

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

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

December 7, 2009
Date of Report (Date of earliest event reported)

Car Charging Group, Inc.
(Exact name of Registrant as specified in its charter)

Nevada	333-149784	[●]
(State or other jurisdiction Identification No.)	(Commission File Number)	(IRS Employer Identification No.)

1691 Michigan Avenue, Suite 425
Miami Beach, Florida 33139
(Address of principal executive offices) (Zip Code)

(305) 521-0200
(Registrant's telephone number, including area code)

New Image Concepts, Inc.
2019 Delaware Avenue
Santa Monica, CA 90404
(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 (17CFR240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS AND INFORMATION

This Current Report on Form 8-K (this “Report”), the other reports, statements, and information that we have previously filed or that we may subsequently file with the Securities and Exchange Commission (the “SEC”), and public announcements that we have previously made or may subsequently make include, may include or may incorporate by reference certain statements that may be deemed to be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and are intended to enjoy the benefits of that act. Unless the context is otherwise, the forward-looking statements included or incorporated by reference in this Report and those reports, statements, information and announcements address activities, events or developments that New Image Concepts, Inc., a Nevada corporation (herein after referred to as “we,” “us,” “our,” or “our Company” unless context otherwise requires) expects or anticipates, will or may occur in the future. Any statements in this Report about expectations, beliefs, plans, objectives, assumptions or future events or performance are not historical facts and are forward-looking statements. These statements are often, but not always, made through the use of words or phrases such as “may,” “should,” “could,” “predict,” “potential,” “believe,” “will likely result,” “expect,” “will continue,” “anticipate,” “seek,” “estimate,” “intend,” “plan,” “projection,” “would” and “outlook,” and similar expressions. Accordingly, these statements involve estimates, assumptions and uncertainties, which could cause actual results to differ materially from those expressed in them. Any forward-looking statements are qualified in their entirety by reference to the factors discussed throughout this Report. All forward-looking statements concerning economic conditions, rates of growth, rates of income or values as may be included in this document are based on information available to us on the dates noted, and we assume no obligation to update any such forward-looking statements. It is important to note that our actual results may differ materially from those in such forward-looking statements due to fluctuations in interest rates, inflation, government regulations, economic conditions and competitive product and pricing pressures in the geographic and business areas in which we conduct operations, including our plans, objectives, expectations and intentions and other factors discussed elsewhere in this Report.

The risk factors referred to in this Report could materially and adversely affect our business, financial conditions and results of operations and cause actual results or outcomes to differ materially from those expressed in any forward-looking statements made by us, and you should not place undue reliance on any such forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made and we do not undertake any obligation to update any forward-looking statement or statements to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. The risks and uncertainties described below are not the only ones we face. New factors emerge from time to time, and it is not possible for us to predict which will arise. There may be additional risks not presently known to us or that we currently believe are immaterial to our business. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. *If any such risks occur, our business, operating results, liquidity and financial condition could be materially affected in an adverse manner. Under such circumstances, you may lose all or part of your investment.*

The industry and market data contained in this Report are based either on our management’s own estimates or, where indicated, independent industry publications, reports by governmental agencies or market research firms or other published independent sources and, in each case, are believed by our management to be reasonable estimates. However, industry and market data is subject to change and cannot always be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey of market shares. We have not independently verified market and industry data from third-party sources. In addition, consumption patterns and customer preferences can and do change. As a result, you should be aware that market share, ranking and other similar data set forth herein, and estimates and beliefs based on such data, may not be verifiable or reliable.

Item 1.01 Entry Into Material Definitive Agreement

Share Exchange Agreement

As more fully described in Item 2.01 below, on December 7, 2009, we entered into a Share Exchange Agreement (the "Share Exchange Agreement") by and between New Image Concepts, Inc., a Nevada corporation (the "Company") and Car Charging, Inc., a Delaware corporation ("Car Charging"). The closing of the transaction (the "Closing") took place on December 7, 2009 (the "Closing Date").

At Closing, pursuant to the majority consent of our board of directors and shareholders, we (i) approved an amendment to our Articles of Incorporation changing our name to Car Charging Group, Inc.; and (ii) approved the authorization of 20,000,000 shares of preferred stock of the Company. Additionally, we filed a Certificate of Designation with the state of Nevada designating rights to the authorized preferred stock of the Company (the "Series A Convertible Preferred Stock"), attached hereto as Exhibit 3.2.

Pursuant to the Share Exchange Agreement, we issued 50,000,000 shares of our common stock to the shareholders of Car Charging, representing 66.8% of the Company's issued and outstanding stock and 10,000,000 Series A Convertible Preferred Stock, which is more fully discussed in Item 2.01 of this Current Report.

This transaction is more fully discussed in Item 2.01 of this Current Report. This brief discussion is qualified by reference to the provisions of the Share Exchange Agreement which is attached in full to this Current Report as Exhibit 2.1.

Financing Transaction

In connection with the closing of the Share Exchange Agreement, on December 7, 2009, we entered into a Subscription Agreement for the sale of units of securities of the Company aggregating \$920,000 (the "Subscription Agreement"), attached hereto as Exhibit 4.1. Each unit of securities consist of: one (1) share of Company common stock, \$0.001 par value per share (the "Common Stock"); and (ii) a Class A warrant (the "Warrant") to purchase an additional number of shares equal to 100% of the Common Stock with an exercise price of \$0.60/share. The purchase price is \$0.30 per unit. The Subscription Agreement and Warrant shall be referred to as the "Financing Documents."

The financing closed simultaneously with the Share Exchange Agreement and the Company issued 3,066,665 shares of common stock and warrants to the subscribers (collectively, the "Investors").

Item 2.01 Completion of Acquisition and Disposition of Assets

CLOSING OF SHARE EXCHANGE AGREEMENT

On the Closing Date, pursuant to the Share Exchange Agreement, the shareholders of Car Charging exchanged 1,000 shares of common stock of Car Charging, representing 100% of the issued and outstanding stock of Car Charging, for: (i) 50,000,000 newly issued shares of the Company's common stock, par value \$0.001 per share, representing 66.8% of the Company's issued and outstanding common stock; and (ii) 10,000,000 shares of our Series A Convertible Preferred Stock.

Simultaneous to the Closing and pursuant to the majority consent of the Company's board of directors and shareholders, the Company changed its name to Car Charging Group, Inc. and approved the authorization of 20,000,000 shares of preferred stock of the Company and approved a 6.6-for-1 forward split of our common stock, which was declared effective by FINRA on October 22, 2009.

Pursuant to the terms of the Share Exchange Agreement, Belen Flores agreed to cancel 277,200,000 shares of the Company's common stock held in her name.

Additionally, simultaneous to the Closing, we closed on a financing transaction in the aggregate amount of \$920,000 and issued 3,066,665 shares of common stock and warrants to be exercised into 3,066,665 shares of common stock to certain accredited investors.

As more fully described in Item 5.02 below, on the Closing Date, Belen Flores, the sole officer and director of the Company, resigned from all positions held and we simultaneously appointed executive officers and three members of the Board of Directors of the Company. The Board of Directors now consists of three members, each serving terms until a vote can take place at the next annual meeting of the Company, pursuant to the By-laws of the Company.

BUSINESS

General

We intend to be an owner, provider and servicer of electric car charging stations to building owners, parking garages, municipalities, sporting venues (e.g. football and baseball stadiums, as well as basketball and hockey arenas) and ultimately to provide the ability for the EV owner to have charging services in public areas on our network. Our Company provides and installs car charging stations at public locations at no cost to the landowner. Further, our Company is able to facilitate the purchase of a car charging station through our subsidiary, eCharging Stations, LLC. We anticipate such sales will generate continuous income for our Company. We plan on subcontracting to certain approved local vendors the actual installation work and maintenance of the charging stations.

While the electric vehicle industry is still in a developmental phase, our Company firmly believes that it is important to be at the forefront of infrastructure development of the industry. In order for electric vehicles to become a mainstream reality, charging stations need to be in place and readily available.

We will derive our main source of revenue from shared fees in connection with providing all necessary electric car charging services. As deregulation of electricity continues to take place throughout the country, and the continued proliferation of alternative fuel methods comes to fruition, we will be in a greater position to capitalize on those opportunities.

Car Charging Groups' corporate offices are located in Miami Beach, Florida. We will initially launch our service in the south Florida market with the intent to expand both nationally and internationally over time.

We will maintain our principal offices at 1691 Michigan Avenue, Suite 425, Miami Beach, Florida, 33139. Our telephone number is (305) 521-0200.

Industry Overview

At the start of the 20th century, electricity generally cost over \$0.20 per kwh, and could be as high as \$0.40. Gasoline could be purchased for \$0.05 cents a gallon. In Canada in 1999, electricity costs were \$0.10 (CDN) per kwh (about 25% of its price a century ago) and gasoline was \$0.70 (CDN) per litre - more than \$2.00 per gallon (50 times its price a century ago). More important than the price was the appearance of the required infrastructure – gasoline stations.

Before 1898, finding gasoline for a car was an adventure in itself. By 1905, many general stores, carriage shops, smithies and even liverys were keeping large cans of gasoline on-hand to fuel the few gasoline cars that came by. Business in gasoline was not brisk initially, but it was lucrative - those that could afford the cars could afford to pay a premium for the gasoline. In 1905, 86% of the cars sold in the U.S. were powered by gasoline; electric and steam automobiles carried about 7% of the market each.

By 1920, the gasoline pumps were prevalent throughout North America, before electrification became a national initiative in Canada or the United States, and long before the standardized and interconnected electrical grid that we take for granted today was in place. According to Chevron, they built the first gasoline station in the United States in 1913, which started a boom in the building of these facilities until they were ubiquitous throughout the United States by 1920. In 1916 alone, over 200 petroleum companies were established in the United States, which coincides neatly with the decline of the electric car.

Electrical recharging facilities were not nearly as common. Many “service stations” would not have had access to an electrical grid at the turn of the century. Even if they did, the electric cars did not use standard voltages, which made it expensive to buy the equipment to recharge cars of different voltages.

Why has the electric vehicle industry come back to life over the last 3-7 years? For starters, environmental awareness as we know it today was non-existent a century ago. In addition, the price of gasoline has continued to rise, and electricity is simply a more affordable option. Most experts agree that what hindered the electrical vehicle industry years ago was cheap and readily available gasoline, as opposed to expensive electricity and a fragmented electrical generating industry and distribution network.

In recent years, the costs of gasoline and electricity have reversed directions. More importantly, there has been a concerted effort on the part of big businesses to bring electrical vehicles and the ease of recharging them to main stream America. Almost all of the major car manufacturers have committed to the electric vehicle industry going forward. General Motors, Ford, Chrysler, Nissan, Honda, Mercedes, Tesla, and Fisker are just some examples of the car manufactures committed to making the electric vehicle industry a reality. Concurrently, major utility companies are all working on their infrastructure to make it easier to charge an electric vehicle. The financial commitments that have been made and that will continue to be made over the coming years suggests that this time around, the electric vehicle will become a real and viable option to car buyers.

The last and most important reason why the electric vehicle has come back to life is the unprecedented loans and grants that both

the US Government, as well as many other governments, have made to both small and big businesses. Whether it is for the actual manufacturing of a new car, or to startup companies looking to capitalize on new infrastructure technologies, governments have committed to spending billions of dollars to see that the electric vehicle industry as a whole will succeed. Recently, the Fisker Auto Company received a \$529M loan from the US Government to help build a hybrid sports car.

The Ford Motor company was awarded a \$5.9 billion loan in June of this year. Tesla Motors, Silicon Valley's electric car manufacturer, received a \$465 million loan. All of the aforementioned loans came from the US Government's \$25 billion program to be used solely for development of electric/plug-in hybrid vehicles.

The government of France announced they will spend \$2.2 billion to build a network of charging stations. Beyond that, France is putting the burden on building owners. The government is making the installation of charging stations mandatory in office parking lots by 2015 and any new apartment buildings with parking lots must host charging stations by 2012, and we anticipate that other governments will follow their lead.

Products and Services:

Our product line consists of the CT1000 and CT2000 families of the ChargePoint Networked Charging Stations, manufactured by Coulomb Technologies, which are specifically designed for the North American market. The CT1000 family of charging stations supports Level 1 (120V @ 16A) charging. The CT2000 family of charging stations supports both Level 1 and Level 2 (208/240V @ 30A) charging.

The ChargePoint Networked Charging Stations combined with the ChargePoint Network Operating System (NOS) form a smart charging infrastructure for plug-in electric vehicles called the ChargePoint Network.

Although we are not exclusively using Coulomb's charging stations, we believe they are at the forefront of the electric vehicle charging station market. Strategically, it makes the most sense to be aligned with their devices and infrastructure. As the market continues to mature, we intend to upgrade when new technologies become available.

Competition

The Electric vehicle manufacturing marketplace is made up of a variety of major automotive companies as well as eTec (Electric Transportation Engineering Corporation), a subsidiary of ECOTality (OTCBB: ETLE), and is focused on the research, development and testing of advanced transportation and energy systems. eTec manufactures the Minit-Charger line of fast-charge systems for airport ground support equipment, material handling equipment, transit vehicles (buses) and light duty passenger cars. The Minit-Charge technology can provide a meaningful charge for an electric vehicle in approximately 15 minutes. eTec has been involved with the electric vehicle initiative in North America since the 1990's.

Shorepower Technologies is in the business of deploying Electrified Parking Spaces (EPS) across North America. Shorepower provides EPS for Truck Stop Electrification (TSE) as well as electric vehicles and plug-in hybrid electric vehicles. Shorepower TSE allows truck drivers to turn off their engines and plug into all weather electrical and communication outlets during mandatory rest periods. This reduces fuel costs, toxic exhaust emissions, maintenance costs and provides a better night's rest. Shorepower has currently installed a number of electric vehicle charging stations for Portland General Electric (PGE) in the Portland city areas.

SolarCity is one of the nation's leading full-service solar panel provider for homeowners, businesses and government organizations and the first company to provide solar power system design, financing, installation and monitoring services from a single source. SolarCity provides custom solar panel installation in California, Arizona and Oregon to private homes, businesses and government buildings. In September of this year, SolarCity announced that it will partner with a California Rabobank, N.A., to create a solar-power, fast-charge electric car charging corridor which will include four locations between San Francisco and Los Angeles. The SolarCity owned and operated corridor is being built in cooperation with electric vehicle manufacturer Tesla Motors.

Better Place is a company developing the technology and working on the deployment of a network of battery charging stations and battery switch stations. Better Place is building its first electric vehicle network in Israel. Better Place has also announced an agreement with Renault-Nissan where they will develop an electric vehicle with the capacity to have its battery removed and swapped through the better place switching stations being developed.

AeroVironment, Inc. is one of the leading suppliers of fast charge systems for industrial electric vehicles such as forklifts, airport ground support vehicles, short-haul trucks, and automated guided vehicles. AV is working on applying this same technology to help build the infrastructure to make the next generation of passenger and utility electric vehicles a reality.

The competitive landscape in the development of a national or regional electric vehicle infrastructure is young and still fragmented. No clear leader or leaders have emerged and the marketplace is still in its infancy, leaving room for new arrivals to ascend. However, the terrain is such that competitors may quickly become complimentary to one another, allowing for greater mobility and enhanced driving distance for the electric vehicle operator through the ability to charge at different owned charging stations. This in turn will work towards further acceptance of electric vehicles, bringing additional revenue to all these companies and allowing the infrastructure to grow. Furthermore, because Car Charging is in the business of securing and owning Car

Charging stations and not developing the technology behind the chargers, competitors may become partners if and when Car Charging seeks new chargers to equip additional charging stations with as the technology further develops.

Location and Facilities

We currently lease an office facility in Miami Beach, Florida. Upon obtaining the necessary funds we hope to acquire a sufficient facility for our future operations.

Outlook

When evaluating our future, we believe the most important consideration is the number of locations we sign up to install charging stations. We could sign up a 600 spot parking garage, but only install one charging station upon the signing of our contract. What that location now represents to us as a company is 599 other potential charging locations that represent future revenues to us. We will have minimum capital needs to secure locations, and will only spend as the market warrants. Through the use of technology, we will be able to monitor the usage of the charging stations. As the market develops, we can increase the number of charging stations per location.

Target Markets

We are launching our business in the State of Florida while exploring expansion opportunities. Our goal is to expand nationally and internationally in conjunction with the demand for our service.

Employees

Currently, there are three employees.

Legal Proceedings

In the normal course of our business, we may periodically become subject to various lawsuits. However, there are currently no legal actions pending against us nor, to our knowledge, are any such proceedings contemplated.

Material Contracts

On September 25, 2009 (the "Date of Issuance"), Car Charging, Inc. issued two secured convertible promissory notes to both Ze'evi Group, Inc. and Paradox Capital Partners, LLC (the "Holders"), each in the amount of \$50,000 (the "Secured Convertible Promissory Notes"). The Secured Convertible Promissory Notes have a maturity date of September 24, 2011 and have an annual interest rate of six percent (6%) per annum. The Holders have the right from and after the Date of Issuance, and until any time until the Secured Convertible Promissory Notes are fully paid, to convert any outstanding and unpaid principal portion of the Secured Convertible Promissory Notes, and accrued interest, into fully paid and nonassessable shares of Common Stock. The Secured Convertible Promissory Notes have a fixed conversion price of \$.0025. Pursuant to the close of the reverse merger contemplated simultaneously with the Closing of this Offering, the Secured Convertible Promissory Notes will be exchanged for promissory notes from Car Charging Group, Inc., with the same rights and privileges as the Secured Convertible Promissory Notes.

RISK FACTORS

The common shares offered are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose their entire investment. Accordingly, prospective investors should carefully consider, along with other matters referred to herein, the following risk factors in evaluating our business before purchasing any common shares. This Memorandum contains forward-looking statements which involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth in the following risk factors and elsewhere in this Memorandum.

Risks Relating to Our Business

WE HAVE A LIMITED OPERATING HISTORY THAT YOU CAN USE TO EVALUATE US, AND THE LIKELIHOOD OF OUR SUCCESS MUST BE CONSIDERED IN LIGHT OF THE PROBLEMS, EXPENSES, DIFFICULTIES, COMPLICATIONS AND DELAYS FREQUENTLY ENCOUNTERED BY A SMALL DEVELOPING COMPANY.

We were incorporated in Nevada in September 2006. We have no significant assets or financial resources. The likelihood of our success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered by a small developing company starting a new business enterprise and the highly competitive environment in which we will operate. Since we have a limited operating history, we cannot assure you that our business will be profitable or that we will ever generate sufficient revenues to meet our expenses and support our anticipated activities.

WE NEED TO MANAGE GROWTH IN OPERATIONS TO MAXIMIZE OUR POTENTIAL GROWTH AND ACHIEVE OUR EXPECTED REVENUES AND OUR FAILURE TO MANAGE GROWTH WILL CAUSE A DISRUPTION OF OUR OPERATIONS RESULTING IN THE FAILURE TO GENERATE REVENUE.

In order to maximize potential growth in our current and potential markets, we believe that we must expand our marketing operations. This expansion will place a significant strain on our management and our operational, accounting, and information systems. We expect that we will need to continue to improve our financial controls, operating procedures, and management information systems. We will also need to effectively train, motivate, and manage our employees. Our failure to manage our growth could disrupt our operations and ultimately prevent us from generating the revenues we expect.

In order to achieve the above mentioned targets, the general strategies of our company are to maintain and search for hard-working employees who have innovative initiatives; on the other hands, our company will also keep a close eye on expanding opportunities.

IF WE NEED ADDITIONAL CAPITAL TO FUND OUR GROWING OPERATIONS, WE MAY NOT BE ABLE TO OBTAIN SUFFICIENT CAPITAL AND MAY BE FORCED TO LIMIT THE SCOPE OF OUR OPERATIONS.

If adequate additional financing is not available on reasonable terms, we may not be able to undertake expansion, continue our marketing efforts and we would have to modify our business plans accordingly. There is no assurance that additional financing will be available to us.

In connection with our growth strategies, we may experience increased capital needs and accordingly, we may not have sufficient capital to fund our future operations without additional capital investments. Our capital needs will depend on numerous factors, including (i) our profitability; (ii) the release of competitive products by our competition; (iii) the level of our investment in research and development; and (iv) the amount of our capital expenditures, including acquisitions. We cannot assure you that we will be able to obtain capital in the future to meet our needs.

Even if we do find a source of additional capital, we may not be able to negotiate terms and conditions for receiving the additional capital that are acceptable to us. Any future capital investments could dilute or otherwise materially and adversely affect the holdings or rights of our existing shareholders. In addition, new equity or convertible debt securities issued by us to obtain financing could have rights, preferences and privileges senior to our common stock. We cannot give you any assurance that any additional financing will be available to us, or if available, will be on terms favorable to us.

NEED FOR ADDITIONAL EMPLOYEES.

The Company's future success also depends upon its continuing ability to attract and retain highly qualified personnel. Expansion of the Company's business and the management and operation of the Company will require additional managers and employees with industry experience, and the success of the Company will be highly dependent on the Company's ability to attract and retain skilled management personnel and other employees. Competition for such personnel is intense. There can be no assurance that the Company will be able to attract or retain highly qualified personnel. Competition for skilled personnel in our industry is significant. This competition may make it more difficult and expensive to attract, hire and retain qualified managers and employees. The Company's inability to attract skilled management personnel and other employees as needed could have a material adverse effect on the Company's business, operating results and financial condition. The Company's arrangement with its current employees is at will, meaning its employees may voluntarily terminate their employment at any time. The Company anticipates that the use of stock options, restricted stock grants, stock appreciation rights, and phantom stock awards will be valuable in attracting and retaining qualified personnel. However, the effects of such plan cannot be certain.

