
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

Date of Report (Date of earliest event reported): **December 14, 2012**

Car Charging Group, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

333-149784

(Commission File Number)

03-0608147

(IRS Employer Identification No.)

1691 Michigan Avenue, Sixth Floor

Miami Beach, Florida 33139

(Address of principal executive offices) (Zip Code)

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

N/A

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (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))
-

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

On December 14, 2012, the Board of Directors (the “Board”) for Car Charging Group, Inc. (the “Company”) appointed former Governor of New Mexico and former U.S. Secretary of Energy Bill Richardson as a member of and as Chairman of the Board, increasing the number of members on the Board from three to four.

The Board has determined that Governor Richardson qualifies as an independent in accordance with the rules set forth by the standards set forth in Rule 10A-3(b) of the Securities Exchange Act of 1934, as amended (“Rule 10A-3(b”).

Governor Richardson, 65, currently serves as Senior Fellow for Latin America at Rice University’s James A. Baker III Institute for Public Policy, and participates on several non-profit and for-profit boards including Abengoa’s International Advisory Board, the fifth largest biofuels producer in the United States, WRI World Resources Institute, and the National Council for Science and the Environment. From January 2003 through January 2011, he was the Governor of New Mexico. Prior to his governorship, Governor Richardson was the U.S. Secretary of Energy (1998-2001), U.S. Ambassador to the United Nations (1997-1998) and a member of the U.S House of Representatives for New Mexico (1983-1997). Governor Richardson has a BA from Tufts University and an MA from Tufts University Fletcher School of Law and Diplomacy.

Governor Richardson’s qualifications to serve on the Board include his experience in the energy sector.

Family Relationships

There are no family relationships between any of the Company’s directors or officers and Governor Richardson.

Related Party Transactions

There are no related party transactions reportable under Item 5.02 of Form 8-K and Item 404(a) of Regulation S-K.

Director Agreement

In conjunction with the appointment, the Company entered into a director agreement (the “Agreement) with Governor Richardson. Pursuant to the Agreement, Governor Richardson will fulfill general duties associated with being Chairman of the Board. For every board meeting he attends, Governor Richardson will receive five-year options to purchase 5,000 shares at an exercise price equal to the then-current market price, which will vest two years following the grant date, and \$1,500, which can be paid in shares at a value of \$3,000 at the Company’s discretion. Additionally, Governor Richardson will receive \$100,000 annually for being Chairman of the Board. Upon the execution of the Agreement, Governor Richardson received 200,000 shares and five-year options to purchase 10,000 shares at an exercise price of \$1.00, which will vest two years following the grant date.

The foregoing description of the Director Agreement is subject to and qualified in its entirety by reference to the full text of the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Report”) and is incorporated by reference into this Item 5.02.

Item 8.01 Other Events

On December 17, 2012, the Company issued a press release, attached as exhibit 99.1 to this Report, announcing the appointment of Governor Richardson as Chairman of the Board.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Director Agreement
99.1	Press Release

SIGNATURE

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

Dated: December 17, 2012

Car Charging Group, Inc.

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer



December 6, 2012

Governor Bill Richardson
216 Washington Avenue
Santa Fe, NM 87501

Re: Chairman of the Board of Directors Offer Letter Agreement

Dear Governor Richardson,

I am very pleased to offer you a position as Chairman of the Board of Directors (the "Board") of Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging" or the "Company").

Should you choose to accept this position as Chairman of the Board, this letter shall constitute an agreement between you and the Company (the "Agreement") and contains all of the terms and conditions relating to the services you are to provide. This Agreement is based on the following terms and conditions:

Start Date: December 6, 2012 (the "Effective Date") shall constitute your starting date. You will serve as Chairman of the Board until the annual meeting for the year in which your term expires or until your successor has been elected and qualified, subject however, to your prior death, resignation, retirement, disqualification or removal from office.

Term: Your initial term shall be three (3) years.

Services: You shall render services as Chairman of the Board (hereinafter your "Duties"). During the term of this Agreement, you shall attend and participate in such number of meetings of the Board as regularly or specially called, but in any case no fewer than four (4) meetings per year. You may attend and participate in each such meeting, via teleconference, videoconference or in person. You shall consult with other members of the Board regularly and as necessary via telephone, electronic mail or other forms of correspondence. You shall also participate in approximately four (4) conference calls for operational purposes with the Company's management in any year.

Committees: You acknowledge and agree that, in order to meet SEC and NYSE rules, you will be required to serve on one or more of the Board's Audit Committee, Compensation Committee, and/or Nominating and Governance Committee, and that such committee assignments will be agreed between you and the Company, and that you will be compensated for service on any committee as provided herein.

Compensation: In consideration of your services as a member of the Board, you will receive: (i) warrants to purchase 10,000 fully paid and nonassessable shares of Company restricted common stock, par value \$1.00 per share (the "Common Stock") upon execution of this Agreement, and (ii) warrants to purchase 5,000 fully paid and nonassessable shares of Common Stock for your attendance at any Company Board of Directors meeting. All warrants, herein referred to as "Equity Warrants," given under this Agreement shall be non-cashless, shall vest after a period of two (2) years, and shall expire five (5) years from the date of issue.

Further, should the Company: (A) pay a dividend or make a distribution on its Common Stock in shares of Common Stock, (B) subdivide its outstanding shares of Common Stock into a greater number of shares, (C) combine its outstanding shares of Common Stock into a smaller number of shares, or (D) issue by reclassification, recapitalization or reorganization of its Common Stock any Company shares, then in each such case the number of shares of Company Common Stock issuable upon exercise of any Equity Warrant shall be equitably adjusted, and you shall be entitled to receive the number of shares of Company Common Stock to which you would have been entitled to receive immediately following such action had such Equity Warrants been exercised immediately prior to the occurrence of such event.

In addition to the Equity Warrants, upon execution of this Agreement you shall receive 200,000 shares of Company Common Stock (the "Shares"). These Shares will be subject to the following terms and conditions:

Sale Restrictions. Until such time as you have sold all of the Shares, you hereby agree that it will not, without the prior written consent of the Company, offer, pledge, sell, contract to sell, hypothecate, lend, transfer or otherwise dispose of any of the Shares which you own or have a right to acquire as of the date hereof (collectively, the "Lockup Shares") for a period of six (6) months following the date you receive the Lockup Shares (the "Lockup Period"). Following the expiration of the Lockup Period, you shall have the right, in the aggregate, to sell, dispose of or otherwise transfer the Lockup Shares without restriction, up to five percent (5%) of the total daily trading volume of the Company's common stock.

Any subsequent issuance to and/or acquisition by you of Common Stock or options or instruments convertible into Common Stock will be subject to the provisions of this Agreement.

Until such time as you have sold all of the Shares, within five (5) business days of any sale, transfer or other transaction made by you with regard to the Company's securities, you shall deliver to the Company a written statement detailing (i) the sale, transfer or other transaction giving rise to such written statement and (ii) your current holdings of the Company's securities.

Permitted Transfers. Notwithstanding the foregoing restrictions on transfer, you may, at any time and from time to time, transfer the Lockup Shares (i) as bona fide gifts or transfers by will or intestacy, (ii) to any trust for your direct or indirect benefit or your immediate family, provided that any such transfer shall not involve a disposition for value, (iii) to a partnership which is the general partner of a partnership of which you are a general partner, or (iv) make a gift of to an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended *provided, that*, in the case of any gift or transfer described in clauses (i), (ii), (iii) or (iv), each donee or transferee agrees in writing to be bound by the terms and conditions contained herein in the same manner as such terms and conditions apply to the undersigned so that in the aggregate, no more than the number of Lockup Shares allowable under Section 10A above may be transferred on a given day, except in accordance with the terms hereof. For purposes hereof, "immediate family" means any relationship by blood, marriage or adoption, not more remote than first cousin.

CAR CHARGING GROUP, INC.
1691 MICHIGAN AVE., STE 601— MIAMI BEACH, FL 33139
PHONE: 305.521.0200 — FAX: 305.521.0201
E-MAIL: INFO@CARCHARGING.COM WWW.CARCHARGING.COM

Ownership. Until such time as you have sold the shares in question, you shall retain all rights of ownership in the Lockup Shares, including, without limitation, voting rights and the right to receive any dividends that may be declared in respect thereof.

Company and Transfer Agent. The Company is hereby authorized to disclose the existence of this Agreement to its transfer agent and such transfer agent shall only release shares in accordance with the limitations contained herein. The Company and its transfer agent are hereby authorized to decline to make any transfer of the Lockup Shares if such transfer would constitute a violation or breach of this Agreement.

In addition, the Company will provide you with a nominal fee for each Board Meeting you attend, in an amount of \$1,500 per meeting (the "Nominal Fee"). This Nominal Fee shall be payable in Company Common Stock, at a value of two times its cash value.

As Chairman of the Board, you will receive additional compensation of \$100,000 per year for your services (the "Additional Fee"), in addition to the Nominal Fee. This Additional Fee shall be payable in quarterly cash increments of \$25,000.

Further, should CarCharging, through your efforts, either be introduced to or assisted in obtaining grant and/or other funding opportunities, you would be paid 1% of the total grant and/or funding award in an equal value of Company Common Stock.

Expenses: The Company agrees to reimburse all of your travel and other reasonable documented expenses relating to your attendance at meetings of the Board. In addition, the Company agrees to reimburse you for reasonable expenses that you incur in connection with the performance of your duties as a director of the Company.

Indemnification: You will receive indemnification as a director of the Company to the maximum extent extended to directors of the Company generally, as set forth in the Company's Certificate of Incorporation, bylaws, and indemnification agreement between the Company and you (which will be provided to you upon the Effective Date).

D&O Insurance: During the term under this Agreement, the Company shall include you as an insured under an officers and directors insurance policy, with current coverage of five million dollars (\$5,000,000) for all losses in the aggregate, including defense costs.

CAR CHARGING GROUP, INC.
1691 MICHIGAN AVE., STE 601— MIAMI BEACH, FL 33139
PHONE: 305.521.0200 — FAX: 305.521.0201
E-MAIL: INFO@CARCHARGING.COM WWW.CARCHARGING.COM

Service For Others: You will be free to represent or perform services for other persons during the term of this Agreement. However, you agree that you do not presently perform and do not intend to perform, during the term of Agreement, similar Duties, consulting or other services for companies whose businesses are or would be, in any way, competitive with the Company (except for companies previously disclosed by you to the Company in writing). Should you propose to perform similar Duties, consulting or other services for any such company, you agree to notify the Company in writing in advance (specifying the name of the organization for whom you propose to perform such services) and to provide information to the Company sufficient to allow it to determine if the performance of such services would conflict with areas of interest to the Company.

No Assignment: Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the Company.

Confidential Information: In consideration of your access to the premises of the Company and/or you access to certain Confidential Information of the Company, in connection with your business relationship with the Company, you hereby represent and agree as follows:

Definition. For purposes of this Agreement the term “Confidential Information” means:

- i. Any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; or
- ii. Any information that is related to the business of the Company and is generally not known by non-Company personnel.

CAR CHARGING GROUP, INC.
1691 MICHIGAN AVE., STE 601— MIAMI BEACH, FL 33139
PHONE: 305.521.0200 — FAX: 305.521.0201
E-MAIL: INFO@CARCHARGING.COM WWW.CARCHARGING.COM

iii. By way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

Exclusions. Notwithstanding the foregoing, the term Confidential Information shall not include:

- i. Any information which becomes generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you;
- ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and
- iii. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

Documents. You agree that, without the express written consent of the Company, you will not remove from the Company's premises, any notes, formulas, programs, data, records, machines or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. In the event you receive any such documents or items by personal delivery from any duly designated or authorized personnel of the Company, you shall be deemed to have received the express written consent of the Company. In the event that you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You shall promptly return any such documents or items, along with any reproductions or copies to the Company upon the Company's demand, upon termination of this Agreement, or upon your termination or Resignation, as defined herein.

No Disclosure. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph (d) shall survive termination of this Agreement.

Termination and Resignation: Your membership on the Company's Board may be terminated for any or no reason at a meeting called for the purpose of the election of directors by a vote of the stockholders holding at least a majority of the shares of the Company's issued and outstanding shares entitled to vote. Your membership on a Board committee may be terminated for any or no reason at any meeting of the Board by or by written consent of, a majority of the Board at any time. You may also terminate your membership on the Board or on a committee for any or no reason by delivering your written notice of resignation to the Company ("Resignation"), and such Resignation shall be effective upon the time specified therein or, if no time is specified, upon receipt of the notice of resignation by the Company. Upon the effective date of the termination or Resignation, your right to compensation hereunder will terminate subject to the Company's obligations to pay you any cash compensation (or equivalent value in Company common stock shares) that you have already earned and to reimburse you for approved expenses already incurred in connection with your performance of your Duties as of the effective date of such termination or Resignation.

CAR CHARGING GROUP, INC.
1691 MICHIGAN AVE., STE 601— MIAMI BEACH, FL 33139
PHONE: 305.521.0200 — FAX: 305.521.0201
E-MAIL: INFO@CARCHARGING.COM WWW.CARCHARGING.COM

Governing Law. All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the law of the State of Nevada applicable to agreements made and to be performed entirely in the State of Nevada.

Entire Agreement; Amendment; Waiver; Counterparts. This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this agreement may be amended and observance of any term of this agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

CONTINUED ON NEXT PAGE

CAR CHARGING GROUP, INC.
1691 MICHIGAN AVE., STE 601— MIAMI BEACH, FL 33139
PHONE: 305.521.0200 — FAX: 305.521.0201
E-MAIL: INFO@CARCHARGING.COM WWW.CARCHARGING.COM

Governor Richardson Offer Letter

This Agreement sets forth the complete terms of your service on the Board. Nothing in this Agreement should be construed as an offer of employment. If the foregoing terms are agreeable, please indicate your acceptance by signing in the space provided below and returning this Agreement to the Company.

Sincerely,

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer

Accepted and Agreed:

Signature: /s/ Govenor Bill Richardson

Name: Governor Bill Richardson

Date: December 10, 2012

CAR CHARGING GROUP, INC.
1691 MICHIGAN AVE., STE 601— MIAMI BEACH, FL 33139
PHONE: 305.521.0200 — FAX: 305.521.0201
E-MAIL: INFO@CARCHARGING.COM WWW.CARCHARGING.COM

**FOR IMMEDIATE RELEASE****CarCharging Appoints Former Secretary of the United States Department of Energy and Ambassador to the United Nations, and Former New Mexico Governor, Bill Richardson, as Chairman of its Board of Directors**

Governor Richardson Brings Extensive Public Service and Private Sector Experience to CarCharging's Board

Miami Beach, FL, December 17, 2012 Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging"), a nationwide provider of convenient electric vehicle (EV) charging services, announced today the appointment of former Secretary of the United States Department of Energy, former Ambassador to the United Nations, and former Governor of New Mexico, Bill Richardson, as the Chairman of its Board of Directors. Bill Richardson recently completed his second term as Governor of New Mexico, where in 2006, he was re-elected by the largest margin of victory for any Governor in state history.

Governor Richardson made New Mexico the "Clean Energy State" by requiring utilities to meet 20% of New Mexico's electrical demand from renewable sources, and established a Renewable Energy Transmission Authority to deliver New Mexico's world-class renewable resources to market. Prior to serving as Governor, Richardson had a very successful career in public service and has been nominated several times for the Nobel Peace Prize. Prior to being elected Governor, Richardson served as Secretary of the U.S. Department of Energy; U.S. Ambassador to the United Nations and 15 years as a New Mexico Congressman representing the 3rd Congressional District.

"We are delighted to welcome Governor Bill Richardson as the Chairman of the Board of Directors of CarCharging," said Michael D. Farkas, CEO of CarCharging. "EVs have made tremendous strides since their launch. EV sales have outpaced sales of traditional hybrids during the first two years of their respective launch periods, and 2012 EV sales, not including December, are more than 250% greater than 2011 sales. To support the development of EV charging infrastructure, we believe that there should be a partnership between business and government, and we are confident that the Governor's vision, leadership, and experience will provide a bridge between these sectors."

"I am pleased to join CarCharging's Board and to serve as their Chairman," said Governor Bill Richardson. "CarCharging has outpaced all others in their field and I look forward to working with this industry pioneer in hopes to accelerate the development of EV charging infrastructure and to reduce the nation's dependence on fossil fuels."

Governor Richardson currently serves as Senior Fellow for Latin America at Rice University's James A. Baker III Institute for Public Policy, and participates on several non-profit and for-profit boards including Abengoa's International Advisory Board, the fifth largest biofuels producer in the U.S., WRI World Resources Institute, and the National Council for Science and the Environment.

Jason Lyons, Chairman of Lyons Capital, LLC, facilitated the introduction between CarCharging and Mr. Richardson.

About Car Charging Group, Inc.

Car Charging Group, Inc. (OTCQB: CCGI) is a pioneer in nationwide public Electric Vehicle (EV) charging services, enabling drivers to easily recharge anytime, anywhere throughout North America. CarCharging provides a comprehensive turnkey electric vehicle charging service to commercial and residential property owners. Employing the most advanced technology, CarCharging is committed to creating a robust, feature-rich network for EV charging.

Headquartered in Miami Beach, FL with offices in San Jose, CA; Toronto, Canada; and Barcelona, Spain, CarCharging's business model is designed to accelerate the adoption of public EV charging services. CarCharging pays for all installation, maintenance and related services; therefore, eliminating capital costs for property owners.

CarCharging has more than 45 strategic partnerships across multiple business sectors including multi-family residential and commercial properties, parking garages, shopping malls, retail parking, and municipalities. CarCharging's partners include, but are not limited to Ace Parking, Central Parking, Equity One, Equity Residential, Icon Parking, Rapid Parking, Related, USA Parking, Walgreens, the Pennsylvania Department of Environmental Protection, the City of Miami Beach, the City of West Palm Beach, and the City of Norwalk, Connecticut that manage or own a total of 6.5 million parking spaces.

For more information about CarCharging, please visit www.CarCharging.com.

Forward-Looking Safe Harbor Statement

This press release contains forward-looking statements as defined within Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. By their nature, forward-looking statements and forecasts involve risks and uncertainties because they relate to events and depend on circumstances that will occur in the near future. Those statements include statements regarding the intent, belief or current expectations of Car Charging Group, Inc., and members of its management as well as the assumptions on which such statements are based. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements. Car Charging Group, Inc. undertakes no obligation to update or revise forward-looking statements to reflect changed circumstances.

CarCharging Media Contact:

Suzanne Tamargo
(305) 521-0200 x214
Suzanne@CarCharging.com

CarCharging Investor Relations:

Constellation Asset Advisors, Inc.
(415) 524-8500
www.ConstellationAA.com

###
