UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): January 23, 2023

EzFill Holdings, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-40809	**83-4260623**
(Commission File Number)	(IRS Employer Identification No.)

2999 NE 191st Street, Aventura, Florida 33180
(Address of Principal Executive Offices)

305-791-1169
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001	EZFL	NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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 pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

The information provided under Item 3.02 of this Current Report on Form 8-K with respect to the issuance by EzFill Holdings, Inc. to Lunar Project LLC of the Options (as defined in Item 3.02 hereof) is incorporated by reference into this Item 1.01.

Item 3.02 Recent Sales of Unregistered Securities

On January 23, 2023, EzFill Holdings, Inc. (the "Company) entered into an agreement (the "Consulting Agreement") with Lunar Project LLC (the "Consultant"). For a term of two years unless terminated sooner as provided in the Consulting Agreement (the "Term"), the Consultant has agreed to provide the Company with certain services including, but not limited to, increasing the Company's customer base through assembly of a contract sales team, assisting the Company in reducing its current operating expenses and assisting the Company with franchising its business. On a monthly basis, the Consultant will provide an update to the Company detailing what services it provided for the previous month. The Company's management will evaluate the work done each month and provide guidance on what services are required for the following month.

In exchange for its services, the Consultant will receive options to purchase 1,600,000 restricted shares of the Company's common stock (the "Options"). The Options' exercise prices, vesting requirements, and expiration dates will be set forth in an option agreement between the Consultant and the Company. At the end of the Term, unless extended by the parties in writing, all unvested Options will immediately expire.

In conjunction with the Consulting Agreement, the Consultant entered into several Non-Qualified Stock Option Agreements ("Option Agreements") with the

Company. The first Option Agreement is for 500,000 option shares that have an exercise price of $0.60 per share and an expiration date five years from the vesting date. The second Option Agreement is for 400,000 option shares that have an exercise price of $1.00 per share and an expiration date five years from the vesting date. The third Option Agreement is for 400,000 option shares that have an exercise price of $1.25 per share and an expiration date five years from the vesting date. The fourth Option Agreement is for 300,000 option shares that have an exercise price of $1.75 per share and an expiration date five years from the vesting date. Within each of the aforementioned Option Agreements, there are performance conditions and vesting dates with specific percentages of shares to vest. To exercise the Option, the Consultant (or in the case of exercise after the Consultant's death or incapacity, the Consultant's executor, administrator, heir or legatee, as the case may be) must deliver to the Company a written notice of exercise per the Consulting Agreement.

The Options will be issued in reliance upon the exemption afforded by Section 4(2) of the Securities Act of 1933 (the "Act").

This Item 3.02 contains only a brief description of the material terms of the Consulting Agreement and Option Agreements and does not purport to be a complete description of the rights and obligations of the parties thereunder, and such descriptions are qualified in their entirety by reference to the full text of the Consulting Agreement and Option Agreements, which are attached hereto as Exhibit 10.1 and Exhibit 10.2, 10.3, 10.4 and 10.5 respectively, and incorporated by reference into this Item 3.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	**Description**
10.1	Consulting Agreement by and between EzFill Holdings, Inc. and Lunar Project LLC dated January 23, 2023.
10.2	Form of Non-Qualified Stock Option Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 27, 2023

EZFILL HOLDINGS, INC.

/s/ Michael McConnell
Michael McConnell
Chief Executive Officer

Exhibit 10.1

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "**Agreement**"), dated as of January 23, 2023 by and between EzFill Holdings, Inc., a Delaware corporation ("**EzFill**") and Lunar Project LLC a limited liability company with an address at 3121 N. Bay Road, Miami Beach, FL 33140 (the "**Consultant**" and together with EzFill, the **"Parties"**, and each a **"Party"**).

WHEREAS, EzFill is currently in the business of application based mobile fueling; and

WHEREAS, Consultant has the capability and capacity to provide business development services to the Company; and

WHEREAS, EzFill desires to retain Consultant to provide certain services under the terms and conditions hereinafter set forth, and Consultant is willing to perform such services.