OUR FUTURE SUCCESS IS DEPENDENT, IN PART, ON THE PERFORMANCE AND CONTINUED SERVICE OF OUR OFFICERS.

We are presently dependent to a great extent upon the experience, abilities and continued services of Andy Kinard and Richard Adeline, our management team. The loss of services of Mr. Kinard or Mr. Adeline could have a material adverse effect on our business, financial condition or results of operation.

WE ARE IN AN INTENSELY COMPETITIVE INDUSTRY AND THERE CAN BE NO ASSURANCE THAT WE WILL BE ABLE TO COMPETE WITH OUR COMPETITORS WHO MAY HAVE GREATER RESOURCES.

The Company could face strong competition within the local area by competitors in the alternative financial services industry who could duplicate the model. These competitors may have substantially greater financial resources and marketing, development and other capabilities than the Company. In addition, there are very few barriers to enter into the market for our services. There can be no assurance, therefore, that any of our competitors, many of whom have far greater resources will not independently develop services that are substantially equivalent or superior to our services. Therefore, an investment in the

Company is very risky and speculative due to the competitive environment in which the Company intends to operate.

OUR FUTURE SUCCESS IS DEPENDENT UPON THE FUTURE GENERATION OF A MARKET FOR OUR SERVICE

The Company currently remains and will continue to remain in a position of dependence on the creation and sustainability of the electric car market. While a vast majority of the major car manufacturers have made strong financial commitments to the electric vehicle industry going forward, there is no guaranty that the industry will become viable. Without a fleet of electric vehicles on the road needing recharging, there exists no opportunity for the Company to provide its intended service. Therefore, an investment in the Company is very risky and speculative due to the uncertain future of the electric vehicle market.

OUR FUTURE SUCCESS IS DEPENDENT UPON OUR ABILITY TO PROTECT OUR INTELLECTUAL PROPERTY.

The Company may not be able to protect unauthorized use of its intellectual property and take appropriate steps to enforce its rights. Although management does not believe that its services infringes on the intellectual rights of others, there is no assurance that the Company may not be the target of infringement or other claims. Such claims, even if not true, could result in significant legal and other costs associated and may be a distraction to management. We plan to rely on a combination of copyright, trade secret, trademark laws and non-disclosure and other contractual provisions to protect our proprietary rights. We use and intend to use the trademark “Car Charging” name and logo. We intend to file federal trademark applications for “Car Charging” and to secure the Internet trade domain “carcharging.com” and related logo. There can be no assurance that the registrations applied for will be accepted. Because the policing of intellectual and intangible rights may be difficult and the ideas and other aspects underlying our business model may not in all cases be protectable under intellectual property laws, there can be assurance that we can prevent competitors from marketing the same or similar products and services.

Risks Associated with Our Shares of Common Stock

BROAD DISCRETION OF MANAGEMENT TO USE OF PROCEEDS.

The Company’s management will have broad discretion with respect to the expenditure of the net proceeds of this Offering. Accordingly, Subscribers will be entrusting their funds to the Company’s management, upon whose judgment they must depend, with limited information concerning the specific working capital requirements and general corporate purposes to which the funds will be ultimately applied.

RESTRICTED SECURITIES; LIMITED TRANSFERABILITY.

Purchase of the Securities should be considered a long-term, illiquid investment. The Securities have not been registered under the Act, are being offered by reason of a specific exemption from registration and are “restricted securities” under Rule 144 promulgated under the Act, and cannot be sold without registration under the Act or any exemption from registration. In addition, the Securities will not be registered under any state securities laws that would permit their transfer. Because of these restrictions and the absence of a trading market for the Securities, a Subscriber will likely be unable to liquidate an investment even though other personal financial circumstances would dictate such liquidation.

THE OFFERING PRICE OF THE SECURITIES WAS ARBITRARILY DETERMINED, AND THEREFORE SHOULD NOT BE USED AS AN INDICATOR OF THE FUTURE MARKET PRICE OF THE SECURITIES. THEREFORE, THE OFFERING PRICE BEARS NO RELATIONSHIP TO THE ACTUAL VALUE OF THE COMPANY, AND MAY MAKE OUR SECURITIES DIFFICULT TO SELL.

The offering price for the Common Stock was arbitrarily determined. The facts considered in determining the offering price were our financial condition and prospects, our limited operating history and the general condition of the securities market. The offering price is not an indication of and is not based upon the actual value of our company. The offering price bears no relationship to the book value, assets or earnings of our company or any other recognized criteria of value. The offering price should not be regarded as an indicator of the future market price of the Securities.

IF WE FAIL TO ESTABLISH AND MAINTAIN AN EFFECTIVE SYSTEM OF INTERNAL CONTROL, WE MAY NOT BE ABLE TO REPORT OUR FINANCIAL RESULTS ACCURATELY OR TO PREVENT FRAUD. ANY INABILITY TO REPORT AND FILE OUR FINANCIAL RESULTS ACCURATELY AND TIMELY COULD HARM OUR REPUTATION AND ADVERSELY IMPACT THE TRADING PRICE OF OUR COMMON STOCK.

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business and reputation with investors may be harmed. As a result, our small size and any current internal control deficiencies may adversely affect our financial condition, results of operation and access to capital. We have not performed an in-depth analysis to determine if in the past un-discovered failures of internal controls exist, and may in the future discover areas of our internal control that need improvement.

OUR SHARES OF COMMON STOCK ARE VERY THINLY TRADED, AND THE PRICE MAY NOT REFLECT OUR VALUE AND THERE CAN BE NO ASSURANCE THAT THERE WILL BE AN ACTIVE MARKET FOR OUR SHARES OF COMMON STOCK EITHER NOW OR IN THE FUTURE.

Our shares of common stock are very thinly traded, and the price if traded may not reflect our value. There can be no assurance that there will be an active market for our shares of common stock either now or in the future. The market liquidity will be dependent on the perception of our operating business and any steps that our management might take to bring us to the awareness of investors. There can be no assurance given that there will be any awareness generated. Consequently, investors may not be able to liquidate their investment or liquidate it at a price that reflects the value of the business. If a more active market should develop, the price may be highly volatile. Because there may be a low price for our shares of common stock, many brokerage firms may not be willing to effect transactions in the securities. Even if an investor finds a broker willing to effect a transaction in the shares of our common stock, the combination of brokerage commissions, transfer fees, taxes, if any, and any other selling costs may exceed the selling price. Further, many lending institutions will not permit the use of such shares of common stock as collateral for any loans.

MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes appearing elsewhere in this Report. This discussion and analysis may contain forward-looking statements based on assumptions about our future business. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including, but not limited to, those set forth under "Risk Factors" and elsewhere in this Report.

Forward-Looking Statements

This Report contains forward-looking statements. The forward-looking statements are contained principally in, but not limited to, the sections entitled "Risk Factors," "Management's Discussion and Analysis or Plan of Operation" and "Business." Forward-looking statements provide our current expectations or forecasts of future events. Forward-looking statements include statements about our expectations, beliefs, plans, objectives, intentions, assumptions and other statements that are not historical facts. Words or phrases such as "anticipate," "believe," "continue," "ongoing," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project" or similar words or phrases, or the negatives of those words or phrases, may identify forward-looking statements, but the absence of these words does not necessarily mean that a statement is not forward-looking.

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Our actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors described in the section entitled “Risk Factors” in this Report. Accordingly, you should not unduly rely on these forward-looking statements, which speak only as of the date of this Report.

Unless required by law, we undertake no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this Report or to reflect the occurrence of unanticipated events. You should, however, review the factors and risks we describe in the reports we will file from time to time with the SEC after the date of this Report.

Management cautions that these statements are qualified by their terms and/or important factors, many of which are outside of our control, and involve a number of risks, uncertainties and other factors that could cause actual results and events to differ materially from the statements made, including, but not limited to, the following:

- actual or anticipated fluctuations in our quarterly and annual operating results;
- actual or anticipated product constraints;
- decreased demand for our products resulting from changes in consumer preferences;
- product and services announcements by us or our competitors;
- loss of any of our key executives;
- regulatory announcements, proceedings or changes;
- announcements in the motorcycle community;
- competitive product developments;
- intellectual property and legal developments;
- mergers or strategic alliances in the motorcycle industry;
- any business combination we may propose or complete;
- any financing transactions we may propose or complete; or
- broader industry and market trends unrelated to its performance.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements.

Plan of Operation

The Company has not generated any revenue so it intends to report its plan of operation below. The ability of the Company to achieve its business objectives is contingent upon its success in raising additional capital until adequate revenues are realized from operations.

The Company, Car Charging, Inc., was incorporated during September, 2009, as a Delaware corporation. It immediately registered to do business in Florida. Our intent is to be a provider and servicer of electric car charging stations to building owners, parking garages, municipalities, sporting venues (e.g. football and baseball stadiums, as well as basketball and hockey arenas) and ultimately to provide the ability for the EV owner to have charging services in public areas on our network. Our Company provides and installs car charging stations at public locations at no cost to the landowner.

Such services will be in advance of and anticipates the manufacture and sale of electric vehicles to the general public, starting in the fall of 2010. Accordingly, the Company will provide a service whereby the public will be able to recharge their electric vehicles at convenient locations. To establish convenient locations, the Company intends to enter into partnership agreements with building owners, parking garages, municipalities and sporting venues.

Since its creation, the Company has selected and entered into a non – exclusive agreement with NovaCharge, LLC, a direct distributor of Coulomb Technologies Inc, a California manufacturer of electric car charging stations. It has also initiated negotiations with several large Florida municipalities to install electric car charging stations throughout their property, pursuant to a negotiated revenue sharing agreement.

During the coming year, the Company plans to enter into between 10 and 200 distribution and revenue sharing agreements with various entities and to install approximately 1000 devices.

The Company perceives the need to raise additional capital in the immediate future, in addition to the proceeds received from the Financing Transaction and capital provided from the Founders, in order to provide adequate operating capital to carry the Company’s operations through 2011, at which time when significant revenues are expected to be generated through operations.

The Company’s agreement with NovaCharge, LLC does not specify any minimum device purchase quantity, but does provide that the manufacturer will act as the administrator to deliver electricity and account for payment/collection directly from the

consumers and remittance of the service charges for use of the electric car charging stations to the Company.

The company continues to pursue sources of capital needed to acquire and install the EV devices. Such costs can vary depending on the installation location, but in the aggregate is anticipated aggregate to 8 Million Dollars in 2010.

Year ended December 31, 2010

Losses from operations during 2010 are estimated to accumulate to \$5,842,000 and will primarily consist of depreciation of installed EV charging devices of \$4,875,000, net of anticipated Federal EV credits of \$500,000; payroll expenses \$671,000, professional fees \$228,000; insurance \$75,000; rent \$71,000; electricity \$51,500; travel and promotion \$76,000.

Liquidity and Capital Resources

Despite capital contributions and sales, and both related party and third party loan commitments, the Company may, experience, cash flow shortages that can slow the Company's growth.

The Company has primarily financed its activities from sales of capital stock of the Company and from loans from related and third parties. A significant portion of the funds raised from the sale of capital stock will be used to cover working capital needs such as office expenses and various professional fees.

For the year ended December 31, 2010, we anticipate a net loss of \$5,842,000. Our accumulated deficit since inception is anticipated to be \$6,188,000. Such accumulated losses have resulted primarily from costs incurred in the purchase and installation of EV devices, payroll, promotion and professional expenses.

The Company's cash flow requirements during this period have been met by contributions of capital and debt financing. The Company anticipates that financing will be required until such time as the general public acquires electric vehicles and requires recharging facilities. Currently, the Company cannot determine when either will occur and as such the Company will need to obtain financing to cover its costs for the foreseeable future. No assurance can be given that these sources of financing will continue to be available. If the Company is unable to generate profits, or unable to obtain additional funds for its working capital needs, it may have to cease operations.

Investor Relations / Public Relations

Over the next twelve (12) months, the Company anticipates spending approximately one million dollars (\$1,000,000) for investor relations, public relations and brand awareness and marketing.

MANAGEMENT

Directors and Executive Officers

The following table sets forth, as of December 7, 2009, the names and ages of all of our directors and executive officers; and all positions and offices held. The directors will hold such office until the next annual meeting of shareholders and until his or her successor has been elected and qualified.

Name	Age	Principal Positions With Us
Andy Kinard	44	President, Director
Richard Adeline	65	Chief Financial Officer, Treasurer, Director
Michael Bernstein	40	Director, General Counsel

The board of directors has no standing committees.

Family Relationships

None.

Business Experience

The following summarizes the occupation and business experience of our officers and directors:

Andy Kinard, President, Director

Mr. Kinard graduated from the Auburn University in 1987. His first employer was Florida Power & Light ("FPL") where he worked for 15 years. In his early years, his focus was on engineering. During his tenure, he performed energy analysis for large

commercial accounts, and ultimately became a Certified Energy Manager. Simultaneously, Mr. Kinard was assigned to FPL's electric vehicle program. FPL had their own fleet of electric vehicles that they used to promote the technology.

He spent several years marketing renewable energy in Florida and was a Guest Speaker at the World Energy Congress. He also served on the Board of Directors of the South Florida Manufacturing Association for 4 years.

For the last year Mr. Kinard has been selling electric vehicles in Florida. He has City, County, and State contacts throughout Florida, and has attended every car show, and green fair in the State.

Richard Adeline, Chief Financial Officer, Treasurer, Director

Since 1984, Richard has been in practice as a CPA in Florida specializing in financial planning, tax preparation and business consulting for both public and non-public companies. Richard is well versed in the reporting requirements for public companies.

Prior to forming his own practice, Richard served as an Audit Manager at Arthur Andersen and Coopers & Lybrand (PriceWaterhouseCoopers), as well as the CFO of Insurance Exchange of the Americas, Inc. He is a licensed CPA in the states of Florida and New York and is a registered Financial Advisor that holds both Life and Health Insurance licenses, as well as various FINRA certifications (Series 7, 63 and 65). Mr. Adeline is a graduate of the City University of New York (Hunter College) in 1965 with a BS in Accounting.

Michael Bernstein, General Counsel, Director

Mr. Bernstein is a graduate of New York University and Brooklyn Law School. Since 1996, he has been practicing law and is currently admitted in the state and federal courts of Florida, New York and New Jersey. Mr. Bernstein maintains his law practice in Miami Beach, Florida in the areas of corporate and business transactions, real estate and commercial litigation. Through his law firm, Mr. Bernstein serves as independent corporate counsel for several Florida based companies who transact business nationwide. In 2008, Mr. Bernstein was appointed and has served as a member of the Community Development Advisory Board (CDAC) of the City of Miami Beach.

Both Mr. Kinard and Mr. Adeline will be responsible for managing the day to day operations and strategic planning.

Employment Agreements / Terms of Office

We have not entered into a formal written employment agreement with either of our executive officers, however, we intend to enter into written employment agreements with each of our officers upon the Closing of the Reverse Merger.

Director Compensation

All directors will be reimbursed for their reasonable out-of-pocket expenses incurred in connection with attending board of director and committee meetings.

Investor Relations / Public Relations

Over the next twelve (12) months, the Company anticipates spending approximately one million dollars (\$1,000,000) for investor relations, public relations and brand awareness and marketing.

Option Plan

Currently there is no stock option plan. We intend to implement a stock option plan to attract and retain employees.

Certain Relationships and Related Transactions

We will present all possible transactions between us and our officers, directors or 5% stockholders, and our affiliates to the board of directors for our consideration and approval. Any such transaction will require approval by a majority of the disinterested directors and such transactions will be on terms no less favorable than those available to disinterested third parties.

PRINCIPAL SHAREHOLDERS

The following table sets forth certain information concerning stock ownership of all persons known by us to own beneficially five percent (5%) or more of the outstanding Common Stock, each director and certain executive officers and directors as a group, and as adjusted to reflect the sale of the total amount of Shares offered hereby.

Name of Beneficial Owner	Number of Common Shares Owned	Number of Series A Preferred Shares	Number of Warrants Owned	Percentage of Class of Common Stock (2)	Percent of Voting Class (3)
Richard Adeline (1)	0	0	0	0%	0.00%

Andy Kinard (1)	0	0	0	0%	0.00%
Michael Bernstein (1)	0	0	0	0%	0.00%
Gravity Capital Partners, Ltd.	30,000,000	6,000,000	0	41.19%	48.85%
Herb Hersey	14,000,000	2,800,000	0	19.22%	22.79%
Jonathan Honig	6,000,000	1,200,000	0	8.24%	9.77%
Barry Honig (4)	4,083,333	0	833,333	5.60%	3.32%

- (1) We have not entered into a formal engagement with Andy Kinard, Richard Adeline or Michael Bernstein, however, we expect that each will receive equity compensation under the terms of their employment.
- (2) Based on 72,824,195 common shares outstanding after the sale of common stock.
- (3) Based on 122,824,195 shares of voting stock, calculated by adding the number of votes of common stock with the votes of the Series A Preferred Stock. Each share of Series A Preferred Stock has a five to one voting rights as designated in the Certificate of Designation for the Series A Convertible Preferred Stock. The total aggregate number of votes for the Series A Preferred Stock is 5 million.

- (4) Barry Honig owns 4,083,333 shares of common stock, including 3,250,000 shares purchased from third-party holders in a private transaction and, in connection with the Financing Transaction, Barry Honig purchased 833,333 units consisting of (i) a share of common stock; and (ii) a warrant to purchase a share of common stock. As disclosed above in this Form 8-k, the warrants contain a limitation on stock ownership by Barry Honig of 4.99%, or under certain circumstances of 9.99%. In addition, Alan Honig, as custodian for four minor children of Barry and Renee Honig, owns 2,578,764 registered shares of our common stock purchased from third-party holders in private transactions.

Barry Honig holds voting and dispositive power over the 4,083,333 shares he owns. He is the son of Alan Honig but does not hold any voting or dispositive power over the shares held by Alan Honig as custodian. Jonathan Honig is Barry Honig's brother and Barry does not hold any voting or dispositive power over the shares owned by Jonathan Honig. Herb Hersey is the father of Barry Honig's wife, Renee Honig. Barry Honig does not hold any voting or dispositive power over the shares owned by Herb Hersey. None of the foregoing persons is an officer or director of the Company, and, with the exception of Herb Hersey, the Company does not consider any of such persons, individually or in the aggregate, to be in a position to exercise control over the business or affairs of the Company as a result of the ownership of our securities or otherwise. Other than pursuant to the terms of such securities, there are no restrictions on the disposition of shares by any of the foregoing persons of entities, with the exception of Herb Hersey who owns greater than 10% of the shares of the Company and therefore is subject to certain restrictions on sale

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

None of the following persons has any direct or indirect material interest in any transaction to which we are a party since our incorporation or in any proposed transaction to which we are proposed to be a party:

- (A) Any of our directors or officers;
- (B) Any proposed nominee for election as our director;
- (C) Any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to our Common Stock; or
- (D) Any relative or spouse of any of the foregoing persons, or any relative of such spouse, who has the same house as such person or who is a director or officer of any parent or subsidiary of our company.

DESCRIPTION OF SECURITIES

Common Stock

We are authorized to issue 500,000,000 shares of common stock, \$0.001 par value per share. Immediately prior to the Closing Date, there were 296,957,549 common shares issued and outstanding. After Closing and subsequent to the cancellation of 277,200,000 shares, there will be 69,757,549 common shares issued and outstanding, not including the 3,066,665 shares sold in connection with the Financing Transaction.

Holders of our common stock are entitled to one vote for each share on all matters submitted to a stockholder vote. Holders of common stock do not have cumulative voting rights. Therefore, holders of a majority of the shares of common stock voting for the election of directors cannot necessarily elect all of the directors. Holders of our common stock representing a majority of the voting power of our capital stock issued and outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of our stockholders. A vote by the holders of a majority of our outstanding shares is required to effectuate certain fundamental corporate changes such as liquidation, merger or an amendment to our Articles of Incorporation.

Holders of common stock are entitled to share in all dividends that the board of directors, in its discretion, declares from legally available funds. In the event of liquidation, dissolution or winding up, each outstanding share entitles its holder to participate pro rata in all assets that remain after payment of liabilities and after providing for each class of stock, if any, having preference over the common stock. Holders of our common stock have no pre-emptive rights, no conversion rights and there are no redemption provisions applicable to our common stock.

Preferred Stock

We are authorized to issue up to 20,000,000 shares of preferred stock. As of the Closing, we filed a certificate of designation with the Secretary of State for the State of Nevada to designate 20,000,000 of our preferred shares as Series A Convertible Preferred Stock. The Series A Convertible Preferred Stock has conversion rights equal to 2.5 shares for every share of Series A Convertible Preferred Stock issued and each share of Series A Convertible Preferred Stock has voting rights equal to 5 times the number of votes it would be entitled to on an as converted basis. Pursuant to the terms of the Share Exchange, 10,000,000 shares of the Series A Convertible Preferred Shares were issued to the prior shareholders of Car Charging, Inc., on a pro rata basis.

