss per share	$ (0.04)	$ (0.03)	$ (0.18)	$ (0.05)
Weighted average number of shares	65,290,896	33,002,649	38,108,425	29,803,362
Proforma weighted average number of shares	17,392,354	8,791,329	10,151,418	7,939,095
Adjusted EBITDA, non-GAAP	$ (699,605)	$ (277,742)	$ (1,856,427)	$ (416,271)

Pro forma per share data gives effect to the 1:3.76 reverse stock split to be consummated after the effective date of the registration statement of which this prospectus is a part and prior to the consummation of this offering. Pro forma net loss per share consists of net loss divided by the pro forma basic and diluted weighted average number of shares used in computing net loss per share.

Non-GAAP Financial Measures

Adjusted EBITDA is a non-GAAP financial measure which we use in our financial performance analyses. This measure should not be considered a substitute for GAAP-basis measures nor should it be viewed as a substitute for operating results determined in accordance with GAAP. We believe that the presentation of Adjusted EBITDA, a non-GAAP financial measure that excludes the impact of net interest expense, taxes, depreciation, amortization and stock compensation expense, provides useful supplemental information that is essential to a proper understanding of our financial results. Non-GAAP measures are not formally defined by GAAP, and other entities may use calculation methods that differ from ours for the purposes of calculating Adjusted EBITDA. As a complement to GAAP financial measures, we believe that Adjusted EBITDA assists investors who follow the practice of some investment analysts who adjust GAAP financial measures to exclude items that may obscure underlying performance and distort comparability.

The following is a reconciliation of net loss to the non-GAAP financial measure referred to in this prospectus as Adjusted EBITDA for the years ended December 31, 2019 and 2020 and for the three months ended March 31, 2020 and 2021:

	For the three months ended March 31, 2021	For the three months ended March 31, 2020	For the year ended December 31, 2020	For the period from March 28, 2019 through December 31, 2019
	(unaudited)	(unaudited)		
Net loss	$ (1,348,155)	$ (382,886)	$ (7,254,006)	$ (701,994)
Depreciation and amortization	118,744	87,071	451,533	165,230
Interest expense	112,344	18,073	321,338	63,292
Stock compensation	417,462	-	4,624,708	57,201
Adjusted EBITDA	$ (699,605)	$ (277,742)	$ (1,856,427)	$ (416,271)

Balance Sheet Data

	As of March 31, 2021	As of March 31, 2021 (Proforma)
		(unaudited)
Cash	$ 230,826	$ 22,596,729
Total assets	$ 2,183,357	$ 24,549,260
Total liabilities	$ 3,965,794	$ 3,965,794
Total stockholders' equity (deficit)	$ (1,782,437)	$ 20,583,466

Proforma gives effect to the sale of shares in this offering at an assumed price of $4.00 per share, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

RISK FACTORS

Any investment in our securities involves a high degree of risk. You should carefully consider the risks described below as well as other information provided to you in this document, including information in the section of this document entitled "Information Regarding Forward Looking Statements." If any of the following risks actually occur, the Company's business, financial condition or results of operations could be materially adversely affected, the value of the Company's Common Stock could decline, and you may lose all or part of your investment.

Our business, financial condition or operating results could be materially adversely affected by any of these risks. In such case, the trading price of our common stock could decline, and our stockholders may lose all or part of their investment in our securities.

Risks Related to Our Business

An occurrence of an uncontrolled event such as the covid-19 pandemic, is likely to negatively affect our operations

The coronavirus pandemic may adversely impact our operations, demand for our products and services by our current customers, our ability to find new clients, and our revenues. This is due in part to restrictions such as: social distancing requirements; stay at home orders and the shutdown of non-essential businesses and the impact these restrictions have on peoples' and companies' driving habits and their need for gasoline for their personal cars, fleets, and boats. Therefore, our current customers may not need our services as often and we may have trouble attracting new customers. If our customers need less gas and we have trouble finding new customers, this may negatively impact our operations and revenues. Due to various restrictions resulting from the Covid-19 and people continuing to work from home even after the restrictions have been lifted, the Company has not had the number of car fuels at office parks compared to prior periods. The reduced number of office park fuels has been partially offset by increased sales to

large delivery service fleets. However, the margins on sales to large delivery service fleets are lower than the margins on individual customer deliveries at office parks. The Company anticipates that post-COVID-19 its customer base will normalize again. This event has had a significant impact on the business. In addition to the loss of office park customers, the Company has also experienced, from time to time, staff absences because of staff quarantine. This has not had a significant impact.

Operating and litigation risks may not be covered by insurance.

Our operations are subject to all of the operating hazards and risks normally incidental to handling, storing, transporting and otherwise providing combustible liquids such as gasoline for use by consumers. These risks could result in substantial losses due to personal injury and/or loss of life, and severe damage to and destruction of property and equipment arising from explosions and other catastrophic events, including acts of terrorism. Additionally, environmental contamination could result in future legal proceedings. There can be no assurance that our insurance coverage will be adequate to protect us from all material expenses related to pending and future claims or that such levels of insurance would be available in the future at economical prices. Moreover, defense and settlement costs may be substantial, even with respect to claims and investigations that have no merit. If we cannot resolve these matters favorably, our business, financial condition, results of operations and future prospects may be materially adversely affected.

Future climate change laws and regulations and the market response to these changes may negatively impact our operations.

Increased regulation of GHG emissions, such as petroleum and diesel, could impose significant additional costs on us, our suppliers and our customers. Some states have adopted laws and regulations regulating the emission of GHGs for some industry sectors. mandatory reporting by our customers and suppliers could have an effect on our operations or financial condition.

The adoption of additional federal or state climate change legislation or regulatory programs to reduce emissions of GHGs could also require the Company or its suppliers to incur increased capital and operating costs, with resulting impact on product price and demand. The impact of new legislation and regulations will depend on a number of factors, including (i) which industry sectors would be impacted, (ii) the timing of required compliance, (iii) the overall GHG emissions cap level, (iv) the allocation of emission allowances to specific sources, and (v) the costs and opportunities associated with compliance. At this time, we cannot predict the effect that climate change regulation may have on our business, financial condition or operations in the future.

Our auditors have issued a going concern opinion on our audited financial statements. If we are unable to continue as a going concern, our securities will have little or no value.

Although our audited financial statements for the year ended December 31, 2020 were prepared under the assumption that we would continue our operations as a going concern, the report of our independent registered public accounting firm that accompanies our financial statements for the year ended December 31, 2020 contains a going concern qualification in which such firm expressed substantial doubt about our ability to continue as a going concern, based on the financial statements at that time. For the year ended December 31, 2020, the Company had a net loss of $7,254,006. For the quarter ended March 31, 2021, The Company had a net loss of $1,348,155. At December 31, 2020, the Company had an accumulated deficit of $7,956,000 and a working capital deficit of $2,459,829 and at March 31, 2021, the Company had an accumulated deficit of $9,304,155 and a working capital deficit of $2,735,874. We anticipate that we will continue to incur losses in future periods until we are successful in significantly increasing our revenues, particularly in light of the adverse impact of the Covid-19 pandemic on our operations. There are no assurances that we will be able to raise our revenues to a level which supports profitable operations and provides sufficient funds to pay its obligations. Our prior losses and expected future losses have had, and will continue to have, an adverse effect on our financial condition. In addition, continued operations and our ability to continue as a going concern may be dependent on our ability to obtain additional financing in the near future and thereafter, and there are no assurances that such financing will be available to us at all or will be available in sufficient amounts or on reasonable terms. Our financial statements do not include any adjustments that may result from the outcome of this uncertainty. If we are unable to generate additional funds in the future through sales of our products, financings or from other sources or transactions, we will exhaust our resources and will be unable to continue operations. At the present time, the amount of capital the Company has available at its disposal will last no longer than one year if substantial debt or equity financing is not achieved. We believe that the proceeds from this offering will be sufficient to fund our operations for significantly more than the next year. If we cannot continue as a going concern, our shareholders would likely lose most or all of their investment in us.

If we are unable to protect our information technology systems against service interruption, misappropriation of data, or breaches of security resulting from cyber security attacks or other events, or we encounter other unforeseen difficulties in the operation of our information technology systems, our operations could be disrupted, our business and reputation may suffer, and our internal controls could be adversely affected.

In the ordinary course of business, we rely on information technology systems, including the Internet and third-party hosted services, to support a variety of business processes and activities and to store sensitive data, including (i) intellectual property, (ii) our proprietary business information and that of our suppliers and business partners, (iii) personally identifiable information of our customers and employees, and (iv) data with respect to invoicing and the collection of payments, accounting, procurement, and supply chain activities. In addition, we rely on our information technology systems to process financial information and results of operations for internal reporting purposes and to comply with financial reporting, legal, and tax requirements. Despite our security measures, our information technology systems may be vulnerable to attacks by hackers or breached due to employee error, malfeasance, sabotage, or other disruptions. A loss of our information technology systems, or temporary interruptions in the operation of our information technology systems, misappropriation of data, or breaches of security could have a material adverse effect on our business, financial condition, results of operations, and reputation.

Moreover, the efficient execution of our business is dependent upon the proper functioning of our internal systems. Any significant failure or malfunction of this information technology system may result in disruptions of our operations. Our results of operations could be adversely affected if we encounter unforeseen problems with respect to the operation of this system.

High fuel prices can lead to customer conservation and attrition, resulting in reduced demand for our product.

Prices for fuel are subject to volatile fluctuations in response to changes in supply and other market conditions. During periods of high fuel costs our prices generally increase. High prices can lead to customer conservation and attrition, resulting in reduced demand for our product.

Low fuel prices may also result in less demand for our product.

Low fuel prices may lead to us being unable to attract customers due to the fact that we charge a delivery price that may make our pricing less competitive.

Changes in commodity market prices may have a negative effect on our liquidity.

Our current fuel supplier agreement sets terms and establishes formulas based on Oil Price Information Service (OPIS) pricing as of the time of wholesale acquisition, and we do not store inventory. OPIS is a leading source for worldwide petroleum pricing. There is a mark-up for retail fuel prices above wholesale cost, per standard practice in the retail fuel distribution model. Cost of goods sold includes direct labor, including drivers. The December 31, 2020, financial statements reflect higher revenue and positive gross margin. As the company continues to grow revenue, the margin is expected to increase as driver utilization improves.

The decline of the retail fuel market may impact our potential to get new customers.

The retail gasoline industry has been declining over the past several years, with no or modest growth or decline in total demand foreseen in the next several years. Accordingly, we expect that year-to-year industry volumes will be principally affected by weather patterns. Therefore, our ability to grow within the industry is dependent on our ability to acquire other retail distributors and to achieve internal growth, which includes the success of our sales and marketing programs designed to attract and retain customers. Any failure to retain and grow our customer base would have an adverse effect on our results.

Competition in the fuel delivery industry may negatively impact our operations.

We compete with other mobile fuel delivery companies nationwide. There is little to no barrier to entry and therefore, our competition in the industry may grow. Our ability to compete in our current markets and expand to new markets may be negatively impacted by our competitors' successes. Additionally, fuel competes with other sources of energy, some of which are less costly on an equivalent energy basis. In addition, we cannot predict the effect that the development of alternative energy sources might have on our operations. We compete for customers against suppliers of electricity. Electricity is becoming a competitor of fuel. The convenience and efficiency of electricity make it an attractive energy source for vehicle drivers. The expansion of the electric vehicle industry may have a negative impact on our customer base.

Our trucks transport hazardous flammable fuel.

Due to the hazardous nature and flammability of our product, we face the risk of a simple accident causing serious damage to life and property. Additionally, a spill of our product may result in environmental damage, the liability for which our Company may not be able to overcome.

Our cash flow and net income may decrease if we are forced to comply with new governmental regulation surrounding the transportation of fuel.

We are subject to various federal, state and local safety, health, transportation, and environmental laws and regulations governing the storage, distribution and transportation of fuel. It is possible we will incur increased costs as a result of complying with new safety, health, transportation and environmental regulations and such costs will reduce our net income. It is also possible that material environmental liabilities will be incurred, including those relating to claims for damages to property and persons.

Our current dependence on a single fuel supplier increases our risk of an interruption in fuel supply, impacting our operations.

During 2019, 2020 and the first quarter of 2021 (and we expect to continue to purchase from a singular source into 2021), the Company purchased almost all of its fuel needs from one principal supplier in Florida, MacMillan Oil Company, LLC. We do not have a written agreement with MacMillan, and as such, if fuel from this source was interrupted, the cost of procuring replacement fuel and transporting that fuel from alternative locations might be materially higher and, at least on a short-term basis, our earnings could be negatively affected. This supplier is also a shareholder in the Company.

Our profitability is subject to fuel pricing and inventory risk.

The retail fuel business is a "margin-based" business in which gross profits are dependent upon the excess of the sales price over the fuel supply costs. Fuel is a commodity, and, as such, its unit price is subject to volatile fluctuations in response to changes in supply or other market conditions. We have no control over supplies, commodity prices or market conditions. Consequently, the unit price of the fuel that we and other marketers purchase can change rapidly over a short period of time, including daily.

We are dependent on certain large customers for a significant portion of our revenue

For the three months ended March 31, 2021, the Company had one customer that made up 55% of revenue. For the year ended December 31, 2020, the Company had two customers that made up 38% and 11% of revenue, respectively.

The loss of a significant customer could have a material negative impact on our future revenues.

Local governments may make and enforce laws and regulations that ban retail fuel delivery.

At any time, local governments in the areas which we operate can pass laws, rules, or regulations which ban retail fuel delivery. If this happens, we could lose the ability to service those areas and our earnings could be affected.

Risks Related to Ownership of Our Common Stock

Our stock price is expected to fluctuate significantly.

Prior to this offering, you could not buy or sell our common stock publicly. We have applied to list our common stock on the Nasdaq Capital Market; however, there can be no assurance given that our application will be approved or that an active trading market for our shares will develop or be sustained following this offering. We negotiated and determined the initial public offering price with the underwriters based on several factors. This price may vary from the market price of our common stock after this offering. You may be unable to sell your shares of common stock at or above the initial offering price. The market price of shares of our common stock could be subject to wide fluctuations in response to many risk factors listed in this section, and others beyond our control, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- actual or anticipated changes in our growth rate relative to our competitors;
- competition from existing companies in the space or new competitors that may emerge;
- issuance of new or updated research or reports by securities analysts;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- share price and volume fluctuations attributable to inconsistent trading volume levels of our shares;
- additions or departures of key management or technology personnel;
- disputes or other developments related to proprietary rights, including patents, litigation matters, and our ability to obtain patent protection for our technologies;

- changes to reimbursement levels by commercial third-party payors and government payors and any announcements relating to reimbursement levels;
- announcement or expectation of additional debt or equity financing efforts;
- sales of our common stock by us, our insiders or our other stockholders; and
- general economic and market conditions.

These and other market and industry factors may cause the market price and demand for our common stock to fluctuate substantially, regardless of our actual operating performance, which may limit or prevent investors from readily selling their shares of common stock and may otherwise negatively affect the liquidity of our common stock. In addition, the stock market in general has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of companies.

The majority of the Company's common stock is held by a small number of shareholders.

Two beneficial owners control approximately 72% of our outstanding common stock. Accordingly, shareholders may have no effective voice in the management of the Company.

Future sales of shares by existing stockholders could cause our stock price to decline.

If our existing stockholders sell, or indicate an intent to sell, substantial amounts of our common stock in the public market after the six month contractual lock-up and other legal restrictions on resale discussed in this prospectus lapse, the trading price of our common stock could decline significantly and could decline below the initial public offering price. Based on shares outstanding as of the date of this prospectus, upon the completion of this offering, we will have 25,000,000 outstanding shares of common stock. Of these shares, assuming no shares are purchased in this offering by our existing stockholders, 6,250,000 shares of common stock, plus any shares sold pursuant to the underwriters' option to purchase additional shares, will be immediately freely tradable, without restriction, in the public market.

After the six or twelve month lock-up agreements pertaining to this offering expire, as the case may be, and based on shares outstanding as of the date of the prospectus, an additional [ ] shares will be eligible for sale in the public market. In addition, upon issuance, the 1,658,850 shares reserved for future issuance under our Equity Incentive Plan will become eligible for sale in the public market in the future, subject to certain legal and contractual limitations. If our existing stockholders sell substantial amounts of our common stock in the public market, or if the public perceives that such sales could occur, this could have an adverse impact on the market price of our common stock, even if there is no relationship between such sales and the performance of our business.

Our Amended and Restated Certificate of Incorporation includes an exclusive forum provision that identifies the Court of Chancery of the State of Delaware as the exclusive forum for certain litigation, including any derivative actions, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us, our directors, officers or employees.

Our Amended and Restated Certificate of Incorporation provides that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company; (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders; (iii) any action asserting a claim against the Company arising pursuant to any provision of the General Corporation Law of Delaware, the Amended and Restated Certificate of Incorporation or the Bylaws of the Company; or (iv) any action asserting a claim against the Company governed by the internal affairs doctrine. To the extent that any such claims may be based upon federal law claims, Section 27 of the Securities Exchange Act of 1934, as amended, creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Furthermore, Section 22 of the Securities Act of 1933, as amended, provides for concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder, and as such, the exclusive jurisdiction clauses of our Amended and Restated Certificate of Incorporation would not apply to such suits. The choice of forum provisions in our Amended and Restated Certificate of Incorporation may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. By agreeing to these provisions, however, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation and bylaws has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. If a court were to find the choice of forum provisions in our Amended and Restated Certificate of Incorporation" to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

We will have broad discretion in how we use the net proceeds of this offering. We may not use these proceeds effectively, which could affect our results of operations and cause our stock price to decline.

We will have considerable discretion in the application of the net proceeds of this offering, including for any of the purposes described in the section entitled "Use of Proceeds." We intend to use the net proceeds from this offering for expansion of the business as well as for working capital, capital expenditures and other general corporate purposes, including funding the costs of operating as a public company. As a result, investors will be relying upon management's judgment with only limited information about our specific intentions for the use of the net proceeds of this offering. We may use the net proceeds for purposes that do not yield a significant return or any return at all for our stockholders. In addition, pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

After the completion of this offering, we may be at an increased risk of securities class action litigation.

Historically, securities class action litigation has often been brought against a company following a decline in the market price of its securities. If we were to be sued, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

We have never paid dividends on our capital stock and we do not anticipate paying any dividends in the foreseeable future. Consequently, any gains from an investment in our common stock will likely depend on whether the price of our common stock increases.

We have not paid dividends on any of our classes of capital stock to date and we currently intend to retain our future earnings, if any, to fund the development and growth of our business. In addition, the terms of any future indebtedness we may incur could preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain from an investment in our common stock for the foreseeable future. Consequently, in the foreseeable future, you will likely only experience a gain from your investment in our common stock if the price of our common stock increases.

Failure to maintain effective internal control over our financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley Act") could cause our financial reports to be inaccurate.

We are required pursuant to Section 404 of the Sarbanes-Oxley Act to maintain internal control over financial reporting and to assess and report on the effectiveness of those controls. This assessment includes disclosure of any material weaknesses identified by our management in our internal control over financial reporting. Although we prepare

our financial statements in accordance with accounting principles generally accepted in the United States, our internal accounting controls may not meet all standards applicable to companies with publicly traded securities. If we fail to implement any required improvements to our disclosure controls and procedures, we may be obligated to report control deficiencies and our independent registered public accounting firm may not be able to certify the effectiveness of our internal controls over financial reporting. In either case, we could become subject to regulatory sanction or investigation. Further, these outcomes could damage investor confidence in the accuracy and reliability of our financial statements.

Our management has concluded that our internal controls over financial reporting were, and continue to be, ineffective, and as of March 31, 2021, identified a material weakness in our internal controls due to the small size of our company and our limited accounting staff. While management is working to remediate the material weakness, there is no assurance that such changes, when economically feasible and sustainable, will remediate the identified material weaknesses or that the controls will prevent or detect future material weaknesses. If we are not able to maintain effective internal control over financial reporting, our financial statements, including related disclosures, may be inaccurate, which could have a material adverse effect on our business.

Investors in this offering will pay a higher price than the book value of our common stock.

If you purchase our common stock in this offering, you will pay more for your shares than the amounts paid by our existing stockholder for its shares. You will incur immediate and substantial dilution of $2.95 per share, representing the difference between our pro forma net tangible book value per share after giving effect to this offering and the initial public offering price of $4.00 per share. In the past, we issued restricted stock at prices significantly below the initial public offering price.

If equity research analysts do not publish research or reports about our business or if they issue unfavorable commentary or downgrade our common stock, the price of our common stock could decline.

The trading market for our common stock may be affected by the research and reports that equity research analysts publish about us and our business. We do not control these analysts. The price of our common stock could decline if one or more equity analysts downgrade our common stock or if analysts issue other unfavorable commentary or cease publishing reports about us or our business.

We have elected to take advantage of specified reduced disclosure requirements applicable to an "emerging growth company" under the JOBS Act, the information that we provide to stockholders may be different than they might receive from other public companies.

As a company with less than $1 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" under the JOBS Act. As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable generally to public companies. These provisions include:

- only two years of audited financial statements in addition to any required unaudited interim financial statements with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- reduced disclosure about our executive compensation arrangements;
- no non-binding advisory votes on executive compensation or golden parachute arrangements;
- exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting and delaying the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies.

We have elected to take advantage of the above-referenced exemptions and we may take advantage of these exemptions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than $1 billion in annual revenues, we have more than $700 million in market value of our stock held by non-affiliates, or we issue more than $1 billion of non-convertible debt over a three-year period. We may choose to take advantage of some but not all of these reduced burdens. We have not taken advantage of any of these reduced reporting burdens in this prospectus, although we may choose to do so in future filings. If we do, the information that we provide stockholders may be different than you might get from other public companies that comply with public company effective dates.

Additional stock offerings in the future may dilute your percentage ownership of our company.

Given our plans and expectations that we may need additional capital and personnel, we may need to issue additional shares of common stock or securities convertible or exercisable for shares of common stock, including convertible preferred stock, convertible notes, stock options or warrants. The issuance of additional securities in the future will dilute the percentage ownership of then current stockholders.

USE OF PROCEEDS

We estimate that the net proceeds of this offering will be approximately $22.4 million, from the sale of our securities in this offering (or $25.8 million if the underwriter exercises in full its over-allotment option) after deducting the underwriting discounts and commission and estimated offering expenses payable by us. The public offering price per share was negotiated between us and the underwriter based on market conditions at the time of pricing.

We intend to use the net proceeds received from this offering to fund our development activities, such as expansion into new markets, purchasing new trucks, expanding our workforce and for working capital and other general corporate purposes, as follows:

MARKET SHARE GAIN. Approximately 15-20% for trucks, marketing, and increase in workforce.

NATIONAL EXPANSION. Approximately 30-40% for expansion, including acquisition.

TECHNOLOGY. Approximately 5-10% for technology infrastructure.

DEBT RESTRUCTURING. Approximately 5-10% for retiring and restructuring debt.

WORKING CAPITAL. The remainder for working capital and other general corporate purposes.

We have not yet determined the amount of net proceeds to be used specifically for any of the foregoing purposes. Accordingly, we will retain broad discretion over the use of these proceeds. Pending any use as described above, we intend to invest the net proceeds in high-quality, short-term, interest-bearing securities.

DILUTION

If you invest in our common stock in this offering, your interest will be diluted to the extent of the difference between the assumed $4.00 public offering price per share of our common stock and the pro forma net tangible book value per share of our common stock immediately after this offering.

The net tangible book value (negative) of our common stock as of March 31, 2021 was ($2,683,011), or ($0.04) per share of common stock. Net tangible book value per share represents our total tangible assets less our total liabilities, divided by the number of outstanding shares of common stock.

Net tangible book value dilution per share to new investors represents the difference between the amount per share paid by purchasers of common stock in this offering and the pro forma net tangible book value per share of our common stock immediately after the completion of this offering. After giving effect to our sale of 6,250,000 shares in this offering at an assumed initial public offering price of $4.00 per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses, and with a reverse stock split of 1:3.76, our pro forma net tangible book value as of March 31, 2021 would have been $1.13 per share. This represents an immediate dilution in net tangible book value of $2.95 per share to purchasers of common stock in this offering, as illustrated in the following table:

Assumed initial public offering price per share		$ 4.00
Net tangible book value per share as of March 31, 2020	$ (0.14)	
Increase in net tangible book value per share attributable to new investors	1.19	
Pro forma net tangible book value per share at March 31, 2020 after giving effect to the offering		$ 1.05
Dilution per share to new investors		$ 2.95

If the underwriters exercise their option to purchase additional shares in full, pro forma net tangible book value as of March 31, 2021 would increase to $23,114,142 or $1.23 per share, and dilution would be $2.77 per share.

The following table summarizes, on a pro forma basis as of March 31, 2020, the differences between the number of shares of common stock purchased from us, the total consideration and the average price per share paid by existing stockholder and by investors participating in this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses, at an assumed initial public offering price of $4.00 per share.

	Shares Purchased		Total Consideration		Avg price per
	Number	Percent	Amount	Percent	share
Existing stockholder	18,750,000	75.0%	$ 2,634,566	9.5%	$ 0.14
New investors	6,250,000	25.0%	$ 25,000,000	90.5%	$ 4.00
Total	25,000,000	100.0%	$ 27,634,566	100.0%	$ 1.11

The table above assumes no exercise of the underwriters' over-allotment option. If the underwriters' over-allotment option is exercised in full, the number of shares of common stock held by existing stockholders will be reduced to 72.3% of the total number of shares of common stock to be outstanding after this offering, and the number of shares of common stock held by investors participating in this offering will be further increased to 27.7% of the total number of shares of common stock to be outstanding after this offering.

The above discussion and tables are based on 18,750,000 shares of common stock issued and outstanding as of March 31, 2021, and excludes:

- 918,994 shares issuable to a licensor of technology upon the achievement of future milestones
- stock options held by a licensor of technology to purchase 532,750 shares of common stock at a weighted average exercise price of $3.76 per share based on the achievement of future revenue levels
- stock options outstanding to purchase 169,595 shares of common stock at a weighted average exercise price of $1.77 per share
- warrants to purchase 106,550 shares of common stock at an exercise price of $5.00, 125% of the assumed IPO price
- 1,658,850 shares reserved for future issuance under our 2020 Equity Incentive Plan

To the extent that shares are issued upon achievement of milestones, outstanding options and warrants are exercised, or shares are issued under our equity incentive plan, you will experience further dilution. In addition, we may choose to raise additional capital due to market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. To the extent that additional capital is raised through the sale of equity or convertible debt securities, the issuance of these securities may result in further dilution to our stockholders.

CAPITALIZATION

The following table sets forth our cash, cash equivalents and capitalization as of March 31, 2021:

- on an actual basis; and
- on a pro forma basis to give effect to (i) our sale in this offering of 6,250,000 shares of common stock at an assumed initial public offering price of $4.00 per share, after deducting the underwriting discounts and commissions and estimated offering expenses payable by us and (ii) a reverse stock split of 1:3.76. .

You should read the following table together with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Capital Stock," and the financial statements and related notes appearing elsewhere in this prospectus.

	Actual[(1)]	Pro Forma (Unaudited)
Cash and Cash Equivalents	$ 230,826	$ 22,596,729
Total debt	$ 1,872,467	$ 1,872,467
Stockholders (deficit) equity:		
Common Stock, $0.0001 par value per share, 50,000,000 shares authorized	$ 6,572	$ 2,500
Additional Paid-in Capital	$ 7,515,146	$ 29,885,121
Accumulated deficit	$ (9,304,155)	$ (9,304,155)
Total Stockholders' Equity	$ (1,782,437)	$ 20,583,466
Total Capitalization	$ 90,030	$ 22,455,933

The information above is illustrative only and our capitalization following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing and excludes:

- 918,994 shares issuable to a licensor of technology upon the achievement of future milestones
- stock options held by a licensor of technology to purchase 532,750 shares of common stock at a weighted average exercise price of $3.76 per share based on the achievement of future revenue levels
- stock options outstanding to purchase 169,595 shares of common stock at a weighted average exercise price of $1.77 per share
- warrants to purchase 106,550 shares of common stock at an exercise price of $5.00, 125% of the assumed IPO price
- 1,658,850 shares reserved for future issuance under our 2020 Equity Incentive Plan

A $1.00 increase (decrease) in the assumed initial public offering price of $4.00 per share shown on the cover page of this prospectus, would increase (decrease) the amount of cash and cash equivalents, additional paid-in capital, total stockholders' equity (deficit) and total capitalization on a pro forma basis by approximately $5.7 million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, each increase (decrease) of one million shares offered by us would increase (decrease) cash and cash equivalents, total stockholders' equity (deficit) and total capitalization on a pro forma basis by approximately $3.7 million, assuming the assumed initial public offering price remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis summarizes the significant factors affecting the consolidated operating results, financial condition, liquidity and cash flows of our Company as of and for the periods presented below. The following discussion and analysis should be read in conjunction with our consolidated financial statements and the related notes thereto included elsewhere in this prospectus. The discussion contains forward-looking statements that are based on the beliefs of management, as well as assumptions made by, and information currently available to, our management. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed below and elsewhere in this prospectus, particularly in the sections titled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements".

Overview

We were incorporated under the laws of Delaware in March 2019. We are in the business of operating mobile fueling trucks, and headquartered in Miami, Florida. With the continuing adoption of digital on-demand consumer services, EzFill is giving its customers the ability to have fuel delivered to their vehicles (cars, boats, trucks, and specialty items) without leaving their home or office, in three distinct verticals: (i) consumer; (ii) commercial; and (iii) specialty.

Our mobile fueling solution gives our customers the ability to fuel their vehicles with the touch of an app, and without the inconvenience of going to the gas station.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires our management to make assumptions, estimates and judgments that affect the amounts reported in the financial statements, including the notes thereto, and related disclosures of commitments and contingencies, if any. We consider our critical accounting policies to be those that require the more significant judgments and estimates in the preparation of financial statements, including the following:

Revenue Recognition

Fuel Sale Revenue

Our business consists of mobile sale of gasoline to customers. We sell gasoline and diesel fuel through three verticals: (i) Consumer, (ii) Commercial, and (iii) Specialty. Sales are originated via our mobile application and our corporate sales team. We offer a convenient delivery service, which generates delivery fee revenue.

We recognize revenue when we satisfy a performance obligation by completing the fueling of our customers car, truck, boat, or generator. The prices of filling the vehicle or other asset are stated on our mobile application or in the contract we sign with our customers and are set by location volume and fuel type. The prices are agreed upon with our customer prior to delivery. We recognize revenue at the agreed-upon price stated on the mobile application, or in the contract. We are not required to collect sales taxes from customers on behalf of governmental authorities at the time of sale.

Delivery Fee Revenue

We charge our residential customers a delivery fee. Those customers have the option of paying a monthly subscription fee instead, which will continue to be charged monthly to the customer until cancelled. The monthly subscription fee allows residential customers to receive unlimited deliveries of fuel for the entire month without a delivery fee.

The delivery fees are agreed upon with the customer prior to delivery. We satisfy our performance obligation for delivery fees upon delivery to the customer. We recognize revenue at the agreed-upon price stated on our mobile application.

Accounts Receivable

The Company's management performs ongoing credit evaluations of our customers and adjusts credit limits based upon payment history and the customer's current creditworthiness, as determined by our review of their current credit information. Management continuously monitors collections and payments from its customers and maintain an allowance for estimated credit losses based upon our historical experience and any specific customer collection issues that were identified. If the actual uncollected amounts significantly exceed the estimated allowance, the Company's operating results would be significantly adversely affected. While such credit losses have historically been within management's expectations and the provisions established, the Company cannot guarantee that it will continue to experience the same credit loss rates that it has in the past.

Inventory

Inventory consists solely of fuel. Current demand is fairly constant and we do not hold significant inventories for more than 24 hours. Inventory write-offs due to loss or

contamination may occur. Our assumptions of long-term product demand are inherently uncertain, and changes in our estimates and assumptions may cause us to hold inventories for longer periods in the future.

Inventory is valued at the lower of the inventory's cost or market using the first-in, first-out method. Management compares the cost of inventory with its net realizable value and an allowance is made to write down inventory to net realizable value, if lower. At December 31, 2020 and 2019, the allowance was $0 in the consolidated financial statements. While the Company has not experienced any inventory loses to date, the Company cannot guarantee that it will continue to experience the same loss rates that it has in the past.

Long-Lived Assets

Long-lived assets, which include property, equipment, goodwill and identifiable intangible assets, are reviewed for impairment whenever events or changes in business circumstances indicate impairment may exist. If the Company determines that the carrying value of a long-lived asset may not be recoverable, a permanent impairment charge is recorded for the amount by which the carrying value of the long-lived asset exceeds its estimated fair value. The Company's management reviews for possible goodwill impairment at least annually, in the fourth quarter. If an initial assessment indicates it is more likely than not an impairment may exist, it is evaluated by comparing the unit's estimated fair value to its carrying value. Fair value is generally estimated using an income approach that discounts estimated future cash flows using discount rates judged by management to be commensurate with the applicable risk. Estimates of future sales, operating results, cash flows and discount rates are subject to changes in the economic environment, including such factors as the general level of market interest rates, expected equity market returns and the volatility of markets served, particularly when recessionary economic circumstances continue for an extended period of time. Management believes the estimates of future cash flows and fair values are reasonable; however, changes in estimates due to variance from assumptions could materially affect the evaluations.

Stock Based Compensation

The Company periodically issues stock, stock options and warrants to employees and non-employees in non-capital raising transactions for services and in connection with financings. The Company accounts for equity grants to employees and non-employees based on the authoritative guidance provided by FASB.

Convertible Debt

The Company considers guidance within ASC 470-20, *Debt* (ASC 470), ASC 480, and ASC 815 when accounting for the issuance of convertible debt with detachable warrants. The Company classifies stock warrants as either equity instruments, derivative liabilities, or liabilities depending on the specific terms of the warrant agreement. In circumstances in which debt is issued with liability-classified warrants, the proceeds from the issuance of convertible debt are first allocated to the warrants at their full estimated fair value and established as both a liability and a debt discount. The remaining proceeds, as further reduced by discounts created by the bifurcation of embedded derivatives and a beneficial conversion feature, is allocated to the debt. The Company accounts for debt as liabilities measured at amortized cost and amortizes the resulting debt discount from the allocation of proceeds to interest expense using the effective interest method over the expected term of the debt instrument pursuant to ASC 835, *Interest* (ASC 835). If the amount allocated to the convertible debt results in an effective per share conversion price less than the fair value of the Company's common stock on the commitment date, the intrinsic value of this beneficial conversion feature is recorded as a discount to the convertible debt with a corresponding increase to additional paid-in capital. The beneficial conversion feature discount is equal to the difference between the effective conversion price and the fair value of the Company's common stock at the commitment date, unless limited by the remaining proceeds allocated to the debt.

Results of Operations

Three months ended March 31, 2021 compared to the three months ended March 31, 2020

Revenues

We generated revenues of $1,521,819 for the three months ended March 31, 2021 compared to $695,567 for the three months ended March 31, 2020, an increase of $826,252 or 119%. This increase is primarily due to a large fleet contract obtained in 2020 and the acquisition made in February 2020, more than offsetting the loss of business in 2020 during the pandemic due to the closing of office parks.

Cost of goods sold was $1,394,396 for the three months ended March 31, 2021, resulting in a gross profit of $127,423, compared to $719,600 and a gross loss of $24,033 for the prior year. The $674,796 or 94% increase in cost of goods sold is due to the higher revenues.

Operating Expenses

We incurred salaries, payroll taxes and benefit expenses of $663,335 during the three months ended March 31, 2021, as compared to $91,207 during the prior year, an increase of $572,128 or 627%. This increase was primarily due to an increase in employees during 2020 and in the first quarter of 2021 as the Company builds a solid platform for national expansion as well as stock-based signing bonuses.

We incurred professional, legal and consulting fees of $265,564 during the three months ended March 31, 2021, as compared to $31,607 during the prior year, an increase of $233,957 or 740%. This increase was primarily due to increased spending on IT and other consultants.

We incurred other operating expenses of $315,591 during the three months ended March 31, 2020, as compared to $130,895 during the prior year, an increase of $184,696 or 141%. This increase was primarily due to stock-based compensation for promotional services as well as an increase in insurance expense.

Net Losses

We sustained a net loss of $1,348,155 for the three months ended March 31, 2020 as compared to $382,886 for the prior year.,an increase of $965,269 or 252% as a result of the above.

Year Ended December 31, 2020 compared to the period from March 28, 2019 (date of inception) through December 31, 2019

Revenues

We generated revenues of $3,586,244 for the year ending December 31, 2020 compared to $1,221,285 for the period ended December 31, 2019, an increase of $2,364,959 or 193%. This increase is primarily due to twelve months of sales in the year ended December 31, 2020 as compared to approximately nine months in the comparative period, a large fleet contract obtained in 2020 and the acquisition made in February 2020, more than offsetting the loss of business in 2020 during the pandemic due to the closing of office parks.

Cost of goods sold was $3,544,072 for the year ending December 31, 2020, resulting in a gross profit of $42,172 compared to $1,135,411 for the prior period, and a prior period gross profit of $85,874. The $2,408,661 or 212% increase in cost of goods sold is primarily due to twelve months of costs in the year ended December 31, 2020 as compared to approximately nine months in the comparative period as well as the other increases in revenue.

Operating Expenses

Operating expense for 2020 include a full year while 2019 includes the period from inception on March 28, 2019 to December 31, 2019.

We incurred salaries, payroll taxes and benefit expenses of $2,864,089 during the year ending December 31, 2020 as compared to $225,996 during the period ended December 31, 2019, an increase of $2,638,093 or 1,167% This increase was primarily due to an increase in employees during the year ended December 31, 2020 as the Company builds a solid platform for national expansion as well as stock-based signing bonuses.

We incurred professional, legal and consulting fees of $2,217,869 during the year ended December 31, 2020, as compared to $68,310 during the period ended December 31, 2019, an increase of $2,149,559 or 3146%. This increase was primarily due to stock-based compensation for consulting services.

We incurred other operating expenses of $1,091,349 during the year ended December 31, 2020, as compared to $250,041 during the period ended December 31, 2019, an increase of $841,308 or 336%. This increase was primarily due to stock-based compensation for promotional services as well as an increase in insurance expense.

Net Losses

We sustained a net loss of $7,254,006 for the year ended December 31, 2020 as compared to $701,994 for the period ended December 31, 2019, an increase of $6,552,012 or 933% as a result of the above. March

Plan of Operations

Our operations have been increasingly expanding to date. Our plan of operations following this offering is to use the net proceeds from the offering for our national expansion, for strategic acquisitions, to build our mobile fueling fleet, for working capital and for other general corporate purposes.

Liquidity and Capital Resources

Cash Flow Activities

As of March 31, 2021, we had an accumulated deficit of $9,304,155. We have incurred net losses since inception, and have funded operations primarily through sales of our common stock and issuance of notes payable, including to related parties. As of March 31, 2021, we had $230,826 in cash as compared to December 31, 2020 when we had $882,870 in cash.

Operating Activities

Net cash used in operating activities was $905,579 for the three months ended March 31, 2021, which was made up primarily by the net loss and partially offset by an increase in stock based compensation of $417,462, and depreciation and amortization of $118,745. Net cash used in operating activities was 276,577 during the prior year, which was made up primarily by the net loss and partially offset by depreciation and amortization of $87,071.

Net cash used in operating activities was $1,607,669 during the year ended December 31, 2020 which was made up primarily by the net loss and partially offset by an increase in stock based compensation of $4,624,708, a loss on settlement of $300,000, and depreciation and amortization of $451,533. Net cash used in operating activities was $515,776 during the period ended December 31, 2019 which was made up primarily by the net loss and partially offset by depreciation and amortization of $165,230. This increase in depreciation and amortization in 2020 was due primarily to new acquisitions of trucks and intangible assets in fiscal year 2020, as well as incurring a full year depreciation and amortization on trucks and intangible assets acquired in fiscal year 2019, respectively.

Investing Activities

During the three months ended March 31, 2021 and 2020, we used $23,841 and $6,425, respectively, for the acquisition of fixed assets.

We used $175,000 during the period ending December 31, 2019 for the acquisition of EzFill FL, LLC. We used $24,075 and $218,429, respectively, for the purchase of fixed assets during the periods ended December 31, 2020 and 2019.

Financing Activities

We generated $277,376 of cash flows from financing activities during the three months ended March 31, 2021, primarily from new debt borrowings. In the prior year, we generated $305,335 from financing activities, also from new new debt. We repaid debt for $22,624 and $49,665, respectively, during the three months ended March 31, 2021 and 2020.

We generated $2,482,523 of cash flows from financing activities during the year ended December 31, 2020. During 2020, we issued notes payable and we received cash of $1,550,000 from the issuance of common stock. We generated $766,297 of cash flows from financing activities during the period ended December 31, 2019. During the period ended December 31, 2019, we issued notes payable to related parties and we received cash of $430,000 from the issuance of stock.

Sources of Capital

From inception to March 31, 2021 we have funded our activities through capital contributions from issuances of notes payable and the sale of securities pursuant to the exemption provided by Regulation D, by sale of securities to accredited investors.

We currently do not have any firm commitments by third parties to provide long-term funding.

Although our audited financial statements for the year ended December 31, 2020 were prepared under the assumption that we would continue our operations as a going concern, the report of our independent registered public accounting firm that accompanies our financial statements for the year ended December 31, 2020 contains a going concern qualification in which such firm expressed substantial doubt about our ability to continue as a going concern, based on the financial statements at that time. For the year ended December 31, 2020, the Company had a net loss of $7,254,006. At December 31, 2020, the Company had an accumulated deficit of $7,956,000 and a working capital deficit of $2,459,829. We anticipate that we will continue to incur losses in future periods until we are successful in significantly increasing our revenues, particularly in light of the adverse impact of the Covid-19 pandemic on our operations. There are no assurances that we will be able to raise our revenues to a level which supports profitable operations and provides sufficient funds to pay its obligations. Our prior losses and expected future losses have had, and will continue to have, an adverse effect on our financial condition. In addition, continued operations and our ability to continue as a going concern may be dependent on our ability to obtain additional financing in the near future and thereafter, and there are no assurances that such financing will be available to us at all or will be available in sufficient amounts or on reasonable terms. Our financial statements

do not include any adjustments that may result from the outcome of this uncertainty. If we are unable to generate additional funds in the future through sales of our products, financings or from other sources or transactions, we will exhaust our resources and will be unable to continue operations. At the present time, the amount of capital the Company has available at its disposal will last no longer than one year if substantial debt or equity financing is not achieved. We believe that the proceeds from this offering will be sufficient to fund our operations for the foreseeable future. If we cannot continue as a going concern, our shareholders would likely lose most or all of their investment in us.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as defined in Regulation S-K Item 303(a)(4).

BUSINESS

Overview

EzFill is a leading on-demand fuel delivery company in South Florida and the only mobile fueling company that combines on-demand fills and subscription services which fill customer vehicles on routine intervals. The emergence of the digital technology, GPS-Based / On-Demand consumer deliveries, and the sharp increase in home delivery of products and services during the COVID-era are trends expected to continue in the post-COVID economy. The increased adoption rate of such 'at home' or 'at work' delivery of products and services has become the method both individual and commercial customers prefer.

EzFill provides customers in South Florida the ability to have fuel delivered to their vehicles (cars, trucks, and specialty vehicles) without having to leave the comfort of their home, office, and job site. EzFill's app-based platform conveniently brings the gas station to customers with a growing fleet of EzFill-branded, Mobile Fueling Trucks. EzFill's business verticals align to the high-use, high demand cases in vehicle operations. These are; individual **CONSUMERS, COMMERCIAL** entities and **SPECIALTY** vehicle markets.

An EzFill Mobile Delivery Truck

For **CONSUMERS,** EzFill services individual "consumer" customers directly at their residences or places of work. In the consumer vertical, EzFill customers sign-up for EzFill services individually, or as part of employer which offer discounted EzFill services to their employees as an employee benefit while at work at offices, in office parks or on-job locations. Fuel deliveries are completed at optimal times during the day for 'at work' customers or at night for residential deliveries.:

In the **COMMERCIAL** vertical, EzFill provides vital fuel delivery services to commercial fleets of delivery trucks, rental cars, livery operators, and job sites. Deliveries for the commercial vertical are completed during down-times, when the majority of commercial vehicles are at designated locations. This method also allows EzFill to complete multiple fills at once, while providing the commercial customers the benefit of a fleet of fueled vehicles ready for operations on any given morning.
~

In the **SPECIALTY** vertical, EzFill adapts to each market based on the type of vehicles that can benefit from "at location" fuel delivery. In EzFill's home market, Florida, their "specialty" vertical services hundreds of boat owners at the marinas at which they are docked. EzFill's specialty market also includes equipment rental companies, construction job sites, agricultural operations, motorsports events and recreational vehicle grounds.
~

EzFill Model – Resolving Pain Points in the Consumer and Commercial Fuel Customer Markets

EzFill's experience in this market indicates that the legacy gas station model is ripe for disruption specifically by a model which works to address major issues with the status of the industry, such as:

- **Convenience.** People find going to the gas station inconvenient. Leaving the house a little late in the morning on an empty tank means coming late to the office or stopping for gas on your way home after a long day. This number does not include the time it takes to drive to and from the gas station. Our solution saves our customers valuable time and shaves time off of our customers commutes to and from work. Our Mobile Fueling Truck brings a convenient fueling solution that we expect to disrupt the current industry by saving our customers valuable time and helping them to avoid the stress of not having a full tank of gas.

- **Fleet Driver Expense.** When fleet managers send their vehicles to the gas station to fill up, they are paying for: (i) the driver to take the vehicle to the gas station; (ii) the gas the vehicle consumes on the way to and from the gas station; (iii) wear and tear on the vehicle being driven to the gas station; and (iv) indirectly the downtime for the vehicle being driven to the gas station, which usually will be during the regular working day due to the fact that an employee must take the vehicle there. When fleet managers use EzFill, they only pay for gas and we fill up the vehicles after hours so there is no downtime during the regular working day.

- **Fleet Driver Fraud.** Research conducted by Fleet News confirmed the 64% of fleets have been the victims of fuel theft or fuel fraud. According to a survey conducted by Shell, 93% of fleet managers think that some of their drivers are committing fraudulent activity and 41% of fleet managers think that more than 10% of their drivers are committing fraudulent activity. According to Shell's research, 48% of fleet managers think that improving practices to tackle fraud could reduce a fleets fuel spend by more than 5% and 14% of fleet managers believe it would reduce fuel spend by more than 10%. EzFill's solution tackles fraud head on by taking the drivers out of the equation. EzFill brings the gas directly to our customers fleets and reduces the risk of driver related fuel fraud.

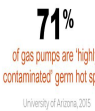
- **Operating Costs.** The rising cost of real estate in major metros, over the past couple of years has caused many gas stations to close their doors, leaving major cities without significant competition, which could lead to higher local gas prices. According to data provided by Fueleconomy.gov there were 168,000 gas stations in 2004, compared to just 115,000 gas stations reported by marketwatch.com in February 2020 (a 31% drop). EzFill's App-based approach lowers our underlying costs and allows us to offer gas with competitive pricing in each zip code in which we operate.

- **Safety Concerns.** Gas stations have a reputation of being unsafe locations. This reputation developed due to the many robberies and assaults that occur at gas stations. According to FBI crime data, over the past five years 1.3% of all violent crimes occurred at gas stations. Violent crimes such as robberies and assaults are commonplace at gas stations because often, customer's need to exit their vehicles in remote and secluded areas, at late hours, with improper lighting and security at the location. EzFill's Mobile Fueling Trucks address these safety issues by bringing the gas to the consumer, who, from the comfort of their home or office can order a fill-up via our App without even going outdoors. The customer simply needs to place the order and leave the gas tank access open on their vehicle.

- **Fraud Concerns.** Gas stations are hubs for fraud issues. These issues primarily emanate from gas stations employing mostly old-fashioned magnetic strip credit card readers. Gas stations experience hundreds of millions of dollars in credit card fraud annually. According to the Florida Department of Agriculture, more than 1500 skimmers were found at **Florida** gas stations in 2019. A study from Fico, found that fraud from credit card skimmers is increasing at a rate of 10% per year. The US Secret Service reports finding between 20 and 30 credit card skimmers at gas pumps, per week. EzFill's platform does not store any customer credit card data and uses the latest in credit card processing technology to verify cards and secure customers' payments to ensure authenticity of purchases.

- **Addressing Environmental Concerns.** We can never eliminate our environmental exposure completely. However, by delivering fuel to areas with high vehicle density, we are lowering the environmental impact by reducing the number of separate trips our customers make to refuel their vehicles. Since EzFill sources direct from oil companies on a daily basis, we have a very high turnover of inventory and do not store our fuel in underground tanks. All our tanks go through a rigorous annual inspection, plus they are visually inspected before and after every shift to ensure proper fuel storage and no loss of vapors. A rapid turnover of inventory and daily tank inspections are not available for underground tanks used by retail gas stations.

- **Sanitary and Touchless**. According to a study conducted by the Kymberly Clark Group, the gas station pump handle is the dirtiest surface Americans touch on their way to work. Also, according to a recent study conducted by busbudy.com, gas station pumps have 11,000 times more bacteria than the common household toilet seat, while pump station buttons contain 15,000 times more. In addition to being germ and bacteria infested, a recent article by njtvonline.org highlighted the near impossibility of social distancing at self-service gas stations, further exacerbating the health risks of going to the gas station. Proper social distancing is required to help stop the spread of Covid-19. Our service is a sanitary and touch free way for our customers to get gas. We believe our service eliminates one of the dirtiest and most unhealthy places from our customers once mandatory to-do list.