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 agree as follows:

1. **Services**. Consultant shall provide to EzFill the following services (the "**Services**"):

   i. **Sales Team**. Consultant shall assemble a contract sales team to acquire customers for the Company's business. The sales team shall focus on fleet, marine, and residential customers. Consultant shall manage the sales team and work directly with Yehuda Levy and Brian Douglas to ensure smooth onboarding of new customers. Consultants commit to bringing a steady flow of new customers to the Company, with at least one new customer being onboarded every two weeks.
   ii. **Evaluating and Reducing Monthly Burn**. Consultant shall assist the Company's management in building and executing a plan for the reduction of the Company's current operating expenses.
   iii. **Franchising**. Consultant shall assist the Company in franchising its business.
   Consultant agrees to provide all Services **(i)** in accordance with the terms and subject to the conditions set forth in this Agreement;**(ii)** using personnel of required skill, experience, and qualifications; **(iii)** in a timely, workmanlike, and professional manner; **(iv)** following generally recognized industry standards in Consultant's field of services; and **(v)** to the reasonable satisfaction of EzFill.
   iv. **Monthly Evaluation**. On a monthly basis, Consultant shall provide an update to the Company detailing what Services were provided for the previous month. The Company's management shall evaluate the work done each month and provide guidance on what Services are required for the following month.

2. **Consultant Responsibilities.** Consultant agrees to perform the Services in accordance with this Agreement. Consultant will determine the method, details, and means of performing said services. Further, Consultant may, at its own expense, employ such assistants, consultants, employees, and other independent contractors as Consultant deems necessary to perform the Services as required of Consultant by this Agreement; EzFill may not control, direct, or supervise them in the performance of those duties.

3. **Compensation.** For all Services to be rendered by Consultant pursuant to this Agreement, EzFill will issue consultant options to purchase 1,600,000 restricted shares of EzFill's common stock (the "**Options**"). The Options' exercise prices, vesting requirements, and expiration dates shall be set forth in the option agreement between the Consultant and the Company. The issuance of the Options is subject to execution of an option agreement between the Consultant and EzFill.

4. **Securities Matters**. The Consultant hereby represents and warrants to EzFill that:

(a) The Consultant acknowledges that the Options and common stock of EzFill issuable upon exercise of the Options (collectively the "Securities") will not be registered under the Securities Act of 1933, as amended (the "Act') but will be issued in reliance upon the exemption afforded by Section 4(2) of the Act, and that the Company is relying upon the truth and accuracy of the representations set forth in this Section 4.

(b) The Securities will be acquired for the Consultant's own account, not as nominee or agent, and not with a view to the resale or other transfer or distribution of any portion thereof or interest therein in violation of the Act, and the Consultant has no present intention of selling, granting any participation in, or otherwise transferring or distributing the Securities or any portion thereof or interest therein in violation of the Act. The Consultant is not a registered broker-dealer or an entity engaged in the business of being a broker-dealer.

(c) The Consultant acknowledges that it can bear the economic risk and complete loss of its investment in the Securities, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

(d) The Consultant has had an opportunity to receive all additional information related to the EzFill requested by it and to ask questions of and receive answers from the EzFill regarding the Company, its business and the terms and conditions of the offering of the Securities.

(e) The Consultant understands that the Securities are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from EzFill in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act only in certain limited circumstances.

(f) Legends. It is understood that, until the earlier of: (a) registration under the Act or (b) the time when any of the Securities may be sold pursuant to Rule 144, certificates or agreements evidencing such Securities, as the case may be, may bear the following or any substantially similar legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION FROM REGISTRATION UNDER THE FOREGOING LAWS".

(g) Accredited Investor. The Consultant is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Act.

5. **Independent Contractor.** It is understood and acknowledged that the Services which Consultant will provide to EzFill hereunder shall be in the capacity of an independent contractor and not as an employee or agent of EzFill. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services. EzFill shall have the right to inspect the work of Consultant as it progresses solely for the purpose of determining whether the work is completed in a manner that is satisfactory to EzFill. Consultant has no authority to commit, act for or on behalf of EzFill, or to bind EzFill to any obligation or liability. Consultant shall not be eligible for and shall not receive any employee benefits from EzFill and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Consultant hereunder.