Warrants

Pursuant to the terms of the Financing Transaction, the Company issued 3,066,665 Warrants to certain subscribers. The Warrants are exercisable at \$0.60/share and also feature a cashless exercise option.

Dividend Policy

It is unlikely that we will declare or pay cash dividends in the foreseeable future. We intend to retain earnings, if any, to expand our operations.

LIMITATIONS ON TRANSFER OF SHARES

The shares offered hereby have not been registered with the Commission pursuant to the Securities Act; however, they are deemed to be exempt from such registration pursuant to Regulation D Rule 506 of the Securities Act or Regulation S. Even so, the shares are subject to a restriction on re-sale and will be marked as such on the face of the certificate. In addition, there are limits on the resale of the shares by virtue of their corporate issuance. Accordingly, an investment in the shares offered herein should be considered highly illiquid.

Item 3.02 Unregistered Sales of Equity Securities

Pursuant to the Share Exchange Agreement, on December 7, 2009, we issued 50,000,000 shares of our common stock to the shareholders of Car Charging, Inc., in exchange for the shares held by these shareholders pursuant to the Share Exchange Agreement. *Such securities were not registered under the Securities Act of 1933. The issuance of these shares was exempted from registration pursuant to Section 4(2) of the Securities Act of 1933. We made this determination based on the representations that the Car Charging Shareholders were either (a) “accredited investors” within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, or (b) not a “U.S. person” as that term is defined in Rule 902(k) of Regulation S under the Act, and that the Car Charging Shareholders were acquiring our common stock, for investment purposes for their own respective accounts and not as nominees or agents and not with a view to the resale or distribution thereof, and that the Car Charging Shareholders understood that the shares of our common stock may not be sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.*

As referenced in Item 1.01, the Company entered into a financing transaction with certain accredited investors. Pursuant to the financing, we sold units of securities that consisted of an aggregate of 3,066,665 shares of common stock and warrants exercisable into 3,066,665 shares of common stock for a total purchase price of \$920,000 or \$0.30/unit. *These shares were issued in reliance on the exemption under Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 of Regulation D.*

Item 5.01 Changes in Control of Registrants

As more fully described in Item 2.01, on December 7, 2009, pursuant to the terms of the Share Exchange Agreement, the shareholders of Car Charging acquired a total of (i) 50,000,000 shares of our issued and outstanding common stock and (ii) 10,000,000 newly-issued shares of our issued and outstanding Series A Preferred Stock. Further, the resigning officer of the Company agreed to cancel 277,200,000 shares of common stock. As such, immediately following the Share Exchange Agreement, the shareholders of Car Charging, Inc. held approximately 66.8% of the voting power of our outstanding common stock and 100% of the voting power of our outstanding Series A Preferred Stock. Reference is made to the disclosures set forth under Item 2.01 of this Current Report on Form 8-K, which disclosure is incorporated by reference.

As more fully explained in Item 5.02, in connection with the Closing of the Share Exchange Agreement, Belen Flores, our former Chairman of the Board of Directors and Chief Executive Officer, resigned from these positions and all other positions held in the Company and agreed to cancel the 277,200,000 shares previously owned.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(a) Resignation of Directors

Effective December 7, 2009, Belen Flores resigned as the chairman and the sole member of our board of directors. His resignation was not the result of any disagreements with us on any matters relating to our operations, policies and practices.

(b) Resignation of Officers

Effective December 7, 2009, Belen Flores resigned as our Chief Executive Officer and all other offices that he held. His resignation was not the result of any disagreements with us on any matters relating to our operations, policies and practices.

(c) Appointment of Directors

Effective December 7, 2009, the following persons were appointed as members of the Board of Directors:

Name	Age	Principal Positions With Us
Andy Kinard	44	Director
Richard Adeline	65	Director
Michael Bernstein	40	Director

The business background descriptions of the newly appointed directors are as follows:

Andy Kinard, President, Director

Mr. Kinard graduated from Auburn University in 1987. His first employer was Florida Power & Light (“FPL”) where he worked for 15 years. In his early years, his focus was on engineering. During his tenure, he performed energy analysis for large commercial accounts, and ultimately became a Certified Energy Manager. Simultaneously, Mr. Kinard was assigned to FPL’s electric vehicle

program. FPL had their own fleet of electric vehicles that they used to promote the technology.

He spent several years marketing renewable energy in Florida and was a Guest Speaker at the World Energy Congress. He also served on the Board of Directors of the South Florida Manufacturing Association for 4 years.

For the last year Mr. Kinard has been selling electric vehicles in Florida. He has City, County, and State contacts throughout Florida, and has attended every car show, and green fair in the State.

Richard Adeline, Chief Financial Officer, Treasurer, Director

Since 1984, Richard has been in practice as a CPA in Florida specializing in financial planning, tax preparation and business consulting for both public and non-public companies. Richard is well versed in the reporting requirements for public companies.

Prior to forming his own practice, Richard served as an Audit Manager at Arthur Andersen and Coopers & Lybrand (PriceWaterhouseCoopers), as well as the CFO of Insurance Exchange of the Americas, Inc. He is a licensed CPA in the states of Florida and New York and is a registered Financial Advisor that holds both Life and Health Insurance licenses, as well as various FINRA certifications (Series 7, 63 and 65). Mr. Adeline is a graduate of the City University of New York (Hunter College) in 1965 with a BS in Accounting.

Michael Bernstein, General Counsel, Director

Mr. Bernstein is a graduate of New York University and Brooklyn Law School. Since 1996, he has been practicing law and is currently admitted in the state and federal courts of Florida, New York and New Jersey. Mr. Bernstein maintains his law practice in Miami Beach, Florida in the areas of corporate and business transactions, real estate and commercial litigation. Through his law firm, Mr. Bernstein serves as independent corporate counsel for several Florida based companies who transact business nationwide. In 2008, Mr. Bernstein was appointed and has served as a member of the Community Development Advisory Board (CDAC) of the City of Miami Beach.

Both Mr. Kinard and Mr. Adeline will be responsible for managing day to day operations and strategic planning.

Family Relationships

There are no relationships between any of the officers or directors of the Company.

(d) Appointment of Officers

Effective December 7, 2009, the directors appointed the following persons as our executive officers, with the respective titles as set forth opposite his or her name below:

Name	Age	Principal Positions With Us
Andy Kinard*	44	President
Richard Adeline*	65	Chief Financial Officer, Treasurer

**See descriptions of the Company's officers above.*

(e) Employment Agreements of the Executive Officers

The Company has not yet entered into formal employment arrangements with the Executive Officers.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Pursuant to the Share Exchange Agreement, on December 7, 2009 we filed with the Secretary of State for the State of Nevada a Certificate of Amendment to our Certificate of Incorporation changing our name to "Car Charging Group, Inc." to better reflect our business plan. A copy of the Certificate of Amendment to Articles of Incorporation is attached hereto as Exhibit 3.1.

On December 7, 2009, we filed with the Secretary of State for the State of Nevada a Certificate of Amendment to our Certificate of Incorporation designating the rights of our Series A Convertible Preferred Stock. A copy of the Certificate of Designation for our Series A Convertible Preferred Stock is attached hereto as Exhibit 3.2.

Item 5.06 Change in Shell Company Status.

As described in Item 1.01 of this Form 8-K, on December 7, 2009, we entered into the Exchange Agreement and consummated the Share Exchange, pursuant to which we acquired all of the issued and outstanding common shares of Car Charging, Inc. in

exchange for the issuance of the Company's Common Stock and Series A Convertible Preferred Stock to the shareholders of the Car Charging, Inc.

As a result of the Share Exchange, the shareholders of Car Charging, Inc. exchanged 1,000 shares of common stock of Car Charging, representing 100% of the issued and outstanding stock of Car Charging, Inc. for: (i) 50,000,000 newly issued shares of the Company's common stock, par value \$0.001 per share, representing 66.8% of the Company's issued and outstanding common stock; and (ii) 10,000,000 shares of our Series A Convertible Preferred Stock.

As the result of the consummation of the Share Exchange, we are no longer a shell company as that term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended.

Item 8.01 Other Events

On September 29, 2009, the Company's Board of Directors approved a 6.6-1 forward stock split (the "Forward Split") of the Company's issued and outstanding common stock with a record date of October 22, 2009. The Forward Split is only for the Company's issued and outstanding shares and not its authorized shares. The Forward Split occurred prior to the Closing of the Share Exchange so all shares listed in this Form 8-K are post-Forward Split.

Item 9.01 -Financial Statements and Exhibits

Exhibit Number	Description
2.1	Share Exchange Agreement by and among New Image Concepts, Inc. and Car Charging, Inc.
3.1	Amendment to Certificate of Incorporation changing name to Car Charging, Inc., increasing the number of preferred shares authorized to 20,000,000 shares, filed with the Secretary of State of the State of Nevada on December 7, 2009
3.2	Certificate of Designation designating the rights of the Series A Convertible Preferred Shares
4.1	Subscription Agreement
4.2	Form of Warrant

SIGNATURES

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 thereunto duly authorized.

New Image Concepts, Inc.

/s/ Andy Kinard

Andy Kinard

President

/s/ Richard Adeline

Richard Adeline

Chief Financial Officer

Dated: December 11, 2009

Exhibit 2.1

SHARE EXCHANGE AGREEMENT

SHARE EXCHANGE AGREEMENT, dated as of November December 7, 2009 (this “**Agreement**”) by and among Car Charging Inc., a Delaware corporation (“**Car Charging**”), the stockholders of Car Charging set forth on Schedule I hereto (the “**Car Charging Shareholders**”), New Image Concepts, Inc., a Nevada corporation (“**New Image**”), and a majority of the stockholders of New Image set forth on Schedule II hereto (the “**New Image Controlling Stockholders**”).

WHEREAS, the Car Charging Shareholders own 100% of the issued and outstanding ordinary shares of Car Charging (such shares being hereinafter referred to as the “**Car Charging Shares**”); and

WHEREAS, (i) the Car Charging Shareholders and Car Charging believe it is in their respective best interests for the Car Charging Shareholders to exchange 1,000 Car Charging Shares for fifty million (50,000,000) newly-issued shares as set forth on Schedule III hereto of common stock, \$0.001 par value per share, of New Image (the “**Common Stock**”), which, at the time of this Agreement, shall constitute 66.8% of the issued and outstanding shares of New Image Common Stock immediately after the closing of the transactions contemplated herein and ten million (10,000,000) newly-issued shares as set forth on Schedule IV hereto of New Image’s preferred stock, par value \$0.001 (the “**Series A Preferred Stock**”), representing 100% of the issued and outstanding Series A Preferred Stock of New Image (and together with the Common Stock, the “**New ImageShares**”) , and (ii) New Image believes it is in its best interest and the best interest of its stockholders to acquire the Car Charging Shares in exchange for the New Image Shares, all upon the terms and subject to the conditions set forth in this Agreement (the “**Share Exchange**”); and

WHEREAS, it is the intention of the parties that: (i) the Share Exchange shall qualify as a tax-free reorganization under Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the “**Code**”); and (ii) the Share Exchange shall qualify as a transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended and in effect on the date of this Agreement (the “**Securities Act**”); and

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

EXCHANGE OF CAR CHARGING SHARES FOR NEW IMAGE SHARES

Section 1.1 Agreement to Exchange Car Charging Shares for New Image Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, the Car Charging Shareholders shall assign, transfer, convey and deliver the Car Charging Shares to New Image. In consideration and exchange for the Car Charging Shares, New Image shall issue, transfer, convey and deliver the New Image Shares to the Car Charging Shareholders.

Section 1.2 Closing and Actions at Closing. The closing of the Share Exchange (the “**Closing**”) shall take place remotely via the exchange of documents and signatures at 10:00 a.m. E.D.T. on the day the conditions to closing set forth in Articles V and VI herein have been satisfied or waived, or at such other time and date as the parties hereto shall agree in writing (the “**Closing Date**”).

Section 1.3 Directors of New Image at Closing Date. On the Closing Date, Belen Flores, the current director of New Image, shall resign from the Board of Directors of New Image (the “**New Image Board**”) and Andy Kinard’s, Richard Adeline’s and Michael Bernstein’s appointment to the New Image Board shall become effective.

Section 1.4 Officers of New Image at Closing Date. On the Closing Date, Belen Flores shall resign from each officer position held at New Image and immediately thereafter, the New Image Board shall appoint Andy Kinard to serve as President and Richard Adeline to serve as Chief Financial Officer and Treasurer.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF NEW IMAGE

New Image represents, warrants and agrees that all of the statements in the following subsections of this Article II are true and complete as of the date hereof.

Section 2.1 Corporate Organization

a. New Image is a corporation duly organized, validly existing and in good standing under the laws of Nevada, and has all requisite corporate power and authority to own its properties and assets and governmental licenses, authorizations, consents and approvals to conduct its business as now conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its activities makes such qualification and being in good standing necessary, except where the failure to be so qualified and in good standing will not have a Material Adverse Effect on the activities, business, operations, properties, assets, condition or results of operation of New Image. “**Material Adverse Effect**” means, when used with respect to New Image, any event, occurrence, fact, condition, change or effect, which, individually or in the aggregate, would reasonably be expected to be materially adverse to the business, operations, properties, assets, condition (financial or otherwise), or operating results of New Image, or materially impair the ability of New Image to perform its obligations under this Agreement, excluding any change, effect or circumstance resulting from (i) the announcement, pendency or consummation of the transactions contemplated by this Agreement, or (ii) changes in the United States securities markets generally.

b. Copies of the certificate of incorporation and by-laws of New Image with all amendments thereto, as of the date hereof (the “**New Image Charter Documents**”), have been furnished to the Car Charging Shareholders and to Car Charging, and such copies are accurate and complete as of the date hereof. The minute books of New Image are current as required by law, contain the minutes of all meetings of the New Image Board and stockholders of New Image from its date of incorporation to the date of this Agreement, and adequately reflect all material actions taken by the New Image Board and stockholders of New Image. New Image is not in violation of any of the provisions of the New Image Charter Documents.

Section 2.2 Capitalization of New Image.

a. The authorized capital stock of New Image consists of 500,000,000 shares which are authorized as Common Stock, of which 296,957,529 post split shares are issued and outstanding, immediately prior to this Share Exchange. We are not authorized to issue shares of preferred stock.

b. All of the issued and outstanding shares of Common Stock of New Image immediately prior to this Share Exchange are, and all shares of Common Stock of New Image when issued in accordance with the terms hereof will be, duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance with all applicable U.S. federal and state securities laws and state corporate laws, and have been issued free of preemptive rights of any security holder. Except with respect to securities to be issued in connection with the Private Placement and to the Car Charging Shareholders pursuant to the terms hereof, as of the date of this Agreement there are no outstanding or authorized options, warrants, agreements, commitments, conversion rights, preemptive rights or other rights to subscribe for, purchase or otherwise acquire or receive any shares of New Image's capital stock, nor are there or will there be any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights, pre-emptive rights or rights of first refusal with respect to New Image or any Common Stock, or any voting trusts, proxies or other agreements, understandings or restrictions with respect to the voting of New Image's capital stock. There are no registration or anti-dilution rights, and there is no voting trust, proxy, rights plan, anti-takeover plan or other agreement or understanding to which New Image is a party or by which it is bound with respect to any equity security of any class of New Image. New Image is not a party to, and it has no knowledge of, any agreement restricting the transfer of any shares of the capital stock of New Image. The issuance of all of the shares of New Image described in this Section 2.2 have been, or will be, as applicable, in compliance with U.S. federal and state securities laws and state corporate laws and no stockholder of New Image has any right to rescind or bring any other claim against New Image for failure to comply with the Securities Act of 1933, as amended (the "Securities Act"), or state securities laws.

c. There are no outstanding contractual obligations (contingent or otherwise) of New Image to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, New Image or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other person.

Section 2.3 Subsidiaries and Equity Investments. New Image does not directly or indirectly own any capital stock or other securities of, or any beneficial ownership interest in, or hold any equity or similar interest, or have any investment in any corporation, limited liability company, partnership, limited partnership, joint venture or other company, person or other entity.

Section 2.4 Authorization, Validity and Enforceability of Agreements. New Image has all corporate power and authority to execute and deliver this Agreement and all agreements, instruments and other documents to be executed and delivered in connection with the transactions contemplated by this Agreement to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by New Image and the consummation by New Image of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action of New Image, and no other corporate proceedings on the part of New Image are necessary to authorize this Agreement or to consummate the transactions contemplated hereby and thereby. This Agreement constitutes the valid and legally binding obligation of New Image and is enforceable in accordance with its terms, except as such enforcement may be limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors rights generally. New Image does not need to give any notice to, make any filings with, or obtain any authorization, consent or approval of any government or governmental agency or other person in order for it to consummate the transactions contemplated by this Agreement, other than filings that may be required or permitted under states securities laws, the Securities Act and/or the Exchange Act resulting from the issuance of the New Image Shares or securities in connection with the Private Placement.

Section 2.5No Conflict or Violation. Neither the execution and delivery of this Agreement by New Image, nor the consummation by New Image of the transactions contemplated hereby will: (i) contravene, conflict with, or violate any provision of the New Image Charter Documents; (ii) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, court, administrative panel or other tribunal to which New Image is subject, (iii) conflict with, result in a breach of, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which New Image is a party or by which it is bound, or to which any of its assets or properties are subject; or (iv) result in or require the creation or imposition of any encumbrance of any nature upon or with respect to any of New Image's assets, including without limitation the New Image Shares.

Section 2.6Agreements. Except as disclosed on Schedule 2.6, New Image is not a party to or bound by any contracts, including, but not limited to, any:

- a. employment, advisory or consulting contract;
- b. plan providing for employee benefits of any nature, including any severance payments;
- c. lease with respect to any property or equipment;
- d. contract, agreement, understanding or commitment for any future expenditure in excess of \$5,000 in the aggregate;
- e. contract or commitment pursuant to which it has assumed, guaranteed, endorsed, or otherwise become liable for any obligation of any other person, entity or organization; or
- f. agreement with any person relating to the dividend, purchase or sale of securities, that has not been settled by the delivery or payment of securities when due, and which remains unsettled upon the date of this Agreement, except with respect to the New Image Shares or the securities to be issued pursuant to the Securities Purchase Agreement.

New Image has provided to Car Charging and the Car Charging Shareholders, prior to the date of this Agreement, true, correct and complete copies of each contract (whether written or oral), including each amendment, supplement and modification thereto (the "**New Image Contracts**"). The Company shall satisfy all liabilities due under the New Image Contracts as of the date of Closing. All such liabilities shall be satisfied or released at or prior to Closing. Any amounts accrued post-Closing shall be the sole responsibility of Car Charging.

Section 2.7Litigation. There is no action, suit, proceeding or investigation ("**Action**") pending or, to the knowledge of New Image, currently threatened against New Image or any of its affiliates, that may affect the validity of this Agreement or the right of New Image to enter into this Agreement or to consummate the transactions contemplated hereby or thereby. There is no Action pending or, to the knowledge of New Image, currently threatened against New Image or any of its affiliates, before any

court or by or before any governmental body or any arbitration board or tribunal, nor is there any judgment, decree, injunction or order of any court, governmental department, commission, agency, instrumentality or arbitrator against New Image or any of its affiliates. Neither New Image nor any of its affiliates is a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no Action by New Image or any of its affiliates relating to New Image currently pending or which New Image or any of its affiliates intends to initiate.

Section 2.8Compliance with Laws. New Image has been and is in compliance with, and has not received any notice of any violation of any, applicable law, order, ordinance, regulation or rule of any kind whatsoever, including without limitation the Securities Act, the Exchange Act, the applicable rules and regulations of the SEC or the applicable securities laws and rules and regulations of any state.

Section 2.9 Financial Statements; SEC Filings.

a. New Image's financial statements (the "**Financial Statements**") contained in its periodic reports filed with the SEC have been prepared in accordance with generally accepted accounting principles applicable in the United States of America ("**U.S. GAAP**") applied on a consistent basis throughout the periods indicated, except that those Financial Statements that are not audited do not contain all footnotes required by U.S. GAAP. The Financial Statements fairly present the financial condition and operating results of New Image as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. New Image has no material liabilities (contingent or otherwise). New Image is not a guarantor or indemnitor of any indebtedness of any other person, entity or organization. New Image maintains a standard system of accounting established and administered in accordance with U.S. GAAP.

b. New Image has timely made all filings with the SEC that it has been required to make under the Securities Act and the Exchange Act (the "**Public Reports**"). Each of the Public Reports has complied in all material respects with the applicable provisions of the Securities Act, the Exchange Act, and the Sarbanes/Oxley Act of 2002 (the "**Sarbanes/Oxley Act**") and/or regulations promulgated thereunder. None of the Public Reports, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein not misleading. There is no event, fact or circumstance that would cause any certification signed by any officer of New Image in connection with any Public Report pursuant to the Sarbanes/Oxley Act to be untrue, inaccurate or incorrect in any respect. There is no revocation order, suspension order, injunction or other proceeding or law affecting the trading of New Image's Common Stock, it being acknowledged that none of New Image's securities are approved or listed for trading on any exchange or quotation system.

