

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

FORM 8-K/A

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 11, 2024

EZFILL HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40809
(Commission
File Number)

84-4260623
(IRS Employer
Identification No.)

67 NW 183rd Street, Miami, Florida 33169
(Address of principal executive offices, including Zip Code)

305-791-1169
(Registrant's telephone number, including area code)

2999 NE 191st Street, Ste 500, Aventura Florida 33180
(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

- 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 240.13a-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 par value per share	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.

EXPLANATORY NOTE

EzFill Holdings, Inc. is filing this Form 8-K/A to its Current Report on Form 8-K as originally filed with the Securities and Exchange Commission on January 17, 2024 (the "Original Filing"), solely to correctly identify the promissory notes amended by Global Amendment 2 and the description of the promissory note entered into on January 16, 2024 with Next Charging, LLC. The Original Filing inadvertently referenced January 8, 2023, with regards to a note amended by Global Amendment 2, and referenced a conversion price of \$1.23 for the promissory note entered into on January 16, 2024, along with a typographical error. No other changes have been made from the Original Filing.

Item 1.01 Entry into a Material Definitive Agreement.

Next Charging, LLC Global Amendments

On January 11, 2024, EzFill Holdings, Inc. (the "Company") and Next Charging, LLC ("Next") entered into a global amendment ("Global Amendment 1") to the promissory notes dated as of July 5, 2023; August 2, 2023; August 30, 2023; September 6, 2023; September 13, 2023; November 3, 2023; November 21, 2023; December 4, 2023; December 13, 2023; December 18, 2023; and December 20, 2023 (each a "Note" and collectively the "Notes").

Global Amendment 1 revised Section 8, Events of Default, to add:

The conversion price (as adjusted, the "Conversion Price") shall equal the greater of the average VWAP over the ten (10) Trading Day period prior to the conversion date; or (b) \$0.70 (the "Floor Price"). Notwithstanding anything to the contrary contained in this Note the Lender and the Borrower agree that the total cumulative number of Common Shares issued to Lender hereunder together with all other Transaction Documents may not exceed the requirements of Nasdaq Listing Rule 5635(d) ("Nasdaq 19.99% Cap"), except that such limitation will not apply following Shareholder Approval. If the Borrower is unable to

obtain Shareholder Approval to issue Common Shares to the Lender in excess of the Nasdaq 19.99% Cap, any remaining outstanding balance of this Note must be repaid in cash at the request of the Lender.

Global Amendment 1 also added Section 10.15, Adjustment Due to Stock Split by Borrower, which provides that the number of shares and the price for any conversion under the Notes will be adjusted by the same ratios or multipliers of any reverse split the Company effects.

Also on January 11, 2024, the Company and Next entered into a global amendment (“Global Amendment 2”) to the promissory notes dated as of December 27, 2023 and January 8, 2024.

Global Amendment 2 revised Section 8, Events of Default, to remove the final paragraph and replace the paragraph with:

The conversion price (as adjusted, the “Conversion Price”) shall equal the greater of the average VWAP over the ten (10) Trading Day period prior to the conversion date; or (b) \$0.70 (the “Floor Price”). Notwithstanding anything to the contrary contained in this Note the Lender and the Borrower agree that the total cumulative number of Common Shares issued to Lender hereunder together with all other Transaction Documents may not exceed the requirements of Nasdaq Listing Rule 5635(d) (“Nasdaq 19.99% Cap”), except that such limitation will not apply following Shareholder Approval. If the Borrower is unable to obtain Shareholder Approval to issue Common Shares to the Lender in excess of the Nasdaq 19.99% Cap, any remaining outstanding balance of this Note must be repaid in cash at the request of the Lender.

Next Promissory Note dated January 16, 2024

On January 16, 2024, the Company and Next entered into a promissory note (the “January Next Note”) for the sum of \$165,000 (the “January Next Loan”). The January Next Note has an original issue discount (“OID”) equal to \$15,000, which is 10% of the aggregate original principal amount of the January Next Loan. The unpaid principal balance of the January Next Note has a fixed rate of interest of 8% per annum for the first nine months, afterward, the Note will begin to accrue interest on the entire balance at 18% per annum.