Our Product Offerings

We provide gas delivery via our Mobile Fueling Trucks in the greater South Florida area. Our goal is to service all our customers across all our lines of business at predictable locations during vehicle downtimes. We currently operate 13 Mobile Fueling Trucks that we utilize to deliver fuel directly to our customers. We have three major lines of business and to our knowledge we are the only company in the space which fuels all three verticals:

1. **SERVICING CONSUMERS AT HOME AND AT WORK**

   We offer residential fueling services to customers who can request a fuel delivery through our app and have fuel delivered directly to their vehicle, from the **comfort of their home or apartment building**, while they go about their night. We offer convenient weekly schedules to our residential customers, so they can live with the comfort of knowing that they will never be without a full tank of gas when they need it. Additionally, because of our lower operational costs, our competitive pricing keeps our residential customers from having to travel out of their neighborhood for lower gas prices. Our residential customers currently pay a delivery fee of $4.99 or they have the option to pay $9.99 per month for unlimited deliveries. We may increase these prices in the future. We currently offer delivery to residential customers in Miami-Dade, Broward, and Palm Beach counties. Our service is a great new amenity for condominiums, which has been widely used by residents of the buildings we service and has been enhancing residents' experience.

   Through entering agreements with local and national businesses, we work directly with businesses HR departments to **offer employee perks, and fuel employees' cars while they are working**. This is a new and creative benefit for employers to offer, enabling their employees to have their cars filled, stress free. Additionally, we work directly with the landlords of corporate office parks to bring the amenity of EzFill to their tenants. Our corporate employee fueling is currently done at competitive prices with no delivery fee. Our corporate office park solution offers benefits to employers and EzFill. Benefits to employers include: (i) a new perk to offer their employees; and (ii) happier employees who do not have to waste precious time going to the gas station. Benefits to EzFill include: (i) multiple deliveries at one location creates efficiencies and cuts operating costs; (ii) the employers serve as "influencers" which reduces our marketing costs for each location; and (iii) push-marketing by the employers also results in more residential consumer fills.

2. **SERVICING COMMERCIAL ENTITIES**

   We partner with national and local businesses who operate fleets an alternative solution for fueling their fleet to reduce the businesses operational costs and improve fleet efficiency. Our solution for fleets helps businesses: (i) save money spent on expensive gas stations; (ii) save money on paying employees to go to gas stations; (iii) eliminate unnecessary wear and tear to Company fleet vehicles on trips to the gas station; (iv) better monitor their gas consumption; (v) eliminate employee mistakes (putting regular gas into a diesel engine); and (vi) prevent theft by employees (customers have reported instances where it was months before they realized their employee was making unauthorized charges on their fleet card). This product offering is sold with zero fees, our fleet customers pay only for the gas they consume. We may charge delivery fees to fleet customers in the future.

3. **SERVICING SPECIALTY MARKETS**

   EzFill delivers fuel directly to other, market-specific personal and commercial vehicles. In our home market, the prevalence of boats and boat owners was the first specialty market we developed, particular to the south Florida area which is the base of our services. Marina gas stations are some of the highest priced in the country. We offer low prices and pre-scheduling so our marine customers can get affordable fuel whenever they need it. The same is true for the markets which we have targeted to enter. In these markets we find similar, market-specific vehicles which our future customers use for; construction or agricultural purposes, personal or recreational vehicle use, motorsports or other sporting events where a large concentration of vehicles can be serviced at specific locations.

Customers

We have acquired close to 10,000 residential and corporate customers since the Company was established. In addition our individual, residential customers, we also have structured relationships with property management companies and builders who co-market our services as a benefit to their residents and allow our trucks to enter their communities to fill vehicle owners at their single family homes, condominiums or apartments. For our customers whose employers offer them at-work fueling as a corporate perk, these sponsoring companies include, employees of: Ryder, Norwegian Cruise Lines, Carnival Cruise Lines, Royal Caribbean, Telemundo, Loreal, Y Green, and more. Customers we have signed up through our corporate offerings may also be customers of our residential offering. Our services are very flexible and our residential customers do not have to sign any long-term commitments with us and can decide not to use our service whenever they choose.

Our commercial vertical services the fleets for many national and local businesses, such as a leading national delivery company, a leading OEM, Enterprise, Telemundo, Easy

Scripts, Air Around the Clock, Boucher Brothers, and The Pullman Hotel.

In our specialty market vertical, we service hundreds of boats at various marinas across Miami-Dade and Broward Counties. We are a preferred delivery partner for a mobile application with thousands of boat-owner users. We have recently begun developing this line of business and it is growing, mostly through existing customer outreach and strategic partnerships with marinas.

Software Systems, IT, User Interface and Experience

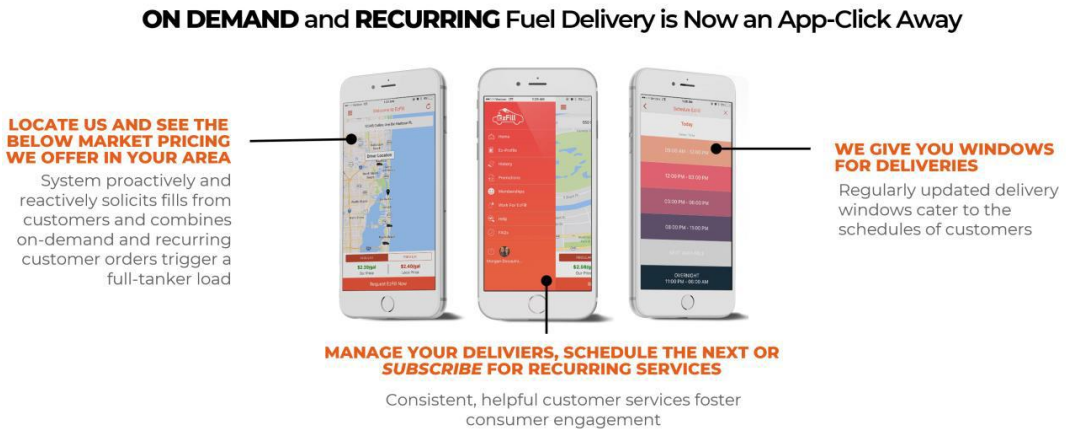
Our software systems provide us logistical and cost saving efficiencies that allow us to forecast the need for truckloads of fuel to effectively service clusters of customers in a specific area or zip code. At the front end of our system, we employ an app based approach that provides all our customers with an easy-to-engage user interface and ordering system. Customers are able to select the times and locations of their on-demand our routinely-scheduled fills, see the location of our filling trucks real-time and manage their account on their mobile device or desktop system.

In the back end of our system, we aggregate customer orders based on their location and expected gallon demand for their vehicles. The aggregation of customer orders based on these variables triggers a truckload fill of one of our mobile tankers designated for each of the customer orders our system generates.

Our software and IT systems have been developed and customized in-house to provide cost-saving efficiencies which produce higher margins than traditional, gas station fuel margins while also passing through a percentage of this margin gain to our customers which we market as per gallon pricing below the average price per gallon in their area.

We are planning to expand our software capabilities using AI and machine learning algorithms that will automatically generate outbound. “fill reminder” communications to customers based on their recorded usage amounts and time intervals.

Our Mobile Application



The EzFill Mobile Application has been designed for iPhone and Android devices with our customers and convenience in mind.

Sign Up: The EzFill App provides a quick and easy registration process.

Profile Management: The EzFill App provides easy profile management where users can seamlessly update personal information, such as: vehicle details and location, this way we are able to provide the best services to our customers.

Location Sharing: This feature enables our customers to simply drop a pin at their location on an integrated map which lets our driver know where to deliver the fuel.

Request Fuel Delivery: The EzFill App lets our customers pick the type and quantity of fuel to be delivered in addition to the time and date of availability.

Weekly Delivery Schedule: The EzFill App also enables our customers to preschedule weekly deliveries, on a specific day of the week. This feature enables our customers to request their delivery for a specific time window, this ensures they can schedule their fill up at convenient times when they would be busy attending other tasks and their car is idle.

Push Notifications: The EzFill App has a push notification feature. This allows us to keep customers informed of all the activities associated with the service they have requested. We also use it to keep our customers updated with recent offers and discounts, which helps to boost customer satisfaction and promotes our business.

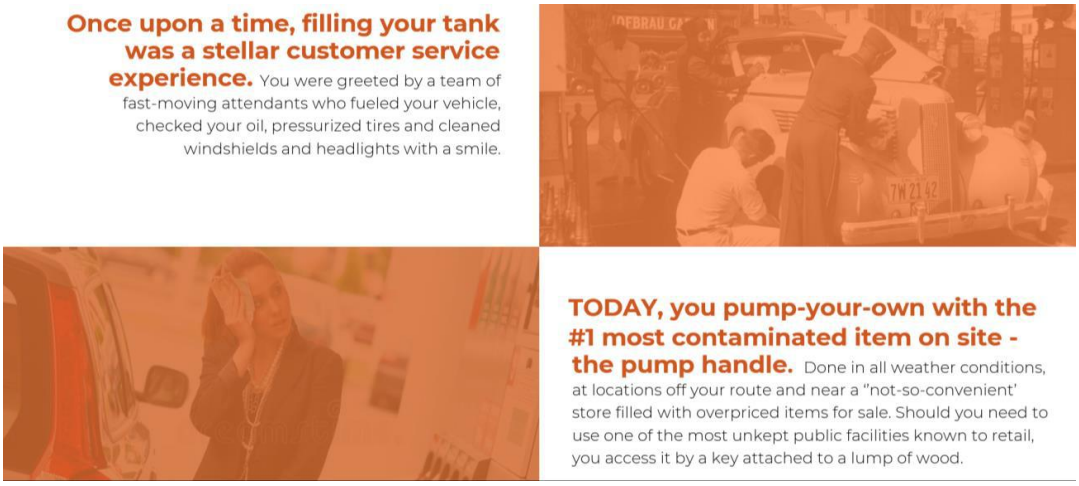
Transaction History: The EzFill App offers our customers the ability to always view their transaction history. This gives our customers an option to check the previous fuel delivery requests and bills.

Price Comparison: The EzFill App aggregates data from the local gas prices and shows our customers a cost comparison of the average price for a gallon of gas in their zip code vs. the EzFill price.

Our Market Opportunity

Information provided by Statista indicates that there are about 273 million registered cars in the United States as of 2018. According to the US Energy Information Administration, in 2019 there was approximately 39 million fill-ups per day. According to Statista.com, in 2018, US gas stations produced revenues of roughly 503 billion dollars. EzFill wants to take advantage of the growing number of US drivers and the dwindling number of gas stations by bringing the gas directly to the consumers. We feel that our service is years in the making and solves many problems posed by the legacy gas station. EzFill presents a new way for Americans to get gas: at home, at the office, wherever, on demand.

The on-demand market continues to grow. According to a study conducted by rockresearch.com, in 2019 the on-demand market was $110 billion, growing by 18% from the previous year. The same study indicates that participation in the on-demand market has tripled since 2016, with an estimated 64+ million consumers purchasing on-demand goods or services. EzFill believes that the on-demand market will continue to grow and expand into new areas, such as the gasoline market.



We believe our market opportunity is to expand into major MSAs across the continental U.S. with similar population size and demographics to the Miami-Dade - Broward - Palm Beach MSAs. We want to be in locations where people rely heavily on their personal cars to get places. Based on our research, we have identified several major MSAs across the U.S that would be attractive for expansion, we plan to use the proceeds of the offering to expand into new major markets.

As we expand to a new market, we plan to employ a strategy that has helped us build a strong base of business in our existing market. The strategy we developed begins with sales in our fleet category to build a base of business in the target city, while developing and strengthening our delivery operations. Next, after launch, we secure corporate and landlord agreements to allow us to begin marketing our services to their employees and tenants. These agreements include fueling at large office parks during daytime hours and fueling at residential buildings during nighttime hours.

We generate business through establishing corporate and landlord partnerships, we then leverage companies' internal communication channels to market directly to their employees or residential tenants. By implementing our digital marketing campaigns as well as placement of our content throughout residential and corporate facilities, we are able to develop greater brand awareness. We coordinate with our partners to set up organic marketing efforts with our brand ambassadors to help increase recognition and assist users with downloading the app and setting up their accounts.

Our Growth Strategy

Our strategy is to leverage our established business partnerships and generate organic methods of acquiring new markets. This has given us significant brand recognition by the consumer and has enabled us to acquire competitor territories. In doing so, we have generated a substantial presence and footprint in the regional area in which we operate. As we continue to develop our business relationships, and expand our geographic footprint in the South Florida area, our goal is to open in new markets along the east coast.

EzFill's current focus is on expanding its geographic footprint in the South Florida area. We aim to open in new markets along the east coast in the future both organically and through acquisitions of existing companies in the space. We make our expansion decisions based off of research into optimal target markets where public transportation is less prevalent, leading to more residents owning cars and the areas where a demand for lifestyle improving technology is present. We also consider State/City/County regulations when assessing new areas to expand into. We are targeting locations with the least regulations on mobile fuel delivery.

EzFill currently has strategic partnerships with businesses across industries such as property management, parking solutions services, travel industry, delivery industry, transportation and logistics, marinas, and other diversified business sectors. By establishing these strategic business-to-business relationships, we are able to offer cost effective business solutions, whether through human resource departments as employee perks, optimization of efficiency for fleet companies, or tenant satisfaction by adding amenities.

EzFill believes a strategic partnership with a major oil company will help with our expansion by enabling us to lower cost and attract a larger customer base by selling branded gasoline. However, there cannot be any assurance that EzFill will be able to obtain such a strategic partnership. The oil companies Exxon and Shell are both in the mobile fuel delivery space - Exxon, through its investment in Yoshi and Shell through its TapUp program based in Houston.

Technology License Agreement

On April 7, 2021, the Company entered into a Technology License Agreement with Fuel Butler LLC. Under the terms of the license, the Company issued 266,375 shares of its common stock to the licensor upon signing. The Company also issued 332,969 shares to the licensor in May 2021 upon the filing of a patent application related to the licensed

technology. The Company will issue up to 918,994 additional shares to the licensor upon the achievement of certain milestones. In addition, the Company has granted stock options for 532,750 shares at an exercise price of $3.76 per share that will become exercisable for three years after the end of the fiscal year in which certain sales levels are achieved using the licensed technology. The Company has the option for four years after the achievement of certain milestones to either acquire the technology or acquire the licensor for the purchase price of 1,065,500 of its common shares. Until the Company exercise one of these options, it will share with the licensor 50% of pre-revenue costs and 50% of the net revenue, as defined, from the use of the technology. The Company does not expect any revenue from this agreement until at least 2022.

Under the Technology Agreement, the Company will license proprietary technology that the Company believes will enable the Company to expand its services into certain other markets. To this end, the Company believes this technology will allow the Company to provide its fuel service in high density areas like New York City and potentially allow entry into parking structures with portable containers without the necessity of driving fuel trucks into these locations.

Competition

EzFill is a fuel delivery service in the South Florida area along with other local fuel delivery companies and gas stations. We differentiate ourselves by allowing our customers to request our service via a mobile app and delivering the fuel directly to the end user. We use our innovative technology and excellent concierge service to offer convenient fueling solutions to all our vertical markets at different times of the day to maximize the efficiency of each mobile fueling truck. To our knowledge, the only other app-based fuel delivery company in Florida is Yoshi, however they operate on the west coast of Florida.

We distinguish ourselves from our competitors by:

- Prioritizing our customer's experience and satisfaction;
- Streamlining our customers ordering experience;
- Rigorously vetting and training our drivers;
- Providing the latest in scheduling, GPS technology, and payment systems;
- Offering very competitive pricing in the zip codes which we service;
- Providing all our customers with certified, accurate reports and detailed invoices.

Though the electric vehicle industry is growing, we do not consider this relatively new subsegment of the vehicle market a threat to our busines model or growth trajectory. The vast majority of vehicles are gas or diesel powered and the entire fuel industry is a major component of the economy.

Additionally, the continued growth of the electric vehicle industry means more and more traditional gas stations are closing because of: (i) high overhead because of rising real-estate prices; (ii) lack of demand due to electric vehicle adoption; and (iii) their inability to fuel vehicles outside of their station. Our mobile fueling solution allows us to service many zip codes with one truck, so if sales slowdown in one area we are able to transition seamlessly to areas with higher demand.

Government Regulation

Our industry has certain government regulations, EzFill is dedicated to ensure that we are always operating in a way that is in compliance with all applicable regulations.

1. **Hazmat Registration**: Our company is required to be registered with the Department of Transportation to transport and dispense hazardous materials. EzFill as a company is registered to transport and dispense hazardous material,

2. **Weights and Measures**: In order to ensure the accuracy of our fuel sales to customers, our fuel meters and registers have to be calibrated and certified by the Florida Department of Agriculture. EzFill's fuel meters and registers have been calibrated and certified by the Department of Agriculture to be a fuel retailer.

3. **DOT Special Permits**: Our Mobile Fueling Trucks are required to be certified by the Department of Transportation to transport, dispense and sell fuel to our customers. Each of EzFill's Mobile Fueling Trucks have been certified by the DOT to transport and dispense fuel.

4. **CDL Licensing with Hazmat Endorsement**: Drivers are required to have a Commercial Driver's License with a Hazmat endorsement in order to operate the Mobile Fueling Trucks. All of our drivers have their Commercial Driver's License with the Hazmat endorsement.

Our operations may also be subject to local fire marshal regulations, which varies in the different cities and counties. EzFill keeps up to date on the local regulations in each of the locations it operates and does ample research into local regulations before opening in any new location.

The costs of compliance includes general liability insurance, workman's comp. insurance, vehicle insurance, meters and registers maintenance for yearly inspection, vehicle maintenance for yearly inspection, hazmat permits and licensing, safety procedures and equipment, emergency response team, and live safety monitoring system.

Our safety protocol includes:

Training
Management oversight
Live tracking 24-7
Safety spill kits
Automatic pump shut off system
24-7 800# support line

We have implemented a safety protocol and monitoring system that allows us to operate at maximum efficiency in optimal safety conditions. Our drivers carry the proper commercial driver's licenses and are fully trained and certified to transport and dispense fuel. Every Mobile Fueling Station has been licensed by the U.S. Department of Transportation and is fitted with safety equipment and emergency tools such as spill kits, fire extinguishers, emergency response handbook and a dedicated 24/7 emergency responder support line in the event of emergency situations. We have management oversight around the clock to ensure safe operations. We have an emergency response team on call, in the unlikely situation where there is a spill, the emergency response team will come to the scene to control and properly handle the clean up of any hazardous materials. We also have state of the art technology that enables us, in real-time, to track the location of our Mobile Fueling Trucks and the inventory levels of each Mobile Fueling Truck.

Corporate Information

EzFill FL, LLC was established on July 27, 2016 in the state of Florida. The assets of EzFill, LLC were acquired as of April 9, 2019 by EzFill, Holdings Inc. (formed in March

of 2019) which purchased certain assets of EzFill FL LLC's mobile fueling business. The business is located and operates in South Florida.

Our principal executive offices are located at 2125 Biscayne Blvd, #309, Miami, FL 33137, and our telephone number is 305-791-1169. Our website address is EzFillApp.com. Information contained on, or accessible through, our website is not a part of this prospectus or the registration statement of which it forms a part.

EzFillApp.com, EzFill, and other trade names, trademarks, or service marks of EzFill appearing in this prospectus are the property of EzFill. Trade names, trademarks, and service marks of other companies appearing in this prospectus are the property of their respective holders.

Employees

As of May 28, 2021, we had a total of 37 employees, all of whom were full-time. None of our employees are covered by a collective bargaining agreement, and we consider our relations with our employees to be good.

Properties

We lease office space from Novel at 2125 Biscayne Blvd, #309 Miami, FL 33137 and pay approximately $3,100 per month. Additionally, we have office space at our fuel supplier located at 2965 E. 11th Ave., Hialeah, FL 33013. We believe our current office space is sufficient to meet our needs.

Legal Proceedings

From time to time, we may become involved in various lawsuits and legal proceedings that arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in matters may arise from time to time that may harm our business. As of the date of this prospectus, management believes that there are no claims against us, which it believes will result in a material adverse effect on our business or financial condition.

MANAGEMENT

The following table sets forth the names and ages of all of our directors and executive officers. Our Board of Directors is currently comprised of three members, who are elected annually to serve for one year or until their successor is duly elected and qualified, or until their earlier resignation or removal. Executive officers serve at the discretion of the Board of Directors and are appointed by the Board of Directors. Upon completion of this offering, we will add four independent directors to the Board.

Name	Age	Position
Michael McConnell	58	Chief Executive Officer, Principal Executive Officer & Director
Arthur Levine	63	Chief Financial Officer, Principal Financial and Accounting Officer
Cheryl Hanrehan	52	Chief Operating Officer & Director
Richard Dery	58	Chief Commercial Officer & Director
Allen Weiss*	66	Non-Executive Chairman & Independent Director
Jack Levine*	70	Independent Board Member
Luis Reyes*	48	Independent Board Member
Mark Lev *	58	Independent Board Member

* Will become a director upon completion of the offering.

Executive Biographies

The principal occupations for the past five years (and, in some instances, for prior years) of each of our directors and executive officers are as follows:

Michael McConnell (CEO, Principal Executive Officer and Director)

Mr. McConnell is an executive with 32 years' experience in automotive sales finance for a leading OEM, Nissan North America, focused on strategic planning, building multi-year business plans, achieving P&L targets, and building and growing future talent. Mr. McConnell is experienced in all aspects of operations, corporate governance, global HQ interface, and dealer oversight and relations. Broad experience in consumer lending and dealer commercial credit. Lead company contact person for outside industry regulators and trade associations. After 32 years, Mr. McConnell retired from Nissan Motor Acceptance Corporation (NMAC) in 2017.

Mr. McConnell started as a collections supervisor at NMAC in 1985. Most recently he served as VP Operations and Commercial Credit of NMAC (2016-2017), where he was responsible for its 1200+ employee operation and call center servicing $60B in outstanding's and 2.5 million customers. Prior to that he served as Vice President - Sales, Marketing & Corporate Planning Office of NMAC (2006-2016) where he designed and executed all financial products for retail, lease and commercial products for all Nissan and Infiniti dealers nationally. Additionally he provided executive oversight for Director of Sales, and Director of Financial Products and was representative for the National Dealer Advisory Board and Nissan North America relationship.

While at NMAC Mr. McConnell served as chairman of the Dealer Credit Committee, and he served as a member on the NMAC Operating Committee, the NMAC Pricing and Policy Committee, the NMAC Risk Committee, the NMAC Compliance Committee, the NMAC Dealer Advisory Board, the Infiniti Dealer Advisory Board. Additionally he served as an officer on an NMAC SPE (Special Purpose Entity) and on Nissan Air LLC. Mr. McConnell received a bachelors degree in business administration from University of West Georgia. We believe that Mr. McConnell is qualified to serve as a member of our board of directors because of his executive and management experience working in the auto industry.

Arthur Levine (CFO, Principal Financial Officer, Principal Accounting Officer)

Mr. Levine is a senior finance executive with experience in various industries. He brings multinational experience at publicly traded and privately held companies with particular expertise leading startups and emerging growth companies through financings, strategic planning, the IPO process and beyond. After starting his career in a Big Four accounting firm, Mr. Levine gained experience building finance teams, improving internal controls and processes, implementing ERP systems and evaluating complex GAAP, governance and SEC reporting issues.

Mr. Levine joined the Company in March 2021. From February 2020 to February 2021, he provided fractional and interim CFO services to various companies. From August 2014 to January 2020, Mr. Levine served as Chief Financial Officer of Sensus Healthcare, a publicly traded medical device company that completed its IPO in 2016. From 2012 to 2014, Mr. Levine was Chief Accounting Officer of Trade Street Residential, a publicly traded real estate investment trust that completed its IPO in 2013. From 2010 to 2012, Mr. Levine served as Chief Financial Officer of IVAX Diagnostics, a publicly traded in vitro diagnostics company. Mr. Levine previously served in various finance roles at several technology companies and worked at Ernst & Young in the U.S. and abroad.

Mr. Levine is a graduate of the Wharton School of the University of Pennsylvania and is a Certified Public Accountant.

Cheryl Hanrehan (COO and Director)

Ms. Hanrehan is an executive with 16 years expertise in Europe, Asia, and South America and a cross-cultural background from living in France, Indonesia, Morocco, the Philippines and Switzerland. She has been notably successful for setting up and running extensive shipping operations for the largest coal importer into the US, coordinating with teams in Europe and South America. A respected global leader with a client-centered focus, who values innovation and is a creative problem solver. Ms. Hanrehan's areas of expertise include: Global Strategic Planning, Business Development, Client Relations, Strategic Partnerships, Contract Negotiation, International Project Management, Operations Management, Emergency Operations, P&L Management, Budget & Cost Control, and New Venture Launch. Most recently Ms. Hanrehan has been raising her two children.

Immediately prior to that, from 2002-2010, Ms. Hanrehan served as President of Dillon Maritime Inc. where she: oversaw operations for all coal shipments; coordinated operations for annual shipments of 85-130 Panamax coal shipments totaling 6 - 9 million Metric Tons from Colombia to the US and Italy, with teams in Argentina, Colombia, the US, Italy, and the UK; Handled client relationship and new business development with Drummond, expanding into new markets and establishing Augustea as exclusive carrier for their most important energy clients; was lead negotiator for new 5-year coal shipment contract of affreightment (COA) with Drummond Coal, achieving a 5% price savings for Augustea; Coordinated emergency shipping operations during record breaking hurricane season of 2005, including Hurricane Katrina, by diverting ships, negotiating discharge at other ports, arranging emergency fuel, and dealing with resulting disruptions, claims and force majeure declarations; Negotiated long-term contracts with port facilities and set up new shipping operations in Charleston, SC to facilitate Drummond's expansion into new energy markets; Reduced time lost and total return per shipment by overseeing a coal ship liner service with consecutive vessels, implementing new scheduling systems, and negotiating preferential load/discharge terms; and Integrated quality standards into the business process management system, resulting in ISO 9001:2000 certification. Ms. Hanrehan has her Bachelors in business administration from the University of Texas at Austin and her Masters in Business Administration from Georgetown University. We believe that Ms. Hanrehan is qualified to serve as a member of our board of directors because of her global executive and management experience.

Richard Dery (CCO and Director)

Mr. Dery is a 30+ year executive with significant experience in the gas industry. Most recently from 2016 to 2018, Mr. Dery served served as Executive VP of Operations at Nouveau Départ Management Consultants and Executive VP and CCO of Nu-Tier Brands since 2018.

From 2005 to 2016, Mr. Dery served as Vice President of Sales and Chief Marketing Officer of Gulf Oil where he: was senior leader of their $7 billion branded sales group; partnered with leaders across the organization to ensure cohesive and successful integration of a $1.2 billion acquisition; Increased branded franchise network by 52% and expanded branded footprint over 180%.; Led strategy for optimal returns on $19 million annual marketing budget; negotiated and executed multi-year, multi-million-dollar contracts and renewals with MLB, NFL, NHL and NBA to support national sales objectives; maximized return on $300 million real estate portfolio; and coordinated a five-year plan of divestment of underperforming assets, the process of which included negotiating contingent long-term supply contracts. Mr. Dery was the principal architect responsible for orchestrating the revitalized sales and marketing strategy which resulted in the rebirth of the iconic "Gulf" brand.

Mr. Dery is a veteran of the US Armed Forces, twice decorated (commendation medals) and honorably discharged after service as an Intelligence Analyst with the United States Air Force having served from 1981-1987. Mr. Dery received a bachelors in science and business administration degree from Bryant University. We believe that Mr. Dery is qualified to serve as a member of our board of directors because of his executive and management experience in the gas industry.

Each of the individuals below have agreed to become a member of the board of directors upon completion of this offering.

Allen Weiss (Non-Executive Chairman & Independent Board Member)

As a former consultant at Apollo Capital Management, a private equity firm, Weiss was involved in company analyses to support potential acquisitions and management. Mr. Weiss had direct involvement in the acquisition of Chuck E. Cheese Entertainment in 2014. Mr. Weiss was also involved in the acquisition and negotiations for the sale of Great Wolf Resorts. Mr. Weiss became the Chairman of the Board of Directors for Great Wolf and later Executive Chairman. Mr. Weiss was also involved in the acquisition of Diamond Resorts International, which closed in Sept. 2016, and ClubCorp and previously served on their Board of Directors.

Weiss had a 39-year career at Disney. From 1994 until 2005 Mr. Weiss was President of Worldwide Operations for Disney's $10 Billion+/95,000 employee Walt Disney Parks and Resorts business. He was responsible for the company's theme parks and resorts including the Walt Disney World Resort, Disneyland Resort, and Disneyland Resort Paris, Disney Cruise Line, Disney Vacation Club, "Adventures by Disney", and the line-of-business responsibility for Hong Kong Disneyland Resort and Tokyo Disney Resort.

Mr. Weiss began his career as a teenager in cash control and rose through the ranks to President, Worldwide Operations, for Walt Disney Parks and Resorts. He is a visionary and results-focused leader that has significantly grown top-line revenue and expanded margins in a thoughtful and strategic way, protecting the Disney brand, Cast, and overall guest experiences. During his tenure as President, Mr. Weiss directed the largest resort expansion in Walt Disney World history, resulting in double-digit percentage revenue growth, seven consecutive years of record revenues and higher profits. He led the organization through one of the toughest recessions the world has faced, with significantly less downturn in overall business while positioning the organization for major growth. A compassionate leader, he grew and invested in the next generation of talent, thereby strengthening the company for the future.

Mr. Weiss serves on the Alticor (Amway) Board of Directors, Diamond Resorts International Board of Directors. He previously served on the Metro Orlando Economic Development Commission Governor's Council, the ClubCorp Board of Directors, the Dick's Sporting Goods Board of Directors, was a National Board Member of the Sanford-Burnham Medical Research Institute and was appointed by the U.S. Commerce Secretary as a founding member to the Corporation for Travel Promotion Board of Directors. He was named "Most Influential Businessman in Central Florida" by the Orlando Business Journal in 2005.

Mr. Weiss has been designated as a distinguished alumnus by his alma mater, the University of Central Florida, and both UCF and the Rollins College Crummer Graduate School of Business have inducted Al into their Halls of Fame. Staying closely involved with his alma mater, Al has served as chairman of the UCF Foundation Board of Directors, and is a past member of the UCF Board of Trustees, Stetson University Board of Trustees and the Florida Council of 100 Board of Directors. Mr. Weiss received a bachelor's degree from the University of Central Florida and an MBA from Rollins College. We believe that Mr. Weiss is qualified to serve as a member of our board of directors because of his executive and management experience.

Jack Levine (Independent Board Member)

Mr. Levine joins our Board of Directors subject to the completion of this offering. Mr. Levine has been the President of Jack Levine, PA, a certified public accounting firm, since 1984, he is a licensed CPA in New York and Florida. For more than 35 years, he has been advising corporations on financial and accounting matters and serving as an independent director on numerous boards, frequently as head of their audit committees. Since 2010, Mr. Levine has been a director and chairman of the audit committee of SignPath Pharma, Inc., a development-stage biotechnology company. Mr. Levine is qualified as an SEC financial expert.

Since 2019, Mr. Levine has served on the Board of Directors of Blink Charging Co.From 2011 to 2018, Mr. Levine was a member of the board of directors of Provista Diagnostics, Inc., a cancer detection and diagnostics company focused on women's cancer (also serving as chairman of its audit committee). From 2004 to 2008, Mr. Levine was a member of the board of directors of Biscayne Pharmaceuticals, Inc., a biopharmaceutical company discovering and developing novel therapies based on growth hormone-releasing hormone analogs; Grant Life Sciences, a research and development company focused on early detection of cervical cancer (also serving as chairman of its audit committee). From 1999 to 2007, Mr. Levine was a member of the board of directors of d Pharmanet, Inc., a global drug development services company providing a comprehensive range of services to pharmaceutical biotechnology, generic drug and medical device companies, from (also serving as chairman of its audit and other committees). Mr. Levine also served as a director and audit committee chair of Beach Bank, a community bank, from 2000 to 2006, Prairie Fund, a mutual fund, from 2000 to 2006, and Bankers Savings Bank, a community bank, from 1996 to 1998, and was a member of the audit committee of Miami Dade County School Board, the nation's third largest school system, from 2004 to 2006. Mr. Levine is a certified public accountant licensed by the States of Florida and New York. He also is a member of the National Association of Corporate Directors, Association of Audit Committee Members and American Institute of Certified Public Accountants. Mr. Levine received a B.A. degree from Hunter College of the City University of New York and an M.A. from New York University.

Mr. Levine demonstrates extensive knowledge of complex financial, accounting, tax and operational issues highly relevant to our growing business. Through his decades of service as a board member, he also brings significant working experience in corporate controls and governance. We believe that Mr. Levine is qualified to serve as a member of our board of directors because of his financial expertise.

Luis Reyes (Independent Board Member)

Mr. Reyes has deep experience in both public service and private practice. His extensive public service in senior government positions includes service as a senior White House official and aide to the President of the United States; senior positions at the United States Department of Justice, including Deputy Associate Attorney General; Chief of Staff to the Associate Attorney General and as a chief legal counsel to the heads of both the Civil and Civil Rights Divisions. Mr. Reyes has also served as Chief Legal Officer and General Counsel for the federal law enforcement agency charged with rooting out waste, fraud and abuse in the reconstruction of Iraq, and as a trial attorney and Assistant Attorney General for the State of Texas.

In private practice, Mr. Reyes leads a robust practice that involves providing legal counsel to a wide range of companies and individuals, involving numerous settings, industries and countries around the world. Some of his representative matters include providing legal counsel to one of the world's largest music production companies on a variety domestic and international regulatory matters; providing strategic counsel to Fortune 100 companies regarding litigation with the United States Department of Justice; providing advise to companies on various anti-trust matters pending before the United States Department Antitrust Division leading to ultimate clearance for mergers; successful resolution of civil litigation in Federal court involving complex trademark disputes; successfully obtaining a winning trial verdict in civil litigation in a land use matter brought by a governmental entity in the State of Texas; successful representation and internal investigation at the request of a foreign state relating to compliance with international anti-money laundering standards; leading an internal investigation for an international academic institution that led to recognition of its compliance practices as best in class; providing advice to the Board of Directors of an international company on crisis response matters throughout the COV-19 pandemic.

Additionally, Mr. Reyes continues to advise multinational organizations regarding compliance with a large range of regulatory matters including issues involving the FCPA, FATCA, OFAC, SOX, ITAR, the FAR and the Bank Secrecy Act (Anti- Money Laundering). Some of his past work has included leading a comprehensive compliance review project for a major United States publicly held company with an annual gross of over $6 billion. This review involved a thorough investigation of the organization's compliance with all applicable regulatory schemes as well as the design, review and implementation of corporate compliance policies and procedures. Mr. Reyes was also instrumental in creating and implementing an internal investigations protocol for the company and training of company attorneys and investigations related personnel. Mr. Reyes also recently assisted in successfully managing a voluntary monitor project for an international financial institution that required monitoring AML compliance programs; testing account surveillance system; and making recommendations. Mr. Reyes has effectively represented this client before the U.S. Departments of Justice and the U.S. Department of Treasury.

In the area of anti-corruption, from 2009 to January 2011, Mr. Reyes served as General Counsel for the Office of the Special Inspector General for Iraq Reconstruction ("SIGIR") – the independent federal law enforcement agency charged with rooting out waste, fraud and abuse of the more than $50 billion in U.S. funds appropriated for reconstruction efforts in Iraq. Mr. Reyes played a key role in investigations and prosecutions of violations of the False Claims Act, the Foreign Corrupt Practices Act and major fraud. SIGIR's oversight has returned over $1 billion to the U.S. Government.

From 2006 to 2009, Mr. Reyes held senior positions at the White House. In 2008 he was appointed by President George W. Bush to serve as Deputy Assistant to the President and Acting Assistant to the President in charge of the Office of Presidential Personnel, serving as chief advisor to the President on all senior human capital matters administration wide. In 2006, President Bush appointed him to be Special Assistant to the President for Presidential Personnel, with responsibility over the legal, national security, and international affairs portfolio, which included the Departments of Justice, Defense, State, Homeland Security, as well as the Central Intelligence Agency, the Office of the Director of National Intelligence, the United States Agency for International Development, the Peace Corps, the Federal Trade Commission, and the Equal Employment Opportunity Commission.

From 2001 to 2006 Mr. Reyes served in various high ranking positions at the U.S. Department of Justice in Washington. From 2005 -2006, Mr. Reyes was Deputy Associate Attorney General and Chief of Staff to Associate Attorney General of the United States. In that role he assisted in the management of the civil and programmatic components of the Department with a budget of over $3 billion. During that time Mr. Reyes provided oversight and counsel on high value litigation efforts emanating from the Civil Division, Antitrust and Tax Divisions, requiring approval of the Associate Attorney General, the third highest ranking official in the Department of Justice. Mr. Reyes also played a significant role in special projects, such as the development of the future National Security Division. Prior to that, Mr. Reyes served as Counselor to the Assistant Attorney General for the Civil Rights Division (2003-2005) where he was chief counsel to the Assistant Attorney General on issues related to anti-human trafficking efforts, among other division issues. From 2001 to 2003, Mr. Reyes was Counsel to the Assistant Attorney General for the Civil Division where he provided counsel to the head of the division and led the supervision over various Division litigation efforts, including the U.S. government litigation versus the tobacco industry and several civil defensive matters. From 1998 to 2001, Mr. Reyes served as an Assistant Attorney General for the State of Texas, handling a robust civil litigation practice at the trial and appellate levels in both state and federal court. Mr. Reyes has been granted numerous high-level security clearances after successfully passing requisite extensive FBI background checks multiple times. Mr. Reyes received a B.A. from the University of Texas and a J.D. from the University of Texas School of Law. We believe that Mr. Reyes is qualified to serve as a member of our board of directors because of his extensive legal experience.

Mark Lev (Independent Board Member)

Mark is the President of Fenway Sports Management (FSM) – a global sports marketing firm that, alongside the Boston Red Sox, Liverpool Football Club, Roush Fenway Racing and New England Sports Network (NESN), make up the Fenway Sports Group (FSG) portfolio of companies. In his capacity as President, Mr. Lev oversees all critical aspects of FSM's business and is ultimately responsible for the firm's growth, profitability and strategic direction. As one its founding employees, Mr. Lev has played a key role in building FSM from a two-person agency into, what is today, a 35-person firm that serves as the entrepreneurial arm of FSG with revenues in excess of $30M and with offices in Boston, New York City and Boca Raton, Florida. We believe that Mr. Lev is qualified to serve as a member of our board of directors because of his extensive business and management experience.

Family Relationships and Other Arrangements

There are no family relationships among our directors and executive officers. Other than as set forth above, there are no arrangements or understandings between or among our executive officers and directors pursuant to which any director or executive officer was or is to be selected as a director or executive officer.

Involvement in Certain Legal Proceedings

To our knowledge, during the last ten years, none of our directors, executive officers (including those of our subsidiaries), promoters or control persons have:

- had a bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;
- been convicted in a criminal proceeding or been subject to a pending criminal proceeding, excluding traffic violations and other minor offenses;
- been subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities;
- been found by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, or SEC, or the Commodities Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated; and
- been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization, any registered entity, or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Board Leadership Structure and Role in Risk Oversight

Since inception, we have separated the roles of Chairman of the Board ("Chairman") and Chief Executive Officer ("CEO"). Although the separation of roles has been appropriate for us during this time period, in the view of the Board, the advisability of the separation of these roles depends upon the specific circumstances and dynamics of our leadership.

As Chairman Al Weiss will serve as the primary liaison between the CEO and the independent directors and provides strategic input and counseling to the CEO. With input from other members of the Board, committee chairs and management, he will preside over meetings of the Board.

The Board, as a unified body and through its committee participation, will organize the execution of its monitoring and oversight roles and does not expect the Chairman to organize those functions. Our primary rationale for separating the positions of Chairman and CEO is the recognition of the time commitments and activities required to function effectively as the Chairman and as the CEO of a company with a relatively flat management structure. The separation of roles has permitted the Board to recruit senior executives into the CEO position with skills and experience that meet the Board's planning for the position, some of which such individuals may not have extensive public company board experience.

The Board has three standing committees: Audit, Compensation and Corporate Governance/Nominating. The membership of each of the committees of the Board is comprised of independent directors, with each of the committees having a chairman, each of whom is an independent director. Our non-management members of the Board will meet in executive session at each regular Board meeting. The charter of each committee will be available on our website at www.EzFillApp.com.

Risk is inherent with every business, and how well a business manages risk can ultimately determine its success. Management is responsible for the day-to-day management of the risks we face, while the Board, as a whole and through its committees, has responsibility for the oversight of risk management. In its risk oversight role, the Board is responsible for satisfying itself that the risk management processes designed and implemented by management are adequate and functioning as designed.

The Board believes that establishing the right "tone at the top" and that full and open communication between executive management and the Board are essential for effective risk management and oversight. Our CEO communicates frequently with members of the Board to discuss strategy and challenges facing our company. Each quarter, the Board will receive presentations from senior management on matters involving our key areas of operations.

Audit Committee

We have a separately-designated standing Audit Committee established in accordance with Section 3(a)(58)(A) of the Securities Exchange Act of 1934, as amended, or the Exchange Act. The Audit Committee's responsibilities include, among other things: (i) selecting and retaining an independent registered public accounting firm to act as our independent auditors, setting the compensation for our independent auditors, overseeing the work done by our independent auditors and terminating our independent auditors, if necessary, (ii) periodically evaluating the qualifications, performance and independence of our independent auditors, (iii) pre-approving all auditing and permitted non-audit services to be provided by our independent auditors, (iv) reviewing with management and our independent auditors our annual audited financial statements and our quarterly reports prior to filing such reports with the Securities and Exchange Commission, or the SEC, including the results of our independent auditors' review of our quarterly financial statements, and (v) reviewing with management and our independent auditors significant financial reporting issues and judgments made in connection with the preparation of our financial statements. The Audit Committee also prepares the Audit Committee report that is required to be included in our annual proxy statement pursuant to the rules of the SEC. We have adopted an audit committee charter which following the consummation of this offering will be posted on our investor website.

As of the completion of this offering the Audit Committee will consist of three members, the chairman of the Audit Committee is Mr. Jack Levine. Other committee members will be Mr. Reyes and Mr. Weiss. Under the applicable rules and regulations of NASDAQ, each member of must be considered independent in accordance with NASDAQ Listing Rule 5605(c)(2)(A)(i) and (ii) and Rule 10A-3(b)(1) under the Exchange Act. The Board has determined that each of the members is "independent" as that term is defined under applicable NASDAQ and SEC rules. Mr. Jack Levine is our audit committee financial expert.

Compensation Committee

We have a separately-designated Compensation Committee. The purpose of the Compensation Committee is to discharge the Board's responsibilities relating to compensation of our directors and executive officers. The Compensation Committee has responsibility for, among other things, (i) recommending to the Board for approval the overall compensation philosophy for our company and periodically reviewing the overall compensation philosophy for all employees to ensure it is appropriate and does not incentivize unnecessary and excessive risk taking, (ii) reviewing annually and making recommendations to the Board for approval, as necessary or appropriate, with respect to our compensation plans, (iii) based on an annual review, determining and approving, or at the discretion of the Compensation Committee, recommending to the Board for determination and approval, the compensation and other terms of employment of each of our officers, (iv) reviewing and making recommendations to the Board with respect to the compensation of directors, (v) overseeing our regulatory compliance with respect to compensation matters, (vi) reviewing and discussing with management, prior to the filing of our annual proxy statement or annual report on Form 10-K, our disclosure relating to executive compensation, including our Compensation Discussion and Analysis and executive and director compensation tables as required by SEC rules, and (vii) preparing an annual report regarding executive compensation for inclusion in our annual proxy statement or our annual report on Form 10-K. The Compensation Committee has the power to form one or more subcommittees, each of which may take such actions as may be delegated by the Compensation Committee.

We have adopted a compensation committee charter, which after the consummation of this offering will be posted on our investor website. The charter of the Compensation Committee grants the Compensation Committee authority to select, retain, compensate, oversee and terminate any compensation consultant to be used to assist in the evaluation of director, chief executive officer, officer and our other compensation and benefit plans and to approve the compensation consultant's fees and other retention terms. The Compensation Committee is directly responsible for the appointment, compensation and oversight of the work of any internal or external legal, accounting or other advisors and consultants retained by the Compensation Committee. The Compensation Committee may also select or retain advice and assistance from an internal or external legal, accounting or other advisor as the Compensation Committee determines to be necessary or advisable in connection with the discharge of its duties and responsibilities and will have the direct responsibility to appoint, compensate and oversee any such advisor

As completion of this offering the, the Compensation Committee will consist of three members, the chairman of the Compensation Committee is Mr. Luis Reyes. Other committee members will be Mr. Levine and Mr. Lev. The Board has determined that all of the members are "independent" under NASDAQ Listing Rule 5602(a)(2).

Corporate Governance/Nominating Committee

The Corporate Governance/Nominating Committee has responsibility for assisting the Board in, among other things, (i) effecting Board organization, membership and function, including identifying qualified board nominees, (ii) effecting the organization, membership and function of the committees of the Board, including the composition of the committees of the Board and recommending qualified candidates for the committees of the Board, (iii) evaluating and providing successor planning for the chief executive officer and our other executive officers, (iv) identifying and evaluating candidates for director in accordance with certain general and specific criteria, (v) developing and recommending to the Board Corporate Governance Guidelines and any changes thereto, setting forth the corporate governance principles applicable to us, and overseeing compliance with the our Corporate Governance Guidelines, and (vi) reviewing potential conflicts of interest involving directors and determining whether such directors may vote on issues as to which there may be a conflict. The Corporate Governance/Nominating Committee is responsible for identifying and evaluating candidates for director. Potential nominees are identified by the Board based on the criteria, skills and qualifications that are deemed appropriate by the Corporate Governance/Nominating Committee. The Corporate Governance/Nominating Committee believes that candidates for director should have certain minimum qualifications, including high character and integrity, an inquiring mind and vision, willingness to ask hard questions, ability to work well with others, freedom from conflicts of interest, willingness to devote sufficient time to the Company's affairs, diligence in fulfilling his or her responsibilities and the capacity and desire to represent the best interests of the Company and our stockholders as a whole and not primarily a special interest group or constituency. While our nominating criteria does not prescribe specific diversity standards, the Corporate Governance/Nominating Committee and its independent members seek to identify nominees that have a variety of perspectives, professional experience, education, difference in viewpoints and skills, and personal qualities that will result in a well-rounded Board. We have adopted a corporate governance/nominating committee charter which following the consummation of this offering will be posted on our investor website.

As of completion of this offering, the Corporate Governance/Nominating Committee will consist of three members. Mr. Jack Levine is the chairman of the Corporate Governance/Nominating Committee. Other committee members will be Mr. Lev and Mr. Reyes. The Board has determined that all of the members are "independent" under NASDAQ Listing Rule 5605(a)(2).

Code of Business Conduct and Ethics

As of the completion of this offering we will have adopted a formal Code of Business Conduct and Ethics applicable to all Board members, officers and employees. Our Code of Business Conduct and Ethics will be found on our website EzFillApp.com.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table provides certain summary information concerning compensation awarded to, earned by or paid to our Principal Executive Officer, Principal Financial Officer and our other highest paid executive officer whose total annual salary and bonus exceeded $100,000 (collectively, the "named executive officers") from our formation in March 2019 through December 31, 2020. The Company did not pay any other executive officer more than $100,000 during the year ended December 31, 2020 and the period through December 31, 2019.

Name and Principal Position	Year	Salary ($)	Non-Equity Incentive Plan Compensation ($)	Option Awards ($)	Stock Awards ($) (1)	Total ($)
Michael McConnell	2020	65,753			$ 200,000	$ 265,753
Chief Executive Officer	2019	-	-	-	-	-
Michael Farkas, Founder	2020	-	-	-	-	-
Former President and Executive Chairman	2019	-		--	-	-
Cheryl Hanrehan	2020	66,575	-	-	$ 100,000	$ 166,575
Chief Operating Officer	2019	-	-	-	-	-

(1) 200,000 and 100,000 shares of the Company's common stock were granted to Mr. McConnell and Ms. Hanrehan, respectively, as a signing bonus. Those shares will vest upon the Company's completion of a successful IPO.

Employment and Director Agreements

Executive Employment Agreements

We have entered into an employment agreement with Michael McConnell pursuant to which on October 12, 2020 Mr. McConnell began serving as the Company's Chief Executive Officer. Under the employment agreement Mr. McConnell is being paid $300,000 annually and will be entitled to a target annual cash performance bonus equal to 40% of his base salary based on the achievement of certain agreed upon performance indicators. Mr. McConnell's salary will automatically increase by 10% on each anniversary of his employment start date. Under the employment agreement we also issued Mr. McConnell a signing bonus of $200,000 of the Company's restricted common stock based on a share price of $1.00 per share, which will vest upon the completion of the Company's initial public offering. Mr. McConnell will also be entitled to receive an annual award under the Company's incentive plan that is equal to 50% of his salary of which 25% of such grant will be in the form of restricted common stock and the remaining 75% shall be in the form of options to purchase common stock. The grants of the restricted common stock under the incentive plan will vest one year from the date of such grant and the options shall vest in equal one-third increments on each anniversary of the date they were granted. The term of Mr. McConnell's employment agreement is for three years, provided that it will renew automatically for additional one year terms unless the Company provides notice of termination for at least 30 days prior to the end of

the term. The employment agreement provides for salary continuation and benefits for 12 months in the event of termination without cause, or resignation with good reason, as defined (including following a change in control).

We have entered into an employment agreement with Arthur Levine, pursuant to which on March 1, 2021 Mr. Levine began serving as the Company's Chief Financial Officer. Under the employment agreement Mr. Levine is being paid $225,000 annually and will be entitled to a target annual cash performance bonus equal to 40% of his base salary based on the achievement of certain agreed upon performance indicators. Mr. Levine's salary will automatically increase by 5% on each anniversary of his employment start date. Under the employment agreement we also issued Mr. Levine a signing bonus of $100,000 of the Company's restricted common stock based on a share price of $1.00 per share, which will vest upon the completion of the Company's initial public offering. Mr. Levine will also be entitled to receive an annual award under the Company's incentive plan that is equal to 50% of his salary of which 25% of such grant will be in the form of restricted common stock and the remaining 75% shall be in the form of options to purchase common stock. The grants of the restricted common stock under the incentive plan will vest one year from the date of such grant and the options shall vest in equal one-third increments on each anniversary of the date they were granted. The term of Mr. Levine's employment agreement is for three years, provided that it will renew automatically for additional one year terms unless the Company provides notice of termination for at least 30 days prior to the end of the term. The employment agreement provides for salary continuation and benefits for 12 months in the event of termination without cause, or resignation with good reason, as defined (including following a change in control).