Section 2.10Books, Financial Records and Internal Controls. All the accounts, books, registers, ledgers, New Image Board minutes and financial and other records of whatsoever kind of New Image have been fully, properly and accurately kept and completed; there are no material inaccuracies or discrepancies of any kind contained or reflected therein; and they give and reflect a true and fair view of the financial, contractual and legal position of New Image. New Image maintains a system of internal accounting controls sufficient, in the judgment of New Image, to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate actions are taken with respect to any differences.

Section 2.11 Employee Benefit Plans. New Image does not have any “Employee Benefit Plan” as defined in the U.S. Employee Retirement Income Security Act of 1974 or similar plans under any applicable laws.

Section 2.12 Tax Returns, Payments and Elections. New Image has filed all Tax (as defined below) returns, statements, reports, declarations and other forms and documents (including, without limitation, estimated tax returns and reports and material information returns and reports) (“**Tax Returns**”) required pursuant to applicable law to be filed with any Tax Authority (as defined below). All such Tax Returns are accurate, complete and correct in all material respects, and New Image has timely paid all Taxes due and adequate provisions have been and are reflected in New Image’s Financial Statements for all current taxes and other charges to which New Image is subject and which are not currently due and payable. None of New Image’s federal income tax returns have been audited by the Internal Revenue Service. New Image has no knowledge of any additional assessments, adjustments or contingent tax liability (whether federal or state) of any nature whatsoever, whether pending or threatened against the New Image for any period, nor of any basis for any such assessment, adjustment or contingency. New Image has withheld or collected from each payment made to each of its employees, if applicable, the amount of all Taxes (including, but not limited to, United States income taxes and other foreign taxes) required to be withheld or collected therefrom, and has paid the same to the proper Tax Authority. For purposes of this Agreement, the following terms have the following meanings: “**Tax**” (and, with correlative meaning, “**Taxes**” and “**Taxable**”) means any and all taxes including, without limitation, (x) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, value added, net worth, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any United States, local or foreign governmental authority or regulatory body responsible for the imposition of any such tax (domestic or foreign) (a “**Tax Authority**”), (y) any liability for the payment of any amounts of the type described in (x) as a result of being a member of an affiliated, consolidated, combined or unitary group for any taxable period or as the result of being a transferee or successor thereof, and (z) any liability for the payment of any amounts of the type described in (x) or (y) as a result of any express or implied obligation to indemnify any other person.

Section 2.13 No Debt Obligations. Upon the Closing Date, New Image will have no debt, obligations or liabilities of any kind whatsoever other than with respect to the transactions contemplated hereby. New Image is not a guarantor of any indebtedness of any other person, entity or corporation.

Section 2.14 No Broker Fees. No brokers, finders or financial advisory fees or commissions will be payable by or to New Image or any of their affiliates with respect to the transactions contemplated by this Agreement.

Section 2.15 No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or anticipated by New Image to arise, between New Image and any accountants and/or lawyers formerly or presently engaged by New Image. New Image is current with respect to fees owed to its accountants and lawyers.

Section 2.16 Disclosure. This Agreement and any certificate attached hereto or delivered in accordance with the terms hereby by or on behalf of New Image in connection with the transactions contemplated by this Agreement do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements contained herein and/or therein not misleading.

Section 2.17 Absence of Undisclosed Liabilities. Since the date of the filing of its quarterly report on Form 10-Q for the quarter ended June 30, 2009, except as specifically disclosed in the Public Reports: (A) there has been no event, occurrence or development that has resulted in or could result in a Material Adverse Effect; (B) New Image has not incurred any liabilities, obligations, claims or losses, contingent or otherwise, including debt obligations, other than professional fees; (C) New Image has not declared or made any dividend or distribution of cash or property to its shareholders, purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, or issued any equity securities other than with respect to transactions contemplated hereby; (D) New Image has not made any loan, advance or capital contribution to or investment in any person or entity; (E) New Image has not discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities paid in the ordinary course of business; (F) New Image has not suffered any substantial losses or waived any rights of material value, whether or not in the ordinary course of business, or suffered the loss of any material amount of prospective business; and (G) except for the Share Exchange, New Image has not entered into any other transaction other than in the ordinary course of business, or entered into any other material transaction, whether or not in the ordinary course of business.

Section 2.18 No Integrated Offering. New Image does not have any registration statement pending before the Commission or currently under the Commission's review and since the Closing Date, except as contemplated under this Agreement, New Image has not offered or sold any of its equity securities or debt securities convertible into shares of Common Stock.

Section 2.19 Employees.

a. New Image has no employees.

b. Other than Belen Flores, New Image does not have any officers or directors. No director or officer of New Image is a party to, or is otherwise bound by, any contract (including any confidentiality, non-competition or proprietary rights agreement) with any other person that in any way adversely affects or will materially affect (a) the performance of his duties as a director or officer of New Image or (b) the ability of New Image to conduct its business.

Section 2.20 No Undisclosed Events or Circumstances. No event or circumstance has occurred or exists with respect to New Image or its respective businesses, properties, prospects, operations or financial condition, which, under applicable law, rule or regulation, requires public disclosure or announcement by New Image but which has not been so publicly announced or disclosed. New Image has not provided to Car Charging, or the Car Charging Shareholders, any material non-public information or other information which, according to applicable law, rule or regulation, was required to have been disclosed publicly by New Image but which has not been so disclosed, other than with respect to the transactions contemplated by this Agreement and/or the Private Placement.

Section 2.21 Disclosure. This Agreement and any certificate attached hereto or delivered in accordance with the terms hereof by or on behalf of New Image or any of the New Image Controlling Stockholders in connection with the transactions contemplated by this Agreement, when taken together, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained herein and/or therein not misleading.

Section 2.22 No Assets or Real Property. Except as set forth on the most recent Financial Statements, New Image does not have any assets of any kind. New Image does not own or lease any real property.

Section 2.23 Interested Party Transactions. Except as disclosed on Schedule 2.23 and in Commission filings, no officer, director or shareholder of New Image or any affiliate or “associate” (as such term is defined in Rule 405 of the Commission under the Securities Act) of any such person or entity, has or has had, either directly or indirectly, (a) an interest in any person or entity which (i) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by New Image, or (ii) purchases from or sells or furnishes to, or proposes to purchase from, sell to or furnish New Image any goods or services; or (b) a beneficial interest in any contract or agreement to which New Image is a party or by which it may be bound or affected.

Section 2.24 Intellectual Property. Except as disclosed on Schedule 2.24 and in Commission filings, New Image does not own, use or license any intellectual property in its business as presently conducted.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF CAR CHARGING

Car Charging represents, warrants and agrees that all of the statements in the following subsections of this Article III, pertaining to Car Charging, are true and complete as of the date hereof.

Section 3.1 Incorporation. Car Charging is a company duly incorporated, validly existing, and in good standing under the laws of Delaware and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Car Charging’s Articles of Organization or bylaws. Car Charging has taken all actions required by law, its Articles of Organization or bylaws, or otherwise to authorize the execution and delivery of this Agreement. Car Charging has full power, authority, and legal capacity and has taken all action required by law, its Articles of Organization or bylaws, and otherwise to consummate the transactions herein contemplated.

Section 3.2 Authorized Shares. The number of shares which Car Charging is authorized to issue consists of shares of Common Stock, consisting of 10,000 shares of common stock and 0 shares of preferred stock, par value of \$0.0001 per share. There are 1,000 shares of common stock issued and outstanding. The issued and outstanding shares are validly issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person.

Section 3.3 Subsidiaries and Predecessor Corporations. Car Charging has the following wholly owned subsidiaries: (i) eCharging Stations, LLC, a Florida limited liability company; and (ii) Car Charging Holdings, LLC, a Florida limited liability company. Car Charging does not own, beneficially or of record, any shares of any other corporations.

Section 3.4 Financial Statements.

Car Charging has kept all books and records since inception and such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved. The balance sheets are true and accurate and present fairly as of their respective dates the financial condition of Car Charging. As of the date of such balance sheets, except as and to the extent reflected or reserved against therein, Car Charging had no liabilities or obligations (absolute or contingent) which should be reflected in the balance sheets or the notes thereto prepared in accordance with generally accepted accounting principles, and all assets reflected therein are properly reported and present fairly the value of the assets of Car Charging, in accordance with generally accepted accounting principles. The statements of operations, stockholders' equity and cash flows reflect fairly the information required to be set forth therein by generally accepted accounting principles.

Car Charging has duly and punctually paid all Governmental fees and taxation which it has become liable to pay and has duly allowed for all taxation reasonably foreseeable and is under no liability to pay any penalty or interest in connection with any claim for governmental fees or taxation and Car Charging has made any and all proper declarations and returns for taxation purposes and all information contained in such declarations and returns is true and complete and full provision or reserves have been made in its financial statements for all Governmental fees and taxation.

The books and records, financial and otherwise, of Car Charging are, in all material aspects, complete and correct and have been maintained in accordance with good business and accounting practices.

All of Car Charging's assets are reflected on its financial statements, and Car Charging has no material liabilities, direct or indirect, matured or unmatured, contingent or otherwise, in an amount greater than \$100,000.

Section 3.5 Information. The information concerning Car Charging set forth in this Agreement is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 3.6 Absence of Certain Changes or Events. Since September 30, 2009, (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of Car Charging; and (b) Car Charging has not (i) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (ii) made any material change in its method of management, operation or accounting, (iii) entered into any other material transaction other than sales in the ordinary course of its business; or (iv) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees; and

Section 3.7 Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of Car Charging after reasonable investigation, threatened by or against Car Charging or affecting Car Charging or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. Car Charging does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality or of any circumstances

Section 3.8 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of any indenture, mortgage, deed of trust, or other material agreement, or instrument to which Car Charging is a party or to which any of its assets, properties or operations are subject.

Section 3.9 Compliance With Laws and Regulations. To the best of its knowledge, Car Charging has complied with all applicable statutes and regulations of any federal, state, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of Car Charging or except to the extent that noncompliance would not result in the occurrence of any material liability for Car Charging. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 3.10 Approval of Agreement. The Board of Directors of Car Charging has authorized the execution and delivery of this Agreement by Car Charging and has approved this Agreement and the transactions contemplated hereby.

Section 3.11 Valid Obligation. This Agreement and all agreements and other documents executed by Car Charging in connection herewith constitute the valid and binding obligation of Car Charging, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CAR CHARGING SHAREHOLDERS

The Car Charging Shareholders hereby represents and warrants to New Image:

Section 4.1 Authority. The Car Charging Shareholders have the right, power, authority and capacity to execute and deliver this Agreement to which the Car Charging Shareholders is a party, to consummate the transactions contemplated by this Agreement to which the Car Charging Shareholders is a party, and to perform the Car Charging Shareholders' obligations under this Agreement to which the Car Charging Shareholders is a party. This Agreement has been duly and validly authorized and approved, executed and delivered by the Car Charging Shareholders. Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties thereto other than the Car Charging Shareholders, this Agreement is duly authorized, executed and delivered by the Car Charging Shareholders and constitutes the legal, valid and binding obligation of the Car Charging Shareholders, enforceable against the Car Charging Shareholders in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors rights generally.

Section 4.2No Conflict. Neither the execution or delivery by the Car Charging Shareholders of this Agreement to which the Car Charging Shareholders is a party nor the consummation or performance by the Car Charging Shareholders of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the organizational documents of the Car Charging Shareholders (if the Car Charging Shareholders is not a natural person); (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, any agreement or instrument to which the Car Charging Shareholders is a party or by which the properties or assets of the Car Charging Shareholders are bound; or (c) contravene, conflict with, or result in a violation of, any Law or Order to which the Car Charging Shareholders, or any of the properties or assets of the Car Charging Shareholders, may be subject.

Section 4.3Litigation. There is no pending Action against the Car Charging Shareholders that involves the Car Charging Shares or that challenges, or may have the effect of preventing, delaying or making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement or the business of Car Charging and, to the knowledge of the Car Charging Shareholders, no such Action has been threatened, and no event or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Action.

Section 4.4Acknowledgment. The Car Charging Shareholders understands and agrees that the New Image Shares to be issued pursuant to this Agreement have not been registered under the Securities Act or the securities laws of any state of the U.S. and that the issuance of the New Image Shares is being effected in reliance upon an exemption from registration afforded either under Section 4(2) of the Securities Act for transactions by an issuer not involving a public offering or Regulation D promulgated thereunder or Regulation S for offers and sales of securities outside the U.S.

Section 4.5Stock Legends. The Car Charging Shareholders hereby agrees with New Image as follows:

a. Securities Act Legend Accredited Investors. The certificates evidencing the New Image Shares issued to the Car Charging Shareholders will bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE

EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (3) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT, AND BASED ON AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT THE PROVISIONS OF REGULATION S HAVE BEEN SATISFIED.

b. Other Legends. The certificates representing such New Image Shares, and each certificate issued in transfer thereof, will also bear any other legend required under any applicable law, including, without limitation, any U.S. state corporate and state securities law, or contract.

c. Opinion. The Car Charging Shareholders shall not transfer any or all of the New Image Shares pursuant to Rule 144, under the Securities Act, Regulation S or absent an effective registration statement under the Securities Act and applicable state securities law covering the disposition of the New Image Shares, without first providing New Image with an opinion of counsel (which counsel and opinion are reasonably satisfactory to the New Image) to the effect that such transfer will be made in compliance with Rule 144, under the Securities Act, Regulation S or will be exempt from the registration and the prospectus delivery requirements of the Securities Act and the registration or qualification requirements of any applicable U.S. state securities laws.

Section 4.6 Ownership of Shares. The Car Charging Shareholders is both the record and beneficial owner of the Car Charging Shares. The Car Charging Shareholders is not the record or beneficial owner of any other shares of Car Charging. The Car Charging Shareholders has and shall transfer at the Closing, good and marketable title to the Car Charging Shares, free and clear of all liens, claims, charges, encumbrances, pledges, mortgages, security interests, options, rights to acquire, proxies, voting trusts or similar agreements, restrictions on transfer or adverse claims of any nature whatsoever, excepting only restrictions on future transfers imposed by applicable law.

Section 4.7 Pre-emptive Rights. Subject to Schedule 4.7, at Closing, no Car Charging Shareholders has any pre-emptive rights or any other rights to acquire any shares of Car Charging that have not been waived or exercised.

Section 4.8 Accredited Investor. All Car Charging Shareholders receiving shares of New Image pursuant to this Agreement are “accredited investors” within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act.

ARTICLE V

CONDITIONS TO OBLIGATIONS OF CAR CHARGING AND THE CAR CHARGING SHAREHOLDERS

The obligations of Car Charging and the Car Charging Shareholders to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Car Charging and the Car Charging Shareholders at their sole discretion:

Section 5.1 Representations and Warranties of New Image. All representations and warranties made by New Image in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except insofar as the representations and warranties relate expressly and solely to a particular date or period, in which case, subject to the limitations applicable to the particular date or period, they will be true and correct in all material respects on and as of the Closing Date with respect to such date or period.

Section 5.2 Agreements and Covenants. New Image shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with on or prior to the Closing Date.

Section 5.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

Section 5.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of New Image shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person, or entity which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 5.5 Other Closing Documents. Car Charging shall have received such certificates, instruments and documents in confirmation of the representations and warranties of New Image, New Image's performance of its obligations hereunder, and/or in furtherance of the transactions contemplated by this Agreement as the Car Charging Shareholders and/or their respective counsel may reasonably request.

Section 5.6 Documents. New Image must have caused the following documents to be delivered to Car Charging and the Car Charging Shareholder:

a. share certificates evidencing both the common and preferred New Image Shares registered in the name of the Car Charging Shareholders;

b. a Secretary's Certificate, dated the Closing Date, certifying attached copies of (A) the New Image Charter Documents, (B) the resolutions of the New Image Board approving this Agreement and the transactions contemplated hereby and thereby; and (C) the incumbency of each authorized officer of New Image signing this Agreement to which New Image is a party;

c. an Officer's Certificate, dated the Closing Date, certifying as to Sections 5.1, 5.2, 5.3, 5.4, 5.7, and 5.8.

d. a Certificate of Good Standing of New Image, dated as of a date not more than five business days prior to the Closing Date;

e. this Agreement is duly executed;

f. the resignation of Belen Flores as officer of New Image as of the Closing Date;

g. the amendment of the Articles of Incorporation to change its name to Car Charging Group, Inc. and to authorize for issuance 20,000,000 preferred shares; and

h. such other documents as Car Charging may reasonably request for the purpose of (A) evidencing the accuracy of any of the representations and warranties of New Image, (B) evidencing the performance of, or compliance by New Image with any covenant or obligation required to be performed or complied with by New Image, (C) evidencing the satisfaction of any condition referred to in this Article V, or (D) otherwise facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

Section 5.7 Cancellation of Shares. The 277,200,000 shares of New Image Common Stock owned by Belen Flores shall be irrevocably cancelled immediately following the issuance of the shares of Common Stock to the Car Charging Shareholders. Evidence of such cancellation shall be delivered to Car Charging.

Section 5.8 No Material Adverse Effect. There shall not have been any event, occurrence or development that has resulted in or could result in a Material Adverse Effect on or with respect to New Image.

ARTICLE VI

CONDITIONS TO OBLIGATIONS OF NEW IMAGE

The obligations of New Image to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by New Image in its sole discretion:

Section 6.1 Representations and Warranties of Car Charging and the Car Charging Shareholders. All representations and warranties made by Car Charging and the Car Charging Shareholders on behalf of themselves individually in this Agreement shall be true and correct on and as of the Closing Date except insofar as the representation and warranties relate expressly and solely to a particular date or period, in which case, subject to the limitations applicable to the particular date or period, they will be true and correct in all material respects on and as of the Closing Date with respect to such date or period.

Section 6.2 Agreements and Covenants. Car Charging and the Car Charging Shareholders shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by each of them on or prior to the Closing Date.

Section 6.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement, shall have been duly obtained and shall be in full force and effect on the Closing Date.

Section 6.4No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or other governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, domestic or foreign, that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of Car Charging shall be in effect; and no action or proceeding before any court or government or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person, or entity which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 6.5Other Closing Documents. New Image shall have received such certificates, instruments and documents in confirmation of the representations and warranties of Car Charging and the Car Charging Shareholders, the performance of Car Charging and the Car Charging Shareholders' respective obligations hereunder and/or in furtherance of the transactions contemplated by this Agreement as New Image or its counsel may reasonably request.

Section 6.6Documents. Car Charging and the Car Charging Shareholders must deliver to New Image at the Closing:

- a. share certificates evidencing the number of Car Charging Shares, along with executed share transfer forms transferring such Car Charging Shares to New Image;
- b. this Agreement to which the Car Charging and the Car Charging Shareholders is a party, duly executed;
- c. such other documents as New Image may reasonably request for the purpose of (A) evidencing the accuracy of any of the representations and warranties of the Car Charging and the Car Charging Shareholders , (B) evidencing the performance of, or compliance by Car Charging and the Car Charging Shareholders with, any covenant or obligation required to be performed or complied with by Car Charging and the Car Charging Shareholders, as the case may be, (C) evidencing the satisfaction of any condition referred to in this Article VI, or (D) otherwise facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

Section 6.7No Claim Regarding Stock Ownership or Consideration. There must not have been made or threatened by any Person, any claim asserting that such Person (a) is the holder of, or has the right to acquire or to obtain beneficial ownership of the Car Charging Shares, or any other stock, voting, equity, or ownership interest in, Car Charging, or (b) is entitled to all or any portion of the New Image Shares.

ARTICLE VII

POST-CLOSING AGREEMENTS

Section 7.1 SEC Documents. From and after the Closing Date, in the event the SEC notifies New Image of its intent to review any Public Report filed prior to the Closing Date or New Image receives any oral or written comments from the SEC with respect to any Public Report filed prior to the Closing Date, New Image shall promptly notify the New Image Controlling Stockholders and the New Image Controlling Stockholders shall reasonably cooperate with New Image in responding to any such oral or written comments.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Survival of Provisions. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except covenants and agreements which are expressly required to be performed and are performed in full on or before the Closing Date) shall expire on the first day of the one-year anniversary of the Closing Date (the “**Survival Period**”). The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

Section 8.2 Indemnification.

a. **Indemnification Obligations in favor of the Controlling Stockholders of New Image.** From and after the Closing Date until the expiration of the Survival Period, Car Charging shall reimburse and hold harmless the New Image Controlling Stockholders (each such person and his heirs, executors, administrators, agents, successors and assigns is referred to herein as a “**New Image Indemnified Party**”) against and in respect of any and all damages, losses, settlement payments, in respect of deficiencies, liabilities, costs, expenses and claims suffered, sustained, incurred or required to be paid by any New Image Indemnified Party, and any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other procedures or investigation against any New Image Indemnified Party, which arises or results from a third-party claim brought against a New Image Indemnified Party to the extent based on a breach of the representations and warranties with respect to the business, operations or assets of Car Charging. All claims of New Image pursuant to this Section 8.2 shall be brought by the New Image Controlling Stockholders on behalf of New Image and those Persons who were stockholders of New Image Company immediately prior to the Closing Date. In no event shall any such indemnification payments exceed \$100,000 in the aggregate from Car Charging. No claim for indemnification may be brought under this Section 8.2(a) unless all claims for indemnification, in the aggregate, total more than \$10,000.

b. **Indemnification in favor of Car Charging and the Car Charging Shareholders.** From and after the Closing Date until the expiration of the Survival Period, the New Image Controlling Stockholders will, severally and not jointly, indemnify and hold harmless Car Charging, the Car Charging Shareholders, and their respective officers, directors, agents, attorneys and employees, and each person, if any, who controls or may “control” (within the meaning of the Securities Act) any of the forgoing persons or entities (hereinafter referred to individually as a “**Car Charging Indemnified Person**”) from and against any and all losses, costs, damages, liabilities and expenses arising from claims, demands, actions, causes of action, including, without limitation, legal fees, (collectively, “**Damages**”) arising out of any

(i) any breach of representation or warranty made by New Image or the New Image Controlling Stockholders in this Agreement, and in any certificate delivered by New Image or the New Image Controlling Stockholders pursuant to this Agreement, (ii) any breach by New Image or the New Image Controlling Stockholders of any covenant, obligation or other agreement made by New Image or the New Image Controlling Stockholders in this Agreement, and (iii) a third-party claim based on any acts or omissions by New Image or the New Image Controlling Stockholders. In no event shall any such indemnification payments exceed \$100,000 in the aggregate from all New Image Controlling Stockholders. No claim for indemnification may be brought under this Section 8.2(b) unless all claims for indemnification, in the aggregate, total more than \$10,000.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1Publicity. No party shall cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby without the consent of the other parties, unless a press release or announcement is required by law. If any such announcement or other disclosure is required by law, the disclosing party agrees to give the non-disclosing parties prior notice and an opportunity to comment on the proposed disclosure.

Section 9.2Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, that no party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other parties.

Section 9.3Fees and Expenses. Except as otherwise expressly provided in this Agreement, all legal and other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs or expenses.

Section 9.4Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or facsimile to the parties at the following addresses:

If to Car Charging or the Car Charging Shareholders, to:

Car Charging, Inc.
1691 Michigan Avenue, Suite 425
Miami Beach, Florida 33139
Attn: Andy Kinard, President

With a copy to (which copy shall not constitute notice):

Michael I. Bernstein, P.A.
Attn: Michael I. Bernstein, Esq.
1688 Meridian Avenue, Suite #418
Miami Beach, Florida 33139

If to New Image or the New Image Controlling Stockholders, to:

2019 Delaware Avenue
Santa Monica, California 90404

With a copy to (which copy shall not constitute notice):

Anslow & Jaclin, LLP
Attn: Eric M. Stein, Esq.
195 Route 9 South, Suite 204
Manalapan, New Jersey 07726

or to such other persons or at such other addresses as shall be furnished by any party by like notice to the others, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 9.4 are concerned unless such changed address is located in the United States of America or Israel and notice of such change shall have been given to such other party hereto as provided in this Section 9.4.

Section 9.5 Entire Agreement. This Agreement, together with the exhibits hereto, represents the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection with this Agreement other than those expressly set forth herein or in the exhibits, certificates and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving this Agreement.

Section 9.6 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible so as to be valid and enforceable.

Section 9.7 Titles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

Section 9.9 Convenience of Forum; Consent to Jurisdiction. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of Florida, and/or the United States District Court for Florida, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 9.4.

Section 9.10 Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 9.11 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida without giving effect to the choice of law provisions thereof.

Section 9.12 Amendments and Waivers. Except as otherwise provided herein, no amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

[REST OF PAGE DELIBERATELY LEFT BLANK]

[SIGNATURE PAGE TO SHARE EXCHANGE AGREEMENT]

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

NEW IMAGE CONCEPTS, INC.

By: _____
Name: Belen Flores
Title: Chief Executive Officer

CAR CHARGING, INC.

By: _____
Name: Andy Kinard
Title: President

NEW IMAGE'S CONTROLLING STOCKHOLDERS

By: _____

[SIGNATURE PAGE OF CAR CHARGING SHAREHOLDERS
TO SHARE EXCHANGE AGREEMENT]

CAR CHARGING SHAREHOLDERS

By: _____
Gravity Capital Partners, Ltd.

By: _____
Herb Hersey

By: _____
Jonathan Honig

SCHEDULE I

CAR CHARGING SHAREHOLDERS		
Shareholder Name	Number of Shares	Percentage of Ownership
Gravity Capital Partners, Ltd.	680	60%
Herb Hersey	280	27%
Jonathon Honig	120	13%

SCHEDULE II

MAJORITY SHAREHOLDER OF NEW IMAGE CONCEPTS, INC.		
Shareholder Name	Number of Shares	Percentage of Ownership
Belen Flores	277,200,000	93.35%

SCHEDULE III

CAR CHARGING GROUP, INC. COMMON STOCK BREAKDOWN		
Shareholder Name	Number of Shares	Percentage of Ownership
Gravity Capital Partners, Ltd.	30,000,000	60%
Herb Hersey	14,000,000	28%
Jonathan Honig	6,000,000	12%
Total Shares Issued Pursuant to this Agreement	50,000,000	100%

SCHEDULE IV

CAR CHARGING GROUP, INC. PREFERRED STOCK BREAKDOWN		
Shareholder Name	Number of Shares	Percentage of Ownership
Gravity Capital Partners, Ltd.	6,000,000	60%
Herb Hersey	2,800,000	28%
Jonathan Honig	1,200,000	12%
Total Series A Preferred Shares Issued Pursuant to this Agreement	10,000,000	100%

Exhibit 3.1



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4069
(775) 684-5708
Website: secretaryofstate.biz

**Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)**

Filed in the office of	Document Number
/s/ Ross Miller	2009845274-01
Ross Miller	Filing Date and Time
Secretary of State	12/08/2008 4:46 PM
State of Nevada	Entity Number
	E0731622006-8

USE BLACK INK ONLY – DO NOT HIGHLIGHT

ABOVE SPACE FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporation
Pursuant to NRS 78.385 and 78.390 - (After issuance of Stock)**

1. Name of the corporation:

NEW IMAGE CONCEPTS,

2. The articles have been amended as follows (provide article number if available):

Article One is changed to read as follows:
 1. Name of Corporation: Car Charging Group, Inc.
 Article Three is changed to read as follows:
 3. The Company is authorized to issue up to 520,000,000 shares of stock, of which 500,000,000 shares shall be authorized for common stock, par value \$0.001 and 20,000,000 shares shall be authorized for blank check preferred stock, par value \$0.001.

Pursuant to the stockholder consent, the board of directors is hereby authorized to issue the preferred stock and to fix the designations, preferences and rights of the preferred stock pursuant to a board resolution.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation have voted in favor of the amendment is: 93.35%

4. Effective date of filing (optional):
(must not be later than 90 days after the certificate is file)

5. Officer signature (required): X /s/ Belen Flores

*if any proposed amendment would alter or change any preference or any relative to other right given to any class or series of outstanding shares, then the amendment must be approved by the vote. In addition to the affirmative vote otherwise required of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit the proper fees ay cause this filing to be rejected.

This form must be accompanied by appropriate fees.



**CERTIFICATE OF DESIGNATIONS,
PREFERENCES AND RIGHTS OF
SERIES A CONVERTIBLE PREFERRED STOCK OF
CAR CHARGING GROUP, INC. (formerly, NEW IMAGE CONCEPTS, INC.)**

Car Charging Group, Inc. (formerly, New Image Concepts, Inc.), a Nevada Corporation (the “Corporation”), **DOES HEREBY CERTIFY:**

Pursuant to authority expressly granted and vested in the Board of Directors of the Corporation by the provisions of the Corporation’s Certificate of Incorporation, as amended, the Board of Directors adopted the following resolution on December 7, 2009 (i) authorizing a series of the Corporation’s previously authorized 20,000,000 shares of preferred stock, par value \$0.001 per share, and (ii) providing for the designations, preferences and relative, participating, optional or other rights, and the qualifications, limitations or restrictions thereof, of 20,000,000 shares of Series A Convertible Preferred Stock of the Corporation, as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation by the Corporation’s Certificate of Incorporation (the “Certificate of Incorporation”) as amended, a series of Preferred Stock of the Corporation be, and it hereby is, created out of the 20,000,000 authorized but unissued shares of the capital preferred stock of the Corporation, such series to be designated Series A Convertible Preferred Stock (the “Series A Preferred Stock”), to consist of 20,000,000 shares, par value \$0.001 per share, which shall have the following preferences, powers, designations and other special rights;

1. **Voting.** Holders of the Series A Preferred Stock shall have five (5) times that number of votes on all matters submitted to the shareholders that is equal to the number of shares of Common Stock (rounded to the nearest whole number) into which such holder’s shares of Series A Preferred Stock are then convertible, as provided in Section 4, at the record date for the determination of the shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of such shareholders is effected.

2. **Dividends.** The holders of Series A Preferred Stock shall not be entitled to receive dividends paid on the Common Stock.

3. **Liquidation Preference.** Upon the liquidation, dissolution and winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation, whether from capital or from earnings available for distribution to its stockholders, before any amount shall be paid to the holders of common stock, eight times that sum available for distribution to common stock holders.

4.1 Conversion. At any time on or after the date of issuance, the holder of any such shares of Series A Preferred Stock may, at such holder's option, elect to convert (a "Conversion") all or any portion of the shares of Series A Preferred Stock held by such person into a number of fully paid and non-assessable shares of Common Stock on a 2.5:1 basis (the "Conversion Rate"). In the event of a liquidation, dissolution or winding up of the Company, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Stock. In the event of such a redemption or liquidation, dissolution or winding up, the Company shall provide to each holder of shares of Series A Preferred Stock notice of such redemption or liquidation, dissolution or winding up, which notice shall (i) be sent at least fifteen (15) days prior to the termination of the Conversion Rights (or, if the Company obtains lesser notice thereof, then as promptly as possible after the date that it has obtained notice thereof) and (ii) state the amount per share of Series A Preferred Stock that will be paid or distributed on such redemption or liquidation, dissolution or winding up, as the case may be.

No holder of Series A Preferred Stock shall be entitled to conduct a Conversion which would result in such shareholder beneficial owning more than 4.99% of the outstanding shares of Common Stock of the Company after such Conversion. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Rule 13d-3 thereunder. Subject to the foregoing, the Subscriber shall not be limited to aggregate conversions of only 4.99% and aggregate conversions by the Subscriber may exceed 4.99%. The Subscriber may increase the permitted beneficial ownership amount up to 9.99% upon and effective after 61 days prior written notice to the Company. Subscriber may allocate which of the equity of the Company deemed beneficially owned by Subscriber shall be included in the 4.99% amount described above and which shall be allocated to the excess above 4.99%.

4.2 Adjustments to Conversion Rate and Certain Other Adjustments. The Conversion Rate for the number of shares of Common Stock into which the Series A Preferred Stock shall be converted shall be subject to adjustment from time to time as hereinafter set forth, notice of which shall be promptly provided to the Series A Preferred Stock holders:

(a) **Stock Dividends, Recapitalization, Reclassification, Split-Up.** If, prior to or on the date of a Conversion, the number of outstanding shares of Common Stock is increased by a stock dividend payable in shares of Common Stock or any right to acquire Common Stock or by a split-up, recapitalization or reclassification of shares of Common Stock or other similar event, then, on the effective date thereof, the Conversion Rate will be adjusted so that the number of shares of Common Stock issuable on such Conversion shall be increased in proportion to such increase in outstanding shares of Common Stock.

(b) **No Aggregation of Shares.** If prior to or on the date of a Conversion, the number of outstanding shares of Common Stock is decreased by a consolidation, combination or reclassification of shares of Common Stock or other similar event, then, upon the effective date thereof, the number of shares of Common Stock issuable on Conversion shall not be decreased in proportion to such decrease in outstanding shares of Common Stock.

(c) **Mergers or Consolidations.** If at any time or from time to time prior to the date of a Conversion there is a merger, consolidation or similar capital reorganization of the Common Stock, then as a part of such capital reorganization, provision shall be made so that each holder of outstanding Series A Preferred Stock at the time of such Reorganization shall thereafter be entitled to receive, upon a Conversion, the number of shares of stock or other securities or

property of the Company to which a holder of the number of shares of Common Stock deliverable upon Conversion by such holder would be entitled on such capital reorganization, subject to adjustment in respect of such stock or securities by the terms thereof. In any such case, the resulting or surviving corporation (if not the Company) shall expressly assume the obligations to deliver, upon the exercise of the conversion privilege, such securities or property as the holders of the Series A Preferred Stock remaining outstanding (or of other convertible preferred stock received by such holders in place thereof) shall be entitled to receive pursuant to the provisions hereof, and to make provisions for the protection of the conversion rights as provided above.

(d) Successive Changes. The provisions of this Section shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers.

5. Vote to Change the Terms of or Issue Series A Preferred Stock. The affirmative vote at a meeting duly called for such purpose, or the written consent without a meeting, of the holders of not less than fifty-one percent (51%) of the then outstanding shares of Series A Preferred Stock shall be required for (i) any change to the Corporation's Articles of Incorporation that would amend, alter, change or repeal any of the preferences, limitations or relative rights of the Series A Preferred Stock, or (ii) any issuance of additional shares of Series A Preferred Stock.

6. Notices. In case at any time:

(a) the Corporation shall offer for subscription *pro rata* to the holders of its Common Stock any additional shares of stock of any class or other rights; or

(b) there shall be any Organic Change;

then, in any one or more of such cases, the Corporation shall give, by first class mail, postage prepaid, or by facsimile or by recognized overnight delivery service to non-U.S. residents, addressed to the Registered Holders of the Series A Preferred Stock at the address of each such Holder as shown on the books of the Corporation, (i) at least twenty (20) Trading Days prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such subscription rights or for determining rights to vote in respect of any such Organic Change and (ii) in the case of any such Organic Change, at least twenty (20) Trading Days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (i) shall also specify, in the case of any such subscription rights, the date on which the holders of Common Stock shall be entitled thereto, and such notice in accordance with clause (ii) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Organic Change.

7. Record Owner. The Corporation may deem the person in whose name shares of Series A Preferred Stock shall be registered upon the registry books of the Corporation to be, and may treat him as, the absolute owner of the Series A Preferred Stock for the purposes of conversion and for all other purposes, and the Corporation shall not be affected by any notice to the contrary. All such payments and such conversion shall be valid and effective to satisfy and discharge the liabilities arising under this Certificate of Designations to the extent of the sum or sums so paid or the conversion so made.

8. Register. The Corporation shall maintain a transfer agent, which may be the transfer agent for the Common Stock or the Corporation itself, for the registration of the Series A Preferred Stock. Upon any transfer of shares of Series A Preferred Stock in accordance with the provisions hereof, the Corporation shall register or cause the transfer agent to register such transfer on the Stock Register.

**EXHIBIT A
CAR CHARGING, INC.
CONVERSION NOTICE**

Reference is made to the Certificate of Designations, Preferences and Rights of Series A Convertible Preferred Stock dated November ____, 2009 (the "**Certificate of Designations**"), of Car Charging, Inc., a Nevada Corporation (the "**Corporation**"). In accordance with and pursuant to the Certificate of Designations, the undersigned hereby elects to convert the number of shares of Series A Preferred Stock, par value \$0.001 per share (the "**Preferred Shares**") indicated below into shares of Common Stock, par value \$0.001 per share (the "**Common Stock**"), of the Corporation, by tendering the stock certificate(s) representing the Preferred Shares specified below as of the date specified below.

Conversion: Date of

Number of Preferred Shares to be converted: _____

Please confirm the following information:

Number of shares of Common Stock
to be issued: _____

Please issue the Common Stock into which the Preferred Shares are being converted and, if applicable, any check drawn on an account of the Corporation in the following name and to the following address:

Issue to: _____

Facsimile Number: _____

Authorization: _____

By: _____

Title: _____

Applicable only if the Transfer Agent is a participant in the electronic book entry transfer program:

Account Number:
(if electronic book entry transfer): _____

Transaction Code Number
(if electronic book entry transfer): _____

Participant

Code:

THIS NOTICE MUST BE DELIVERED TO THE TRANSFER AGENT:

WITH AN ADDITIONAL COPY TO BE MAILED TO THE CORPORATION

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this “**Agreement**”), is dated as of December 7, 2009, by and between New Image Concepts, Inc., a Nevada corporation (the “**Company**”), and the subscribers identified on the signature page hereto (each a “**Subscriber**” and collectively, the “**Subscribers**”).

WHEREAS, the Company and each Subscriber are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the provisions of Section 4(2), Section 4(6) and/or Regulation D (“**Regulation D**”) as promulgated by the United States Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**1933 Act**”).

WHEREAS, the parties desire that, upon the terms and subject to the conditions contained herein, the Company shall issue and sell to the Subscribers, as provided herein, and such Subscribers shall purchase a minimum of \$1,000,000 and a maximum of \$1,500,000 (the “**Purchase Price**”) worth of: (i) shares of the Company’s Common Stock, \$0.001 par value (the “**Common Stock**”) at a per share purchase price of \$0.30 per share; and (ii) share purchase warrants (the “**Warrants**”) in the form attached hereto as **Exhibit B**, to purchase shares of the Company’s Common Stock (the “**Warrant Shares**”) (the “**Offering**”). The shares of Common Stock, the Warrants and the Warrant Shares issuable upon this Offering shall be referred to herein as the “**Securities**”; and

WHEREAS, the aggregate proceeds of the Offering shall be held in escrow pursuant to the terms of a Funds Escrow Agreement to be executed by the parties substantially in the form attached hereto as **Exhibit A** (the “**Escrow Agreement**”).

NOW, THEREFORE, in consideration of the mutual covenants and other agreements contained in this Agreement the Company and the Subscriber hereby agree as follows:

1. Closing Date. The “**Closing Date**” shall be the date that the Purchase Price is transmitted by wire transfer or otherwise credited to or for the benefit of the Company. The consummation of the transactions contemplated herein shall take place at the offices of Anslow & Jaclin, LLP, 195 Route 9 South, Suite 204, Manalapan, New Jersey 07726, upon the satisfaction or waiver of all conditions to closing set forth in this Agreement. Subject to the satisfaction or waiver of the terms and conditions of this Agreement, on the Closing Date, Subscribers shall purchase and the Company shall sell to Subscribers shares of Common Stock at the Purchase Price and Warrants as described in Section 2 of this Agreement.

2. Purchase of Common Stock and Warrants.

(a) Common Stock. Subject to the satisfaction or waiver of the terms and conditions of this Agreement, on the Closing Date, each Subscriber shall purchase and the Company shall sell to each Subscriber shares of Common Stock in the Principal Amount designated on the signature page hereto for such Subscriber’s Purchase Price indicated thereon.

(b) Class A Warrants. On the Closing Date, the Company will issue and deliver Class A Warrants to each Subscriber. One Class A Warrant will be issued for each Share issued on the Closing Date. The exercise price to acquire a Warrant Share upon exercise of a Class A Warrant shall be \$0.60. The Class A Warrants shall be exercisable until five years after the issue date of the Class A Warrants.

3. Allocation of Purchase Price. The Purchase Price and number of shares issued to each Subscriber will be allocated among the Subscribers pursuant and in the amounts designated on the signature page hereto for such Subscriber's Purchase Price indicated thereon.

4. Subscriber Representations and Warranties. Each Subscriber hereby represents and warrants to and agrees with the Company that:

(a) Organization and Standing of the Subscriber. If such Subscriber is an entity, such Subscriber is a corporation, partnership or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

(b) Authorization and Power. Such Subscriber has the requisite power and authority to enter into and perform this Agreement and the other Transaction Documents (as defined herein) and to purchase the Notes being sold to it hereunder. The execution, delivery and performance of this Agreement and the other Transaction Documents by such Subscriber and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of such Subscriber or its Board of Directors, stockholders, partners, members, as the case may be, is required. This Agreement and the other Transaction Documents have been duly authorized, executed and delivered by such Subscriber and constitutes, or shall constitute when executed and delivered, a valid and binding obligation of such Subscriber enforceable against such Subscriber in accordance with the terms thereof.

(c) No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation by such Subscriber of the transactions contemplated hereby and thereby or relating hereto do not and will not (i) result in a violation of such Subscriber's charter documents or bylaws or other organizational documents or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement, indenture or instrument or obligation to which such Subscriber is a party or by which its properties or assets are bound, or result in a violation of any law, rule, or regulation, or any order, judgment or decree of any court or governmental agency applicable to such Subscriber or its properties (except for such conflicts, defaults and violations as would not, individually or in the aggregate, have a material adverse effect on such Subscriber). Such Subscriber is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement and the other Transaction Documents or to purchase the Securities in accordance with the terms hereof, provided that for purposes of the representation made in this sentence, such Subscriber is assuming and relying upon the accuracy of the relevant representations and agreements of the Company herein.

(d) Information on Company. Such Subscriber has been furnished with or has had access to the EDGAR Website of the Commission to the Company's Form 10-Q filed on September 30, 2009 for the quarter ended June 30, 2009, together with all other filings made with the Commission available at the EDGAR website until five (5) days before the Closing Date (hereinafter referred to collectively as the "**Reports**"). In addition, such Subscriber may have received in writing from the Company such other information concerning its operations, financial condition and other matters as such Subscriber has requested in writing, identified thereon as Other Written Information (such other information is collectively, the "**Other Written Information**"), and considered all factors such Subscriber deems material in deciding on the advisability of investing in the Securities. Such Subscriber has relied on the Reports and Other Written Information in making its investment decision.

(e) Information on Subscriber. Subscriber is, and will be at the time of the issuance of the Securities, an "**accredited investor**," as such term is defined in Regulation D promulgated by the Commission under the 1933 Act, is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in private placements in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable such Subscriber to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. Such Subscriber has the authority and is duly and legally qualified to purchase and own the Securities. Such Subscriber is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. The information set forth on the signature page hereto regarding such Subscriber is accurate.

(f) Purchase of Shares of Common Stock and Warrant. On the Closing Date, such Subscriber will purchase the Securities as principal for its own account for investment only and not with a view toward, or for resale in connection with, the public sale or any distribution thereof.

(g) Compliance with Securities Act. Such Subscriber understands and agrees that the Securities have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of the Subscriber contained herein), and that such Securities must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration. In any event, and subject to compliance with applicable securities laws, the Subscriber may enter into lawful hedging transactions in the course of hedging the position they assume and the Subscriber may also enter into lawful short positions or other derivative transactions relating to the Securities, or interests in the Securities, and deliver the Securities, or interests in the Securities, to close out their short or other positions or otherwise settle other transactions, or loan or pledge the Securities, or interests in the Securities, to third parties who in turn may dispose of these Securities.

(h) Shares of Common Stock and Warrant Shares Legend. The Securities shall bear the following or similar legend:

"THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

(i) Communication of Offer. The offer to sell the Securities was directly communicated to such Subscriber by the Company. At no time was such Subscriber presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

(j) Restricted Securities. Such Subscriber understands that the Securities have not been registered under the 1933 Act and such Subscriber will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Securities unless pursuant to an effective registration statement under the 1933 Act, or unless an exemption from registration is available. Notwithstanding anything to the contrary contained in this Agreement, such Subscriber may transfer (without restriction and without the need for an opinion of counsel) the Securities to its Affiliates (as defined below) provided that each such Affiliate is an "accredited investor" under Regulation D and such Affiliate agrees to be bound by the terms and conditions of this Agreement. For the purposes of this Agreement, an "**Affiliate**" of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity. Affiliate includes each Subsidiary of the Company. For purposes of this definition, "**control**" means the power to direct the management and policies of such person or firm, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(k) No Governmental Review. Such Subscriber understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Securities or the suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(l) Correctness of Representations. Such Subscriber represents as to such Subscriber that the foregoing representations and warranties are true and correct as of the date hereof and, unless such Subscriber otherwise notifies the Company prior to the Closing Date shall be true and correct as of the Closing Date.

(m) Acknowledgement of Going Concern. Such Subscriber recognizes and acknowledges that the Company is a “going concern” as disclosed in its Reports and Other Written Information and as reported by its auditor and may be unable to meet its financial obligations over the next twelve months.

(n) Survival. The foregoing representations and warranties shall survive the Closing Date.

5. Company Representations and Warranties. The Company represents and warrants to and agrees with each Subscriber that:

(a) Due Incorporation. The Company is a corporation or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate power to own its properties and to carry on its business as presently conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary, other than those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect. For purposes of this Agreement, a “**Material Adverse Effect**” shall mean a material adverse effect on the financial condition, results of operations, prospects, properties or business of the Company and its Subsidiaries taken as a whole. For purposes of this Agreement, “**Subsidiary**” means, with respect to any entity at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity of which more than 30% of (i) the outstanding capital stock having (in the absence of contingencies) ordinary voting power to elect a majority of the board of directors or other managing body of such entity, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such entity. As of the Closing Date, all of the Company’s Subsidiaries and the Company’s ownership interest therein is set forth on **Schedule 5(a)**.

(b) Outstanding Stock. All issued and outstanding shares of capital stock and equity interests in the Company have been duly authorized and validly issued and are fully paid and non-assessable.

(c) Authority; Enforceability. This Agreement, the Securities, the Escrow Agreement, and any other agreements delivered together with this Agreement or in connection herewith (collectively, the “**Transaction Documents**”) have been duly authorized, executed and delivered by the Company and/or Subsidiaries and are valid and binding agreements of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency,

fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. The Company has full corporate power and authority necessary to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

(d) Capitalization and Additional Issuances. The authorized and outstanding capital stock of the Company and Subsidiaries on a fully diluted basis as of the date of this Agreement and the Closing Date (not including the Securities) are set forth on **Schedule 5(d)**. Except as set forth on **Schedule 5(d)**, there are no options, warrants, or rights to subscribe to, securities, rights, understandings or obligations convertible into or exchangeable for or giving any right to subscribe for any shares of capital stock or other equity interest of the Company or any of the Subsidiaries. The only officer, director, employee and consultant stock option or stock incentive plan or similar plan currently in effect or contemplated by the Company is described on **Schedule 5(d)**. There are no outstanding agreements or preemptive or similar rights affecting the Company's Common Stock.

(e) Consents. No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over the Company, or any of its Affiliates, the OTC Bulletin Board (the "**Bulletin Board**") or the Company's shareholders is required for the execution by the Company of the Transaction Documents and compliance and performance by the Company of its obligations under the Transaction Documents, including, without limitation, the issuance and sale of the Securities. The Transaction Documents and the Company's performance of its obligations thereunder has been unanimously approved by the Company's Board of Directors. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority in the world, including without limitation, the United States, or elsewhere is required by the Company or any Affiliate of the Company in connection with the consummation of the transactions contemplated by this Agreement, except as would not otherwise have a Material Adverse Effect or the consummation of any of the other agreements, covenants or commitments of the Company or any Subsidiary contemplated by the other Transaction Documents. Any such qualifications and filings will, in the case of qualifications, be effective on the Closing and will, in the case of filings, be made within the time prescribed by law.

(f) No Violation or Conflict. Assuming the representations and warranties of the Subscriber in Section 4 are true and correct, neither the issuance nor sale of the Securities nor the performance of the Company's obligations under this Agreement and all other agreements entered into by the Company relating thereto by the Company will:

(i) violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would be reasonably likely to constitute a default) under (A) the articles or certificate of incorporation, charter or bylaws of the Company, (B) to the Company's knowledge, any decree, judgment, order, law, treaty, rule, regulation or determination applicable to the Company of any court, governmental agency or body, or arbitrator having jurisdiction over the Company or over the properties or assets of the Company or any of its Affiliates, (C) the terms of any bond, debenture, note or any other evidence of indebtedness, or any agreement, stock option or other similar plan, indenture, lease, mortgage, deed of trust or other instrument to which the Company or any of its Affiliates is a party, by which the

Company or any of its Affiliates is bound, or to which any of the properties of the Company or any of its Affiliates is subject, or (D) the terms of any "lock-up" or similar provision of any underwriting or similar agreement to which the Company, or any of its Affiliates is a party except the violation, conflict, breach, or default of which would not have a Material Adverse Effect; or

(ii) result in the creation or imposition of any lien, charge or encumbrance upon the Securities or any of the assets of the Company or any of its Affiliates except in favor of Subscriber as described herein; or

(iii) result in the activation of any anti-dilution rights or a reset or repricing of any debt, equity or security instrument of any creditor or equity holder of the Company, or the holder of the right to receive any debt, equity or security instrument of the Company nor result in the acceleration of the due date of any obligation of the Company; or

(iv) result in the triggering of any piggy-back or other registration rights of any person or entity holding securities of the Company or having the right to receive securities of the Company.

(g) The Securities. The Securities upon issuance:

(i) are, or will be, free and clear of any security interests, liens, claims or other encumbrances, subject only to restrictions upon transfer under the 1933 Act and any applicable state securities laws;

(ii) have been, or will be, duly and validly authorized and on the dates of issuance of the Securities, such Securities will be duly and validly issued, fully paid and non-assessable, and if registered pursuant to the 1933 Act and resold pursuant to an effective registration statement or exempt from registration will be free trading, unrestricted and unlegended;

(iii) will not have been issued or sold in violation of any preemptive or other similar rights of the holders of any securities of the Company or rights to acquire securities of the Company; and

(iv) will not subject the holders thereof to personal liability by reason of being such holders.

(h) Litigation. There is no pending or, to the best knowledge of the Company, threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over the Company, or any of its Affiliates that would affect the execution by the Company or the complete and timely performance by the Company of its obligations under the Transaction Documents. Except as disclosed in the Reports, there is no pending or, to the best knowledge of the Company, basis for or threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over the Company, or any of its Affiliates which litigation if adversely determined would have a Material Adverse Effect.

(i) No Market Manipulation. The Company and its Affiliates have not taken, and will not take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Securities or affect the price at which the Securities may be issued or resold.

(j) Information Concerning Company. The Reports and Other Written Information contain all material information relating to the Company and its operations and financial condition as of their respective dates which information is required to be disclosed therein. Since June 30, 2009 and except as modified in the Reports and Other Written Information or in the Schedules hereto, there has been no Material Adverse Effect relating to the Company's business, financial condition or affairs. The Reports and Other Written Information including the financial statements included therein do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, taken as a whole, not misleading in light of the circumstances and when made.

(k) Defaults. The Company is not in violation of its articles of incorporation or bylaws. The Company is (i) not in default under or in violation of any other material agreement or instrument to which it is a party or by which it or any of its properties are bound or affected, which default or violation would have a Material Adverse Effect, (ii) not in default with respect to any order of any court, arbitrator or governmental body or subject to or party to any order of any court or governmental authority arising out of any action, suit or proceeding under any statute or other law respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters, or (iii) not in violation of any statute, rule or regulation of any governmental authority which violation would have a Material Adverse Effect.

(l) No Integrated Offering. Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales of any security of the Company nor solicited any offers to buy any security of the Company under circumstances that would cause the offer of the Securities pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of the 1933 Act or any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of the Bulletin Board. No prior offering will impair the exemptions relied upon in this Offering or the Company's ability to timely comply with its obligations hereunder. Neither the Company nor any of its Affiliates will take any action or steps that would cause the offer or issuance of the Securities to be integrated with other offerings which would impair the exemptions relied upon in this Offering or the Company's ability to timely comply with its obligations hereunder. The Company will not conduct any offering other than the transactions contemplated hereby that may be integrated with the offer or issuance of the Securities that would impair the exemptions relied upon in this Offering or the Company's ability to timely comply with its obligations hereunder.

(m) No General Solicitation. Neither the Company, nor any of its Affiliates, nor to its knowledge, any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the 1933 Act) in connection with the offer or sale of the Securities.

(n) No Undisclosed Liabilities. The Company has no liabilities or obligations which are material, individually or in the aggregate, other than those incurred in the ordinary course of the Company businesses since September 30, 2009 and which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, except as disclosed in the Reports or on **Schedule 5(n)**.

(o) No Undisclosed Events or Circumstances. Since September 30, 2009 except as disclosed in the Reports, no event or circumstance has occurred or exists with respect to the Company or its businesses, properties, operations or financial condition, that, under applicable law, rule or regulation, requires public disclosure or announcement prior to the date hereof by the Company but which has not been so publicly announced or disclosed in the Reports.

(p) Banking. **Schedule 5(p)** contains a list of all financial institutions at which the Company and Subsidiaries maintains deposit, checking and other accounts. The list includes the accurate addresses of such financial institution and account numbers of such accounts.

(q) Dilution. The Company's executive officers and directors understand the nature of the Securities being sold hereby and recognize that the issuance of the Securities will have a potential dilutive effect on the equity holdings of other holders of the Company's equity or rights to receive equity of the Company. The board of directors of the Company has concluded, in its good faith business judgment that the issuance of the Securities is in the best interests of the Company. The Company specifically acknowledges that its obligation to issue the Securities is binding upon the Company and enforceable regardless of the dilution such issuance may have on the ownership interests of other shareholders of the Company or parties entitled to receive equity of the Company.

(r) No Disagreements with Accountants and Lawyers. Other than the opinion regarding the Company's ability to continue as a "going concern," as disclosed in the Company's Reports, there are no material disagreements of any kind presently existing, or reasonably anticipated by the Company to arise between the Company and the accountants and lawyers previously and presently employed by the Company, including but not limited to disputes or conflicts over payment owed to such accountants and lawyers, nor have there been any such disagreements during the two years prior to the Closing Date.

(s) Investment Company. Neither the Company nor any Affiliate of the Company is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(t) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(u) Reporting Company. The Company is a publicly-held company subject to reporting obligations pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**") and has a class of Common Stock registered pursuant to Section 12(g) of the 1934 Act. Pursuant to the provisions of the 1934 Act, the Company has timely filed all reports and other materials required to be filed thereunder with the Commission during the preceding twelve months.

(v) Listing. The Company's Common Stock is quoted on the Bulletin Board under the symbol NIMC. The Company has not received any oral or written notice that its Common Stock is not eligible nor will become ineligible for quotation on the Bulletin Board nor that its Common Stock does not meet all requirements for the continuation of such quotation. The Company satisfies all the requirements for the continued quotation of its Common Stock on the Bulletin Board.

(w) Transfer Agent. The Company's transfer agent is a participant in the Depository Trust Company Automated Securities Transfer Program. The name, address, telephone number, fax number, contact person and email address of the Company transfer agent is set forth on **Schedule 5(w)** hereto.

(x) Company Predecessor and Subsidiaries. The Company makes each of the representations contained in Sections 5(a), (b), (c), (d), (e), (f), (h), (j), (k), (n), (o), (p), (r), (s) and (t) of this Agreement, as same relate or could be applicable to each Subsidiary. All representations made by or relating to the Company of a historical or prospective nature and all undertakings described in Sections 9(g) through 9(l) shall relate, apply and refer to the Company and its predecessors and successors. The Company represents that it owns all of the equity of the Subsidiaries and rights to receive equity of the Subsidiaries identified on **Schedule 5(a)**, free and clear of all liens, encumbrances and claims, except as set forth on **Schedule 5(a)**. No person or entity other than the Company has the right to receive any equity interest in the Subsidiaries. The Company further represents that the Subsidiaries have not been known by any other name for the prior five years.

(y) Correctness of Representations. The Company represents that the foregoing representations and warranties are true and correct as of the date hereof in all material respects, and, unless the Company otherwise notifies the Subscribers prior to the Closing Date, shall be true and correct in all material respects as of the Closing Date; provided, that, if such representation or warranty is made as of a different date, in which case such representation or warranty shall be true as of such date.

(z) Survival. The foregoing representations and warranties shall survive the Closing Date.

6. Regulation D Offering/Legal Opinion. The offer and issuance of the Securities to the Subscribers is being made pursuant to the exemption from the registration provisions of the 1933 Act afforded by Section 4(2) or Section 4(6) of the 1933 Act and/or Rule 506 of Regulation D promulgated thereunder. On the Closing Date, the Company will provide an opinion reasonably acceptable to the Subscribers from the Company's legal counsel opining on the availability of an exemption from registration under the 1933 Act as it relates to the offer and issuance of the Securities and other matters reasonably requested by Subscribers. The Company will provide, at the Company's expense, such other legal opinions, if any, as are reasonably necessary in each Subscriber's opinion for the issuance and resale of the Common Stock pursuant to an effective registration statement, Rule 144 under the 1933 Act or an exemption from registration.

7. Covenants of the Company. The Company covenants and agrees with the Subscribers as follows:

(a) Stop Orders. Subject to the prior notice requirement described in Section 12(a), the Company will advise the Subscribers, within twenty-four hours after it receives notice of issuance by the Commission, any state securities commission or any other regulatory authority of any stop order or of any order preventing or suspending any offering of any securities of the Company, or of the suspension of the qualification of the Common Stock of the Company for offering or sale in any jurisdiction, or the initiation of any proceeding for any such purpose. The Company will not issue any stop transfer order or other order impeding the sale, resale or delivery of any of the Securities, except as may be required by any applicable federal or state securities laws and unless contemporaneous notice of such instruction is given to the Subscribers.

(b) Listing/Quotation. The Company shall promptly secure the quotation or listing of the Securities upon each national securities exchange, or automated quotation system upon the Company's Common Stock is quoted or listed and upon which such Securities are or become eligible for quotation or listing (subject to official notice of issuance) and shall maintain same so long as any Subscriber still owns the Securities. The Company will maintain the quotation or listing of its Common Stock on the American Stock Exchange, Nasdaq Capital Market, Nasdaq Global Market, Nasdaq Global Select Market, Bulletin Board, or New York Stock Exchange (whichever of the foregoing is at the time the principal trading exchange or market for the Common Stock (the "**Principal Market**"), and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Principal Market, as applicable. The Company will provide Subscribers with copies of all notices it receives notifying the Company of the threatened and actual delisting of the Common Stock from any Principal Market. As of the date of this Agreement and the Closing Date, the Bulletin Board is and will be the Principal Market.

(c) Market Regulations. If required, the Company shall notify the Commission, the Principal Market and applicable state authorities, in accordance with their requirements, of the transactions contemplated by this Agreement, and shall take all other necessary action and proceedings as may be required and permitted by applicable law, rule and regulation, for the legal and valid issuance of the Securities to the Subscribers and promptly provide copies thereof to the Subscribers.

(d) Filing Requirements. From the date of this Agreement and until the last to occur of (i) two (2) years after the Closing Date, (ii) until all the Securities have been resold or transferred by the Subscriber pursuant to a registration statement or pursuant to Rule 144(b)(1)(i), or (iii) the Subscriber no longer owns the Securities (the date of such latest occurrence being the "**End Date**"), the Company will (A) cause its Common Stock to continue to be registered under Section 12(b) or 12(g) of the 1934 Act, (B) comply in all respects with its reporting and filing obligations under the 1934 Act, (C) voluntarily comply with all reporting requirements that are applicable to an issuer with a class of shares registered pursuant to Section 12(g) of the 1934 Act, if the Company is not subject to such reporting requirements, and (D) comply with all requirements related to any registration statement filed pursuant to this Agreement. The Company will use its

best efforts not to take any action or file any document (whether or not permitted by the 1933 Act or the 1934 Act or the rules thereunder) to terminate or suspend such registration or to terminate or suspend its reporting and filing obligations under said acts until the End Date. Until the End Date, the Company will continue the listing or quotation of the Common Stock on a Principal Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Principal Market. The Company agrees to timely file a Form D with respect to the Securities if required under Regulation D and to provide a copy thereof to each Subscriber promptly after such filing.

(e) Use of Proceeds. The proceeds of the Offering will be employed by the Company for expenses of the Offering, and general working capital. Except as described on **Schedule 7(e)**, the Purchase Price may not and will not be used for accrued and unpaid officer and director salaries, payment of financing related debt, redemption of outstanding notes or equity instruments of the Company nor non-trade obligations outstanding on a Closing Date. For so long as any Note is outstanding, the Company will not prepay any financing related debt obligations, except equipment payments or in the event such payments are made in the ordinary course of business, nor redeem any equity instruments of the Company without the prior consent of the Subscribers.

(f) DTC Program. At all times that the Common Stock is outstanding, the Company will employ as the transfer agent for the Common Stock, a participant in the Depository Trust Company Automated Securities Transfer Program.

(g) Taxes. From the date of this Agreement and until the End Date, the Company will promptly pay and discharge, or cause to be paid and discharged, when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, property or business of the Company; provided, however, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if the Company shall have set aside on its books adequate reserves with respect thereto, and provided, further, that the Company will pay all such taxes, assessments, charges or levies forthwith upon the commencement of proceedings to foreclose any lien which may have attached as security therefore.

(h) Insurance. As reasonably necessary as determined by the Company, from the date of this Agreement and until the End Date, the Company will keep its assets which are of an insurable character insured by financially sound and reputable insurers against loss or damage by fire, explosion and other risks customarily insured against by companies in the Company's line of business and location, in amounts and to the extent and in the manner customary for companies in similar businesses similarly situated and located and to the extent available on commercially reasonable terms.

(i) Books and Records. From the date of this Agreement and until the End Date, the Company will keep true records and books of account in which full, true and correct entries will be made of all dealings or transactions in relation to its business and affairs in accordance with generally accepted accounting principles applied on a consistent basis.

(j) Governmental Authorities. From the date of this Agreement and until the End Date, the Company shall duly observe and conform in all material respects to all valid requirements of governmental authorities relating to the conduct of its business or to its properties or assets.

(k) Intellectual Property. From the date of this Agreement and until the End Date, the Company shall maintain in full force and effect its corporate existence, rights and franchises and all licenses and other rights to use intellectual property owned or possessed by it and reasonably deemed to be necessary to the conduct of its business, unless it is sold for value. **Schedule 9(l)** hereto identifies all of the intellectual property owned by the Company and Subsidiaries.

(l) Properties. From the date of this Agreement and until the End Date, the Company will keep its properties in good repair, working order and condition, reasonable wear and tear excepted, and from time to time make all necessary and proper repairs, renewals, replacements, additions and improvements thereto; and the Company will at all times comply with each provision of all leases and claims to which it is a party or under which it occupies or has rights to property if the breach of such provision could reasonably be expected to have a Material Adverse Effect. The Company will not abandon any of its assets except for those assets which have negligible or marginal value or for which it is prudent to do so under the circumstances.

(m) Confidentiality/Public Announcement. From the date of this Agreement and until the End Date, the Company agrees that except in connection with a Form 8-K and the registration statement or statements regarding the Subscriber's Securities or in correspondence with the SEC regarding same, it will not disclose publicly or privately the identity of the Subscriber unless expressly agreed to in writing by a Subscriber or only to the extent required by law and then only upon not less than three days prior notice to Subscriber. In any event and subject to the foregoing, the Company undertakes to file a Form 8-K describing the Offering not later than the fourth (4th) business day after the Closing Date. Prior to the Closing Date, such Form 8-K will be provided to Subscribers for their review and approval. In the Form 8-K, the Company will specifically disclose the nature of the Offering and amount of Common Stock outstanding immediately after the Closing. Upon delivery by the Company to the Subscribers after the Closing Date of any notice or information, in writing, electronically or otherwise, and while Securities are held by Subscribers, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company or Subsidiaries, the Company shall within one business day after any such delivery publicly disclose such material, nonpublic information on a Report on Form 8-K. **In the event that the Company believes that a notice or communication to Subscribers contains material, nonpublic information relating to the Company or Subsidiaries, the Company shall so indicate to Subscribers prior to delivery of such notice or information. Subscribers will be granted sufficient time to notify the Company that such Subscriber elects not to receive such information. In such case, the Company will not deliver such information to Subscribers. In the absence of any such indication, Subscribers shall be allowed to presume that all matters relating to such notice and information do not constitute material, nonpublic information relating to the Company or Subsidiaries.**

(n) **Non-Public Information.** The Company covenants and agrees that except for the Reports, Other Written Information and schedules and exhibits to this Agreement and the Transaction Documents, which information the Company undertakes to publicly disclose on the Form 8-K described in Section 9(n) above, neither it nor any other person acting on its behalf will at any time provide any Subscriber or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto such Subscriber shall have agreed in writing to accept such information. The Company understands and confirms that each Subscriber shall be relying on the foregoing representations in effecting transactions in securities of the Company.

(o) **Negative Covenants.** So long as a Note is outstanding, without the consent of the Subscribers, the Company will not and will not permit any of its Subsidiaries to directly or indirectly:

(i) create, incur, assume or suffer to exist any pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, security title, mortgage, security deed or deed of trust, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code or comparable law of any jurisdiction) (each, a “**Lien**”) upon any of its property, whether now owned or hereafter acquired except for: (A) the Excepted Issuances, and (B) (a) Liens imposed by law for taxes that are not yet due or are being contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles; (b) carriers’, warehousemen’s, mechanics’, material men’s, repairmen’s and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or that are being contested in good faith and by appropriate proceedings; (c) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations; (d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business; (e) Liens created with respect to the financing of the purchase of new property in the ordinary course of the Company’s business up to the amount of the purchase price of such property; and (f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property (each of (a) through (f), a “**Permitted Lien**”).

(ii) amend its certificate of incorporation, bylaws or its charter documents so as to materially and adversely affect any rights of the Subscriber (an increase in the amount of authorized shares and an increase in the number of directors will not be deemed adverse to the rights of the Subscribers);

(iii) repay, repurchase or offer to repay, repurchase or otherwise acquire or make any dividend or distribution in respect of any of its Common Stock, preferred stock, or other equity securities other than to the extent permitted or required under the Transaction Documents.

(iv) engage in any transactions with any officer, director, employee or any Affiliate of the Company, including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of \$100,000 other than (i) for payment of salary, or fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company, and (iii) for other employee benefits, including stock option agreements under any stock option plan of the Company; or

(v) prepay or redeem any financing related debt or past due obligations or securities outstanding as of the Closing Date, or past due obligations (except with respect to vendor obligations, any such obligations which in management's good faith, reasonable judgment must be repaid to avoid disruption of the Company's businesses.

The Company agrees to provide Subscribers not less than ten (10) days notice prior to becoming obligated to or effectuating a Permitted Lien or Excepted Issuance.

(p) Notices. For so long as the Subscribers hold any Securities, the Company will maintain a United States address and United States fax number for notice purposes under the Transaction Documents.

(q) Transactions With Insiders. For so long as the Subscribers hold any Securities, the Company shall not, and shall cause each of its subsidiaries not to, enter into, amend, modify or supplement, or permit any subsidiary to enter into, amend, modify or supplement any agreement, transaction, commitment, or arrangement relating to the sale, transfer or assignment of any of the Company's tangible or intangible assets with any of its Insiders (as defined below)(or any persons who were Insiders at any time during the previous two (2) years), or any Affiliates (as defined below) thereof, or with any individual related by blood, marriage, or adoption to any such individual. Affiliate for purposes of this Section 7(q) means, with respect to any person or entity, another person or entity that, directly or indirectly, (i) has a ten percent (10%) or more equity interest in that person or entity, (ii) has ten percent (10%) or more common ownership with that person or entity, (iii) controls that person or entity, or (iv) shares common control with that person or entity. "Control" or "Controls" for purposes hereof means that a person or entity has the power, direct or indirect, to conduct or govern the policies of another person or entity. For purposes hereof, "Insiders" shall mean any officer, director or manager of the Company, including but not limited to the Company's president, chief executive officer, chief financial officer and chief operations officer, and any of their affiliates or family members.

(r) Blackout. The Company undertakes and covenants that without the consent of the Subscribers, until the end of the Exclusion Period, the Company will not enter into any acquisition, merger, exchange or sale or other transaction or fail to take any action that could have the effect of delaying the effectiveness of any pending registration statement beyond the effective date, or causing an already effective registration statement to no longer be effective or current for a period of forty-five or more days in the aggregate during any three hundred and sixty-five day period.

8. Covenants of the Company Regarding Indemnification.

(a) The Company agrees to indemnify, hold harmless, reimburse and defend the Subscribers, the Subscribers' officers, directors, agents, Affiliates, members, managers, control persons, and principal shareholders, against any claim, cost, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature, incurred by or imposed upon the Subscribers or any such person which results, arises out of or is based upon (i) any material misrepresentation by Company or breach of any representation or warranty by Company in this Agreement or in any Exhibits or Schedules attached hereto in any Transaction Document, or other agreement delivered pursuant hereto or in connection herewith, now or after the date hereof; or (ii) after any applicable notice and/or cure periods, any breach or default in performance by the Company of any covenant or undertaking to be performed by the Company hereunder, or any other agreement entered into by the Company and Subscribers relating hereto.

(b) In no event shall the liability of the Subscribers or permitted successor hereunder or under any Transaction Document or other agreement delivered in connection herewith be greater in amount than the dollar amount of the net proceeds actually received by such Subscriber or successor upon the sale of Securities.

9. Additional Post-Closing Obligations.

9.1. Piggy-Back Registrations. If at any time until two years after the Closing Date there is not an effective registration statement covering all of the Securities or the Securities are not saleable under Rule 144, and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the 1933 Act of any of its equity securities, but excluding Forms S-4 or S-8 and similar forms which do not permit such registration, then the Company shall send to each holder of any of the Securities written notice of such determination and, if within fifteen calendar days after receipt of such notice, any such holder shall so request in writing, the Company shall include in such registration statement all or any part of the Securities such holder requests to be registered, subject to customary underwriter cutbacks applicable to all holders of registration rights and any cutbacks in accordance with guidance provided by the Securities and Exchange Commission (including, but not limited to, Rule 415). The obligations of the Company under this Section may be waived by any holder of any of the Securities entitled to registration rights under this Section 9.1. The holders whose Securities are included or required to be included in such registration statement are granted the same rights, benefits, liquidated or other damages and indemnification granted to other holders of securities included in such registration statement. Notwithstanding anything to the contrary herein, the registration rights granted hereunder to the holders of Securities shall not be applicable for such times as such Securities may be sold by the holder thereof without restriction pursuant to Section 144(b)(1) of the 1933 Act. In no event shall the liability of any holder of Securities or permitted successor in connection with any Securities included in any such registration statement be greater in amount than the dollar amount of the net proceeds actually received by such Subscriber upon the sale of the Securities sold pursuant to such registration or such lesser amount applicable to other holders of Securities included in such registration statement. All expenses incurred by the

Company in complying with Section 11, including, without limitation, all registration and filing fees, printing expenses (if required), fees and disbursements of counsel and independent public accountants for the Company, fees and expenses (including reasonable counsel fees) incurred in connection with complying with state securities or “blue sky” laws, fees of the NASD, transfer taxes, and fees of transfer agents and registrars, are called “**Registration Expenses.**” All underwriting discounts and selling commissions applicable to the sale of registrable securities are called “**Selling Expenses.**” The Company will pay all Registration Expenses in connection with the registration statement under Section 11. Selling Expenses in connection with each registration statement under Section 11 shall be borne by the holder and will be apportioned among such holders in proportion to the number of Securities included therein for a holder relative to all the Securities included therein for all selling holders, or as all holders may agree

9.2. Delivery of Unlegended Shares.

(a) Within three (3) business days (such third business day being the “**Unlegended Securities Delivery Date**”) after the business day on which the Company has received (i) a representation that the prospectus delivery requirements, or the requirements of Rule 144, as applicable and if required, have been satisfied, (iii) the original share certificates representing the shares of Common Stock that have been sold, and (iv) in the case of sales under Rule 144, customary representation letters of the Subscriber and, if required, Subscriber’s broker regarding compliance with the requirements of Rule 144, the Company at its expense, (y) shall deliver, and shall cause legal counsel selected by the Company to deliver to its transfer agent (with copies to Subscriber) an appropriate instruction and opinion of such counsel, directing the delivery of shares of Common Stock without any legends including the legend set forth in Section 4(h) above (the “**Unlegended Securities**”); and (z) cause the transmission of the certificates representing the Unlegended Securities together with a legended certificate representing the balance of the submitted Common Stock certificate, if any, to the Subscriber at the address specified in the notice of sale, via express courier, by electronic transfer or otherwise on or before the Unlegended Securities Delivery Date.

(b) In lieu of delivering physical certificates representing the Unlegended Securities, upon request of Subscriber, and, if the Company is DTC and/or DWAC eligible, so long as the certificates therefor do not bear a legend and the Subscriber is not obligated to return such certificate for the placement of a legend thereon, the Company shall cause its transfer agent to electronically transmit the Unlegended Securities by crediting the account of Subscriber’s prime broker with the Depository Trust Company through its Deposit Withdrawal Agent Commission system, if such transfer agent participates in such DWAC system. Such delivery must be made on or before the Unlegended Securities Delivery Date.

(c) The Company understands that a delay in the delivery of the Unlegended Securities pursuant to Section 11 hereof later than the Unlegended Securities Delivery Date could result in economic loss to a Subscriber. As compensation to a Subscriber for such loss, the Company agrees to pay late payment fees (as liquidated damages and not as a penalty) to the Subscriber for late delivery of Unlegended Securities in the amount of \$100 per business day after the Delivery Date for each \$10,000 of purchase price of the Unlegended Securities subject to the delivery default. If during any 360 day period, the Company fails to deliver Unlegended Securities as required by this Section 9.2 for an aggregate of thirty days, then each Subscriber or assignee

holding Securities subject to such default may, at its option, require the Company to redeem all or any portion of the Securities subject to such default at a price per share equal to the greater of (i) 120%, or (ii) a fraction in which the numerator is the highest closing price of the Common Stock during the aforescribed thirty day period and the denominator of which is the lowest conversion price during such thirty day period, multiplied by the price paid by Subscriber for such Common Stock (“**Unlegended Redemption Amount**”). The Company shall pay any payments incurred under this Section in immediately available funds upon demand.

(d) In the event a Subscriber shall request delivery of Unlegended Securities as described in Section 10.2 and the Company is required to deliver such Unlegended Securities pursuant to Section 10.2, the Company may not refuse to deliver Unlegended Securities based on any claim that such Subscriber or anyone associated or affiliated with such Subscriber has been engaged in any violation of law, or for any other reason, unless, an injunction or temporary restraining order from a court, on notice, restraining and or enjoining delivery of such Unlegended Securities shall have been sought and obtained by the Company and the Company has posted a surety bond for the benefit of such Subscriber in the amount of 120% of the amount of the aggregate purchase price of the Common Stock which are subject to the injunction or temporary restraining order, which bond shall remain in effect until the completion of arbitration/litigation of the dispute and the proceeds of which shall be payable to such Subscriber to the extent Subscriber obtains judgment in Subscriber’s favor.

(e) In addition to any other rights available to Subscriber, if the Company fails to deliver to a Subscriber Unlegended Securities as required pursuant to this Agreement and after the Unlegended Securities Delivery Date, the Subscriber or a broker on the Subscriber’s behalf, purchases (in an open market transaction or otherwise) shares of common stock to deliver in satisfaction of a sale by such Subscriber of the shares of Common Stock which the Subscriber was entitled to receive from the Company (a “**Buy-In**”), then the Company shall pay in cash to the Subscriber (in addition to any remedies available to or elected by the Subscriber) the amount by which (A) the Subscriber's total purchase price (including brokerage commissions, if any) for the shares of common stock so purchased exceeds (B) the aggregate purchase price of the shares of Common Stock delivered to the Company for reissuance as Unlegended Securities together with interest thereon at a rate of 15% per annum accruing until such amount and any accrued interest thereon is paid in full (which amount shall be paid as liquidated damages and not as a penalty). For example, if a Subscriber purchases shares of Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to \$10,000 of purchase price of shares of Common Stock delivered to the Company for reissuance as Unlegended Securities, the Company shall be required to pay the Subscriber \$1,000, plus interest.. The Subscriber shall provide the Company written notice indicating the amounts payable to the Subscriber in respect of the Buy-In.

10. Most Favored Nations Provision. Other than in connection with Excepted Issuances, if at any time during the six (6) months following the Closing, the Company shall agree to or issue any Common Stock or securities convertible into or exercisable for shares of Common Stock (or modify any of the foregoing which may be outstanding) to any person or entity at a price per share or conversion or exercise price per share which shall be less than the Per Share Purchase Price in effect at such time (the “**Lower Price Issuance**”), without the consent of the Subscribers, then the Company shall issue, for each such occasion, additional shares of Common Stock to the

Subscribers respecting those Securities that are then still owned by the Subscribers at the time of the Lower Price Issuance so that the Per Share Purchase Price of the Securities purchased and owned by the Subscribers on the date of the Lower Price Issuance is equal to such other lower price per share. The Per Share Purchase Price of the Securities shall be calculated separately for each of the Subscribers. The delivery to each Subscriber of the additional shares of Common Stock shall be not later than the closing date of the transaction giving rise to the requirement to issue additional shares of Common Stock. Subscriber is granted the registration rights described in Section 10 hereof in connection with such additional shares of Common Stock. For purposes of the issuance and adjustment described in this paragraph, the issuance of any security of the Company carrying the right to convert such security into shares of Common Stock or of any warrant, right or option to purchase Common Stock shall result in the issuance of the additional shares of Common Stock upon the sooner of the agreement to or actual issuance of such convertible security, warrant, right or option and again at any time upon any subsequent issuances of shares of Common Stock upon exercise of such conversion or purchase rights if such issuance is at a price lower than the Per Share Purchase Price in effect upon such issuance. Common Stock issued or issuable by the Company for no consideration or for consideration that cannot be determined at the time of issue will be deemed issuable or to have been issued for \$0.0001 per share of Common Stock. The rights of Subscriber set forth in this Section 10 are in addition to any other rights the Subscriber has pursuant to this Agreement, any Transaction Document, and any other agreement referred to or entered into in connection herewith or to which Subscriber and Company are parties.

For the purpose of this Agreement, the term “**Excepted Issuance**” includes: (i) issuances of Common Stock or options to employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee directors established for such purpose, (ii) transactions with strategic industry or operating partners of the Company involving the issuance of Common Stock or securities convertible into Common Stock, or upon the exercise of warrants related to the deal terms of the foregoing, or (iii) issuance of restricted stock, stock options or warrants to employees, officers or directors pursuant to compensation arrangements approved by the Company’s Board of Directors.

11. No Manipulation of Price and Trading Activities. Each Subscriber agrees that it will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company, including selling the Securities purchased herein or any shares of Common Stock within thirty (30) days of the one-year anniversary of the Closing Date as to cause an adjustment of the exercise price of the Warrant as described in Section 3.4 of the Warrant.

12. Miscellaneous.

(a) Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed

effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:

New Image Concepts, Inc.
Attn: Andy Kinard
1691 Michigan Avenue, Suite 425
Miami Beach, Florida 33193
facsimile: (305) 521-0201

With a copy by fax only to (which copy shall not constitute notice):

Anslow & Jaclin LLP
Attn: Eric Stein, Esq.
195 Route 9 South, Suite 204
Manalapan, NJ 07726
facsimile: (732) 577-1188

If to the Subscribers:

To each of the addresses and facsimile numbers listed on the signature pages of this Agreement

(b) Entire Agreement; Assignment. This Agreement and other documents delivered in connection herewith represent the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. Neither the Company nor the Subscriber has relied on any representations not contained or referred to in this Agreement and the documents delivered herewith. No right or obligation of the Company shall be assigned without prior notice to and the written consent of the Subscribers.

(c) Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by electronic transmission.

(d) Law Governing this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New York or in the federal courts located in the state and county of New York. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. **The parties executing this Agreement and other agreements referred to herein or delivered in connection herewith on behalf of the Company agree to submit to the in personam jurisdiction of such courts and hereby irrevocably waive trial by jury.** The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

(e) Specific Enforcement, Consent to Jurisdiction. The Company and Subscribers acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which any of them may be entitled by law or equity. Subject to Section 13(d) hereof, the Company hereby irrevocably waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction in New York of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. Nothing in this Section shall affect or limit any right to serve process in any other manner permitted by law.

(f) Damages. In the event the Subscriber is entitled to receive any liquidated damages pursuant to the Transactions Documents, the Subscriber may elect to receive the greater of actual damages or such liquidated damages.

(g) Maximum Payments. Nothing contained herein or in any document referred to herein or delivered in connection herewith shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest or dividends required to be paid or other charges hereunder exceed the maximum permitted by such law, any payments in excess of such maximum shall be credited against amounts owed by the Company to the Subscriber and thus refunded to the Company.

(h) Calendar Days. All references to “days” in the Transaction Documents shall mean calendar days unless otherwise stated. The terms “business days” and “trading days” shall mean days that the New York Stock Exchange is open for trading for three or more hours. Time periods shall be determined as if the relevant action, calculation or time period were occurring in New York City. Any deadline that falls on a non-business day in any of the Transaction Documents shall be automatically extended to the next business day and interest, if any, shall be calculated and payable through such extended period.

(i) Captions: Certain Definitions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement. As used in this Agreement the term “person” shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

(j) Severability. In the event that any term or provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability: (i) by or before that authority of the remaining terms and provisions of this Agreement, which shall be enforced as if the unenforceable term or provision were deleted, or (ii) by or before any other authority of any of the terms and provisions of this Agreement.

(k) Successor Laws. References in the Transaction Documents to laws, rules, regulations and forms shall also include successors to and functionally equivalent replacements of such laws, rules, regulations and forms. A successor rule to Rule 144(b)(1)(i) shall include any rule that would be available to a non-Affiliate of the Company for the sale of Common Stock not subject to volume restrictions and after a six month holding period.

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SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

Please acknowledge your acceptance of the foregoing Subscription Agreement by signing and returning a copy to the undersigned whereupon it shall become a binding agreement between us.

NEW IMAGE CONCEPTS, INC.
a Nevada corporation

By: _____

Name:

Title:

Dated:

SUBSCRIBER	PURCHASE PRICE	NUMBER OF SHARES
By: _____ Title:		

LIST OF EXHIBITS AND SCHEDULES

Schedule 5(a)	Subsidiaries
Schedule 5(d)	Additional Issuances / Capitalization
Schedule 5(n)	Undisclosed Liabilities
Schedule 5(p)	Financial Institutions
Schedule 5(w)	Transfer Agent
Schedule 7(e)	Use of Proceeds
Schedule 9(l)	Intellectual Property

Schedule 5(a)

SUBSIDIARIES

1. ECHARGING STATIONS LLC – 100% owned by CarCharging, Inc
2. CAR CHARGING HOLDINGS LLC – 100% owned by CarCharging, Inc

Schedule 5(d)

Car Charging, Inc

Gravity Capital Partners, Ltd.	600 Shares	60% Ownership
Herb Hersey	280 Shares	28% Ownership
Jonathon Honig	120 Shares	12% Ownership

ECharging Stations LLC

Car Charging, Inc.	Membership Interests	100% Ownership
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Car Charging Holdings LLC

Car Charging, Inc.	Membership Interests	100% Ownership
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Schedule 5(n)

Undisclosed Liabilities

None.

Schedule 5(p)

Car Charging Inc.

Bank of America
1414 Alton Road
Miami Beach, FL 33139
Acct #229031159633
Acct #229031159646
Acct #229031159659

ECharging Stations LLC

Bank of America
1414 Alton Road
Miami Beach, FL 33139
Acct #229031257920

Schedule 5(w)

**Holladay Stock Transfer
2939 N. 67 Place
Suite C
Scottsdale, AZ 85251**

Schedule 7(e)

As described in 7(e) of the subscription agreement, the use of proceeds for this offering will be for expenses of the Offering, and general working capital.

Schedule 9(1)

Intellectual Property

None.

Exhibit 4.2

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Right to Purchase _____ shares of Common Stock of New Image Concepts, Inc. (subject to adjustment as provided herein)

CLASS A COMMON STOCK PURCHASE WARRANT

No. 2009-A-001

Issue Date: December ____, 2009

NEW IMAGE CONCEPTS, INC., a corporation organized under the laws of the State of Nevada (the "Company"), hereby certifies that, for value received, _____, Fax: (____) ____-____, or its assigns (the "Holder"), is entitled, subject to the terms set forth below, to purchase from the Company at any time after the Issue Date until 5:00 p.m., E.S.T on the fifth anniversary of the Issue Date (the "Expiration Date"), up to _____ fully paid and nonassessable shares of Common Stock at a per share purchase price of \$0.60. The aforescribed purchase price per share, as adjusted from time to time as herein provided, is referred to herein as the "Purchase Price." The number and character of such shares of Common Stock and the Purchase Price are subject to adjustment as provided herein. The Company may reduce the Purchase Price for some or all of the Warrants, temporarily or permanently, provided such reduction is made as to all outstanding Warrants for all Holders of such Warrants. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Subscription Agreement (the "Subscription Agreement"), dated as of December ____, 2009, entered into by the Company and the Holder.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term "Company" shall mean New Image Concepts, Inc., a Nevada corporation, and any corporation which shall succeed or assume the obligations of New Image Concepts, Inc. hereunder.

(b) The term "Common Stock" includes (i) the Company's Common Stock, \$0.001 par value per share, as authorized on the date of the Subscription Agreement, and (ii) any other securities into which or for which any of the securities described in (i) may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

(c) The term “Other Securities” refers to any stock (other than Common Stock) and other securities of the Company or any other person (corporate or otherwise) which the holder of the Warrant at any time shall be entitled to receive, or shall have received, on the exercise of the Warrant, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities pursuant to Section 4 herein or otherwise.

(d) The term “Warrant Shares” shall mean the Common Stock issuable upon exercise of this Warrant.

1. Exercise of Warrant.

1.1. Number of Shares Issuable upon Exercise. From and after the Issue Date through and including the Expiration Date, the Holder hereof shall be entitled to receive, upon exercise of this Warrant in whole in accordance with the terms of subsection 1.2 or upon exercise of this Warrant in part in accordance with subsection 1.3, shares of Common Stock of the Company, subject to adjustment pursuant to Section 4.

1.2. Full Exercise. This Warrant may be exercised in full by the Holder hereof by delivery of an original or facsimile copy of the form of subscription attached as Exhibit A hereto (the “Subscription Form”) duly executed by such Holder and delivery within two days thereafter of payment, in cash, wire transfer or by certified or official bank check payable to the order of the Company, in the amount obtained by multiplying the number of shares of Common Stock for which this Warrant is then exercisable by the Purchase Price then in effect. The original Warrant is not required to be surrendered to the Company until it has been fully exercised.

1.3. Partial Exercise. This Warrant may be exercised in part (but not for a fractional share) by delivery of a Subscription Form in the manner and at the place provided in subsection 1.2 except that the amount payable by the Holder on such partial exercise shall be the amount obtained by multiplying (a) the number of whole shares of Common Stock designated by the Holder in the Subscription Form by (b) the Purchase Price then in effect. On any such partial exercise provided the Holder has surrendered the original Warrant, the Company, at its expense, will forthwith issue and deliver to or upon the order of the Holder hereof a new Warrant of like tenor, in the name of the Holder hereof or as such Holder (upon payment by such Holder of any applicable transfer taxes) may request, the whole number of shares of Common Stock for which such Warrant may still be exercised.

1.4. Fair Market Value. Fair Market Value of a share of Common Stock as of a particular date (the “Determination Date”) shall mean:

(a) If the Company's Common Stock is traded on an exchange or is quoted on the NASDAQ Global Market, NASDAQ Global Select Market, the NASDAQ Capital Market, the New York Stock Exchange or the NYSE Amex Equities, then the average of the closing sale prices of the Common Stock for the five (5) Trading Days immediately prior to (but not including) the Determination Date;

(b) If the Company's Common Stock is not traded on an exchange or on the NASDAQ Global Market, NASDAQ Global Select Market, the NASDAQ Capital Market, the New York Stock Exchange or the NYSE Amex Equities, but is traded on the OTC Bulletin Board or in the over-the-counter market or Pink Sheets, then the average of the closing bid and ask prices reported for the five (5) Trading Days immediately prior to (but not including) the Determination Date;

(c) Except as provided in clause (d) below and Section 3.1, if the Company's Common Stock is not publicly traded, then as the Holder and the Company agree, or in the absence of such an agreement, by arbitration in accordance with the rules then standing of the American Arbitration Association, before a single arbitrator to be chosen from a panel of persons qualified by education and training to pass on the matter to be decided; or

(d) If the Determination Date is the date of a liquidation, dissolution or winding up, or any event deemed to be a liquidation, dissolution or winding up pursuant to the Company's charter, then all amounts to be payable per share to holders of the Common Stock pursuant to the charter in the event of such liquidation, dissolution or winding up, plus all other amounts to be payable per share in respect of the Common Stock in liquidation under the charter, assuming for the purposes of this clause (d) that all of the shares of Common Stock then issuable upon exercise of all of the Warrants are outstanding at the Determination Date.

1.5. Company Acknowledgment. The Company will, at the time of the exercise of the Warrant, upon the request of the Holder hereof, acknowledge in writing its continuing obligation to afford to such Holder any rights to which such Holder shall continue to be entitled after such exercise in accordance with the provisions of this Warrant. If the Holder shall fail to make any such request, such failure shall not affect the continuing obligation of the Company to afford to such Holder any such rights.

1.6. Delivery of Stock Certificates, etc. on Exercise. The Company agrees that, provided the full purchase price listed in the Subscription Form is received as specified in Section 1.2, the shares of Common Stock purchased upon exercise of this Warrant shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which delivery of a Subscription Form shall have occurred and payment made for such shares as aforesaid. As soon as practicable after the exercise of this Warrant in full or in part, and in any event within three (3) business days thereafter ("Warrant Share Delivery Date"), the Company at its expense (including the payment by it of any applicable issue taxes) will cause to be issued in the name of and delivered to the Holder hereof, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct in compliance with applicable securities laws, a certificate or certificates for the number of duly and validly issued, fully paid and non-assessable shares of Common Stock (or Other Securities) to which such Holder shall be entitled on such exercise, plus, in lieu of any fractional share to which such Holder would otherwise be entitled, cash equal to such fraction multiplied by the then Fair Market Value of one full share of Common Stock, together with any other stock or other securities and property (including cash, where applicable) to which such Holder is entitled upon such exercise pursuant to Section 1 or otherwise. The Company understands that a delay in the delivery of the Warrant Shares after the Warrant Share Delivery Date could result in economic loss to the Holder. As compensation to the Holder for such loss, the Company agrees to pay (as liquidated damages and not as a penalty) to the Holder for late issuance of Warrant Shares upon exercise of this Warrant the proportionate amount of \$100 per business day after the Warrant Share Delivery Date for each \$10,000 of Purchase Price of Warrant Shares for which this Warrant is exercised which are not timely delivered. The Company shall pay any payments incurred under this Section in immediately available funds upon demand. Furthermore, in addition to any other remedies which may be available to the Holder, in the event that the Company fails for any reason to effect delivery of the Warrant Shares by the Warrant Share Delivery Date, the Holder may revoke all or part of the relevant Warrant exercise by delivery of a notice to such effect to the Company, whereupon the Company and the Holder shall each be restored to their respective positions immediately prior to the exercise of the relevant portion of this Warrant, except that the liquidated damages described above shall be payable through the date notice of revocation or rescission is given to the Company.

1.7. Buy-In. In addition to any other rights available to the Holder, if the Company fails to deliver to a Holder the Warrant Shares as required pursuant to this Warrant, within seven (7) business days after the Warrant Share Delivery Date and the Holder or a broker on the Holder's behalf, purchases (in an open market transaction or otherwise) shares of common stock to deliver in satisfaction of a sale by such Holder of the Warrant Shares which the Holder was entitled to receive from the Company (a "Buy-In"), then the Company shall pay in cash to the Holder (in addition to any remedies available to or elected by the Holder) the amount by which (A) the Holder's total purchase price (including brokerage commissions, if any) for the shares of common stock so purchased exceeds (B) the aggregate Purchase Price of the Warrant Shares required to have been delivered together with interest thereon at a rate of 15% per annum, accruing until such amount and any accrued interest thereon is paid in full (which amount shall be paid as liquidated damages and not as a penalty). For example, if a Holder purchases shares of Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to \$10,000 of Purchase Price of Warrant Shares to have been received upon exercise of this Warrant, the Company shall be required to pay the Holder \$1,000, plus interest. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In.

2. Cashless Exercise.

(a) If a registration statement (as described in the Subscription Agreement) is effective and the Holder may sell its shares of Common Stock upon exercise hereof, this Warrant may be exercisable in whole or in part for cash only as set forth in Section 1 above. If no such registration statement is available, then commencing twelve (12) months after the Closing Date, payment upon exercise may be made at the option of the Holder either in (i) cash, wire transfer or by certified or official bank check payable to the order of the Company equal to the applicable aggregate Purchase Price, (ii) by delivery of Common Stock issuable upon exercise of the Warrants in accordance with Section (b) below or (iii) by a combination of any of the foregoing methods, for the number of Common Stock specified in such form (as such exercise number shall be adjusted to reflect any adjustment in the total number of shares of Common Stock issuable to the holder per the terms of this Warrant) and the holder shall thereupon be entitled to receive the number of duly authorized, validly issued, fully-paid and non-assessable shares of Common Stock (or Other Securities) determined as provided herein.

(b) Subject to the provisions herein to the contrary, if the Fair Market Value of one share of Common Stock is greater than the Purchase Price (at the date of calculation as set forth below), in lieu of exercising this Warrant for cash, the holder may elect to receive shares equal to the value (as determined below) of this Warrant (or the portion thereof being cancelled) by delivery of a properly endorsed Subscription Form delivered to the Company by any means described in Section 13, in which event the Company shall issue to the holder a number of shares of Common Stock computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where X= the number of shares of Common Stock to be issued to the holder

Y= the number of shares of Common Stock purchasable under the Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being exercised (at the date of such calculation)

A= Fair Market Value

B= Purchase Price (as adjusted to the date of such calculation)

For purposes of Rule 144 promulgated under the 1933 Act, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction in the manner described above shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued pursuant to the Subscription Agreement.

3. Adjustment for Reorganization, Consolidation, Merger, etc.

3.1. Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another entity, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another entity) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, (D) the Company consummates a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, or spin-off) with one or more persons or entities whereby such other persons or entities acquire more than the 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by such other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock purchase agreement or other business combination), (E) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate Common Stock of the Company, or (F) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, (a) upon exercise of this Warrant, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in (1) a transaction where the consideration paid to the holders of the Common Stock consists solely of cash, (2) a "Rule 13e-3 transaction" as defined in Rule 13e-3 under the 1934 Act, or (3) a transaction involving a person or entity not traded on a national securities exchange, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market, cash equal to the Black-Scholes Value. For purposes of any such exercise, the determination of the Purchase Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such fundamental Transaction, and the Company shall apportion the Purchase Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 3.1 and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. "Black-Scholes Value" shall be determined in accordance with

the Black-Scholes Option Pricing Model obtained from the “OV” function on Bloomberg L.P. using (i) a price per share of Common Stock equal to the VWAP of the Common Stock for the Trading Day immediately preceding the date of consummation of the applicable Fundamental Transaction, (ii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of the date of such request and (iii) an expected volatility equal to the 100 day volatility obtained from the HVT function on Bloomberg L.P. determined as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction.

3.2. Continuation of Terms. Upon any reorganization, consolidation, merger or transfer (and any dissolution following any transfer) referred to in this Section 3, this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the Other Securities and property receivable on the exercise of this Warrant after the consummation of such reorganization, consolidation or merger or the effective date of dissolution following any such transfer, as the case may be, and shall be binding upon the issuer of any Other Securities, including, in the case of any such transfer, the person acquiring all or substantially all of the properties or assets of the Company, whether or not such person shall have expressly assumed the terms of this Warrant as provided in Section 4. In the event this Warrant does not continue in full force and effect after the consummation of the transaction described in this Section 3, then only in such event will the Company's securities and property (including cash, where applicable) receivable by the Holder of the Warrants be delivered to the Trustee as contemplated by Section 3.2.

3.3 Share Issuance. Until the Expiration Date, if the Company shall issue any Common Stock except for the Excepted Issuances (as defined in the Subscription Agreement), prior to the complete exercise of this Warrant for a consideration less than the Purchase Price that would be in effect at the time of such issuance, then, and thereafter successively upon each such issuance, the Purchase Price shall be reduced to such other lower price for then outstanding Warrants. For purposes of this adjustment, the issuance of any security or debt instrument of the Company carrying the right to convert such security or debt instrument into Common Stock or of any warrant, right or option to purchase Common Stock shall result in an adjustment to the Purchase Price upon the issuance of the above-described security, debt instrument, warrant, right, or option if such issuance is at a price lower than the Purchase Price in effect upon such issuance and again at any time upon any subsequent issuances of shares of Common Stock upon exercise of such conversion or purchase rights if such issuance is at a price lower than the Purchase Price in effect upon such issuance. Common Stock issued or issuable by the Company for no consideration will be deemed issuable or to have been issued for \$0.001 per share of Common Stock. Upon any reduction of the Purchase Price, the number of shares of Common Stock that the Holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section 3.3) be issuable on such exercise by a fraction of which (a) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section 3.3) be in effect, and (b) the denominator is the Purchase Price in effect on the date of such exercise.

3.4 Share Price. If, on the Trading Day that is twelve (12) months from the Issue Date, the closing bid price for the Company's stock price is not \$0.30 or above, then the Purchase Price for this Warrant shall adjust to \$0.10.

4. Extraordinary Events Regarding Common Stock. In the event that the Company shall (a) issue additional shares of the Common Stock as a dividend or other distribution on outstanding Common Stock, (b) subdivide its outstanding shares of Common Stock, or (c) combine its outstanding shares of the Common Stock into a smaller number of shares of the Common Stock, then, in each such event, the Purchase Price shall, simultaneously with the happening of such event, be adjusted by multiplying the then Purchase Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such event and the denominator of which shall be the number of shares of

Common Stock outstanding immediately after such event, and the product so obtained shall thereafter be the Purchase Price then in effect. The Purchase Price, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described herein in this Section 4. The number of shares of Common Stock that the Holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section 4) be issuable on such exercise by a fraction of which (a) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section 4) be in effect, and (b) the denominator is the Purchase Price in effect on the date of such exercise.

5. Certificate as to Adjustments. In each case of any adjustment or readjustment in the shares of Common Stock (or Other Securities) issuable on the exercise of the Warrants, the Company at its expense will promptly cause its Chief Financial Officer or other appropriate designee to compute such adjustment or readjustment in accordance with the terms of the Warrant and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (a) the consideration received or receivable by the Company for any additional shares of Common Stock (or Other Securities) issued or sold or deemed to have been issued or sold, (b) the number of shares of Common Stock (or Other Securities) outstanding or deemed to be outstanding, and (c) the Purchase Price and the number of shares of Common Stock to be received upon exercise of this Warrant, in effect immediately prior to such adjustment or readjustment and as adjusted or readjusted as provided in this Warrant. The Company will forthwith mail a copy of each such certificate to the Holder of the Warrant and any Warrant Agent of the Company (appointed pursuant to Section 11 hereof).

6. Reservation of Stock, etc. Issuable on Exercise of Warrant; Financial Statements. The Company will at all times reserve and keep available, solely for issuance and delivery on the exercise of the Warrants, all shares of Common Stock (or Other Securities) from time to time issuable on the exercise of the Warrant. This Warrant entitles the Holder hereof, upon written request, to receive copies of all financial and other information distributed or required to be distributed to the holders of the Company's Common Stock.

7. Assignment; Exchange of Warrant. Subject to compliance with applicable securities laws, this Warrant, and the rights evidenced hereby, may be transferred by any registered holder hereof (a "Transferor"). On the surrender for exchange of this Warrant, with the Transferor's endorsement in the form of Exhibit B attached hereto (the "Transferor Endorsement Form") and together with an opinion of counsel reasonably satisfactory to the Company that the transfer of this Warrant will be in compliance with applicable securities laws, the Company will issue and deliver to or on the order of the Transferor thereof a new Warrant or Warrants of like tenor, in the name of the Transferor and/or the transferee(s) specified in such Transferor Endorsement Form (each a "Transferee"), calling in the aggregate on the face or faces thereof for the number of shares of Common Stock called for on the face or faces of the Warrant so surrendered by the Transferor.

8. Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of this Warrant, the Company at its expense, twice only, will execute and deliver, in lieu thereof, a new Warrant of like tenor.

9. Registration Rights. The Holder of this Warrant has been granted certain piggy-back registration rights by the Company. These registration rights are set forth in the Subscription Agreement. The terms of the Subscription Agreement are incorporated herein by this reference.

10. Maximum Exercise. The Holder shall not be entitled to exercise this Warrant on an exercise date, in connection with that number of shares of Common Stock which would be in excess of the sum of (i) the number of shares of Common Stock beneficially owned by the Holder and its affiliates on an exercise date, and (ii) the number of shares of Common Stock issuable upon the exercise of this Warrant with respect to which the determination of this limitation is being made on an exercise date, which would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock on such date. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the 1934 Act and Rule 13d-3 thereunder. Subject to the foregoing, the Holder shall not be limited to aggregate exercises which would result in the issuance of more than 4.99%. The restriction described in this paragraph may be waived, in whole or in part, upon sixty-one (61) days prior notice from the Holder to the Company to increase such percentage to up to 9.99%, but not in excess of 9.99%. The Holder may decide whether to convert a Convertible Note or exercise this Warrant to achieve an actual 4.99% or up to 9.99% ownership position as described above, but not in excess of 9.99%.

11. Warrant Agent. The Company may, by written notice to the Holder of the Warrant, appoint an agent (a "Warrant Agent") for the purpose of issuing Common Stock (or Other Securities) on the exercise of this Warrant pursuant to Section 1, exchanging this Warrant pursuant to Section 7, and replacing this Warrant pursuant to Section 8, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such Warrant Agent.

12. Transfer on the Company's Books. Until this Warrant is transferred on the books of the Company, the Company may treat the registered holder hereof as the absolute owner hereof for all purposes, notwithstanding any notice to the contrary.

13. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:

New Image Concepts, Inc.
1691 Michigan Avenue, Suite 425
Miami Beach, Florida, 33139
facsimile: (305) 521-0201

With a copy by fax only to (which copy shall not constitute notice):

Anslow & Jaclin LLP
Attn: Eric Stein, Esq.
195 Route 9 South, Suite 204
Manalapan, NJ 07726
facsimile: (732) 577-1188

If to the Holder:

To the address and facsimile number listed on the first paragraph of this Warrant

14. Law Governing This Warrant. This Warrant shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Warrant shall be brought only in the state courts of Florida or in the federal courts located in the state of Florida and county of Dade. The parties to this Warrant hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Company and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Warrant or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first written above.

NEW IMAGE CONCEPTS, INC.

By: _____
Name:

Exhibit A

FORM OF SUBSCRIPTION
(to be signed only on exercise of Warrant)

TO: NEW IMAGE CONCEPTS, INC.

The undersigned, pursuant to the provisions set forth in the attached Warrant (No. _____), hereby irrevocably elects to purchase (check applicable box):

_____ shares of the Common Stock covered by such Warrant; or
_____ the maximum number of shares of Common Stock covered by such Warrant pursuant to the cashless exercise procedure set forth in Section 2.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant, which is \$_____. Such payment takes the form of (check applicable box or boxes):

_____ \$_____ in lawful money of the United States; and/or
_____ the cancellation of such portion of the attached Warrant as is exercisable for a total of _____ shares of Common Stock (using a Fair Market Value of \$_____ per share for purposes of this calculation); and/or

_____ the cancellation of such number of shares of Common Stock as is necessary, in accordance with the formula set forth in Section 2, to exercise this Warrant with respect to the maximum number of shares of Common Stock purchasable pursuant to the cashless exercise procedure set forth in Section 2.

The undersigned requests that the certificates for such shares be issued in the name of, and delivered to _____ whose address is _____.

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable upon exercise of the within Warrant shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to an exemption from registration under the Securities Act.

Dated: _____

(Signature must conform to name of holder as specified on the face of the Warrant)

(Address)

Exhibit B

FORM OF TRANSFEROR ENDORSEMENT
(To be signed only on transfer of Warrant)

For value received, the undersigned hereby sells, assigns, and transfers unto the person(s) named below under the heading "Transferees" the right represented by the within Warrant to purchase the percentage and number of shares of Common Stock of NEW IMAGE CONCEPTS, INC. to which the within Warrant relates specified under the headings "Percentage Transferred" and "Number Transferred," respectively, opposite the name(s) of such person(s) and appoints each such person Attorney to transfer its respective right on the books of NEW IMAGE CONCEPTS, INC. with full power of substitution in the premises.

Transferees	Percentage Transferred	Number Transferred

Dated: _____, _____

Signed in the presence of:

(Signature must conform to name of holder as specified on the face of the warrant)

(Name)

(address)

ACCEPTED AND AGREED:
[TRANSFEREE]

(address)

(Name)