Unless the January Next Note is otherwise accelerated, or extended in accordance with the terms and conditions therein, the balance of the January Next Note, along with accrued interest, will be due on March 16, 2024 (the “Maturity Date”). The Maturity Date will automatically be extended for 2 month periods, unless Next sends 10 days written notice, prior to the end of any 2 month period, that it does not wish to extend the January Next Note, at which point the end of the then current 2 month period shall be the Maturity Date. Notwithstanding the foregoing, upon the Company completing a capital raise of at least \$3,000,000, the entire outstanding principal and interest through the Maturity Date will be immediately due.

If the Company defaults on the January Next Note, (i) the unpaid principal and interest sums, along with all other amounts payable, multiplied by 150% will be immediately due, and (ii) Next will have the right to convert all or any part of the outstanding and unpaid principal, interest, penalties, and all other amounts under the January Next Note into fully paid and non-assessable shares of the Company’s common stock. The conversion price will be the average closing price over the 10 trading days ending on the date of conversion. Subject to the adjustments described in the January Next Note, the conversion price shall equal the greater of (a) the average VWAP over the ten (10) Trading Day period prior to the conversion date; or (b) \$0.70.

Pursuant to the January Next Note, the total cumulative number of shares issued to Next may not exceed the requirements of Nasdaq Listing Rule 5635(d) (“Nasdaq 19.99% Cap”), except that such limitation will not apply following Shareholder Approval. If the Company is unable to obtain Shareholder Approval to issue shares to Next in excess of the Nasdaq 19.99% Cap, any remaining outstanding balance of this Note must be repaid in cash at Next’s request.

Michael Farkas is the managing member of Next (the “Managing Member”). The Managing Member is also the beneficial owner of approximately 20% of the Company’s issued and outstanding common stock. Additionally and as previously reported on a Current Report on Form 8-K that was filed with the Securities and Exchange Commission on August 16, 2023, on August 10, 2023, and on November 8, 2023, the Company, the members (the “Members”) of Next and its Managing Member, as an individual and also as the representative of the Members, entered into an Exchange Agreement (the “Exchange Agreement”), pursuant to which the Company agreed to acquire from the Members 100% of the membership interests of Next in exchange for the issuance by the Company to the Members of shares of common stock, par value \$0.0001 per share, of the Company. Upon consummation of the transactions contemplated by the Exchange Agreement (the “Closing”), Next will become a wholly-owned subsidiary of the Company. As of the date of this Current Report on Form 8-K, the Closing has not occurred.

AJB Capital Investments, LLC Global Amendment

On January 17, 2024, the Company and AJB Capital Investments, LLC, (“AJB”) entered into a global amendment (the “AJB Global Amendment”) to the promissory notes dated as of April 19, 2023, as amended by the amended and restated promissory note dated May 17, 2023, September 22, 2023 and October 13, 2023 (each an “AJB Note” and collectively the “AJB Notes”).

Upon effectiveness, the AJB Global Amendment modified section 1.2(a) and section 1.6 of the AJB Notes. Section 1.2(a) replaced the calculation of the conversion price. Subject to adjustments described in the AJB Notes, the conversion price will equal (x) until the date of the Shareholder Approval the greater of (a) \$1.23 (the “Nasdaq Minimum Price”), and (b) the lower of the average VWAP over the ten (10) Trading Day period either (i) ending on date of conversion of this Note or (ii) the date hereof and (y) following the date of the Shareholder Approval, the greater of the average VWAP over the ten (10) Trading Day period either (i) ending on date of conversion of this Note or (ii) \$0.70 (the “Floor Price”).

The AJB Global Amendment revised Section 1.6 to incorporate an adjustment due to a stock split by the Company. Pursuant to the new Section 1.6(b), if the Company effectuates a reverse stock split at any time while the AJB Notes are outstanding and prior to conversion of the AJB Notes, then the AJB Notes will be adjusted by the same ratio of the stock split. Notwithstanding any stock split, the Floor Price shall not exceed \$2.10. If any stock split would result in a Floor Price exceeding \$2.10, then AJB can, among other treatments, deem it an Event of Default.