We have entered into an employment agreement with Cheryl Hanrehan, pursuant to which on September 14, 2020 Ms. Hanrehan began serving as the Company's Chief Operating Officer. Under the employment agreement Ms. Hanrehan is being paid $225,000 annually and will be entitled to a target annual cash performance bonus equal to 40% of her base salary based on the achievement of certain agreed upon performance indicators. Ms. Hanrehan's salary will automatically increase by 5% on each anniversary of her employment start date. Under the employment agreement we also issued Ms. Hanrehan a signing bonus of $100,000 of the Company's restricted common stock based on a share price of $1.00 per share, which will vest upon the completion of the Company's initial public offering. Ms. Hanrehan will also be entitled to receive an annual award under the Company's incentive plan that is equal to 50% of her salary of which 25% of such grant will be in the form of restricted common stock and the remaining 75% shall be in the form of options to purchase common stock. The grants of the restricted common stock under the incentive plan will vest one year from the date of such grant and the options shall vest in equal one-third increments on each anniversary of the date they were granted. The term of Ms. Hanrehan's employment agreement is for three years, provided that it will renew automatically for additional one year terms unless the Company provides notice of termination for at least 30 days prior to the end of the term. The employment agreement provides for salary continuation and benefits for 12 months in the event of termination without cause, or resignation with good reason, as defined (including following a change in control).

We have entered into an agreement with Richard Dery pursuant to which on November 2, 2020, he began serving as our Chief Commercial Officer as a consultant. In February 2021, Mr. Dery began serving as a full time employee in the same role. Under this agreement, Mr. Dery is being paid $275,000 per year and will be entitled to a target annual cash performance bonus equal to 45% of his base salary based on the achievement of certain agreed upon performance indicators. Mr. Dery's annual salary will automatically increase by 5% on each anniversary of his start date. Mr. Dery was issued 100,000 shares of our common stock as a signing bonus based on a per share price of $1.00 per share, which will vest upon the completion of the Company's initial public offering. Mr. Dery also be entitled to receive an annual award under the Company's incentive plan that is equal to 50% of his salary of which 50% of such grant will be in the form of restricted common stock and the remaining 50% will be in in the form of options to purchase common stock. The grants of the restricted common stock under the incentive plan will vest one year from the date of such grant and the options shall vest in equal one-third increments on each anniversary of the date they were granted. The term of Mr. Dery's employment agreement is for three years, provided that it will renew automatically for additional one year terms unless the Company provides notice of termination at least 30 days prior to the end of the term. The employment agreement provides for salary continuation and benefits for 12 months in the event of termination without cause, or resignation with good reason, as defined (including following a change in control).

Director Agreements:

Our directors have agreed to serve upon the closing of this offering. Each of our directors have entered into a letter agreement with us. The agreement provides that the director will receive such compensation as is approved by the Company's compensation committee from time to time and that under the current compensation structure each director shall receive a signing bonus of $50,000 of shares valued at $1.00 per share as well as $40,000 in cash and $60,000 in shares annually. Board members will also receive additional amounts for committee service as well as meeting attendance. For serving as Non-Executive Chairman of the Board, Allen Weiss shall receive $75,000 annually and $125,000 in restricted stock. The agreement also provides that the director shall not sell any shares of the Company's common stock that they receive for six months from the receipt of such shares. The Agreement also specifies which, if any, committees the director will serve on. The agreement also provides that the Company will reimburse the director reasonable documented expenses relating to the director's attendance at meetings of the board and reasonable out of pocket expenses incurred in connection with the performance of the director's duties as a member of the board.

2020 Equity Incentive Plan

On August 1, 2020, our board of directors approved the EzFill Holdings, Inc. 2020 Equity Incentive Plan. We have reserved 1,917,900 of our outstanding shares of our common stock for issuance under the 2020 Equity Incentive Plan (the 2020 Plan). Participation in the 2020 Plan will continue until all of the benefits to which the participants are entitled have been paid in full.

Description of Awards under the 2020 Plan

Awards to Company Employees. Under the 2020 Plan, the compensation committee, or the committee, which will administer the plan, may award to eligible employees incentive and nonqualified stock options, stock appreciation rights, restricted stock, restricted stock units, performance units and performance shares.

Awards to Non-Employees. The Committee may award to non-employees, including non-employee directors, non-qualified stock options, stock appreciation rights, or SARs, restricted stock and restricted stock units.

Stock Options

The Committee has discretion to award incentive stock options, or ISOs, which are intended to comply with Section 422 of the Code, or nonqualified stock options, or NQSOs, which are not intended to comply with Section 422 of the Code. The exercise price of an option may not be less than the fair market value of the underlying shares of common stock on the date of grant. The 2020 Plan defines "fair market value" as the closing sale price at which shares of our common stock have been sold regular way on the principal securities exchange on which the shares are traded.

Stock Appreciation Rights

The Committee may award SARs under the 2020 Plan upon such terms and conditions as it may establish. At the discretion of the Committee, the payment upon SAR exercise may be in cash, in shares of Company common stock of equivalent value, or in some combination thereof. The Committee's determination regarding the form of payment for the exercised SAR will be set forth in the award agreement.

Restricted Stock

The Committee may impose restrictions and conditions as to awards of shares of restricted stock as it deems advisable. As specified in the relevant award agreement, restrictions may include a requirement that participants pay a stipulated purchase price for each share of restricted stock, restrictions based upon the achievement of specific performance goals (Company-wide, divisional and/or individual), time-based restrictions on vesting following the attainment of the performance goals and/or restrictions under applicable federal or state securities laws.

We may retain in our possession the certificates representing shares of restricted stock until the time when all conditions and/or restrictions applicable to those shares awarded under the 2020 Plan have been satisfied. Generally, shares of restricted stock covered by each restricted stock grant made under the 2020 Plan will become freely transferable by the participant following the last day of the applicable period of restriction. However, even after the satisfaction of the restrictions and conditions imposed by the 2020 Plan and the particular award agreement, shares owned by an affiliate of the Company will be subject to restrictions on transfer under the Securities Act.

Awards to Employees. The Committee may choose to award shares of restricted stock under the 2020 Plan upon such terms and conditions as it may establish. The award agreement will specify the period(s) of restriction, the number of shares of restricted stock granted, the requirement that a participant pay a stipulated purchase price for each share, restrictions based upon the achievement of specific performance objectives, other restrictions governing the subject award and/or restrictions under applicable federal or state securities laws. Recipients may have the right to vote these shares from the date of grant, as determined by the Committee on the date of award. As determined by the Committee on the date of award, participants may receive dividends on their shares of restricted stock. Dividends accrued on restricted stock will be paid only if the restricted stock vests.

Each award agreement for restricted stock will specify the extent to which the participant will have the right, if any, to retain unvested restricted stock following termination of the participant's employment with the Company. In its sole discretion, the Committee will make these determinations; these provisions need not be uniform among all awards of restricted stock issued under the 2020 Plan and may reflect distinctions based on reasons for termination of employment.

Awards to Non-Employee Directors. Restricted stock awards to non-employee Directors will be subject to the restrictions for a period, which will commence upon the date when the restricted stock is awarded and will end on the earliest of the first to occur of the following:

- the retirement of the non-employee Director from the board of directors in compliance with the board's retirement policy as then in effect;
- the termination of the non-employee Director's service on the board of directors as a result of the non-employee Director's not being nominated for reelection by the board of directors;
- the termination of the non-employee Director's service on the board of directors because of the non-employee Director's resignation or failure to stand for reelection with the consent of the board (which means approval by at least 80% of the Directors voting, with the affected non-employee Director abstaining);
- the termination of the non-employee Director's service on the board of directors because the non-employee Director, although nominated for reelection by the board of directors, is not reelected by the stockholders;
- the termination of the non-employee Director's service on the board of directors because of (i) the non-employee Director's resignation at the request of the nominating and corporate governance of the board of directors, (ii) the non-employee Director's removal by action of the stockholders or by the board of directors, or (iii) a change in control of the Company, as defined in the 2020 Plan;
- the termination of the non-employee Director's service on the board of directors because of disability or death; or
- the vesting of the award in accordance with its terms.

As of the date specified by the Committee, each non-employee Director will be awarded that number of shares of restricted stock as determined by the board of directors, after consideration of the recommendations of the Committee. A non-employee Director who is first elected to the board of directors on a date subsequent to the date so specified will be awarded that number of shares of restricted stock as determined by the board of directors, after consideration of the recommendations of the Committee. The amount of the award for the upcoming 2020 Plan year will be disclosed in the Company's proxy statement for the Company's annual meeting of stockholders.

Restricted Stock Units

The Committee may award restricted stock units, or RSUs. Each RSU will have a value equal to the fair market value of a share of the Company's common stock on the date of grant. In its discretion, the Committee may impose conditions and restrictions on RSUs, as specified in the RSU award agreement, including restrictions based upon the achievement of specific performance goals and time-based restrictions on vesting. As determined by the Committee at the time of the award, settlement of vested RSUs may be made in the form of cash, shares of Company stock, or a combination of cash and Company stock. Settlement of vested RSUs will be in a lump sum as soon as practicable after the vesting date but in no event later than two and one-half (2½) months following the vesting date. The amount of the settlement will equal the fair market value of the RSUs on the vesting date. Each RSU will be credited with an amount equal to the dividends paid on a share of Company stock between the date of award and the date the RSU is paid to the participant, if at all. Dividend equivalents will vest, if at all, upon the same terms and conditions governing the vesting of the RSUs under the 2020 Plan. Payment of the dividend equivalent will be paid at the same time as payment of the RSU. The holders of RSUs will have no voting rights.

Each award agreement for RSUs will specify the extent to which the participant will have the right, if any, to retain unvested RSUs following termination of the participant's employment with the Company or, in the case of a non-employee Director, service with the board of directors. In its sole discretion, the Committee will make these determinations; these provisions need not be uniform among all awards of RSUs issued under the 2020 Plan and may reflect distinctions based on reasons for termination of employment or, in the case of a non-employee Director, service with the board of directors.

Performance Units/Performance Shares

The Committee has the discretion to award performance units and performance shares under the 2020 Plan upon such terms and conditions as it may establish, as evidenced in the relevant award agreement. Performance units will have an initial value as determined by the Committee, whereas performance shares will have an initial value equal to one share of common stock on the date of award. At the time of the award of the performance units or shares, the Committee in its discretion will establish performance goals which, depending on the extent to which they are met, will determine the number and/or value of performance units or shares that will be paid out to the participant. Under the terms of the 2020 Plan, after the applicable performance period has ended, the holder of performance units or shares will be entitled to receive payout on the number and value of performance units or shares earned by the participant over the performance period. The payout on the number and value of the performance units and performance shares will be a function of the extent to which corresponding performance goals are met.

Change in Control

In the event of a change in control, as defined in the 2020 Plan, generally all options and SARs granted under the 2020 Plan will vest and become immediately exercisable; and restriction periods and other restrictions imposed on restricted stock and RSUs will lapse.

Non-transferability

No award under the 2020 Plan may be sold, transferred, pledged, assigned or otherwise transferred in any manner by a participant except by will or by the laws of descent and distribution; and any award will be exercisable during a participant's lifetime only by the participant or by the participant's guardian or legal representative. These limitations may be waived by the Committee, subject to restrictions imposed under the SEC's short-swing trading rules and federal tax requirements relating to incentive stock options.

Duration of the 2020 Plan

The 2020 Plan will remain in effect until all shares subject to the 2020 Plan have been purchased or acquired under the terms of the 2020 Plan, and all performance periods for performance-based awards granted under the 2020 Plan have been completed. However, no award is permitted to be granted under the 2020 Plan on or after the day prior to the tenth anniversary of the date the board of directors approved the 2020 Plan. The board of directors, upon recommendation of the Committee, may at any time amend, suspend or terminate the 2020 Plan in whole or in part for any purpose the Committee deems appropriate, subject, however, to the limitations referenced in "Adjustment and Amendments" above.

Stock Option Plans

We intend to file one or more registration statements on Form S-8 under the Securities Act to register our shares issued or reserved for issuance under the 2020 Equity Incentive Plan. We expect to file the first such registration statement soon after the date of this prospectus and such registration statement will automatically become effective upon filing with the Securities and Exchange Commission. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above. As of the date of this prospectus, we estimate that such registration statement on Form S-8 will cover 1,917,900 shares.

Outstanding Equity Awards at Fiscal Year End

We have granted a total of 259,050 shares to executives and other employees during 2020 and 2021.

Director Compensation

From our formation in March 2019 through March 31, 2020, we did not pay our directors any compensation for serving on our board. Subject to the completion of this offering, our independent board members will be compensated for their service on the board.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The following is a description of transactions or series of transactions since inception, or any currently proposed transaction, to which we were or are to be a participant and in which the amount involved in the transaction or series of transactions exceeds $120,000, and in which any of our directors, executive officers or persons who we know hold more than five percent of any class of our capital stock, including their immediate family members, had or will have a direct or indirect material interest, other than compensation arrangements with our directors and executive officers.

We accepted notes payable from related parties in an aggregate amount of $560,000 from inception to date. The outstanding notes payable to related parties are:

4/4/19 remaining $200,000 note payable to LH MA 2 LLC;
5/8/2019 remaining $10,000 note payable to LH MA 2 LLC;
5/8/2019 $20,000 note payable to The Farkas Group, Inc.

On April 5, 2019, the Company issued a total of 6,659,375 shares of common stock to the two founders.

In December 2020, the Company issued 266,375 shares of common stock to a related party for consulting services.

During the twelve months ended December 31, 2020 and 2019, the Company issued 106,550 and -0- shares of common stock to executives as a signing bonus, respectively. During the first quarter of 2021, 26,638 shares were issued to an executive.

We entered into a consulting agreement, dated November 18, 2020 with Balance Labs, Inc. Pursuant to the Consulting Agreement, Balance Labs will provide consulting services to us including assisting us with our initial public offering and assisting us with introductions to, and assistance with, negotiating and entering agreements with potential fleet, residential, marine and corporate customers that Balance Labs has relationships with. Balance Labs will also assist us with our expansion efforts. Under the Consulting Agreement, in payment of services that Balance Labs has already provided to us, we issued Balance Labs 266,375 shares of our common stock in November 2020. Upon the completion of our initial public offering we will make a one-time payment of $200,000 to Balance Labs. During the first year of the term of the Consulting Agreement, we will pay Balance Labs $25,000 per month, provided that no payments will be due until after the completion of our initial public offering. In the second year of the agreement, the payment will decrease to $22,500 per month. On each anniversary of the initial term and the renewal terms we will issue Balance Labs 133,188 shares of our common stock. The term of the Consulting Agreement is for two years provided that either party may terminate the Consulting Agreement at will and without cause upon 15 days' advance written notice to the other party. Should we elect to terminate the Consulting Agreement, without cause, prior to the end of the initial term of the Consulting Agreement, all Monthly Payments and Annual Bonuses for the initial term will become immediately due and payable. No payments will be due if we terminate the Consulting Agreement prior to the end of the initial term for cause. Michael Farkas is the President, CEO, CFO and Chairman of the Board of Balance Labs. Mr. Farkas is also our former president and beneficially owns approximately 38.5% of our common stock as of April 9, 2021.

On March 10, 2021, the Company borrowed a total of $300,000 and issued promissory notes for $100,000 to each of the following related parties: LH MA 2 LLC, The Farkas Group, Inc., Fuel Butler, LLC. The notes bear interest at a rate of 1% per month. The principal and interest thereon are payable on March 10, 2022 or upon completion of the Company's initial public offering if earlier. In connection with these loans, each lender was issued 10,000 shares of the Company's common stock for a total of 30,000 shares.

Richard Dery, one of the Company's executive officers, owns 20% of the shares of Fuel Butler, LLC, which is party to Technology License Agreement signed on April 7, 2021 with the Company. Under the agreement, the Company will license proprietary technology that will enable the expansion of the Company's service into certain other markets. Under the terms of the license, the Company issued 266,375 shares of its common stock to the licensor upon signing. The Company also issued 332,969 shares to the licensor in May 2021 upon the filing of a patent application related to the licensed technology. The Company will issue up to 918,994 additional shares to the licensor upon the achievement of certain milestones. In addition, the Company has granted stock options for 532,750 shares at an exercise price of $3.76 per share that will become exercisable for three years after the end of the fiscal year in which certain sales levels are achieved using the licensed technology. The Company has the option for four years after the achievement of certain milestones to either acquire the technology or acquire the licensor for the purchase price of 1,065,500 of its common shares. Until the Company exercise one of these options, it will share with the licensor 50% of pre-revenue costs and 50% of the net revenue, as defined, from the use of the technology. The Company does not expect any revenue from this agreement until at least 2022.

Policies for Approval of Related Party Transactions

Our board of directors reviews and approves transactions with directors, officers and holders of 5% or more of our voting securities and their affiliates, or each, a related party. Prior to this offering, the material facts as to the related party's relationship or interest in the transaction are disclosed to our board of directors prior to their consideration of such transaction, and the transaction is not considered approved by our board of directors unless a majority of the directors who are not interested in the transaction approve the transaction. Further, when stockholders are entitled to vote on a transaction with a related party, the material facts of the related party's relationship or interest in the transaction are disclosed to the stockholders, who must approve the transaction in good faith.

In connection with this offering, we intend to adopt a written related party transactions policy that such transactions must be approved by our audit committee or another independent body of our board of directors.

Director Independence

Our Board has determined that a majority of the Board consists of members who are currently "independent" as that term is defined under Nasdaq Listing Rule 5605(a)(2). The Board considers Allen Weiss, Jack Levine, Luis Reyes and Mark Lev to be "independent."

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information regarding beneficial ownership of shares of our common stock as of May 28, 2021 by (i) each person known to beneficially own more than 5% of our outstanding common stock, (ii) each of our directors, (iii) each of our named executive officers, and (iv) all of our directors and executive officers as a group. Except as otherwise indicated, the persons named in the table below have sole voting and investment power with respect to all shares beneficially owned, subject to community property laws, where applicable.

Name of Beneficial Owner (1)	Shares of Common Stock Beneficially Owned	Percentage(2)
Beneficial Owners of more than 5%		
The Farkas Group, Inc (3)	3,386,898	18.0%
SIF Energy LLC (3)	3,104,068	16.5%
Balance Labs (3)	266,375	1.4%
Jacob Sod (4)	6,447,559	34.3%
Executive Officers and Directors:		
Jack Levine (5)	106,550	*
Michael McConnell, CEO and Director	53,275	*
Cheryl Hanrehan, COO and Director	26,638	*
Richard Dery, CCO and Director (6)	147,039	*
Arthur Levine, CFO	26,638	*
All Officers and Directors as a Group (5 persons)	360,140	1.9%

*Less than 1%

(1) The address of each of the officers and directors is c/o 2125 Biscayne Blvd, #309 Miami, FL 33137; the address of Michael D. Farkas is 1221 Brickell Avenue, Ste. 900, Miami, FL 33131; the address for Jacob Sod is 58 Larch Hill Road, Lawrence, NY 11559

(2) The calculation in this column is based upon 70,467,864 shares of common stock outstanding on May 28, 2021. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to the subject securities. Shares of common stock that are currently exercisable or exercisable within 60 days of May 28, 2021 are deemed to be beneficially owned by the person holding such securities for the purpose of computing the percentage beneficial ownership of such person, but are not treated as outstanding for the purpose of computing the percentage beneficial ownership of any other person.

(3) Michael D. Farkas has voting and investment control of the shares of common stock held by the Farkas Group, Inc., SIF Energy LLC and Balance Labs, Inc.

(4) The shares of common stock are held by LH MA 2 LLC; and Crestview 360 Holdings, LLC. Jacob Sod has voting and investment control of the shares of common stock held by these entities.

(5) Jack Levine holds these shares through an entity Cameo Life Sciences Investments, LLC

(6) Richard Dery owns 20% of Fuel Butler, LLC, which holds 599,334 shares of the Company's stock

DESCRIPTION OF CAPITAL STOCK

The following descriptions are summaries of the material terms of our amended and restated certificate of incorporation and amended and restated bylaws, which will be effective upon closing of this offering. The descriptions of the common stock and preferred stock give effect to changes to our capital structure that will occur immediately prior to the closing of this offering. We refer in this section to our amended and restated certificate of incorporation as our certificate of incorporation, and we refer to our amended and restated bylaws as our bylaws.

General

Upon completion of this offering, our authorized capital stock will consist of five hundred million (500,000,000) shares of common stock, par value $.0001 per share, and fifty million (50,000,000) shares of preferred stock, par value $.0001 per share, all of which shares of preferred stock will be undesignated.

As of May 28, 2021, 18,750,000 shares of our common stock were outstanding and held by stockholders of record.

Common Stock

The holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of the stockholders. The holders of our common stock do not have any cumulative voting rights. Holders of our common stock are entitled to receive ratably any dividends declared by the board of directors out of funds legally available for that purpose, subject to any preferential dividend rights of any outstanding preferred stock. Our common stock has no preemptive rights, conversion rights or other subscription rights or redemption or sinking fund provisions.

In the event of our liquidation, dissolution or winding up, holders of our common stock will be entitled to share ratably in all assets remaining after payment of all debts and other liabilities and any liquidation preference of any outstanding preferred stock. The shares to be issued by us in this offering will be, when issued and paid for, validly issued, fully paid and non-assessable.

Preferred Stock

Our board of directors will have the authority, without further action by our stockholders, to issue up to 50,000,000 shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting, or the designation of, such series, any or all of which may be greater than the rights of common stock. The issuance of our preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon our liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change in control of our company or other corporate action.

We do not have preferred stock outstanding.

Appointment of Directors

Our Certificate of Incorporation provides that subject to any limitations imposed by applicable law and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders and except as otherwise provided by applicable law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified.

Amendments of our Bylaws

The Board of Directors is expressly empowered to adopt, amend or repeal our Bylaws. Any adoption, amendment or repeal of our Bylaws shall require the approval of a majority of the authorized number of directors. Our stockholders shall also have power to adopt, amend or repeal the Bylaws of the Company; *provided, however,* that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by our Amended and Restated Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class.

Stock Options

As of May 28, 2021, there were stock options outstanding to purchase 74,585 shares of common stock pursuant to loans to the Company and stock options to purchase 95,010 shares of common stock pursuant to consulting agreements.

Registration Rights

Our shareholders do not have any registration rights.

Section 203 of the Delaware General Corporation Law

Upon completion of this offering, we will be subject to the provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that this stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, lease, pledge or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;

- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; and
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Exchange Listing

We have applied to list our common stock on the Nasdaq Capital Market under the symbol "EZFL". We believe that upon completion of the offering contemplated by this prospectus, we will meet the standards for listing on the Nasdaq Capital Market, however, we cannot guarantee that we will be successful in listing our common the Nasdaq Capital Market. We will not consummate this offering unless our common stock will be listed on the Nasdaq Capital Market.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be Worldwide Stock Transfer. The transfer agent and registrar's address is One University Plaza, Suite 505, Hackensack, NJ 07601.

Choice of Forum

Our Amended and Restated Certificate of Incorporation provides that unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company; (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders; (iii) any action asserting a claim against the Company arising pursuant to any provision of the General Corporation Law of Delaware, the Amended and Restated Certificate of Incorporation or the Bylaws of the Company; or (iv) any action asserting a claim against the Company governed by the internal affairs doctrine. To the extent that any such claims may be based upon federal law claims, Section 27 of the Securities Exchange Act of 1934, as amended, creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Furthermore, Section 22 of the Securities Act of 1933, as amended, provides for concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder, and as such, the exclusive jurisdiction clauses of our Amended and Restated Certificate of Incorporation would not apply to such suits. The choice of forum provisions in our Amended and Restated Certificate of Incorporation may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. By agreeing to these provisions, however, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. Furthermore, the enforceability of similar choice of forum provisions in other companies' certificates of incorporation and bylaws has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. If a court were to find the choice of forum provisions in our Amended and Restated Certificate of Incorporation" to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our shares. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Based on the number of shares outstanding as of the date of this prospectus, upon the completion of this offering, 25,000,000 shares of our common stock will be outstanding, assuming no exercise of the underwriters' over-allotment option to purchase additional shares. Of the outstanding shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our affiliates, as that term is defined in Rule 144 under the Securities Act, may only be sold in compliance with the limitations described below.

Rule 144

In general, a person who has beneficially owned restricted stock for at least six months would be entitled to sell his securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Securities Exchange Act of 1934, as amended, periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted shares for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares then outstanding, which will equal approximately 250,000 shares immediately after this offering assuming no exercise of the underwriters' option to purchase additional shares, based on the number of shares outstanding as of the date of this prospectus; or
- the average weekly trading volume of our common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Provided, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Rule 701 under the Securities Act, as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under "Underwriting" included elsewhere in this prospectus and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

Lock-up Agreements

In connection with this offering, certain of our current stockholders as of the date of this prospectus and all of our executive officers and directors have signed lock-up agreements which prevent them from selling any of our common stock or any securities convertible into or exercisable or exchangeable for common stock for a period of 180 days and 365 days, respectively, from the date of the prospectus for this offering without the prior written consent of the Representative. The Representative may in its sole discretion and at any time without notice release some or all of the shares subject to the lock-up agreements prior to the expiration of the 365-day or 180-day period, as applicable. When determining whether or not to release shares from the lock-up agreements, the Representative will consider, among other factors, the stockholder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time.

UNDERWRITING

ThinkEquity, a division of Fordham Financial Management, Inc., is acting as the Representative of the underwriters of the offering. We have entered into an underwriting agreement dated 2021 with the Representative. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to each underwriter named below, and each underwriter named below has severally agreed to purchase, at the public offering price less the underwriting discounts set forth on the cover page of this prospectus, the number of shares of common stock at the initial public offering price, less the underwriting discounts and commissions, as set forth on the cover page of this prospectus, the number of shares of common stock listed next to its name in the following table:

Underwriter	Number of Shares
ThinkEquity, a division of Fordham Financial Management, Inc.	6,250,000
Total	6,250,000

The underwriters are committed to purchase all the shares of common stock offered by the Company, other than those covered by the over-allotment option to purchase additional shares of common stock described below. The obligations of the underwriters may be terminated upon the occurrence of certain events specified in the underwriting agreement. Furthermore, the underwriting agreement provides that the obligations of the underwriters to pay for and accept delivery of the shares offered by us in this prospectus are subject to various representations and warranties and other customary conditions specified in the underwriting agreement, such as receipt by the underwriters of officers' certificates and legal opinions.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the shares of common stock subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

We have granted the Representative an over-allotment option. This option, which is exercisable for up to 45 days after the date of this prospectus, permits the underwriters to purchase up to an aggregate of 937,500 additional shares of common stock (equal to 15% of the total number of shares of common stock sold in this offering) at the public offering price per share, less underwriting discounts and commissions, solely to cover over-allotments, if any. If the underwriters exercise this option in whole or in part, then the underwriters will be severally committed, subject to the conditions described in the underwriting agreement, to purchase the additional shares of common stock in proportion to their respective commitments set forth in the prior table.

Discounts, Commissions and Reimbursement

The representative has advised us that the underwriters propose to offer the shares of common stock to the public at the initial public offering price per share set forth on the cover page of this prospectus. The underwriters may offer shares to securities dealers at that price less a concession of not more than $ per share of which up to $ per share may be reallowed to other dealers. After the initial offering to the public, the public offering price and other selling terms may be changed by the representative.

The following table summarizes the underwriting discounts and commissions and proceeds, before expenses, to us assuming both no exercise and full exercise by the underwriters of their over-allotment option:

	Per Share	Total Without Option	With Option
Public offering price	$	$	$
Underwriting discounts and commissions (7.5%)	$	$	$
Non-accountable expense allowance (1%)	$	$	$
Proceeds, before expenses, to us	$	$	$

We have paid an expense deposit of $20,000 to (or on behalf of) the representative, which will be applied against the actual out-of-pocket accountable expenses that will be paid by us to the underwriters in connection with this offering, and will be reimbursed to us to the extent not incurred.

In addition, we have also agreed to pay the following expenses of the underwriters relating to the offering: (a) all fees, expenses and disbursements relating to background checks of our officers and directors in an amount not to exceed $15,000 in the aggregate; (b) all filing fees and communication expenses associated with the review of this offering by FINRA; (c) all fees, expenses and disbursements relating to the registration, qualification or exemption of securities offered under the securities laws of foreign jurisdictions designated by the underwriter, including the reasonable fees and expenses of the underwriter's blue sky counsel; (d) $29,500 for the underwriters' use of Ipreo's book-building, prospectus tracking and compliance software for this offering; (e) the costs associated with bound volumes of the public offering materials as well as commemorative mementos and lucite tombstones not to exceed $3,000, (f) the fees and expenses of the representatives' legal counsel incurred in connection with this offering in an amount up to $125,000; (g) $10,000 for data services; and (h) up to $20,000 of the representative's actual accountable road show expenses for the offering.

We estimate the expenses of this offering payable by us, not including underwriting discounts and commissions, will be approximately $574,000.

Representative Warrants

Upon the closing of this offering, we have agreed to issue to the representative warrants, or the Representative's Warrants, to purchase a number of shares of common stock equal to 5% of the total number of shares sold in this public offering. The Representative's Warrants will be exercisable at a per share exercise price equal to 125% of the public offering price per share of common stock sold in this offering. The Representative's Warrants are exercisable at any time and from time to time, in whole or in part, during the four and one half year period commencing six months from the effective date of the registration statement related to this offering. The Representative's Warrants also provide for one demand registration right of the shares underlying the Representative's Warrants, and unlimited "piggyback" registration rights with respect to the registration of the shares of common stock underlying the Representative's Warrants and customary antidilution provisions. The demand registration right provided will not be greater than five years from the date of the underwriting agreement related to this offering in compliance with FINRA Rule 5110(f)(2)(G). The piggyback registration right provided will not be greater than seven years from the date of the underwriting agreement related to this offering in compliance with FINRA Rule 5110(f)(2)(G).

The Representative's Warrants and the shares of common stock underlying the Representative's Warrants have been deemed compensation by the Financial Industry Regulatory Authority, or FINRA, and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The representative, or permitted assignees under such rule, may not sell, transfer, assign, pledge, or hypothecate the Representative's Warrants or the securities underlying the Representative's Warrants, nor will the representative engage in any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the Representative's Warrants or the underlying shares for a period of 180 days from the effective date of the registration statement. Additionally, the Representative's Warrants may not be sold transferred, assigned, pledged or hypothecated for a 180-day period following the effective date of the registration statement except to any underwriter and selected dealer participating in the offering and their bona fide officers or partners. The Representative's Warrants will provide for adjustment in the number and price of the Representative's Warrants and the shares of common stock underlying such Representative's Warrants in the event of recapitalization, merger, stock split or other structural transaction, or a future financing undertaken by us.

Pricing of the Offering

Prior to this offering, there has been no established public market for our common stock. The initial public offering price was determined by negotiations among us and the Representative. In addition to prevailing market conditions, among the factors considered in determining the initial public offering price of our common stock were:

- the information included in this prospectus and otherwise available to the Representative;
- our historical performance;
- estimates of our business potential and our earnings prospects;
- an assessment of our management;
- and the consideration of the above factors in relation to market valuation of companies in related businesses.

An active trading market for the shares of our common stock may not develop. It is also possible that the shares will not trade in the public market at or above the initial public offering price following the closing of this offering.

We have applied to list our common stock on the Nasdaq Capital Market under the symbol "EZFL". In order to meet one of the requirements for listing the common stock, the underwriters will undertake to sell to a minimum of 300 round lot stockholders.

Right of First Refusal

Until , 2022 (eighteen (18) months from the date of the underwriting agreement) the representative shall have an irrevocable right of first refusal to act as sole investment banker, sole book-runner and/or sole placement agent, at the representative sole discretion, for each and every future public and private equity and debt offerings for the Company, or any successor to or any subsidiary of the Company, including all equity linked financings, on terms customary to the representative. The representative shall have the sole right to determine whether or not any other broker-dealer shall have the right to participate in any such offering and the economic terms of any such participation. The representative will not have more than one opportunity to waive or terminate the right of first refusal in consideration of any payment or fee.

Lock-Up Agreements

The Company, certain of our existing shareholders and each of its directors and officers have agreed for a period of (i) twelve months after the date of this prospectus in the case of directors and officers and (ii) six months after the date of this prospectus in the case of the Company and such stockholders, without the prior written consent of the representative, not to directly or indirectly:

- issue (in the case of us), offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of common stock or other capital stock or any securities convertible into or exercisable or exchangeable for our common stock or other capital stock; or
- in the case of us, file or cause the filing of any registration statement under the Securities Act with respect to any shares of common stock or other capital stock or any securities convertible into or exercisable or exchangeable for our common stock or other capital stock; or
- complete any offering of debt securities of the Company, other than entering into a line of credit, term loan arrangement or other debt instrument with a traditional bank; or
- enter into any swap or other agreement, arrangement, hedge or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of our common stock or other capital stock or any securities convertible into or exercisable or exchangeable for our common stock or other capital stock, whether any transaction described in any of the foregoing bullet points is to be settled by delivery of our common stock or other capital stock, other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing.

Electronic Offer, Sale and Distribution of Securities

A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members. The representative may agree to allocate a number of securities to underwriters and selling group members for sale to its online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on these websites is not part of, nor incorporated by reference into, this prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us, and should not be relied upon by investors.

Stabilization

In connection with this offering, the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate-covering transactions, penalty bids and purchases to cover positions created by short sales.

Stabilizing transactions permit bids to purchase shares so long as the stabilizing bids do not exceed a specified maximum, and are engaged in for the purpose of preventing or retarding a decline in the market price of the shares while the offering is in progress.

Over-allotment transactions involve sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase. This creates a syndicate short position which may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the over-allotment option. In a naked short position, the number of shares involved is greater than the number of shares in the over-allotment option. The underwriters may close out any short position by exercising their over-allotment option and/or purchasing shares in the open market.

Syndicate covering transactions involve purchases of shares in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared with the price at which they may purchase shares through exercise of the over-allotment option. If the underwriters sell more shares than could be covered by exercise of the over-allotment option and, therefore, have a naked short position, the position can be closed out only by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that after pricing there could be downward pressure on the price of the shares in the open market that could adversely affect investors who purchase in the offering.

Penalty bids permit the representative to reclaim a selling concession from a syndicate member when the shares originally sold by that syndicate member are purchased in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our shares of common stock or preventing or retarding a decline in the market price of our shares of common stock. As a result, the price of our common stock in the open market may be higher than it would otherwise be in the absence of these transactions. Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the price of our common stock. These transactions may be effected on The Nasdaq Capital Market, in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

Other Relationships

Certain of the underwriters and their affiliates may in the future provide various investment banking, commercial banking and other financial services for us and our affiliates for which they may in the future receive customary fees.

Offer restrictions outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Australia

This prospectus is not a disclosure document under Chapter 6D of the Australian Corporations Act, has not been lodged with the Australian Securities and Investments Commission and does not purport to include the information required of a disclosure document under Chapter 6D of the Australian Corporations Act. Accordingly, (i) the offer of the securities under this prospectus is only made to persons to whom it is lawful to offer the securities without disclosure under Chapter 6D of the Australian Corporations Act under one or more exemptions set out in section 708 of the Australian Corporations Act, (ii) this prospectus is made available in Australia only to those persons as set forth in clause (i) above, and (iii) the offeree must be sent a notice stating in substance that by accepting this offer, the offeree represents that the offeree is such a person as set forth in clause (i) above, and, unless permitted under the Australian Corporations Act, agrees not to sell or offer for sale within Australia any of the securities sold to the offeree within 12 months after its transfer to the offeree under this prospectus.

China

The information in this document does not constitute a public offer of the securities, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The securities may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors."

European Economic Area—Belgium, Germany, Luxembourg and Netherlands

The information in this document has been prepared on the basis that all offers of securities will be made pursuant to an exemption under the Directive 2003/71/EC ("Prospectus Directive"), as implemented in Member States of the European Economic Area (each, a "Relevant Member State"), from the requirement to produce a prospectus for offers of securities.

An offer to the public of securities has not been made, and may not be made, in a Relevant Member State except pursuant to one of the following exemptions under the Prospectus Directive as implemented in that Relevant Member State:

- to legal entities that are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity that has two or more of (i) an average of at least 250 employees during its last fiscal year; (ii) a total balance sheet of more than €43,000,000 (as shown on its last annual unconsolidated or consolidated financial statements) and (iii) an annual net turnover of more than €50,000,000 (as shown on its last annual unconsolidated or consolidated financial statements);
- to fewer than 100 natural or legal persons (other than qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive) subject to obtaining the prior consent of the Company or any underwriter for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of securities shall result in a requirement for the publication by the Company of a prospectus pursuant to Article 3 of the Prospectus Directive.

France

This document is not being distributed in the context of a public offering of financial securities (offre au public de titres financiers) in France within the meaning of Article L.411-1 of the French Monetary and Financial Code (Code Monétaire et Financier) and Articles 211-1 et seq. of the General Regulation of the French Autorité des marchés financiers ("AMF"). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France.

This document and any other offering material relating to the securities have not been, and will not be, submitted to the AMF for approval in France and, accordingly, may not be distributed or caused to distributed, directly or indirectly, to the public in France.

Such offers, sales and distributions have been and shall only be made in France to (i) qualified investors (investisseurs qualifiés) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-1 to D.411-3, D.744-1, D.754-1 ;and D.764-1 of the French Monetary and Financial Code and any implementing regulation and/or (ii) a restricted number of non-qualified investors (cercle restreint d'investisseurs) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-4, D.744-1, D.754-1; and D.764-1 of the French Monetary and Financial Code and any implementing regulation.

Pursuant to Article 211-3 of the General Regulation of the AMF, investors in France are informed that the securities cannot be distributed (directly or indirectly) to the public by the investors otherwise than in accordance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 to L.621-8-3 of the French Monetary and Financial Code.

Ireland

The information in this document does not constitute a prospectus under any Irish laws or regulations and this document has not been filed with or approved by any Irish regulatory authority as the information has not been prepared in the context of a public offering of securities in Ireland within the meaning of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 (the "Prospectus Regulations"). The securities have not been offered or sold, and will not be offered, sold or delivered directly or indirectly in Ireland by way of a public offering, except to (i) qualified investors as defined in Regulation 2(l) of the Prospectus Regulations and (ii) fewer than 100 natural or legal persons who are not qualified investors.

Israel

The securities offered by this prospectus have not been approved or disapproved by the Israeli Securities Authority (the ISA), or ISA, nor have such securities been registered for sale in Israel. The shares may not be offered or sold, directly or indirectly, to the public in Israel, absent the publication of a prospectus. The ISA has not issued permits, approvals or licenses in connection with the offering or publishing the prospectus; nor has it authenticated the details included herein, confirmed their reliability or completeness, or rendered an opinion as to the quality of the securities being offered. Any resale in Israel, directly or indirectly, to the public of the securities offered by this prospectus is subject to restrictions on transferability and must be effected only in compliance with the Israeli securities laws and regulations.

Italy

The offering of the securities in the Republic of Italy has not been authorized by the Italian Securities and Exchange Commission (Commissione Nazionale per le Societ—$$—Aga e la Borsa, "CONSOB" pursuant to the Italian securities legislation and, accordingly, no offering material relating to the securities may be distributed in Italy and such securities may not be offered or sold in Italy in a public offer within the meaning of Article 1.1(t) of Legislative Decree No. 58 of 24 February 1998 ("Decree No. 58"), other than:

- to Italian qualified investors, as defined in Article 100 of Decree no.58 by reference to Article 34-ter of CONSOB Regulation no. 11971 of 14 May 1999 ("Regulation no. 1197l") as amended ("Qualified Investors"); and
- in other circumstances that are exempt from the rules on public offer pursuant to Article 100 of Decree No. 58 and Article 34-ter of Regulation No. 11971 as amended.

Any offer, sale or delivery of the securities or distribution of any offer document relating to the securities in Italy (excluding placements where a Qualified Investor solicits an offer from the issuer) under the paragraphs above must be:

- made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993 (as amended), Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007 and any other applicable laws; and
- in compliance with all relevant Italian securities, tax and exchange controls and any other applicable laws.

Any subsequent distribution of the securities in Italy must be made in compliance with the public offer and prospectus requirement rules provided under Decree No. 58 and the Regulation No. 11971 as amended, unless an exception from those rules applies. Failure to comply with such rules may result in the sale of such securities being declared null and void and in the liability of the entity transferring the securities for any damages suffered by the investors.

Japan

The securities have not been and will not be registered under Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948), as amended (the "FIEL") pursuant to an exemption from the registration requirements applicable to a private placement of securities to Qualified Institutional Investors (as defined in and in accordance with Article 2, paragraph 3 of the FIEL and the regulations promulgated thereunder). Accordingly, the securities may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan other than Qualified Institutional Investors. Any Qualified Institutional Investor who acquires securities may not resell them to any person in Japan that is not a Qualified Institutional Investor, and acquisition by any such person of securities is conditional upon the execution of an agreement to that effect.

Portugal

This document is not being distributed in the context of a public offer of financial securities (oferta pública de valores mobiliários) in Portugal, within the meaning of Article 109 of the Portuguese Securities Code (Código dos Valores Mobiliários). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in Portugal. This document and any other offering material relating to the securities have not been, and will not be, submitted to the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) for approval in Portugal and, accordingly, may not be distributed or caused to distributed, directly or indirectly, to the public in Portugal, other than under circumstances that are deemed not to qualify as a public offer under the Portuguese Securities Code. Such offers, sales and distributions of securities in Portugal are limited to persons who are "qualified investors" (as defined in the Portuguese Securities Code). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Sweden

This document has not been, and will not be, registered with or approved by Finansinspektionen (the Swedish Financial Supervisory Authority). Accordingly, this document may not be made available, nor may the securities be offered for sale in Sweden, other than under circumstances that are deemed not to require a prospectus under the Swedish Financial Instruments Trading Act (1991:980) (Sw. lag (1991:980) om handel med finansiella instrument). Any offering of securities in Sweden is limited to persons who are "qualified investors" (as defined in the Financial Instruments Trading Act). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering material relating to the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority (FINMA).

This document is personal to the recipient only and not for general circulation in Switzerland.

United Arab Emirates

Neither this document nor the securities have been approved, disapproved or passed on in any way by the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates, nor has the Company received authorization or licensing from the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates to market or sell the securities within the United Arab Emirates. This document does not constitute and may not be used for the purpose of an offer or invitation. No services relating to the securities, including the receipt of applications and/or the allotment or redemption of such shares, may be rendered within the United Arab Emirates by the Company.

No offer or invitation to subscribe for securities is valid or permitted in the Dubai International Financial Centre.

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ("FSMA") has been published or is intended to be published in respect of the securities. This document is issued on a confidential basis to "qualified investors" (within the meaning of section 86(7) of FSMA) in the United Kingdom, and the securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA. This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received in connection with the issue or sale of the securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of FSMA does not apply to the Company.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor. Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI33-105 regarding underwriter conflicts of interest in connection with this offering.

LEGAL MATTERS

The validity of the securities being offered by this prospectus will be passed upon for us by Sichenzia Ross Ference LLP, New York, New York. Certain legal matters in connection with this offering have been passed upon for the underwriters by Loeb & Loeb LLP.

EXPERTS

The financial statements of the Company appearing elsewhere in this prospectus have been included herein in reliance upon the report of M&K CPAS PLLC an independent registered public accounting firm, appearing elsewhere herein, and upon the authority of M&K CPAS PLLC experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

This prospectus, which constitutes a part of the registration statement on Form S-1 that we have filed with the SEC under the Securities Act, does not contain all of the information in the registration statement and its exhibits. For further information with respect to us and the securities offered by this prospectus, you should refer to the registration statement and the exhibits filed as part of that document. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You may retrieve any of our filings with the SEC by visiting the website maintained by the SEC at www.sec.gov. You may also request a copy of these filings, at no cost, by writing or telephoning us at: 2125 Biscayne Blvd #309, Miami, Florida 33137, (305) 791-1169.

EzFILL HOLDINGS, INC.
Index to Consolidated Financial Statements

EzFill Holdings, Inc.
Consolidated Balance Sheets

	March 31, 2021 (unaudited)	December 31, 2020
Assets		
Current Assets:		
Cash	$ 230,826	$ 882,870
Accounts receivable	226,552	193,640

Prepaid expenses and deferred offering costs	258,082	160,078
Inventory	33,692	41,055
Total Current Assets	749,152	1,277,643
Fixed assets, net of accumulated depreciation of $172,579 and $143,818, respectively	423,648	428,567
Goodwill	109,983	109,983
Intangible assets, net of accumulated amortization of $562,929 and $472,944, respectively	900,574	990,559
Total Assets	$ 2,183,357	$ 2,806,752
Liabilities and Stockholders' Equity (Deficit)		
Current Liabilities:		
Accounts payable and accrued liabilities	$ 164,856	$ 116,465
Accounts payable and accrued liabilities, related parties	1,928,471	2,621,940
Notes payable, net of discount of $0 and $75,000, respectively	1,037,531	958,422
Notes payable - related party, net of discount of $30,000 and $0, respectively	354,168	40,645
Total Current Liabilities	3,485,026	3,737,472
Notes payable - net of current portion	250,768	321,024
Notes payable - net of current portion - related party	230,000	230,000
Total Liabilities	3,965,794	4,288,496
Commitments and Contingencies (Note 10)	-	-
Stockholders' Equity (Deficit)		
Preferred stock, $.0001 par value; 50,000,000 shares authorized; -0- shares issued and outstanding	-	-
Common stock, $.0001 par value; 500,000,000 shares authorized 65,725,698 and 64,727,449 shares issued and outstanding at March 31, 2021 and December 31, 2020, respectively	6,572	6,473
Additional paid in capital	7,515,146	6,467,783
Accumulated deficit	(9,304,155)	(7,956,000)
Total Stockholders' Equity (Deficit)	(1,782,437)	(1,481,744)
Total Liabilities and Stockholders' Equity (Deficit)	$ 2,183,357	$ 2,806,752

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Consolidated Statements of Operations
(unaudited)

	For the three months ended March 31, 2021	For the three months ended March 31, 2020
REVENUES		
Revenues	$ 1,521,819	$ 695,567
TOTAL REVENUES	1,521,819	695,567
COST OF GOODS SOLD	1,394,396	719,600
GROSS PROFIT (LOSS)	127,423	(24,033)
OPERATING EXPENSES		
Salaries, payroll taxes and benefits	663,335	91,207
Depreciation and amortization	118,744	87,071
Professional, legal and consulting fees	265,564	31,607
Other operating expenses	315,591	130,895
TOTAL OPERATING EXPENSES	1,363,234	340,780
OPERATING LOSS	(1,235,811)	(364,813)
OTHER EXPENSE		
Interest expense	(112,344)	(18,073)
LOSS BEFORE INCOME TAXES	(1,348,155)	(382,886)
PROVISION FOR INCOME TAXES	-	-
NET LOSS	$ (1,348,155)	$ (382,886)
NET LOSS PER SHARE		
Basic and diluted	$ (0.02)	$ (0.01)
Basic and diluted weighted average number of common shares outstanding	65,290,896	33,002,649

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Consolidated Statements of Stockholders' Equity (Deficit)
(unaudited)

	Preferred stock		Common stock		Additional Paid-in	Accumulated	Total Stockholder's Equity
	Shares	Amount	Shares	Amount	Capital	Deficit	(Deficit)
Balance December 31, 2019	-	$ -	31,465,364	$ 3,147	$ 1,136,309	$ (701,994)	$ 437,462
Shares issued (net of subscription receivable)	-	-	3,427,043	343	334,657	-	335,000
Net loss	-	-	-	-	-	(382,886)	(382,886)
Balance March 31, 2020	-	$ -	34,892,407	$ 3,490	$ 1,470,966	$ (1,084,880)	$ 389,576
Balance December 31, 2020	-	$ -	64,727,449	$ 6,473	$ 6,467,783	$ (7,956,000)	(1,481,744)
Stock based compensation	-	-	368,249	36	368,213	-	368,249
Options granted	-	-			49,213	-	49,213
Debt discount	-	-	30,000	3	29,997	-	30,000
Issuance of acquisition shares	-	-	600,000	60	599,940	-	600,000
Net loss	-	-	-	-	-	(1,348,155)	(1,348,155)
Balance March 31, 2021	-	$ -	65,725,698	$ 6,572	$ 7,515,146	$ (9,304,155)	$ (1,782,437)

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Consolidated Statements of Cash Flows
(unaudited)

	For the three months ended March 31, 2021	For the three months ended March 31, 2020
Cash flows from operating activities:		
Net Loss	$ (1,348,155)	$ (382,886)
Adjustments to reconcile net loss to net cash provided by/(used in) operating activities:		
Stock based compensation	417,462	-
Depreciation and amortization	118,745	87,071
Amortization of debt discount	75,000	-
Changes in operating assets and liabilities:		
Accounts receivable	(32,912)	(26,053)
Inventory	7,363	10,701
Prepaid expenses and other current assets	(98,004)	3,350
Accounts payable and accrued expenses	48,391	36,403
Accounts payable and accrued expenses - related party	(93,469)	(5,163)
Net cash used in operating activities	(905,579)	(276,577)
Cash flows from investing activities:		
Acquisition of fixed assets	(23,841)	(6,425)
Net cash used in investing activities	(23,841)	(6,425)
Cash flows from financing activities:		
Proceeds from issuance of common stock	-	335,000
Proceeds from issuance of related party debt	300,000	20,000
Repayment of debt	(8,393)	(4,324)
Repayment of related party debt	(14,231)	(45,341)
Net cash provided by financing activities	277,376	305,335
Net change in cash and cash equivalents	(652,044)	22,333
Cash and cash equivalents at beginning of period	882,870	32,092
Cash and cash equivalents cash at end of period	$ 230,826	$ 54,425
Noncash financing activity:		
Debt Discount	$ 30,000	$ -
Acquisition of Neighborhood Fuel	$ -	$ 700,000
Vehicles acquired with notes	$ -	$ 198,087
Shares issued - acquisition of Neighborhood Fuel	$ 600,000	$ -
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 37,343	$ 18,072
Cash paid for taxes	$ -	$ -

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Notes to Consolidated Financial Statements
For the three months ended March 31, 2021 and 2020
(unaudited)

(1) Nature of Organization and Summary of Significant Accounting Policies

Nature of Organization

EzFill Holdings, Inc. (the Company) was incorporated on March 28, 2019 in the State of Delaware and operates in South Florida providing an on-demand mobile gas delivery service. Its wholly-owned subsidiary Neighborhood Fuel Holdings, LLC is inactive.

Unaudited Interim Financial Statements

The Company has prepared these financial statements in accordance with GAAP for interim financial statements. Accordingly, these statements do not include all information and footnote disclosures required for annual statements. While management believes the disclosures presented are adequate for interim reporting, these interim financial statements should be read in conjunction with the consolidated audited financial statements and notes thereto as of and for the year ended December 31, 2020. In the opinion of management, all adjustments and eliminations, consisting of normal recurring adjustments, necessary for a fair representation of the Company's financial statements for the interim period reported, have been included. The results for the three months ended March 31, 2021, are not necessarily indicative of results to be expected for the year ending December 31, 2021, or for any other interim period or for any future year.

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. The significant estimates and assumptions made by management include valuation allowance for deferred tax assets, depreciation of property and equipment, recoverability of long-lived assets, fair value of equity instruments and the assumptions used in Black-Scholes valuation models related to stock options and warrants. Actual results could differ from those estimates as the current economic environment has increased the degree of uncertainty inherent in these estimates and assumptions.

Cash and Cash Equivalents

The Company considers all highly liquid securities with original maturities of three months or less when acquired, to be cash equivalents. At March 31, 2021 and December 31, 2020, the Company had $230,826 and $882,870 in cash and cash equivalents, respectively.

Accounts Receivable

The Company reviews accounts receivable periodically for collectability and establishes an allowance for doubtful accounts and records bad debt expense when deemed necessary. The Company records an allowance for doubtful accounts that is based on historical trends, customer knowledge, any known disputes, and considers the aging of the accounts receivable balances combined with management's estimate of future potential recoverability. Accounts are written off against the allowance after all attempts to collect a receivable have failed. At March 31, 2021 and December 31, 2020, the allowance was $0 in the consolidated financial statements.

Inventory

Inventory is valued at the lower of the inventory's cost or market using the first-in, first-out method. Management compares the cost of inventory with its net realizable value and an allowance is made to write down inventory to net realizable value, if lower. Inventory consists solely of fuel. At March 31, 2021 and December 31, 2020, the allowance was $0 in the consolidated financial statements.

Concentrations

Major Customers

For the three months ended March 31, 2021, the Company had one customer that made up 55% of revenue. For the three months ended March 31, 2020, the Company had one customer that made up 13% of revenue.

The Company had one customer that made up 47% of accounts receivable as of March 31, 2021 and 68% of accounts receivable as of December 31, 2020.

Major Vendors

The Company purchases substantially all of its fuel from one vendor.

Deferred Offering Costs

The Company includes offering costs directly associated with its IPO in prepaid expenses and deferred offering costs in the consolidated balance sheet. Upon the completion of this offering, deferred offering costs will be offset against additional paid in capital. As of March 31, 2021 and December 31, 2020, the Company recorded $199,097 and $153,597 to deferred offering costs.

Advertising Costs

Advertising costs are expensed as incurred. The Company incurred advertising costs for the three months ended March 31, 2021 and 2020 of approximately $34,000 and $33,000, respectively.

Income Taxes

The Company accounts for income taxes in accordance with ASC 740,*Income Taxes*, ("ASC 740") which prescribes a recognition threshold and measurement process

for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim period, disclosure and transition.

Net loss per share

Basic loss per share is computed by dividing net loss by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflect the potential dilution that could occur if stock options or other contracts to issue common stock were exercised or converted during the period. FASB ASC 260, *Earnings per Share*, requires a dual presentation of basic and diluted earnings per share. Any stock options, convertible debt or other instruments that would have an anti-dilutive effect have been excluded from the computation of earnings per share. The number of such shares excluded from the computations of diluted loss per share are 333,499 and 0 for stock options calculated under the treasury stock method for the three months ended March 31, 2021 and 2020, respectively.

(2) Going concern

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

The Company has sustained a net loss since inception and does not have sufficient revenues and income to fully fund the operations. Because of the significance of these events, the Company may not be able to meet its recurring business obligations, and it further raises substantial doubt about the Company's ability to continue as a going concern. As a result, the Company has relied on loans from stockholders and others as well as stock sales to fund its activities to date. For the three months ended March 31, 2021, the Company had a net loss of $1,348,155. At March 31, 2021, the Company had an accumulated deficit of $9,304,155 and a working capital deficit of $2,735,874. The Company anticipates that it will continue to incur losses in future periods until the Company is successful in significantly increasing its revenues, if ever, particularly in light of the adverse impact of the Covid-19 pandemic on its Company's operations. The Company plans to mitigate significant events which currently preclude it from continuing as a going concern by raising funds in this Offering and generating positive free cashflow from ongoing business operations. There are no assurances that the Company will be able to raise its revenues to a level which supports profitable operations and provides sufficient funds to pay its obligations. If the Company is unable to meet those obligations or to complete this Offering, the Company's existing business and operations will be in jeopardy. The Company could be forced to cease its operations. The Company's management has concluded that there is substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that may result from the outcome of this uncertainty.

(3) Related Party Transactions

During the three months ended March 31, 2021, the Company issued notes payable to related parties totaling $300,000. Remaining principal balance on this and other related party notes was $584,168 at March 31, 2021, net of unamortized discount of $30,000.

As of March 31, 2021 and December 31, 202(, the Company had accounts payable and accrued liabilities due to related parties of $1,928,471 and $2,621,940, respectively.

During the three months ended March 31, 2021, Company issued 205,000 and -0- shares of common stock to executives and other employees as a signing bonus, respectively, and recorded related stock-based compensation expense of $205,000 and $0, respectively.

(4) Fixed Assets

Fixed assets consisted of the following:

Description	March 31, 2021	December 31, 2020
Fixed assets:		
Equipment	$ 58,645	$ 42,643
Leasehold improvements	7,840	-
Vehicles	529,742	529,742
Total Fixed Assets	596,227	572,385
Accumulated Depreciation	(172,579)	(143,818)
Fixed assets, net	$ 423,648	$ 428,567

Depreciation expense totaled $28,761 and $19,881 for the three months ended March 31, 2021 and 2020, respectively.

(5) Intangible Assets

Intangible assets consisted of the following:

Description	March 31, 2021	December 31, 2020
Indefinite lived intangible assets:		
Goodwill	$ 109,983	$ 109,983
Total indefinite lived intangible assets	$ 109,983	$ 109,983
Finite lived intangible assets consisted of the following:		
Other intangible assets:		
Trademarks	$ 103,258	$ 103,258
Software	504,314	504,314
Customer list	855,073	855,073
Non-compete	858	858
Total other intangible assets	$ 1,463,503	$ 1,463,503
Accumulated amortization	(562,929)	(472,944)
Total other intangible assets, net	$ 900,574	$ 990,559

Amortization expense on intangible assets totaled $89,985 and $67,190 for the three months ended March 31, 2021 and 2020, respectively.

Future amortization schedule for intangible assets is as follows:

2021 (April-December)	$	269,952
2022		359,936
2023		270,686
Total	$	900,574

(6) Accounts Payable and Accrued Liabilities

The Company had accounts payable and accrued liabilities as follows:

	March 31, 2021	December 31, 2020
Accounts Payable and Accrued Liabilities:		
Accounts payable	$ 24,500	$ 4,076
Accrued expenses	64,383	68,290
Accrued interest	75,973	44,099
Total Accounts Payable and Accrued Liabilities	164,856	116,465
Accounts Payable and Accrued Liabilities – Related Parties:		
Accounts payable - fuel	245,608	211,523
Accrued payroll	32,863	160,417
Settlement payable	300,000	300,000
Acquisition consideration payable in shares	750,000	750,000
Signing and performance bonus payable in shares	600,000	1,200,000
Total Accounts Payable and Accrued Liabilities, Related Parties	$ 1,928,471	$ 2,621,940

(7) Notes Payable

On November 24, 2020 the Company issued a note payable in the amount of $1,000,000; the loan bears interest at a rate of 1% per month; the maturity date on the loan is April 21, 2021; the Company has the option to extend the maturity date for seven one-month terms. As part of the terms of the loan, the note holder was issued 100,000 shares of common stock. The Company recorded a $100,000 debt discount, of which $75,000 was amortized during the three months ended March 31, 2021.

On March 10, 2021, the Company borrowed a total of $300,000 and issued promissory notes for $100,000 to each of three related parties. The notes bear interest at a rate of 1% per month. The principal and interest thereon are payable on March 10, 2022 or upon completion of the Company's initial public offering if earlier. In connection with these loans, each lender was issued 10,000 shares of the Company's common stock for a total of 30,000 shares. The value of the shares has been recorded as a debt discount for $30,000 and is being amortized to interest over a one-year period.

Maturities of long-term debt (including related parties) as of March 31, 2021 are as follows:

2021 (April to December)	$	1,112,021
2022		307,371
2023		35,467
2024		403,526
2025		14,082
Total	$	1,872,467

(8) SBA PPP Loan

On April 20, 2020, the Company received loan proceeds in the amount of $154,673 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight-week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Company intends to use the proceeds for purposes consistent with the PPP. While the Company currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, it cannot be assured that it will not take actions that could cause the Company to be ineligible for forgiveness of the loan, in whole or in part.

As of March 31, 2021, no repayments have been made.

(9) Shareholders Equity

Common stock

During the three months ended March 31, 2020, 3,427,043 shares of common stock were sold for cash proceeds of $400,000, of which $65,000 was subscribed at March 31, 2020 and paid subsequently.

During the three months ended March 31, 2021, the Company issued 205,000 shares of common stock to executives and other employees as a signing bonus. The Company recorded stock-based compensation expense of $205,000.

During the three months ended March 31, 2021 the Company issued 63,249 and 100,000 shares of common stock for sponsorship and consulting services, respectively. The Company recorded stock-based compensation expense of $163,249.

Stock Options

The following table represents option activity during the three months ended March 31, 2021:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)
Vested and Exercisable at December 31, 2020	557,506	$ 0.45	3.9
Options granted	67,502	0.60	4.8
Vested and Exercisable at March 31, 2021	625,008	0.47	4.0

Pursuant to certain sponsorship agreements, during the quarter ended March 31, 2021, 67,502 stock options were granted. As of March 31, 2021, there was a total of 625,008 stock options outstanding, all vested, of which 280,000 were granted to founders in connection with promissory notes issued by the Company and 345,008 granted in connection with sponsorship agreements. The options are exercisable for five years from the dates of grant, which were from July 2019 to March 2021. The options all vested immediately upon grant and have exercise prices ranging from $0.17 to $0.60. The options with sponsors could terminate earlier than five years if certain conditions occur. One of the sponsorship agreements was terminated effective February 2021. The remaining sponsor will continue to be granted 5,834 options per month until the Company completes its IPO, after which the sponsor will be granted fully vested shares for $3,500 per month based on the closing share price on the date of each grant.

The fair value of the stock options granted during the three months ended March 31, 2021 of $49,213 was determined using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of approximately 2%, ii) expected life of 5 years, iii) dividend yield of 0%, iv) expected volatility of approximately 79%.

The intrinsic value of options outstanding at March 31, 2021 and December 31, 2020 was approximately $331,000 and $307,000, respectively.

(10) Commitments and Contingencies

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a “Public Health Emergency of International Concern” and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical areas in which the Company operates. While it is unknown how long these conditions will last and what the complete financial effect will be to the company, to date, the Company is experiencing declining revenues from certain customers. Additionally, it is reasonably possible that estimates made in the financial statements have been, or will be, materially and adversely impacted in the near term as a result of these conditions, including expected collections on receivables.

On February 19, 2020, the Company entered into an employment agreement with the seller of an acquired company. The agreement called for a signing bonus of $750,000 worth of the Company’s common stock to be valued based on the valuation of an initial public offering. In November 2020, the employment agreement was amended and acknowledged that both the $750,000 signing bonus and $450,000 in performance bonus had been fully earned, of which $600,000 was paid through the issuance of 600,000 shares in February 2021. At March 31, 2021, a total of $600,000 is reflected as an accrued liability.

On June 25, 2020, the Company entered into a Severance and Release Agreement with a former consultant in which restricted stock will be issued to the consultant in the amount of $300,000 following the close of an initial public offering. At March 31, 2021, $300,000 was recorded as an accrued liability.

Litigation

The Company is subject to litigation claims arising in the ordinary course of business. The Company believes that it has adequately accrued for legal matters in accordance with the requirements of GAAP. The Company records litigation accruals for legal matters which are both probable and estimable and for related legal costs as incurred. The Company does not reduce these liabilities for potential insurance or third-party recoveries. As of March 31, 2021 and December 31, 2020, the Company is not aware of any litigation, pending litigation, or other transactions that would require disclosure under GAAP.

Lease Commitment

The Company is renting office space on a month to month arrangement and the related lease commitment is not significant to the consolidated financial statements.

(11) Business Combination

On February 19, 2020, the Company entered into an Asset Purchase Agreement with Neighborhood Fuel, Inc. This acquisition was considered an acquisition of a business under ASC 805.

As per the agreement, the Company purchased certain mobile fueling assets from Neighborhood Fuel, Inc. and assumed certain vehicle financing obligations. The Company purchased the assets with shares of the Company’s common stock equal to a purchase price of $750,000, to be paid on the earlier of the completion of the Company’s IPO or March 1, 2022. If the IPO occurs first, the seller will receive aggregate consideration in shares equal to $750,000 at the IPO price. If no IPO occurs by March 1, 2022, then the seller will receive aggregate consideration in shares equal to $750,000 based on a valuation of $35,000,000.

A summary of the purchase price allocation at fair value is below.

	Purchase Allocation
Customer list	$ 395,416
Vehicles	198,087
Non-Compete	858
Mobile app	251,891
Trade name	50,559
Goodwill	1,276
	$ 898,087

The purchase price was paid as follows:

Common stock issuable	$ 700,000
Vehicle obligations	198,087
	$ 898,087

(12) Income Taxes

Book income before taxes was negative for the three months ended March 31, 2021. Tax expense for the three months ended March 31, 2021 and 2020 was $0.

The Company reviews its filing positions for all open tax years in all U.S. federal and state jurisdictions where the Company is required to file. The tax years subject to examination include the years 2019 and forward.

There are no uncertain tax positions that would require recognition in the consolidated financial statements. If the Company incurs an income tax liability in the future, interest on any income tax liability would be reported as interest expense and penalties on any income tax liability would be reported as income taxes. The Company's conclusions regarding uncertain tax positions may be subject to review and adjustment at a later date based upon ongoing analyses of tax laws, regulations and interpretations thereof as well as other factors.

(13) Subsequent Events

The Company evaluates subsequent events that occur after the balance sheet date through the date the financial statements were issued.

On April 5, the Company raised $115,000 from the sale of 115,000 shares to an investor.

On April 7, 2021, the Company entered into a Technology License Agreement, under which the Company will license proprietary technology that will enable the expansion of the Company's service into certain other markets. Under the terms of the license, the Company issued 1,000,000 shares of its common stock to the licensor upon signing. The Company also issued 1,250,000 shares to the licensor in May 2021 upon the filing of a patent application related to the licensed technology. The Company will issue up to 3,450,000 additional shares to the licensor upon the achievement of certain milestones. In addition, the Company has granted stock options for 2,000,000 shares at an exercise price of $1.00 per share that will become exercisable for three years after the end of the fiscal year in which certain sales levels are achieved using the licensed technology. The Company has the option for four years after the achievement of certain milestones to either acquire the technology or acquire the licensor for the purchase price of 4,000,000 of its common shares. Until the Company exercise one of these options, it will share with the licensor 50% of pre-revenue costs and 50% of the net revenue, as defined, from the use of the technology.

On April 16, 2021, the Company raised $1,166,000 from debt financing and issued 400,000 warrants to the note holder. On April 21, 2021 and May 21, 2021, the Company exercised the option to extend the previous $1,000,000 loan for one month.

In May 2021, a total of 272,500 shares were granted to employees.

EzFILL HOLDINGS, INC.
Index to Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
EZFill Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of EZFill Holdings, Inc. and its subsidiaries (collectively, the Company) as of December 31, 2020 and 2019, and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the year ended December 31, 2020 and the period from March 28, 2019 (inception) through December 31, 2019, and the related notes (collectively referred to as the financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the year ended December 31, 2020 and the period from March 28, 2019 (inception) through December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company suffered a net loss from operations and has a net capital deficiency, which raises substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and 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 conducted our audits in accordance with the standards of 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. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matter arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Business Combinations

As discussed in Note 13, the Company acquired two entities during 2019 and 2020 that were accounted for as business combinations, which requires assets and liabilities assumed to be measured at their acquisition date fair values including the values of separately identifiable intangible assets and goodwill. Management's evaluation of the fair value requires significant judgment in determining the Company's future cash flows based on estimates of future revenues and expenses which are not easily able to be substantiated.

Given these factors and due to significant judgements made by management, the related audit effort in evaluating management's judgments in evaluation of intangible assets required a high degree of auditor judgment.

The procedures performed included evaluation of the methods and assumptions used by the Company, tests of the data used and an evaluation of the findings. We evaluated and tested the Company's significant judgments that determined the values related to goodwill and intangible assets.

/s/ M&K CPAS, PLLC

We have served as the Company's auditor since 2020.

Houston, Texas

April 20, 2021

EzFill Holdings, Inc.
Consolidated Balance Sheets

	December 31, 2020	December 31, 2019
Assets		
Current Assets:		
Cash	$ 882,870	$ 32,092
Accounts receivable	193,640	25,514
Prepaid expenses and deferred offering costs	160,078	30,230
Inventory	41,055	36,605
Total Current Assets	1,277,643	124,441
Fixed assets, net of accumulated depreciation of $143,818 and $29,427, respectively	428,567	336,297
Goodwill	109,983	108,707
Intangible assets, net of accumulated amortization of $472,944 and $135,803, respectively	990,559	628,976
Total Assets	$ 2,806,752	$ 1,198,421
Liabilities and Stockholders' Equity (Deficit)		
Current Liabilities:		
Accounts payable and accrued liabilities	$ 116,465	$ 77,942
Accounts payable and accrued liabilities, related parties	2,621,940	51,125
Notes payable, net of discount of $75,000 and $-0-, respectively	958,422	14,940
Notes payable - related party, net of discount of $-0- and $18,310, respectively	40,645	188,901
Total Current Liabilities	3,737,472	332,908
SBA Loan for PPP	154,673	-
Notes payable - net of current portion	166,351	79,529
Convertible notes payable - related party, net of discount of $-0- and $199,877, respectively	-	20,123
Notes payable - net of current portion - related party	230,000	328,399
Total Liabilities	4,288,496	760,959
Commitments and Contingencies (Note 12)	-	-
Stockholders' Equity (Deficit)		
Preferred stock, $.0001 par value; 50,000,000 shares authorized; -0- shares issued and outstanding	-	-
Common stock, $.0001 par value; 500,000,000 shares authorized 64,727,449 and 31,465,364 shares issued and outstanding at December 31, 2020 and 2019, respectively	6,473	3,147
Additional paid in capital	6,467,783	1,136,309
Accumulated deficit	(7,956,000)	(701,994)
Total Stockholders' Equity (Deficit)	(1,481,744)	437,462
Total Liabilities and Stockholders' Equity (Deficit)	$ 2,806,752	$ 1,198,421

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Consolidated Statements of Operations

	For the year ended December 31, 2020	For the period from March 28, 2019 (date of inception) through December 31, 2019
REVENUES		
Revenues	$ 3,586,244	$ 1,221,285
TOTAL REVENUES	3,586,244	1,221,285
COST OF GOODS SOLD	3,544,072	1,135,411
GROSS PROFIT	42,172	85,874
OPERATING EXPENSES		
Salaries, payroll taxes and benefits	2,864,089	225,996
Depreciation and amortization	451,533	165,230
Professional, legal and consulting fees	2,217,869	68,310
Other operating expenses	1,091,349	250,041
TOTAL OPERATING EXPENSES	6,624,840	709,577
OPERATING LOSS	(6,582,668)	(623,703)
OTHER EXPENSE		
Interest expense	(321,338)	(63,292)
Change in market value	(50,000)	-
Loss on settlement	(300,000)	-
Loss on conversion	-	(14,999)
LOSS BEFORE INCOME TAXES	(7,254,006)	(701,994)
PROVISION FOR INCOME TAXES	-	-
NET LOSS	$ (7,254,006)	$ (701,994)
NET LOSS PER SHARE		
Basic and diluted	$ (0.19)	$ (0.02)
Basic and diluted weighted average number of common shares outstanding	38,108,425	29,803,362

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Consolidated Statements of Stockholders' Equity (Deficit)

	Preferred stock		Common stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholder's Equity (Deficit)
	Shares	Amount	Shares	Amount			
Balance March 28 2019 (date of inception)	-	$ -	-	$ -	$ -	$ -	-
Founders shares	-	-	25,000,000	2,500	(2,500)	-	-
Stock based compensation	-	-	1,375,000	138	57,063	-	57,201
Shares issued for cash	-	-	2,590,364	259	429,741	-	430,000
Shares issued for conversion of notes payable - related parties	-	-	2,500,000	250	399,750	-	400,000
Beneficial conversion feature	-	-	-	-	237,256	-	237,256
Loss on conversion	-	-	-	-	14,999	-	- 14,999
Net loss	-	-	-	-	-	(701,994)	(701,994)
Balance December 31, 2019	-	-	31,465,364	3,147	1,136,309	(701,994)	437,462
Stock based compensation	-	-	3,175,498	318	3,234,263	-	3,234,581
Shares issued for cash	-	-	4,577,043	458	1,549,542	-	1,550,000
Options granted	-	-	-	-	190,127	-	190,127
Beneficial issuance feature of shares on debt instrument	-	-	100,000	10	105,516	-	105,526
Conversion of debt to equity - related parties	-	-	25,409,544	2,540	252,026	-	254,566

Net loss	-	-	-	-	-	(7,254,006)	(7,254,006)
Balance December 31, 2020	-	$ -	64,727,449	$ 6,473	$ 6,467,783	$ (7,956,000)	$ (1,481,744)

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Consolidated Statements of Cash Flows

	For the year ended December 31, 2020	For the period from March 28, 2019 (date of inception) through December 31, 2019
Cash flows from operating activities:		
Net Loss	$ (7,254,006)	$ (701,994)
Adjustments to reconcile net loss to net cash provided by/(used in) operating activities:		
Stock based compensation	4,624,708	57,201
Depreciation and amortization	451,533	165,230
Amortization of debt discount	248,713	19,069
Loss on settlement	300,000	-
Loss on change of fair market value	50,000	-
Loss on conversion of notes payable- related party	-	14,999
Changes in operating assets and liabilities:		
Accounts receivable	(168,126)	(25,514)
Inventory	(4,450)	(36,605)
Prepaid expenses and other current assets	(129,848)	(30,230)
Accounts payable and accrued expenses	(81,574)	(29,057)
Accounts payable and accrued expenses - related party	355,381	51,125
Net cash used in operating activities	(1,607,669)	(515,776)
Cash flows from investing activities:		
Acquisition of EzFill FL, LLC	-	(175,000)
Acquisition of fixed assets	(24,075)	(43,429)
Net cash used in investing activities	(24,075)	(218,429)
Cash flows from financing activities:		
Proceeds from issuance of common stock	1,550,000	430,000
Proceeds from issuance of note payable	1,154,673	-
Proceeds from issuance of related party debt	20,000	440,000
Repayment of debt	(14,939)	(18,813)
Repayment of related party debt	(227,211)	(84,890)
Net cash provided by financing activities	2,482,523	766,297
Net change in cash and cash equivalents	850,779	32,092
Cash and cash equivalents at beginning of period	32,092	-
Cash and cash equivalents cash at end of period	$ 882,871	$ 32,092
Noncash financing activity:		
Assets acquired for stock in related party company	$	$ 101,000
Debt Discount	$ 105,526	$ 237,536
Shares issued upon conversion of debt	$ 220,000	$ 400,000
Vehicles acquired with notes	$ 62,400	$ 280,282
Acquisition of Neighborhood Fuel	$ 700,000	$ -
Shares issued to founders	$ -	$ 2,500
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 41,142	$ 22,128
Cash paid for taxes	$ -	$ -

The accompanying notes are an integral part of the consolidated financial statements.

EzFill Holdings, Inc.
Notes to Consolidated Financial Statements
For the year ended December 31, 2020
and the period from March 28, 2019 (date of inception)
through December 31, 2019

(1) Nature of Organization and Summary of Significant Accounting Policies

Nature of Organization

EzFill Holdings, Inc. (the Company) was incorporated on March 28, 2019 in the State of Delaware and operates in South Florida providing an on-demand mobile gas delivery service.

Basis of Presentation

The Company's financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the year ended December 31, 2020 and the period from March 28, 2019 (date of inception) through December 31, 2019.

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. The significant estimates and assumptions made by management include valuation allowance for deferred tax assets, depreciation of property and equipment, recoverability of long-lived assets, fair value of equity instruments and the assumptions used in Black-Scholes valuation models related to stock options and warrants. Actual results could differ from those estimates as the current economic environment has increased the degree of uncertainty inherent in these estimates and assumptions.

Cash and Cash Equivalents

The Company considers all highly liquid securities with original maturities of three months or less when acquired, to be cash equivalents. At December 31, 2020 and 2019, the Company had $882,870 and $32,092 in cash and cash equivalents, respectively.

Concentrations

Major Customers

The Company had one customer that made up 10% of accounts receivable as of December 31, 2019. For the period ended December 31, 2019, the Company had no customers that made up 10% or more of revenue.

The Company had one customer that made up 68% of accounts receivable as of December 31, 2020. For the year ended December 31, 2020, the Company had two customers that made up 10% or more of revenues individually, 38% and 11%, respectively.

Major Vendors

The Company purchases substantially all of its fuel from one vendor.

Accounts Receivable

The Company reviews accounts receivable periodically for collectability and establishes an allowance for doubtful accounts and records bad debt expense when deemed necessary. The Company records an allowance for doubtful accounts that is based on historical trends, customer knowledge, any known disputes, and considers the aging of the accounts receivable balances combined with management's estimate of future potential recoverability. Accounts are written off against the allowance after all attempts to collect a receivable have failed. The Company believes all of its receivables at December 31, 2020 and 2019 are collectible and therefore, no allowance has been recorded.

Inventory

Inventory is valued at the lower of the inventory's cost or market using the first-in, first-out method. Management compares the cost of inventory with its net realizable value and an allowance is made to write down inventory to net realizable value, if lower. Inventory consists solely of fuel. At December 31, 2020 and 2019, the allowance was $0 in the consolidated financial statements.

Deferred Offering Costs

The Company includes offering costs directly associated with its IPO in prepaids and deferred offering costs in the consolidated balance sheet. Upon the completion of this offering, deferred offering costs will be offset against additional paid in capital. As of December 31, 2020 and 2019, the Company recorded $153,597 and $20,000 to deferred offering costs.

Property, Equipment and Depreciation

Property and equipment are stated at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets. Expenditures for additions and improvements are capitalized, while repairs and maintenance costs are expensed as incurred. The cost and related accumulated depreciation of property and equipment sold or otherwise disposed of are removed from the accounts and any gain or loss is recorded in the year of disposal.

Property and Equipment	**Useful Life**
Equipment	5 years
Automobiles	5 years

Acquisitions and Intangible Assets

The Company accounts for acquisitions in accordance with ASC 805, Business Combinations ("ASC 805") and ASC 350, Intangibles- Goodwill and Other ("ASC 350"). The acquisition method of accounting requires that assets acquired and liabilities assumed be recorded at their fair values on the date of a business acquisition. The consolidated financial statements and results of operations reflect an acquired business from the completion date of an acquisition. The judgments that the Company makes in determining the estimated fair value assigned to each class of assets acquired and liabilities assumed, as well as asset lives, can materially impact net income in periods following an asset acquisition. The Company generally uses either the income, cost or market approach to aid in their conclusions of such fair values and asset lives. The income approach presumes that the value of an asset can be estimated by the net economic benefit to be received over the life of the asset, discounted to present value. The cost approach presumes that an investor would pay no more for an asset than its replacement or reproduction cost. The market approach estimates value based on what other participants in the market have paid for reasonably similar assets. Although each valuation approach is considered in valuing the assets acquired, the approach ultimately selected is based on the characteristics of the asset and the availability of information.

The Company amortizes finite lived intangible assets over their estimated useful lives, which range between two and five years as follows:

Intangible Asset	Useful Life
Customer list	5 years
Mobile app	3 years
Non-Compete	2 years
Trade name	5 years

Long-lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the related carrying amounts may not be recoverable. Determining whether an impairment has occurred typically requires various estimates and assumptions, including determining which cash flows are directly related to the potentially impaired asset, the useful life over which cash flows will occur, their amount and the asset's residual value, if any. In turn, measurement of an impairment loss requires a determination of fair value, which is based on the best information available. The Company uses quoted market prices when available and independent appraisals and management estimates of future operating cash flows, as appropriate, to determine fair value.

Fair Value of Financial Instruments

The carrying amounts of cash, accounts receivable, and accounts payable approximate fair value because of the relative short-term maturity of these items and current payment expected. These fair value estimates are subjective in nature and involve uncertainties and matters of significant judgment, and therefore cannot be determined with precision. Changes in assumptions could significantly affect these estimates. The Company does not hold or issue financial instruments for trading purposes, nor does it utilize derivative instruments.

ASC 825, Financial Instruments, clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. It also requires disclosure about how fair value is determined for assets and liabilities and establishes a hierarchy for which these assets and liabilities must be grouped, based on significant levels of inputs as follows:

Level 1: Quoted prices in active markets for identical assets or liabilities.
Level 2: Quoted prices in active markets for similar assets and liabilities and inputs that are observable for the asset or liability.
Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The determination of where assets and liabilities fall within this hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The carrying value of financial assets and liabilities recorded at fair value is measured on a recurring or nonrecurring basis. Financial assets and liabilities measured on a non-recurring basis are those that are adjusted to fair value when a significant event occurs. The Company had no financial assets or liabilities carried and measured on a recurring basis during the reporting periods. Financial assets and liabilities measured on a recurring basis are those that are adjusted to fair value each time a financial statement is prepared.

Revenue Recognition

The Company generates its revenue from mobile gas sales, either as a one-time purchase, or through a monthly membership. Revenue is recognized at the time of delivery and includes a delivery fee for each delivery or a subscription fee on a monthly basis for memberships. Under Financial Accounting Standards Board (FASB) issued Accounting Standards Update ("ASU") No. 2014-09 (Topic 606) "Revenue from Contracts with Customers", revenue from contracts with customers is measured based on the consideration specified in the contract with the customer, and excludes any sales incentives and amounts collected on behalf of third parties. A performance obligation is a promise in a contract to transfer a distinct good or service to a customer, and is the unit of account under Topic 606. The Company's contracts with its customers do not include multiple performance obligations. The Company recognizes revenue when a performance obligation is satisfied by transferring control over a product or service to a customer. The amount of revenue recognized reflects the consideration the Company expects to be entitled to in exchange for such products or services.

Convertible Debt

The Company considers guidance within ASC 470-20, *Debt* (ASC 470), ASC 480, and ASC 815 when accounting for the issuance of convertible debt with detachable warrants. The Company classifies stock warrants as either equity instruments, derivative liabilities, or liabilities depending on the specific terms of the warrant agreement. In circumstances in which debt is issued with liability-classified warrants, the proceeds from the issuance of convertible debt are first allocated to the warrants at their full estimated fair value and established as both a liability and a debt discount. The remaining proceeds, as further reduced by discounts created by the bifurcation of embedded derivatives and a beneficial conversion feature, is allocated to the debt. The Company accounts for debt as liabilities measured at amortized cost and amortizes the resulting debt discount from the allocation of proceeds, to interest expense using the effective interest method over the expected term of the debt instrument pursuant to ASC 835, *Interest* (ASC 835).

Beneficial Conversion Feature. If the amount allocated to the convertible debt results in an effective per share conversion price less than the fair value of the Company's common stock on the commitment date, the intrinsic value of this beneficial conversion feature is recorded as a discount to the convertible debt with a corresponding increase to additional paid-in capital. The beneficial conversion feature discount is equal to the difference between the effective conversion price and the fair value of the Company's common stock at the commitment date, unless limited by the remaining proceeds allocated to the debt.

Advertising Costs

Advertising costs are expensed as incurred. The Company incurred advertising costs for the year ended December 31, 2020 and the period from March 28, 2019 (date of inception) through December 31, 2019 of approximately $34,000 and $33,000, respectively.

Income Taxes

The provision for income taxes and deferred income taxes are determined using the asset and liability method. Deferred tax assets and liabilities are determined based on temporary differences between the financial carrying amounts and the tax basis of assets and liabilities using enacted tax rates in effect in the years in which the temporary differences are expected to reverse. On a periodic basis, the Company assesses the probability that its net deferred tax assets, if any, will be recovered. If after evaluating all of the positive and negative evidence, a conclusion is made that it is more likely than not that some portion or all of the net deferred tax assets will not be recovered, a valuation allowance is provided by a charge to tax expense to reserve the portion of the deferred tax assets which are not expected to be realized.

The Company reviews its filing positions for all open tax years in all U.S. federal and state jurisdictions where the Company is required to file. The tax years subject to

examination include the years 2019 and forward.

When there are uncertainties related to potential income tax benefits, in order to qualify for recognition, the position the Company takes has to have at least a "more likely than not" chance of being sustained (based on the position's technical merits) upon challenge by the respective authorities. The term "more likely than not" means a likelihood of more than 50 percent. Otherwise, the Company may not recognize any of the potential tax benefit associated with the position. The Company recognizes a benefit for a tax position that meets the "more likely than not" criterion at the largest amount of tax benefit that is greater than 50 percent likely of being realized upon its effective resolution. Unrecognized tax benefits involve management's judgment regarding the likelihood of the benefit being sustained. The final resolution of uncertain tax positions could result in adjustments to recorded amounts and may affect results of operations, financial position and cash flows.

The Company's policy is to recognize interest and/or penalties related to income tax matters in income tax expense. The Company had no accrual for interest or penalties at December 31, 2020 or 2019, and has not recognized interest and/or penalties during the period since there are no material unrecognized tax benefits.

Net loss per share

Basic loss per share is computed by dividing net loss by the weighted average number of common shares outstanding for the period. Diluted earnings per share reflect the potential dilution that could occur if stock options or other contracts to issue common stock were exercised or converted during the period. FASB ASC 260, *Earnings per Share*, requires a dual presentation of basic and diluted earnings per share. Any stock options, convertible debt or other instruments that would have an anti-dilutive effect have been excluded from the computation of earnings per share. The number of such shares excluded from the computations of diluted loss per share are 173.800 for stock options calculated under the treasury stock method for 2020 and 25,409,544 for convertible debt for 2019.

Stock-based compensation

The Company accounts for employee stock awards for services based on the grant date fair value of the instrument issued and those issued to non-employees are recorded based on the grant date fair value of the consideration received or the fair value of the equity instrument, whichever is more reliably measurable. Compensation expense from stock awards is expensed over the service period. Forfeitures are recognized as they occur.

Recent accounting pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update ("ASU") No. 2014-09 (Topic 606) "Revenue from Contracts with Customers." Topic 606 supersedes the revenue recognition requirements in ASC Topic 605, "Revenue Recognition", and requires entities to recognize revenue when they transfer control of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The adoption of Topic 606 did not have a material impact to revenues and net loss presented in the consolidated statements of operations.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 requires lessees to recognize lease assets and lease liabilities on the balance sheet and requires expanded disclosures about leasing arrangements. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018 and interim periods in fiscal years beginning after December 15, 2018, with early adoption permitted. ASU 2016-02 and additional ASUs are now codified as ASC 842, *Leases*. ASC 842 supersedes the lease accounting guidance in ASC 840 *Leases*, and requires lessees to recognize a lease liability and a corresponding lease asset for virtually all lease contracts. It also requires additional disclosures about leasing arrangements. Topic 842 was effective January 1, 2020. The adoption of Topic 842 did not have a material impact on the consolidated financial statements.

In June 2018, the FASB issued ASU 2018-07, *Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting,* which simplifies the accounting for share-based payments granted to nonemployees for goods and services and aligns most of the guidance on such payments to nonemployees with the requirements for share-based payments granted to employees. ASU 2018-07 was effective on January 1, 2019. The adoption of this ASU did not have a material impact on the Company's financial statements and disclosures.

All other newly issued accounting pronouncements not yet effective have been deemed either immaterial or not applicable.

Reclassifications

Certain amounts have been reclassified in order to be consistent with the presentation.

(2) Going concern

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

The Company has sustained a net loss since inception and does not have sufficient revenues and income to fully fund the operations. Because of the significance of these events, the Company may not be able to meet its recurring business obligations, and it further raises substantial doubt about the Company's ability to continue as a going concern. As a result, the Company has relied on loans from stockholders and others as well as stock sales to fund its activities to date. For the year ended December 31, 2020, the Company had a net loss of $7,254,006. At December 31, 2020, the Company had an accumulated deficit of $7,956,000 and a working capital deficit of $2,459,829 The Company anticipates that it will continue to incur losses in future periods until the Company is successful in significantly increasing its revenues, if ever, particularly in light of the adverse impact of the Covid-19 pandemic on its Company's operations. The Company plans to mitigate significant events which currently preclude it from continuing as a going concern by raising funds in this Offering and generating positive free cashflow from ongoing business operations. There are no assurances that the Company will be able to raise its revenues to a level which supports profitable operations and provides sufficient funds to pay its obligations. If the Company is unable to meet those obligations or to complete this Offering, the Company's existing business and operations will be in jeopardy. The Company could be forced to cease its operations. The Company's management has concluded that there is substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that may result from the outcome of this uncertainty.

(3) Related Party Transactions

During the twelve months ended December 31, 2020 and 2019, the Company issued convertible notes payable to related parties totaling $-0- and $-0-, net of debt discount of $-0- and $620,000. During the twelve months ending December 31, 2020 and 2019, related parties converted principal to equity for $254,566 and $400,000, respectively, including accrued unpaid interest. During the twelve months ended December 31, 2020 and 2019, $870 and $10,123 of the debt discount was amortized on these convertible notes. The Company issued 25,409,544 and 2,500,000 shares of common stock for conversion of related party convertible notes from debt to equity, respectively, during the twelve months ended December 31, 2020 and 2019, respectively, including accrued unpaid interest at time of conversion. Remaining principal balance on related party convertible notes was $-0- at December 31, 2020. See note 9. Balance of the related party convertible notes at December 31, 2020 and 2019, net of unamortized debt discount, was $-0- and $10,123, respectively.

During the twelve months ended December 31, 2020 and 2019, the Company issued notes payable to related parties totaling $20,000 and $630,500, net of debt discount of $5,526 and $27,256 along with 56,000 and 224,000 stock options, respectively. During the twelve months ended December 31, 2020 and 2019, total payments of $227,211 and $84,890 were made on outstanding related party notes payable, and $23,836 and $8,946 of the total debt discount was amortized, respectively. Remaining principal balance, net of unamortized debt discount, on related party notes payable as of December 31, 2020 and 2019 was $270,645 and $527,300, respectively. See note 8.

As of December 31, 2020 and 2019, the Company had accounts payable and accrued liabilities due to related parties of $2,621,940 and $51,125, respectively. These liabilities are due to purchases of fuel, accrued interest on related party notes, and accrued executive payroll.

On April 5, 2019, the Company issued a total of 25,000,000 shares of common stock to the two founders.

On April 11, 2019, the Company entered into an employment agreement with a former owner of a business sold to the Company. The agreement calls for an annual salary of $75,000, an annual bonus of $25,000 and an annual raise of up to 5% of the total salary based upon an annual review. As per the agreement, 1,375,000 shares of the Company's common stock are to be issued and held in escrow by the Company's legal counsel and disbursed in equal one-third (1/3) increments on each anniversary of the employment. Stock-based compensation was recognized in the year ending December 31, 2020 and the period ending December 31, 2019 in the amounts of $76,063 and $57,063, respectively. See note 11.

In December 2020, the Company issued 2,000,000 shares of common stock to related parties for consulting services. Stock-based compensation was recognized in the year ending December 31, 2020 of $2,000,000. See note 11.

During the twelve months ended December 31, 2020 and 2019, the Company issued 500,000 and -0- shares of common stock to executives and other employees as a signing bonus, respectively. The Company recorded stock-based compensation expense of $500,000 and $-0- during the twelve months ended December 31, 2020 and the period ended December 31, 2019, respectively.

The Company entered into a consulting agreement, dated November 18, 2020 with Balance Labs, Inc., the President of which is the former President of the Company and beneficial owner of approximately 37% of the Company's shares. Pursuant to the agreement, Balance Labs will provide various consulting services to the Company going forward. In payment of services that Balance Labs has already provided, the Company issued Balance Labs 1,000,000 shares of its common stock and upon the completion of its initial public offering we will make a one-time payment of $200,000 to Balance Labs. During the first year of the term of the agreement, the Company will pay Balance Labs $25,000 per month, provided that no payments will be due until after the completion of our initial public offering. In the second year of the agreement, the payment will decrease to $22,500 per month. On each anniversary of the initial term and the renewal terms the Company will issue Balance Labs 500,000 shares of its common stock.

(4) Fixed Assets

Fixed assets consisted of the following:

Description	December 31, 2020	December 31, 2019
Fixed assets:		
Equipment	$ 42,643	$ 34,804
Vehicles	529,742	330,920
Total Fixed Assets	572,385	365,724
Accumulated Depreciation	(143,818)	(29,427)
Fixed assets, net	$ 428,567	$ 336,297

Depreciation expense totaled $114,391 and $29,427 for the year ended December 31, 2020 and the period from March 28, 2019 (date of inception) through December 31, 2019, respectively.

(5) Intangible Assets

Intangible assets consisted of the following:

Description	December 31, 2020	December 31, 2019
Indefinite lived intangible assets:		
Goodwill	$ 109,983	$ 108,707
Total indefinite lived intangible assets	$ 109,983	$ 108,707
Finite lived intangible assets consisted of the following:		
Other intangible assets:		
Trademarks	$ 103,258	$ 52,699
Software	504,314	252,423
Customer list	855,073	459,657
Non-compete	858	-
Total other intangible assets	$ 1,463,503	$ 764,779
Accumulated amortization	(472,944)	(135,803)
Total other intangible assets, net	$ 990,559	$ 628,976

Amortization expense on intangible assets totaled $337,141 and $135,803 for the year ended December 31, 2020 and the period from March 28, 2019 (date of inception) through December 31, 2019, respectively. See also note 13.

Future amortization schedule for intangible assets is as follows:

2021	$ 360,445
2022	360,445
2023	269,669
Total	$ 990,559

(6) Accounts Payable and Accrued Liabilities

The Company had accounts payable and accrued liabilities at December 31, 2020 and December 31, 2019 as follows:

	December 31, 2020	December 31, 2019
Accounts Payable and Accrued Liabilities:		
Accounts payable	$ 4,076	$ 8,295
Accrued expenses	68,290	32,994
Accrued interest	44,099	36,653
Total Accounts Payable and Accrued Liabilities	116,465	77,942
Accounts Payable and Accrued Liabilities – Related Parties:		
Accounts payable - fuel	211,523	51,125
Accrued payroll	160,417	-
Acquisition consideration payable in shares	750,000	-
Settlement payable	300,000	-
Signing and performance bonus payable in shares	1,200,000	-
Total Accounts Payable and Accrued Liabilities, Related Parties	$ 2,621,940	$ 51,125

(7) Notes Payable

On April 9, 2019, as part of an asset purchase agreement, the Company assumed promissory notes in the total amount of $113,281 related to the purchased assets (see note 13). These notes are secured by Company vehicles, bear interest at rates ranging from 3.75% to 7.44% and mature at various dates ranging from January 26, 2022 through December 17, 2023. During the period ending December 31, 2019, principal payments of $18,813 were made. During the year ended December 31, 2020, principal payments of $14,940 were made. As of December 31, 2020 and 2019, remaining principal balance on these notes was $94,469 and $79,529, respectively.

On November 24, 2020 the Company issued a note payable in the amount of $1,000,000; the loan bears interest at a rate of 1% per month; the maturity date on the loan is April 21, 2021; the Company has the option to extend the maturity date for seven one-month terms. As part of the terms of the loan, the note holder was issued 100,000 shares of common stock. The Company recorded a $100,000 debt discount during the twelve months ended December 31, 2020. The Company recorded amortization of debt discount on this loan of $25,000 for the twelve months ended December 31, 2020.

On December 2, 2020, the Company issued a promissory note related to the purchase of a vehicle in the amount of $62,400. The promissory note bears an interest rate of 6.8% and matures on November 2, 2025. During the period ending December 31, 2020, there were no principal payments on the note.

Maturities of long-term debt (including related parties) as of December 31, 2020 are as follows:

2021	$ 1,074,067
2022	184,237
2023	46,147
2024	230,000
2025	15,640
Total	$ 1,550,091

(8) Notes Payable – related party

On April 4, 2019, the Company issued a note payable to a related party in the amount of $200,000. This note is unsecured, bears interest at 10% and matures on April 4, 2024. $150,000 of this note payable is guaranteed by a separate related party plus 5% interest. As of December 31, 2020 and 2019, outstanding principal balance on note payable with related party is $200,000 and $200,000, respectively.

On May 6, 2019, the Company issued a note payable to a related party in the amount of $20,000. This note is unsecured, bears interest at 10% and matures on May 6, 2024.

On May 8, 2019, the Company issued a note payable to a related party in the amount of $20,000. This note is unsecured, bears interest at 10% and matures on May 8, 2024.

On July 1, 2019, the Company issued two notes payable with related parties in the amount of $20,000. These notes are unsecured, bear interest at 10% and mature on July 8, 2020 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this note payable, the noteholders were granted 56,000 stock options at an exercise price of $0.36 per share. The options granted were valued using the Black Scholes method (see note 11) and a debt discount of $6,281 was allocated to the promissory notes based on the relative fair value of options granted. As of December 31, 2020, $6,281 of this debt discount had been amortized to the value of the notes. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the notes payable to related parties in full.

On July 12, 2019, the Company issued two notes payable with related parties in the amount of $20,000. This note is unsecured, bears interest at 10% and matures on July 12, 2020 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this notes payable, the noteholders were granted 56,000 stock options at an exercise price of $0.36 per share. These options were valued using the Black Scholes method (see note 11) and a debt discount of $6,280 was allocated to these promissory notes based on the relative fair value of options granted. As of December 31, 2020, $6,280 of this debt discount had been amortized to the value of the notes. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the notes payable to related parties in full.

On July 17, 2019, the Company issued a note payable to a related party in the amount of $37,000. This note is secured by a Company vehicle, bears interest at 3.5% and matures on August 18, 2021. During the year ended December 31, 2019, principal payments of $7,504 were made. During the year ended December 31, 2020, principal payments of $26,442 were made.

On July 29, 2019, the Company issued two notes payable to a related party in the amount of $20,000. These notes are unsecured, bear interest at 10% and matures on July 29, 2020 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this notes payable, the noteholders were granted 56,000 stock options at an exercise price of $0.36 per share. These options were valued using the Black Scholes method (see note 11) and a debt discount of $6,278 was allocated to the promissory notes based on the relative fair value of options granted. As of December 31, 2020, $6,278 of this debt discount had been amortized to the value of the notes. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the notes payable to related parties in full.

On December 5, 2019, the Company issued a note payable to a related party in the amount of $5,000. This note is unsecured, bears interest at 10% and matures on July 12, 2020 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this note payable, the noteholder was granted 14,000 stock options at an exercise price of $0.36 per share. These options were valued using the Black Scholes method (see note 11) and a debt discount of $1,853 was

allocated to this promissory note based on the relative fair value of options granted. As of December 31, 2020, $1,853 of this debt discount had been amortized to the value of the note. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the note payable to related party in full.

On December 12, 2019, the Company issued a note payable to a related party in the amount of $130,000. This note is secured by a Company vehicle, bears interest at 5.25% and matures on January 18, 2020. During the year ended December 31, 2020, principal payments of $34,655 were made.

On December 5, 2019, the Company issued two notes payable to related parties in the amount of $10,000. These notes are unsecured, bear interest at 10% and matures on December 24, 2020 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this notes payable, the noteholder was granted 28,000 stock options at an exercise price of $0.36 per share. These options were valued using the Black Scholes method (see note 11) and a debt discount of $2,682 was allocated to the promissory notes based on the relative fair value of options granted. As of December 31, 2020, $2,682 of this debt discount had been amortized to the value of the notes. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the notes payable to related parties in full.

On December 24, 2019, the Company issued two notes payable to related parties in the amount of $10,000. The notes are unsecured, bears interest at 10% and matures on December 24, 2020 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this notes payable, the noteholder was granted 28,000 stock options at an exercise price of $0.166 per share. These options were valued using the Black Scholes method (see note 11) and a debt discount of $3,882 was allocated to the promissory notes based on the relative fair value of options granted. As of December 31, 2020, $3,882 of this debt discount had been amortized to the value of the notes. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the notes payable to related parties in full.

On January 17, 2020, the Company issued two notes payable to related parties in the amount of $20,000. The notes are unsecured, bear interest at 10% and mature on January 17, 2021 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. In consideration of this note payable, the noteholder was granted 56,000 stock options at an exercise price of $0.166 per share. These options were valued using the Black Scholes method (see note 11) and a debt discount of $5,526 was allocated to this promissory note based on the relative fair value of options granted. As of December 31, 2020, $5,526 of this debt discount had been amortized to the value of the note. During the twelve months ended December 31, 2020, the Company repaid the principal balance of the notes payable to related parties in full.

(9) Convertible notes payable – related party

On April 4, 2019, the Company issued two convertible notes payable to related parties in the amount of $200,000. These notes are unsecured, bear interest at 10% and mature on April 4, 2024. On or before the maturity date, the noteholders have the option to convert the full amount due under the convertible note agreements into common shares at a price of $0.01 per share, plus accrued unpaid interest. The note holders of the convertible promissory notes received the benefit of a deemed conversion price that was below the estimated fair value of the Company's common stock at the time of issuance. The fair value of this beneficial conversion feature was estimated to be $200,000. A debt discount was recorded in the amount of $200,000 and amortized to interest expense using the effective interest method over the term of the convertible promissory note. During the twelve months ended December 31, 2020, $200,000 of the convertible notes payable converted into 22,868,588 shares of common stock, including accrued unpaid interest. At December 31, 2020, the convertible notes payable with related parties principal balance was repaid in full.

On April 9, 2019, the Company acquired a convertible note payable to a related party in the amount of $533,500. This note is unsecured, bears interest at 4% and matures on July 1, 2020. This shall be reduced by monthly payments of $10,000 beginning on May 1, 2019. At any time during the term of this convertible note, the Noteholder has the option to convert the outstanding amount due into shares of the Company' common stock at 15% discount. This convertible note has a default rate of 12% per year. On April 9, 2019, $400,000 of this convertible note payable was converted into 2,500,000 shares of common stock (see note 12) and the Company recorded a $14,999 loss on conversion of the note. Principal repayments of $77,386 and $56,114 were made during the periods ended December 31, 2019 and 2020, respectively. During the twelve months ended December 31, 2020, the convertible note principal balance with related party was repaid in full.

On July 1, 2019, the Company issued two convertible notes payable to related parties in the amount of $20,000. This note is unsecured, bears interest at 10% and matures on July 1, 2024 or the date that the Company raises $250,000 or more from outside investors, whichever is sooner. On or before the maturity date, the Noteholder has the option to convert the full amount due under this convertible note into common shares at a price of $0.01 per share, plus accrued unpaid interest. The holder of the above convertible promissory note received the benefit of a deemed conversion price that was below the estimated fair value of the Company's common stock at the time of issuance. The fair value of this beneficial conversion feature was estimated to be $20,000. A debt discount was recorded in the amount of $20,000 and amortized to interest expense using the effective interest method over the term of the convertible promissory note. During the twelve months ended December 31, 2020, $20,000 of the notes payable with related parties converted into 2,306,858 shares of common stock, including accrued unpaid interest. During the twelve months ended December 31, 2020, the convertible notes payable with related parties was repaid in full.

(10) SBA PPP Loan

On April 20, 2020, the Company received loan proceeds in the amount of $154,673 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight-week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Company intends to use the proceeds for purposes consistent with the PPP. While the Company currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, it cannot assure you that it will not take actions that could cause the Company to be ineligible for forgiveness of the loan, in whole or in part.

As of December 31, 2020, no repayments have been made.

(11) Shareholders/ Equity

Common stock

On April 5, 2019, 25,000,000 shares of common stock were issued to the two founders of the Company as founders shares.

On April 9, 2019, a note payable in the amount of $400,000 was converted to 2,500,000 shares of common stock and the Company recorded $14,999 as a loss on conversion (see Note 9).

On April 11, 2019, the Company entered into an employment agreement with a former owner of a business sold to the Company (see note 3). Total stock compensation of $76,083 and $57,063 was recognized as of December 31, 2020 and 2019, respectively, based on the fair value of shares at April 11, 2019.

During the periods ended December 31, 2020 and 2019, 4,577,043 and 2,590,364 shares of common stock were sold for cash proceeds of $1,550,000 and $430,000

respectively.

During the twelve months ended December 31, 2020 and 2019, the Company issued 500,000 and -0- shares of common stock to executives and other employees as a signing bonus, respectively. The Company recorded stock-based compensation expense of $500,000 and $-0- during the twelve months ended December 31, 2020 and 2019, respectively.

During the twelve months ended December 31, 2020 and 2019, the Company issued 2,645,498 and -0- shares of common stock for sponsorship and consulting services, respectively. The Company recorded stock-based compensation expense of $2,645,498 and $-0- during the twelve months ended December 31, 2020 and 2019, respectively.

In November 2020, the Company issued 25,409,544 shares of common stock as conversion at $0.01 per share of previously issued convertible notes with related parties, including accrued interest.

The Company issued 100,000 shares of common stock on December 2, 2020 to a lender for debt financing. The Company recorded a discount on this issuance of $100,000 during the twelve months ended December 31, 2020.

Stock Options

Pursuant to certain notes payable agreements and sponsorship agreements entered into during the periods ended December 31, 2020 and 2019, 333,506 and 224,000 stock options were granted, respectively (see note 8).

The following table represents option activity during the periods ended December 31, 2020 and 2019:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)
Vested and Exercisable at March 28, 2019	—	$ —	
Options granted	224,000	0.34	4.5
Vested and Exercisable at December 31, 2019	224,000	0.34	4.5
Options granted	333,506	0.53	4.5
Vested and Exercisable at December 31, 2020	557,506	$ 0.45	4.1

As of December 31, 2020, there was a total of 557,506 stock options outstanding, all vested, of which 280,000 were granted to founders in connection with promissory notes issued by the Company and 277,506 granted in connection with sponsorship agreements. The options are exercisable for five years from the dates of grant, which were from July 2019 to December 2020. The options all vested immediately upon grant and have exercise prices ranging from $0.17 to $0.60. The options with sponsors could terminate earlier than five years if certain conditions occur. The sponsors will continue to be granted a total of 30,834 options per month until the Company completes its IPO, after which the sponsors will be granted fully vested shares for a total of $18,500 per month based on the closing share price on the date of grant.

The fair value of the stock options was determined using the Black-Scholes option pricing model with the following assumptions: i) risk free interest rate of approximately 2%, ii) expected life of 5 years, iii) dividend yield of 0%, iv) expected volatility range of approximately 204%-228%.

The intrinsic value of options outstanding at December 31, 2020 and 2019 was approximately $307,000 and $0, respectively.

(12) Commitments and Contingencies

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a “Public Health Emergency of International Concern” and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical areas in which the Company operates. While it is unknown how long these conditions will last and what the complete financial effect will be to the company, to date, the Company is experiencing declining revenues from certain customers.

Additionally, it is reasonably possible that estimates made in the financial statements have been, or will be, materially and adversely impacted in the near term as a result of these conditions, including expected collections on receivables.

On February 19, 2020, the Company entered into an employment agreement with the seller of an acquired company. The agreement called for an annual salary of $100,000 with monthly commissions of 5% of gross margins to be paid contingent on bringing in revenues of $200,000 per month as well as a performance bonus of $500,000 of the Company’s common stock contingent at least $400,000 in revenues per month for at least three months in a row. The agreement also called for a signing bonus of $750,000 worth of the Company’s common stock to be valued based on the valuation of an initial public offering. In November 2020, the employment agreement was amended to include an increase in annual salary to $130,000 per year. In the amended agreement, the Company also acknowledged that both the $750,000 signing bonus and $450,000 in performance bonus had been fully earned. With the executed amendment, the Company recorded an additional $450,000 in bonus payable and stock compensation expense during the twelve months ended December 31, 2020, for a total of $1,200,000 reflected as an accrued liability at year-end.

On June 25, 2020, the Company entered into a Severance and Release Agreement with a former consultant in which restricted stock will be issued to the consultant in the amount of $300,000 following the close of an initial public offering. As at December 31, 2020, $300,000 was recorded as an accrued liability and a loss on settlement.

Litigation

The Company is subject to litigation claims arising in the ordinary course of business. The Company believes that it has adequately accrued for legal matters in accordance with the requirements of GAAP. The Company records litigation accruals for legal matters which are both probable and estimable and for related legal costs as incurred. The Company does not reduce these liabilities for potential insurance or third-party recoveries. As of December 31, 2020 and 2019, the Company is not aware of any litigation, pending litigation, or other transactions that would require disclosure under GAAP.

Lease Commitment

The Company is renting office space on a month to month arrangement and the related lease commitment is not significant to the consolidated financial statements.

(13) Business Combinations

EzFill FL, LLC

On April 9, 2019, the Company entered into an Asset Purchase Agreement with EzFill FL, LLC. This acquisition was considered an acquisition of a business under ASC 805.

As per the terms of this agreement, the company acquired certain assets, including four vehicles and related delivery equipment, software/mobile application, the Company's logo, website and customer lists.

The seller was to be paid $100k of which, $35k was paid on the acquisition date and $65k to be paid out in 6 equal installments over a 6 month period as well as 100,000 shares of Balance Labs, Inc. common stock held by the Company. These shares were valued at the market price on the date of acquisition of $1.01 per share.

Additionally, a $140k cash payment was made on date of acquisition to the prior management company, a $533,500 convertible note was issued to the Company's fuel supplier (see note 9), and the Company assumed vehicle notes in the amount of $113,281 (See note 7).

A summary of the purchase price allocation at fair value is below:

	Purchase Allocation
Vehicles and delivery equipment	$ 157,093
Customer list	459,657
Mobile app	252,423
Trade name	52,699
Goodwill	108,707
	$ 1,030,579

The purchase price was paid as follows:

Cash	$ 175,000
Shares of Balance Labs	101,000
Acquisition payable	65,000
Assumed notes payable	647,579
Assumed accounts payable	42,000
	$ 1,030,579

Neighborhood Fuel, Inc

On February 19, 2020, the Company entered into an Asset Purchase Agreement with Neighborhood Fuel, Inc. This acquisition was considered an acquisition of a business under ASC 805.

As per the agreement, the Company purchased certain mobile fueling assets from Neighborhood Fuel, Inc. and assumed certain vehicle financing obligations. The Company purchased the assets with shares of the Company's common stock equal to a purchase price of $750,000, to be paid on the earlier of the completion of the Company's IPO or March 1, 2022. If the IPO occurs first, the seller will receive aggregate consideration in shares equal to $750,000 at the IPO price. If no IPO occurs by March 1, 2022, then the seller will receive aggregate consideration in shares equal to $750,000 based on a valuation of $35,000,000. The valuation of this contingent purchase price was performed using a Monte Carlo simulation that is to be revalued each period until settled. The initial fair value of these shares was $700,000 using the Monte Carlo simulation. At December 31, 2020, the fair value of these shares was $750,000 using the Monte Carlo simulation. The difference of $50,000 was recognized in earnings as a loss on change of fair market value at December 31, 2020.

A summary of the purchase price allocation at fair value is below.

	Purchase Allocation
Customer list	$ 395,416
Vehicles	198,087
Non-Compete	858
Mobile app	251,891
Trade name	50,559
Goodwill	1,276
	$ 898,087

The purchase price was paid as follows:

Common stock issuable	$ 700,000
Vehicle obligations	198,087
	$ 898,087

Transaction costs related to the acquisitions were not material.

The accompanying unaudited pro forma combined statements of operations present the accounts of EzFill Holdings, Inc. and Neighborhood Fuel for the period from March 28, 2019 (inception) to December 31, 2019 assuming the acquisition occurred on March 28, 2019 (inception).

December 31, 2019 Summary Statement of Operations	EzFill Holdings	Neighborhood Fuel	Combined
Revenue	$ 1,221,285	$ 1,788,149	$ 3,009,434

Net Loss	$ (701,994)	$ (292,785)	$ (994,779)
Net Loss per common share – basic and diluted	$ (0.02)		$ (0.03)
Weighted average common shares – basic and diluted	29,803,362		29,803,362

The accompanying unaudited pro forma combined statements of operations present the accounts of EzFill Holdings, Inc. and Neighborhood Fuel for the year ended December 31, 2020 assuming the acquisition occurred on January 1, 2020.

December 31, 2020 Summary Statement of Operations	EzFill Holdings	Neighborhood Fuel	Combined
Revenue	$ 3,586,244	$ 23,689	$ 3,609,933
Net Loss	$ (7,254,006)	$ (13,047)	$ (7,267,053)
Net Loss per common share – basic and diluted	$ (0.19)		$ (0.19)
Weighted average common shares – basic and diluted	38,194,632		38,194,632

(14) Income Taxes

The components of the deferred tax assets at December 31, 2020 and 2019 were as follows:

	2020	**2019**
Deferred tax assets:		
Stock-based compensation	478,922	-
Amortization of debt discount	19,125	-
Loss on settlement and change in fair value	76,500	-
Change in fair value	12,750	-
Intangibles	79,029	19,794
Net operating loss	1,364,501	160,627
Total gross deferred tax asset	2,030,828	180,421
Deferred tax liabilities:		
Depreciation	(3,622)	(1,811)
Less: Valuation allowances	(2,027,206)	(178,610)
Net deferred tax asset	$ -	$ -

The Company has recorded various deferred tax assets and liabilities as reflected above. In assessing the ability to realize the deferred tax assets, management considers, whether it is more likely than not, that some portion, or all of the deferred tax assets and liabilities will be realized. The ultimate realization is dependent on generating sufficient taxable income in future years. The valuation allowance is equal to 100% of the net deferred tax asset. Given recurring losses, the Company cannot conclude that it is more likely than not that such assets will be realized, therefore a full valuation allowance has been recorded.

The components of the income tax benefit and related valuation allowance for the years ended December 31, 2020 and 2019 are as follows:

	2020	2019
Current	$ -	$ -
Deferred	(1,848,596)	(178,610)
Valuation allowance	1,848,596	178,610
Total Tax Provision	$ -	$ -

A reconciliation of the provision for income taxes for the years ended December 31, 2020 and 2019 as compared to statutory rates is as follows:

	2020	**2019**
Provision at federal statutory rate of 21%	(1,523,341)	(147,419)
Permanent differences, net	1,176	399
State income tax benefit	(326,430)	(31,590)
Change in valuation allowance	1,848,596	178,610
Total income tax provision	-	-

Net operating loss carryforwards at December 31, 2020 totaled approximately $5.4 million for tax purposes, which will be available to offset future taxable income.

(15) Subsequent Events

The Company evaluates subsequent events that occur after the balance sheet date through the date the financial statements were issued.

On April 5, the Company raised $115,000 from the sale of 115,000 shares to an investor.

On April 7, 2021, the Company entered into a Technology License Agreement, under which the Company will license proprietary technology that will enable the expansion of the Company's service into certain other markets. Under the terms of the license, the Company issued 1,000,000 shares of its common stock to the licensor upon signing. The Company also issued 1,250,000 shares to the licensor in May 2021 upon the filing of a patent application related to the licensed technology. The Company will issue up to 3,450,000 additional shares to the licensor upon the achievement of certain milestones. In addition, the Company has granted stock options for 2,000,000 shares at an exercise price of $1.00 per share that will become exercisable for three years after the end of the fiscal year in which certain sales levels are achieved using the licensed technology. The Company has the option for four years after the achievement of certain milestones to either acquire the technology or acquire the licensor for the purchase price of 4,000,000 of its common shares. Until the Company exercise one of these options, it will share with the licensor 50% of pre-revenue costs and 50% of the net revenue, as defined, from the use of the technology.

On April 16, 2021, the Company raised $1,166,000 from debt financing and issued 400,000 warrants to the note holder. On April 21, 2021 and May 21, 2021, the Company exercised the option to extend the previous $1,000,000 loan for one month.

In May 2021, a total of 272,500 shares were granted to employees.

6,250,000 Shares of Common Stock

EzFill Holdings, Inc.

PRELIMINARY PROSPECTUS

ThinkEquity
a division of Fordham Financial Management, Inc.

, 2021

Through and including , 2021 (25 days after the commencement of this offering), all dealers that buy, sell or trade shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses, payable by the Company in connection with the registration and sale of the common stock being registered other than estimated fees and commissions in connection with our public offering. All amounts are estimates except the SEC registration fee and the Financial Industry Regulatory Authority, Inc. ("FINRA") filing fee.

	Amount
SEC registration fee	$ 3,136
FINRA filing fee	4,813
Accounting fees and expenses	163,712
Legal fees and expenses	300,000
Transfer agent fees and expenses	3,640
Printing and mailing expenses	
Miscellaneous fees and expenses	98,995
Total expenses	$ 574,296

ITEM 14. Indemnification of Directors and Officers.

The Company's amended and restated certificate of incorporation eliminates the personal liability of directors to the fullest extent permitted by the Delaware General Corporation Law and, together with the Company's bylaws, provides that the Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it may be amended or supplemented, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Company or, while a director or officer of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, this indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 15. Recent Sales of Unregistered Securities.

The Company has sold a total of 7,167,407 shares of its common stock within the past three years which were not registered under the Securities Act. All of the sales were made pursuant to an exemption from registration afforded by Section 4(a)(2) of the Securities Act.

ITEM 16. Exhibits and Financial Statement Schedules.

(a) The exhibits listed under the caption "Exhibit Index" following the signature page are filed herewith or incorporated by reference herein.

(b) Financial Statement Schedules

No financial statement schedules are provided because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or notes thereto.

ITEM 17. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) that, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned Registrant

undertakes that in a primary offering of securities of the undersigned Registrant pursuant to this Registration Statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned Registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned Registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned Registrant or used or referred to by the undersigned Registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned Registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) The undersigned Registrant hereby undertakes that:

(1) for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Exhibit Number	Description
1.1*	Form of Underwriting Agreement dated by and between EzFill Holdings Inc. and ThinkEquity, a division of Fordham Financial Management, Inc.
3.1	Bylaws of the Registrant
3.2	Amended and Restated Certificate of Incorporation
4.1	Form of Common Stock Certificate of the Registrant
4.2*	Form of Representative's Warrant
5.1*	Opinion of Sichenzia Ross Ference LLP
10.1	Asset Purchase Agreement between Neighborhood Fuel, Inc. and Neighborhood Fuel Holdings, LLC, dated as of February 19, 2020 (previously submitted)
10.2	Asset Sale and Purchase Agreement between EzFill Fl, LLC and EzFill Holdings, Inc., dated as of April 9, 2019
10.3#	Employment Agreement between EzFill Holdings, Inc. and Michael McConnell
10.4#	Employment Agreement between EzFill Holdings, Inc. and Cheryl Hanrehan
10.5#	Form of Board of Director Agreement
10.6#	Stock Incentive Plan
10.7#	Employment Agreement between EzFill Holdings, Inc. and Richard Dery
10.8	Promissory Note dated November 24, 2020
10.9#	Employment Agreement between EzFill Holdings, Inc. and Arthur Levine
10.10	Technology License Agreement
21	List of Subsidiaries
23.1	Consent of Sichenzia Ross Ference LLP (included as part of Exhibit 5.1)
23.2	Consent of Allen Weiss
23.3	Consent of Jack Levine
23.4	Consent of Luis Reyes
23.5	Consent of Mark Lev
23.6	M&K CPAS PLLC
24.1	Power of Attorney (included on signature page hereto).

# Indicates a management contract or any compensatory plan, contract or arrangement.
* To be filed by amendment

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in San Diego, California, on the 1st day of June, 2021.

EzFILL HOLDINGS, INC.

By: */s/ Michael McConnell*
Michael McConnell
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Michael McConnell, his/her true and lawful attorney-in-fact and agent with full power of substitution and re-substitution, for him/her and in his/her name, place and stead, in any and all capacities to sign any or all amendments (including, without limitation, post-effective amendments) to this Registration Statement, any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any or all pre- or post-effective amendments thereto, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming that said attorney-in-fact and agent, or any substitute or substitutes for him, may lawfully do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Act of 1933, the following persons in the capacities and on the dates indicated have signed this Registration Statement below.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated

Signature	Title	Date
/s/ Michael McConnell Michael McConnell	Chief Executive Officer and Director (Principal Executive Officer)	June 1, 2021
/s/ Arthur Levine Arthur Levine	Chief Financial Officer (Principal Financial and Accounting Officer)	June 1, 2021
/s/ Cheryl Hanrehan Cheryl Hanrehan	Chief Operating Officer and Director	June 1, 2021
/s/ Richard Dery Richard Dery	Chief Commercial Officer and Director	June 1, 2021

Bylaws
of
EzFill Holdings, Inc.

ARTICLE I. DIRECTORS

Section l. Function. All corporate powers shall be exercised by or under the authority of the Board of Directors. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. Directors must be natural persons who are at least 18 years of age but need not be shareholders of the Corporation. Residents of any state may be directors.

Section 2. Compensation. The shareholders shall have authority to fix the compensation of directors. Unless specifically authorized by a resolution of the shareholders, the directors shall serve in such capacity without compensation.

Section 3. Presumption of Assent. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he objects at the beginning of the meeting (or promptly upon arriving) to the holding of the meeting or transacting the specified business at the meeting, or if the director votes against the action taken or abstains from voting because of an asserted conflict of interest.

Section 4. Number. The Corporation shall have at least the minimum number of directors required by law. The number of directors may be increased or decreased from time to time by the Board of Directors.

Section 5. Election and Term. At each annual meeting of shareholders, the shareholders shall elect directors to hold office until the next annual meeting or until their earlier resignation, removal from office or death. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

Section 6. Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled by the shareholders or by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall hold office only until the next election of directors by the shareholders. If there are no remaining directors, the vacancy shall be filled by the shareholders.

Section 7. Removal of Directors. At a meeting of shareholders, any director or the entire Board of Directors may be removed, with or without cause, provided the notice of the meeting states that one of the purposes of the meeting is the removal of the director. A director may be removed only if the number of votes cast to remove him exceeds the number of votes cast against removal.

Section 8. Quorum and Voting. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members one or more committees each of which must have at least two members. Each committee shall have the authority set forth in the resolution designating the committee.

Section 10. Place of Meeting. Regular and special meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at another place designated by the person or persons giving notice or otherwise calling the meeting.

Section 11. Time, Notice and Call of Meetings. Regular meetings of the Board of Directors shall be held without notice at the time and on the date designated by resolution of the Board of Directors. Written notice of the time, date and place of special meetings of the Board of Directors shall be given to each director by mail delivery at least two days before the meeting.

Notice of a meeting of the Board of Directors need not be given to a director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting constitutes a waiver of notice of that meeting and waiver of all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, unless a director objects to the transaction of business (promptly upon arrival at the meeting) because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors must be specified in the notice or waiver of notice of the meeting.

A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of an adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. Meetings of the Board of Directors may be called by the President or the Chairman of the Board of Directors. Members of the Board of Directors and any committee of the Board may participate in a meeting by telephone conference or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation by these means constitutes presence in person at a meeting.

Section 12. Action By Written Consent. Any action required or permitted to be taken at a meeting of directors may be taken without a meeting if a consent in writing setting forth the action to be taken and signed by all of the directors is filed in the minutes of the proceedings of the Board. The action taken shall be deemed effective when the last director signs the consent, unless the consent specifies otherwise.

ARTICLE II. MEETINGS OF SHAREHOLDERS

Section l. Annual Meeting. The annual meeting of the shareholders of the corporation for the election of officers and for such other business as may properly come before the meeting shall be held at such time and place as designated by the Board of Directors.

Section 2. Special Meeting. Special meetings of the shareholders shall be held when directed by the President or when requested in writing by shareholders holding at least 10% of the Corporation's stock having the right and entitled to vote at such meeting. A meeting requested by shareholders shall be called by the President for a date not less than 10 nor more than 60 days after the request is made. Only business within the purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Section 3. Place. Meetings of the shareholders will be held at the principal place of business of the Corporation or at such other place as is designated by the Board of Directors.

Section 4. Notice. A written notice of each meeting of shareholders shall be mailed to each shareholder having the right and entitled to vote at the meeting at the address as it appears on the records of the Corporation. The meeting notice shall be mailed not less than 10 nor more than 60 days before the date set for the meeting. The record date for determining shareholders entitled to vote at the meeting will be the close of business on the day before the notice is sent. The notice shall state the time and place the meeting is to be held. A notice of a special meeting shall also state the purposes of the meeting. A notice of meeting shall be sufficient for that meeting and any adjournment of it. If a shareholder transfers any shares after the notice is sent, it shall not be necessary to notify the transferee. All shareholders may waive notice of a meeting at any time.

Section 5. Shareholder Quorum. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Any number of shareholders, even if less than a quorum, may adjourn the meeting without further notice until a quorum is obtained.

Section 6. Shareholder Voting. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. Each outstanding share shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders. An alphabetical list of all shareholders who are entitled to notice of a shareholders' meeting along with their addresses and the number of shares held by each shall be produced at a shareholders' meeting upon the request of any shareholder.

Section 7. Proxies. A shareholder entitled to vote at any meeting of shareholders or any adjournment thereof may vote in person or by proxy executed in writing and signed by the shareholder or his attorney-in-fact. The appointment of proxy will be effective when received by the Corporation's officer or agent authorized to tabulate votes. No proxy shall be valid more than 11 months after the date of its execution unless a longer term is expressly stated in the proxy.

Section 8. Validation. If shareholders who hold a majority of the voting stock entitled to vote at a meeting are present at the meeting, and sign a written consent to the meeting on the record, the acts of the meeting shall be valid, even if the meeting was not legally called and noticed.

Section 9. Conduct of Business By Written Consent. Any action of the shareholders may be taken without a meeting if written consents, setting forth the action taken, are signed by at least a majority of shares entitled to vote and are delivered to the officer or agent of the Corporation having custody of the Corporation's records within 60 days after the date that the earliest written consent was delivered. Within 10 days after obtaining an authorization of an action by written consent, notice shall be given to those shareholders who have not consented in writing or who are not entitled to vote on the action. The notice shall fairly summarize the material features of the authorized action. If the action creates dissenters' rights, the notice shall contain a clear statement of the right of dissenting shareholders to be paid the fair value of their shares upon compliance with and as provided for by the state law governing corporations.

ARTICLE III. OFFICERS

Section 1. Officers; Election; Resignation; Vacancies. The Corporation shall have the officers and assistant officers that the Board of Directors appoint from time to time. Except as otherwise provided in an employment agreement which the Corporation has with an officer, each officer shall serve until a successor is chosen by the directors at a regular or special meeting of the directors or until removed. Officers and agents shall be chosen, serve for the terms, and have the duties determined by the directors. A person may hold two or more offices.

Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt, unless the notice specifies a later date. If the resignation is effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date provided the successor officer does not take office until the future effective date. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 2. Powers and Duties of Officers. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors.

Section 3. Removal of Officers. An officer or agent or member of a committee elected or appointed by the Board of Directors may be removed by the Board with or without cause whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer, agent or member of a committee shall not of itself create contract rights. Any officer, if appointed by another officer, may be removed by that officer.

Section 4. Salaries. The Board of Directors may cause the Corporation to enter into employment agreements with any officer of the Corporation. Unless provided for in an employment agreement between the Corporation and an officer, all officers of the Corporation serve in their capacities without compensation.

Section 5. Bank Accounts. The Corporation shall have accounts with financial institutions as determined by the Board of Directors.

ARTICLE IV. DISTRIBUTIONS

The Board of Directors may, from time to time, declare distributions to its shareholders in cash, property, or its own shares, unless the distribution would cause (i) the Corporation to be unable to pay its debts as they become due in the usual course of business, or (ii) the Corporation's assets to be less than its liabilities plus the amount necessary, if the Corporation were dissolved at the time of the distribution, to satisfy the preferential rights of shareholders whose rights are superior to those receiving the distribution. The shareholders and the Corporation may enter into an agreement requiring the distribution of corporate profits, subject to the provisions of law.

ARTICLE V. CORPORATE RECORDS

Section 1. Corporate Records. The corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors on behalf of the Corporation. The Corporation shall maintain accurate accounting records and a record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each.

The Corporation shall keep a copy of its articles or restated articles of incorporation and all amendments to them currently in effect; these Bylaws or restated Bylaws and all amendments currently in effect; resolutions adopted by the Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; the minutes of all shareholders' meetings and records of all actions taken by shareholders without a meeting for the past three years; written communications to all shareholders generally or all shareholders of a class of series within the past three years, including the financial statements furnished for the last three years; a list of names and business street addresses of its current directors and officers; and its most recent annual report delivered to the Department of State.

Section 2. Shareholders' Inspection Rights. A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any books and records of the Corporation. The shareholder must give the Corporation written notice of this demand at least five business days before the date on which he wishes to inspect and copy the record(s). The demand must be made in good faith and for a proper purpose. The shareholder must describe with reasonable particularity the purpose and the records he desires to inspect, and the records must be directly connected with this purpose. This Section does not affect the right of a shareholder to inspect and copy the shareholders' list described in this Article if the shareholder is in litigation with the Corporation. In such a case, the shareholder shall have the same rights as any other litigant to compel the production of corporate records for examination.

The Corporation may deny any demand for inspection if the demand was made for an improper purpose, or if the demanding shareholder has within the two years preceding his demand, sold or offered for sale any list of shareholders of the Corporation or of any other corporation, had aided or abetted any person in procuring any list of shareholders for that purpose, or has improperly used any information secured through any prior examination of the records of this Corporation or any other corporation.

Section 3. Financial Statements for Shareholders. Unless modified by resolution of the shareholders within 120 days after the close of each fiscal year, the Corporation shall furnish its shareholders with annual financial statements which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for that year. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis.

If the annual financial statements are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the President or the person responsible for the Corporation's accounting records stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation and describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year. The Corporation shall mail the annual financial statements to each shareholder within 120 days after the close of each fiscal year or within such additional time thereafter as is reasonably necessary to enable the Corporation to prepare its financial statements. Thereafter, on written request from a shareholder who was not mailed the statements, the Corporation shall mail him the latest annual financial statements.

Section 4. Other Reports to Shareholders. If the Corporation indemnifies or advances expenses to any director, officer, employee or agent otherwise than by court order or action by the shareholders or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next annual shareholders' meeting, or prior to the meeting if the indemnification or advance occurs after the giving of the notice but prior to the time the annual meeting is held. This report shall include a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

If the Corporation issues or authorizes the issuance of shares for promises to render services in the future, the Corporation shall report in writing to the shareholders the number of shares authorized or issued, and the consideration received by the corporation, with or before the notice of the next shareholders' meeting.

ARTICLE VI. STOCK CERTIFICATES

Section 1. Issuance. The Board of Directors may authorize the issuance of some or all of the shares of any or all of its classes or series without certificates. Each certificate issued shall be signed by the President and the Secretary (or the Treasurer), or by a director. The rights and obligations of shareholders are identical whether or not their shares are represented by certificates.

Section 2. Registered Shareholders. No certificate shall be issued for any share until the share is fully paid. The Corporation shall be entitled to treat the holder of record of shares as the holder in fact and, except as otherwise provided by law, shall not be bound to recognize any equitable or other claim to or interest in the shares.

Section 3. Transfer of Shares. Shares of the Corporation shall be transferred on its books only after the surrender to the Corporation of the share certificates duly endorsed by the holder of record or attorney-in-fact. If the surrendered certificates are canceled, new certificates shall be issued to the person entitled to them, and the transaction recorded on the books of the Corporation.

Section 4. Lost, Stolen or Destroyed Certificates. If a shareholder claims to have lost or destroyed a certificate of shares issued by the Corporation, a new certificate shall be issued upon the delivery to the Corporation of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and, at the discretion of the Board of Directors, upon the deposit of a bond or other indemnity as the Board reasonably requires.

ARTICLE VII. INDEMNIFICATION

Section 1. Right to Indemnification. The Corporation hereby indemnifies each person (including the heirs, executors, administrators, or estate of such person) who is or was a director or officer of the Corporation to the fullest extent permitted or authorized by current or future legislation or judicial or administrative decision against all fines, liabilities, costs and expenses, including attorneys' fees, arising out of his or her status as a director, officer, agent, employee or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking an indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and all officers and directors against fines, liabilities, costs and expenses, whether or not the Corporation would have the legal power to indemnify them directly against such liability.

Section 2. Advances. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 1 of this Article in defending a civil or criminal proceeding shall be paid by the Corporation in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized by this Article, and upon satisfaction of other conditions required by current or future legislation.

Section 3. Savings Clause. If this Article or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Corporation nevertheless indemnifies each person described in Section 1 of this Article to the fullest extent permitted by all portions of this Article that have not been invalidated and to the fullest extent permitted by law.

ARTICLE VIII. AMENDMENT

These Bylaws may be altered, amended or repealed, and new Bylaws adopted, by a majority vote of the directors or by a vote of the shareholders holding a majority of the shares.

I certify that these are the Bylaws adopted by the Board of Directors of the Corporation.

Secretary

Date: 04/01/19

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:11 PM 06/05/2020
FILED 05:11 PM 06/05/2020
SR 20205536013 - File Number 7348130

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
EZFILL HOLDINGS, INC.

Michael D. Farkas hereby certifies that:

ONE: The original name of this company is EZFill Holdings, Inc. and the date of filing the original Certificate of Incorporation of this company with the Secretary of State of the State of Delaware was March 28, 2019.

TWO: He is the duly elected and acting President and Executive Chairman of the Board of Directors of EZFill Holdings, Inc., a Delaware corporation.

THREE: The Certificate of Incorporation of this company is hereby amended and restated to read as follows:

I.

The name of this company is **EZFILL HOLDINGS, INC.** (the "***Company***" or the "***Corporation***").

II.

The address of the registered office of this Corporation in the State of Delaware is 3411 Silverside Road Tatnall Building # 104, Wilmington, County of New Castle Delaware, 19810, and the name of the registered agent of this Corporation in the State of Delaware at such address Corporate Creations Network, Inc.

III.

The purpose of this Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("***DGCL***").

IV.

A. This Company is authorized to issue two classes of stock to be designated, respectively, "***Common Stock***" and "***Preferred Stock***." The total number of shares which the Company is authorized to issue is 550,000,000 shares. 500,000,000,000 shares shall be Common Stock, each having a par value of $0.0001. 50,000,000 shares shall be Preferred Stock, each having a par value of $0.0001.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby expressly authorized to provide for the issue of all of any of the shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designation, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such shares and as may be permitted by the DGCL. The Board of Directors is also expressly authorized to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the

affirmative vote of the holders of a majority of the voting power of the stock of the corporation entitled to vote thereon, without a separate vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any certificate of designation filed with respect to any series of Preferred Stock.

C. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the corporation for their vote; *provided, however*, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock).

V.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

A. MANAGEMENT OF BUSINESS. The management of the business and the conduct of the affairs of the Company shall be vested in its Board of Directors. The number of directors which shall constitute the Board of Directors shall be fixed exclusively by resolutions adopted by a majority of the authorized number of directors constituting the Board of Directors.

B. BOARD OF DIRECTORS

1. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders for a term of one year. Each director shall serve until his successor is duly elected and qualified or until his earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

2. No stockholder entitled to vote at an election for directors may cumulate votes to which such stockholder is entitled, unless required by applicable law at the time of such election. During such time or times that applicable law requires cumulative voting, every stockholder entitled to vote at an election for directors may cumulate such stockholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder's shares are otherwise entitled, or distribute the stockholder's votes on the same principle among as many candidates as such stockholder thinks fit. No stockholder, however, shall be entitled to so cumulate such stockholder's votes unless (a) the names of such candidate or candidates have been placed in nomination prior to the voting and (b) the stockholder has given notice at the meeting, prior to the voting, of such stockholder's intention to cumulate such stockholder's votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

Notwithstanding the foregoing provisions of this section, each director shall serve until their successor is duly elected and qualified or until their earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

C. REMOVAL OF DIRECTORS. Subject to any limitations imposed by applicable law, removal shall be as provided in Section 141(k) of the DGCL.

D. VACANCIES. Subject to any limitations imposed by applicable law and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders and except as otherwise provided by applicable law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified.

E. BYLAW AMENDMENTS.

1. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Company. Any adoption, amendment or repeal of the Bylaws of the Company by the Board of Directors shall require the approval of a majority of the authorized number of directors. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Company; *provided, however,* that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Amended and Restated Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class.

2. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

3. No action shall be taken by the stockholders of the Company except at an annual or special meeting of stockholders called in accordance with the Bylaws, and no action shall be taken by the stockholders by written consent or electronic transmission.

4. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Company shall be given in the manner provided in the Bylaws of the Company.

VI.

A. The liability of the directors for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Company (and any other persons to which applicable law permits the Company to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise in excess of the indemnification and advancement otherwise permitted by such applicable law. If applicable law is amended after approval by the stockholders of this Article VI to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the company shall be eliminated or limited to the fullest extent permitted by applicable law as so amended.

C. Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights or protections or increase the liability of any director under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Company; (B) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders; (C) any action asserting a claim against the Company arising pursuant to any provision of the DGCL, the Amended and Restated Certificate of Incorporation or the Bylaws of the Company; or (D) any action asserting a claim against the Company governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and to have consented to the provisions of this Article VII.

VIII.

A. The Company reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, except as provided in paragraph B. of this Article VIII, and all rights conferred upon the stockholders herein are granted subject to this reservation.

B. Notwithstanding any other provisions of this Amended and Restated Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Company required by law or by this Amended and Restated Certificate of Incorporation or any certificate of designation filed with respect to a series of Preferred Stock, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend or repeal Articles V, VI, VII and VIII.

* * * *

FOUR: This Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Company.

FIVE: This Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Company.

IN WITNESS WHEREOF, EZFILL Holdings, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by its President and Executive Chairman of the Board on June 4, 2020.

EZFILL HOLDINGS, INC.

By: _____

Michael D. Farkas,
President & Executive Chairman of the Board

Exhibit 4.1

INCORPORATED UNDER THE LAWS OF DELAWARE

CERT.9999

Par Value $0.0001
Common Stock

EzFill

Stay Fueled

9,000,000,000

Cusip No. 999999ZZ9

This Certifies That

* SPECIMEN *

RESTRICTED SEE REVERSE

Is The Owner Of * NINE BILLION AND 00/100 *

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK PAR VALUE OF $0.0001 EACH OF

TEST ISSUE REF 1999

TRANSFERABLE ON THE BOOKS OF THE CORPORATION IN PERSON OR BY DULY AUTHORIZED ATTORNEY UPON SURRENDER OF THIS CERTIFICATE PROPERLY ENDORSED. THIS CERTIFICATE IS NOT VALID UNTIL COUNTERSIGNED BY THE TRANSFER AGENT AND REGISTERED BY THE REGISTRAR. WITNESS THE FACSIMILE SEAL OF THE CORPORATION AND THE FACSIMILE SIGNATURES OF ITS DULY AUTHORIZED OFFICERS.

Dated: JANUARY 01, 2009
Countersigned and Registered:
By Worldwide Stock Transfer, LLC
Transfer Agent

Michael J. McConnell
CEO

Alan R. Hunn
Secretary

EZ FILL HOLDINGS, INC
Corporate Seal
DELAWARE

Authorized Signature
www.worldwidestocktransfer.com

999999 TEST ISSUE REF 1999

Exhibit 10.1

ASSET PURCHASE AGREEMENT

between

NEIGHBORHOOD FUEL, INC.

and

NEIGHBORHOOD FUEL HOLDINGS, LLC.

dated as of

February __, 2020

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of February 2020, is entered into between Neighborhood Fuel, Inc., a Delaware corporation ("**Seller**") and Neighborhood Fuel Holdings, LLC., a Nevada limited liability Company ("**Buyer**") and solely for purposes of Section 1.04 hereof, EzFill Holdings, Inc. (the "**Company**").

RECITALS

WHEREAS, Seller is engaged in the business of mobile gas delivery (the "**Business**");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets of the Business, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including, without limitation, the following:

(a) cash and cash equivalents;

(b) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing ("**Accounts Receivable**");

(c) all contracts, including Intellectual Property Agreements (the "**Assigned Contracts**"),, set forth on Section 1.01(c) of the disclosure schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement (the "**Disclosure Schedule**");

(d) all Intellectual Property that is owned by Seller or used or held for use in the conduct of the Business as currently conducted set forth on Section 1.01(d) of the Disclosure Schedule (the **"Intellectual Property Assets**");

(e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property set forth in Section 1.01(e) of the Disclosure Schedule (the "**Tangible Personal Property**");

(f) all permits, including environmental permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on the Disclosure Schedule delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement;

(g) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(h) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets and the Intellectual Property Agreements ("**Books and Records**"); and

(i) all goodwill and the going concern value of the Business.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

(a) Contracts, including Intellectual Property Agreements, that are not Assigned Contracts;

(b) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller; and

(c) the assets, properties and rights specifically set forth on Section 1.02 of (c) the Disclosure Schedule.

Section 1.03 No Liabilities; Excluded Liabilities. Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities (as defined below) of Seller or any of its Affiliates (as defined below)of any kind or nature whatsoever (the "**Excluded Liabilities**"). Seller shall, and shall cause each of its affiliates to, pay and satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) taxes of Seller (or any stockholder or Affiliate of Seller) or relating to the Business or the Purchased Assets for any tax period ending before the Closing Date and with respect to any taxable period beginning before and ending after the Closing Date, the portion of such tax period ending on and including the Closing Date (the "**Pre-Closing Tax Period**"); (ii) taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Seller; or (iii) other taxes of Seller (or any stockholder or affiliate of Seller) of any kind or description (including any liability for Taxes of Seller (or any stockholder or affiliate of Seller) that becomes a liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(c) any liabilities in respect of any pending or threatened action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such action relates to such operation on or prior to the Closing Date;

(d) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(e) any environmental claims, or liabilities under environmental laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(f) any liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(g) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions; and

(h) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its affiliates to comply with any law or governmental order.

Notwithstanding the foregoing, the parties agree that the liens imposed by the State of Florida against the Seller and the Purchased Assets acquired hereunder shall be the sole responsibility of Seller and in the event Buyer's title to Purchased Assets is affected by such liens, Buyer shall have the right to satisfy the liens by withholding such portion of the Remainder Purchase Price sufficient to satisfy such outstanding payments. In addition, the parties agree that in the event Buyer or its Affiliates are named or made a party to any lawsuits arising out or relating to the Purchased Assets prior to the Closing, Buyer shall have the right to satisfy any such cost, claims arising in respect thereof by withholding a portion of the Remainder Purchase Price.

As used herein, Affiliate of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

As used herein, Liabilities means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be such number of shares of common stock par value $0.0001 per share of the Company that shall equal to $750,000 (the "**Shares**") subject to adjustment as set forth herein (the "**Purchase Price**"). The Shares shall be valued based upon the valuation of the Company as of the date of the consummation of an initial public offering of the Company's common stock (the "**IPO**"). Buyer understands and accepts that the Company contemplates an IPO valuation of $35,000,000 (the "**Target Valuation**"). At the Closing, the Company shall issue to Seller such number of shares that shall constitute 50% of the Purchase Price based upon the Target Valuation (the "**Closing Purchase Price**") with the remainder of the Purchase Price, subject to adjustment as set forth herein, issuable at the closing of the Company's IPO (the "**Remainder Purchase Price**"). The parties agree that in the event the IPO is not consummated on or before March 1, 2022, Seller shall receive the remainder of the Purchase Price, subject to adjustment as set forth herein, calculated based upon the Target Valuation.

Section 1.05 Allocation of Purchase Price. Seller and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting). Buyer and Seller shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

Section 1.06 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder.

Section 1.07 Third Party Consents. To the extent that Seller's rights under any contract or permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its commercially reasonable efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the reasonable extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 1.07 to the contrary, Buyer shall not be deemed to have waived its rights under Section 6.02(d) hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE II
CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Sichenzia Ross Ference LLP or remotely by exchange of documents and signatures (or their electronic counterparts), at 4:00 p.m., Eastern time, on the Business Day after all of the conditions to Closing set forth in ARTICLE VI are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**".

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale, in form and substance satisfactory to Buyer (the "**Bill of Sale**") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement, in form and substance satisfactory to Buyer (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) an assignment in form and substance satisfactory to Buyer (the "**Intellectual Property Assignments**" and together with the Bill of Sale and Assignment and Assumption Agreement, the "**Ancillary Documents**") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets to Buyer;

(iv) copies of all consents, approvals, waivers and authorizations referred to in the Disclosure Schedule;

(v) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of directors of Seller, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the documents to be delivered hereunder;

(vi) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Purchase Price as set forth in Section 1.07;

(ii) the Assignment and Assumption Agreement duly executed by Buyer; and

(iii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedule, Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof. For the purposes of these representations of Seller, the term Seller's knowledge shall mean, Seller's actual knowledge, or what Seller reasonably should have known in light of the circumstances.

Section 3.01 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. The Disclosure Schedule sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

Section 3.02 Authority of Seller. Seller has full corporate power and authority to enter into this Agreement and the Ancillary Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any Ancillary Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each Ancillary Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms.

Section 3.03 No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller, the Business or the Purchased Assets (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by Seller from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby.

As used herein Encumbrance means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

Section 3.04 Material Contracts.

(a) The Disclosure Schedule lists each of the contracts by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, being "**Material Contracts**").

(b) To the Seller's knowledge, each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. To the Seller's knowledge, neither Seller nor any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) or has provided or received any notice of any intention to terminate, any Material Contract. To the Seller's knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. To the Seller's knowledge, complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.

Section 3.05 Title to Purchased Assets. To the Seller's knowledge, Seller has good and valid title to, or a valid leasehold interest in, all of the Purchased Assets except for those items set forth in Section 3.05 of the Disclosure Schedule. All such Purchased Assets (including leaseholder interests) are free and clear of Encumbrances except for the those items set forth on Section 3.05 of the Disclosure Schedule.

Section 3.06 Condition and Sufficiency of Assets. To the Seller's knowledge, the Purchased Assets are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such Purchased Assets is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. To the Seller's knowledge, none of the Excluded Assets are material to the Business.

Section 3.07 Intellectual Property.

(a) "**Intellectual Property**" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) The Disclosure Schedule lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"). Seller owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP or restricting the licensing thereof to any person or entity.

(c) To the Seller's knowledge, Seller's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. To the Seller's knowledge, no person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither Seller nor any affiliate of Seller has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

Section 3.08 Legal Proceedings; Governmental Orders. Except as set forth on Section 3.08 of the Disclosure Schedule, there is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to Seller's knowledge, threatened against or by Seller (a) relating to or affecting the Purchased Assets; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Seller's knowledge, no event has occurred, or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.09 Compliance With Laws; Permits.

(a) Seller has complied, and is now complying, with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets.

(b) To the Seller's knowledge, all permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. To the Seller's knowledge, all fees and charges with respect to such Permits as of the date hereof have been paid in full. The Disclosure Schedule lists all current permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. To the Seller's knowledge, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in the Disclosure Schedule.

Section 3.10 Environmental Matters.

(a) "**Environmental Law**" means any applicable law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(b) To the Seller's knowledge, the operations of Seller with respect to the Business and the Purchased Assets are currently and have been in compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) written directive, notice of violation or infraction relating to actual or alleged non-compliance with any Environmental Law or any action, governmental order, lien, fine, penalty alleging liability of non-compliance with any Environmental Law; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

Section 3.11 Employment Matters.

(a) The Disclosure Schedule contains a list of all persons who are employees, independent contractors or consultants of the Business as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions, bonuses or fees.

Section 3.12 Taxes.

(a) All Tax Returns with respect to the Business required to be filed by Seller for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller.

Section 3.13 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Seller.

Section 3.14 Full Disclosure. To the Seller's knowledge, no representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedule to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact., or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

Section 3.15 Securities Representations. The Seller hereby confirms that the Shares to be acquired by the Seller hereunder (subject to the terms and conditions herein) will be acquired for investment for the Seller's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof (other than pursuant to an effective registration statement or an available exemption therefrom), and that the Seller has no present intention of selling, granting any participation in, or otherwise distributing the same (other than pursuant to an effective registration statement or an available exemption therefrom). The Seller further represents that the Seller does not presently 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 any of such securities. The Seller understands that the Shares to be acquired, subject to the terms and conditions herein, have not been, and until registered, will not be, registered under the Securities Act of 1933, as amended (the "**Securities Act**") , by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Seller's representations as expressed herein. The Seller understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Seller must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Seller acknowledges that Company has no obligation to register or qualify the securities for resale. The Seller understands that the Shares may, be notated with a customary Securities Act legend. The Seller represents that it is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

Section 3.16 Acknowledgment of Restricted Securities. Each Seller has read and understands the following:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE PURCHASER SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE PURCHASER SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM OR THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof, except as otherwise scheduled hereto.

Section 4.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware.

Section 4.02 Authority of Buyer. Buyer has full corporate power and authority to enter into this Agreement and the Ancillary Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each Ancillary Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms.

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby

Section 4.04 Title to Stock. Buyer will provide good title to the Shares free and clear of any restrictions on transfer (other than any restrictions under the Securities Act and state securities laws), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands.

Section 4.05 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Buyer.

Section 4.06 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 4.07 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE V
COVENANTS

Section 5.01 Employees and Employee Benefits.

(a) Commencing on the Closing Date, Seller shall terminate all employees of the Business who are actively at work on the Closing Date, and, at Buyer's sole discretion, Buyer may offer employment, on an "at will" basis, to any or all of such employees.

(b) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date and Seller shall pay all such amounts to all entitled persons on or prior to the Closing Date.

(c) Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

Section 5.02 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed, *provided that* Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.03 Non-Competition; Non-Solicitation.

(a) For a period of 2 years commencing on the Closing Date (the "**Restricted Period**"), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 10% or more of any class of securities of such Person.

(b) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any person who is offered employment by Buyer pursuant to Section 5.01(a) or is or was employed in the Business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided, that* nothing in this Section 5.03(b) shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Buyer or (ii) after 180 days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller acknowledges that a breach or threatened breach of this Section 5.03 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 5.03 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.03 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 5.03 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.04 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of 2 years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of 2 years following the Closing, Seller shall:

(i) retain the books and records (including personnel files) of Seller which relate to the Business and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 5.04 where such access would violate any law.

Section 5.05 Public Announcements. Unless otherwise required by applicable law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.06 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities.

Section 5.07 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

Section 5.08 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.01 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

Section 6.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Seller contained in Section 3.01, Section 3.02, and Section 3.15, the representations and warranties of Seller contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 3.01, Section 3.02, and Section 3.15 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any governmental authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on the Disclosure Schedule shall have been received and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect. "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 2.02(a).

(g) Buyer shall have received all permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date.

(h) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(i) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 6.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(d) Buyer shall have delivered to Seller duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 2.02(b).

(e) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VII
INDEMNIFICATION

Section 7.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect and shall survive indefinitely *provided, that* the representations and warranties in Section 3.14 shall survive for 12 months. All covenants and agreements of the parties contained herein shall survive the Closing for 12 months or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 7.02 Indemnification By Seller. Subject to the other terms and conditions of this ARTICLE VII, Seller shall indemnify and defend each of Buyer and its affiliates and their respective stockholders, directors, officers and employees (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement, the Ancillary Documents or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the Ancillary Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement; or

(c) any third-party claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its affiliates (other than the Purchased Assets) conducted, existing or arising on or prior to the Closing Date.

Section 7.03 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VII, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement.

Section 7.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 7.05 Payments; Indemnification Fund.

(a) Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to thisARTICLE VII, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds.

(b) Any Losses payable to a Buyer Indemnitee pursuant to thisARTICLE VII shall be satisfied: (i) first from the Remainder Purchase Price and (ii) to the extent the amount of Losses exceeds the Remainder Purchase Price available to the Buyer, from Seller.

Section 7.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 7.07 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 6.02 or Section 6.03, as the case may be.

Section 7.08 Other Rights and Remedies Not Affected. The indemnification rights of the parties under this ARTICLE VII are independent of, and in addition to, such rights and remedies as the parties may have at Law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any covenant, agreement or obligation hereunder on the part of any party hereto, including the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

Section 7.09 Limitations on Indemnity. The aggregate obligations of the Sellers to indemnify the Buyer, and the obligations of the Buyer to indemnify the Sellers, are subject to the following limitations.

(a) Notwithstanding anything to the contrary contained herein, Sellers shall not be liable for any claims under this Section 7 until such claims exceed Ten Thousand Dollars ($10,000) in the aggregate. Once claims exceed Ten Thousand Dollars ($10,000) in the aggregate, Buyer shall be entitled to recover the amount of such claims.

(b) Notwithstanding anything to the contrary contained herein, Buyer shall not be liable for any claims under this Section 7 until such claims exceed Ten Thousand Dollars ($10,000) in the aggregate. Once claims exceed Ten Thousand Dollars ($10,000) in the aggregate, Sellers shall be entitled to recover the amount of such claims.

(c) All recoveries for Losses to which an indemnified party may be entitled pursuant to the provisions of this Section 7 shall be net of any insurance coverage with respect thereto. No director or officer of an indemnifying party shall have any liability to an indemnified party as a result of a breach of a representation or warranty contained in this Agreement.

(d) Notwithstanding any other provision of this Agreement, neither the Buyer nor the Sellers shall be liable under this Section 7 for Losses to the extent, if any, that any such Losses result from a failure on the part of any Indemnified Party to exercise good faith in any matter thereby jeopardizing or prejudicing the interests of the Indemnifying Party.

(e) Limitation of Liability. In no event will the indemnification provided for in this Agreement exceed the Purchase Price.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 8.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to Seller:	[SELLER ADDRESS] Facsimile: [FAX NUMBER] E-mail: [E-MAIL ADDRESS] Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]
If to Buyer:	350 Lincoln Rd, 5th Floor, Miami Beach, Fl. 33139 E-mail: YBaron@FarkasGroup.com Attention: Legal Department
with a copy to:	SICHENZIA ROSS FERENCE LLP 1185 Avenue of the Americas, 37th Floor New York, NY 10036 Facsimile: (212) 930-9725 E-mail: gsichenzia@srf.law Attention: Gregory Sichenzia, Esq.

Section 8.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.05 Entire Agreement. This Agreement and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, and Disclosure Schedule (other than an exception expressly set forth as such in the Disclosure Schedule), the statements in the body of this Agreement will control.

Section 8.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07 No Third-party Beneficiaries. Except as provided in ARTICLE VII, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto

Section 8.09 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(b) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the county of Miami-Dade and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 8.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.12 Attorneys' Fees. In the event any dispute or litigation arises hereunder between any of the parties hereto, their heirs, personal representatives, agents, successors or assigns, the prevailing party shall be entitled to all reasonable costs and expenses incurred by it in connection therewith (including, without limitation, all reasonable attorneys' and paralegals' fees and costs incurred before and at any trial, arbitration, or other proceeding and at all tribunal levels), as well as all other relief granted in any suit or other proceeding.

Section 8.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NEIGHBORHOOD FUEL, INC.

By _____
Name:
Title:

NEIGHBORHOOD FUEL HOLDINGS, LLC.

By _____
Name:
Title:

Solely with respect to the obligation to issue the Shares

EzFILL HOLDINGS, INC.

By _____
Name:
Title:

Exhibit 10.2

Asset Sale and Purchase Agreement

This **Asset Sale and Purchase Agreement** (the "**Agreement**"), dated as of April 9, 2019, is entered into by and between **EzFILL FL, LLC.** a _____ corporation with offices at _____ ("**Seller**") and **EzFILL HOLDINGS, INC.,** a Delaware Corporation/Company, with offices at 350 Lincoln Rd, 4th Floor, Miami Beach, Fl. 33139 ("**Buyer**").

WHEREAS, Seller is engaged in the Business of mobile gas delivery, through operating a mobile app and fuel trucks that deliver gas directly to customers' vehicles (the "**Business**"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, all those assets and contracts listed in **Attachment A**, and those specific liabilities listed in **Attachment A** to this Agreement, all subject to the terms and conditions set forth herein (the "**Sale**").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

1. **Purchase and Sale**. Subject to the terms and conditions set forth herein, at the Closing (as defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and obtain from the Seller any and all rights, titles and interests in and to those properties that are primarily used in the operation of the Seller's Business as of the Closing Date and which are listed in **Attachment A** to this Agreement (collectively, the "**Purchased Assets**") along with those of Seller's contracts, arrangements, and understandings with and liabilities to clients and suppliers of the Business which Buyer agreed to assume and that are listed in **Attachment A** ("**Assumed Contracts**"). The Purchased assets include all real or personal, tangible or intangible assets, those owned, leased, or licensed by Seller, free and clear of all encumbrances, other than the permitted encumbrances listed in **Attachment A** (the "**Permitted Encumbrances**").

2. **Assumed Liabilities**. Subject to the terms and conditions set forth herein, at the Closing, Buyer shall assume those liabilities listed in **Attachment A** (the "**Assumed Liabilities**"), provided, however, that the Assumed Liabilities: **(i)** shall not include any liabilities or obligations arising from or relating to any breach by Seller of the obligation being assumed that occurred prior to and/or after the Closing Date; or **(ii)** arising from any violation of Law, breach of warranty, breach of contract or tort existing or occurring on or before the Closing Date.

3. **Excluded Liabilities**. Except for the Assumed Liabilities, Buyer shall not assume and shall not be responsible to pay, perform or discharge any other liabilities or obligations of the Seller (collectively, the "**Excluded Liabilities**").

4. **Purchase Price**. In consideration for the Purchased Assets, Buyer agrees to assume the Assumed Liabilities and pay the Seller an aggregate purchase price (the "**Purchase Price**"), comprised of the following:

    a. $100,000.00 cash payment to Seller (the "**Cash Payment**") payable as follows;

        i. $35,000.00 cash payment to EzFill FL, LLC at the time of Closing ("**First Cash Payment**");
        ii. The remaining $65,000.00 paid in six equal installments ("**Remaining Cash Payment**") to EzFill FL LLC, i.e., on May 2, 2019, June 3, 2019, July 3, 2019, August 2, 2019, September 3, 2019, and October 3, 2019;

    b. 100,000 shares of Balance Labs, Inc. ("**BLNC**") (the "**Stock Certificate**");
    c. $140,000.00 payment at the time of closing made payable to Prime One Management, LLC. Seller shall provide a receipt to confirm payment of payment to Prime One Management, LLC.
    d. $42,000.00 to be used exclusively to pay vendors (the "**Vendors**"), in connection with work done on the EzFill mobile Application and the EzFill trucks' fueling equipment. Seller shall take such steps as may be necessary to assure these vendors are paid with the understanding that discounted amounts may be paid so long as the account is noted as paid for sums owed through the date of closing. Seller shall provide Buyer with a receipt to confirm payments to both Vendors.

e. Reimbursement to EzFill at the time of closing for April 2019 vehicle and general liability insurance expenses in the amount of $8,175.65

5. **Processing the Purchase Price.**

a. At the time of closing:

i. Buyer will deliver a copy of a newly executed promissory note in a total amount of $533,000 (the "**Buyer Note**"), which replaces the two notes that Seller has delivered to Macmillan Holdings, Inc. and Macmillian Oil Company, LLC (one note dated July 18, 2019for $200,000 and another note dated July 18, 2019 for $250,000 which was increased to a total of $333,000) ("**Seller Notes**").
ii. Concurrently with the delivery of the Buyer Note, Seller shall deliver and present all promissory notes and guaranties, dated July 20, 2018, previously executed by Seller and its related entity, EzFill, LLC in favor of the Macmillan entities marked cancelled. Such delivery and presentation shall be a condition for closing and Buyer or Seller has the right to terminate the agreement should Seller fail to secure such documents marked cancelled;
iii. Buyer will provide a plan acceptable to Seller for the transfer of ownership and the liabilities arising from Seller's ownership of four trucks, which shall be **Attachment D** to this Agreement;
iv. Buyer will provide proof of insurance which names EzFill, LLC and EzFill-FL, LLC as additional insured with coverages and in the amounts specified in **Attachments D and E** to this Agreement;

Buyer Assignment. Notwithstanding anything herein to the contrary, and for all purposes of this Agreement and the transactions contemplated hereby, Seller and Buyer agree that Buyer shall be entitled to assign its rights to purchase all or a portion of the Purchased Assets and to delegate its obligations to assume all or a portion of the Assumed Liabilities to any one or more subsidiaries or affiliates of the Buyer only once the title to all vehicles is transferred from Seller to Buyer and all sums due under Article I, Paragraph 4 have been paid.

ARTICLE II
CLOSING

1. **Closing**. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement shall take place at the offices of the Buyer (the "**Closing**") on or before April 3, 2019 ("**Closing Date**"), provided, that all the conditions to Closing set forth in Article VI are satisfied by both Parties, unless a condition is waived in writing by the agreement of both Parties.

2. **Closing Deliverables**. At the Closing, Seller shall deliver to Buyer the following (Collectively the "**Transaction Documents**"):

a. A bill of sale in the form of **Attachment B** hereto (the "**Bill of Sale**") duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;
b. A trademark assignment agreement in the form of **Attachment C** hereto (the "**Trademark Assignment Agreement**") duly executed by Seller, effecting the assignment to and assumption by Buyer of the trademarks specified therein;

3. At the Closing, Buyer shall deliver to Seller the following (collectively the "**Buyer Transaction Documents**"):

a. The properly issued and executed Stock Certificate identified in paragraph 4 of Article I, above;
b. The cash amounts due on the Closing Date;
c. The Trademark Assignment Agreement duly executed by Buyer (**Attachment C**);

4. Within two business days following Closing, Buyer will submit the four applications to Ford and Ally, respectively, in connection with the four purchased trucks.

5. In order to facilitate the Closing, all funds due at the time of closing under paragraph 4 of Article I and all of the executed transaction documents including the Stock Certificate and all cancelled notes and guaranties will be held by an attorney, in Escrow (the "**Escrow Agent**") pursuant to an executed Escrow Agreement. Upon written confirmation, signed by both Parties that each of the other Parties obligations and all conditions precedent have been fully satisfied the Escrow Agent will release the Transaction Documents consistent with the terms of the Escrow Agreement to the Parties and the cash amount due at closing Seller, and the vendors will be paid promptly and the transaction will be completed.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this Article III are to the best of Seller's knowledge true and correct as of the date hereof and as of the Closing Date.

1. **Organization and Qualification of Seller**. Seller is duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation and has all necessary corporate or entity power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted and contemplated to be conducted through Closing.

2. **Authority of Seller**. Seller has all necessary corporate power and authority to enter into this Agreement and execute the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

3. **No Conflicts**. Seller has no knowledge that the execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which Seller is a party, and the consummation of the transactions contemplated by the documents will result in a violation or breach of any provision of any law or governmental order, or any agreement to which Seller is a party;

4. **Financial Statements**. Seller has provided the Buyer with its General Ledger for the year 2018.

5. **Material Contracts**. Seller has made available to Buyer, for review, true and complete copies of all Material Contracts and all amendments thereto. For the purposes of this Agreement the term "Material Contract" means any contract listed in the Assigned Contracts section of **Attachment A.**

6. **Title to Tangible Personal Property**. Seller has good, valid title and marketable title to, or a valid leasehold interest in all tangible personal property included in the Purchased Assets ("**Tangible Personal Property**"), free and clear of encumbrances except for the Permitted Encumbrances, and except for the four trucks being sold subject to the approvals of the lienholders. All Tangible Personal Property included in the Purchased Assets are structurally sound, in good operating condition and repair, and are suitable for their current and intended use, ordinary wear and tear excepted. Such property has been inspected by Buyer and found to be acceptable. Seller has no knowledge that such Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature. Seller's trucks: (1) have not been involved in any critical accidents that might have damaged the trucks' base frame (chassis); and (2) are duly licensed by the state of Florida and have valid state and federal permits and authorizations to carry out the Business. To the best of Seller's knowledge, Seller's fuel containers are legally suited for their purpose to carry fuel in the operation of the Business and have all state and federal permits and authorizations.

7. **Intellectual Property**.

    a. Seller will provide to Buyer a complete list of those Intellectual Properties being assigned to the Buyer under this Agreement (included in **Attachment A**) (Collectively the "**Business IP**").
    b. To the best knowledge of Seller, all Business IP and Technology in which Seller has rights and which are material to the conduct of the Business (i) are valid and enforceable and (ii) are not subject to any outstanding injunction, judgment, order, decree, ruling or charge, including allegations of infringement.
    c. Seller owns all right, title and interest in and to the Business IP and is entitled to use such Business IP in the operation of the Business as currently conducted.
    d. Seller has exercised a degree of care that is consistent in all material respects with the standards of the industry in which Seller operates in order to protect the secrecy and maintain the confidentiality and legal validity of all Trade Secrets included in the Business IP. Seller has no knowledge that (individually or in the aggregate) any material Trade Secret has been disclosed or authorized to be disclosed to any third party other than pursuant to a non-disclosure agreement that protects Seller's proprietary interests in and to such Trade Secrets.

e. To the best knowledge of Seller, the conduct of the Business as currently conducted, does not infringe upon or misappropriate or violate the Intellectual Property of any third party.

8. **Legal Proceedings**.

a. To the best of Sellers knowledge, there are no Actions or other legal proceedings pending or, threatened in writing by or against Seller or against the Assumed Assets or Seller's Business. Seller is unaware of any event that may give rise to, or serve as a basis for, any such Action or other legal proceeding.
b. There are no outstanding governmental orders, or inquiries pending before a governmental authority or, to the best knowledge of Seller, threatened in writing against Seller.
c. There are no unsatisfied judgments, penalties or awards against Seller, Seller's Business and/or the Assumed Assets. Seller has no knowledge of any event that has occurred, or circumstances that may constitute or result in a violation of any such governmental order.

9. **Compliance with Laws**. To the best of Seller's knowledge: Seller is in compliance with all laws applicable to the conduct of the Business as currently conducted and the ownership and use of the Purchased Assets; and Seller has been in compliance with all laws applicable to the Business and the ownership and use of the Purchase Assets during the two (2) years prior to the date hereof.

10. **Proper Licensing**.

a. To the best of Seller's knowledge, Seller has, and continues to maintain, the proper licenses, registrations, and permits required by the government to operate the Business, including but not limited to:

i. An hazardous materials registration from PHSMCA;
ii. A SCAC Certificate;
iii. The D.O.T. permit necessary for transporting and dispensing fuel;
iv. An assigned D.O.T. registration number for each of the delivery trucks;
v. A weights and measures seal;

b. To the best of Seller's knowledge, all of Seller's drivers and employees have, and continue to maintain, the necessary licenses and permits required by the government to fulfill the obligations of their employment, including where applicable but not limited to:

i. A commercial driver's license; and
ii. A hazmat endorsement on their driver's license.

c. Seller makes no representation regarding the right of Buyer to assume or use any license, registration or permit that was issued to Seller. Seller and Buyer also understand that the licenses, permits, and registrations may expire prior to the transfer of the ownership of the four trucks. In the event that Seller is required to operate any vehicle for any reason after the execution of this Agreement, the costs for any reason to assure continued use of the vehicles for the benefit of Buyer, including but not limited to the need to obtain a new, or renew, a permit, registration, license or governmental fee of any kind shall be borne by Buyer. To the extent such efforts require the assistance of counsel, the costs to be reimbursed by Buyer shall include any attorney' fees and costs incurred by Seller in having to secure such permit, registration, license or other governmental permission to operate. Such reimbursement shall be made within seven (7) business days of demand by Seller and delivery of reasonable documentation supporting that demand. Seller will consult with Buyer on issues that arise under this section C, prior to hiring any counsel.

11. **Environmental Matters**. Seller has not received any notice, claim, or complaint that it is and/or has been non-compliant with any environmental law applicable to the Business.

12. **Employment Matters**.

a. Seller will provide Buyer with a list of its employees, together with their title or job classification, work location, employing entity, current annual salary and target annual cash bonus and commissions for 2018.
b. Seller represents that it has no knowledge of any fact or circumstance that might bar Buyer from approaching Seller's employees and offering them new employment agreements.

13. **Taxes.** Seller has filed or is prepared to file (taking into account any valid extensions) all tax returns with respect to the Business and Purchased Assets required to be filed by Seller. Such tax returns are, or will be, true, complete and correct in all respects. Seller confirms that its tax filings as well as its relationship with the IRS are not assumed by the Buyer under this Agreement.

14. **Suppliers**. Seller will provide Buyer with a list of all those suppliers who are deemed material to the Business ("**Material Suppliers**"). Seller represents that (i) no Material Supplier has canceled or otherwise terminated, or materially reduced, or made any threat in writing (or, to the knowledge of Seller, orally) to Seller to cancel or otherwise terminate, or materially reduce, its relationship with Seller; and (ii) this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby will not materially and adversely affect the relationship of Buyer with any Material Suppler.

15. **Insurance**. Seller maintains and has maintained without interruption during the two (2) years prior to the date hereof, policies or binders of insurance covering risks and events in amounts which Sellers determined to be adequate for the Business. With respect to any insurance policies maintained by Seller with respect to the Purchased Assets and Business for periods prior to the Closing, (a) there is no material claim pending as to which coverage has been questioned, denied or disputed by the underwriters of such policies, and (b) Seller is in compliance in all material respects with the terms of such policies including, without limitation, the payment as of the date of closing of all premiums due with respect to such policies. Buyer will at the time of Closing have in place and effective comparable insurance coverage, and to the extent Buyer continues to use any asset still owned by Seller, those insurance policies will name Seller as an additional insured. Such coverages for Seller's trucks shall also afford coverage for those vehicles notwithstanding the continued ownership by Seller during the pendency of the transfer of the ownership of the vehicles and their liens to Buyer. In addition, Buyer will obtain and pay for insurance coverage entitled **"Operated but Not Owned" insurance** and name EzFill as additional insured for that coverage as well.

16. **Disclosure**. No representation or warranty made by Seller contained in this Agreement and no statement contained in any certificate or document furnished to Buyer pursuant to any provision of this Agreement, contains any materially untrue statement of a material fact or intentionally omits a material fact necessary in order to make the statements not misleading in any material respect. Seller acknowledges and agrees that, in making its decision to enter into this Agreement, Buyer has relied on the representations and warranties set forth in this Section and in the other subsections of Article III of this Agreement and the accuracy and completeness of the representations and warranties in this Section and in the other subsections of Article III of this Agreement are a major inducement to Buyer's decision to enter into this Agreement and to consummate the transactions contemplated hereby.

17. EXCEPT TO THE EXTENT OF THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS ASSET SALE AND PURCHASE AGREEMENT, THE ASSETS AND ASSUMED LIABILITIES ARE SOLD AND ACCEPTED "AS-IS" "WHERE IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR CONDITION.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof and as of the Closing Date.

1. **Organization of Buyer**. The Buyer is duly organized, validly existing and in good standing under the Laws of the State of Delaware.

2. **Authority of Buyer**. Buyer has all necessary organizational power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

3. **Sufficiency of Funds**. Buyer currently has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price, fund the financial commitments being undertaken by this Agreement, and consummate the transactions contemplated by this Agreement.

4. **Legal Proceedings**. There are no Actions or other legal proceedings pending or, to Buyer's knowledge, threatened in writing against or by Buyer or any Affiliate of Buyer or any principal of or person having control of Buyer that:

    a. challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement; or
    b. may affect, impact, impair or impede the ability of Buyer (including any principal of Buyer or any person who controls Buyer), directly or indirectly, to fulfill the financial obligations imposed upon Buyer under this Agreement.

5. **Buyer's Due Diligence.** Buyer is a sophisticated party and is owned, controlled, and operated by sophisticated individuals, who have employed counsel independent from Seller and such independent professionals as deemed necessary to evaluate the transaction that is the subject of this Agreement. Buyer acknowledges that it has conducted, or has been afforded the opportunity to conduct an independent investigation of the Seller and the assets and liabilities it is acquiring in this transaction, and has been offered the opportunity to ask representatives of the Seller questions about the Seller's financial condition and the assets and liabilities being acquired, and that Buyer has obtained such available information as Buyer has requested, to the extent Buyer has deemed necessary, to permit it to fully evaluate the merits and risks of the transaction. Buyer is satisfied as to all inquiries that Buyer has concerning the Company and its business activities, and the purchase of the assets and liabilities covered by this Agreement. No fact has been discovered (whether or not reflected in this Agreement), which in Buyer's determination makes the consummation of this transaction not in the Purchaser's best interests. Seller makes no representations or warranties, express or implied, regarding any projection or forecast for future results or activities or the probable success or profitability of the Buyer or the materiality or impact of the assets being acquired for the actual operation of the Buyer's business.

ARTICLE V
COVENANTS

1. **Conduct of Business Prior to the Closing**. Subject to the existence of obligations owed to MacMillan and the creditors for the four trucks, and except as otherwise required applicable law, prior to and up to the Closing Date, Seller confirms that to its knowledge, it has (i) conducted the Business in the ordinary course consistent with past practices in all material respects, (ii) maintained and preserved intact the current organization, operations and franchise of the Business, (iii) used its commercially reasonable efforts to preserve goodwill and relationships of its Business employees, customers, lenders, suppliers, regulators and others having relationships with the Business.

2. **Confidentiality**. Each party acknowledges and agrees that the Non-Disclosure Agreement signed by the parties on November 6, 2018 remains in full force and effect and information provided pursuant to this Agreement shall remain subject to the Confidentiality Agreement.

3. **Public Announcements**. Buyer, on the one hand, and Seller, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to the transaction contemplated by this Agreement and the other Transaction Documents and shall not issue any such press release or make any such public statement without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

4. **Non-Competition**. So long as Buyer is not in material breach of this Agreement, or fails to rectify any material breach within five (5) calendar days of receiving written notice from Seller, Seller agrees that, for the period commencing on the Closing Date and expiring on the five (5) year anniversary of the Closing Date, Seller shall not and shall cause its respective subsidiaries or affiliates not to directly or indirectly, (i) own, operate, acquire, or establish a business, or in any other manner engage alone or with others any activity, that is competitive with the Business (whether as an operator, manager, employee, officer, director, consultant, advisor, representative or otherwise); or (ii) induce or attempt to induce any customer, supplier or other business relation of the Business to cease or refrain from working with the Business, or in any way interfere with the relationship between any such customer, supplier or other business relation and the Business.

5. **Third-Party Consents**. Seller, in concert with Buyer, shall use commercially reasonable efforts to give all notices, obtain all consents and to and make all filings with third-parties that are necessary for the transaction.

6. **Closing Conditions**. From the date hereof until all obligation imposed under this Agreement have been satisfied, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the obligation imposed under this Agreement.

ARTICLE VI
INDEMNIFICATION

1. **Indemnification by Seller**. After the Closing, subject to the other terms and conditions of this Article VI, in the absence of any material breach by Buyer of any provision of this Agreement, Seller shall indemnify Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnified Parties**") against, and shall hold Buyer Indemnified Parties harmless from and against, any and all damages incurred or sustained by, or imposed upon, the Buyer Indemnified Parties based upon, arising out of, with respect to or by reason of:

    a. any material inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or in any Transaction Document;
    b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or in any Transaction Document; or
    c. any Third-Party Claims related to the assets or obligations of Seller or any of its Affiliates conducted, existing or arising before the Closing; or
    d. any Excluded Liabilities.

2. **Indemnification by Buyer**. After the Closing, subject to the other terms and conditions of this Article VI, in the absence of any breach by Seller of any provision of this Agreement, Buyer shall indemnify Seller and its Affiliates and their respective Representatives (collectively, the "**Seller Indemnified Parties**") against, and shall hold Seller Indemnified Parties harmless from and against, any and all claims or damages incurred or sustained by, or imposed upon, the Seller Indemnified Parties based upon, arising out of, with respect to or by reason of:

    a. any material inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any Transaction Document;
    b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or in any Transaction Document;
    c. any Third-Party Claims related to the obligations of Buyer or any of its Affiliates conducted, existing or arising before the Closing; or
    d. Any Assumed Liabilities.

ARTICLE VII
MISCELLANEOUS

1. **Expenses**. Except as otherwise expressly provided herein or in any attachment, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

2. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing (including, without limitation, e-mail transmission) and shall be deemed to have been given (a) if delivered by hand, when such delivery is made at the address specified on the signature pages hereto; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) if delivered by e-mail or facsimile, when such e-mail or facsimile is transmitted to the number or e-mail address specified on the signature page hereto. Such communications must be sent to the respective parties at the addresses or coordinates as provided on the signature pages hereto, with such additional copies as may be specified by either party in a notice g (or at such other address for a party as shall be specified in a notice given in accordance with this Section IX.2).

3. **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5. **Entire Agreement**. This Agreement (including the Exhibits) and the other Transaction Documents constitute the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

6. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any. Except as set forth in this Agreement neither party may assign its rights or obligations hereunder without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder.

7. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. **Amendment and Modification; Waiver**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Seller and Buyer. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. **Governing Law** Any dispute arising out of, or in connection with, this Agreement, including but not limited to any questions regarding its existence, validity, or termination, or an action for injunctive relief, shall be governed by, interpreted and construed in accordance with the laws of the State of Florida, without reference to any conflict of laws or choice of law rules which would otherwise result in the application of the laws of another jurisdiction.

    a. Arbitration of Disputes. The Parties agree that if any claim, action, dispute or controversy of any kind ("Dispute") arises out of or relates to this Agreement or concerns any aspect of performance by any Party under the terms of this Agreement, in lieu of seeking any other remedies, the aggrieved Party shall give written notice to the other Party describing the Dispute, which shall be settled exclusively and finally by binding arbitration. Such arbitration shall include any question regarding the scope of issues to be arbitrated and/or the right to have any particular issue decided by arbitration as opposed to a determination by a court of law, and shall be governed by and conducted pursuant to the commercial rules of the J.A.M.S., except as expressly provided otherwise in this Agreement. All arbitration proceedings hereunder shall be conducted by a single arbitrator solely and exclusively in Miami-Dade County, Florida. The decision and award of the arbitrator shall be binding upon the Parties and final and non-appealable to the maximum extent permitted by law, and judgment thereon may be entered in a court of competent jurisdiction and enforced by any Party as a final judgment of such court. Notwithstanding the foregoing, any claim for repossession of the trucks identified in and covered by this Agreement may be brought in the state courts of Miami-Dade County, Florida. Any counterclaim for damages filed in such a proceeding shall be referred to arbitration in accordance with this paragraph. In the event of a breach of this Agreement arising from the failure of Buyer to timely pay Seller all of the sums identified in Article I, Para 4, Seller in addition to any and all other remedies shall have the right to declare a default, and declare the acceleration of all sums then due under the agreement and all sums then due Seller shall be immediately due and payable.

b. **Prior to Buyer assuming title ownership and assuming the debt for the four trucks identified above,** the requirement to arbitrate disputes under this provision shall not preclude the Seller, from taking full possession of and preventing the use by Buyer of the four trucks identified above, in the event Buyer fails to comply with the terms of Attachment D to this Agreement and/or fails to make any of the payments identified in Paragraph 4, above. Seller shall have the right, following Buyer's failure to cure such breach within five (5) business days, to liquidate or otherwise dispose of any or all of the trucks to mitigate any damage Seller has sustained.

c. Attorney's Fees. In the event that any suit, action, arbitration, or other form of proceeding is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all pre-filing, post-filing, appellate, and enforcement proceedings' fees, costs and expenses. The determination of who is the prevailing party shall be made by the arbitrator, and the amount to be awarded under this provision also shall be determined by the arbitrator unless otherwise required by law or applicable rule.

10. **Counterparts**. This Agreement may be executed and delivered (including, without limitation, by facsimile transmission or e-mail) in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EzFill FL LLC

EzFill Holdings, Inc.

Attachment A

Purchased Assets

1. Four EzFill Gas Delivery Trucks;
2. The EzFill gas delivery equipment;
3. The EzFill App, management tools, etc;
4. The EzFill trademarks and Copyrights, trade secrets, and other intellectual property;
5. The EzFill website; access to server, management tools; email addresses and accounts;
6. The EzFill marketing materials; including brochures, and social media pages and follower lists;
7. The EzFill clients and client database;
8. Logos;
9. All licenses, permits, and registrations possessed by Seller, to the extent allowed by law, needed for the operation of business;

Permitted Encumbrances

1. The permitted encumbrances are only the liens on the EzFill trucks pursuant to their financing agreements, listed in **Attachment** B below.

Assumed Liabilities

1. Loan #1 from Macmillan pursuant to Assumed contract dated, (Jonathan please fill out this information)
2. Loan #2 from Macmillan pursuant to Assumed Contract dated, (Jonathan please fill out this information)
3. Financing agreements on the trucks

Attachment B
Bill of Sale

THIS BILL OF SALE is made and entered into as of April 9, 2019 by **EzFill FL, LLC**, a Florida Limited Liability Company (the "**Seller**"), in favor of **EzFILL HOLDINGS, INC.**, a Delaware Corporation (the "**Buyer**").

In consideration of a total purchase price consisting of:

d. $100,000.00 cash payment to Seller (the "**Cash Payment**") payable as follows;

   i. $35,000.00 cash payment to EzFill FL, LLC at the time of Closing;
   ii. $65,000.00 paid in six equal monthly installments beginning 30-days after the Closing Date to EzFill FL LLC;

e. 100,000 shares of Balance Labs, Inc. ("**BLNC**");
f. $140,000.00 payment at the time of closing made payable to Prime One Management, LLC.
g. $42,000.00 to be used for Vendor Payments.
h. Assumption of the underlying debt on the two Macmillan Notes ($533,000.00).

the receipt and sufficiency of which hereby are acknowledged, Seller sells, assigns, transfers, conveys and delivers to Buyer, all of Seller's right, title, and interest in and to the property set forth in Annex A attached hereto and made a part hereof (collectively, the "**Assets**" and "**Assumed Liabilities**").

EXCEPT TO THE EXTENT OF THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THE ASSET SALE AND PURCHASE AGREEMENT OF EVEN DATE BETWEEN THESE PARTIES, THE ASSETS AND ASSUMED LIABILITIES ARE SOLD AND ACCEPTED "AS-IS" "WHERE IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR CONDITION.

Seller shall deliver any and all other instruments or documents required to be delivered pursuant to, or necessary or proper in order to give effect to, the provisions of this Bill of Sale, including, without limitation, all instruments of transfer as may be necessary or desirable to transfer title to all of the Seller's rights in and to the Assets and Assumed Liabilities provided such delivery shall be at no additional cost or expense to Seller.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any conflicts of law provisions.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first written above.

SELLER:
EzFill FL, LLC, a Florida Limited Liability Company

by: _____
Jonathan Gross, Manager

Annex A
Assets

1. The title to and assumption of all liabilities (Loans from Ford Motor Credit Company and Ally Bank) for four trucks owned by Seller and the Fuel Equipment, including but not limited to the fuel tank, hose, pump, and meter, in the bed of such trucks consisting of:

    a. 2016 Dodge Ram 2500
    b. 2019 Ford F-250
    c. 2019 Ford F-250
    d. 2019 Ford F-250

2. EzFill Customer mobile Application;
3. EzFill Driver mobile application;
4. EzFill mobile application/website Dashboards;
5. EzFill Customer lists and information;
6. EzFill Intellectual Property including: the EzFill Trademarks, and logos;
7. EzFill website (including email addresses and accounts);
8. EzFill customer and supplier goodwill.

Assumed Liabilities

9. Underlying debt reflected in the Macmillan Oil Company Revolver Note; and
10. Underlying debt reflected in the Macmillan Holdings Promissory Note

Attachment C
Trademark Assignment Agreement

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") dated as of April 9, 2019 between EzFill LLC a Florida corporation ("**Assignor**"), and EzFill Holdings, Inc., a Delaware corporation ("**Assignee**", and each of Assignor and Assignee, a "**Party**").

WHEREAS, the Parties have entered into an Asset Purchase Agreement; and

WHEREAS, in connection with the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth in Schedule A hereto; (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto; (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "EzFill," the EzFill car design set forth in Schedule A hereto or any term, design or other source identifier that is a derivative of or confusingly similar to the term "EzFill" or the EzFill car design set forth in Attachment A hereto; (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto); and (v) any goodwill associated with any of the foregoing (collectively, the "**Assigned Marks**").

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the Assignment of the Assigned Marks.

3. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

4. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Florida without regard to the conflict of law rules of such state.

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

EzFill LLC.

By: _____
Name:
Title:

EzFill Holdings, Inc.

By: _____
Name:
Title:

Schedule A

1. US Trademark #5,312,813
2. US Trademark #5,233,872

Attachment D
Truck Plan & Insurance Coverages

The Buyer will apply for credit from Ally Bank and Ford Credit to assume ownership within one business day of closing. Until the Title and Registration of all the vehicles are transferred, the Trucks will continue to be insured by EzFill and will be parked at the Macmillan Plant consistent with prior practice.

The Buyer is responsible for any and all service or expense that is Truck related. Any changes, enhancements, routine, non-routine, warranty or non-warranty service or maintenance whether it is required for regulatory reasons or business driven reasons will be paid for by the Buyer in advance of said activity. The truck will not operate until the issue is resolved. The Buyer will be responsible to bring the trucks to and from the Dealer or mechanic for any items requiring service. The Buyer will act as if any or all truck related activity related to its usage or operations is the Buyer's responsibility. Any liability that may arise after the closing shall be borne by the Buyer, i.e., if a vehicle is damaged, the deductible and that risk will be borne by Buyer and the Truck will be repaired by an authorized body shop. The vehicle will be repaired to the extent covered by insurance but any additional charges will be paid by the Buyer.

In addition, Buyer will need to obtain and have in effect a CGL Policy and any other insurance comparable to what EzFill currently maintains. Buyer will confirm and arrange for EzFill to be named as an additional insured so long as EzFill remains involved (*e.g.,* until ownership of the vehicles transfers to Buyer). In addition, Buyer will obtain and pay for insurance coverage entitled **"Operated but Not Owned" insurance** and name EzFill as additional insured for that coverage as well. This is designed to provide adequate coverage for Buyer's use of the vehicles then still owned by Seller. All of these policies will be obtained and in force at closing or before the Buyer begins to operate the business.

Assuming the Buyers credit is approved, this entire Title and Registration process should take no more than 30 days. Therefore, the Buyer will need to deposit in escrow the following amount of money to cover the Truck expenses due during the first 90 days. They are:

$2,972.85 for Monthly Insurance/Vehicle
$442.85 for Monthly Insurance/General Liability
$2,628.46 for the 4 Monthly Truck Payments.

This equates to $18.133.48 in escrow monies. In addition, you will need to deposit $1000 for routine service or maintenance. Therefore, the total amount**to be deposited at closing into the escrow account will be $19,133**. The Buyer will always maintain 90 days of Escrow. Whatever escrow monies remain after Title and Registration is secured will be returned to the buyer. Buyer will follow Seller's instructions to pay all of the truck expenses and the money shall only be taken from the escrow account in the event that Buyer fails to make a payment on time.

If for any reason the buyer is unable to secure credit to assume the financing and ownership or the Dodge Ram 2500 within the first forty-five days, then the Buyer will buy out the remaining balance and take full ownership of the vehicle.

Buyer agrees that it will provide such personal guaranties from individual(s) deemed acceptable to the truck lenders as may be required to obtain the approval of those lenders for the transfer of the titles and loans from Seller to Buyer. It is understood that the transfer must include a release of any personal guaranties on any and all of the loans and a release of Seller from any and all obligations under those loans.

In addition to the Buyer's insurances naming EzFill as additional insured, EzFill will need to continue to be insured and will be the name on the financing agreement for the three Ford F 250 vehicles for up to six months. If any expenses are not paid, the Trucks will be surrendered and EzFill retains the right to repossess the vehicles. Buyer agrees to meet any requirement the banks/financing entities place on the Buyer to secure approval for the transfer of the liens and ownership to the Buyer including individuals prepared to provide personal guarantees us to get approved for credit.

If the Buyer is not able to secure the financing to take Title and Registration for the three Ford F-250s within the first 90 days:

a. the buyer will place 12 months of all payments in escrow with Seller attorney. Any Legal costs associated with any escrow oversight and disbursement will be paid by Buyer to Sellers attorney.
b. Upon signing a credit agreement with Ford and Ally or one of the other banks or financing entities, and receiving Title and Registration allowing the buyer to be in a position to start paying all Truck expenses directly, and securing adequate insurance to operate the Vehicles any monies that remain in the escrow account will be returned to the Buyer.

Exhibit 10.3

Employment Agreement between EzFill Holdings Inc. and Michael McConnell

This Employment Agreement is made between EzFill Holdings, Inc and Michael McConnell and supersedes all previous agreements and understandings with respect to such employment relationship. As Chief Executive Officer, you will be reporting to the Board of Directors and you will be working remotely until your relocation to Florida.

Base Salary. Your initial annual base salary will be $300,000, less applicable taxes, deductions, and withholdings, and subject to annual review ("Base Salary"). Your salary will be reviewed annually and will automatically increase a minimum of 10% on each anniversary of your Employment Start Date.

Signing Bonus. You have received a signing bonus of $200,000 worth of the Company's common stock (the "**Signing Shares**"). The amount of Signing Shares which you received was based on a share price of $1.00 per share. The Signing Shares will fully vest upon completion of the Company's initial public offering and listing on a US public Exchange. You will receive a cash payment upon vesting to cover expected ordinary income tax charges at the highest individual personal income tax rate ("Gross Up").

Annual Performance Cash Bonus. Upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every calendar year, you will be eligible for a target annual cash bonus of 40% of your Base Salary, as adjusted from time to time. Your KPI's will be set by the mutual agreement of the Board of Directors (or a committee thereof) and yourself within two months of your Employment Start Date and within two months of the beginning of each year thereafter (the "Cash Performance Bonus"). To qualify for the Cash Performance Bonus, you must meet all of part of the KPI's. A partial cash bonus will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a cash bonus.

Equity Awards. As a "C" level executive of the Company, you will be entitled to receive equity awards under the Company's Incentive Plan, (the "Incentive Plan"). The aggregate annual award value under the Incentive Plan will be equal to a target of 50% of your Base Salary, as adjusted from time to time, (the "Grant"). A partial Grant will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a Grant. Twenty-Five percent (25%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining Seventy-Five percent (75%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"). The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted. The RCS grant will include a Gross Up cash payment upon vesting. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) to the extent you satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting.

Benefits. You are eligible to participate in all of the Company's benefit plans, at no cost to you.

Business Expense & Travel Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment. Additionally, for a period of eighteen months following your Employment Start Date the Company will reimburse you for your travel costs incurred in commuting between Nashville and Florida for Company purposes.

Relocation Payment. The Company will reimburse your relocation costs up to $30,000.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 200 hours, or twenty (25) days (based upon an eight-hour workday), per year.

Term and Termination. The initial term shall be three years commencing on April 19, 2021 (the "**Term**"). On the third anniversary, your employment will be renewed automatically for additional one-year terms, unless the Company provides you with a notice of non-renewal at least 30 days prior to the end of the Term.

Termination by the Company for Cause. You may be terminated by the Company immediately and without notice for "Cause." "Cause" shall mean: (i) your willful material misconduct; or (ii) your willful failure to materially perform your responsibilities to the Company. "Cause" shall be determined by the Company's Board of Directors after conducting a meeting where you can be heard on the topic.

Termination Without Cause or for Good Reason (including following Change in Control). The Company may terminate your employment without Cause not earlier than 3 months following your Employment Start Date. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 12 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 12 months from the end of the month in which you are terminated or eligibility for benefits with another employer. You will also be entitled to your pro-rata target bonus for the year in which your termination occurs as well as any earned bonus for the prior year not yet paid. In addition, any unvested equity awards shall vest in full. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company's executive office.

Voluntary Termination: In the event of voluntary resignation on your part, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested).

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a "Disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment. In the event your employment is terminated due to death or Disability, you (or your estate in case of death) shall be eligible to receive the separation benefits (in lieu of any severance payments): all unpaid Base Salary amounts and any earned and unpaid bonus, and all fully vested equity awards.

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

Non-competition. You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company, including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

Michael J. McConnell

/s/ Michael J. McConnell

Date: 04-19-2021

EzFill Holdings, Inc

/s/ Cheryl Hanrehan

By:
Name: Cheryl Hanrehan
Title: COO

Date: 04-19-2021

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
EZFILL HOLDINGS, INC.

A Delaware Corporation

The undersigned, being all of the directors of EzFill Holdings, Inc., a Delaware Corporation (the "Company"), hereby adopt the following recitals and resolutions by their written consent thereto, effective as of April 19, 2021, hereby waiving all notice of and the holding of a meeting of the directors to act upon such resolutions pursuant to applicable laws and the Company's By-Laws.

AUTHORIZATION AND APPROVAL OF: CEO Employment Agreement ("Agreement") with Michael J. McConnell

WHEREAS, the Company has prepared a standardized employment agreement for C-Suite executives and wishes to use the form of such agreement to update its prior agreement of October 2, 2020 with Michael J. McConnell;

WHEREAS, the Company has previously agreed to pay to Michael J. McConnell, in January, salary compensation that had been accrued and deferred pursuant to the terms of his original employment agreement dated October 2, 2020;

WHEREAS, Article III, Section 4 of the Company's Bylaws provide that the Board shall determine the compensation of officers;

WHEREAS, Section 144 of the Delaware Corporations law allows a board of directors to approve of a transaction in which a director is interested so long as that interest is disclosed and the majority of remaining directors approves;

WHEREAS, the form of the Agreement has been reviewed by the Board of the Company; and

WHEREAS, after due consideration, deliberation and diligence, and by the exercise of prudent business judgment in which the Board of Directors has determined that approving the Agreement is in the best interest of the Company,

IT IS HEREBY RESOLVED, that the Company the Company authorize, approve and execute the Agreement.

RESOLVED FURTHER, that the appropriate officers of the Company be, and they hereby are, authorized and empowered to execute such documents, take such steps and perform such acts as, in their judgment, may be necessary or convenient to carrying out the foregoing resolutions and that any such documents executed, or acts taken by them shall be conclusive evidence of authority in so doing.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent to be effective as of the date first written above.

/s/ Michael McConnell
Michael McConnell, Director

/s/ Cheryl Hanrehan
Cheryl Hanrehan, Director

/s/ Richard Dery
Richard Dery, Director

Exhibit 10.4

Employment Agreement between EzFill Holdings Inc. and Cheryl Hanrehan

This Employment Agreement is made between EzFill Holdings, Inc and Cheryl Hanrehan and supersedes all previous agreements and understandings with respect to such employment relationship. As Chief Operating Officer, you will be reporting to Michael McConnell, CEO and you will be based in Arlington, VA.

Base Salary. Your initial annual base salary will be $225,000, less applicable taxes, deductions, and withholdings, and subject to annual review ("Base Salary"). Your salary will be reviewed annually and will automatically increase a minimum of 5% on each anniversary of your Employment Start Date.

Signing Bonus. You have received a signing bonus of $100,000 worth of the Company's common stock (the "**Signing Shares**"). The amount of Signing Shares which you received was based on a share price of $1.00 per share. The Signing Shares will fully vest upon completion of the Company's initial public offering and listing on a US public Exchange. You will receive a cash payment upon vesting to cover expected ordinary income tax charges at the highest individual personal income tax rate ("Gross Up").

Annual Performance Cash Bonus. Upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every calendar year, you will be eligible for a target annual cash bonus of 40% of your Base Salary, as adjusted from time to time. Your KPI's will be set by the mutual agreement of the Board of Directors (or a committee thereof) and yourself within two months of your Employment Start Date and within two months of the beginning of each year thereafter (the "Cash Performance Bonus"). To qualify for the Cash Performance Bonus, you must meet all of part of the KPI's. A partial cash bonus will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a cash bonus.

Equity Awards. As a "C" level executive of the Company, you will be entitled to receive equity awards under the Company's Incentive Plan, (the "Incentive Plan"). The aggregate annual award value under the Incentive Plan will be equal to a target of 50% of your Base Salary, as adjusted from time to time, (the "Grant"). A partial Grant will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a Grant. Twenty-Five percent (25%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining Seventy-Five percent (75%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"). The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted. The RCS grant will include a Gross Up cash payment upon vesting. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) to the extent you satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting.

Benefits. You are eligible to participate in all of the Company's benefit plans, at no cost to you.

Business Expense & Travel Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 200 hours, or twenty (25) days (based upon an eight-hour workday), per year.

Term and Termination. The initial term shall be three years commencing on April 16, 2021 (the "**Term**"). On the third anniversary, your employment will be renewed automatically for additional one-year terms, unless the Company provides you with a notice of non-renewal at least 30 days prior to the end of the Term.

Termination by the Company for Cause. You may be terminated by the Company immediately and without notice for "Cause." "Cause" shall mean: (i) your willful material misconduct; or (ii) your willful failure to materially perform your responsibilities to the Company. "Cause" shall be determined by the Company's Board of Directors after conducting a meeting where you can be heard on the topic.

Termination Without Cause or for Good Reason (including following Change in Control): The Company may terminate your employment without Cause not earlier than 3 months following your Employment Start Date. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 12 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 12 months from the end of the month in which you are terminated or eligibility for benefits with another employer. You will also be entitled to your pro-rata target bonus for the year in which your termination occurs as well as any earned bonus for the prior year not yet paid. In addition, any unvested equity awards shall vest in full. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company's executive office.

Voluntary Termination: In the event of voluntary resignation on your part, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested).

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a "Disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment. In the event your employment is terminated due to death or Disability, you (or your estate in case of death) shall be eligible to receive the separation benefits (in lieu of any severance payments): all unpaid Base Salary amounts and any earned and unpaid bonus, and all fully vested equity awards.

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

Non-competition. You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company,

including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

Cheryl Hanrehan

/s/ Cheryl Hanrehan

Date: 04/19/21

EzFill Holdings, Inc

/s/ Michael J. McConnell

By:
Name: Michael J. McConnell
Title: CEO

Date: 04/19/21

Exhibit 10.5

BOARD MEMBER LETTER OF AGREEMENT

Dear _____,

Based on our discussions, I am very pleased to offer you a position as member of the Board of Directors (the "**Board**") of EzFill Holdings, Inc. (the "**Company**"), pursuant to the terms of this offer letter (the "**Agreement**").

The term of your Board service (the "**Services**") shall commence upon the Effective Date. Your offered position is due in part to you being an "Independent Director" (as defined by Nasdaq Listing Rule 5605(a)(2)) in relation to the Company. Upon: **(i)** you choosing to accept this position; **(ii)** the Board voting to approve your appointment; and **(iii)** the close of an initial public offering of the Company's stock and listing on a U.S. securities exchange (the "**Conditions Precedent**"), you shall serve as a Board member upon the terms and conditions set forth in this Agreement. The date on which all three of the above-mentioned conditions are met, shall constitute the "**Effective Date**" of this Agreement.

1. **Board Services**. As a member of the Board, your Services shall include: **(i)** using your reasonable best efforts to provide financial and strategic advice to the Company; **(ii)** attending and participating in such number of meetings of the Board as regularly or specially called, but in any case, no fewer than four (4) meetings per year. Board meetings may be held via teleconference, videoconference or in person; **(iii)** consulting with other Board members regularly and as necessary via telephone, electronic mail or other forms of correspondence; **(iv)** participating in at least four (4) conference calls for operational purposes with the Company's management in any year; and **(v)** rendering such other services as may be reasonably and customarily requested of a member of a board of directors of a similarly situated company.

2. **Board Start Date**. The Effective Date shall constitute your starting date as a Board member. Your term shall continue until its expiration at the Company's next annual meeting of shareholders or until your earlier resignation or removal.

3. **Company Policies**. You will comply with all laws and regulations applicable to the Company and all policies adopted by the Company. The Company has adopted a number of policies that regulate several areas of operations, behavior and ethics, including, but not limited to, the Insider Trading Policy, Anti-Fraud Policy, Conflict of Interest Policy, Discrimination Harassment, Bullying & Retaliation Prevention Policy. You agree to comply with all Company policies and to be bound by the Company's Code of Business Conduct and Ethics (the "Code"). All policies and the Code shall be made available for your review at any time upon request.

4. **Committees**. You will join as a member of the Company's _____ committee(s) and shall serve on the Committees at the discretion of the Board.

5. **Compensation**. You will receive such compensation as is approved by the Company's compensation committee from time to time. The current board compensation structure is attached to this Agreement as Schedule I. Board compensation may be modified from time to time as determined by the Company's compensation committee. Compensation for your services as a board member will begin on the Effective Date

5. **Lockup**. You hereby agree that you will not offer, pledge, sell, contract to sell, hypothecate, lend, transfer or otherwise dispose of the Shares or any other shares of the Company's common stock you receive from the Company from the date you receive such shares through the six-month anniversary of the receipt of the shares (the "**Lockup Period**"). Following the expiration of the Lockup Period, you shall have the right, in the aggregate, to sell, dispose of or otherwise transfer the shares of the Company's common stock that you own, without restriction, up to five percent (5%) of the total daily trading volume of the Company's common stock. Until you no longer own any of the Company's securities, within five (5) business days of any sale, transfer or other transaction made by you with regard to the Company's securities, you shall deliver to the Company a written statement detailing **(i)** the sale, transfer or other transaction giving rise to such written statement; and **(ii)** your current holdings of the Company's securities.

6. **Permitted Transfers**. Notwithstanding the foregoing restrictions on transfer, you may, at any time and from time to time, transfer the Company's securities that you own: **(i)** as bona fide gifts or transfers by will or intestacy, **(ii)** to any trust for your direct or indirect benefit or your immediate family, provided that any such transfer shall not involve a disposition for value, **(iii)** to a partnership which is the general partner of a partnership of which you are a general partner, or **(iv)** as a gift of to an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, provided that, in the case of any gift or transfer described in clauses (i), (ii), (iii) or (iv), each donee or transferee agrees in writing to be bound by the terms and conditions contained herein in the same manner as such terms and conditions apply to you so that in the aggregate, no more than the number of the Company's securities allowable under this Agreement may be transferred on a given day, except in accordance with the terms hereof. For purposes hereof, "immediate family" means any relationship by blood, marriage or adoption, not more remote than first cousin.

7. **Ownership**. Until you have sold the securities in question, you shall retain all rights of ownership in the securities, including, without limitation, voting rights and the right to receive any dividends that may be declared in respect thereof. The Company is hereby authorized to disclose the existence of this Agreement to its transfer agent and such transfer agent shall only release shares in accordance with the limitations contained herein. The Company and its transfer agent are hereby authorized to decline to make any transfer of the Company's securities if such transfer would constitute a violation or breach of this Agreement.

8. **Expenses**. The Company agrees to reimburse all of your travel and other reasonable documented expenses relating to your attendance at meetings of the Board. In addition, the Company agrees to reimburse you for reasonable out of pocket expenses that you incur in connection with the performance of your duties as a member of the Board. The Company will only reimburse expenses for which you provide receipts.

9. **Indemnification**. You will receive full indemnification as a member of the Board to the maximum extent extended to the other Board members generally, as set forth in the Company's Certificate of Incorporation, as amended, and bylaws.

10. **D&O Insurance**. As a director, you will be covered under the Company's Director and Officer Insurance Policy. A copy of this policy will be provided to you once it is in place.

11. **Service for Others, Conflict of Interest**. You will be free to represent or perform services for other persons during the term of this Agreement. However, you will not engage in any activity that creates an actual or perceived conflict of interest with the Company, regardless of whether such activity is prohibited by Company's conflict of interest guidelines or this Agreement, and you agree to notify the Board before engaging in any activity that could reasonably be assumed to create a potential conflict of interest with the Company. Notwithstanding the above, you will not engage in any activity that is in direct competition with the Company or serve in any capacity (including, but not limited to, as an employee, consultant, advisor or director) in any company or entity that competes directly or indirectly with the Company, as reasonably determined by a majority of the Company's disinterested board members, without the approval of the Board.

12. **No Assignment**. Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the majority of the other Board members.

13. **Confidential Information**. You hereby represent and agree as follows:

a. For purposes of this Agreement, the term "Confidential Information" means: **(i)** any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; **(ii)** any information that is related to the business of the Company and is generally not known by non-Company personnel; or **(iii)** by way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

Notwithstanding the foregoing, the term "Confidential Information" shall not include: **(i)** any information which becomes generally available to the public other than because of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you; **(ii)** information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and **(iii)** information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

b. You agree that, without the express written consent of the Company, you will not remove from the Company's premises, any notes, formulas, programs, data, records, machines or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. In the event you receive any such documents or items by personal delivery from any duly designated or authorized personnel of the Company, you shall be deemed to have received the express written consent of the Company. In the event that you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You shall promptly return any such documents or items, along with any reproductions or copies to the Company upon the Company's demand, upon termination of this Agreement, or upon your termination or Resignation, as defined herein.

c. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph shall survive termination of this Agreement.

14. **Board Termination and Resignation**. You may be removed for any or no reason by a vote of the Company's stockholders in accordance with the Company's bylaws and all applicable law. Your membership on a Board committee may be terminated for any or no reason at any meeting of the Board or by written consent of a majority of the Board members at any time. You may also terminate your membership on the Board or on a committee for any or no reason by delivering your written notice of resignation to the Company ("**Resignation**"), and such Resignation shall be effective upon the time specified therein or, if no time is specified, upon receipt of the notice of resignation by the Company. Upon the effective date of the termination or Resignation, your right to compensation hereunder will terminate subject to the Company's obligations to pay you any cash compensation (or its equivalent value in Common Stock) that you have already earned and to reimburse you for approved expenses already incurred in connection with your performance of your duties as of the effective date of such termination or Resignation.

15. **Governing Law and Jurisdiction**. All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the law of the State of Florida applicable to agreements made and to be performed entirely in the State of Florida. Any claim, suit or proceedings between you and the Company (and its affiliates, shareholders, directors, officers, employees, members, agents, successors, attorneys, and assigns) relating to this Agreement and/or your Service shall be brought exclusively in either the United States District Court for the State of Florida or in a Florida state court and that the parties will submit to the jurisdiction of such court.

16. **Commitment to Join the Board**. Notwithstanding the Effective Date of this Agreement, your execution of this Agreement constitutes a binding commitment by you to join the Company's board and upon fulfillment of the Conditions Precedent your board membership and responsibilities will begin.

17. **Entire Agreement, Amendment, Waiver, Counterparts** . This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement. and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

This Agreement sets forth the terms of your Services as a member of the Board. Nothing in this Agreement should be construed as an offer of employment. If the foregoing terms are agreeable, please indicate your acceptance by signing in the space provided below and returning this Agreement to the Company.

Very truly yours,

EzFill Holdings, Inc.

Accepted and Agreed:

Signature: _____

Name: _____

Date: _____

Exhibit 10.6

EzFILL HOLDINGS INC.

2020 INCENTIVE COMPENSATION PLAN

1 . *Purpose*. EzFILL Holdings Inc., a Delaware corporation (the "Company"), hereby establishes the EzFILL 2020 INCENTIVE COMPENSATION PLAN (the "Plan"). The purpose of the Plan is to assist the Company and its Related Entities (as hereinafter defined) in attracting, motivating, retaining and rewarding high-quality executives and other employees, officers, directors, consultants and other persons who provide services to the Company or its Related Entities by enabling such persons to acquire or increase a proprietary interest in the Company in order to strengthen the mutuality of interests between such persons and the Company's shareholders, and providing such persons with performance incentives to expend their maximum efforts in the creation of shareholder value.

2. *Definitions*. For purposes of the Plan, the following terms shall be defined as set forth below, in addition to such terms defined in Section 1 hereof.

(a) "Award" means any Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Deferred Stock Award, Share granted as a bonus or in lieu of another award, Dividend Equivalent, Other Stock-Based Award or Performance Award, together with any other right or interest, granted to a Participant under the Plan.

(b) "Award Agreement" means any written agreement, contract or other instrument or document evidencing any Award granted by the Committee hereunder.

(c) "Beneficiary" means the person, persons, trust or trusts that have been designated by a Participant in his or her most recent written beneficiary designation filed with the Committee to receive the benefits specified under the Plan upon such Participant's death or to which Awards or other rights are transferred if and to the extent permitted under Section 10(b) hereof. If, upon a Participant's death, there is no designated Beneficiary or surviving designated Beneficiary, then the term Beneficiary means the person, persons, trust or trusts entitled by will or the laws of descent and distribution to receive such benefits.

(d) "Beneficial Owner" shall have the meaning ascribed to such term in Rule 13d-3 under the Exchange Act and any successor to such Rule.

(e) "Board" means the Company's Board of Directors.

(f) "Cause" shall, with respect to any Participant have the meaning specified in the Award Agreement. In the absence of any definition in the Award Agreement, "Cause" shall have the equivalent meaning or the same meaning as "cause" or "for cause" set forth in any employment, consulting, or other agreement for the performance of services between the Participant and the Company or a Related Entity or, in the absence of any such agreement or any such definition in such agreement, such term shall mean (i) the failure by the Participant to perform, in a reasonable manner, his or her duties as assigned by the Company or a Related Entity, (ii) any violation or breach by the Participant of his or her employment, consulting or other similar agreement with the Company or a Related Entity, if any, (iii) any violation or breach by the Participant of any non-competition, non-solicitation, non-disclosure and/or other similar agreement with the Company or a Related Entity, (iv) any act by the Participant of dishonesty or bad faith with respect to the Company or a Related Entity, (v) use of alcohol, drugs or other similar substances in a manner that adversely affects the Participant's work performance, or (vi) the commission by the Participant of any act, misdemeanor, or crime reflecting unfavorably upon the Participant or the Company or any Related Entity. The good faith determination by the Committee of whether the Participant's Continuous Service was terminated by the Company for "Cause" shall be final and binding for all purposes hereunder.

(g) "Change in Control" means a Change in Control as defined with related terms in Section 9(b) of the Plan.

(h) "Code" means the Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.

(i) "Committee" means a committee designated by the Board to administer the Plan; provided, however, that if the Board fails to designate a committee or if there are no longer any members on the committee so designated by the Board, then the Board shall serve as the Committee. The Committee shall consist of at least two directors, and each member of the Committee shall be (i) a "non-employee director" within the meaning of Rule 16b-3 (or any successor rule) under the Exchange Act, unless administration of the Plan by "non-employee directors" is not then required in order for exemptions under Rule 16b-3 to apply to transactions under the Plan and (ii) an "independent director" under the NASDAQ listing requirements, or any similar rule or listing requirement that may be applicable to the Company from time to time.

(j) "Consultant" means any person (other than an Employee or a Director, solely with respect to rendering services in such person's capacity as a director) who is engaged by the Company or any Related Entity to render consulting or advisory services to the Company or such Related Entity.

(k) "Continuous Service" means the uninterrupted provision of services to the Company or any Related Entity in any capacity of Employee, Director, Consultant or other service provider. Continuous Service shall not be considered to be interrupted in the case of (i) any approved leave of absence, (ii) transfers among the Company, any Related Entities, or any successor entities, in any capacity of Employee, Director, Consultant or other service provider, or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of Employee, Director, Consultant or other service provider (except as otherwise provided in the Award Agreement). An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave. For purposes of each Incentive Stock Option granted under the Plan, if such leave exceeds three (3) months, and reemployment upon expiration of such leave is not guaranteed by statute or contract, then the Incentive Stock Option shall be treated as a Non-Qualified Stock Option on the day three (3) months and one (1) day following the expiration of such three (3) month period.

(l) "Deferred Stock" means a right to receive Shares, including Restricted Stock, cash or a combination thereof, at the end of a specified deferral period.

(m) "Deferred Stock Award" means an Award of Deferred Stock granted to a Participant under Section 6(e) hereof.

(n) "Director" means a member of the Board or the board of directors of any Related Entity.

(o) "Disability" means a permanent and total disability (within the meaning of Section 22(e) of the Code), as determined by a medical doctor satisfactory to the Committee. Notwithstanding the foregoing, for Awards subject to Section 409A of the Code, Disability shall mean that a Participant is disabled under Section 409A(a)(2)(C)(i) or (ii) of the Code.

(p) "Dividend Equivalent" means a right, granted to a Participant under Section 6(g) hereof, to receive cash, Shares, other Awards or other property equal in value to dividends paid with respect to a specified number of Shares, or other periodic payments.

(q) "Effective Date" has the meaning set forth in Section 10(s).

(r) "Eligible Person" means each officer, Director, Employee, Consultant and other person who provides services to the Company or any Related Entity. The foregoing notwithstanding, only Employees of the Company, or any parent corporation or subsidiary corporation of the Company (as those terms are defined in Sections 424(e) and (f) of the Code, respectively), shall be Eligible Persons for purposes of receiving any Incentive Stock Options. An Employee on leave of absence may be considered as still in the employ of the Company or a Related Entity for purposes of eligibility for participation in the Plan.

(s) "Employee" means any person, including an officer or Director, who is an employee of the Company or any Related Entity. The payment of a director's fee by the Company or a Related Entity shall not be sufficient to constitute "employment" by the Company.

(t) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.

(u) "Fair Market Value" or "FMV" means, as of any date, the value of a Share determined as follows:

(i) If the Share is listed on one or more established stock exchanges or national market systems, including without limitation, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market of The NASDAQ Stock Market LLC, its Fair Market Value shall be the closing sales price for such Share (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Share is listed (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last immediately preceding trading date such closing sales price or closing bid was reported), as reported in *The Wall Street Journal* or such other source as the Committee deems reliable;

(ii) If the Share is regularly quoted on an automated quotation system (including a marketplace operated by the OTC Markets Group, Inc.) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such Share as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Share on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(iii) In the absence of an established market for the Share of the type described in (i) and (ii), above, the Fair Market Value thereof shall be determined by the Committee in good faith using any reasonable method of valuation, which method may be set forth with greater specificity in the Award Agreement, (and, to the extent necessary or advisable, in a manner consistent with Section 409A of the Code and Section 422 of the Code for Incentive Stock Options), which determination shall be conclusive and binding on all interested parties. Such reasonable method may be determined by reference to (i) the placing price of the latest private placement of the Shares and the development of the Company's business operations and the general economic and market conditions since such latest private placement; (ii) other third party transactions involving the Shares and the development of the Company's business operation and the general economic and market conditions since such sale; (iii) an independent valuation of the Shares (by a qualified valuation expert) or (iv) such other methodologies or information as the Committee determines to be indicative of Fair Market Value.

(v) "Good Reason" shall, with respect to any Participant, have the meaning specified in the Award Agreement. In the absence of any definition in the Award Agreement, "Good Reason" shall have the equivalent meaning or the same meaning as "good reason" or "for good reason" set forth in any employment, consulting or other agreement for the performance of services between the Participant and the Company or a Related Entity or, in the absence of any such agreement or any such definition in such agreement, such term shall mean (i) the assignment to the Participant of any duties inconsistent in any material respect with the Participant's position, authority, duties or responsibilities as assigned by the Company or a Related Entity, or any other action by the Company or a Related Entity which results in a material diminution in such position, authority, duties or responsibilities, excluding for this purpose any action not taken in bad faith and which is remedied by the Company or a Related Entity promptly after receipt of notice thereof given by the Participant, or any action taken with the consent of the Participant; or (ii) any material failure by the Company or a Related Entity to comply with its obligations to the Participant as agreed upon, other than any failure not occurring in bad faith and which is remedied by the Company or a Related Entity promptly after receipt of notice thereof given by the Participant.

(w) "Incentive Stock Option" means any Option intended to be designated as an "incentive stock option" within the meaning of Section 422 of the Code or any successor provision thereto and that meets the requirements set out in the Plan.

(x) "Independent," when referring to either the Board or members of the Committee, shall have the same meaning as used in the rules of NASDAQ or any national securities exchange on which any securities of the Company are listed for trading and, if not quoted or listed for trading, by the rules of NASDAQ.

(y) "Incumbent Board" means the Incumbent Board as defined in Section 9(b)(ii) of the Plan.

(z) "Non-Qualified Stock Option" means an Option that, by its terms, does not qualify or is not intended to qualify as an Incentive Stock Option.

(aa) "Option" means a right granted to a Participant under Section 6(b) hereof, to purchase Shares or other Awards at a specified price during specified time periods.

(bb) "Optionee" means a person to whom an Option is granted under this Plan or any person who succeeds to the rights of such person under this Plan.

(cc) "Other Stock-Based Awards" means Awards granted to a Participant under Section 6(i) hereof.

(dd) "Outside Director" means a member of the Board who is not an Employee.

(ee) "Participant" means a person who has been granted an Award under the Plan which remains outstanding, including a person who is no longer an Eligible Person.

(ff) "Performance Award" shall mean any Award of Performance Shares or Performance Units granted pursuant to Section 6(h).

(gg) "Performance Period" means that period established by the Committee at the time any Performance Award is granted or at any time thereafter during which any performance goals specified by the Committee with respect to such Award are to be measured.

(hh) "Performance Share" means any grant pursuant to Section 6(h) of a unit valued by reference to a designated number of Shares, which value may be paid to the Participant by delivery of such property as the Committee shall determine, including cash, Shares, other property, or any combination thereof, upon achievement of such performance goals during the Performance Period as the Committee shall establish at the time of such grant or thereafter.

(ii) "Performance Unit" means any grant pursuant to Section 6(h) of a unit valued by reference to a designated amount of property (including cash) other than Shares, which value may be paid to the Participant by delivery of such property as the Committee shall determine, including cash, Shares, other property, or any combination thereof, upon achievement of such performance goals during the Performance Period as the Committee shall establish at the time of such grant or thereafter.

(jj) "Person" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, and shall include a "group" as defined in Section 13(d) thereof.

(kk) "Related Entity" means any Subsidiary, and any business, corporation, partnership, limited liability company or other entity designated by Board in which the Company or a Subsidiary holds a substantial ownership interest, directly or indirectly.

(ll) "Restricted Stock" means any Share issued with the restriction that the holder may not sell, transfer, pledge or assign such Share and with such risks of forfeiture and other restrictions as the Committee, in its sole discretion, may impose (including any restriction on the right to vote such Share and the right to receive any dividends), which restrictions may lapse separately or in combination at such time or times, in installments or otherwise, as the Committee may deem appropriate.

(mm) "Restricted Stock Award" means an Award granted to a Participant under Section 6(d) hereof.

(nn) "Restricted Stock Unit" means an Award granted to a Participant under Section 6(d) hereof.

(oo) "Rule 16b-3" means Rule 16b-3, as from time to time in effect and applicable to the Plan and Participants, promulgated by the Securities and Exchange Commission under Section 16 of the Exchange Act.

(pp) "Shares" means the shares of common stock of the Company, par value $.001 per share, and such other securities as may be substituted (or resubstituted) for Shares pursuant to Section 10(c) hereof.

(qq) "Stock Appreciation Right" means a right granted to a Participant under Section 6(c) hereof.

(rr) "Subsidiary" means any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors or in which the Company has the right to receive 50% or more of the distribution of profits or 50% or more of the assets on liquidation or dissolution.

(ss) "Substitute Awards" shall mean Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, by a company acquired by the Company or any Related Entity or with which the Company or any Related Entity combines.

3. *Administration*.

(a) *Authority of the Committee.* The Plan shall be administered by the Committee, except to the extent the Board elects to administer the Plan, in which case the Plan shall be administered by only those directors who are Independent Directors, in which case references herein to the "Committee" shall be deemed to include references to the Independent members of the Board. The Committee shall have full and final authority, subject to and consistent with the provisions of the Plan, to select Eligible Persons to become Participants, grant Awards, determine the type, number and other terms and conditions of, and all other matters relating to, Awards, prescribe Award Agreements (which need not be identical for each Participant) and rules and regulations for the administration of the Plan, construe and interpret the Plan and Award Agreements and correct defects, supply omissions or reconcile inconsistencies therein, and to make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. In exercising any discretion granted to the Committee under the Plan or pursuant to any Award, the Committee shall not be required to follow past practices, act in a manner consistent with past practices, or treat any Eligible Person or Participant in a manner consistent with the treatment of other Eligible Persons or Participants.

(b) *Manner of Exercise of Committee Authority.* The Committee, and not the Board, shall exercise sole and exclusive discretion on any matter relating to a Participant then subject to Section 16 of the Exchange Act with respect to the Company to the extent necessary in order that transactions by such Participant shall be exempt under Rule 16b-3 under the Exchange Act. Any action of the Committee shall be final, conclusive and binding on all persons, including the Company, its Related Entities, Participants, Beneficiaries, transferees under Section 10(b) hereof or other persons claiming rights from or through a Participant, and shareholders. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to officers or managers of the Company or any Related Entity, or committees thereof, the authority, subject to such terms as the Committee shall determine, to perform such functions, including administrative functions as the Committee may determine to the extent that such delegation will not result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company. The Committee may appoint agents to assist it in administering the Plan.

(c) *Limitation of Liability.* The Committee and the Board, and each member thereof, shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or Employee, the Company's independent auditors, Consultants or any other agents assisting in the administration of the Plan. Members of the Committee and the Board, and any officer or Employee acting at the direction or on behalf of the Committee or the Board, shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.

4. *Shares Subject to Plan.*

(a) *Limitation on Overall Number of Shares Available for Delivery Under Plan.* Subject to adjustment as provided in Section 10(c) hereof, the total number of Shares initially reserved and available for delivery under the Plan shall be twenty percent of the issued and outstanding shares of the company, or 7,200,000 million shares of restricted common stock, all of which may be Incentive Stock Options. Any Shares delivered under the Plan may consist, in whole or in part, of authorized and unissued shares or treasury shares.

(b) *Application of Limitation to Grants of Award.* No Award may be granted if the number of Shares to be delivered in connection with such an Award or, in the case of an Award relating to Shares but settled only in cash (such as cash-only Stock Appreciation Rights), the number of Shares to which such Award relates, exceeds the number of Shares remaining available for delivery under the Plan, minus the number of Shares deliverable in settlement of or relating to then outstanding Awards. The Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or substitute awards) and make adjustments if the number of Shares actually delivered differs from the number of Shares previously counted in connection with an Award.

(c) *Share Accounting.* Without limiting the discretion of the Committee under this section, the following rules will apply for purposes of the determination of the number of Shares available for grant under the Plan or compliance with the foregoing limits:

(i) If an outstanding Award for any reason expires or is terminated or canceled without having been exercised or settled in full, or if Shares acquired pursuant to an Award subject to forfeiture are forfeited under the terms of the Plan or the relevant Award, the Shares allocable to the terminated portion of such Award or such forfeited Shares shall again be available for issuance under the Plan.

(ii) Shares shall not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash, other than an Option.

(iii) If the exercise price of an Option is paid by tender to the Company, or attestation to the ownership, of Shares owned by the Participant, or an Option is settled without the payment of the exercise price, or the payment of taxes with respect to any Award is settled by a net exercise, the number of shares available for issuance under the Plan shall be reduced by the gross number of shares for which the Option is exercised or other Awards that have vested.

(iv) Substitute Awards shall not reduce the Shares authorized for grant under the Plan or authorized for grant to a Participant in any period. Additionally, in the event that a company acquired by the Company or any Related Entity or with which the Company or any Related Entity combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for delivery pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for delivery under the Plan; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

(v) Any Shares that again become available for delivery pursuant to this Section 4(c) shall be added back as one (1) Share.

(vi) Notwithstanding anything in this Section 4(c) to the contrary and solely for purposes of determining whether Shares are available for the delivery of Incentive Stock Options, the maximum aggregate number of shares that may be granted under this Plan shall be determined without regard to any Shares restored pursuant to this Section 4(c) that, if taken into account, would cause the Plan to fail the requirement under Code Section 422 that the Plan designate a maximum aggregate number of shares that may be issued.

(d) *Limitation on Number of Shares Granted to Outside Directors.*Notwithstanding any provision in the Plan to the contrary, the sum of the grant date Fair Market Value of equity-based Awards and the amount of any cash-based Awards granted to an Outside Director during any calendar year shall not exceed One-hundred thousand dollars ($100,000).

5. Eligibility and Participation. Individuals eligible to participate in the Plan include all Employees, Directors, and all Consultants and advisers to the Company and Related Entities, as determined by the Committee. Subject to the provisions of the Plan, the Committee may, from time to time, select from all Eligible Persons, those to whom Awards shall be granted and shall determine, in its sole discretion, the nature of, any and all terms permissible by law, and the amount of each Award. In making this determination, the Committee may consider any factors it deems relevant, including without limitation, the office or position held by a Participant or the Participant's relationship to the Company, the Participant's degree of responsibility for and contribution to the growth and success of the Company or any Related Entity, the Participant's length of service, promotions and potential.

6. *Specific Terms of Awards.*

(a) *General*. Awards may be granted on the terms and conditions set forth in this Section 6. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 10(e)), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of the Participant's Continuous Service and terms permitting a Participant to make elections relating to his or her Award. The Committee shall retain full power and discretion to accelerate, waive or modify, at any time, any term or condition of an Award that is not mandatory under the Plan. Except in cases in which the Committee is authorized to require other forms of consideration under the Plan, or to the extent other forms of consideration must be paid to satisfy the requirements of applicable law, no consideration other than services may be required for the grant (but not the exercise) of any Award.

(b) *Options*. The Committee is authorized to grant Options to any Eligible Person on the following terms and conditions:

(i) *Exercise Price.* Other than in connection with Substitute Awards, the exercise price per Share purchasable under an Option shall be determined by the Committee, provided that such exercise price shall not be less than 100% of the Fair Market Value of a Share on the date of grant of the Option and shall not, in any event, be less than the par value of a Share on the date of grant of the Option. If an Employee owns or is deemed to own (by reason of the attribution rules applicable under Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company (or any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) and an Incentive Stock Option is granted to such employee, the exercise price of such Incentive Stock Option (to the extent required by the Code at the time of grant) shall be no less than 110% of the Fair Market Value a Share on the date such Incentive Stock Option is granted.

(ii) *Time and Method of Exercise*. The Committee shall determine the time or times at which or the circumstances under which an Option may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the time or times at which Options shall cease to be or become exercisable following termination of Continuous Service or upon other conditions, the methods by which the exercise price may be paid or deemed to be paid (including in the discretion of the Committee a cashless exercise procedure), the form of such payment, including, without limitation, cash, Shares, other Awards or awards granted under other plans of the Company or a Related Entity, or other property (including notes or other contractual obligations of Participants to make payment on a deferred basis provided that such deferred payments are not in violation of Section 409A of the Code, or any rule or regulation adopted thereunder or any other applicable law), and the methods by or forms in which Shares will be delivered or deemed to be delivered to Participants.

(iii) *Incentive Stock Options*. The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. If an Option is intended to be an Incentive Stock Option, and if, for any reason, such Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a Non-Qualified Stock Option appropriately granted under the Plan; provided that such Option (or portion thereof) otherwise complies with the Plan's requirements relating to Non-Qualified Stock Options. Anything in the Plan to the contrary notwithstanding, no term of the Plan relating to Incentive Stock Options (including any Stock Appreciation Right issued in tandem therewith) shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be exercised, so as to disqualify either the Plan or any Incentive Stock Option under Section 422 of the Code, unless the Participant has first requested, or consents to, the change that will result in such disqualification. Thus, if and to the extent required to comply with Section 422 of the Code, Options granted as Incentive Stock Options shall be subject to the following special terms and conditions:

(A) An Incentive Stock Option shall not be exercisable more than ten years after the date such Incentive Stock Option is granted;provided, however, that if a Participant owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company (or any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) and the Incentive Stock Option is granted to such Participant, the term of the Incentive Stock Option shall be (to the extent required by the Code at the time of the grant) for no more than five years from the date of grant.

(B) The aggregate Fair Market Value (determined as of the date the Incentive Stock Option is granted) of the Shares with respect to which Incentive Stock Options granted under the Plan and all other option plans of the Company (and any parent corporation or subsidiary corporation of the Company, as those terms are defined in Sections 424(e) and (f) of the Code, respectively) during any calendar year exercisable for the first time by the Participant during any calendar year shall not (to the extent required by the Code at the time of the grant) exceed $100,000. To the extent that Incentive Stock Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Stock Options.

(C) Each person exercising any Incentive Stock Option granted under the Plan shall be deemed to have covenanted with the Company to report to the Company any disposition of such Shares prior to the expiration of the holding periods specified by Section 422(a)(1) of the Code and, if and to the extent that the realization of income in such a disposition imposes upon the Company federal, state, local or other withholding tax requirements, or any such withholding is required to secure for the Company an otherwise available tax deduction, to remit to the Company an amount in cash sufficient to satisfy those requirements.

(c) *Stock Appreciation Rights.* The Committee may grant Stock Appreciation Rights to any Eligible Person in conjunction with all or part of any Option granted under the Plan or at any subsequent time during the term of such Option (a "Tandem Stock Appreciation Right"), or without regard to any Option (a "Freestanding Stock Appreciation Right"), in each case upon such terms and conditions as the Committee may establish in its sole discretion, not inconsistent with the provisions of the Plan, including the following:

(i) *Right to Payment.* A Stock Appreciation Right shall confer on the Participant to whom it is granted a right to receive, upon exercise thereof, the excess of (A) the Fair Market Value of one Share on the date of exercise over (B) the grant price of the Stock Appreciation Right as determined by the Committee. The grant price of a Stock Appreciation Right shall not be less than 100% of the Fair Market Value of a Share on the date of grant, in the case of a Freestanding Stock Appreciation Right, or less than the associated Option exercise price, in the case of a Tandem Stock Appreciation Right.

(ii) *Other Terms.* The Committee shall determine at the date of grant or thereafter, the time or times at which and the circumstances under which a Stock Appreciation Right may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the time or times at which Stock Appreciation Rights shall cease to be or become exercisable following termination of Continuous Service or upon other conditions, the method of exercise, method of settlement, form of consideration payable in settlement, method by or forms in which Shares will be delivered or deemed to be delivered to Participants, whether or not a Stock Appreciation Right shall be in tandem or in combination with any other Award, and any other terms and conditions of any Stock Appreciation Right.

(iii) *Tandem Stock Appreciation Rights*. Any Tandem Stock Appreciation Right may be granted at the same time as the related Option is granted or, for Options that are not Incentive Stock Options, at any time thereafter before exercise or expiration of such Option. Any Tandem Stock Appreciation Right related to an Option may be exercised only when the related Option would be exercisable and the Fair Market Value of the Shares subject to the related Option exceeds the exercise price at which Shares can be acquired pursuant to the Option. In addition, if a Tandem Stock Appreciation Right exists with respect to less than the full number of Shares covered by a related Option, then an exercise or termination of such Option shall not reduce the number of Shares to which the Tandem Stock Appreciation Right applies until the number of Shares then exercisable under such Option equals the number of Shares to which the Tandem Stock Appreciation Right applies. Any Option related to a Tandem Stock Appreciation Right shall no longer be exercisable to the extent the Tandem Stock Appreciation Right has been exercised, and any Tandem Stock Appreciation Right shall no longer be exercisable to the extent the related Option has been exercised.

(d) *Restricted Stock Awards*. The Committee is authorized to grant Restricted Stock Awards to any Eligible Person on the following terms and conditions:

(i) *Grant and Restrictions*. Restricted Stock Awards shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, or as otherwise provided in this Plan, covering a period of time specified by the Committee (the "Restriction Period"). The terms of any Restricted Stock Award granted under the Plan shall be set forth in a written Award Agreement which shall contain provisions determined by the Committee and not inconsistent with the Plan. The restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the date of grant or thereafter. Except to the extent restricted under the terms of the Plan and any Award Agreement relating to a Restricted Stock Award, a Participant granted Restricted Stock shall have all of the rights of a shareholder, including the right to vote the Restricted Stock and the right to receive dividends thereon (subject to any mandatory reinvestment or other requirement imposed by the Committee). During the Restriction Period, subject to Section 10(b) below, the Restricted Stock may not be sold, transferred, pledged, hypothecated, margined or otherwise encumbered by the Participant.

(ii) *Forfeiture*. Except as otherwise determined by the Committee, upon termination of a Participant's Continuous Service during the applicable Restriction Period, the Participant's Restricted Stock that is at that time subject to a risk of forfeiture that has not lapsed or otherwise been satisfied shall be forfeited and reacquired by the Company; provided that the Committee may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to Restricted Stock Awards shall be waived in whole or in part in the event of terminations resulting from specified causes.

(iii) *Certificates for Stock*. Restricted Stock granted under the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Committee may require that such certificates bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock, that the Company retain physical possession of the certificates, and that the Participant deliver a stock power to the Company, endorsed in blank, relating to the Restricted Stock.

(iv) *Dividends and Splits*. As a condition to the grant of a Restricted Stock Award, the Committee may require or permit a Participant to elect that any cash dividends paid on a Share of Restricted Stock be automatically reinvested in additional Shares of Restricted Stock or applied to the purchase of additional Awards under the Plan. Unless otherwise determined by the Committee, Shares distributed in connection with a stock split or stock dividend, and other property distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Shares or other property have been distributed.

(v) *Restricted Stock Units*. In lieu of or in addition to Restricted Stock, the Committee is authorized to grant Restricted Stock Units to any Eligible Person. Restricted Stock Units shall be subject to the same terms and conditions under this Plan as Restricted Stock except as otherwise provided in this Plan or as otherwise provided by the Committee. Except as otherwise provided by the Committee, the award shall be settled and paid out promptly upon vesting (to the extent permitted by Section 409A of the Code), and the Participant holding such Restricted Stock Units shall receive, as determined by the Committee, Shares (or cash equal to the Fair Market Value of the number of Shares as of the date the Award becomes payable) equal to the number of such Restricted Stock Units. Restricted Stock Units shall not be transferable, shall have no voting rights, and, unless otherwise determined by the Committee, shall not receive dividends or Dividend Equivalents (which in any event shall only be paid out to the extent that the Restricted Stock Units vest).

(e) *Deferred Stock Award*. The Committee is authorized to grant Deferred Stock Awards to any Eligible Person on the following terms and conditions:

(i) *Award and Restrictions*. Satisfaction of a Deferred Stock Award shall occur upon expiration of the deferral period specified for such Deferred Stock Award by the Committee (or, if permitted by the Committee, as elected by the Participant). In addition, a Deferred Stock Award shall be subject to such restrictions (which may include a risk of forfeiture) as the Committee may impose, if any, which restrictions may lapse at the expiration of the deferral period or at earlier specified times (including based on achievement of performance goals and/or future service requirements), separately or in combination, in installments or otherwise, as the Committee may determine. A Deferred Stock Award may be satisfied by delivery of Shares, cash equal to the Fair Market Value of the specified number of Shares covered by the Deferred Stock, or a combination thereof, as determined by the Committee at the date of grant or thereafter. Prior to satisfaction of a Deferred Stock Award, a Deferred Stock Award carries no voting or dividend or other rights associated with Share ownership.

(ii) *Forfeiture*. Except as otherwise determined by the Committee, upon termination of a Participant's Continuous Service during the applicable deferral period or portion thereof to which forfeiture conditions apply (as provided in the Award Agreement evidencing the Deferred Stock Award), the Participant's Deferred Stock Award that is at that time subject to a risk of forfeiture that has not lapsed or otherwise been satisfied shall be forfeited; provided that the Committee may provide, by rule or regulation or in any Award Agreement, or may determine in any individual case, that forfeiture conditions relating to a Deferred Stock Award shall be waived in whole or in part in the event of terminations resulting from specified causes, and the Committee may in other cases waive in whole or in part the forfeiture of any Deferred Stock Award.

(f) *Bonus Stock and Awards in Lieu of Obligations*. The Committee is authorized to grant Shares to any Eligible Persons as a bonus, or to grant Shares or other Awards in lieu of obligations to pay cash or deliver other property under the Plan or under other plans or compensatory arrangements, provided that, in the case of Eligible Persons subject to Section 16 of the Exchange Act, the amount of such grants remains within the discretion of the Committee to the extent necessary to ensure that acquisitions of Shares or other Awards are exempt from liability under Section 16(b) of the Exchange Act. Shares or Awards granted hereunder shall be subject to such other terms as shall be determined by the Committee.

(g) *Dividend Equivalents*. The Committee is authorized to grant Dividend Equivalents to any Eligible Person entitling the Eligible Person to receive cash, Shares, other Awards, or other property equal in value to the dividends paid with respect to a specified number of Shares, or other periodic payments. Dividend Equivalents may be awarded on a free-standing basis or in connection with another Award. The Committee may provide that Dividend Equivalents shall be paid or distributed when accrued or shall be deemed to have been reinvested in additional Shares, Awards, or other investment vehicles, and subject to such restrictions on transferability and risks of forfeiture, as the Committee may specify. Unless otherwise determined by the Committee at date of grant, any Dividend Equivalents that are granted with respect to any Deferred Stock Award shall be either (A) paid with respect to such Deferred Stock Award at the dividend payment date in cash or in Shares of unrestricted stock having a Fair Market Value equal to the amount of such dividends, or (B) deferred with respect to such Deferred Stock Award and the amount or value thereof automatically deemed reinvested in additional Deferred Stock, other Awards or other investment vehicles, as the Committee shall determine or permit the Participant to elect.

(h) *Performance Awards*. The Committee is authorized to grant Performance Awards to any Eligible Person payable in cash, Shares, or other Awards, on terms and conditions established by the Committee. The performance criteria to be achieved during any Performance Period and the length of the Performance Period shall be determined by the Committee upon the grant of each Performance Award. Except as provided in Section 9 or as may be provided in an Award Agreement, Performance Awards will be distributed only after the end of the relevant Performance Period. The performance goals to be achieved for each Performance Period shall be conclusively determined by the Committee and may be based on any criteria that the Committee, in its sole discretion, shall determine should be used for that purpose. The amount of the Award to be distributed shall be conclusively determined by the Committee. Performance Awards may be paid in a lump sum or in installments following the close of the Performance Period or, in accordance with procedures established by the Committee, on a deferred basis.

(i) *Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant to any Eligible Person such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares, as deemed by the Committee to be consistent with the purposes of the Plan. Other Stock-Based Awards may be granted to Participants either alone or in addition to other Awards granted under the Plan, and such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan. The Committee shall determine the terms and conditions of such Awards. Payment pursuant to an Award granted under this Section 6(i) shall be made at such times, by such methods and in such forms, including, without limitation, cash, Shares, other Awards or other property, as the Committee shall determine.

7. *Certain Provisions Applicable to Awards*.

(a) *Stand-Alone, Additional, Tandem and Substitute Awards*. Awards granted under the Plan may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution or exchange for, any other Award or any award granted under another plan of the Company, any Related Entity, or any business entity to be acquired by the Company or a Related Entity, or any other right of a Participant to receive payment from the Company or any Related Entity. Such additional, tandem, and substitute or exchange Awards may be granted at any time. If an Award is granted in substitution or exchange for another Award or award, the Committee shall require the surrender of such other Award or award in consideration for the grant of the new Award. In addition, Awards may be granted in lieu of cash compensation, including in lieu of cash amounts payable under other plans of the Company or any Related Entity, in which the value of Shares subject to the Award is equivalent in value to the cash compensation, or in which the exercise price, grant price or purchase price of the Award in the nature of a right that may be exercised is equal to the Fair Market Value of the underlying Shares minus the value of the cash compensation surrendered. Awards granted pursuant to the preceding sentence shall be designed, awarded and settled in a manner that does not result in additional taxes under Section 409A of the Code.

(b) *Term of Awards.* The term of each Award shall be for such period as may be determined by the Committee; provided that in no event shall the term of any Option or Stock Appreciation Right exceed a period of ten years (or in the case of an Incentive Stock Option such shorter term as may be required under Section 422 of the Code).

(c) *Form and Timing of Payment Under Awards; Deferrals.* Subject to the terms of the Plan and any applicable Award Agreement, payments to be made by the Company or a Related Entity upon the exercise of an Option or other Award or settlement of an Award may be made in such forms as the Committee shall determine, including, without limitation, cash, Shares, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis. Any installment or deferral provided for in the preceding sentence shall, however, be subject to the Company's compliance with the provisions of Section 409A of the Code and other applicable law, rules and regulations adopted by the Securities and Exchange Commission, and all applicable rules of any national securities exchange on which the Company's securities are listed for trading and, if not listed for trading on a national securities exchange, then the rules of the NASDAQ Stock Market. The settlement of any Award may be accelerated, and cash paid in lieu of Shares in connection with such settlement, in the discretion of the Committee or upon occurrence of one or more specified events (in addition to a Change in Control), subject to compliance with the provisions of Section 409A of the Code. Installment or deferred payments may be required by the Committee (subject to Section 10(e) of the Plan, including the consent provisions thereof in the case of any deferral of an outstanding Award not provided for in the original Award Agreement) or permitted at the election of the Participant on terms and conditions established by the Committee. Payments may include, without limitation, provisions for the payment or crediting of a reasonable interest rate on installment or deferred payments or the grant or crediting of Dividend Equivalents or other amounts in respect of installment or deferred payments denominated in Shares.

(d) *Exemptions from Section 16(b) Liability.* It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt from Section 16 pursuant to an applicable exemption (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award Agreement does not comply with the requirements of Rule 16b-3 then applicable to any such transaction, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b).

8. *Successors*. All obligations of the Company under the Plan, with respect to Awards granted hereunder, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

9. *Change in Control.*

(a) *Effect of "Change in Control."* Subject to Section 9(a)(iv), and if and only to the extent provided in the Award Agreement, or to the extent otherwise determined by the Committee, upon the occurrence of a "Change in Control," as defined in Section 9(b):

(i) Any Option or Stock Appreciation Right that was not previously vested and exercisable as of the time of the Change in Control, shall become immediately vested and exercisable, subject to applicable restrictions set forth in Section 10(a) hereof.

(ii) Any restrictions, deferral of settlement, and forfeiture conditions applicable to a Restricted Stock Award, Restricted Stock Unit Award, Deferred Stock Award or an Other Stock-Based Award subject only to future service requirements granted under the Plan shall lapse and such Awards shall be deemed fully vested as of the time of the Change in Control, except to the extent of any waiver by the Participant and subject to applicable restrictions set forth in Section 10(a) hereof.

(iii) With respect to any outstanding Award subject to achievement of performance goals and conditions under the Plan, the Committee may, in its discretion, deem such performance goals and conditions as having been met as of the date of the Change in Control.

(iv) Notwithstanding the foregoing, if in the event of a Change in Control the successor company assumes or substitutes for an Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Deferred Stock Award or Other Stock-Based Award, then each outstanding Option, Stock Appreciation Right, Restricted Stock Award, Deferred Stock Award or Other Stock-Based Award shall not be accelerated as described in Sections 9(a)(i), (ii) and (iii). For the purposes of this Section 9(a)(iv), an Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Deferred Stock Award or Other Stock-Based Award shall be considered assumed or substituted for if following the Change in Control the award confers the right to purchase or receive, for each Share subject to the Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Deferred Stock Award or Other Stock-Based Award immediately prior to the Change in Control, the consideration (whether stock, cash or other securities or property) received in the transaction constituting a Change in Control by holders of Shares for each Share held on the effective date of such transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the transaction constituting a Change in Control is not solely common stock of the successor company or its parent or subsidiary, the Committee may, with the consent of the successor company or its parent or subsidiary, provide that the consideration to be received upon the exercise or vesting of an Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit Award, Deferred Stock Award or Other Stock-Based Award, for each Share subject thereto, will be solely common stock of the successor company or its parent or subsidiary substantially equal in fair market value to the per share consideration received by holders of Shares in the transaction constituting a Change in Control. The determination of such substantial equality of value of consideration shall be made by the Committee in its sole discretion and its determination shall be conclusive and binding.

(b) *Definition of "Change in Control."* Unless otherwise specified in an Award Agreement, a "Change in Control" shall mean the occurrence of any of the following:

(i) The acquisition by any Person of Beneficial Ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than fifty percent (50%) of either (A) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities) (the foregoing Beneficial Ownership hereinafter being referred to as a "Controlling Interest"); provided, however, that for purposes of this Section 9(b), the following acquisitions shall not constitute or result in a Change of Control: (v) any acquisition directly from the Company; (w) any acquisition by the Company; (x) any acquisition by any Person that as of the Effective Date owns Beneficial Ownership of a Controlling Interest; (y) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; or (z) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) below; or

(ii) During any period of two (2) consecutive years (not including any period prior to the Effective Date) individuals who constitute the Board on the Effective Date (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its Subsidiaries (each a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the Beneficial Owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than fifty percent (50%) of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination or any Person that as of the Effective Date owns Beneficial Ownership of a Controlling Interest) beneficially owns, directly or indirectly, fifty percent (50%) or more of the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (C) at least a majority of the members of the Board of Directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv) Approval by the shareholders of the Company of a plan of complete liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A of the Code, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the transaction or event described in subsection (i) (ii), (iii) or (iv) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

10. *General Provisions*.

(a) *Compliance With Legal and Other Requirements.* The Company may, to the extent deemed necessary or advisable by the Committee, postpone the issuance or delivery of Shares or payment of other benefits under any Award until completion of such registration or qualification of such Shares or other required action under any federal or state law, rule or regulation, listing or other required action with respect to any stock exchange or automated quotation system upon which the Shares or other Company securities are listed or quoted, or compliance with any other obligation of the Company, as the Committee, may consider appropriate, and may require any Participant to make such representations, furnish such information and comply with or be subject to such other conditions as it may consider appropriate in connection with the issuance or delivery of Shares or payment of other benefits in compliance with applicable laws, rules, and regulations, listing requirements, or other obligations.

(b) *Limits on Transferability; Beneficiaries*. No Award or other right or interest granted under the Plan shall be pledged, hypothecated or otherwise encumbered or subject to any lien, obligation or liability of such Participant to any party, or assigned or transferred by such Participant otherwise than by will or the laws of descent and distribution or to a Beneficiary upon the death of a Participant, and such Awards or rights that may be exercisable shall be exercised during the lifetime of the Participant only by the Participant or his or her guardian or legal representative, except that Awards and other rights (other than Incentive Stock Options and Stock Appreciation Rights in tandem therewith) may be transferred to one or more Beneficiaries or other transferees during the lifetime of the Participant, and may be exercised by such transferees in accordance with the terms of such Award, but only if and to the extent such transfers are permitted by the Committee pursuant to the express terms of an Award Agreement (subject to any terms and conditions which the Committee may impose thereon). A Beneficiary, transferee, or other person claiming any rights under the Plan from or through any Participant shall be subject to all terms and conditions of the Plan and any Award Agreement applicable to such Participant, except as otherwise determined by the Committee, and to any additional terms and conditions deemed necessary or appropriate by the Committee.

(c) *Adjustments*.

(i) *Adjustments to Awards*. In the event that any extraordinary dividend or other distribution (whether in the form of cash, Shares, or other property), recapitalization, forward or reverse split, reorganization, merger, consolidation, spin-off, combination, repurchase, share exchange, liquidation, dissolution or other similar corporate transaction or event affects the Shares and/or such other securities of the Company or any other issuer such that a substitution, exchange, or adjustment is determined by the Committee to be appropriate, then the Committee shall, in such manner as it may deem equitable, substitute, exchange or adjust any or all of (A) the number and kind of Shares which may be delivered in connection with Awards granted thereafter, (B) the number and kind of Shares subject to or deliverable in respect of outstanding Awards, (C) the exercise price, grant price or purchase price relating to any Award and/or make provision for payment of cash or other property in respect of any outstanding Award, and (D) any other aspect of any Award that the Committee determines to be appropriate.

(ii) *Adjustments in Case of Certain Corporate Transactions.* In the event of any merger, consolidation or other reorganization in which the Company does not survive, or in the event of any Change in Control, any outstanding Awards may be dealt with in accordance with any of the following approaches, as determined by the agreement effectuating the transaction or, if and to the extent not so determined, as determined by the Committee: (a) the continuation of the outstanding Awards by the Company, if the Company is a surviving corporation, (b) the assumption or substitution for, as those terms are defined in Section 9(b)(iv) hereof, the outstanding Awards by the surviving corporation or its parent or subsidiary, (c) full exercisability or vesting and accelerated expiration of the outstanding Awards, or (d) settlement of the value of the outstanding Awards in cash or cash equivalents or other property followed by cancellation of such Awards (which value, in the case of Options or Stock Appreciation Rights, shall be measured by the amount, if any, by which the Fair Market Value of a Share exceeds the exercise or grant price of the Option or Stock Appreciation Right as of the effective date of the transaction). The Committee shall give written notice of any proposed transaction referred to in this Section 10(c)(ii) a reasonable period of time prior to the closing date for such transaction (which notice may be given either before or after the approval of such transaction), in order that Participants may have a reasonable period of time prior to the closing date of such transaction within which to exercise any Awards that are then exercisable (including any Awards that may become exercisable upon the closing date of such transaction). A Participant may condition his exercise of any Awards upon the consummation of the transaction.

(iii) *Other Adjustments*. The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards (including Performance Awards, or performance goals relating thereto) in recognition of unusual or nonrecurring events (including, without limitation, acquisitions and dispositions of businesses and assets) affecting the Company, any Related Entity or any business unit, or the financial statements of the Company or any Related Entity, or in response to changes in applicable laws, regulations, accounting principles, tax rates and regulations or business conditions or in view of the Committee's assessment of the business strategy of the Company, any Related Entity or business unit thereof, performance of comparable organizations, economic and business conditions, personal performance of a Participant, and any other circumstances deemed relevant.

(d) *Taxes*. The Company and any Related Entity are authorized to withhold from any Award granted any payment relating to an Award under the Plan, including from a distribution of Shares, or any payroll or other payment to a Participant, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company or any Related Entity and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Shares or other property and to make cash payments in respect thereof in satisfaction of a Participant's tax obligations, either on a mandatory or elective basis in the discretion of the Committee. The withholding of taxes is intended to comply with the requirements of Rule 10b5-1(c)(1)(i)(B) of the Exchange Act to the extent permitted by law.

(e) *Changes to the Plan and Awards*. The Board may amend, alter, suspend, discontinue or terminate the Plan, or the Committee's authority to grant Awards under the Plan, without the consent of shareholders or Participants, except that any amendment or alteration to the Plan shall be subject to the approval of the Company's shareholders not later than the annual meeting next following such Board action if such shareholder approval is required by any federal or state law or regulation (including, without limitation, Rule 16b-3 or Section 422 of the Code) or the rules of any stock exchange or automated quotation system on which the Shares may then be listed or quoted), and the Board may otherwise, in its discretion, determine to submit other such changes to the Plan to shareholders for approval; provided that, without the consent of an affected Participant, no such Board action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award. The Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award theretofore granted and any Award Agreement relating thereto, except as otherwise provided in the Plan; provided that, without the consent of an affected Participant, no such Committee or the Board action may materially and adversely affect the rights of such Participant under such Award.

(f) *Limitation on Rights Conferred Under Plan.* Neither the Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or a Related Entity; (ii) interfering in any way with the right of the Company or a Related Entity to terminate any Eligible Person's or Participant's Continuous Service at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under the Plan or to be treated uniformly with other Participants and Employees, or (iv) conferring on a Participant any of the rights of a shareholder of the Company unless and until the Participant is duly issued or transferred Shares in accordance with the terms of an Award.

(g) *Unfunded Status of Awards; Creation of Trusts*. The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation. With respect to any payments not yet made to a Participant or obligation to deliver Shares pursuant to an Award, nothing contained in the Plan or any Award shall give any such Participant any rights that are greater than those of a general creditor of the Company; provided that the Committee may authorize the creation of trusts and deposit therein cash, Shares, other Awards or other property, or make other arrangements to meet the Company's obligations under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee otherwise determines with the consent of each affected Participant. The trustee of such trusts may be authorized to dispose of trust assets and reinvest the proceeds in alternative investments, subject to such terms and conditions as the Committee may specify and in accordance with applicable law.

(h) *Code Section 409A.* It is intended that all Awards issued under the Plan be in a form and administered in a manner that will comply with the requirements of Section 409A of the Code, or the requirements of an exception to Section 409A of the Code, and the Award Agreement and this Plan will be construed and administered in a manner that is consistent with and gives effect to such intent. The Committee is authorized to adopt rules or regulations deemed necessary or appropriate to qualify for an exception from or to comply with the requirements of Section 409A of the Code. With respect to an Award that constitutes a deferral of compensation subject to Section 409A of the Code: (i) if any amount is payable under such Award upon a termination of service, a termination of service will be treated as having occurred only at such time the Participant has experienced a "separation from service" as such term is defined for purposes of Section 409A of the Code; (ii) if any amount is payable under such Award upon a disability, a disability will be treated as having occurred only at such time the Participant has experienced a "disability" as such term is defined for purposes of Section 409A of the Code; (iii) if any amount is payable under such Award on account of the occurrence of a Change in Control, a Change in Control will be treated as having occurred only at such time a "change in the ownership or effective control of the corporation or in the ownership of a substantial portion of the assets of the corporation" has occurred as such terms are defined for purposes of Section 409A of the Code, (iv) if any amount becomes payable under such Award on account of a Participant's separation from service at such time as the Participant is a "specified employee" within the meaning of Section 409A of the Code, then no payment shall be made, except as permitted under Section 409A of the Code, prior to the first business day after the earlier of (y) the date that is six months after the date of the Participant's separation from service or (z) the Participant's death, (v) any right to receive any installment payments under this Plan shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment, and (vi) no amendment to or payment under such Award will be made except and only to the extent permitted under Section 409A of the Code.

Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

(i) *Nonexclusivity of the Plan.* Neither the adoption of the Plan by the Board nor its submission to the shareholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements as it may deem desirable including incentive arrangements and awards which do not qualify under Section 162(m) of the Code.

(j) *Payments in the Event of Forfeitures; Fractional Shares.* Unless otherwise determined by the Committee, in the event of a forfeiture of an Award with respect to which a Participant paid cash or other consideration, the Participant shall be repaid the amount of such cash or other consideration. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award. The Committee shall determine whether cash, other Awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

(k) *Investment Representations*. The Company shall be under no obligation to issue any Shares covered by any Award unless the Shares to be issued pursuant to Awards granted under the Plan have been effectively registered under the Securities Act of 1933, as amended, or the Participant shall have made such written representations to the Company (upon which the Company believes it may reasonably rely) as the Company may deem necessary or appropriate for purposes of confirming that the issuance of such Shares will be exempt from the registration requirements of that Act and any applicable state securities laws and otherwise in compliance with all applicable laws, rules and regulations, including but not limited to that the Participant is acquiring the Shares for his or her own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution of any such Shares.

(l) *Registration*. If the Company shall deem it necessary or desirable to register under the Securities Act of 1933, as amended, or other applicable statutes any Shares issued or to be issued pursuant to Awards granted under the Plan, or to qualify any such Shares for exemption from the Securities Act of 1933, as amended, or other applicable statutes, then the Company shall take such action at its own expense. The Company may require from each recipient of an Award, or each holder of Shares acquired pursuant to the Plan, such information in writing for use in any registration statement, prospectus, preliminary prospectus or offering circular as is reasonably necessary for that purpose and may require reasonable indemnity to the Company and its officers and directors from that holder against all losses, claims, damage and liabilities arising from use of the information so furnished and caused by any untrue statement of any material fact therein or caused by the omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made. In addition, the Company may require of any such person that he or she agree that, without the prior written consent of the Company or the managing underwriter in any public offering of Shares, he or she will not sell, make any short sale of, loan, grant any option for the purchase of, pledge or otherwise encumber, or otherwise dispose of, any Shares during the 180 day period commencing on the effective date of the registration statement relating to the underwritten public offering of securities. Without limiting the generality of the foregoing provisions of this Section 10(l), if in connection with any underwritten public offering of securities of the Company the managing underwriter of such offering requires that the Company's directors and officers enter into a lock-up agreement containing provisions that are more restrictive than the provisions set forth in the preceding sentence, then (a) each holder of Shares acquired pursuant to the Plan (regardless of whether such person has complied or complies with the provisions of clause (b) below) shall be bound by, and shall be deemed to have agreed to, the same lock-up terms as those to which the Company's directors and officers are required to adhere; and (b) at the request of the Company or such managing underwriter, each such person shall execute and deliver a lock-up agreement in form and substance equivalent to that which is required to be executed by the Company's directors and officers.

(m) *Placement of Legends; Stop Orders; etc.* Each Share to be issued pursuant to Awards granted under the Plan may bear a reference to the investment representation made in accordance with Section 10(k) in addition to any other applicable restriction under the Plan, the terms of the Award and to the fact that no registration statement has been filed with the Securities and Exchange Commission in respect to such Share. All Shares or other securities delivered under the Plan shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Share is then listed, and any applicable federal or state securities law, and the Committee may cause a legend or legends to be put on any certificates or recorded in connection with book-entry accounts representing the shares to make appropriate reference to such restrictions.

(n) *Uncertificated Shares*. To the extent that the Plan provides for issuance of certificates to reflect the transfer of Shares, the transfer of such Shares may be effected on a noncertificated basis, to the extent not prohibited by applicable law.

(o) *Governing Law*. The validity, construction and effect of the Plan, any rules and regulations under the Plan, and any Award Agreement shall be determined in accordance with the laws of the State of Nevada without giving effect to principles of conflict of laws, and applicable federal law.

(p) *Elections and Notices*. Notwithstanding anything to the contrary contained in this Plan, all elections and notices of every kind shall be made on forms prepared by the Company or the General Counsel, Secretary or Assistant Secretary, or their respective delegates or shall be made in such other manner as permitted or required by the Company or the General Counsel, Secretary or Assistant Secretary, or their respective delegates, including but not limited to elections or notices through electronic means, over the Internet or otherwise. An election shall be deemed made when received by the Company (or its designated agent, but only in cases where the designated agent has been appointed for the purpose of receiving such election), which may waive any defects in form. The Company may limit the time an election may be made in advance of any deadline.

Where any notice or filing required or permitted to be given to the Company under the Plan, it shall be delivered to the principal office of the Company, directed to the attention of the General Counsel of the Company or his or her successor. Such notice shall be deemed given on the date of delivery.

Notice to the Participant shall be deemed given when mailed (or sent by telecopy) to the Participant's work or home address as shown on the records of the Company or, at the option of the Company, to the Participant's e-mail address as shown on the records of the Company.

It is the Participant's responsibility to ensure that the Participant's addresses are kept up to date on the records of the Company. In the case of notices affecting multiple Participants, the notices may be given by general distribution at the Participants' work locations.

(q) *Non-U.*S. Laws. The Committee shall have the authority to adopt such modifications, procedures, and subplans as may be necessary or desirable to comply with provisions of the laws of foreign countries in which the Company or its Subsidiaries may operate to assure the viability of the benefits from Awards granted to Participants performing services in such countries and to meet the objectives of the Plan.

(r) *Venue.* The Company and the Participant to whom an award under this Plan is granted, for themselves and their successors and assigns, irrevocably submit to the exclusive and sole jurisdiction and venue of the state or federal courts of Florida with respect to any and all disputes arising out of or relating to this Plan, the subject matter of this Plan or any awards under this Plan, including but not limited to any disputes arising out of or relating to the interpretation and enforceability of any awards or the terms and conditions of this Plan. To achieve certainty regarding the appropriate forum in which to prosecute and defend actions arising out of or relating to this Plan, and to ensure consistency in application and interpretation of the Governing Law to the Plan, the parties agree that (a) sole and exclusive appropriate venue for any such action shall be an appropriate federal or state court in Florida, and no other, (b) all claims with respect to any such action shall be heard and determined exclusively in such Florida court, and no other, (c) such Florida court shall have sole and exclusive jurisdiction over the person of such parties and over the subject matter of any dispute relating hereto and (d) that the parties waive any and all objections and defenses to bringing any such action before such Florida court, including but not limited to those relating to lack of personal jurisdiction, improper venue or forum non conveniens.

(s) *Plan Effective Date and Shareholder Approval; Termination of Plan.* The Plan shall become effective on August 1, 2020 ("Effective Date"), subject to subsequent approval, within 12 months of its adoption by the Board, by shareholders of the Company eligible to vote in the election of directors, by a vote sufficient to meet the requirements of Section 422 of the Code, Rule 16b-3 under the Exchange Act (if applicable), applicable requirements under the rules of any stock exchange or automated quotation system on which the Shares may be listed or quoted, and other laws, regulations, and obligations of the Company applicable to the Plan. Awards may be granted subject to shareholder approval, but may not be exercised or otherwise settled in the event the shareholder approval is not obtained. The Plan shall terminate at the earliest of (a) such time as no Shares remain available for issuance under the Plan, (b) termination of this Plan by the Board, or (c) the tenth anniversary of the Effective Date. Awards outstanding upon expiration of the Plan shall remain in effect until they have been exercised or terminated, or have expired.

Adopted on August 1, 2020

Exhibit 10.7

Employment Agreement between EzFill Holdings Inc. and Richard Dery

This Employment Agreement is made between EzFill Holdings, Inc and Richard Dery and supersedes all previous agreements and understandings with respect to such employment relationship. As Chief Commercial Officer, you will be reporting to Michael McConnell, CEO and you will be based in Naples, FL.

Base Salary. Your initial annual base salary will be $275,000, less applicable taxes, deductions, and withholdings, and subject to annual review ("Base Salary"). Your salary will be reviewed annually and will automatically increase a minimum of 5% on each anniversary of your Employment Start Date.

Signing Bonus. You have received a signing bonus of $100,000 worth of the Company's common stock (the "**Signing Shares**"). The amount of Signing Shares which you received was based on a share price of $1.00 per share. The Signing Shares will fully vest upon completion of the Company's initial public offering and listing on a US public Exchange. You will receive a cash payment upon vesting to cover expected ordinary income tax charges at the highest individual personal income tax rate ("Gross Up").

Annual Performance Cash Bonus. Upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every calendar year, you will be eligible for a target annual cash bonus of 45% of your Base Salary, as adjusted from time to time. Your KPI's will be set by the mutual agreement of the Board of Directors (or a committee thereof) and yourself within two months of your Employment Start Date and within two months of the beginning of each year thereafter (the "Cash Performance Bonus"). To qualify for the Cash Performance Bonus, you must meet all of part of the KPI's. A partial cash bonus will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a cash bonus.

Equity Awards. As a "C" level executive of the Company, you will be entitled to receive equity awards under the Company's Incentive Plan, (the "Incentive Plan"). The aggregate annual award value under the Incentive Plan will be equal to a target of 50% of your Base Salary, as adjusted from time to time, (the "Grant"). A partial Grant will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a Grant. Fifty percent (50%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining Fifty percent (50%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"). The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted. The RCS grant will include a Gross Up cash payment upon vesting. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) to the extent you satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting.

Benefits. You are eligible to participate in all of the Company's benefit plans, at no cost to you.

Business Expense & Travel Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 200 hours, or twenty (25) days (based upon an eight-hour workday), per year.

Term and Termination. The initial term shall be three years commencing on April 16, 2021 (the "**Term**"). On the third anniversary, your employment will be renewed automatically for additional one-year terms, unless the Company provides you with a notice of non-renewal at least 30 days prior to the end of the Term.

Termination by the Company for Cause. You may be terminated by the Company immediately and without notice for "Cause." "Cause" shall mean: (i) your willful material misconduct; or (ii) your willful failure to materially perform your responsibilities to the Company. "Cause" shall be determined by the Company's Board of Directors after conducting a meeting where you can be heard on the topic.

Termination Without Cause or for Good Reason (including following Change in Control): The Company may terminate your employment without Cause not earlier than 3 months following your Employment Start Date. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 12 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 12 months from the end of the month in which you are terminated or eligibility for benefits with another employer. You will also be entitled to your pro-rata target bonus for the year in which your termination occurs as well as any earned bonus for the prior year not yet paid. In addition, any unvested equity awards shall vest in full. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company's executive office.

Voluntary Termination: In the event of voluntary resignation on your part, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested).

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a "Disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment. In the event your employment is terminated due to death or Disability, you (or your estate in case of death) shall be eligible to receive the separation benefits (in lieu of any severance payments): all unpaid Base Salary amounts and any earned and unpaid bonus, and all fully vested equity awards.

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

Non-competition. You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company,

including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

Richard Dery

/s/ Richard Dery

Date: 04/19/21

EzFill Holdings, Inc

/s/ Michael J. McConnell

By:
Name: Michael J. McConnell
Title: CEO

Date: 04/19/21

Exhibit 10.8

PROMISSORY NOTE

$1,000,000.00 November 24, 2020

FOR VALUE RECEIVED, **EZFILL HOLDINGS, INC.**, a Delaware corporation having an address of 2125 Biscayne Blvd, #309, Miami, Florida 33137 (the "**Borrower**"), hereby promises to pay to the order of, Yazoma Holdings, LLC a Illinois limited liability company having an address of 4331 Enfield Ave., Skokie, IL. 60076 (the "**Lender**"), at Lender's offices, or such other place as Lender shall designate in writing from time to time, the principal sum of One Million and 00/100 Dollars ($1,000,000.00) (the "**Loan**"), in US Dollars, together with interest thereon as hereinafter provided.

1. **INTEREST RATE**. The unpaid principal balance of this Promissory Note (the "**Note**") from day to day outstanding shall bear a fixed rate of interest equal to 1% per month. All interest will accrue until the Maturity Date.

2. **PAYMENT OF PRINCIPAL AND INTEREST** . Unless this Note is otherwise accelerated, or extended in accordance with the terms and conditions hereof, the entire outstanding principal balance of this Note plus all accrued interest shall be due and payable in full on April 21st 2021 (the "**Maturity Date**").

3. **EXTENSION**. At Borrower's discretion, the Maturity Date of this note may be extended for an additional seven (7) one month terms (each an "**Extension")**. The Extensions will bear interest at a fixed rate of 1% per month. Before the first Extension, Borrower agrees to pay all interest which accrued through the original Maturity Date. Interest accruing on the Extensions will be paid each month prior to the next Extension.

4. **DEFAULT RATE**. Following the Maturity Date, if Borrower does not extend the Note, or if Borrower extends following the last Extension, the Loan will begin to accrue interest at 2% per month (the "**Default Rate**").

5. **SHARE ISSUANCE**. As added consideration to induce Lender to enter into this transaction, within five (5) business days of the date the Loan funds are received by Borrower, Borrower will issue to Lender 100,000 shares of its restricted common stock (the "**Initial Term Shares**"). Additionally, for each Extension Borrower extends the Maturity Date, Borrower will issue to Lender 10,000 shares of its restricted common stock (the "**Extension Shares**" and together with the Initial Term Shares, the "**Shares**"). Borrower expressly acknowledges that the Initial Term Shares and the Extension Shares shall not be treated as interest on the Loan and Borrower expressly waives and releases Lender from any claims that may be brought under applicable usury laws should the law require the Shares be treated as interest.

6. **APPLICATION OF PAYMENTS** . Except as otherwise specified herein, each payment or prepayment, if any, made under this Note shall be applied to pay late charges, accrued and unpaid interest, principal, , and any other fees, costs and expenses which Borrower is obligated to pay under this Note.

7. **TENDER OF PAYMENT**. Payment on this Note is payable on or before 5:00 p.m. on the due date thereof, at the office of Lender specified above and shall be credited on the date the funds become available, in Lender's account, in lawful money of the United States.

8. **SECURITIES REPRESENTATIONS.** The Lender hereby confirms that the Shares to be received by Lender hereunder (subject to the terms and conditions herein) will be for investment for Lender's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof (other than pursuant to an effective registration statement or an available exemption therefrom), and that Lender has no present intention of selling, granting any participation in, or otherwise distributing the same (other than pursuant to an effective registration statement or an available exemption therefrom). Lender further represents that Lender does not presently 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 any of such securities. Lender understands that the Shares to be acquired, subject to the terms and conditions herein, have not been, and until registered, will not be, registered under the Securities Act of 1933, as amended (the "**Securities Act**") , by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Lender's representations as expressed herein. Lender understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Lender must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Lender acknowledges that Company has no obligation to register or qualify the securities for resale. Lender understands that the Shares may, be notated with a customary Securities Act legend. Lender represents that it is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

9. **ACKNOWLEDGMENT OF RESTRICTED SECURITIES**. Lender has read and understands the following:

> THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM OR THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL

9. **REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender as follows:

9.1 **Execution of Loan Documents.** This Note has been duly executed and delivered by Borrower. Execution, delivery and performance of this Note will not: (i) violate any contracts previously entered into by Borrower, provision of law, order of any court, agency or other instrumentality of government, or any provision of any indenture, agreement or other instrument to which he is a party or by which he is bound; (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature; and (iii) require any authorization, consent, approval, license, exemption of, or filing or registration with, any court or governmental authority.

9.2 **Obligations of Borrower.** This Note is a legal, valid and binding obligation of Borrower, enforceable against him in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights generally. Borrower is obtaining the Loan for personal investment purposes.

9.3 **Use of Funds**. Borrower represents that the Loan proceeds shall only be used for the purposes of funding: (i) Borrower's current operations (G&A expenses); (ii) the expansion of Borrower's operations into new markets; and (iii) upgrading Borrowers technology.

9.4 **Litigation.** There is no action, suit or proceeding at law or in equity or by or before any governmental authority, agency or other instrumentality now pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any of its properties or rights which, if adversely determined, would materially impair or affect: (i) Borrower's right to carry on its business substantially as now conducted (and as now contemplated); (ii) its financial condition; or (iii) its capacity to consummate and perform its obligations under this Note.

9.5 **No Defaults.** Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained herein or in any material agreement or instrument to which he is a party or by which he is bound.

9.6 **No Untrue Statements.** No document, certificate or statement furnished to Lender by or on behalf of Borrower contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading. Borrower acknowledges that all such statements, representations and warranties shall be deemed to have been relied upon by Lender as an inducement to make the Loan to Borrower.

9.7 **Documentary and Intangible Taxes**. Borrower shall be liable for all documentary stamp and intangible taxes assessed at the closing of the Loan or from time to time during the life of the Loan.

10. **EVENTS OF DEFAULT**. Each of the following shall constitute an event of default hereunder (an **"Event of Default"**): (a) the failure of Borrower to pay any amount of principal or interest hereunder with three (3) business days from when it becomes due and payable; or (b) the occurrence of any other default in any material term, covenant or condition hereunder, and the continuance of such breach for a period of ten (10) days after written notice thereof shall have been given to Borrower. Borrower shall promptly notify Lender of the occurrence of any default, Event of Default, adverse litigation or material adverse change in its financial condition.

11. **REMEDIES**. If an Event of Default exists, Lender may exercise any right, power or remedy permitted by law or as set forth herein, including, without limitation, the right to declare the entire unpaid principal amount hereof and all interest accrued hereon, to be, and such principal, interest and other sums shall thereupon become, immediately due and payable.

12. **MISCELLANEOUS**.

12.1 **Disclosure of Financial Information**. Lender is hereby authorized to disclose any financial or other information about Borrower to any regulatory body or agency having jurisdiction over Lender and to any present, future or prospective participant or successor in interest in any loan or other financial accommodation made by Lender to Borrower, so long as there is a mandatory requirement to provide such disclosure. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Borrower.

12.2 **Integration**. This Note constitutes the sole agreement of the parties with respect to the transaction contemplated hereby and supersede all oral negotiations and prior writings with respect thereto.

12.3 **Borrower's Obligations Absolute**. The obligations of Borrower under this Note shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation:

12.3.1 any renewal, extension, amendment or modification of, or addition or supplement to or deletion from, this Note, or any other instrument or agreement referred to therein, or any assignment or transfer of any thereof;

12.3.2 any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such agreement or instrument or this Note;

12.3.3 any furnishing of any additional security to the Borrower or its assignee or any acceptance thereof or any release of any security by the Lender or its assignee; or

12.3.4 any limitation on any party's liability or obligations under any such instrument or agreement or any invalidity or unenforceability, in whole or in part, of any such instrument or agreement or any term thereof.

12.4 **No Implied Waiver**. Lender shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy in a subsequent event. After any acceleration of, or the entry of any judgment on, this Note, the acceptance by Lender of any payments by or on behalf of Borrower on account of the indebtedness evidenced by this Note shall not cure or be deemed to cure any Event of Default or reinstate or be deemed to reinstate the terms of this Note absent an express written agreement duly executed by Lender and Borrower.

12.5 **No Usurious Amounts**. Notwithstanding anything herein to the contrary, it is the intent of the parties that Borrower shall not be obligated to pay interest hereunder at a rate which is in excess of the maximum rate permitted by law (the "**Maximum Rate**"). If by the terms of this Note, Borrower is at any time required to pay interest at a rate in excess of the Maximum Rate, the rate of interest under this Note shall be deemed to be immediately reduced to the Maximum Rate and the portion of all prior interest payments in excess of the Maximum Rate shall be applied to and shall be deemed to have been payments in reduction of the outstanding principal balance, unless Borrower shall notify Lender, in writing, that Borrower elects to have such excess sum returned to it forthwith. Borrower agrees that in determining whether or not any interest payable under this Note exceeds the Maximum Rate, any non-principal payment, including, without limitation, late charges, shall be deemed to the extent permitted by law to be an expense, fee or premium rather than interest.

12.6 **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Note shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be automatically added hereto a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

12.7 **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Note shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Note cannot be assigned by Borrower without the prior written consent of Lender, and any such assignment or attempted assignment by Borrower shall be void and of no effect with respect to Lender.

12.8 **Modifications**. This Note may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

12.9 **Sales or Participations**. Lender may, from time to time, sell or assign, in whole or in part, or grant participations in, the Loan, this Note and/or the obligations evidenced thereby. The holder of any such sale, assignment or participation, if the applicable agreement between Lender and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Lender; and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Borrower, in each case as fully as though Borrower were directly indebted to such holder. Lender may in its discretion give notice to Borrower of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Lender's or such holder's rights hereunder.

12.10 **Jurisdiction; etc.** Borrower hereby consents that any action or proceeding against him be commenced and maintained in any court in Illinois; and Borrower agrees that the courts in Illinois shall have jurisdiction with respect to the subject matter hereof and the person of Borrower. Borrower agrees not to assert any defense to any action or proceeding initiated by Lender based upon improper venue or inconvenient forum.

12.11 **Notices**. All notices from the Borrower to Lender and Lender to Borrower required or permitted by an provision of this Note shall be in writing and sent by registered or certified mail or nationally recognized overnight delivery service and addressed as follows:

TO BORROWER: EzFill Holdings, Inc.
2125 Biscayne Blvd #309
Miami Beach, Florida 33137
Attn: Legal Dep't

TO LENDER:

Attn:

Notice given as hereinabove provided shall be deemed given on the date of its deposit in the United States Mail and, unless sooner actually received, shall be deemed received by the party to whom it is address on the third (3rd) calendar day following the date on which said notice is deposited in the mail, or if a courier system is used, on the date of delivery of the notice. The parties may add, deleted, or alter any address to which notice is to be provided by providing written notice of such change pursuant to the terms of this section.

12.12 **Governing Law**. This Note shall be governed by and construed in accordance with the substantive laws of the State of Illinois without regard to conflict of laws principles.

12.13 **Waiver of Jury Trial**. **BORROWER AND LENDER AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR BORROWER, ON OR WITH RESPECT TO THIS NOTE OR ANY OTHER LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDER AND BORROWER EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, BORROWER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE AND THAT LENDER WOULD NOT EXTEND CREDIT TO BORROWER IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS NOTE.**

[Signature Page to Follow]

Borrower, intending to be legally bound, has duly executed and delivered this Note as of the day and year first above written.

WITNESSES

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

BORROWER:
EzFill Holdings, Inc.

By: _____
Name:
Title:

STATE OF FLORIDA }
} ss.:
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of November, 2020, by _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
Printed Notary Name

Exhibit 10.9

Employment Agreement between EzFill Holdings Inc. and Arthur Levine

This Employment Agreement is made between EzFill Holdings, Inc and Arthur Levine and supersedes all previous agreements and understandings with respect to such employment relationship. As Chief Financial Officer, you will be reporting to Michael McConnell, CEO and you will be based in Miami and working in the Miami office and remotely.

Base Salary. Your initial annual base salary will be $225,000, less applicable taxes, deductions, and withholdings, and subject to annual review ("Base Salary"). Your salary will be reviewed annually and will automatically increase a minimum of 5% on each anniversary of your Employment Start Date.

Signing Bonus. You have received a signing bonus of $100,000 worth of the Company's common stock (the '**Signing Shares**"). The amount of Signing Shares which you received was based on a share price of $1.00 per share. The Signing Shares will fully vest upon completion of the Company's initial public offering and listing on a US public Exchange. You will receive a cash payment upon vesting to cover expected ordinary income tax charges at the highest individual personal income tax rate ("Gross Up").

Annual Performance Cash Bonus. Upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every calendar year, you will be eligible for a target annual cash bonus of 40% of your Base Salary, as adjusted from time to time. Your KPI's will be set by the mutual agreement of the Board of Directors (or a committee thereof) and yourself within two months of your Employment Start Date and within two months of the beginning of each year thereafter (the "Cash Performance Bonus"). To qualify for the Cash Performance Bonus, you must meet all of part of the KPI's. A partial cash bonus will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a cash bonus.

Equity Awards. As a "C" level executive of the Company, you will be entitled to receive equity awards under the Company's Incentive Plan, (the "Incentive Plan"). The aggregate annual award value under the Incentive Plan will be equal to a target of 50% of your Base Salary, as adjusted from time to time, (the "Grant"). A partial Grant will be possible if some but not all KPI's are achieved or other achievements outside of the KPI's are deemed to justify a Grant. Twenty-Five percent (25%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining Seventy-Five percent (75%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"). The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted. The RCS grant will include a Gross Up cash payment upon vesting. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) to the extent you satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting.

Benefits. You are eligible to participate in all of the Company's benefit plans, at no cost to you.

Business Expense & Travel Reimbursement. Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 200 hours, or twenty (25) days (based upon an eight-hour workday), per year.

Term and Termination. The initial term shall be three years commencing on April 16, 2021 (the "**Term**"). On the third anniversary, your employment will be renewed automatically for additional one-year terms, unless the Company provides you with a notice of non-renewal at least 30 days prior to the end of the Term.

Termination by the Company for Cause. You may be terminated by the Company immediately and without notice for "Cause." "Cause" shall mean: (i) your willful material misconduct; or (ii) your willful failure to materially perform your responsibilities to the Company. "Cause" shall be determined by the Company's Board of Directors after conducting a meeting where you can be heard on the topic.

Termination Without Cause or for Good Reason (including following Change in Control): The Company may terminate your employment without Cause not earlier than 3 months following your Employment Start Date. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 12 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 12 months from the end of the month in which you are terminated or eligibility for benefits with another employer. You will also be entitled to your pro-rata target bonus for the year in which your termination occurs as well as any earned bonus for the prior year not yet paid. In addition, any unvested equity awards shall vest in full. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company's executive office.

Voluntary Termination: In the event of voluntary resignation on your part, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested).

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a "Disability" within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment. In the event your employment is terminated due to death or Disability, you (or your estate in case of death) shall be eligible to receive the separation benefits (in lieu of any severance payments): all unpaid Base Salary amounts and any earned and unpaid bonus, and all fully vested equity awards.

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys' fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

Non-competition. You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or

business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company, including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

Arthur Levine

/s/ Arthur Levine

Date: 04/19/21

EzFill Holdings, Inc

/s/ Michael J. McConnell

By:
Name: Michael J. McConnell
Title: CEO

Date: 04/19/21

Exhibit 10.10

TECHNOLOGY LICENSE AGREEMENT
WITH OPTION TO PURCHASE

THIS LICENSE AGREEMENT ("Agreement") dated for reference the 7th day of April 2021,

BETWEEN:

FUEL BUTLER, LLC
381 S. Gulfwood Avenue
Carneys Point, NJ 08069

(the "**Licensor**"**)**
a New York Limited Liability Company with principal offices in New Jersey

AND:

EZFILL HOLDINGS, INC.
2125 BISCAYNE BLVD
MIAMI, FL 33137
a Delaware company with principal offices in Florida

(the "**Licensee**"**)**

WITNESSES THAT, WHEREAS:

A. The licensor is the holder of certain "Proprietary Technology" for the use with mobile gas delivery, and

B. The Licensor wishes to grant to the Licensee (i) an exclusive license for the unrestricted use of the Proprietary Technology (as defined in Exhibit A) and (ii) an option to purchase;

NOW THEREFORE, in consideration of the mutual covenants set forth, the parties hereby agree as follows:

ARTICLE 1
Definitions

1.1 The following capitalized terms used in this Agreement have the following meanings:

a. **"Approval"** for purposes of this Agreement means the written approval of the New York City Pilot Program by the authority(ies) having jurisdiction in the five boroughs of New York City, New York and/or the neighboring counties.

b. "**Effective Date**" means the date on which both parties have signed this Agreement.

c. **"New York City Pilot Program"** (also "Pilot Program" or "Pilot") means a trial or test of a retail offering of the Proprietary Technology to consumer residential refueling customers and commercial refueling customers in the five boroughs of New York City, New York and/or the neighboring counties.

d. "**Option to Purchase**" means the Licensee's option to purchase the Licensor or the Licensed Assets as provided in Section 4 of this Agreement.

e. "**Proprietary Information**" includes any data or information regarding (i) the business operations of a party that is not generally known to the public, including but not limited to, information regarding its products and product development, formulas, manufacturing technics, components, suppliers, marketing strategies, finance, operations, customers, sales, and internal performance results; (ii) proprietary software, including but not limited to: concepts, designs, documentation, reports, data, specifications, source code, object code, flow charts, file record layouts, databases, whether or not patentable or copyrightable, (iii) inventions, know-how, show-how and trade secrets and other intellectual property, whether or not patentable or copyrightable; (iv) the terms and conditions of this agreement; and (v) any other information data or other items designated in writing by a party as confidential or proprietary.

f. **"Proprietary Technology**" means a system of transporting and dispensing motor vehicle fuel involving the use of multiple individual fuel containers stored in a commercial truck, each individually removable and portable via a device capable of fueling motor vehicles with the containers.

g. **"Successful Completion"** of the New York City Pilot Program means completing a trial or test retail program in the five boroughs of New York City and/or the neighboring counties that: i) occurs over a set period of time to be agreed by the Parties; ii) meets conditions that the Parties agree to in advance of the Pilot under which the Pilot can be measured for operational and financial viability; and iii) as a result of which New York City and/or the neighboring counties approves the use of the Proprietary Technology to deliver fuel in the five boroughs on a permanent basis.

ARTICLE 2
License

The Licensor grants to the Licensee for the consideration and on the terms and conditions contained in this agreement, an exclusive, irrevocable, non-assignable, non-transferable, and non-sub-licensable license to utilize and/or commercialize the Proprietary Technology in the operation of its business. The Exclusivity of this License shall apply to the Licensor, except that the Licensor may use the Proprietary Technology in the New York City Pilot Program and for any use required for the processing and supporting all activities required for the issuance of a US Patent.

ARTICLE 3
Consideration

3.1 Licensee will issue to Licensor up to 5,700,000 shares of its common stock (the "**Shares**") to the Licensor for the purchase from the Licensor of the exclusive license rights

to the Proprietary Technology in accordance with the terms and conditions of this Agreement and as detailed in Article 3.2 below.

3.2 The common stock shall be distributed to the Licensor as follows:

1) 1,000,000 shares as of the effective date of this Agreement;

2) 1,500,000 shares upon the Approval and Successful Completion of the New York City Pilot Program, as defined herein;

3) 1,250,000 shares upon the filing of an application for a patent with the United States Patent Office (USPTO) for the Proprietary Technology (the "Application Shares").

3.1 In the event the Patent applied for, for the Proprietary Technology, is denied by the USPTO, or abandoned by Licensor, for any reason, Licensor shall be required to pay a purchase price of $1.25 per share for the Application Shares.

4) 1,250,000 shares upon the issuance of a patent by the USPTO for the Proprietary Technology.

5) 700,000 shares upon the completion of the Licensee's initial public offering on a US Securities exchange such as NASDAQ or the NYSE (the "IPO")

ARTICLE 4
Option to Purchase

The Licensee shall have the following options to purchase:

1) **Option A:** Upon (i) successful completion of the Pilot Program, and (iii) completion of Licensee's IPO, Licensee shall have the option to purchase the Proprietary Technology, including all assets, intellectual property rights, derivative technology, and other rights pertaining to or arising from the Proprietary Technology for a purchase price of 4,000,000 shares of licensee's common stock. Such option will expire upon the fourth anniversary of when such option becomes exercisable.

2) **Option B:** Upon (i) successful completion of the Pilot Program, and (iii) the completion of Licensee's IPO, Licensee shall have the option to purchase the Licensor company, including all of its intellectual property, for a purchase price of 4,000,000 shares of licensee's common stock. Such option will expire upon the fourth anniversary of when such option becomes exercisable.

3) Until Licensee exercises one of the Options set forth in this Article 4, or the Options expire, the Parties will share the Net Revenues produced by the Proprietary Technology in New York, 50-50. For the purposes of this Agreement, Net Revenues shall be defined as the gross revenues produced by the Propietary Technology, minus all development and operational costs incurred in utilizing the Proprietary Technology for on demand fuel delivery in New York (the "Costs"). With the exception of the patent costs, until the Proprietary Technology is producing revenues the Parties will split the Costs 50-50. The Parties agree to collaborate, mutually report to each other, and to mutually share financial and operating data needed in order to determine the costs, revenues and other financial or operational thresholds necessary to effectuate the obligations of this Article. While the Parties hereby agree to collaborate, report and share such information in good faith, each Party grants to the other a right to audit and inspect, upon reasonable notice and at a reasonable time and place, the books and records of the other to the extent necessary to determine and fulfill the obligations undertaken in this Article.

4) In the event that the exercisable date is later than the term of this Agreement the term shall be extended to the exercisable date.

5) In the event that this Agreement is terminated in accordance with Article 8 of this Agreement this Option to Purchase shall be null and void.

ARTICLE 5
Term

This Agreement will commence on the Effective Date and will continue in full force and effect for a period of five years ("**Term**") unless earlier terminated as provided below in Article 8 or extended in Article 4.

ARTICLE 6
Proprietary Rights and Confidentiality

6.1 Ownership and Protection. Each party agrees that it has no interest in or right to use the Proprietary Information of the other except in accordance with the terms of this Agreement. All rights, title and interest in and to the original and all copies of, in any and all forms, the Proprietary Technology, and all parts thereof, whether made by the Licensor or the Licensee, belong to the Licensor. Each party acknowledges that it may disclose Proprietary Information to the other in the performance of this agreement. The party receiving the Proprietary Information will (i) maintain it in strict confidence and take all reasonable steps to prevent its disclosure to third parties, except to the extent necessary to carry out the purposes of this agreement, in which case these confidentiality restrictions will be imposed upon the third parties to whom the disclosures are made, (ii) use at least the same degree of care as it uses in maintaining the secrecy of its own Proprietary Information (but no less than a reasonable degree of care).

6.2 Limitation. Neither party will have any obligation concerning any portion of the Proprietary Information of the other that (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (ii) is disclosed in good faith to the recipient by a third party having a lawful right to do so; (iii) is the subject of written consent of the party that supplied such information authorizing disclosure; or (iv) is required to be disclosed by the receiving party by applicable law or legal process, provided that the receiving party will immediately notify the other party so that it can take steps to prevent its disclosure.

6.3 Remedies for Breach. In the event of a breach of this Article 6, the parties agree that the non-breaching party may suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party may be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party may be entitled to temporary, preliminary and permanent injunctive relief against the breaching party, its officers or employees, in addition to such other rights and remedies to which it may be entitled at law or in equity.

6.4 No Implied Assignment. Except in the case of the Licensee's exercise of a purchase option under this Agreement, nothing contained in this agreement will directly or indirectly be construed as an assignment or grant to the Licensee of any right, title or interest in and to the original and all copies in any and all forms of the Proprietary Information except for the limited license rights granted to the Licensee as expressly provided in this agreement.

ARTICLE 7
Restrictions

7.1 Licensee Protection of Licensed Proprietary Technology. Except in accordance with the terms of this agreement or any other express written agreement between the parties, the Licensee agrees to use reasonable care and protection to prevent the unauthorized use or dissemination of the Proprietary Technology. The Licensor has the right to obtain injunctive relief against any actual or threatened violation of these restrictions, in addition to any other available remedies.

7.2 Non-Competition. Except for Licensor's fulfillment of its responsibilities under this Agreement, including to conduct the New York City Pilot Program, Licensor agrees not to compete with Licensee in the provision of on-demand mobile fueling.

ARTICLE 8
Termination

8.1 In the event of a material breach or default by either party in the performance of its obligations assumed hereunder, the non-defaulting party may, at its discretion, terminate this agreement by giving 15 days written notice to the defaulting party specifying the material breach or default, requesting the discontinuance of such material breach or default, and/or stating what action is necessary to cure the material breach or default. If such breach or default is not discontinued or corrected, or correction commenced for any breach that by its nature would take more than 15 days to cure, by the end of the 15 day period, this agreement will, at the discretion of the non-defaulting party, be terminated. Such right of termination will not be exclusive of any other remedies to which the non-defaulting party may be lawfully entitled, it being intended that all such remedies will be cumulative.

8.2 The Licensor may terminate this agreement immediately upon written notice to the Licensee, and without allowing the Licensee 15 days to correct the breach, if any of the following occur in such a way that Licensee is no longer able to operate its business:

a. The Licensee, not for reasons outside of its control, discontinues the use of the Proprietary Technology for more than 6 months; or

b. the Licensee has had proceedings by or against it in bankruptcy or under insolvency laws or for reorganization, administration, receivership, dissolution or liquidation; or

c. the Licensee has had an assignment for the benefit of creditors; or

d. the Licensee has become insolvent.

8.3 Upon termination of this agreement for any reason, and provided the Licensee has not exercised a purchase option, the licenses granted herein will terminate. The Licensee, its Affiliates, and/or its agents, will immediately discontinue the exercise of the licenses and the use of the Proprietary Technology or services, trademarks, know-how and technical information related to the technology. Not later than seven days after the termination or expiration of this agreement, the Licensee will return to the Licensor or destroy, as specified by the Licensor, all forms and materials relating to the Proprietary Technology. Upon termination, any unexercised options under the Agreement will automatically expire.

ARTICLE 9
Responsibilities of the Licensor

During the Term the Licensor will provide the information necessary to accurately develop marketing materials and product information guides for use by the Licensee. The marketing materials are intended for prospective clients and will be distributed by sales and marketing personnel of the Licensee. The Licensor will respond effectively and in a timely manner to the Licensee's requests for information and sales assistance. The Licensor will have the following further responsibilities for three years of the effective date of this agreement:

1) Licensor will assist Licensee with all of its compliance needs to ensure that Licensee's mobile fuel delivery operations with the application for the Proprietary Technology are in compliance with all applicable rules, regulations, statutes and ordinances.

2) Licensor will conduct bi-annual training of Licensee drivers and technicians, to ensure they are properly suited to conducted mobile fuel delivery.
3) Licensor will institute a safety plan for Licensee mobile fuel delivery operations.
4) Licensor will assist Licensee in obtaining and maintaining the required permits for its mobile gas delivery operation.
5) Licensor will use its knowledge in the gasoline markets to assist Licensee in obtaining gasoline in the markets it currently operates in and its expansion markets from suppliers at favorable prices.
6) Licensor will continue the approval process and conduct and complete the Pilot Program with New York City.

    a. As more particularly described at Article 4.3), the Parties will split the Costs of conducting the Pilot Program 50-50, and the Net Revenues from the Pilot Program will be split 50-50 between the Parties.

7) Licensor will apply for the US Patent, if it has not already done so, and will continue the patent process for obtaining the US Patent through its best efforts, at Licensor's cost.
8) Licensee will reimburse Licensor for its reasonable travel expenses and any permitting and licensing fees and research report costs, incurred during Licensor meeting the responsibilities described at paragraphs 1-6 of this Article.

ARTICLE 10
Representations and Warranties

10.1 Licensor represents and warrants to Licensee as follows and acknowledges that Licensee is relying upon such representations and warranties in connection with this agreement and option to purchase and that Licensee would not have entered into this agreement without such representations and warranties:

a. Licensor maintains all rights, title, ownership and interest in the Proprietary Technology with good and marketable title, and there are no liens or encumbrances registered or pending to be registered against the information or technology.

b. Licensor has the necessary authority to enter into and deliver this agreement on the terms and conditions set forth in this agreement and to do all such acts and things as may be necessary to give effect to the transactions contemplated herein.

c. To the best of Licensor's knowledge, the use or assignment of the Proprietary Technology does not infringe in any respect upon the technology or intellectual

property rights of any other person or entity and no other person or entity has claimed or threatened to claim the right to use any proprietary information or technology or to deny the right of Licensor to use the same.

d. The Licensor's execution and delivery of this Agreement, the consummation of the transactions contemplated in this agreement, the performance of its obligations hereunder and its compliance with this agreement do not violate, contravene or breach, or constitute a default under any contract, agreement, or commitment to which Licensor is a party to or subject or by which Licensor is bound or affected.

e. There are no legal actions, claims, demands, judgments, injunctions, or other pending proceedings affecting in any manner the Proprietary Technology.

10.2 Licensee represents and warrants to Licensor as follows and acknowledges that Licensor is relying upon such representations and warranties in connection with this agreement and option to purchase and that Licensor would not have entered into this agreement without such representations and warranties:

a. Licensee has the necessary authority to enter into and deliver this agreement on the terms and conditions set forth in this agreement and to do all such acts and things as may be necessary to give effect to the transactions contemplated herein.

b. The Licensee's execution and delivery of this agreement, the consummation of the transactions contemplated in this agreement, the performance of its obligations hereunder and its compliance with this agreement do not violate, contravene or breach, or constitute a default under any contract, agreement, or commitment to which Licensee is a party to or subject or by which Licensee is bound or affected.

10.3 Survival of Representations and Warranties. The representations and warranties contained in this section will survive the completion of the transactions contemplated by this agreement and, notwithstanding such completion, will continue in full force and effect for a period of five years from the Effective Date, except any representation and warranty in respect of which a claim based on fraud is made, which in each case will be unlimited as to duration.

ARTICLE 11
Indemnification

11.1 The Licensor will indemnify, defend and hold harmless the Licensee, its Affiliates and any distributors, and the customers of the Licensee, and their respective officers, directors, employees agents and affiliates (collectively, for purposes of this Section 15, the "**Licensee Persons**") from all damages, liabilities and expenses (and all legal costs including attorneys' fees, court costs, expenses and settlements resulting from any action or claim) arising out of, connected with or resulting in any way from: (i) any allegation that the Licensee Persons' possession, distribution or use of the proprietary information infringes a patent, trademark, copyright, trade secret or other intellectual property right of a third party, provided that the Licensor will have no indemnity obligations with regard to any such damages, liabilities or expenses arising from the negligence or misconduct of any Licensee Person or any failure by any Licensee Person to comply with the terms of this agreement. If any such claim or proceeding arises, the Licensee Persons seeking indemnification hereunder will give timely notice of the claim to the Licensor after they receive actual notice of the existence of the claim. The Licensor will have the option, at its expense, to employ counsel reasonably acceptable to the Licensee Persons to defend against such claim and to compromise, settle or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon the Licensee Persons may be affected without the prior written consent of such the Licensee Persons. In addition, and at its option and expense, the Licensor may, at any time after any such claim has been asserted, and will, in the event any Licensed Asset is held to constitute an infringement, either procure for the Licensee Persons the right to continue using that proprietary information, or replace or modify proprietary information so that it becomes non-infringing, provided that such replacement or modified proprietary information has the same functional characteristics as the infringing the proprietary information.

11.2 Licensee shall at all times during the term of this Agreement and thereafter indemnify, defend, and hold Licensor and affiliates harmless against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or out of any damage to property, or resulting from the production, manufacture, sale, use, lease, or advertisement of Proprietary Technology or arising from any obligation of Licensee under this Agreement.

ARTICLE 12
Dispute

Either party may pursue any legal or equitable right available to them upon a dispute of the terms or conditions of this Agreement.

ARTICLE 13
Successors and Assigns

This agreement will be binding upon and inure to the benefit of each of the parties and their respective successors and assigns; provided, however, that the Licensee may not assign or sublicense this agreement in whole or in part to any person or entity without the prior written consent of the Licensor, and any assignment or sublicense attempted without such consent will be void and be cause for termination.

ARTICLE 14
Severability

If any one or more of the provisions contained herein should be found invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

ARTICLE 15
Further Assurances

Each of the parties covenants and agrees, from time to time and at all times, to do all such further acts and execute and deliver all such further deeds and documents as will be reasonably required in order to fully perform and carry out the terms and intent of this agreement.

ARTICLE 16
Governing Law

The validity and construction of this agreement will be governed by, subject to and construed in accordance with the laws of the State of Florida, excluding its conflicts of law rules, and will be treated in all respects as a State of Florida contract. If either party employs attorneys to enforce any right arising out of or relating to this agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. Any claim arising out of or relating to this agreement will be subject to the Dispute resolution provisions of Article 16 herein. This agreement is subject to the Securities Exchange Commission and its rules and regulations.

ARTICLE 17
Independent Contractors

It is expressly agreed that the Licensor and the Licensee are acting under this agreement as independent contractors, and the relationship established under this agreement will not be construed as a partnership, joint venture or other form of joint enterprise, nor will one party be considered an agent of the other. Neither party is authorized to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, except as may be expressly provided for in this agreement.

ARTICLE 18
Entire Agreement

This document constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this agreement that are not fully expressed herein.

ARTICLE 19
Amendment

The provisions of this agreement may be modified at any time by agreement of the parties. Any such agreement hereafter made shall be ineffective to modify this agreement in any respect unless in writing and signed by the parties against whom enforcement of the modification or discharge is sought.

ARTICLE 20
Notice, Performance and Time

20.1 Any notice that must be given to a party under this agreement must be delivered to the party by hand, fax or email at the address, fax number or email address given for the party on page 1 of this agreement unless otherwise specified in this agreement or in writing by the party and is deemed to be received by the party to whom the notice is addressed when it is delivered by any of the means provided in this section.

20.2 Any act that must be performed under this agreement must be performed during business hours where it is to be performed unless the day specified for performance is a non-business day, in which case it must be performed on the next business day.

20.3 Time is of the essence of this agreement and any amendments to it.

ARTICLE 21
Sections and Headings

The division of this agreement into sections and the insertion of headings are for convenience and reference only and will not affect the construction or interpretation of this agreement.

ARTICLE 22
Counterparts, Facsimile or Email Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties may sign this Agreement in their respective cities and exchange signature pages by facsimile or email. Such facsimile or email signatures shall be deemed originals and shall have the same effect as original signatures.

ARTICLE 23
Licensor Option to Purchase

Upon the effective date of this Agreement the Licensor shall receive the option to purchase as follows:

1) 1,000,000 shares of common stock for $1.00 upon the Licensee reaching $100,000,000.00 dollars in annual sales revenues, said option to expire three (3) years after the end of the fiscal year in which this sales level is reached; and

2) 1,000,000 shares of common stock for $1.00 upon the Licensee reaching $150,000,000.00 dollars in annual sales revenues,said option to expire three (3) years after the end of the fiscal year in which this sales level is reached.

ARTICLE 24
Stock Dividends and Splits

If Licensee at any time while any agreed stock issuance or purchase option under this Agreement is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Licensee, then in each case the number of shares for any stock issuance or purchase option under this Agreement shall be adjusted in alignment with, in accordance with, and by the same ratios or multipliers of, any such dividend, distribution, subdivision, split, reverse split or reclassification described in items (i) through (iv) of this Article.

[Signature Page Follows]

IN WITNESS WHEREOF this agreement was executed by the parties hereto as of the Effective Date.

Fuel Butler LLC	EzFill Holdings, Inc.
/s/ Mike Ferrara	*/s/ Michael McConnell*
Name: Mike Ferrara	Name: Michael McConnell

Title: Managing Member	Title: CEO
Date: 4/9/2021	Date: 4/9/2021

Exhibit A
Proprietary Technology

Exhibit 21.1

Subsidiaries of EzFill Holdings, Inc.

Name of Subsidiary	Jurisdiction
Neighborhood Fuel Holdings LLC	Nevada

Exhibit 23.2

Consent to be Named as a Director Nominee

In connection with the filing by EzFill Holdings, Inc. of the Registration Statement on Form S-1 with the Securities and Exchange Commission Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of EzFill Holdings, Inc.. in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

April 13, 2021

/s/ Allen Weiss

Allen Weiss

Exhibit 23.3

Consent to be Named as a Director Nominee

In connection with the filing by EzFill Holdings, Inc. of the Registration Statement on Form S-1 with the Securities and Exchange Commission Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of EzFill Holdings, Inc.. in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

April 13, 2021

/s/ Jack Levine

Jack Levine

Exhibit 23.4

Consent to be Named as a Director Nominee

In connection with the filing by EzFill Holdings, Inc. of the Registration Statement on Form S-1 with the Securities and Exchange Commission Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of EzFill Holdings, Inc.. in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

April 13, 2021

/s/ Luis Reyes

Luis Reyes

Exhibit 23.5

Consent to be Named as a Director Nominee

In connection with the filing by EzFill Holdings, Inc. of the Registration Statement on Form S-1 with the Securities and Exchange Commission Commission under the Securities Act of 1933, as amended (the "Securities Act"), I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of EzFill Holdings, Inc.. in the Registration Statement and any and all amendments and supplements thereto. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

April 13, 2021

/s/ Mark Lev

Mark Lev

Exhibit 23.6

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the inclusion in this Registration Statement on Form S-1 of our report dated April 20, 2021, of EZFill Holdings, Inc. relating to the audit of the consolidated financial statements for the year ending December 31, 2020 and the period from March 28, 2019 (inception) through December 31, 2019 and the reference to our firm under the caption "Experts" in the Registration Statement.

/s/ M&K CPAS, PLLC

www.mkacpas.com
Houston, Texas

June 1, 2021