6. **Non-Solicitation.** Consultant agrees that Consultant will not, at any time within a period of twelve (12) months after the termination of this Agreement, solicit, either directly or indirectly, any employee or customer of EzFill who was such at the during the term of this Agreement. If the provisions of this section should ever be adjudicated to exceed the time, geographic or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic or other limitations permitted by applicable law.

7. **Confidentiality.** All non-public, confidential or proprietary information of EzFill ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by EzFill to Consultant or its agents, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Consultant's use in performing this Agreement and may not be disclosed or copied unless authorized by EzFill in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Consultant's breach of this Agreement; (b) is obtained by Consultant on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Consultant establishes by documentary evidence, was in its possession prior to EzFill's disclosure hereunder; or (d) was or is independently developed by Consultant without using any Confidential Information. Upon EzFill's request, Consultant shall promptly return all documents and other materials received from EzFill and shall not retain any copies thereof. EzFill shall be entitled to injunctive relief for any violation of this Section. Consultant acknowledges that it is subject to EzFill's Insider Trading Policy, a copy of which has been provided to Consultant.

8. **Term and Termination.**

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of two (2) years unless sooner terminated pursuant to this Section (the "Term"). At the end of the Term, unless extended by the Parties in writing, all unvested Options shall immediately expire.

(b) Either Party (the "Non-Breaching Party") may, without prejudice to any other remedies available to it at law or in equity, terminate this Agreement in its entirety, in its sole discretion, in the event the other Party (the "Breaching Party") has materially breached this Agreement, and such breach has continued for thirty (30) days (the "Cure Period") after written notice thereof is provided to the Breaching Party by the Non-Breaching Party, such notice describing the alleged material breach in sufficient detail to put the Breaching Party on notice (the "Notice of Breach"); provided that, if such breach is not susceptible to cure within the Cure Period, then, the Non-Breaching Party's right to termination shall be suspended only if and for so long as the Breaching Party has provided to the Non-Breaching Party a written plan that is reasonably calculated to effect a cure and such plan is reasonably acceptable to the Non-Breaching Party, and the Breaching Party commits to and does carry out such plan. Without limiting the definition of material breach under this Agreement, (i) failure of Consultant to provide the Services to the satisfaction of the Company; (ii) Consultant causing harm to the reputation of the Company; and/or (iii) Consultant disclosing confidential information of the Company to outside parties shall be considered a material breach of this Agreement.

(c) If this Agreement is terminated by EzFill due to a material breach by Consultant or if Consultant terminates without material breach: (i) all vested and unexercised Options; and (ii) all unvested Options shall immediately expire and be forfeited. Notwithstanding anything to the contrary in the option agreements, following a Notice of Breach from EzFill to Consultant during the Cure Period, Consultant may not exercise any Options.

9. **Indemnification.** Consultant shall indemnify, defend, and hold harmless EzFill and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final judgment (collectively, "**Losses**"), relating to/arising out of or resulting from any claim of a third party or EzFill arising out of or occurring in connection with Consultant's negligence, willful misconduct, or breach of this Agreement. Consultant shall not enter into any settlement without EzFill's or Indemnified Party's prior written consent.

10. **Compliance with Law.** Consultant is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Consultant has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

11. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s) "): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) other similar events beyond the control of the Impacted Party.

12. **Advertising.** Without EzFill's prior written consent, Consultant shall not advertise or publish the fact that Consultant is performing the Services hereunder, nor use any trademarks or trade names of EzFill in Consultant's advertising or promotional materials, without EzFill's prior written consent.

13. **General.**

(a)Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth above.

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Florida, without giving effect to any conflict of laws provisions thereof. Either Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Miami-Dade County, Florida.

(c) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY FLORIDA LAW.

(f) This Agreement contains the Parties' entire understanding with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.

(g) The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

(h) The Parties may not amend this Agreement except by a written instrument signed by the Parties.

(i) No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

(j) Neither Party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such Party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void.

(k) This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors, and permitted assigns, there are no third-party beneficiaries under this Agreement.

(l) Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein or if nothing is specified for a period of twelve (12) months after such expiration or termination.