The AJB Global Amendment also extended the maturity dates of the September 22, 2023 AJB Note and the October 13, 2023 AJB Note to April 19, 2024. If the Company conducts a capital raise of \$10,000,000 or more, then the September 22, 2023 Note will be repaid with the proceeds of that capital raise. In addition, if the Company conducts a capital raise of \$15,000,000, then the proceeds of the raise will repay both the September 22, 2023 and October 13, 2023 AJB Notes. In exchange for the extensions, the Company agreed to issue 180,000 shares to AJB (the “Extension Shares”). AJB will never possess an amount of shares greater than 9.99% of the issued and outstanding shares of the Company. This ownership restriction can be waived by AJB, in whole or in part, upon 61 days’ prior written notice. In addition, the Company shall not issue such shares until such time as AJB’s ownership is less than 9.99%, or upon request by AJB, the Company shall issue pre-funded warrants providing AJB with the same economic benefits as if the shares had been issued to it. It will be considered an immediate default if the Extension Shares are not delivered to AJB within one business day of its request.

The information set forth above is qualified in its entirety by reference to Global Amendment 1, Global Amendment 2, the January Next Note and the AJB Global Amendment, which are incorporated herein by reference and attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the respective documents.

Item 3.02. Unregistered Sales of Equity Securities.

To the extent required by this Item 3.02, the information contained in Item 1.01 is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Description
10.1	Global Amendment 1 dated January 11, 2024 between EzFill Holdings, Inc. and Next Charging LLC.
10.2	Global Amendment 2 dated January 11, 2024 between EzFill Holdings, Inc. and Next Charging LLC
10.3	Promissory Note dated January 16, 2024 between EzFill Holdings, Inc. and Next Charging LLC.
10.4	Global Amendment dated January 17, 2024 between EzFill Holdings, Inc. and AJB Capital Investments, LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

Date: January 18, 2024

EZFILL HOLDINGS, INC.

By: /s/ Yehuda Levy
Name: Yehuda Levy
Title: Interim Chief Executive Officer

GLOBAL AMENDMENT TO PROMISSORY NOTES

This GLOBAL AMENDMENT TO PROMISSORY NOTES (the "**Amendment**") is dated effective as of January 11, 2024 (the "**Amendment Effective Date**"), by and between **EzFill Holdings, Inc.**, a Delaware Corporation (the "**Company**") and **Next Charging, LLC** a Florida limited liability company ("**Next**") and together with the Company, the "**Parties**").

WHEREAS, the Company and Next entered into and executed certain Promissory Notes, dated as of, July 5, 2023; August 2, 2023; August 30, 2023; September 6, 2023; September 13, 2023; November 3, 2023; November 21, 2023; December 4, 2023; December 13, 2023; December 18, 2023; and December 20, 2023 (collectively the "**Notes**"); and

WHEREAS, the Company and Next would like to amend the Notes to add certain terms to the Notes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. **Recitals.** The recitations set forth in the preamble of this Amendment are true and correct and incorporated herein by this reference.
2. **Capitalized Terms.** All capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Notes, except as otherwise specifically set forth herein.
3. **Conflicts.** In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment and the terms and provisions of the Notes, the terms and provisions of this Amendment shall control, but only to the extent of any such conflict or ambiguity.
4. **Amendment to Notes**

The following language shall be added to the end of Section 8:

The conversion price (as adjusted, the "Conversion Price") shall equal the greater of the average VWAP over the ten (10) Trading Day period prior to the conversion date; or (b) \$0.70 (the "Floor Price"). Notwithstanding anything to the contrary contained in this Note the Lender and the Borrower agree that the total cumulative number of Common Shares issued to Lender hereunder together with all other Transaction Documents may not exceed the requirements of Nasdaq Listing Rule 5635(d) ("Nasdaq 19.99% Cap"), except that such limitation will not apply following Shareholder Approval. If the Borrower is unable to obtain Shareholder Approval to issue Common Shares to the Lender in excess of the Nasdaq 19.99% Cap, any remaining outstanding balance of this Note must be repaid in cash at the request of the Lender.

The following section shall be added to the Notes as Section 10.15

10.15 Adjustment Due to Stock Split by Borrower. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes Borrower shall: (i) subdivides outstanding shares of its Common Stock into a larger number of shares, or (ii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then in each case the number of shares and the price for any conversion under this Note shall be adjusted in alignment with, in accordance with, and by the same ratios or multipliers of, any such subdivision, split, reverse split set forth in items (i) and (ii) of this subsection.

6. **Not a Novation.** This Amendment is a modification of the Notes only and not a novation.
7. **Effect on Notes.** Except as expressly amended by this Amendment, all of the terms and provisions of the Notes shall remain and continue in full force and effect after the execution of this Amendment, are hereby ratified and confirmed, and incorporated herein by this reference.
8. **Execution.** This Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Amendment. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

NEXT CHARGING, LLC

By: _____

Name: _____

Title: _____

EZFILL HOLDINGS, INC.

By: _____

Name: Yehuda Levy

Title: Interim Chief Executive Officer

GLOBAL AMENDMENT TO PROMISSORY NOTES

This GLOBAL AMENDMENT TO PROMISSORY NOTES (the "**Amendment**") is dated effective as of January 11, 2024 (the "**Amendment Effective Date**"), by and between **EzFill Holdings, Inc.**, a Delaware Corporation (the "**Company**") and **Next Charging, LLC** a Florida limited liability company ("**Next**") and together with the Company, the "**Parties**").

WHEREAS, the Company and Next entered into and executed certain Promissory Notes, dated as of, December 27, 2023 and January 8, 2024 (collectively the "**Notes**"); and

WHEREAS, the Company and Next would like to amend the Notes to change certain terms to the Notes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

- 1. **Recitals.** The recitations set forth in the preamble of this Amendment are true and correct and incorporated herein by this reference.
- 2. **Capitalized Terms.** All capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Notes, except as otherwise specifically set forth herein.
- 3. **Conflicts.** In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment and the terms and provisions of the Notes, the terms and provisions of this Amendment shall control, but only to the extent of any such conflict or ambiguity.
- 4. **Amendment to Notes.**

The following language shall replace the language in paragraph 3 of Section 8:

The conversion price (as adjusted, the "Conversion Price") shall equal the greater of the average VWAP over the ten (10) Trading Day period prior to the conversion date; or (b) \$0.70 (the "Floor Price"). Notwithstanding anything to the contrary contained in this Note the Lender and the Borrower agree that the total cumulative number of Common Shares issued to Lender hereunder together with all other Transaction Documents may not exceed the requirements of Nasdaq Listing Rule 5635(d) ("Nasdaq 19.99% Cap"), except that such limitation will not apply following Shareholder Approval. If the Borrower is unable to obtain Shareholder Approval to issue Common Shares to the Lender in excess of the Nasdaq 19.99% Cap, any remaining outstanding balance of this Note must be repaid in cash at the request of the Lender.

- 6. **Not a Novation.** This Amendment is a modification of the Notes only and not a novation.
- 7. **Effect on Notes.** Except as expressly amended by this Amendment, all of the terms and provisions of the Notes shall remain and continue in full force and effect after the execution of this Amendment, are hereby ratified and confirmed, and incorporated herein by this reference.
- 8. **Execution.** This Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Amendment. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

NEXT CHARGING, LLC

By: _____
Name: _____
Title: _____

EZFILL HOLDINGS, INC.

By: _____
Name: Yehuda Levy
Title: Interim Chief Executive Officer

PROMISSORY NOTE

\$165,000

January 16, 2024

FOR VALUE RECEIVED, EZFILL HOLDINGS, INC., a Delaware corporation having an address of 67 NW 183rd St., Aventura, Florida 33169 (the “**Borrower**”), hereby promises to pay to the order of, the Next Charging, LLC, a Florida company having an address of 407 Lincoln Road, Ste 9F, Miami Beach, Fl. 33139 (the “**Lender**”), at Lender’s offices, or such other place as Lender shall designate in writing from time to time, the principal sum of \$165,000.00 (the “**Loan**”), in US Dollars, together with interest thereon as hereinafter provided.

1. **ORIGINAL ISSUE DISCOUNT.** The Borrower agrees that the funding of the Loan shall be made by the Lender with original issue discount in an amount equal to 10% of the aggregate original principal amount of the Loan (i.e. \$15,000).

2. **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 8% per annum for the first nine months and after the first nine months will begin to accrue interest on the entire balance at 18% per annum.

3. **PREVIOUS NOTE.** The disbursement of funds on the note entered into by the Borrower and Lender on August second has been completed. This Note is for additional funds.

4. **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 March 16, 2024 (the “**Maturity Date**”). The Maturity Date shall automatically be extended for 2 month periods, unless Lender sends 10 days written notice, prior to end of any two month period, that it does not wish to extend the note at which point the end of the then current two month period shall be the Maturity Date. Notwithstanding the above, upon Borrower completing a capital raise (debt or equity) of at least \$3,000,000 the entire outstanding principal and interest through the Maturity Date shall be immediately due and payable.

5. **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.

6. **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.

7. **REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender as follows:

7.2. **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.

7.3. **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.

7.4. **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.

7.5. **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.

7.6. **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.

7.7. **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.

7.8. The loan funds shall be used solely for Borrower’s working capital needs.

8. **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; (b) Borrower becoming insolvent or declaring bankruptcy; (c) the discovery that any of the Borrower representations were untrue; or (d) 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.

If an Event of Default occurs, (i) all sums of Principal and Interest and all other amounts payable hereunder multiplied by 150% the then remaining unpaid hereon shall be immediately due and payable, and (ii) The Lender shall have the right to convert all or any part of the outstanding and unpaid principal, interest, penalties, and all other amounts under this Note into fully paid and non-assessable shares of Common Stock. The conversion price shall be the average closing price over the 10 trading days ending on the date of conversion.

The conversion price (as adjusted, the “**Conversion Price**”) shall equal the greater of the average VWAP over the ten (10) Trading Day period prior to the conversion date; or (b) \$0.70 (the “**Floor Price**”). Notwithstanding anything to the contrary contained in this Note the Lender and the Borrower agree that the total cumulative number of Common Shares issued to Lender hereunder together with all other Transaction Documents may not exceed the requirements of Nasdaq Listing Rule 5635(d) (“**Nasdaq 19.99% Cap**”), except that such limitation will not apply following Shareholder Approval. If the Borrower is unable to obtain Shareholder Approval to issue Common Shares to the Lender in excess of the Nasdaq 19.99% Cap, any remaining outstanding balance of this Note must be repaid in cash at the request of the Lender.

9. **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.

10. MISCELLANEOUS.

10.2. **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.

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10.3. **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.

10.4. **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:

10.4.1. 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;

10.4.2. any waiver, consent, extension, indulgence or other action or inaction under or in respect of any such agreement or instrument or this Note;

10.4.3. 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

10.4.4. 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.

10.5. **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.

10.6. **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.

10.7. **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.

10.8. **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.

10.9. **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.

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10.10. **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.

10.11. **Jurisdiction; etc.** Borrower hereby consents that any action or proceeding against him be commenced and maintained in any court in Miami-Dade County Florida and Borrower agrees that the courts in Miami-Dade County Florida 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.

10.12. **Notices.** All notices from the Borrower to Lender and Lender to Borrower required or permitted by a provision of this Note shall be in writing and sent by registered or certified mail or nationally recognized overnight delivery service and addressed to the address set forth above.

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, delete, 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.

10.13. **Governing Law.** This Note shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflict of laws principles.

10.14. **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.

10.15. Adjustment Due to Stock Split by Borrower. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes Borrower shall: (i) subdivides outstanding shares of its Common Stock into a larger number of shares, or (ii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then in each case the number of shares and the price for any conversion under this Note shall be adjusted in alignment with, in accordance with, and by the same ratios or multipliers of, any such subdivision, split, reverse split set forth in items (i) and (ii) of this subsection.

[signature page follows]

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Borrower, intending to be legally bound, has duly executed and delivered this Note as of the day and year first above written.

BORROWER:

EzFill Holdings, Inc.

By: _____

Name: Yehuda Levy

Title: CEO

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GLOBAL AMENDMENT TO PROMISSORY NOTES

This GLOBAL AMENDMENT TO PROMISSORY NOTES (the “**Amendment**”) is dated effective as of January 17, 2024 (the “**Amendment Effective Date**”), by and between **EzFill Holdings, Inc.**, a Delaware Corporation (the “**Company**”) and **AJB Capital Investments, LLC**, a Delaware limited liability company (“**AJB**” and together with the Company, the “**Parties**”).

WHEREAS, the Company and AJB entered into and executed that certain Promissory Note, dated as of April 19, 2023 (the “**April 2023 Note**”), and as amended by that certain Amended and Restated Promissory Note, dated May 17, 2023 (the “**Amended and Restated Note**”); and

WHEREAS, on September 22, 2023, the Company issued to AJB an additional Promissory Note in a principal amount of up to \$600,000 (the “**September 2023 Note**”); and

WHEREAS, on October 13, 2023, the Company issued to AJB an additional Promissory Note in a principal amount of up to \$320,000 (the “**October 2023 Note**,” and together with the April 2023 Note, the Amended and Restated Note, the September 2023 Note, and the October 2023 Note, the “**Notes**”); and

WHEREAS, the Company and AJB would like to amend the Notes to change certain terms set forth in the Notes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. **Recitals.** The recitations set forth in the preamble of this Amendment are true and correct and incorporated herein by this reference.
2. **Capitalized Terms.** All capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Notes, except as otherwise specifically set forth herein.
3. **Conflicts.** In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment and the terms and provisions of the Notes, the terms and provisions of this Amendment shall control, but only to the extent of any such conflict or ambiguity.

4. **Amendment to Notes**

Section 1.2(a) of the Notes is hereby replaced with the following language:

Calculation of Conversion Price. Subject to the adjustments described herein, the conversion price (as adjusted, the “Conversion Price”) shall equal (x) until the date of the Shareholder Approval the greater of (a) \$1.23 (the “Nasdaq Minimum Price”), and (b) the lower of the average VWAP over the ten (10) Trading Day period either (i) ending on date of conversion of this Note or (ii) the date hereof and (y) following the date of the Shareholder Approval, the greater of the average VWAP over the ten (10) Trading Day period either (i) ending on date of conversion of this Note or (ii) \$0.70 (the “Floor Price”). For the avoidance of doubt, no conversion may be effected under this Note at a price per share less than the Floor Price, notwithstanding the receipt of Shareholder Approval. To the extent the Conversion Price of the Borrower’s Common Stock closes below the par value per share, the Borrower will take all steps necessary to solicit the consent of the stockholders to reduce the par value to the lowest value possible under law. The Borrower agrees to honor all conversions submitted pending this adjustment. If the shares of the Borrower’s Common Stock have not been delivered within three (3) business days to the Borrower or Borrower’s transfer agent, the Notice of Conversion may be rescinded. At any time after the Closing Date, if in the case that the Borrower’s Common Stock is not deliverable by DWAC (including if the Borrower’s transfer agent has a policy prohibiting or limiting delivery of shares of the Borrower’s Common Stock specified in a Notice of Conversion), an additional 10% discount will apply for all future conversions under all Notes until DWAC delivery becomes available. If in the case that the Borrower’s Common Stock is “chilled” for deposit into the DTC system and only eligible for clearing deposit, a 15% discount shall apply for all future conversions under all Note until such chill is lifted. Additionally, if the Borrower ceases to be a reporting company pursuant to the 1934 Act or if the Note cannot be converted into free trading shares after one hundred eighty-one (181) days from the Issue Date (other than as a result of the Holder’s status as an affiliate of the Company), an additional 15% discount will be attributed to the Conversion Price. “VWAP” shall mean the daily dollar volume-weighted average sale price for the Common Stock on the Trading Market on any particular Trading Day during the period beginning at 9:30 a.m., New York City Time (or such other time as the Trading Market publicly announces is the official open of trading), and ending at 4:00 p.m., New York City Time (or such other time as the Trading Market publicly announces is the official close of trading), as reported by Bloomberg through its “Volume at Price”, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the Trading Market. If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Borrower and the Holder. All such determinations of VWAP shall be appropriately and equitably adjusted in accordance with the provisions set forth herein for any stock dividend, stock split, stock combination or other similar transaction occurring during any period used to determine the Market Price (or other period utilizing VWAPs). “Trading Day” shall mean any day on which the Common Stock is tradable for any period on the Trading Market. “Trading Market” shall mean the Nasdaq Capital Market or on any other principal securities exchange or other securities market on which the Common Stock is then being traded. The Borrower shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. Holder shall be entitled to deduct \$500.00 from the conversion amount in each Notice of Conversion to cover Holder’s deposit fees associated with each Notice of Conversion.

While this Note is outstanding, each time any 3rd party has the right to convert monies owed to that 3rd party (or receive shares pursuant to a settlement or otherwise), including but not limited to under Section 3(a)(9) and Section 3(a)(10), at a discount to market greater than the Conversion Price in effect at that time (prior to all other applicable adjustments in the Note), but excluding any 3rd party loans that are already outstanding on the Issue Date, then the Holder, in Holder’s sole discretion, may utilize such greater discount percentage (prior to all applicable adjustments in this Note) until this Note is no longer outstanding. While this Note is outstanding, each time any 3rd party has a look back period greater than the look back period in effect under the Note at that time, including but not limited to under Section 3(a)(9) and Section 3(a)(10), excluding any 3rd party loans that are already outstanding on the Issue Date, then the Holder, in Holder’s sole discretion, may utilize such greater number of look back days until this Note is no longer outstanding. The Borrower shall give written notice to the Holder within one (1) business day of becoming aware of any event that could permit the Holder to make any adjustment described in the two immediately preceding sentences.

Section 1.6 of the Notes is hereby amended to read as follows:

Effect of Certain Events.

(a) **Effect of Merger, Consolidation, Etc.** At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III) or (ii) be treated pursuant to Section 1.6(c) hereof. “Person” shall mean any

individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Stock Split by Borrower. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes Borrower shall: (i) subdivides outstanding shares of its Common Stock into a larger number of shares, or (ii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then in each case the number of shares and the price for any conversion under this Note shall be adjusted in alignment with, in accordance with, and by the same ratios or multipliers of, any such subdivision, split, reverse split set forth in items (i) and (ii) of this subsection. Notwithstanding any reverse stock split, the Floor Price set forth in Section 1.2(a) shall not exceed \$2.10. If any reverse stock split by the Company would result in the Floor Price exceeding \$2.10, Holder may in its sole discretion (i) deem it to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III) or (ii) be treated pursuant to Section 1.6(b) hereof.

(c) Adjustment Due to Merger, Consolidation, Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, fifteen (15) days prior written notice (but in any event at least ten (10) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

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(d) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(e) Adjustment Due to Dilutive Issuance. If, at any time when any Notes are issued and outstanding, the Borrower issues or sells, or in accordance with this Section 1.6(d) hereof is deemed to have issued or sold, and any shares issued under conversion or exercise of 3rd party securities that are already outstanding on the Issue Date, any shares of Common Stock for a consideration per share (before deduction of reasonable expenses or commissions or underwriting discounts or allowances in connection therewith) less than the Conversion Price in effect on the date of such issuance (or deemed issuance) of such shares of Common Stock (a "Dilutive Issuance"), then immediately upon the Dilutive Issuance, the Conversion Price will be reduced to the amount of the consideration per share received by the Borrower in such Dilutive Issuance.

The Borrower shall be deemed to have issued or sold shares of Common Stock if the Borrower in any manner issues or grants any warrants, rights or options (not including employee stock option plans), whether or not immediately exercisable, to subscribe for or to purchase Common Stock or other securities convertible into or exchangeable for Common Stock ("Convertible Securities") (such warrants, rights and options to purchase Common Stock or Convertible Securities are hereinafter referred to as "Options") and the price per share for which Common Stock is issuable upon the exercise of such Options is less than the Conversion Price then in effect, then the Conversion Price shall be equal to such price per share. For purposes of the preceding sentence, the "price per share for which Common Stock is issuable upon the exercise of such Options" is determined by dividing (i) the total amount, if any, received or receivable by the Borrower as consideration for the issuance or granting of all such Options, plus the minimum aggregate amount of additional consideration, if any, payable to the Borrower upon the exercise of all such Options, plus, in the case of Convertible Securities issuable upon the exercise of such Options, the minimum aggregate amount of additional consideration payable upon the conversion or exchange thereof at the time such Convertible Securities first become convertible or exchangeable, by (ii) the maximum total number of shares of Common Stock issuable upon the exercise of all such Options (assuming full conversion of Convertible Securities, if applicable). No further adjustment to the Conversion Price will be made upon the actual issuance of such Common Stock upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon exercise of such Options.

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Additionally, the Borrower shall be deemed to have issued or sold shares of Common Stock if the Borrower in any manner issues or sells any Convertible Securities, whether or not immediately convertible, and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price then in effect, then the Conversion Price shall be equal to such price per share. For the purposes of the preceding sentence, the "price per share for which Common Stock is issuable upon such conversion or exchange" is determined by dividing (i) the total amount, if any, received or receivable by the Borrower as consideration for the issuance or sale of all such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Borrower upon the conversion or exchange thereof at the time such Convertible Securities first become convertible or exchangeable, by (ii) the maximum total number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. No further adjustment to the Conversion Price will be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(f) Purchase Rights. If, at any time when any Notes are issued and outstanding, the Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock, then the Holder of this Note will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(g) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

6. Extension. The Maturity Date of both the September 2023 Note and the October 2023 Note shall be extended until April 19, 2024. Notwithstanding: (i) if the Borrower conducts a capital raise of \$10 million or above the September 2023 Note shall be repaid with the proceeds of such capital raise; and (ii) if the Borrower conducts a capital raise of \$15 million or above both the September 2023 Note and the October 2023 Note shall be repaid with the proceeds of such capital raise.

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7. Extension Fee. It is agreed that the number of shares of Common Stock issuable to Holder for the extension under this Amendment shall be 180,000 shares (the "Extension Shares"). Upon request by the Holder, the Company shall instruct its transfer agent (the "Transfer Agent") to issue from time to time following Closing certificate(s) or book entry statement(s) for an aggregate amount of 180,000 shares of Common Stock, such that the Holder shall never be in possession of an amount of Common Stock greater than 9.99% of the issued and outstanding Common Stock of the Company; provided, however that (i) this ownership restriction described in this Section may be waived by Holder, in whole or in part, upon 61 days' prior written notice, (ii) the Company shall not issue such shares until such time as Holder's ownership is less than 9.99%, or (iii) upon request by Holder, the Company shall issue pre-funded warrants providing the Holder with the same economic benefits as if the shares had been issued to it. In the event any certificate or book entry statement representing the Extension Shares issuable hereunder shall not be delivered to the Holder within one (1) Business Day following any request hereunder, the same shall be an immediate default under this Agreement, the Note, and any other documents or agreements executed in connection with the transactions contemplated hereunder (the "Transaction Documents"). The Extension Shares, when issued, shall be deemed to be validly issued, fully paid, and non-assessable shares of the Company's Common Stock. The Extension Shares shall be deemed fully earned as of the date hereof.

8. Not a Novation. This Amendment is a modification of the Notes only and not a novation.

9. Effect on Notes and Transaction Documents. Except as expressly amended by this Amendment, all of the terms and provisions of the Notes and the Transaction Documents shall remain and continue in full force and effect after the execution of this Amendment, are hereby ratified and confirmed, and incorporated herein by this reference.

10. Execution. This Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Amendment. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

AJB CAPITAL INVESTMENTS, LLC

By: _____
Name:
Title:

EZFILL HOLDINGS, INC.

By: _____
Name: Yehuda Levy
Title: Interim Chief Executive Officer

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