

**State Tax Credit Addendum
7-Eleven Franchise**

This State Tax Credit Addendum ("Addendum") to the Client Services Agreement ("Agreement") between Neon Workforce Technologies, Inc. d/b/a TaxBreak, an Alabama corporation, located at PO Box 8427, Gadsden, AL 35902 ("TaxBreak") and

_____, a _____ corporation, located at _____ ("Client") dated _____ is effective as of the effective date of the Agreement between the Parties. **Client** and **TaxBreak** are referred to herein from time to time individually as "**Party**" and collectively as "**Parties.**"

1. Expanded Scope of Engagement. The **Parties** are desirous of extending the scope of services provided under the Agreement to include certain services relating to state tax credits on the same terms and conditions as those provided in the Agreement. During the term of this Addendum, the Parties agree that **TaxBreak** will have the exclusive right to perform the outlined services at all existing or future qualifying locations operated by **Client**. **TaxBreak** agrees to diligently pursue all state tax incentives and credits for **Client** as allowed by the state tax credit program.

2. State Hiring Credits.

- a. **TaxBreak** will assist **Client** in the screening of new or prospective employees for eligibility for hiring credits.
- b. **TaxBreak** will provide **Client** with a spreadsheet, outlining the credits **identified** for specific **Client** employees.
- c. **TaxBreak** will provide appropriate documentation for **Client's** use in filing its tax returns but is not responsible for preparing or filing any returns on behalf of **Client**.
- d. **TaxBreak** will make itself reasonably available to answer questions or assist in any audit to the extent that it relates to tax credits initiated by **TaxBreak**.

3. Additional Fees. In addition to the fees set forth in the Agreement, **Client** will pay the following to **TaxBreak** for services rendered under this Addendum:

- a. A fee for each state enterprise zone employee submitted for approval may apply (fees vary depending on the local enterprise zone state agency).
- b. An additional sum of 13% of calculated state tax credits found in any tax year.
- c. A late fee of 1.5% per month on any fees unpaid for more than 90 days.

4. Relationship between Addendum and Agreement. Except as expressly set forth in this Addendum, the services provided hereunder will be subject to the same terms and conditions set forth in the Agreement. This Addendum does not alter, revise, modify or amend the Agreement in any respect except as specifically set forth above. All terms and conditions of the Agreement not expressly modified or amended herein remain unchanged and in full force and effect.

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

Neon Workforce Technologies, Inc. d/b/a TaxBreak _____

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____