(m) This Agreement may be executed in counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

EZFILL HOLDINGS INC

By: */s/ Michael Mcconnell*
Name: Michael Mcconnell
Title: CEO

Lunar Project LLC

Lee Helm Partners LLC, on behalf of Lunar Project, LLC

By: */s/ Gregg Rosen*
Name: Gregg Rosen
Title: MEMBER

Strategic Exchange Management LLC, on behalf of Lunar Project, LLC

By: */s/ Sean Oppen*
Name: Sean Oppen
Title: MEMBER

Exhibit 10.2

EZFILL HOLDINGS, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT

This Stock Option Agreement (this "**Agreement**") is made and entered into as of January 23, 2023 by and between EzFill Holdings, Inc., a Delaware corporation (the "**Company**") and Lunar Project LLC a limited liability company with an address at 3121 N. Bay Road, Miami Beach, FL 33140 (the "**Participant**").

Grant Date:
Exercise Price per Share:
Number of Option Shares:
Expiration Date: Five years from the vesting date

1. Grant of Option.

1.1 Grant; Type of Option. The Company hereby grants to the Participant an option (the "**Option**") to purchase the total number of shares of Common Stock of the Company equal to the number of Option Shares set forth above, at the Exercise Price set forth above. The Option is being granted pursuant to the terms of the Company's 2022 Equity Incentive Plan (the "**Plan**"). The Option is intended to be a Non-qualified Stock Option and *not* an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code.

1.2 Consideration; Subject to Plan. The grant of the Option is made in consideration of the services to be rendered by the Participant to the Company and is subject to the terms and conditions of the Plan. Capitalized terms used but not defined herein will have the meaning ascribed to them in the Plan.

2. Exercise Period; Vesting.

2.1 Vesting Schedule. The Option will become vested as follows:

Percentage of Shares (Tranches)		Vesting Requirements
1.	30%	The date upon which the Company achieves delivery of 500,000 gallons of fuel in a calendar month and maintains an average of 500,000 gallons per month for three calendar months. The 500,000 gallons must be attributable to introductions made by Participant pursuant to its Services as set forth in the Consulting Agreement between Participant and the Company.
2.	30%	The date upon which the Company achieves delivery of 750,000 gallons of fuel in a calendar month and maintains an average of 750,000 gallons per month for three calendar months. The 750,000 gallons must be attributable to introductions made by Participant pursuant to its Services as set forth in the Consulting Agreement between Participant and the Company.
3.	30%	The date upon which the Company achieves delivery of 1,000,000 gallons of fuel in a calendar month and maintains an average of 1,000,000 gallons per month for three calendar months. The 1,000,000 gallons must be attributable to introductions made by Participant pursuant to its Services as set forth in the Consulting Agreement between Participant and the Company. Tranches 1-3 above may be achieved concurrently.

2.	10%	On the two-year anniversary of the Consulting Agreement between the Company and Participant, provided neither party to such agreement has terminated the agreement.

The unvested portion of the Option will not be exercisable on or after the date on which Participant's continuous service under the Consulting Agreement between Participant and the Company ("**Continuous Service**") is terminated.

2.2 Expiration. The Option will expire on the Expiration Date set forth above, or earlier as provided in this Agreement or the Plan.

3. Termination of Continuous Service.

3.1 Termination for Reasons Other Than Cause, Death, Disability. If the Participant's Continuous Service is terminated for any reason other than Cause (as defined below), or death, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of (a) the date three months following the termination of the Participant's Continuous Service or (b) the Expiration Date.

3.2 Termination for Cause. If the Participant's Continuous Service is terminated for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

3.3 Termination due to Disability. If the Participant's Continuous Service terminates as a result of the Participant's disability, the Participant may exercise the vested portion of the Option, but only within such period of time ending on the earlier of (a) the date 12 months following the Participant's termination of Continuous Service or (b) the Expiration Date.

3.4 Termination due to Death. If the Participant's Continuous Service terminates as a result of the Participant's death, the vested portion of the Option may be exercised by the Participant's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by the person designated to exercise the Option upon the Participant's death, but only within the time period ending on the earlier of (a) the date 12 months following the Participant's death or (b) the Expiration Date.

4. Manner of Exercise.

4.1 Election to Exercise. To exercise the Option, the Participant (or in the case of exercise after the Participant's death or incapacity, the Participant's executor, administrator, heir or legatee, as the case may be) must deliver to the Company a written Notice of Exercise per Section 8 of the Plan. The Plan shall be governed by the Plan Administrator which means (i) the Board of Directors of the Company, or (ii) a committee of the Board appointed by the Board for the purpose of the administration of this Plan and, if a committee is appointed, to the extent in accordance with the authorization delegated to the committee by the Board of Directors (the "**Administrator**")

4.2 Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise in the manner designated by the Administrator.

4.3 Withholding. Prior to the issuance of shares upon the exercise of the Option, the Participant must make arrangements satisfactory to the Company to pay or provide for any applicable federal, state and local withholding obligations of the Company. The Participant may satisfy any federal, state or local tax withholding obligation relating to the exercise of the Option by any of the following means:

(a) tendering a cash payment;

(b) delivering to the Company previously owned and unencumbered shares of Common Stock.

The Company has the right to withhold from any compensation paid to a Participant.

4.4 Issuance of Shares. Provided that the exercise notice and payment are in form and substance satisfactory to the Company, the Company shall issue the shares of Common Stock registered in the name of the Participant, the Participant's authorized assignee, or the Participant's legal representative, and shall deliver certificates representing the shares with the appropriate legends affixed thereto.

5. No Right to Continued Employment; No Rights as Shareholder. Neither the Plan nor this Agreement shall confer upon the Participant any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Participant's Continuous Service at any time, with or without Cause. The Participant shall not have any rights as a shareholder with respect to any shares of Common Stock subject to the Option prior to the date of exercise of the Option.

6. Transferability. The Option is not transferable by the Participant other than to a designated beneficiary upon the Participant's death or by will or the laws of descent and distribution, and is exercisable during the Participant's lifetime only by him or her. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary upon death by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option will terminate and become of no further effect.

7. Change in Control.

7.1 Acceleration of Vesting. If a Change in Control occurs and the Participant's Continuous Service is terminated by the Company without Cause the Participant shall be entitled to full vesting of the Option issued to the Participant as of that date.

7.2 Cash-out. In the event of a Change in Control, the Administrator may, in its discretion and upon at least ten (10) days' advance notice to the Participant, cancel the Option and pay to the Participant the value of the Option based upon the price per share of Common Stock received or to be received by other shareholders of the Company in the event. Notwithstanding the foregoing, if at the time of a Change in Control the Exercise Price of the Option equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Administrator may cancel the Option without the payment of consideration therefor.

8. Adjustments. The shares of Common Stock subject to the Option may be adjusted or terminated in any manner as contemplated by Section 11 of the Plan.

9. Tax Liability and Withholding. Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate the Participant's liability for Tax-Related Items.

10. Compliance with Law. The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued pursuant to this Option unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Participant understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

11. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Participant under this Agreement shall be in writing and addressed to the Participant at the Participant's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

12. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

13. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Participant or the Company to the Administrator for review. The resolution of such dispute by the Administrator shall be final and binding on the Participant and the Company.

14. Options Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the person(s) to whom the Option may be transferred by will or the laws of descent or distribution.

16. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

17. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Participant's employment with the Company.

18. Amendment. The Administrator has the right to amend, alter, suspend, discontinue or cancel the Option, prospectively or retroactively;*provided, that*, no such amendment

shall adversely affect the Participant's material rights under this Agreement without the Participant's consent.

19. No Impact on Other Benefits. The value of the Participant's Option is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

21. Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Participant acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that the Participant should consult a tax advisor prior to such exercise or disposition.

[*Remainder of Page Intentionally Blank – Signature Page Follows*]

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

EZFILL HOLDINGS, INC.

By: _____
Name:
Title:

PARTICIPANT
Lunar Project LLC

Lee Helm Partners LLC, on behalf of Lunar Project, LLC

By: _____
Name:
Title:

Strategic Exchange Management LLC,
on behalf of Lunar Project, LLC

By: _____
Name:
Title:
