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): **February 26, 2013**

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

Nevada	**333-149784**	**03-0608147**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1691 Michigan Avenue, Suite 601
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 I4a-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 1.01 Entry into a Material Definitive Agreement.

Equity Exchange Agreement / Promissory Note / Escrow Agreement

On February 26, 2013, Car Charging Group, Inc. (the "Company"), entered into an equity exchange agreement (the "Exchange Agreement") by and among the Company, Beam Acquisition LLC, a Nevada limited liability company and wholly-owned subsidiary of the Company ("Beam Acquisition"), Beam Charging LLC, a New York limited liability company ("Beam"), and Manhattan Charging LLC, a New York limited liability company ("Manhattan Charging"), Eric L'Esperance ("L'Esperance"), and Andrew Shapiro ("Shapiro" and together with Manhattan Charging, L'Esperance and the individual members of Manhattan Charging LLC, the "Beam Members"). The Company had previously entered into an agreement, dated December 31, 2012, (the "Initial Agreement") with Beam Acquisition and Manhattan Charging, pursuant to which Beam Acquisition acquired all of the outstanding membership interests in Beam in exchange for 1,265,822 restricted shares (the "Exchange Shares") of the Company's common stock, par value $0.001 (the "Common Stock"). In the Exchange Agreement, the Company, through Beam Acquisition, further identified the specific terms under which it acquired all of the outstanding membership interests of Beam and Beam became a wholly owned subsidiary of Beam Acquisition (the "Equity Exchange").

As part of the Equity Exchange, the Company made a payment of $500,000 to Manhattan Charging, of which an aggregate amount of $461,150 was issued in the form of promissory notes(the "Promissory Notes"). The Promissory Notes accrue interest at a rate of 6% per annum on the aggregate principal amount, payable on April 15, 2013 (the "Maturity Date"). As a security for the Promissory Notes, the Company entered into a security agreement granting the Beam Members a first priority security interest in all the assets of Beam (the "Security Agreement") and a pledge and security agreement granting the Beam Members a first priority security interest in all of the equity interest in Beam (the "Pledge and Security Agreement"). In connection with the event of default under the Promissory Notes, the Company entered into an escrow agreement (the "Escrow Agreement") by and among the Company, Beam Acquisition, Beam, the Beam Members, the Law Office of Samuel A. Tversky P.C. ("Tversky"), and the Bernstein Law Firm ("Bernstein" each of Tversky and Bernstein an "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, each of the Beam Members delivered to Bernstein an executed cancellation letter in connection with the transactions contemplated by the Exchange Agreement (the "Cancellation Letters"); Beam Acquisition delivered to Tversky a fully executed assignment of all ownership interest in Beam (the "Assignment of Beam Membership Interest"); and the Company, Beam Acquisition, and Beam delivered to Tversky an executed confession of judgment, to be held in escrow pursuant to the terms of the Escrow Agreement.

The foregoing description of the terms of the Exchange Agreement, Initial Agreement, Promissory Notes, Security Agreement, Pledge and Security Agreement, Escrow Agreement, Cancellation Letters, and Assignment of Beam Membership Interest do not purport to be complete and are qualified in their entirety by reference to the provision of such agreements filed as exhibits 2.1, 2.2, 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6, respectively, to this Current Report on Form 8-K (this "Report").

Note Acquisition

In conjunction with the Equity Exchange, the Company entered into an Assignment of Promissory Note (the "Note Assignment") with certain assignors (the "Assignors"), pursuant to which the Assignors sold to the Company two certain secured promissory notes (the "Notes") totaling an aggregate principal amount of $130,000. In connection with the Note Assignment, the Company entered into an Amendment to Promissory Note (the "Note Amendment"). Pursuant to the Note Amendment, the Notes held by the Company accrue interest at a rate of 8% per annum on the aggregate principal amount, payable on February 26, 2016. The Notes are secured by a lien on and continuing security interest in all of the Beam assets as described in the Note Amendment.

The foregoing description of the terms of the Note Assignment and Note Amendment do not purport to be complete and are qualified in their entirety by reference to the provision of such agreements filed as exhibits 10.7 and 10.8, respectively, to this Report.

Financing

On March 22, 2013, the Company completed a financing, under a private offering by entering into a Subscription Agreement (the "Subscription Agreement") with certain investors (the "Investors") for total gross proceeds to the Company of $2,495,000. Pursuant to the Subscription Agreement, the Company issued (i) an aggregate of 4,590,000 of our Common Stock (the "Financing Shares") at a purchase price of $0.50 per share, and (ii) warrants (the "Warrants") to purchase 4,590,000 shares of the Company's Common Stock (the "Warrant Shares") at an exercise price of $2.25 per share.

Warrants

The Warrants are exercisable for an aggregate of 4,590,000 shares of the Company's Common Stock. The Warrants are exercisable for a period of three years from the original issue date. The exercise price with respect to the Warrants is $2.25 per share. The exercise price for the Warrants is subject to adjustment upon certain events, such as merger, combinations, dividends, reclassifications or other corporate change and dilutive issuances.

The foregoing description of the terms of the Subscription Agreement and Warrants do not purport to be complete and are qualified in their entirety by reference to the provision of such agreements filed as exhibits 10.9 and 4.1, respectively, to this Report.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure in Item 1.01 of this Report regarding the Equity Exchange is incorporated herein by reference in its entirety.

On February 26, 2013, the Company acquired Beam, through its wholly-owned subsidiary, Beam Acquisition, and Beam became a wholly-owned subsidiary of the Company.

Together, the Company and Beam operate the majority of all EV charging points throughout New York City, and have existing agreements with Central Parking, Icon Parking, as well as Simon Properties. Beam's partnerships with additional garage companies, such as Garage Management Company, Sylvan Parking, and Imperial Parking, expands the Company's current list of more than 45 strategic partnerships including retail, multifamily residential and commercial property owners, municipalities, and parking garage management companies. Beam provides the Company with over 400 additional parking garages under contract in New York City, and the combined entity is positioned to provide the largest EV charging infrastructure to EV drivers in New York and beyond. In addition to the Company's nationwide network of EV charging stations, the Company and Beam overlap in areas, such as Boston, Massachusetts and Washington, D.C., and are now jointly expanding into Philadelphia, Pennsylvania.

Item 3.02 Unregistered Sales of Equity Securities

Reference is made to the disclosure set forth under Items 1.01 and 2.01 of this Report, which disclosure is incorporated herein by reference.

The Company issued the Exchange Shares in reliance upon the exemption from registration contained in Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"). Our reliance on Section 4(2) of the Securities Act was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only a limited number of offerees; (c) there were no subsequent or contemporaneous public offerings of the securities by us; (d) the securities were not broken down into smaller denominations; and (e) the negotiations for the sale of the stock took place directly between the offeree and us.

The sale and the issuance of the Financing Shares and the Warrants were offered and sold in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 of Regulation D promulgated under the Securities Act ("Regulation D") and/or Regulation S promulgated under the Securities Act ("Regulation S"). We made this determination based on the representations of each Purchaser which included, in pertinent part, that each such Purchaser was (a) an "accredited investor" within the meaning of Rule 501 of Regulation D, (b) a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act or (c) not a "U.S. person" as that term is defined in Rule 902(k) of Regulation S and upon such further representations from each Purchaser that (i) such Purchaser is acquiring the securities for his, her or its own account for investment and not for the account of any other person and not with a view to or for distribution, assignment or resale in connection with any distribution within the meaning of the Securities Act, (ii) the Purchaser agrees not to sell or otherwise transfer the purchased shares unless they are registered under the Securities Act and any applicable state securities laws, or an exemption or exemptions from such registration are available, (iii) the Purchaser has knowledge and experience in financial and business matters such that he, she or it is capable of evaluating the merits and risks of an investment in us, (iv) the Purchaser had access to all of our documents, records, and books pertaining to the investment and was provided the opportunity to ask questions and receive answers regarding the terms and conditions of the offering and to obtain any additional information which we possessed or were able to acquire without unreasonable effort and expense, and (v) the Purchaser has no need for the liquidity in its investment in us and could afford the complete loss of such investment. In addition, there was no general solicitation or advertising for securities issued in reliance upon Regulation D.

Item 8.01 Other Events.

On February 28, 2013, the Company issued a press release announcing the acquisition of Beam, a copy of which is attached to this Report as Exhibit 99.1.

Item 9.01 Financial Statement and Exhibits

(b) Pro Forma Financial Information

Pro forma financial information will be filed by amendment within 71 days of the date of this Report.

(d) Exhibits

Exhibit Number	Description
2.1	Equity Exchange Agreement, dated February 26, 2013, by and among Car Charging Group, Inc., Beam Acquisition LLC, Beam Charging, LLC, and the Members of Beam Charging LLC.
2.2	Agreement, dated December 31, 2012, by and among Car Charging Group, Inc., Beam Acquisition, LLC, and Manhattan Charging LLC.
4.1	Form of Warrant.
10.1	Form of Promissory Note.
10.2	Security Agreement, dated February 26, 2013.
10.3	Pledge and Security Agreement, dated February 26, 2013.
10.4	Escrow Agreement, dated February 26, 2013.
10.5	Form of Cancellation Letter, dated February 26, 2013.
10.6	Form of Assignment of Beam Membership Interest, dated February 26, 2013, by and among Beam Acquisition LLC and Manhattan Charging LLC.
10.7	Form of Assignment of Promissory Note, dated February 26, 2013, by and among Car Charging Group, Inc. and Beam charging LLC.
10.8	Amendment to Promissory Notes, dated February 26, 2013, by and among Car Charging Group, Inc. and Beam Charging LLC.
10.9	Form of Subscription 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: April 3, 2013

Car Charging Group, Inc.

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

Exhibit 2.1

EQUITY EXCHANGE AGREEMENT

by and among

CAR CHARGING GROUP, INC.,
A Nevada Corporation,

BEAM ACQUISITION LLC
A Nevada Limited Liability Company,

BEAM CHARGING, LLC,
A New York Limited Liability Company,

and

THE MEMBERS OF BEAM CHARGING, LLC

Dated as of February 26, 2013

EQUITY EXCHANGE AGREEMENT

THIS EQUITY EXCHANGE AGREEMENT, dated as of February 26, 2013 (this "**Agreement**"), by and among Car Charging Group, Inc., a Nevada corporation ("**CCGI**"), Beam Acquisition, LLC, a Nevada limited liability company ("**Beam Acquisition**"), and together with CCGI, the "**CCGI Entities**"), and Beam Charging, LLC, a New York limited liability company ("**Beam**" or the "**Company**"), and Manhattan Charging LLC, Eric L'Esperance, and Andrew Shapiro (together with the individual members of Manhattan Charging LLC, collectively, the "**Beam Members**").

WHEREAS, reference is made to that certain Agreement (the "**Interim Agreement**") dated December 31, 2012 whereby Beam Acquisition, a wholly-owned subsidiary of CCGI acquired all of the outstanding membership interests of Beam (the "**Beam Interests**") in exchange for CCGI's issuance of 1,265,822 shares of restricted CCGI common stock (the "**CCGI Shares**")to Manhattan Charging LLC, the majority member and manager of Beam; and

WHEREAS, CCGI believes it is in its best interest and the best interest of its stockholders to confirm and ratify the acquisition of the Beam Interests in exchange for the CCGI Shares, all upon the additional terms and subject to the additional conditions set forth in this Agreement (the "**Transaction**"); and

WHEREAS, it is the intention of the parties that: (i) the Equity 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 Equity Exchange shall qualify as a securities transaction exempt from registration or qualification under the Securities Act of 1933, as (the "**Securities Act**").

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

ARTICLE 1
EXCHANGE OF CCGI SHARES FOR BEAM INTERESTS

1.1 Acknowledgment of Previous Transaction. The parties hereto expressly agree and acknowledge that the terms of the Interim Agreement are and the exchange of equity contemplated thereby is, subject to and as modified by the terms of this Agreement, hereby confirmed and ratified in its entirety as of the date thereof. In consideration of the transfer by the Beam Members of the Beam Interests to Beam Acquisition, the Beam Members hereby direct that the CCGI Shares be distributed to the recipients set forth on Schedule 1.1 hereto (the "**Share Recipients**") and, (a) at Closing, CCGI shall deliver copies of the stock certificates so evidencing such CCGI Shares as well as parcel tracking numbers from a reputable overnight courier evidencing the shipment of such stock certificates to the Share Recipients and (b)within two (2) business days of Closing, CCGI shall deliver stock certificates so evidencing such CCGI Shares to the Share Recipients.

1.2 Additional Consideration for the Beam Interests. Simultaneously herewith, upon the terms and conditions set forth in this Agreement, in reliance on the representations, warranties and covenants of each of the parties to this Agreement contained herein and in consideration of the Beam Interests, CCGI shall deliver one or more secured promissory notes in the aggregate principle amount of $500,000.00, as adjusted as set forth in Section 1.3 and 1.4 below (the "**Cash Purchase Price**")(in the form attached hereto as Exhibit A) (the "**Promissory Notes**") as the Beam Members hereby direct as set forth on Schedule 1.1. The Promissory Notes shall be secured in accordance with the Security Agreement (attached hereto as Exhibit B) (the "**Security Agreement**") and the Security and Pledge Agreement (attached hereto as Exhibit C) (the "**Pledge Agreement**," and together with the Security Agreement and the Promissory Notes, the "**Loan Documents**")

a) Upon the occurrence of an Event of Default (as such term is defined in the Promissory Notes), the Beam Members shall have the right to exercise any and all rights and remedies granted to them under such Promissory Notes. Additionally, upon the occurrence of an Event of Default, the parties agree that to the extent possible, the Transaction shall be cancelled and each party agrees to execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this provision, including without limitation the following documents: (i) Letter to CCGI and CCGI's Transfer Agent executed by each Beam Member authorizing the cancellation of the CCGI Shares (ii) Assignment of Beam Interests executed by Beam Acquisition to each Beam Member in the amounts listed on Schedule 1.2 and (iii) a Confession of Judgment with respect to the Promissory Notes executed by CCGI, Beam Acquisition and Beam (collectively, the "**Cancellation Documents**"). The Cancellation Documents shall be delivered at Closing and held in escrow by the Escrow Agents (as defined in the Escrow Agreement) until such time as (i) the Promissory Notes are paid in full (at which time the Cancellation Documents shall be destroyed), (ii) there is a default under the Promissory Notes (at which time the Cancellation Documents shall be delivered to their named recipients for filing and execution) or (iii) such other event occurs that authorizes release under the Escrow Agreement (in the form attached hereto as Exhibit D).

1.3 Purchase of Outstanding Secured Promissory Note. As of the date hereof, Beam Charging LLC has two outstanding promissory notes in the aggregate original principal amount of $130,000 held by the lender thereof (the "**Secured Notes**") that are secured by, among other things, the Beam Interests. Simultaneously with the Closing, CCGI will purchase the Secured Notes from the lender for $153,341.78 (the "**Note Purchase Price**") pursuant to an Assignment of Promissory Note in the form attached hereto as Exhibit E (the "**Assignment of Note**") and CCGI shall execute an amendment to the Secured Notes in the form attached hereto as Exhibit F (the "**Secured Note Amendment**") with Beam. The parties acknowledge that CCGI has previously delivered $150,000 (the "**Escrow Funds**") to The Law Office of Samuel A. Tversky P.C. (the "**Escrow Agent**") as a good faith deposit toward the consummation of the transactions contemplated by the Interim Agreement. At Closing, the Escrow Funds shall be applied to pay the Note Purchase Price and the Escrow Agent shall deliver the Note Purchase Price to the lender holding the Secured Notes. Any balance remaining in escrow after payment in full of the Note Purchase Price shall be applied to the payment of the Cash Purchase Price due hereunder. Notwithstanding Section 1.2 hereof, in the event that Transaction is cancelled pursuant to Section 1.2 hereof, the transactions contemplated by the Assignment of Note and the Secured Note Amendment shall not be cancelled and such documents shall remain in full force and effect.

1.4 Prepaid Legal Fees. The parties hereto acknowledge that CCGI has previously caused to be delivered to the Escrow Agent $20,000 (the "**Prepaid Fees**") for the purpose of paying Beam's legal fees throughout the negotiation of the Transaction. CCGI shall receive a credit for all Prepaid Fees against the Cash Purchase Price due hereunder. CCGI shall not be entitled to any refund of the Prepaid Fees in the event that the transactions contemplated hereby are not consummated, including, without limitation, in the event that the Cancellation Documents become effective and/or are released from escrow in accordance with Section 1.2(a) hereof.

1.5 Payment of Liabilities at Closing. At Closing, each of the liabilities of Beam listed on Schedule 1.5 hereto shall be fully and indefeasibly paid in full by CCGI. The parties hereto expressly acknowledge and agree that immediately following the Closing, notwithstanding any prohibition to the contrary found in any of the Transaction Documents, including the Loan Documents, CCGI shall have the right to cause Beam to file for reimbursements/payments under any grants currently available to it; and, in the event Beam receives such reimbursement from such grants, CCGI shall be entitled to receive and retain reimbursement from such received amounts for all amounts paid pursuant to this Section 1.5.

1.6 Anti-Dilution Protection. Until such time as each Share Recipient has sold or otherwise disposed of all of his/its CCGI Shares, in the event CCGI shall sell or issue any shares of its common stock (which, for the purposes hereof, shall be deemed to include (i) the issuance of any shares of its common stock directly or indirectly through the exercise of options, warrants, and convertible instruments (except for such issuances as are made upon the conversion of Convertible Securities for which anti-dilution protection hereunder has already been provided pursuant to (ii) below) and (ii) the issuance of any options, warrants, and convertible instruments convertible or exchangeable into shares of common stock (any such instruments, "Convertible Securities")) at a price (or in the case of Convertible Securities, a conversion price)that is less than $1.58 per share of common stock of CCGI (a "Triggering Event"), within ten (10) days of notice from CCGI of the Triggering Event, each such Share Recipient shall receive warrants containing a "net exercise" provision to purchase an amount of additional shares of CCGI common stock necessary to preserve such Beam Member's pre-Triggering Event percentage ownership of CCGI. Each such Beam Member's exercise price shall be the same price or value as was used in the Triggering Event. This provision shall not apply to (i) shares of common stock required to be issued in the future pursuant to options, warrants, and convertible instruments issued and outstanding on the Closing Date; (ii) shares of common stock issued or deemed issued as a dividend or distribution so long as such shares are issued to all holders of common stock of CCGI on a pro-rata basis; (iii) shares of common stock issued in connection with lease lines, bank lines, and other commercial bank financings (so long as such transactions are on market terms, on an arms-length basis and with a nationally recognized institutional lender) or (iv) equitable splits, subdivisions, reverse splits, combinations, reclassifications, exchanges or substitutions.

a) Net Exercise under Warrant. Subject to any provisions in the warrant to the contrary, if the fair market value of one share of CCGI common stock is greater than the exercise price (at the date of calculation as set forth below), in lieu of exercising for cash, each Beam Member may elect to receive shares equal to the value (as determined below) of the Warrant (or the portion thereof being cancelled) by delivery of a properly endorsed Subscription Form delivered to CCGI, in which event CCGI shall issue to such Beam Member 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 CCGI common stock to be issued to such Beam Member

Y= the number of shares of CCGI 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= exercise price (as adjusted to the date of such calculation)

1.7 Closing and Actions at Closing. The closing of the Transaction (the "**Closing**") shall take place simultaneously with the execution of this Agreement (the "**Closing Date**").

1.8 Officers of Beam at Closing Date. On the Closing Date, each officer and manager of Beam shall resign all such offices and immediately thereafter, Michael D. Farkas shall be appointed Chief Executive Officer, Secretary and Treasurer of Beam and Andy Kinard shall be appointed President of Beam.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF BEAM

Beam represents, warrants and agrees that all of the statements in the following subsections of this Article 2 are true and complete as of the date of the Interim Agreement and as of the date hereof. As used herein, the term "knowledge," including the phrase "to Beam's knowledge," shall mean the actual current knowledge of the Beam Members.

2.1. Corporate Organization.

2.1.1. Beam is a limited liability company duly organized, validly existing and in good standing under the laws of New York, 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, or condition of Beam. "**Material Adverse Effect**" means, when used with respect to Beam, 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, or condition (financial or otherwise) of Beam, or materially impair the ability of Beam 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.

2.1.2. Copies of the articles of organization and operating agreement of Beam with all amendments thereto, as of the date hereof (the "**Beam Charter Documents**"), have been furnished to CCGI, and such copies are accurate and complete as of the date hereof, except as set forth on Schedule 2.1.2 hereto. Beam is not in violation of any of the provisions of the Beam Charter Documents.

2.2. Capitalization of Beam.

2.2.1. The authorized capital of Beam consisted of 100 membership interests, of which 100 were issued and outstanding, immediately prior to the Interim Agreement, except as set forth on Schedule 2.1.2 hereof. There are no other authorized or issued classes of membership interests or other securities.

2.2.2. All of the issued and outstanding membership interests of Beam immediately prior to the Interim Agreement, and all membership interests in Beam when delivered in accordance with the terms thereof will be, duly authorized, validly issued, fully paid and non-assessable, to Beam's knowledge, 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 as otherwise set forth in the Beam Charter Documents. As of the date of this Agreement, except as set forth in the Beam Charter Documents and as set forth on Schedule 2.1.2, 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 membership interests of Beam, nor are there any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights, pre-emptive rights or rights of first refusal with respect to Beam or any Beam Interests, or any voting trusts, proxies or other agreements, understandings or restrictions with respect to the voting of Beam's membership interests. Except as set forth in the Beam Charter Documents and as set forth on Schedule 2.1.2,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 Beam is a party or by which it is bound with respect to any equity security of any class of Beam. Beam is not a party to, and it has no knowledge of, any agreement restricting the transfer of any membership interests of Beam. To Beam's knowledge, the transfer of all of the shares of Beam 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 member of Beam has any right to rescind or bring any other claim against Beam for failure to comply with the Securities Act, the Securities Exchange Act of 1934 (the "**Exchange Act**"), or state securities laws.

2.2.3. There are no outstanding contractual obligations (contingent or otherwise) of Beam to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, Beam or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person. For the purposes of this Agreement, the term "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

2.3. Subsidiaries and Equity Investments. Beam 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.

2.4. Authorization, Validity and Enforceability of Agreements. Beam 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 (the "**Transaction Agreements**") and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by Beam and the consummation by Beam of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action of Beam, and no other corporate proceedings on the part of Beam 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 Beam 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.

2.5. Compliance with Other Instruments. Except for the violations and defaults described in Schedule 2.5 and except for other violations and defaults that are not material, to Beam's knowledge, Beam is not in material violation or default of, and neither the execution and delivery of this Agreement by Beam, nor the consummation by Beam of the transactions contemplated hereby will materially violate or contravene, (i) any provisions of the Beam Charter Documents, (ii) any instrument, judgment, order, writ or decree, (iii) any note, indenture or mortgage, or (iv) any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on Schedule 2.6,or, to its knowledge, (v) any provision of federal or state statute, rule or regulation applicable to Beam, the violation of any of which would have a Material Adverse Effect.

2.6. Agreements. Except as disclosed on Schedule 2.6, Beam is not a party to or bound by any Material Contracts, whether written or oral. For the purposes of this Agreement, the term "Material Contract" shall not include any contract which will not require the future expenditure of more than $5,000, in the aggregate, by Beam. Beam has provided to CCGI, prior to the date of this Agreement, true, correct and complete copies of each Material Contract (whether written or oral), including each amendment, supplement and modification thereto (the "**Beam Contracts**").

2.7. Litigation. There is no action, suit, proceeding or investigation ("**Action**") pending or, to the knowledge of Beam, currently threatened against Beam, that may affect the validity of this Agreement or the right of Beam to enter into this Agreement or to consummate the transactions contemplated hereby or thereby. There is no Action pending or, to the knowledge of Beam, currently threatened against Beam, 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 Beam or any of its affiliates. Beam is not 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 Beam relating to Beam currently pending or which Beam intends to initiate.

2.8. Compliance with Laws. To Beam's knowledge, Beam 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.

2.9. Financial Statements. Beam has delivered to CCGI its financial statements as of and for the fiscal year ended December 31, 2011, and December 31, 2012 (including balance sheet, income statement; collectively, the "**Beam Financial Statements**").To Beam's knowledge, the Beam Financial Statements fairly present in all material respects the financial condition and operating results of Beam as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth in the Beam Financial Statements, Beam has no material liabilities or obligations, claims asserted or unasserted, contingent or otherwise, other than:(i) liabilities incurred in the ordinary course of business subsequent to December 31, 2012 and (ii) obligations under contracts and commitments incurred in the ordinary course of business, which, in all such cases, individually and in the aggregate would not have a Material Adverse Effect.

2.10. Intentionally Omitted.

2.11. Employee Benefit Plans. Beam 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.

2.12. Tax Returns, Payments and Elections. Except as disclosed on Schedule 2.12, Beam has filed all Tax Returns (as defined below), 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 and Beam has timely paid all taxes due and adequate provisions have been made for all current taxes and other charges to which Beam is subject and which are not currently due and payable. To Beam's knowledge, none of Beam's federal income tax returns have been audited by the Internal Revenue Service. Beam 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 Beam for any period, nor of any basis for any such assessment, adjustment or contingency.

2.13. No Broker Fees. Except as set forth on Schedule 2.13 hereto, no brokers, finders or financial advisory fees or commissions will be payable by or to Beam or any of its affiliates with respect to the transactions contemplated by this Agreement.

2.14. No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or anticipated by Beam to arise, between Beam and any accountants and/or lawyers formerly or presently engaged by Beam. Beam is current with respect to fees owed to its accountants and lawyers, except as is otherwise set forth on the Beam Financial Statements.

2.15. Information. To Beam's knowledge, the information concerning Beam set forth in this Agreement and in any attached schedule or certificate is complete and accurate in all material respects and does not contain any untrue statement of a material fact or fail to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

2.16. Employee Matters. Since inception, Beam has not had any employees.

2.17. Absence of Certain Changes or Events. To Beam's knowledge, except as disclosed on Schedule 2.17, since December 31, 2012: (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of Beam; and (b) Beam 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 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.

2.18. Environmental and Safety Laws. Except as could not reasonably be expected to have a Material Adverse Effect, to Beam's knowledge:(a) Beam is and has been in compliance with all Environmental Laws; (b) there has been no release or to Beam's knowledge threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste, or petroleum or any fraction thereof, (each a "**Hazardous Substance**") on, upon, into or from any site currently or heretofore owned, leased or otherwise used by Beam; (c) there have been no Hazardous Substances generated by Beam that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any governmental authority in the United States; and (d) there are no underground storage tanks located on, no polychlorinated biphenyls ("**PCBs**") or PCB-containing equipment used or stored on, and no hazardous waste as defined by the Resource Conservation and Recovery Act, as amended, stored on, any site owned or operated by Beam, except for the storage of hazardous waste in compliance with Environmental Laws. Beam has made available to CCGI true and complete copies of all material environmental records, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies, and environmental studies or assessments presently in its possession. For purposes of this Section 2.18, "**Environmental Laws**" means any law, regulation, or other applicable requirement relating to (a) releases or threatened release of any Hazardous Substance; (b) pollution or protection of employee health or safety, public health or the environment; or (c) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances.

2.19. Permits. To Beam's knowledge, Beam has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which would reasonably be expected to have a Material Adverse Effect. Beam is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.20. No Assets or Real Property. Except as set forth on the most recent Financial Statements, Beam does not have any assets of any kind. Except as disclosed on Schedule 2.20,Beam does not own or lease any real property.

2.21. Intentionally Omitted.

2.22. Intellectual Property. Except as disclosed on Schedule 2.22 or as may be used or licensed pursuant to the contracts listed in Schedule 2.6,Beam does not own, use or license any intellectual property in its business as presently conducted that is material to the operation of Beam's business.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE BEAM MEMBERS

Each Beam Member hereby, severally and not jointly, represents, warrants and agrees that all of the statements in the following subsections of this Article 3 are true and complete as of the date of the Interim Agreement and as of the date hereof insofar as such statement relate to such Beam Member.

3.1. Authority. Such Beam Member has the right, power, authority and capacity to execute and deliver each Agreement to which such Beam Member is a party, to consummate the transactions contemplated by this Agreement to which such Beam Members is a party, and to perform such Beam Member's obligations under each Agreement to which such Beam Member is a party. This Agreement has been duly and validly authorized and approved, executed and delivered by such Beam Member. Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties thereto other than such Beam Member, this Agreement is duly authorized, executed and delivered by such Beam Member and constitutes the legal, valid and binding obligation of such Beam Member, enforceable against such Beam Member in accordance with its 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.

3.2. No Conflict. To such Beam Member's knowledge, neither the execution or delivery by such Beam Member of any Agreement to which such Beam Member is a party nor the consummation or performance by such Beam Member of the transactions contemplated hereby or thereby will in any material respect, directly or indirectly, contravene, conflict with, or result in a violation of, any law or order to which such Beam Member may be subject.

3.3. Litigation. There is no pending Action against such Beam Member that involves such Beam Member's Beam Interests 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 Beam and, to the knowledge of such Beam Member, 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.

3.4. Acknowledgment. Such Beam Member understands and agrees that the CCGI 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 CCGI 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.

3.5. Acquisition Entirely for Own Account. Such Beam Member hereby confirms, that the CCGI Shares will be acquired for investment for such Beam Member's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such Beam Member has no present intention of selling, granting any participation in, or otherwise distributing the same, except as may be directed pursuant to Section 1.1 hereof. By executing this Agreement, such Beam Member further represents that it does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person with respect to any of the CCGI Shares.

3.6. Stock Legends. Such Beam Member hereby agrees with CCGI as follows:

3.6.1. Securities Act Legend Accredited Investors. The certificates evidencing the CCGI Shares issued to such Beam Member 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 OPINION IS 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 OPINION IS REASONABLY SATISFACTORY TO THE COMPANY, THAT THE PROVISIONS OF REGULATION S HAVE BEEN SATISFIED.

3.6.2. Other Legends. The certificates representing such CCGI 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.

3.6.3. Opinion. Such Beam Member understands that the CCGI Stock may not be sold, transferred, or otherwise disposed of without registration of any or all of the CCGI Shares under the Securities Act, Regulation S or an exemption therefrom, and that in the absence of an effective registration statement covering the CCGI Stock or any available exemption from registration under the Securities Act and applicable state securities law covering the disposition of the CCGI Shares, CCGI Stock may have to be held indefinitely. Such Beam Member further acknowledges that the CCGI Stock may not be sold pursuant to Rule 144 promulgated under the Securities Act without an opinion of counsel (which opinion is reasonably satisfactory to CCGI) to the effect that such transfer will be made in compliance with Rule 144, under the Securities Act unless all of the conditions of Rule 144 are satisfied.

3.7. Ownership of Interests. Immediately prior to the Interim Agreement, such Beam Member was both the record and beneficial owner of such Beam Member's Beam Interests, such Beam Member was not the record or beneficial owner of any other securities of Beam. Except as set forth on Schedule 3.7 hereto, such Beam Member had and transferred good and marketable title to such Beam Member's Beam Interests, 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. The delivery of documentation evidencing the transfer of such Beam Member's Beam Interests pursuant to the provisions of the Interim Agreement and this Agreement will transfer to Beam Acquisition good and marketable title thereto, free and clear of all liens, encumbrances, restrictions and claims of any kind.

3.8. Subsidiaries and Equity Investments. Except as disclosed on Schedule 3.8, such Beam Member 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, trust or other company, Person or other entity that conducts a business identical to or substantially similar to CCGI.

3.9. Pre-emptive Rights. At Closing, such Beam Member does not have any pre-emptive rights or any other rights to acquire any interests of Beam that have not been waived or exercised.

3.10. Beam Members and Respective Interests. Such Beam Member's Beam Interest immediately prior to the consummation of the Transaction is set forth on Schedule 3.10 hereto.

3.11. No Encumbrances. Upon payment in full of the Note Purchase Price and delivery of the Secured Note Amendments pursuant to Section 1.3 hereof, such Beam Member's Beam Interests shall be free of any claim, lien, security interest or encumbrance of any nature or kind.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF CCGI AND BEAM ACQUISITION

CCGI represents, warrants and agrees that all of the statements in the following subsections of this Article 4 are true and complete as of the date of the Interim Agreement and as of the date hereof.

4.1 Incorporation. CCGI is a company duly incorporated, validly existing, and in good standing under the laws of the State of Nevada 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 CCGI's Certificate of Incorporation or bylaws. CCGI has taken all actions required by law, its Certificate of Incorporation or bylaws, or otherwise to authorize the execution and delivery of this Agreement. CCGI has full power, authority, and legal capacity and has taken all action required by law, its Certificate of Incorporation or bylaws, and otherwise to consummate the transactions herein contemplated.

4.1.1 Beam Acquisition is a company duly incorporated, validly existing, and in good standing under the laws of the State of Nevada 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 Beam Acquisition's Articles of Organization or Operating Agreement. Beam Acquisition has taken all actions required by law, its Articles of Organization or Operating Agreement, or otherwise to authorize the execution and delivery of this Agreement. Beam Acquisition has full power, authority, and legal capacity and has taken all action required by law, its Articles of Organization or Operating Agreement, and otherwise to consummate the transactions herein contemplated.

4.2 Authorized Shares. The authorized capital stock of CCGI consists of 500,000,000 shares of Common Stock, par value $0.001 per share and 40,000,000 shares of preferred stock, par value $0.001 (the "**Preferred Stock**"). CCGI currently has 44,080,584 shares of Common Stock issued and outstanding, 10,000,000 shares of Series A Preferred Stock issued and outstanding and 1,000,000 shares of Series B Preferred 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. The capitalization table attached hereto as Schedule 4.2 is accurate and complete as of the date hereof and except as set forth therein, there are no equity securities of CCGI issued and outstanding nor are there any instruments or securities convertible into equity securities of CCGI issued and outstanding.

4.2.1 All of the CCGI Shares, when delivered in accordance with the terms hereof, will be duly authorized, validly issued, fully paid and non-assessable, will have been issued in compliance with all of CCGI's organizational documents and all applicable U.S. federal and state securities laws and state corporate laws, and will have been issued free of preemptive rights of any security holder.

4.2.2 Except as set forth in CCGI's periodic reports filed with the SEC pursuant to the Exchange Act (the "**CCGI Filings**") or on Schedule 4.2, 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 securities of CCGI, nor are there any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights, pre-emptive rights or rights of first refusal with respect to CCGI or any of its securities, or any voting trusts, proxies or other agreements, understandings or restrictions with respect to the voting of CCGI's securities. Except as set forth in the CCGI filings, there is no voting trust, proxy, rights plan, anti-takeover plan or other agreement or understanding to which CCGI is a party or by which it is bound with respect to any equity security of any class of CCGI. CCGI is not a party to, and it has no knowledge of, any agreement restricting the transfer of any security of Beam except as is disclosed in the CCGI Filings. The transactions contemplated hereby will not trigger any exercise of, or make effective, any conversion rights, preemptive rights or other rights to subscribe for, purchase or otherwise acquire or receive any securities of CCGI, nor will the transactions contemplated hereby trigger any rights with respect to any authorized stock appreciation, phantom stock, profit participation or similar rights, anti-dilution or similar protection, pre-emptive rights or rights of first refusal with respect to CCGI or any of its securities.

4.2.3 There are no outstanding contractual obligations (contingent or otherwise) of CCGI to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other securities of, CCGI or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person.

4.3 Financial Statements; SEC Filings.

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

4.3.2 CCGI has 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 CCGI 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 CCGI's Common Stock, it being acknowledged that none of CCGI's securities are approved or listed for trading on any exchange or quotation system.

4.4 Information. The information concerning the CCGI Entities 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.

4.5 Absence of Certain Changes or Events. Except as disclosed in the Public Reports, since September 30, 2012: (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of the CCGI Entities; and (b) CCGI 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.

4.6 Litigation and Proceedings. Except as disclosed in the Public Reports, there are no actions, suits, proceedings, or investigations pending or, to the knowledge of CCGI after reasonable investigation, threatened by or against the CCGI Entities or affecting the CCGI Entities 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. CCGI 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.

4.7 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 CCGI or Beam Acquisition is a party or to which any of its assets, properties or operations are subject.

4.8 Compliance with Laws and Regulations. To the best of its knowledge, the CCGI Entities 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 CCGI or except to the extent that noncompliance would not result in the occurrence of any material liability for CCGI. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

4.9 Approval of Agreement. The Board of Directors of CCGI has authorized the execution and delivery of this Agreement by the CCGI Entities and has approved this Agreement and the transactions contemplated hereby.

4.10 Valid Obligation. This Agreement and all agreements and other documents executed by the CCGI Entities in connection herewith constitute the valid and binding obligation of the CCGI Entities, 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 5
CONDITIONS TO OBLIGATIONS OF CCGI

The obligations of the CCGI Entities 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 CCGI in its sole discretion:

5.1. Representations and Warranties of Beam and Beam Members. All representations and warranties made by Beam and the Beam Members 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.

5.2. Agreements and Covenants. Beam 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.

5.3. Consents and Approvals. All consents, waivers, authorizations and approvals of all entities listed on Schedule 5.3 and 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.

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 Beam 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.

5.5. Other Closing Documents. CCGI shall have received such certificates, instruments and documents in confirmation of the representations and warranties of Beam, Beam's performance of its obligations hereunder, and/or in furtherance of the transactions contemplated by this Agreement as CCGI may reasonably request.

5.6. Documents. Beam must have caused to be delivered to CCGI (or CCGI shall have otherwise received)the following documents:

5.6.1. Assignment of the Beam Interests duly executed by each Beam Member (attached hereto as Exhibit G);

5.6.2. Resolutions of the Beam Members approving this Agreement and the transactions contemplated hereby and thereby;

5.6.3. a Certificate of Good Standing of Beam, dated as of a recent date prior to the Closing Date from each jurisdiction in which it is registered to conduct business;

5.6.4. this Agreement duly executed;

5.6.5. the resignations of each officer and manager of Beam as of the Closing Date;

5.6.6. a copy of the Assignment of Note, duly executed by the lender holding the Secured Notes;

5.6.7. a Release of Claim executed by Ardour Capital Investments LLC (attached hereto as Exhibit H);

5.6.8. a copy of the employment agreement entered into by and between Car Charging, Inc. and Joseph Turquie (the "**Employment Agreement**") attached hereto as Exhibit I, and duly executed by Joseph Turquie;

5.6.9. a copy of the Bleed-Out Agreement, attached hereto as Exhibit J, duly executed by each of the Share Recipients;

5.6.10. a copy of Termination of Advisor Agreement (attached hereto as Exhibit K) executed by Andrew Shapiro and Beam;

5.6.11. a copy of the Security Agreement, duly executed by the secured parties listed therein;

5.6.12. a copy of the Pledge Agreement, duly executed by the secured parties listed therein; and

5.6.13. a copy of the Side Letter from Brian Valenza (attached hereto as Exhibit L).

5.7. Cancellation Documents. The Cancellation Documents, duly executed by each of the Beam Members, as appropriate, shall have been delivered to the appropriate Escrow Agent (as defined in the Escrow Agreement) in accordance with the Escrow Agreement.

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 Beam.

ARTICLE 6
CONDITIONS TO OBLIGATIONS OF BEAM

The obligations of Beam 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 Beam in its sole discretion:

6.1. Representations and Warranties of the CCGI Entities. All representations and warranties made by the CCGI Entities 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.

6.2. Agreements and Covenants. The CCGI Entities 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.

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.

6.4. No 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 CCGI 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.

6.5. Other Closing Documents. Beam shall have received such certificates, instruments and documents in confirmation of the representations and warranties of the CCGI Entities, the performance of the CCGI Entities' obligations hereunder and/or in furtherance of the transactions contemplated by this Agreement as Beam may reasonably request.

6.6. Documents. CCGI must deliver to Beam, at the Closing:

6.6.1. Copies of the stock certificates issued by CCGI's transfer agent for the CCGI Shares as well as parcel tracking numbers from a reputable overnight courier evidencing the shipment of such stock certificates to the Share Recipients;

6.6.2. this Agreement duly executed;

6.6.3. a copy of the Employment Agreement, duly executed by Car Charging Inc.;

6.6.4. a copy of the Assignment of Note, duly executed by CCGI;

6.6.5. a copy of the Secured Note Amendment, duly executed by CCGI and Beam (as of the Closing);

6.6.6. originally executed copies of the Promissory Notes;

6.6.7. a copy of the Security Agreement, duly executed by Beam;

6.6.8. a copy of the Pledge Agreement, duly executed by Beam Acquisition; and

6.6.9. each of the liabilities of Beam listed on Schedule 1.5 hereto shall be fully and indefeasibly paid in full by CCGI.

6.7. Cancellation Documents. The Cancellation Documents, duly executed by each of CCGI, Beam (with respect to Beam after Closing) and/or Beam Acquisition, as appropriate, shall have been delivered to the appropriate Escrow Agent (as defined in the Escrow Agreement) in accordance with the Escrow Agreement.

6.8. No 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 CCGI Shares; or (b) is entitled to all or any portion of the CCGI Shares.

ARTICLE 7
INDEMNIFICATION

7.1 Survival of Provisions. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except (a) covenants and agreements which are expressly required to be performed and are performed in full on or before the Closing Date, (b) for the obligations of CCGI under the Promissory Notes, and (c) except as otherwise set forth in this Agreement or any other document or agreement delivered in connection with the Transaction) shall expire eighteen (18) months afterthe Closing Date (the "Survival Period").

7.2 Indemnification.

7.2.1 Indemnification Obligations in favor of Beam Members. From and after the Closing Date until the expiration of the Survival Period (except with respect to clauses (iv),(v) and (vi) of this paragraph which shall not be so limited to the Survival Period), CCGI shall indemnify, reimburse and hold harmless each of the Beam Members 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 (each such Person and his heirs, executors, administrators, agents, successors and assigns is referred to herein as a "**Beam Indemnified Party**") 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 (i) any breach of representation or warranty made by CCGI in this Agreement, and in any certificate delivered by CCGI pursuant to this Agreement; (ii) any breach by CCGI or Beam Acquisition of any covenant, obligation or other agreement made by CCGI or Beam Acquisition in this Agreement, the Cancellation Documents and any documents or instruments referred to herein or therein; (iii) a third-party claim based on any acts or omissions by CCGI, Beam Acquisition or Beam (with respect to Beam, only so long as it arising after the Closing); (iv) the failure of CCGI, Beam Acquisition or Beam to pay when due each and every liability of Beam listed in Schedule 7.2.1 hereto;(v) any action or attempt by any CCGI Indemnified Party (as defined below) to prevent, impede, set off or restrict any right of or remedy available to the Beam Members or the Share Recipients under the Loan Documents or the Cancellation Documents;(vi) the failure of CCGI or any of its employees, agents or representatives to reasonably cooperate with the Share Recipients to facilitate and allow the Share Recipients to trade, sell or transfer their CCGI Shares, so long as such proposed trades, sales or transfers are in accordance with this Agreement and the applicable Bleed-out Agreement and are not prohibited by applicable law or regulation; and (vii) in the event that the Cancellation Documents are released from escrow and become effective, any and all liabilities of Beam (including, without limitation, third-party claims based on any acts or omissions by Beam but excluding any claims based on liabilities arising in the ordinary course of business) arising after the Closing Date until the time that the Beam Members resume full control and management of Beam; provided, however, that in each case, a court having jurisdiction thereof, has issued a final judicial determination with respect to CCGI's liability to such damages, provided, further, that such limitation shall not apply to item (iv) of this sentence. No claim for indemnification may be brought under Section 7.2.1 unless all claims for indemnification, in the aggregate, total more than $10,000 (in which case, such claim for indemnification shall not be reduced by such $10,000 but rather shall include such $10,000), provided, however, that such limitation shall not apply to item (iv) of the immediately preceding sentence.

7.2.2 Indemnification in favor of CCGI. From and after the Closing Date until the expiration of the Survival Period, each Beam Members shall, severally and not jointly, indemnify and hold harmless CCGI, Beam, Beam Acquisition 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 "CCGI Indemnified Person") from and against any and all Damages arising out of any: (i) any breach of representation or warranty made by Beam or such Beam Member in this Agreement, and in any certificate delivered by Beam or such Beam Member pursuant to this Agreement; (ii) any breach by Beam or such Beam Member of any covenant, obligation or other agreement made by Beam or such Beam Member in this Agreement (so long as relating to Beam prior to Closing);and (iii) any and all liabilities paid by CCGI, Beam Acquisition or Beam as a result of any action taken by Beam or such Beam Member prior to Closing that, in the aggregate, exceed $715,000, provided, however, that in each case, a court having jurisdiction thereof, has issued a final judicial determination with respect to a CCGI Indemnified Person's liability to such Damages. Notwithstanding any right to indemnification or any other right of any CCGI Indemnified Person under this Agreement, in no event shall any CCGI Indemnified Party have any right of set off, or attempt to set off, any claim that any such CCGI Indemnified Party may have against any amounts owed under the Promissory Notes, nor shall any CCGI Indemnified Party take any action to prevent, impede, set off or restrict any right of or remedy available to the Beam Members or the Share Recipients under the Loan Documents or the Cancellation Documents. No claim for indemnification may be brought under Section 7.2.2 unless all claims for indemnification, in the aggregate, total more than $10,000 (in which case, such claim for indemnification shall not be reduced by such $10,000 but rather shall include such $10,000).IN NO EVENT SHALL THE LIABILITY OF EACH BEAM MEMBER FROM ALL DAMAGES, ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED AN AGGREGATE OF THE AMOUNTS ACTUALLY RECEIVED BY SUCH BEAM MEMBER FROM CCGI TOWARD THE PAYMENT OF THE PROMISSORY NOTE ISSUED TO SUCH BEAM MEMBER PLUS THE PROCEEDS OF THE SALE OR LIQUIDATION OF THECCGI SHARES RECEIVED BY SUCH BEAM MEMBER HEREUNDER.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Publicity. 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.

8.2. Successors 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.

8.3. Fees 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.

8.4. Notices. 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), overnight mail or facsimile to the parties at the following addresses:

If to CCGI and to Beam Acquisition, to:

Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601
Miami Beach, Florida 33139
Attn: Michael D. Farkas, CEO

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 the Beam Members, to the addresses set forth opposite each such Beam Member's name on Schedule 1.1 hereto.

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

The Law Office of Samuel A. Tversky P.C.
2294 Nostrand Avenue, Suite 1016
Brooklyn, NY 11210
Attn.: Samuel A. Tversky, Esq.

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 8.4 are concerned unless such changed address is located in the United States of America and notice of such change shall have been given to such other party hereto as provided in this Section 8.4.

8.5. Entire Agreement. This Agreement, together with the exhibits hereto and each of the agreements and documents referenced herein that are executed and/or delivered in connection herewith (including, without limitation, the Cancellation Documents), 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.

8.6. 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.

8.7. 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.

8.8. 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.

8.9. 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 New York, Nassau County, and/or the United States District Court for Eastern District of New York, 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 8.4.

8.10. 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.

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

8.12. 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.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

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

CAR CHARGING GROUP, INC.

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

BEAM ACQUISITION LLC

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

BEAM CHARGING, LLC

By: /s/ Eric L'Esperence
Eric L'Esperance, Member

By: /s/ Andrew Shapiro
Andrew Shapiro, Member

By: MANHATTAN CHARGING LLC

By: /s/ Joseph Turquie
Joseph Turquie
Member

By: /s/ Brian Valenza
Brian Valenza
Member

BEAM MEMBERS

MANHATTAN CHARGING LLC

By: /s/ Joseph Turquie
Joseph Turquie
Member

By: /s/ Brian Valenza
Brian Valenza
Member

/s/ Eric L'Esperence
Eric L'Esperance

/s/ Andrew Shapiro
Andrew Shapiro

EXHIBIT A

PROMISSORY NOTE

EXHIBIT B

SECURITY AGREEMENT

EXHIBIT C

SECURITY AND PLEDGE AGREEMENT

EXHIBIT D

ESCROW AGREEMENT

EXHIBIT E

ASSIGNMENT OF NOTE

EXHIBIT F

SECURED NOTE AMENDMENT

EXHIBIT G

ASSIGNMENT OF BEAM INTERESTS

EXHIBIT H

ARDOUR RELEASE OF CLAIM

EXHIBIT I

EMPLOYMENT AGREEMENT

EXHIBIT J

BLEED-OUT AGREEMENT

EXHIBIT K

TERMINATION OF SHAPIRO ADVISOR AGREEMENT

EXHIBIT L

VALENZA SIDE LETTER

Schedule 1.1

Share Recipients

Name	Address	FEIN	Number of Shares to be Issued	Amount of Promissory Note

Schedule 2.2

Cancellation Instructions

Name	Percentage of Beam Interests to be Received in the Event of Default

Exhibit 2.2

AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into effective as of December 31, 2012, by and among Car Charging Group, Inc., a Nevada corporation (the "CCGI"), whose principal place of business is 1691 Michigan Avenue, Miami Beach, Florida 33139, Beam Acquisition LLC, a Nevada limited liability company ("BA LLC"), whose principal place of business is 1691 Michigan Avenue, Miami Beach, Florida 33139, and Manhattan Charging LLC ("MC LLC"), a New York limited liability company whose principal place of business is 43 The Oaks, Roslyn, NY 11576.

WHEREAS, the parties are currently negotiating an Equity Exchange Agreement (the "Equity Exchange Agreement") whereby BA LLC would acquire all of the outstanding membership interests (the "Beam Interests")in Beam Charging LLC ("Beam") in exchange for 1,265,822 shares of restricted common stock of CCGI (representing $2,000,000 worth of CCGI stock priced at the 30 day average closing price prior to the date hereof) (the "CCGI Shares") and other consideration to be detailed in the Equity Exchange Agreement; and

WHEREAS, the members of Beam desire to consummate the exchange of the CCGI Shares for the Beam Interests prior to the end of 2012; and

WHEREAS, pursuant to Section 8.6 of the Limited Liability Company Agreement of Beam, MC LLC has the right to require all other members of Beam to transfer their interests to a purchaser in the event Manhattan Charging elects to transfer its interests to such purchaser.

NOW, THEREFORE, in consideration of the above recitals and of the respective covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto do hereby agree as follows.

1. Exchange of CCGI Shares for Beam Interests. CCGI hereby agrees to issue, and MC LLC agrees to accept the CCGI Shares in exchange for the Beam Interests.

a. The parties expressly acknowledge that MC LLC is not the owner of all of the Beam Interests and that the transaction contemplated hereby shall be automatically terminated in accordance with Section 4 hereof on January 15, 2013, unless the consent to and adoption of the terms of this Agreement and the Equity Exchange Agreement by the other members of Beam (the "Remaining Beam Members").

b. Further, MC LLC acknowledges that the members of Beam and MC LLC are collectively hereby receiving any and all shares that may need to be paid to MC LLC and the Remaining Beam Members and that CCGI shall have no obligation to issue additional shares to MC LLC or the Remaining Beam Members in consideration for the transfer of all of the Beam Interests. MC LLC shall be solely responsible for distributing the CCGI Shares delivered pursuant to this Agreement to the Remaining Beam Members.

c. Any and all CCGI Shares issued pursuant to this Agreement shall also be governed by all terms and conditions as stated in the Equity Exchange Agreement entered into by Beam and CCGI.

d. The parties hereto acknowledge and agree as part of the consideration for the Beam Interests, (i) CCGI will issue to the members of Beam and MC LLC notes payable in an aggregate amount of $500,000 concurrently with the execution of the Equity Exchange Agreement and (ii) CCGI and BA LLC will collectively assume all liabilities and obligations of Beam.

2. Restrictions. Neither party to this Agreement shall, without the prior written consent of the other party, offer, pledge, sell, contract to sell, sell any option or contract to purchase, hypothecate, lend, transfer or otherwise dispose of any CCGI Shares or Beam Interests (as the case may be) unless and until the earlier of such time as (i) this Agreement is terminated in accordance with Section 4 hereof or (ii) the Equity Exchange Agreement is completely and fully closed and no outstanding contingencies remain, and thereafter only in accordance with the terms of the Equity Exchange Agreement. Until such time as the transaction contemplated by the Equity Exchange Agreement is closed or this Agreement is terminated, (i) Beam shall continue to operate as a separate entity by the same management and members of Beam immediately prior to the execution of this Agreement, (ii) CCGI shall have no rights to the operation or control of Beam and (iii) CCGI shall not take any action with respect to Beam without the express prior written consent of MC LLC.

3. Representations and Warranties. For purposes of this Agreement and the CCGI Shares issued pursuant hereto, MC LLC represents and warrants as follows:

a. MC LLC (i) has no need for liquidity in this investment, (ii) is able to bear the substantial economic risks of an investment in the CCGI Shares for an indefinite period, and (iii) at the present time, can afford a complete loss of such investment.

b. MC LLC does not have a preexisting personal or business relationship with CCGI or any of its directors or executive officers, or by reason of any business or financial experience or the business or financial experience of any professional advisors who are unaffiliated with and who are compensated by CCGI or any affiliate or selling agent of CCGI, directly or indirectly, could be reasonably assumed to have the capacity to protect MC LLC's interests in connection with the investment in CCGI.

c. MC LLC is aware that (i) the CCGI Shares are not immediately transferable under this Agreement and applicable securities laws; and (ii) the Articles of Incorporation and Bylaws of CCGI contain provisions that limit or eliminate the personal liability of the officers, directors and agents of CCGI and indemnify such parties for certain damages relating to CCGI, including damages in connection with the CCGI Shares and the good-faith management and operation of CCGI.

d. MC LLC acknowledges that the CCGI Shares are not registered under any registration statement with the Securities and Exchange Commission (SEC), and are not freely tradeable. The CCGI Shares will contain the following legend:

> THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO CCGI. THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES.

e. MC LLC has not been furnished any offering literature and has not been otherwise solicited by CCGI.

f. CCGI and its officers, directors and agents have answered all inquiries that MC LLC has made of them concerning CCGI or any other matters relating to the formation, operation and proposed operation of CCGI and the offering and sale of the CCGI Shares

g. MC LLC is duly organized and in good standing in the state or country of its incorporation and is authorized and otherwise duly qualified to purchase and hold the CCGI Shares. Such entity has its principal place for business as set forth in the first paragraph hereof and has not been formed for the specific purpose of acquiring the CCGI Shares.

h. All information that MC LLC has provided to CCGI concerning MC LLC, MC LLC's financial position and MC LLC's knowledge of financial and business matters, or, in the case of a corporation, partnership, trust or other entity, the knowledge of financial and business matters of the person making the investment decision on behalf of such entity, including all information contained herein, is correct and complete as of the date set forth at the end hereof and may be relied upon, and if there should be any material adverse change in such information prior to the issuance of any CCGI Shares, MC LLC will immediately provide CCGI with such information.

4. Cancellation. Either party shall have the right to cancel this Agreement at any time by providing written notice via fax, US mail or other overnight courier at the address and fax number set forth on the signature page hereto. Such cancellation shall be effective immediately upon delivery of such notice In the event this Agreement is cancelled or the Equity Exchange Agreement does not fully close, and if for any reason the acquisition of Beam by BA LLCis not consummated, then the parties agree that the terms of this Agreement shall be deemed retroactively to the date of this Agreement null and void and the ownership of the Beam Interests shall revert back to the members of Beam and the CCGI Shares Company shall revert back to the treasury of the CCGI as if such transfer of the Beam Interests and the CCGI Shares had never occurred. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Section 4. In the event that this Agreement is cancelled in accordance with this Section 4, no party hereto shall have any claim whatsoever with respect to the subject matter hereof and any such claim shall be deemed to be fully and unconditionally released.

5. Sale Restrictions.In accordance with applicable securities laws and this Agreement, for a period of six (6) months from the date MC LLC(or the Remaining Beam Members) receive the CCGI Shares (the "Restriction Period"), MC LLC (and on behalf of the Remaining Beam Members) hereby agrees that MC LLC will not, without the prior written consent of CCGI, offer, pledge, sell, contract to sell, sell any option or contract to purchase, hypothecate, lend, transfer or otherwise dispose of any of the CCGI Shares or any options, warrants or other rights to purchase the CCGI Shares or any other security of CCGI which MC LLC(or the Remaining Beam Members)owns or has a right to acquire as of the date hereof (collectively, the "Bleed-Out Shares") and thereafter, until such time as MC LLC(or the Remaining Beam Members)have sold all of the Bleed-Out Shares (the "Bleed-Out Period"), MC LLC(and the Remaining Beam Members)shall have the right, in the aggregate, to sell, dispose of or otherwise transfer the Bleed-Out Shares without restriction, up to tenpercent (10%) of the total daily trading volume of the Company's shares.

a. Any subsequent issuance to and/or acquisition by MC LLC(or the Remaining Beam Members)of the Company's common shares or options or instruments convertible into common shares will be subject to the provisions of this Agreement.

b.

c. **Permitted Transfers**. Notwithstanding the foregoing restrictions on transfer, the MC LLC(or the Remaining Beam Members)may, at any time and from time to time, transfer the Bleed-Out Shares (i) as bona fide gifts or transfers by will or intestacy, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the MC LLC(or the Remaining Beam Members), 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 MC LLC(or the Remaining Beam Members) is 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 Bleed-Out Shares allowable under Section 5 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.

d. **Ownership**. During the term of this Agreement, MC LLC(or the Remaining Beam Members) shall retain all rights of ownership in the Bleed-Out Shares, including, without limitation, voting rights and the right to receive any dividends that may be declared in respect thereof.

e. **Company and Transfer Agent**. CCGI is hereby authorized to disclose the existence of this Agreement to its transfer agent. CCGI and its transfer agent are hereby authorized to decline to make any transfer of the Bleed-Out Shares if such transfer would constitute a violation or breach of this Agreement.

f. **Specific Performance**. Each of the parties hereto recognizes and acknowledges that a breach by any of the parties hereto of any covenants or agreements contained in this Agreement will cause the other party to sustain damages for which such party would not have an adequate remedy at law for money damages, and therefore each party hereto agrees that in the event of any such breach, the other party shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such party may be entitled, at law or in equity and that such party shall not be required to post a bond hereunder.

6. Registration Rights. Whenever CCGI proposes to publicly sell or register for sale any of its common equity securities (or any security which is convertible into or exchangeable or exercisable for common equity securities) pursuant to a registration statement (a "Piggyback Registration Statement") under the Securities Act of 1933 (other than a registration statement on Form S-8 or on Form S-4) or any similar successor forms thereto), whether for its own account or for the account of one or more security holders of the Company (a "Piggyback Registration") CCGI shall give prompt written notice to MC LLC (or the Remaining Beam Members) of its intention to effect such sale or registration and, shall use its commercially reasonable efforts to include in such transaction all registrable securities (in the form of common equity securities) with respect to which CCGI has received a written request from MC LLC (or the Remaining Beam Members) for inclusion therein within ten (10) days after MC LLC (or the Remaining Beam Members)'s receipt of CCGI's notice. CCGI may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion. The foregoing notwithstanding, no holder of the CCGI Shares shall be entitled to registration rights if the exercise of such rights will negatively impact the ability of CCGI to raise capital.

7. Miscellaneous.

a. Successors 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. Press Release. No party hereto may issue any public statements or press releases with respect to the subject matter hereof without obtaining the prior written consent of the other parties hereto.

i. 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.

-Signature Page Follows-

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

CAR CHARGING GROUP, INC.

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139
Fax: (305) 521-0201

BEAM ACQUISITION, LLC

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139
Fax: (305) 521-0201

MANHATTAN CHARGING LLC

By: /s/ Joseph Turquie
Joseph Turquie
President/Managing Member
FEIN: 27-546-0326
43 The Oaks
Roslyn, NY 11576
Fax: (646) 959-5539

Exhibit 4.1

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS WARRANT 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 Car Charging Group, Inc.
(subject to adjustment as provided herein)

CLASS A COMMON STOCK PURCHASE WARRANT

No. CA-___ Issue Date: _____ ___, 2013

CAR CHARGING GROUP, INC., a corporation organized under the laws of the State of Nevada (the "Company"), hereby certifies that, for value received, _____ 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 _____ ___, 2016 (the "Expiration Date"), up to _____ fully paid and nonassessable shares of Common Stock at a per share purchase price of $2.25. The aforedescribed 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.

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

(a) The term "Company" shall mean Car Charging Group, Inc., a Nevada corporation, and any corporation which shall succeed or assume the obligations of Car Charging Group, 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 hereof, and (ii) any other securities into which or for which any of the securities described herein (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 American Stock Exchange, LLC, 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 American Stock Exchange, Inc., 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 Sections 1.2 or 1.3, 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.

1.7 Registration Rights. The Company shall grant to the Holder or its assignees, for any shares of Common Stock issued pursuant to this Warrant, piggyback registration rights, on Form S-3, Form SB-2, S-1 or such other form as may be applicable pursuant to the Securities Act of 1933 as amended in accordance with the terms set forth below. Except as provided herein, the Company shall pay all expenses in connection with all registration of shares of the Common Stock. Notwithstanding the foregoing, each of the Company and the Holder shall be responsible for its own internal administrative and similar costs, which shall not constitute registration expenses.

2. Call Conditions. Subject to the provisions of this Section 2, if at any time following the Issue Date, the closing price of the Common Stock for each of the ten (10) consecutive trading days immediately prior to delivery of a Call Notice (as defined below) is greater than 200% of the purchase price per share ($4.50) on the Issue Date (subject to equitable adjustment as a result of stock splits, reverse stock splits or other adjustments to capitalization occurring after the Issue Date), then the Company, in its sole discretion, may elect to require the exercise of all (but not less than all) of the then unexercised portion of this Warrant at a per share purchase price of $2.25, on the date (the "Call Date") that is the fifth (5^{th}) calendar day after written notice thereof (a "Call Notice") is received by the Holder. The Company covenants and agrees that it will honor all Exercise Notices tendered through 5:30 P.M., New York City time, on the Call Date. For purposes of clarification, the exercise of this Warrant on a Call Date pursuant to a Call Notice (or any other exercise hereunder) shall be done only by means of a cash exercise.

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.

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 10 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.

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. 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%.

10. 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.

11. 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.

12. 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:
Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601
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: Gregg E. Jaclin, Esq.
195 Route 9 South, Suite 204
Manalapan, NJ 07726
facsimile: (732) 577-1188

If to the Holder:
_____
_____
_____

13. 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 and county of Florida. 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 PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS WARRANT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. 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 Warrant 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 Warrant 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.

CAR CHARGING GROUP, INC.

By: _____
Michael D. Farkas, Chief Executive Officer

Exhibit A

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

TO: CAR CHARGING GROUP, INC.

The undersigned, pursuant to the provisions set forth in the attached Warrant (No.____), hereby irrevocably elects to purchase _____ shares of the Common Stock covered by such Warrant.

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 $_____ in lawful money of the United States.

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 CAR CHARGING GROUP, 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 CAR CHARGING GROUP, INC. with full power of substitution in the premises.

Transferees	Percentage Transferred	Number Transferred

Dated: _____, _____

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

Signed in the presence of:

_____
(Name)

_____
_____
(address)

ACCEPTED AND AGREED:
[TRANSFEREE]

_____
_____
(address)

_____
(Name)

Exhibit 10.1

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION (TOGETHER, THE "SECURITIES LAWS") AND MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED OR ENCUMBERED IN THE ABSENCE OF COMPLIANCE WITH SUCH SECURITIES LAWS AND UNTIL THE COMPANY SHALL HAVE RECEIVED FROM COUNSEL ACCEPTABLE TO IT A WRITTEN OPINION REASONABLY SATISFACTORY TO IT THAT THE PROPOSED DISPOSITION WILL NOT VIOLATE ANY APPLICABLE SECURITIES LAWS.

SECURED PROMISSORY NOTE

_____ ___, 2013

FOR VALUE RECEIVED, the undersigned CAR CHARGING GROUP, INC., a Nevada corporation (the "Company" or "Maker"), promise(s) to pay to the order of MANHATTAN CHARGING, LLC (the "Holder"), at such place as may be designated in writing by the Holder, the principal sum of _____ ($_____) with interest thereon at the rate per annum (based on a 365-day year and charged on the basis of actual days elapsed) equal to 6%. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds. In no event will the rate of interest payable hereunder exceed the maximum rate permitted by law.

1. The outstanding principal balance of this Note (this "Note"), together with all accrued and unpaid interest, shall be due and payable on _____ __, 2013 (the "Maturity Date"). In the event that the unpaid balance of the principal and interest shall not have been paid in full on or before the Maturity Date, interest on the unpaid balance of the principal will accrue from the Maturity Date through and including the date of final payment thereof in full at the rate of twenty percent (20%) per annum.

2. Any and all payments on account of this Note shall be applied, first to accrued and unpaid interest, then to any unpaid fees and charges due hereunder and thereafter to outstanding principal. The Maker agrees that, to the extent it makes a payment or payments and such payment or payments, or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside or are required to be repaid to a trustee, receiver, or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or payments, the obligations or part thereof hereunder intended to be satisfied shall be revived and continued in full force and effect as if said payment or payments had not been made.

3. The outstanding principal balance and all accrued interest payable to the Holder hereunder may be prepaid at any time, without penalty or premium and without the prior consent of the Holder.

4. The Company hereby covenants and agrees that so long as any of its obligations under this Note remain outstanding:

a. The Company shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect the legal existence of each of Beam Charging LLC, a New York limited liability company ("Beam Charging"), and Beam Acquisition LLC, a Nevada limited liability company ("Beam Acquisition" and, as used in this Note, "Beam" shall mean Beam Charging and Beam Acquisition, jointly and severally), and do or cause to be done, and Beam shall do, all things reasonably necessary to preserve, renew and keep in full force and effect the rights, licenses, permits, privileges, franchises, trademarks, copyrights and patents material to the conduct of Beam.

b. The Company shall or shall cause Beam to pay all of Beam's obligations, including tax liabilities, before the same shall become delinquent, except where (i) the validity or amount thereof is being contested diligently and in good faith by appropriate proceedings, (ii) Beam has set aside on its books adequate reserves with respect thereto in accordance with GAAP and no notice of any lien or encumbrance with respect thereto has been filed or recorded and (iii) the failure to make payment pending such contest could not reasonably be expected to result in a material adverse effect on Beam.

c. The Company shall keep and maintain all property material to the conduct of Beam's business in good working order and condition, ordinary wear and tear excepted.

d. The Company shall, and shall cause Beam to, conduct Beam's business in, and shall not and shall cause Beam not to, take any action other than in, the ordinary course of business consistent with past practice.

e. The Company shall keep, in all material respects, proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to Beam's business and activities. The Company shall permit or cause Beam to permit any representatives designated by the Holder to visit and inspect Beam's properties, to examine and make extracts from Beam's books and records, and to discuss Beam's affairs, finances and condition with Beam's and the Company's officers and independent accountants, all at such reasonable times during normal business hours and as often as reasonably requested. The Holder and its agents may enter upon any of the Beam's premises (prior to the occurrence of an Event of Default, upon reasonable notice) at any time during business hours and at any other reasonable time, and, from time to time, for the purpose of inspecting the Collateral (as defined in the Security Agreements) and any and all records pertaining thereto and the operation of Beam's business.

f. The Company shall cause Beam to comply with all laws, rules, regulations and orders of any governmental authority applicable to Beam or Beam's property.

g. The Company shall not, and shall cause Beam not to, change (i) the legal name of Beam, (ii) the jurisdiction of organization of Beam, (iii) the location of the chief executive office of Beam, Beam's principal place of business, any office in which Beam maintains books or records relating to Collateral owned or held by Beam or on Beam's behalf or any office or facility at which Collateral owned or held by Beam or on Beam's behalf is located (including the establishment of any such new office or facility), (iv) the identity or organizational structure of Beam, or (v) the organizational identification number or the Federal Taxpayer Identification Number of Beam. The Company shall promptly notify the Holder if any portion of the Collateral is compromised, encumbered, pledged, devalued, threatened, damaged or destroyed.

h. The Company shall cause Beam to, and Beam shall, maintain, with financially sound and reputable insurance companies, (i) adequate insurance for Beam's insurable properties, all to such extent and against such risks, including fire, casualty, business interruption and other risks insured against by extended coverage, as is customary with companies in the same or similar businesses operating in the same or similar locations, and (ii) such other insurance as is required pursuant to the terms of the Security Agreements.

i. The Company shall, and shall cause Beam to, execute any and all further documents, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, and other documents), that may be required under any applicable law, or which the Holder may reasonably request, to effectuate the transactions contemplated hereby and by the Security Agreements or to grant, preserve, protect or perfect the liens created or intended to be created hereby and by the Security Agreements or the validity or priority of any such lien, all at the expense of the Company. The Company shall provide to the Holder, from time to time upon request, evidence reasonably satisfactory to the Holder as to the perfection and priority of the liens created or intended to be created by the Security Agreements.

j. The Company shall cause Beam not to, and Beam shall not, create, incur, assume or permit to exist any new or additional Indebtedness, except for trade payables incurred in the ordinary course of business. As used herein, "Indebtedness" of Beam means, without duplication, (i) all obligations of Beam for borrowed money, (ii) all obligations of Beam evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of Beam under conditional sale or other title retention agreements relating to property acquired by Beam, (iv) all obligations of Beam in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business), (v) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by Beam, whether or not the Indebtedness secured thereby has been assumed (but only with respect to the value of the assets used to secure such Indebtedness), (vi) all guarantees by Beam of Indebtedness of others, (vii) all capital lease obligations of Beam, (viii) all obligations, contingent or otherwise, of Beam as an account party in respect of letters of credit and letters of guaranty and (ix) all obligations, contingent or otherwise, of Beam in respect of bankers' acceptances. The Indebtedness of Beam shall include the Indebtedness of any other entity (including any partnership in which Beam is a general partner) to the extent Beam is liable therefor as a result of Beam 's ownership interest in or other relationship with such entity.

k. The Company shall cause Beam not to, and Beam shall not, create, incur, assume or permit to exist any lien or encumbrance on any property or asset now owned or hereafter acquired by Beam, or assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof.

l. The Company shall not create, incur, assume or permit to exist any lien or encumbrance on any equity interest in Beam or any instrument, contract or right that is convertible into equity securities of Beam.

m. The Company shall cause Beam not to, and Beam shall not, merge into or consolidate with any other person or entity, or permit any other person or entity to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or substantially all of its assets, or all or substantially all of the equity securities of any of its subsidiaries, if any (in each case, whether now owned or hereafter acquired), or liquidate or dissolve.

n. The Company shall cause Beam not to, and Beam shall not, engage to any material extent in any business other than businesses of the type conducted by Beam on the date hereof and businesses or activities that are substantially similar, related or incidental thereto.

o. The Company shall cause Beam not to, and Beam shall not, sell, transfer, lease or otherwise dispose (including pursuant to a merger) of any asset, including any equity securities, except sales, transfers and other dispositions of inventory, used or surplus equipment and intellectual property, in each case in the ordinary course of business.

p. The Company shall cause Beam not to, and Beam shall not, make any distributions or pay any dividends whatsoever.

q. The Company shall cause Beam not to, and Beam shall not: (i) authorize, issue, or agree to issue any additional equity interest in Beam or any instrument, contract or right that is convertible into equity interests in Beam; or (ii) make any material change in its capital structure.

r. The Company shall cause Beam not to, and Beam shall not, pay or obligate itself to prepay any Indebtedness, other than Indebtedness under this Note and the other promissory notes issued by the Company on the date hereof pursuant to that certain Equity Exchange Agreement, dated as of the date hereof, a copy of which is attached hereto as Exhibit A (the "Exchange Agreement"), provided, however, that such payments are made to the holders of such notes in amounts that are proportionate to the original principal amount of such notes.

s. The Company shall cause Beam not to, and Beam shall not, in any manner, amend or otherwise modify, or waive any material provision of Beam's articles of organization, operating agreement or any other organizational document or similar document or agreement.

5. For the purposes of this Note, each of the following events will constitute an "Event of Default" under this Note:

a. The Maker fails to make payment in full of all principal and interest outstanding under this Note on the Maturity Date;

b. The Maker institutes a proceeding seeking relief as a debtor under the United States Bankruptcy Code or any state insolvency law;

c. An order is entered in a proceeding under the United States Bankruptcy Code or any state insolvency law declaring the Maker to be insolvent, or appointing a receiver or similar official for substantially all the Maker's properties, and either (i) the Maker consents to the entry of that order, or (ii) that order is not dismissed within 90 days;

d. Maker shall have failed to observe or perform any covenant, condition or agreement contained in this Note or in the Security Agreement, dated as of the date hereof, by and among the Maker, Beam Charging LLC, Holder and certain other secured parties (the "Security Agreement") or in the Pledge and Security Agreement, dated as of the date hereof, by and among the Maker, Beam Acquisition LLC, the Holder and certain other secured parties (the "Pledge Agreement"), or in that certain Escrow Agreement, dated as of the date hereof, by and among the Company, Beam Charging, Beam Acquisition, Holder and certain other parties (the "Escrow Agreement" and together with this Note, the Security Agreement, the Pledge Agreement and any and all documents and agreements executed thereunder or delivered in accordance therewith, the "Loan Documents");

e. The Company, Beam Acquisition or, with respect to the period from the date hereof, Beam Charging shall have failed to observe or perform any covenant, obligation or other agreement made by such party in the Exchange Agreement (or any document or agreement executed and/or delivered in connection therewith) or any breach of representation or warranty made by the Company, Beam Acquisition or, with respect to the period from the date hereof, Beam Charging, in the Exchange Agreement (or any document or agreement executed and/or delivered in connection therewith) shall have occurred.

f. The Company and/or Beam Charging amend, change, transfer, pledge, hypothecate, sell or encumber in any way whatsoever that certain Amendment to Promissory Notes with respect to the Secured Notes (as defined in the Exchange Agreement) or waive or breach any representation, warranty, requirement or covenant therein.

g. Any Loan Document shall cease, for any reason, to be in full force and effect (except upon indefeasible payment in full), or the Company, Beam Charging or Beam Acquisition shall so assert in writing or shall disavow any of its obligations thereunder; or

h. any lien or encumbrance purported to be created under any Loan Document shall cease to be (through no fault or action of Holder), or shall be asserted by the Company, Beam Charging or Beam Acquisition not to be, a valid and perfected lien on any Collateral (as defined in the Loan Documents), with the priority required by the applicable Loan Document.

6. At any time that an Event of Default has occurred, the entire remaining balance of the principal amount hereof, together with all accrued unpaid interest hereunder, shall be immediately due and payable, without demand, presentment, protest, notice of dishonor or other diligence of any kind, all of which are waived by the Maker.

7. Upon Default, the Holder of this Note may employ an attorney to enforce the Holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to indemnify Holder and pay, with interest at the default rate set forth in Section 1 hereto, to Holder reasonable attorneys fees, plus all other reasonable expenses incurred by the Holder in exercising any of the Holder's rights and remedies upon Default. The rights and remedies of the Holder as provided in this Note and the other Loan Documents shall be cumulative and may be pursued singly, successively, or together in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release or such rights or remedies or the right to exercise any of them at another time.

8. All parties to this Note, including Maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, any and all rights of set-off and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest or any right of set-off; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

9. This Note shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law principals.

10. The Maker acknowledges and agrees that should a proceeding under any bankruptcy or insolvency law be commenced by or against the Maker, or if any of the Collateral should become the subject of any bankruptcy or insolvency proceeding, then the Holder should be entitled to, among other relief to which the Holder may be entitled under hereunder and/or applicable law, an order from the court granting immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 to permit the Holder to exercise all of its rights and remedies pursuant to this Note and/or applicable law. THE MAKER EXPRESSLY WAIVES THE BENEFIT OF THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362. FURTHERMORE, THE MAKER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER 11 U.S.C. SECTION 362 NOR ANY OTHER SECTION OF THE BANKRUPTCY CODE OR OTHER STATUTE OR RULE (INCLUDING, WITHOUT LIMITATION, 11 U.S.C. SECTION 105) SHALL STAY, INTERDICT, CONDITION, REDUCE OR INHIBIT IN ANY WAY THE ABILITY OF THE HOLDER TO ENFORCE ANY OF ITS RIGHTS AND REMEDIES UNDER THIS NOTE AND/OR APPLICABLE LAW. The Maker hereby consents to any motion for relief from stay that may be filed by the Holder in any bankruptcy or insolvency proceeding initiated by or against the Maker and, further, agrees not to file any opposition to any motion for relief from stay filed by the Holder. The Maker represents, acknowledges and agrees that this waiver is knowingly, intelligently and voluntarily made, that neither the Holder nor any person acting on behalf of the Holder has made any representations to induce this waiver, that the Maker has been represented (or has had the opportunity to be represented) in the signing of this Note and in the making of this waiver by independent legal counsel selected by the Maker and that the Maker has discussed this waiver with counsel.

11. This Note, the Loan Documents and the other documents and agreements executed or delivered in connection therewith contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated herein and supersede all prior negotiations or agreements, written or oral. This Note shall not be modified except by written instrument executed by all parties. Any reference to this Note includes any amendments, renewals or extensions now or hereafter approved by the Holder and the Company in writing. Maker may not assign any of its rights hereunder or delegate any of its obligations hereunder without the prior written consent of Holder.

12. No recourse for the payment of any amount due under this Note, or for any claim based hereon or otherwise in respect hereof, shall be had against any member of the Maker or any incorporator, partner, shareholder, officer, member or director, as such, past, present or future, of any such member, except in accordance with the Loan Documents. Nothing contained in this Paragraph shall be construed to limit the exercise or enforcement, in accordance with the terms of this Note, of rights and remedies against the Maker in connection with the transactions contemplated hereby.

-Signature Page Follows-

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

CAR CHARGING GROUP, INC.

By: _____

Name:

Exhibit A

Equity Exchange Agreement

Exhibit 10.2

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of February 26, 2013 (this "Security Agreement") by and among BEAM CHARGING LLC, a New York limited liability company ("Beam Charging"), and Car Charging Group, Inc., a Nevada corporation ("CCGI"), on the one hand (Beam Charging and CCGI, collectively, the "Pledgor"),and each of the other parties that are signatories hereto and are listed on Schedule A hereto, on the other hand(collectively, the "Secured Parties" and, individually, each a "Secured Party").

WHEREAS, concurrently with the execution hereof, the members of Beam Charging (the "Beam Members") and CCGI have entered into an Equity Exchange Agreement (the "Exchange Agreement"), pursuant to which the Beam Members have exchanged all of their equity interests in Beam Charging with CCGI for Secured Promissory Notes in an aggregate amount of $500,000 issued by CCGI to the Beam Members and their designees (the "Notes") and 1,265,822 shares of CCGI Common Stock;

WHEREAS, the Beam Members are unwilling to enter into the transactions contemplated by the Exchange Agreement unless Pledgor agrees to secure CCGI's obligations under the Notes with a first priority security interest in all the assets of Beam Charging in favor of the Secured Parties; and

WHEREAS, in order to induce the Beam Members to enter into the transactions contemplated by the Exchange Agreement, the Pledgor has agreed to execute and deliver this Security Agreement to grant security interests in favor of the Secured Parties as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Notes. All terms defined in the Uniform Commercial Code of the State of New York (the "UCC") and used herein shall have the same definitions herein as specified therein. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of CCGI and Beam Charging to the Secured Parties, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Notes and this Security Agreement, and any other promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Security Agreement.

SECTION 2. Grant of Security Interest. The Pledgor hereby grants to the Secured Parties, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Parties the properties, assets and rights of Beam Charging, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof described in Exhibit A hereto (all of the same being hereinafter called the "Collateral").

SECTION 3. Authorization to File Financing Statements.The Pledgor hereby irrevocably authorizes the Secured Parties at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that contain any information required by Article 9 of the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Pledgor is an organization, the type of organization and any organization identification number issued to the Pledgor.

SECTION 4. Other Actions. Further, to insure the attachment, perfection and first priority of, and the ability of any of the Secured Parties to enforce, the Secured Parties' security interest in the Collateral, the Pledgor agrees, at the Pledgor's own expense, to take any action reasonably requested by any of the Secured Parties to insure the attachment, perfection and first priority of, and the ability the Secured Parties to enforce, the Secured Parties' security interest in any and all of the Collateral including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, the Pledgor's signature thereon is required therefor, (b) at the request of the Secured Parties, causing the Secured Parties' name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Parties to enforce, the Secured Parties' security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Parties to enforce, the Secured Parties' security interest in such Collateral, and (d) obtaining governmental and other third party consents, waivers, acknowledgements and approvals, including without limitation any consent of any licensor, lessor, bailee, warehouseman or other person obligated on or in possession of Collateral.

SECTION 5. Representations and Warranties Concerning Pledgor's Legal Status. The Pledgor represents and warrants to the Secured Parties as follows: (a) the Pledgor's exact legal name is as indicated on the signature page hereof; (b) the Pledgor has not, nor has any business or organization to which the Pledgor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, had or used any other names (including trade names), now or at any time during the past five (5) years; (c) the Pledgor is an organization of the type and organized in the jurisdiction set forth in the preamble hereof; (d) Beam Charging's organizational identification number is 4036704; and (e) the Pledgor's place of business, or if it has more than one place of business, its chief executive office, is located at1691 Michigan Avenue, Suite 601, Miami Beach, FL 33139.

SECTION 6. Covenants Concerning Pledgor's Legal Status. The Pledgor covenants with the Secured Parties that without the prior written consent of each of the Secured Parties, the Pledgor will not change its name, its place of business or, if more than one, chief executive office, its mailing address or organizational identification number or its type of organization, jurisdiction of organization or other legal structure.

SECTION 7. Representations and Warranties Concerning Collateral, Etc. The Pledgor further represents and warrants to the Secured Parties as follows:

(a) Beam Charging is the owner of the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Security Agreement; and

(b) The Security Agreement is effective to create in favor of the Secured Parties a legal valid and enforceable security interest in the Collateral and the proceeds thereof. When the financing statements described in Section 3 are filed, the security interest granted hereunder shall constitute, and will at all times constitute, a fully perfected first priority lien on, and security interest in, all rights, title and interest of the Pledgor in such Collateral and the proceeds thereof, as security for the Obligations.

SECTION 8. Covenants Concerning Collateral, Etc.The Pledgor further covenants with the Secured Parties as follows:

(a) Except in the ordinary course of business, the Pledgor shall not sell, offer to sell, dispose of, convey, assign or otherwise transfer, or grant any option with respect to, restrict or grant, create, permit or suffer to exist any lien on, any of the Collateral pledged by it hereunder or any interest therein;

(b) The Pledgor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Parties andshall not enter into any agreement or take any action that could reasonably be expected to restrict the transferability of the Collateral or otherwise impair or conflict with the Pledgor's Obligations or the rights of the Secured Parties hereunder;

(c) The Pledgor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, ordinary wear and tear excepted;

(d) The Pledgor shall not move the Collateral to any location except with prior written consent of the Secured Parties;

(e) Upon reasonable notice, thePledgor will permit the Secured Parties, or their designees, to inspect the Collateral at any reasonable time, wherever located;

(f) The Pledgor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with the Security Agreement;and

(g) The Pledgor will continue to operate its business in material compliance with all applicable laws.

SECTION 9. Insurance. The Pledgor will maintain with financially sound and reputable insurers insurance with respect to Beam Charging's properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. All such insurance shall be payable to the Secured Parties as loss payee under a "standard" loss payee clause. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, shall be held by the Secured Parties as cash collateral for the Obligations. The Secured Parties may, at their sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Parties may reasonably prescribe, for direct application by the Pledgor solely to the repair or replacement of the Beam Charging's property so damaged or destroyed, or the Secured Parties may apply all or any part of such proceeds to the Obligations.

SECTION 10. Collateral Protection Expenses; Preservation of Collateral.

(a) Expenses Incurred by Secured Parties. Intheir discretion, the Secured Parties may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees. CCGI agrees to reimburse the Secured Parties on demand for any and all expenditures so made. The Secured Parties shall have no obligation to Pledgor to make any such expenditures, nor shall the making thereof relieve the Pledgor of any default hereunder.

(b) Secured Parties' Obligations and Duties. Anything herein to the contrary notwithstanding, the Pledgor shall remain liable under each contract or agreement comprised in the Collateral to be observed or performed by the Pledgor thereunder. The Secured Parties shall not have any obligation or liability under any such contract or agreement by reason of or arising out of the Security Agreement or the receipt by the Secured Parties of any payment relating to any of the Collateral, nor shall the Secured Parties be obligated in any manner to perform any of the obligations of the Pledgor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Parties in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Parties or to which the Secured Parties may be entitled at any time or times. The Secured Parties' sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in their possession, under Section 9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Secured Parties deal with similar property for their own account.

SECTION 11. Securities and Deposits.The Secured Parties may at any time following and during the continuance of an Event of Default, at their option, transfer to themselves or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Secured Parties may, following and during the continuance of an Event of Default, demand, sue for, collect, or make any settlement or compromise which they deem desirable with respect to the Collateral.

SECTION 12. Power of Attorney.

(a) Appointment and Powers of Secured Parties. The Pledgor hereby irrevocably constitutes and appoints the Secured Parties and any officers or agents thereof, with full power of substitution, as their true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Pledgor or in the Secured Parties' own names, for the purpose of carrying out the terms of the Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Security Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following:

(i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Parties were the absolute owners thereof for all purposes, and to do at the CCGI's expense, at any time, or from time to time, all acts and things which the Secured Parties deem necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interest therein, in order to effect the intent of the Security Agreement, all as fully and effectively as the Pledgor might do, including, without limitation, the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(ii) to the extent that the Pledgor's authorization given in SECTION 3 is not sufficient, to file such financing statements with respect hereto, with or without the Pledgor's signature, or a photocopy of the Security Agreement in substitution for a financing statement, as the Secured Parties may deem appropriate and to execute in the Pledgor's name such financing statements and amendments thereto and continuation statements which may require the Pledgor's signature.

(b) Ratification by Pledgor. To the extent permitted by law, the Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) No Duty on Secured Parties. The powers conferred on the Secured Parties hereunder are solely to protect their interests in the Collateral and shall not impose any duty upon them to exercise any such powers. The Secured Parties shall be accountable only for the amounts that they actually receive as a result of the exercise of such powers and neither they nor any of their affiliates or agents shall be responsible to the Pledgor for any act or failure to act, except for the Secured Parties' own gross negligence or willful misconduct.

SECTION 13. Remedies. If an Event of Default shall have occurred and be continuing, the Secured Parties may, without notice to or demand upon the Pledgor, declare or deem the Security Agreement to be in default, and the Secured Parties shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Parties may, so far as the Pledgor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Parties may in their discretion require the Pledgor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of such Pledgor's principal office(s) or at such other locations as the Secured Parties may reasonably designate. TheSecured Parties shall give to the Pledgor at least five (5) business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Pledgor hereby acknowledges that five (5) business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Pledgor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Parties' rights hereunder, including, without limitation, their right following an Event of Default to take immediate possession of the Collateral and to exercise their rights with respect thereto.

SECTION 14. Standards for Exercising Remedies. To the extent that applicable law imposes duties on the Secured Parties to exercise remedies in a commercially reasonable manner, the Pledgor acknowledges and agrees that it is not commercially unreasonable for the Secured Parties (a) to fail to incur expenses reasonably deemed significant by the Secured Parties to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account Pledgors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account Pledgors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Pledgor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Parties against risks of loss, collection or disposition of Collateral or to provide to the Secured Parties a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Parties, to obtain the services of other brokers, consultants and other professionals to assist the Secured Parties in the collection or disposition of any of the Collateral. The Pledgor acknowledges that the purpose of this SECTION 14 is to provide non-exhaustive indications of what actions or omissions by the Secured Parties would not be commercially unreasonable in the Secured Parties' exercise of remedies against the Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this SECTION 14. Without limitation upon the foregoing, nothing contained in this SECTION 14 shall be construed to grant any rights to the Pledgor or to impose any duties on the Secured Parties that would not have been granted or imposed by the Security Agreement or by applicable law in the absence of this SECTION 14.

SECTION 15. No Waiver by Secured Parties, etc. The Secured Parties shall not be deemed to have waived any of their rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Parties. No delay or omission on the part of the Secured Parties in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Parties with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Parties deem expedient.

SECTION 16. Suretyship Waivers by Pledgor.The Pledgor waives demand, notice, protest, notice of acceptance of the Security Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Pledgor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Parties may deem advisable. The Secured Parties shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in SECTION 10(b). The Pledgor further waives any and all other suretyship defenses.

SECTION 17. Marshalling. The Secured Parties shall not be required to marshal any present or future collateral security (including but not limited to the Security Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Pledgor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Parties' rights under the Security Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Pledgor hereby irrevocably waives the benefits of all such laws.

SECTION 18. Proceeds of Dispositions; Expenses. CCGI shall pay to the Secured Parties on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Parties in protecting, preserving or enforcing the Secured Parties' rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Parties may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to CCGI, and CCGI shall remain liable for any deficiency in the payment of the Obligations.

SECTION 19. Governing Law; Consent to Jurisdiction.

(a) THE SECURITY AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

(b) ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING TO THE SECURITY AGREEMENT OR ANY OTHER DOCUMENT RELATED TO THE OBLIGATIONS, OR ANY OBLIGATIONS HEREUNDER AND THEREUNDER, MAY BE BROUGHT IN ANY STATE COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, NASSAU COUNTY OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE EASTERN DISTRICT OF NEW YORK, BY EXECUTING AND DELIVERING THIS SECURITY AGREEMENT, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY

(i) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;

(ii) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS;

(iii) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO IT AT ITS ADDRESS PROVIDED IN AND IN ACCORDANCE WITH THE NOTES;

(iv) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (iii) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER IT IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;

(v) AGREES THAT THE SECURED PARTIES RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST IT IN THE COURTS OF ANY OTHER JURISDICTION; AND

(vi) AGREES THAT THE PROVISIONS OF THIS SECTION 19 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK LAW OR OTHERWISE;

SECTION 20. Waiver of Jury Trial.EACH OF THE PARTIES TO THE SECURITY AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT OR ANY OF THE OTHER DOCUMENTS RELATED TO THE OBLIGATIONS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE SECURITY AGREEMENT OR THE PLEDGOR/PLEDGEE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into the Security Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 20 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE SECURITY AGREEMENT OR ANY OF THE OTHER DOCUMENTS RELATED TO THE OBLIGATIONS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOAN MADE UNDER THE NOTES. In the event of litigation, the Security Agreement may be filed as a written consent to a trial by the court.

SECTION 21. Miscellaneous. The headings of each section of the Security Agreement are for convenience only and shall not define or limit the provisions thereof. The Security Agreement and all rights and obligations hereunder shall be binding upon the Pledgor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their successors and assigns. If any term of the Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, andthe Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Pledgor acknowledges receipt of a copy of the Security Agreement.

SECTION 22. Termination of Security Interests. At such time as all of the Obligations to all of the Secured Parties shall have been indefeasibly paid in full, the Collateral shall be released from the liens created hereby, and the Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Parties and the Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Pledgor. The Pledgor agrees that if any payment made by the Pledgor and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of Collateral are required to be returned by the Secured Parties to the Pledgor, its estate, trustee, receiver or any other Person under any applicable law, then to the extent of such payment or repayment, any lien securing such Obligation shall be and remain in full force and effect as fully as if such payment had never been made or, if prior thereto the lien granted hereby shall have been released or terminated by virtue of such cancellation or surrender, such lien shall be reinstated in full force and effect.

SECTION 23. Rights and Obligations of the Secured Parties Several. The rights and obligations of the Secured Parties hereunder are several in all respects. For the avoidance of doubt, by way of example only and without limiting the foregoing, each of the Secured Parties may act alone to enforce any of the rights of the Secured Parties hereunder and all of the Secured Parties must act to duly waive any right hereunder. No Secured Party shall have any liability to any other Secured Party for any cause of action, claim, loss or liability arising hereunder. No Secured Party shall have any liability to the Pledgor for any cause of action, claim, loss or liability arising out of any action or omission of any other Secured Party.

[Signature page follows]

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

PLEDGOR:

BEAM CHARGING LLC

By: _____
Name:
Title:

CAR CHARGING GROUP, INC.

By: _____
Name:
Title:

SECURED PARTIES:

_____

_____

_____

_____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

ARDOUR CAPITAL INVESTMENTS, LLC

By: _____
Name:
Title:

SCHEDULE A
Secured Parties

EXHIBIT A
COLLATERAL DESCRIPTION

"Collateral" means, collectively, all right, title and interest in the following property:

(a) All inventory now owned or hereafter acquired by Beam Charging, wherever located;

(b) All accounts, including accounts receivable, contract rights and other rights to the payment of money, now or hereafter existing, now owned or hereafter acquired by Beam Charging, all cash and deposit accounts including deposits with banks in connection with credit card accounts;

(c) All furniture, fixtures, equipment and other tangible personal property in all of its forms, wherever located, now or hereafter existing, now owned or hereafter acquired by Beam Charging;

(d) All right, title and interest of Beam Charging as licensee under any license agreements now existing or hereafter acquired subject to the terms thereof;

(e) To the extent not otherwise included in the Collateral, all rights in, to and under policies of insurance of every kind and nature covering any Collateral, including, without limitation, claims or rights to payment and proceeds heretofore or hereafter arising therefrom with respect to the above-described types of property, whether the same are owned by the Pledgor on the date hereof or are hereafter acquired or created;

(f) To the extent not otherwise included in the Collateral, including general intangibles (as defined in the Uniform Commercial Code) including trademarks, tradenames, tax refunds, contract rights, trade secrets, licensing agreements, royalty payments, copyrights, service marks, logos, goodwill, rights of indemnification, and all other personal property, of any kind or nature of any of the Pledgor, now or hereafter existing, now owned or hereafter acquired or created;

(g) To the extent not otherwise included in the Collateral, all real property fixtures and rental income of Beam Charging, wherever located, now or hereafter existing, now owned or hereafter acquired;

(h) To the extent permitted under any leases under which Beam Charging is a tenant, all interest of Beam Charging in such leases and the proceeds of the sale thereof;

(i) All substitutions, proceeds and products of any and all of the foregoing Collateral (including leases, subleases and license agreements), proceeds from the sale thereof, cash and non-cash, and all cash collateral now owned or hereafter acquired by Beam Charging and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the payee thereof), all payment paid pursuant to settlements, judgments, or compromises entered or entered into as a result of disputes or causes of action to which Beam Charging is a party, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral;

(j) All of the above described property (a-i) whether now owned, now due, or in which Beam Charging has an interest, or hereafter, at any time in the future, acquired, arising, to become due, or in which Beam Charging obtains an interest; and

(k) All products, proceeds, and accessions of all of the above described property.

Exhibit 10.3

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of February 26, 2013 (this "Security Agreement") by and among BEAM ACQUISITION, LLC, a Nevada limited liability company ("Beam Acquisition") and Car Charging Group, Inc., a Nevada corporation ("CCGI"), on the one hand (Beam Acquisition and CCGI, collectively, the "Pledgor"),and each of the other parties that are signatories hereto and are listed on Schedule A hereto, on the other hand (collectively, the "Secured Parties" and, individually, each a "Secured Party").

WHEREAS, concurrently with the execution hereof, the members (the "Beam Members") of Beam Charging LLC, a New York limited liability company ("Beam"), and CCGI have entered into an Equity Exchange Agreement (the "Exchange Agreement"), pursuant to which the Beam Members have exchanged all of their equity interests in Beam (collectively, the "Beam Interests") with CCGI for Secured Promissory Notes in an aggregate amount of $500,000 issued by CCGI to the Beam Members and their designees (the "Notes") and 1,265,822 shares of CCGI Common Stock;

WHEREAS, CCGI has created Pledgor as a single purpose entity to hold the equity interests in Beam in accordance with the Exchange Agreement;

WHEREAS, the Beam Members are unwilling to enter into the transactions contemplated by the Exchange Agreement unless CCGI agrees to cause Beam Acquisition to secure CCGI's obligations under the Notes with a first priority security interest in all the Beam Interests; and

WHEREAS, in order to induce the Secured Parties to enter into the transactions contemplated by the Exchange Agreement, CCGI and Beam Acquisition have agreed to execute and deliver this Security Agreement to grant security interests in favor of the Secured Parties as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Notes. All terms defined in the Uniform Commercial Code of the State of New York (the "UCC") and used herein shall have the same definitions herein as specified therein. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of CCGI and Beam Acquisition to the Secured Parties, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Notes and this Security Agreement, and any other promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Security Agreement.

SECTION 2. Grant of Security Interest. The Pledgor hereby grants, pledges and assigns to the Secured Parties, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Parties the properties, assets and rights of the Pledgor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof described in Exhibit A hereto (all of the same being hereinafter called the "Collateral"). All certificates or instruments, if any, representing or evidencing the Collateral shall be delivered to and held by or on behalf of the Secured Parties pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer endorsed by Beam Acquisition in blank, or assignments in blank, all in form and substance satisfactory to the Secured Parties. Upon the occurrence of an Event of Default, the Secured Parties shall have the right, at any time, in their discretion, to transfer to or to register in the name of such Secured Parties or their nominees any or all of the Collateral. Concurrently with the execution and delivery of this Agreement, Pledgor is delivering to the Secured Parties an assignment of membership interests in blank (the "Assignment of Interest"), in the form set forth on Exhibit B hereto, for the Collateral, transferring all of the Collateral in blank, duly executed by Beam Acquisition and undated. The Secured Parties shall have the right, at any time in their discretion while an Event of Default exists and without notice (except as may be required by applicable law) to Pledgor, to transfer to, and to designate on the Assignment of Interest, any Person to whom the Collateral is sold in accordance with the provisions hereof. In addition, the Secured Parties shall have the right at any time to exchange the Assignment of Interest representing or evidencing the Collateral or any portion thereof for one or more additional or substitute Assignments of Interest representing or evidencing smaller or larger percentages of the Collateral represented or evidenced thereby, subject to the terms thereof.

SECTION 3. Authorization to File Financing Statements. The Pledgor hereby irrevocably authorizes the Secured Parties at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that contain any information required by Article 9 of the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Pledgor is an organization, the type of organization and any organization identification number issued to the Pledgor.

SECTION 4. Other Actions. Further, to insure the attachment, perfection and first priority of, and the ability of any of the Secured Parties to enforce, the Secured Parties' security interest in the Collateral, the Pledgor agrees, at the Pledgor's own expense, to take any action reasonably requested by any of the Secured Parties to insure the attachment, perfection and first priority of, and the ability the Secured Parties to enforce, the Secured Parties' security interest in any and all of the Collateral including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, the Pledgor's signature thereon is required therefor, (b) at the request of the Secured Parties, causing the Secured Parties' name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Parties to enforce, the Secured Parties' security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Parties to enforce, the Secured Parties' security interest in such Collateral, and (d) obtaining governmental and other third party consents, waivers, acknowledgements and approvals, including without limitation any consent of any licensor, lessor, bailee, warehouseman or other person obligated on or in possession of Collateral.

SECTION 5. Representations and Warranties Concerning Pledgor's Legal Status. The Pledgor represents and warrants to the Secured Parties as follows: (a) the Pledgor's exact legal name is as indicated on the signature page hereof; (b) the Pledgor has not, nor has any business or organization to which the Pledgor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, had or used any other names (including trade names), now or at any time during the past five (5) years; (c) the Pledgor is an organization of the type and organized in the jurisdiction set forth in the preamble hereof; (d) Beam Acquisition's organizational identification number is NV20121774418; and (e) the Pledgor's place of business, or if ithas more than one place of business, its chief executive office, is located at1691 Michigan Avenue, Suite 601, Miami Beach, FL 33139.

SECTION 6. Covenants Concerning Pledgor's Legal Status. The Pledgor covenants with the Secured Parties that without the prior written consent of each of the Secured Parties, the Pledgor will not change its name, its place of business or, if more than one, chief executive office, its mailing address or organizational identification number or its type of organization, jurisdiction of organization or other legal structure.

SECTION 7. Representations and Warranties Concerning Collateral, Etc.The Pledgor further represents and warrants to the Secured Parties as follows:

(a) Beam Acquisition is the owner of the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Security Agreement;and

(b) The Security Agreement is effective to create in favor of the Secured Parties a legal valid and enforceable security interest in the Collateral and the proceeds thereof. When the financing statements described in Section 3 are filed, the security interest granted hereunder shall constitute, and will at all times constitute, a fully perfected first priority lien on, and security interest in, all rights, title and interest of the Pledgor in such Collateral and the proceeds thereof, as security for the Obligations.

SECTION 8. Covenants Concerning Collateral, Etc.The Pledgor further covenants with the Secured Parties as follows:

(a) The Pledgor shall not sell, offer to sell, dispose of, convey, assign or otherwise transfer, or grant any option with respect to, restrict or grant, create, permit or suffer to exist any lien on, any of the Collateral pledged by it hereunder or any interest therein;

(b) The Pledgor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Parties andshall not enter into any agreement or take any action that could reasonably be expected to restrict the transferability of the Collateral or otherwise impair or conflict with the Pledgor's Obligations or the rights of the Secured Parties hereunder;

(c) The Pledgor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, ordinary wear and tear excepted;

(d) The Pledgor shall not move the Collateral to any location except with prior written consent of the Secured Parties;

(e) The Pledgor will permit the Secured Parties, or their designees, to inspect the Collateral at any reasonable time, wherever located;

(f) The Pledgor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with the Security Agreement;and

(g) The Pledgor will continue to operate its business in material compliance with all applicable laws.

SECTION 9. Insurance. The Pledgor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. All such insurance shall be payable to the Secured Parties as loss payee under a "standard" loss payee clause. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, shall be held by the Secured Parties as cash collateral for the Obligations. The Secured Parties may, at their sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Parties may reasonably prescribe, for direct application by the Pledgor solely to the repair or replacement of the Pledgor's property so damaged or destroyed, or the Secured Parties may apply all or any part of such proceeds to the Obligations.

SECTION 10. Collateral Protection Expenses; Preservation of Collateral.

(a) Expenses Incurred by Secured Parties. In their discretion, the Secured Parties may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees. The Pledgor agrees to reimburse the Secured Parties on demand for any and all expenditures so made. The Secured Parties shall have no obligation to Pledgor to make any such expenditures, nor shall the making thereof relieve the Pledgor of any default hereunder.

(b) Secured Parties' Obligations and Duties. Anything herein to the contrary notwithstanding, the Pledgor shall remain liable under each contract or agreement comprised in the Collateral to be observed or performed by the Pledgor thereunder. The Secured Parties shall not have any obligation or liability under any such contract or agreement by reason of or arising out of the Security Agreement or the receipt by the Secured Parties of any payment relating to any of the Collateral, nor shall the Secured Parties be obligated in any manner to perform any of the obligations of the Pledgor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Parties in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Parties or to which the Secured Parties may be entitled at any time or times. The Secured Parties' sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in their possession, under Section 9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Secured Parties deal with similar property for their own account.

SECTION 11. Securities and Deposits.The Secured Parties may at any time following and during the continuance of an Event of Default, at their option, transfer to themselves or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Secured Parties may, following and during the continuance of an Event of Default, demand, sue for, collect, or make any settlement or compromise which they deem desirable with respect to the Collateral.

SECTION 12. Power of Attorney.

(a) Appointment and Powers of Secured Parties. The Pledgor hereby irrevocably constitutes and appoints the Secured Parties and any officers or agents thereof, with full power of substitution, as their true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Pledgor or in the Secured Parties' own names, for the purpose of carrying out the terms of the Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Security Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following:

(i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Parties were the absolute owners thereof for all purposes, and to do at the Pledgor's expense, at any time, or from time to time, all acts and things which the Secured Parties deem necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interest therein, in order to effect the intent of the Security Agreement, all as fully and effectively as the Pledgor might do, including, without limitation, the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(ii) to the extent that the Pledgor's authorization given in SECTION 3 is not sufficient, to file such financing statements with respect hereto, with or without the Pledgor's signature, or a photocopy of the Security Agreement in substitution for a financing statement, as the Secured Parties may deem appropriate and to execute in the Pledgor's name such financing statements and amendments thereto and continuation statements which may require the Pledgor's signature.

(b) Ratification by Pledgor. To the extent permitted by law, the Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) No Duty on Secured Parties. The powers conferred on the Secured Parties hereunder are solely to protect their interests in the Collateral and shall not impose any duty upon them to exercise any such powers. The Secured Parties shall be accountable only for the amounts that they actually receive as a result of the exercise of such powers and neither they nor any of their affiliates or agents shall be responsible to the Pledgor for any act or failure to act, except for the Secured Parties' own gross negligence or willful misconduct.

SECTION 13. Remedies. If an Event of Default shall have occurred and be continuing, the Secured Parties may, without notice to or demand upon the Pledgor, declare or deem the Security Agreement to be in default, and the Secured Parties shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Parties may, so far as the Pledgor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Parties may in their discretion require the Pledgor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of such Pledgor's principal office(s) or at such other locations as the Secured Parties may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Parties shall give to the Pledgor at least five (5) business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Pledgor hereby acknowledges that five (5) business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Pledgor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Parties' rights hereunder, including, without limitation, their right following an Event of Default to take immediate possession of the Collateral and to exercise their rights with respect thereto.So long as an Event of Default exists, and whether or not the Secured Parties exercise any available right to declare any of the Obligations due and payable or seek or pursue any other relief or remedy available to them under applicable law or under this Agreement or the Notes, (i) all Distributions (As defined in Exhibit A hereto) on the Collateral shall be paid directly to the Secured Parties (pro rata in accordance with the principal amount due under the Notes) for application to the Obligations pursuant to the terms hereof and the Notes, (ii) if the Secured Parties shall so request in writing, Pledgor agrees to execute and deliver to the Secured Parties appropriate distribution and other orders and documents to that end and (iii) Pledgor hereby irrevocably authorizes and directs Beam, so long as an Event of Default exists, to pay all such Distributions on the Collateral directly to the Secured Parties for application to the Obligations in the order, priority and manner set forth herein and in the Notes. The foregoing authorization and instructions are irrevocable, may be relied upon by Beam and may not be modified in any manner other than by the Secured Parties sending to Beam a written notice terminating such authorization and direction.Pledgor hereby assigns to the Secured Parties all of Pledgor's rights under the Relevant Documents (as defined in Exhibit A) to vote and give approvals, consents, decisions and directions and exercise any other similar rights (the "Voting Rights") with respect to any lawful limited liability company action, in respect of Beam, the Collateral and any other matter whatsoever, subject to the terms and provisions of this Agreement. So long as an Event of Default exists hereunder or under any of the Notes, the Secured Parties shall have the right to exercise, in person or by its nominees or proxies, all Voting Rights transferred to them hereunder and the Secured Parties shall, with respect to any lawful limited liability company action, for which Voting Rights may be exercised, exercise the Voting Rights transferred to them by Pledgor in such manner as the Secured Parties in their sole discretion shall deem to be in their best interests. Pledgor shall effect the directions of the Secured Parties in connection with any such exercise in accordance with this Agreement.

SECTION 14. Standards for Exercising Remedies. To the extent that applicable law imposes duties on the Secured Parties to exercise remedies in a commercially reasonable manner, the Pledgor acknowledges and agrees that it is not commercially unreasonable for the Secured Parties (a) to fail to incur expenses reasonably deemed significant by the Secured Parties to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account Pledgors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account Pledgors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Pledgor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Parties against risks of loss, collection or disposition of Collateral or to provide to the Secured Parties a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Parties, to obtain the services of other brokers, consultants and other professionals to assist the Secured Parties in the collection or disposition of any of the Collateral. The Pledgor acknowledges that the purpose of this SECTION 14 is to provide non-exhaustive indications of what actions or omissions by the Secured Parties would not be commercially unreasonable in the Secured Parties' exercise of remedies against the Collateral and that other actions or omissions by the Secured Parties shall not be deemed commercially unreasonable solely on account of not being indicated in this SECTION 14. Without limitation upon the foregoing, nothing contained in this SECTION 14 shall be construed to grant any rights to the Pledgor or to impose any duties on the Secured Parties that would not have been granted or imposed by the Security Agreement or by applicable law in the absence of this SECTION 14.

SECTION 15. No Waiver by Secured Parties, etc. The Secured Parties shall not be deemed to have waived any of their rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Parties. No delay or omission on the part of the Secured Parties in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Parties with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Parties deem expedient.

SECTION 16. Suretyship Waivers by Pledgor.The Pledgor waives demand, notice, protest, notice of acceptance of the Security Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Pledgor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Parties may deem advisable. The Secured Parties shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in SECTION 10(b). The Pledgor further waives any and all other suretyship defenses.

SECTION 17. Marshalling. The Secured Parties shall not be required to marshal any present or future collateral security (including but not limited to the Security Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Pledgor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Parties' rights under the Security Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Pledgor hereby irrevocably waives the benefits of all such laws.

SECTION 18. Proceeds of Dispositions; Expenses. The Pledgor shall pay to the Secured Parties on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Parties in protecting, preserving or enforcing the Secured Parties' rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Parties may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to the Pledgor, and the Pledgor shall remain liable for any deficiency in the payment of the Obligations.

SECTION 19. Governing Law; Consent to Jurisdiction.

(a) THE SECURITY AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANOTHER LAW.

(b) ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING TO THE SECURITY AGREEMENT OR ANY OTHER DOCUMENT RELATED TO THE OBLIGATIONS, OR ANY OBLIGATIONS HEREUNDER AND THEREUNDER, MAY BE BROUGHT IN ANY STATE COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, NASSAU COUNTY OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE EASTERN DISTRICT OF NEW YORK, BY EXECUTING AND DELIVERING THIS SECURITY AGREEMENT, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY

(i) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;

(ii) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS;

(iii) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO IT AT ITS ADDRESS PROVIDED IN AND IN ACCORDANCE WITH THE NOTES;

(iv) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (iii) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER IT IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT;

(v) AGREES THAT THE SECURED PARTIES RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST IT IN THE COURTS OF ANY OTHER JURISDICTION; AND

(vi) AGREES THAT THE PROVISIONS OF THIS SECTION 19 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK LAW OR OTHERWISE;

SECTION 20. Waiver of Jury Trial.EACH OF THE PARTIES TO THE SECURITY AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT OR ANY OF THE OTHER DOCUMENTSRELATED TO THE OBLIGATIONS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE SECURITY AGREEMENT OR THE PLEDGOR/PLEDGEE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into the Security Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 20 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THE SECURITY AGREEMENT OR ANY OF THE OTHER DOCUMENTS RELATED TO THE OBLIGATIONS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOAN MADE UNDER THE NOTES. In the event of litigation, the Security Agreement may be filed as a written consent to a trial by the court.

SECTION 21. Miscellaneous. The headings of each section of the Security Agreement are for convenience only and shall not define or limit the provisions thereof. The Security Agreement and all rights and obligations hereunder shall be binding upon the Pledgor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their successors and assigns. If any term of the Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, andthe Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Pledgor acknowledges receipt of a copy of the Security Agreement.

SECTION 22. Termination of Security Interests. At such time as all of the Obligations to all of the Secured Parties shall have been indefeasibly paid in full, the Collateral shall be released from the liens created hereby, and the Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Parties and the Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Pledgor. The Pledgor agrees that if any payment made by the Pledgor and applied to the Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of Collateral are required to be returned by the Secured Parties to the Pledgor, its estate, trustee, receiver or any other Person under any applicable law, then to the extent of such payment or repayment, any lien securing such Obligation shall be and remain in full force and effect as fully as if such payment had never been made or, if prior thereto the lien granted hereby shall have been released or terminated by virtue of such cancellation or surrender, such lien shall be reinstated in full force and effect.

SECTION 23. Rights and Obligations of the Secured Parties Several. The rights and obligations of the Secured Parties hereunder are several in all respects. For the avoidance of doubt, by way of example only and without limiting the foregoing, each of the Secured Parties may act alone to enforce any of the rights of the Secured Parties hereunder and all of the Secured Parties must act to duly waive any right hereunder. No Secured Party shall have any liability to any other Secured Party for any cause of action, claim, loss or liability arising hereunder. No Secured Party shall have any liability to the Pledgor for any cause of action, claim, loss or liability arising out of any action or omission of any other Secured Party.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Pledge and Security Agreement to be duly executed as of the date first above written.

PLEDGOR:

BEAM ACQUISITION LLC

By: _____
Name:
Title:

CAR CHARGING GROUP, INC.

By: _____
Name:
Title:

SECURED PARTIES:

_____

_____

_____

_____

ARDOUR CAPITAL INVESTMENTS, LLC

By:_____
Name:

SCHEDULE A
Secured Parties

EXHIBIT A

COLLATERAL DESCRIPTION

"Collateral" means, collectively, all of the right, title and interest of Pledgor (whether now owned, held or hereafter acquired) in and to, and claims against, Beam Charging LLC, a New York limited liability company ("Beam") (or any successor limited liability company or other successor entity), now or at any time or times hereafter held, including, without limitation, the following:

a) All limited liability company membership interests in and to Beam, together with the certificates (if any) evidencing the same (the "Pledged Interests"),

b) all rights of Pledgor under the operating agreement of Beam, limited liability company agreement of Beam or any other agreement or instrument relating to the Pledged Interests (collectively, the "Relevant Documents");

c) the interests of Pledgor in the capital and the profits and losses of Beam, and the right to vote, if any, on limited liability company matters,

d) all Distributions made or to be made by Beam to Pledgor,

e) all present and future payments, proceeds, distributions (whether in cash or in kind), instruments, compensation, property, assets, interests and rights in connection with or relating to Beam, issued, distributed or otherwise paid from time to time in respect of or in exchange therefor (including, without limitation, all proceeds of dissolution or liquidation),

f) any and all cash flow distributed to Pledgor under the Relevant Documents, including, without limitation, the repayment of any loans made by Pledgor to Beam,

g) all books, correspondence, credit files, records, invoices and other papers (including computerized records, software and disks) relating to any of the foregoing,

h) all instruments, certificates or other evidence of the foregoing,

i) all replacements and substitutions of the foregoing, and

j) all proceeds (including claims against third parties), products and accessions of the foregoing.

As used herein "Distributions" shall meanany and all cash payments, dividends or other distributions made to Pledgor by Beam of any and every nature whatsoever (whether cash or in kind), including, without limitation, returns of invested capital, all present and future payments, proceeds, distributions, negotiable instruments, certificates, options or similar rights, compensation, cash equivalents, and any and all property or other non-cash assets which are readily convertible to cash, and any other property of whatever kind or description, whether real property or personal property, as well as any payments which constitute repayment of loans by Pledgor to Beamand any property or capital distributed in connection with the recapitalization or reclassification of capital of Beamor pursuant to the reorganization or partial or total liquidation of either thereof.

Exhibit 10.4

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Escrow Agreement"), dated as of February 26, 2013, by and among Car Charging Group, Inc., a Nevada corporation ("CCGI"), Beam Acquisition LLC, a Nevada limited liability company ("AcquisitionCo") and Beam Charging LLC, a New York limited liability company ("Beam") on the one hand (CCGI, AcquisitionCo and Beam, collectively, the "Acquiring Parties"), and Manhattan Charging LLC, a New York limited liability company ("Manhattan"), Eric L'Esperance("L'Esperance"), and Andrew Shapiro ("Shapiro" and, together with Manhattan and L'Esperance, the "Beam Members"), Ardour Capital Investments, LLC ("Ardour"), Steven R. Jacobson ("Jacobson"), William Fonfeder ("Fonfeder"), Nissan Zucker ("Zucker") and W & T Parking Corp. ("W&T" and, together with the Beam Members and Ardour, Jacobson, Fonfeder and Zucker, the "Share Recipients") on the other handand The Law Office of Samuel A. Tversky P.C. ("Tversky") and The Bernstein Law Firm ("Bernstein" each of Tversky and Bernstein an "Escrow Agent").

W I T N E S S E T H :

WHEREAS, CCGIhas acquired all of the ownership interests in Beam (the "Beam Interests")pursuant to that certain Equity Exchange Agreement, dated as of the date hereof, a copy of which is attached hereto as Exhibit A (the "Exchange Agreement") and such Beam Interests are now owned by AcquisitionCo, which was formed by CCGI as a single purpose entity that is wholly owned by CCGI; and

WHEREAS, pursuant to the Exchange Agreement, certain documents are to be deposited into escrow with the Escrow Agents and subsequently released by the Escrow Agents as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recital clauses set forth above are incorporated in and made a part of this Escrow Agreement.

2. Capitalized terms used herein and not otherwise defined shall have the meanings provided for such terms in the Exchange Agreement.

3. Concurrently with the execution hereof:

(a) Each of the Share Recipients have deposited with Bernsteina letter (in the form attached hereto as Exhibit B) to CCGI and CCGI's Transfer Agent executed by him/it authorizing the cancellation of the CCGI Shares issued to him/it in connection with the transactions contemplated by the Exchange Agreement (collectively, the "Cancellation Letters").

(b) AcquisitionCo has deposited with Tversky a fully executed assignment of all of the ownership interests in Beam in the form attached hereto as Exhibit C (collectively, the "Assignment").
(c) The Acquiring Parties have deposited with Tversky a fully executed confession of judgment in the form attached hereto as Exhibit D (the "Confession").

4. Upon the occurrence of any Event of Default (as defined in the Promissory Notes), any of the Beam Membersmay execute and deliver a notice of the occurrence of such Event of Defaultin the form attached hereto as Exhibit E (the "Default Notice") to both Escrow Agents, and, upon receipt thereof Bernstein shall promptly deliver the relevant Cancellation Letter to CCGI, and Tversky shall promptly deliver the Assignment and Confession to Manhattan (on behalf of the Beam Members). Upon receipt in accordance with this Section 3 (a) by CCGI of the Cancellation Letters, CCGI shall be permitted to deliver such Cancellation Letters to its Transfer Agent and (b) by a Beam Member of the Assignment and Confession, such Assignment shall be deemed immediately effective and such Beam Member may file such Confession in the appropriate court.

5. Upon the indefeasible payment in full of all the obligations of CCGI under the Promissory Notes, the Acquiring Parties and the Beam Members shall each execute and deliver a notice in the form attached hereto as Exhibit F (the "Satisfaction Notice") to both Escrow Agents, and, upon receipt of an executed Satisfaction Notice from each Acquiring Party and each Beam Member, Bernstein shall promptly deliver the Cancellation Letters to Manhattan (on behalf of the Beam Members) and Tversky shall promptly deliver the Assignment and Confession to CCGI (on behalf of the Acquiring Parties).

6. The Escrow Agents.

(a) Each Escrow Agent shall be entitled to rely upon, and shall be fully protected from all liability, loss, cost, damage or expense in acting or omitting to act pursuant to, any instruction, order, judgment, certification, affidavit, demand, notice, opinion, instrument or other writing delivered to it hereunder without being required to determine the authenticity of such document, the correctness of any fact stated therein, the propriety of the service thereof or the capacity, identity or authority of any party purporting to sign or deliver such document.

(b) The duties of each Escrow Agent are only as herein specifically provided, and are purely ministerial in nature. The Escrow Agents shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document in connection herewith, and shall be required to act in respect of the Cancellation Letters, the Assignmentand the Confession (collectively, the "Escrowed Documents") only as provided in this Agreement. This Agreement sets forth all the obligations of each Escrow Agent with respect to any and all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrow Agents shall be implied from the terms of this Agreement or any other agreement. The Escrow Agents shall incur no liability in connection with the discharge of their obligations under this Agreement or otherwise in connection therewith, except such liability as may arise from the willful misconduct of such Escrow Agent.

(c) Each Escrow Agent shall be entitled to reimbursement for all its reasonable out-of-pocket costs and expenses (including without limitation reasonable fees and disbursements of counsel in the event it is necessary for such Escrow Agent to hire counsel in order to perform its obligations hereunder) in connection with the preparation, negotiation, amendment, modification, waiver, execution, delivery, performance or enforcement of this Agreement.

(d) Each of the Acquiring Parties and the Share Recipients agree, jointly and severally, to indemnify, defend, protect, save and keep harmless each Escrow Agent and its affiliates and their respective successors, assigns, directors, officers, partners, managers, employees, agents, attorneys, accountants and experts (collectively the "Indemnitees"), from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses, including without limitation reasonable fees and disbursements of counsel (collectively "Losses"), that may be imposed on, incurred by, or asserted against any Indemnitee, at any time, and in any way relating to or arising out of the execution, delivery or performance of this Agreement, the enforcement of any rights or remedies under or in connection with this Agreement, the acceptance or administration of the Cancellation Letters, Assignment and/or the Confession(collectively, the "Escrow Documents") and any delivery or return thereof pursuant to this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee; provided, however, that no Indemnitee shall be entitled to be so indemnified, defended, protected, saved and kept harmless to the extent such Loss was directly caused by its own willful misconduct or bad faith, as determined by a final, non-appealable order, judgment, decree or ruling or a court of competent jurisdiction. The obligations contained in this Section 5(d) shall survive the termination of this Agreement and the resignation or removal of each Escrow Agent.

(e) No Escrow Agent shall be liable for any error of judgment or for any action taken, suffered or omitted to be taken, except in the case of its own willful misconduct or bad faith, as determined by a final, non-appealable order, judgment, decree or ruling or a court of competent jurisdiction. In no event shall an Escrow Agent be (i) liable for acting in accordance with a notice, instruction, direction, request or other communication, paper or document from any party hereto or other person or entity authorized to deliver such hereunder or (ii) liable or responsible for special, punitive, indirect, consequential or incidental loss or damages of any kind whatsoever to any person or entity (including without limitation lost profits), even if such Escrow Agent has been advised of the likelihood of such loss or damage.

(f) Each Escrow Agent shall act hereunder as an escrow agent only and shall not be responsible or liable in any matter whatsoever for the sufficiency, correctness, genuineness or validity or any of the Escrow Documents, or other property deposited with or held by it or for the identity, authority or rights of any person or entity executing and delivering or purporting to execute or deliver any thereof to such Escrow Agent.

(g) Each Escrow Agent shall be fully protected in acting upon any written notice, instruction, direction, request or other communication, paper or document which such Escrow Agent believes to be genuine, and shall have no duty to inquire into or investigate the validity, accuracy or content or any thereof.

(h) In the event that an Escrow Agent shall be uncertain as to its duties or rights hereunder, such Escrow Agent shall be entitled to refrain from taking any action other than to keep safely the Escrow Documents until it shall (i) receive written instructions signed by all of the Acquiring Parties and the Beam Members; or (ii) is directed otherwise by a court of competent jurisdiction. No Escrow Agent shall be liable for failure to act if in reasonable doubt as to its duties under this Agreement.

(i) Each Escrow Agent may consult with and obtain advice from counsel and shall be fully protected in taking or omitting to take any action in reliance on said advice. Each of the Acquiring Parties and the Share Recipients understands and acknowledges that Bernstein may have served and may continue to serve as counsel to the CCGI and AcqusitionCo and Tversky may have served and may continue to serve as counsel to the Beam Members, and, each of the Acquiring Parties and the Share Recipients individually and collectively, acknowledge such disclosure has been made to them and waive any and all actual or potential conflicts of interest that exist or may arise as a result thereof. In the event of any claimed or threatened conflict of interest the obligations of each Escrow Agent shall be solely, at such Escrow Agent's sole discretion to deliver the Escrow Documents held by such Escrow Agent to the other Escrow Agent or to a successor Escrow Agent designated by the party hereto that deposited such Escrow Documents with such Escrow Agent, so long as such successor Escrow Agent agrees to be bound to terms similar to that of the Escrow Agent hereunder.

(j) No Escrow Agent shall have any duties, responsibilities or obligations as an Escrow Agent except those which are expressly set forth herein, and in any modification or amendment hereof to which such Escrow Agent has consented in writing, and no duties, responsibilities or obligations shall be implied or inferred. Without limiting the foregoing, no Escrow Agent shall be subject to, nor be required to comply with, or determine if any person or entity has complied with, any other agreement between or among the parties hereto, even though reference thereto may be made in this Agreement, or to comply with any notice, instruction, direction, request or other communication, paper or document other than as expressly set forth in this Agreement.

(k) No Escrow Agent shall be obligated to expend or risk its own funds or to take any action which it believes would expose it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it.

(l) No Escrow Agent shall incur any liability for not performing any act, duty, obligation or responsibility by reason of any occurrence beyond the control of such Escrow Agent (including without limitation any act or provision of any present or future law or regulation or governmental authority, any act of God, war, civil disorder or failure of any means of communication).

(m) Each Escrow Agent shall have the right at any time to resign hereunder by giving written notice of its resignation to the Acquiring Parties and the Beam Members, at the addresses set forth herein or at such other addresses as the parties shall provide in writing, at least two (2) business days prior to the date specified for such resignation to take effect. In such event, CCGI and Manhattan shall appoint a successor escrow agent within said two (2) business days. If CCGI and Manhattan do not designate a successor escrow agent within such period, such Escrow Agent may appoint a successor escrow agent. Upon the effective date of such resignation, the Escrow Documents held by such Escrow Agent shall be delivered by it to such successor escrow agent. In the event a successor escrow agent has not been appointed within two (2) Business days, the Escrow Documents held by the Escrow Agent shall be delivered to and deposited with a court of competent jurisdiction to act as successor escrow agent. Upon the delivery of the Escrow Documents to a successor escrow agent pursuant to this Section 5(m) such Escrow Agent shall be relieved of all liability hereunder.

(n) Each Escrow Agent may be removed by mutual agreement of the Acquiring Parties and the Beam Members upon written notice to such Escrow Agent stating such removal and designating a successor escrow agent and, upon delivery of the Escrow Documents held by such Escrow Agent to such successor escrow agent, such Escrow Agent shall be relieved of all liability hereunder.

(o) In the event that an Escrow Agent should at any time be confronted with inconsistent or conflicting claims or demands by the parties hereto, such Escrow Agent shall have the right to interplead said parties in any court of competent jurisdiction and request that such court determine the respective rights of such parties with respect to this Agreement and, upon doing so, such Escrow Agent shall be released from any obligations or liability hereunder or to either party as a consequence of any such claims or demands.

(p) Each Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder, either directly or by or through its agents, attorneys, accountants or other experts.

(q) No Escrow Agent shall be responsible for, nor shall such Escrow Agent be under a duty to examine, inquire into or pass upon the validity, binding effect, execution or sufficiency of this Agreement or of any amendment or supplement hereto.

(r) Notwithstanding anything in this Agreement to the contrary, if at any time an Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects such Escrow Agent, or the Escrow Documents (including without limitation orders of attachment or injunctions), such Escrow Agent is authorized to comply therewith in any manner it deems appropriate, and shall be fully protected from doing so even if such order, judgment, decree, writ or process may be subsequently amended, modified, vacated or otherwise determined to be invalid or without legal force or effect.

7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, shall give to anyone, other than the parties hereto and their respective permitted successors and assigns, any benefit, or any legal or equitable right, remedy or claim, under or in respect of this Agreement or the escrow contemplated hereby.

8. All notices or other Communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, five days after the date of mailing, as follows:

If to the Acquiring Parties:

Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601
Miami Beach, Florida 33139
Attn: Michael D. Farkas, CEO

If to the Share Recipients: To their respective addresses set forth on Schedule 1.1 to the Exchange Agreement

With a copy to: Samuel A.Tversky, Esq.
2294Nostrand Avenue, Ste. 1016
Brooklyn, New York 11210
Facsimile No. (212) 221-9619

If to Bernstein
Attn: Michael I. Bernstein, Esq.

The Bernstein Law Firm
1688 Meridian Avenue, Suite 418
Miami Beach, Florida 33139
Facsimile No. (305) 672-4572

If to Tversky:
2294 Nostrand Avenue, Ste. 1016
Brooklyn, New York 11210
Facsimile No. (212) 221-9619

Samuel A.Tversky, Esq.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. 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 New York, Nassau County, and/or the United States District Court for the Eastern District of New York, 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.

11. This Agreement may be executed in two or more separate counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

-Remainder of Page Intentionally Left Blank-
Signature Pages Follow

[SIGNATURE PAGE TO ESCROW AGREEMENT]IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first written above.

CAR CHARGING GROUP, INC.

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

BEAM ACQUISITION LLC

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

BEAM CHARGING, LLC

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

MANHATTAN CHARGING LLC

By: /s/ Joseph Turquie
Joseph Turquie
Member

By: /s/ Brian Valenza
Brian Valenza
Member

/s/ Eric L'Esperance
Eric L'Esperance

/s/ Andrew Shapiro
Andrew Shapiro

/s/ Steven R. Jacobson
Steven R. Jacobson

ARDOUR CAPITAL INVESTMENTS, LLC

By: /s/ Kerry J. Dukes
Name: Kerry J. Dukes
Title: Managing Partner

/s/ Wiliam Fonfeder
William Fonfeder

/s/ Nissan Zuker
Nissan Zucker

W & T PARKING CORP.

By:_____
Name:
Title:

ESCROW AGENTS:

THE LAW OFFICE OF SAMUEL A. TVERSKY P.C.

By: /s/ Samuel A. Tversky
Samuel A. Tversky
President

THE BERNSTEIN LAW FIRM

By: /s/ Michael I. Bernstein
Michael I. Bernstein
President

Exhibit A
Equity Exchange Agreement

Exhibit B
Cancellation Letters

Exhibit C
Assignment

Exhibit D
Confession

Exhibit E
Default Notice

Exhibit F
Satisfaction Notice

Exhibit 10.5

February __, 2013

Worldwide Stock Transfer, LLC
433 Hackensack Ave, Level L
Hackensack, NJ 07601

Re: Authorization to Cancel Shares of Car Charging Group, Inc.

To Whom It May Concern:

Enclosed herewith, please find Stock Certificate No. ___, representing _____shares of common stock in Car Charging Group, Inc. with medallion signature guarantee for immediate cancellation.

In the event such Certificate is not enclosed herewith and you do not receive such certificate within 2 business days of receipt of this letter, please accept the attached affidavit in its place.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

_____
Name:
Address:
Telephone Number:

cc: Michael D. Farkas, Car Charging Group, Inc.

*This document shall be held in escrow and destroyed upon payment in full of the Note.

AFFIDAVIT OF LOST, DESTROYED OR MUTILATED CERTIFICATE

The undersigned, being duly sworn, deposes and says:

1. I, _____, am the true, lawful, present and sole owner of Car Charging Group, Inc. Stock Certificate No. _____, issued on February ___, 2013 in the amount of _____ shares of common stock, par value $.001 per share (the "Certificate");

2. That the Certificate was not endorsed;

3. That neither the Certificate nor the rights of the undersigned have in whole or in part been sold, assigned, hypothecated, pledged or otherwise transferred;

4. That the undersigned had made a diligent search for the Certificate, has not found the Certificate and believes that the Certificate is lost;

5. That the undersigned hereby agrees to immediately surrender to Car Charging Group, Inc. (the "Company") the lost Certificate should it hereafter come into the undersigned's possession or control;

6. That this affidavit is made to direct and authorize the Company and its transfer agent to cancel the Certificate and record the cancellation of the shares evidenced in the Certificate from its records; and

7. That Manhattan Charging LLC hereby indemnifies and holds the Company and its transfer agent harmless form any and all loss, claims, damage, counsel fees and costs incurred, or to be incurred, by reason of the loss of the Certificate or by reason of future presentment of such lost Certificate to the Company or its transfer agent, for transfer.

I hereby state that the above statements are true to the best of my knowledge, information and belief.

Dated this _____ day of February, 2013.

_____

STATE OF _____)
)
COUNTY OF_____)

Subscribed and sworn to before me this _____ day of February, 2013.

_____
Notary Public in and the State of _____

*This document shall be held in escrow and destroyed upon payment in full of the Note.

Exhibit 10.6

ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTERESTS

THIS ASSIGNMENT AND TRANSFER OF MEMBERSHIP INTERESTS (the "Assignment"), dated this ___ day of February, 2013, is made by and between Beam Acquisition LLC ("Assignee"), a wholly owned subsidiary of Car Charging Group, Inc. ("CCGI"), and, Manhattan Charging LLC ("Assignor"), as an owner of membership interests in Beam Charging, LLC ("Beam").

RECITALS

WHEREAS, pursuant to the terms and conditions of the Equity Exchange Agreement (the "Agreement") between Assignor, all other owners of membership interests in Beam (collectively, the "Beam Members"), CCGI, Assignee, and Beam, dated of even date herewith, Assignor desires to sell, transfer and assign all of its membership units in Beam (the "Beam Interests") to Assignee for the consideration described below; and,

WHEREAS, Assignee desires to purchase and receive all of Assignor's membership units in Beam in accordance with the terms of the Agreement and this Assignment.

NOW THEREFORE, in consideration of the above recitals and of the respective covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

ASSIGNMENT

1. **Assignment**. In accordance with and subject to the terms and conditions of the Agreement, Assignor hereby sells, transfers and assigns all of its membership units in Beam to Assignee in exchange for the consideration set forth in the Agreement.

2. **Beam Consent**. Beam does hereby consent to the transfer of the Beam Interests from Assignor to Assignee; and agrees to cause such transfer to be reflected on the books and records of the company.

3. **Miscellaneous**.

(a) This Assignment, and the other documents required pursuant to the Agreement, represent the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements with respect thereto, whether written or oral.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard, however, to such jurisdiction's principles of conflict of laws.

(c) This Agreement may be executed in counterpart originals, each of which shall be an original, but all of which shall constitute only one agreement. A facsimile or scanned signature of any party will be binding on that party.

[Signature Page Follows]

IN WITNESS HEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNEE:
BEAM ACQUISITON LLC

By: /s/ Michael D. Farkas
Name: Michael D. Farkas, on behalf of Managing Member Car Charging Inc.
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

ASSIGNOR
MANHATTAN CHARGING LLC

By: /s/ Joseph Turquie
Name: Joseph Turquie
Title: Managing Member
FEIN: _____

Exhibit 10.7

ASSIGNMENT OF PROMISSORY NOTE

FOR VALUE RECEIVED, including the payment of $153,341.78 concurrently herewith by wire transfer of immediately available funds to the account set forth on Exhibit A hereto, _____ ("Assignor"), does hereby assign and transfer to Car Charging Group, Inc. ("Assignee") each of those two certain secured promissory notes (copies of which are attached hereto as Exhibits A and B, respectively) executed by Beam Charging LLC, a New York limited liability company ("Beam") totaling the aggregate principal amount of One Hundred Thirty Thousand and No/100 Dollars ($130,000) (the "Secured Notes").

Assignor represents and warrants that, immediately prior to the assignment and transfer consummated hereby, it was the record and beneficial owner of the Secured Notes and the Assignor owned the Secured Notes, free of any claim, lien, security interest or encumbrance of any nature or kind and, as such, had the exclusive right and full power to assign and transfer the Secured Notes free of any such claim, lien, security interest or encumbrance.

The Assignee acknowledges that after due investigation it has satisfied itself as to validity of the promissory notes and the obligations pursuant to the promissory notes. The Assignee agrees to hold the Assignor harmless form any and all claims that may arise after the date hereof against the Assignor or the Assignee with respect to the obligations pursuant to said promissory notes. Assignor shall, within seven days after the effectiveness hereof, deliver the original Secured Notes (to the extent such are in existence) to the Assignee.

This assignment and any dispute arising hereunder relating to its execution and its validity, shall be governed or interpreted according to the laws of the State of New York. Any proceeding or action must be commenced in Nassau County, New York. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts.

[Signature Page Attached]

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of February ___, 2013.

ASSIGNOR:

_____

ASSIGNEE:

CAR CHARGING GROUP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
Wire Transfer Instructions

Exhibit 10.8

AMENDMENT TO PROMISSORY NOTES

This Amendment to Promissory Notes (this "Amendment") is entered into as of February ___, 2013 by and between Car Charging Group, Inc (the "Lender") and Beam Charging LLC (the "Borrower").

A. On December 22, 2011 and May 17, 2012, Borrower issued to _____(the "Original Lender") two (2) secured promissory notes (the "Notes") in the original principal amounts of $100,000 and$30,000, respectively.

B. In connection therewith, certain members of Borrower granted security interests in the Notes by pledging their membership interests in Borrower.

C. Simultaneously with the execution of this Amendment, Lender has purchased the Notes from the Original Lender.

Lender and Borrower hereby agree to amend the Notes as follows:

1. The parties acknowledge that all interest payable under the Notes has been paid to the Original Lender through the date hereof.

2. The Maturity Date of the Notes shall be extended until the third anniversary of this Amendment.

3. The interest rate payable under the Notes shall be eight percent (8%).

4. The parties acknowledge and agree that the defined term "Lender" in each of the Notes shall hereafter be deemed to refer to Car Charging Group, Inc.

5. The Notes shall be solely secured in accordance with the following provisions:

Security Interest. Borrower hereby assigns, pledges, transfers and grants to Lender a lien on and continuing security interest in all of the Borrower's assets listed on Exhibit A hereto (collectively hereinafter referred to as the "Collateral"). Borrower shall execute such documents as may be reasonably required by Lender to perfect its security interest in the Collateral (including, without limitation, a financing statement and security agreement). This Note shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of all amounts due hereunder, (b) be binding upon Borrower and its successors and assigns and (c) inure to the benefit of the Lender and its successors, transferees and assigns. Upon the occurrence of an Event of Default, Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of New York. Upon the payment in full of amounts due hereunder, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Borrower. Upon any such termination, the Lender will execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination. Notwithstanding anything to the contrary, Borrower hereby pledges to the Lender, and creates in the Lender for its benefit, a security interest for such time until all of the obligations are paid in full, in and to all of the property and assets of the Borrower including but not limited to all of the property and assets as set forth in Exhibit A attached hereto, whether presently owned or existing or hereafter acquired or coming into existence, and all additions and accessions thereto and all substitutions and replacements thereof.

Waiver of Automatic Stay. The Borrower acknowledges and agrees that should a proceeding under any bankruptcy or insolvency law be commenced by or against the Borrower, or if any of the Collateral should become the subject of any bankruptcy or insolvency proceeding, then the Lender should be entitled to, among other relief to which the Lender may be entitled under hereunder and/or applicable law, an order from the court granting immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 to permit the Lender to exercise all of its rights and remedies pursuant to this Note and/or applicable law. THE BORROWER EXPRESSLY WAIVES THE BENEFIT OF THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362. FURTHERMORE, THE BORROWER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER 11 U.S.C. SECTION 362 NOR ANY OTHER SECTION OF THE BANKRUPTCY CODE OR OTHER STATUTE OR RULE (INCLUDING, WITHOUT LIMITATION, 11 U.S.C. SECTION 105) SHALL STAY, INTERDICT, CONDITION, REDUCE OR INHIBIT IN ANY WAY THE ABILITY OF THE LENDER TO ENFORCE ANY OF ITS RIGHTS AND REMEDIES UNDER THIS NOTE AND/OR APPLICABLE LAW. The Borrower hereby consents to any motion for relief from stay that may be filed by the Lender in any bankruptcy or insolvency proceeding initiated by or against the Borrower and, further, agrees not to file any opposition to any motion for relief from stay filed by the Lender. The Borrower represents, acknowledges and agrees that this waiver is knowingly, intelligently and voluntarily made, that neither the Lender nor any person acting on behalf of the Lender has made any representations to induce this waiver, that the Borrower has been represented (or has had the opportunity to he represented) in the signing of this Note and in the making of this waiver by independent legal counsel selected by the Borrower and that the Borrower has discussed this waiver with counsel.

Any and all references to assignments of membership interests, security interests and/or guarantees in the Notes are hereby irrevocably cancelled, deleted, fully released, fully discharged and replaced in their entirety by the foregoing. Any and all references to Joseph Turquie, Eric L'Esperance, Brian Valenza and Manhattan Charging LLC in the Notes are hereby irrevocably removed from the Notes and any representations, warranties, covenants, assignment of membership interests, security interests and guarantees made by such parties are hereby irrevocably cancelled, deleted, fully released, fully discharged, of no further force and effect whatsoever and shall be deemed to have never been in force or effect.

6. Reference is made to that certain Equity Exchange Agreement dated as of the date hereof, by and among the Lender, the Borrower, Beam Acquisition LLC and the Members of the Borrower (the "Exchange Agreement"). Each of Joseph Turquie, Eric L'Esperance, Brian Valenza, Andrew Shapiro and Manhattan Charging LLC are intended beneficiaries of this Amendment and, accordingly, this Amendment and the Notes may not be further amended, transferred, pledged, hypothecated, sold or encumbered in any way whatsoever, nor may the terms of the Notes or this Amendment be changed in any way whatsoever, except with the prior written consent of each such party until such time as the Promissory Notes (as defined in the Exchange Agreement) have been fully and indefeasibly paid in full. The Lender hereby agrees that all of its security interests hereunder and under the Note and any and all other security interests that it may have against the Borrower shall be fully and unconditionally subordinated to the security interests granted by the Borrower pursuant to the Security Agreement (as defined in the Exchange Agreement). Until such time as each of the Promissory Notes has been fully and indefeasibly paid in full, CCGI may not avail itself of any remedy with respect to the security interest granted by Borrower hereunder nor may the Lender accept any prepayment of any amounts due hereunder. Each of Joseph Turquie, Eric L'Esperance, Brian Valenza, Andrew Shapiro and Manhattan Charging LLC would not execute the Exchange Agreement and would not consummate the transactions contemplated thereby but for the Lender's and Borrower's agreement to be bound by the terms of this paragraph 6, and Lender and Borrower hereby acknowledge and agree that each of Joseph Turquie, Eric L'Esperance, Brian Valenza, Andrew Shapiro and Manhattan Charging LLC is fully permitted and entitled to rely on and fully enforce Borrower's and Lender's obligations hereunder.

7. Except as amended by this Amendment, the Notes shall remain in full force and effect, enforceable in accordance with their respective terms.

The parties have executed this Amendment as of the date first written above.

LENDER Car Charging Group, Inc.	BORROWER Beam Charging, LLC
By: _____ Name: Title:	By: _____ Name: Title:

Exhibit A

DEFINITION OF COLLATERAL

For the purpose of securing prompt and complete payment and performance by the Borrower (hereinafter the "Company") of all of the obligations under the Notes, the Company unconditionally and irrevocably hereby grants to the Lender (hereinafter the "Secured Party") a security interest in and to, and lien upon, the following pledged property of the Company:

(a) all cash, negotiable instruments, escrow funds, bank accounts, assets of all subsidiaries, shares of stocks of all subsidiaries, contract rights, prepaid expenses and claims;

(b) all goods of the Company, including, without limitation, machinery, equipment, computer, furniture, furnishings, fixtures, signs, lights, tools, parts, supplies and motor vehicles of every kind and description, now or hereafter owned by the Company or in which the Company may have or may hereafter acquire any interest, and all replacements, additions, accessions, substitutions and proceeds thereof, arising from the sale or disposition thereof, and where applicable, the proceeds of insurance and of any tort claims involving any of the foregoing;

(c) all inventory of the Company, including, but not limited to, all goods, wares, merchandise, parts, supplies, finished products, other tangible personal property, including such inventory as is temporarily out of Company's custody or possession and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing;

(d) all contract rights and general intangibles of the Company, including, without limitation, goodwill, trademarks, trade styles, trade names, leasehold interests, partnership or joint venture interests, patents and patent applications, copyrights, deposit accounts, client license agreements and property access agreements and governmental grant agreements, whether now owned or hereafter created;

(e) all documents, warehouse receipts, instruments and chattel paper of the Company whether now owned or hereafter created, including without limitation all files, records, books of account, business papers and computer programs;

(f) all accounts and other receivables, instruments or other forms of obligations and rights to payment of the Company (herein collectively referred to as "Accounts"), together with the proceeds thereof, all goods represented by such Accounts and all such goods that may be returned by the Company's customers, and all proceeds of any insurance thereon, and all guarantees, securities and liens which the Company may hold for the payment of any such Accounts including, without limitation, all rights of stoppage in transit, replevin and reclamation and as an unpaid vendor and/or lienor, all of which the Company represents and warrants will be bona fide and existing obligations of its respective customers, arising out of the sale of goods by the Company in the ordinary course of business;

(g) to the extent assignable, all of the Company's rights under all present and future authorizations, permits, licenses and franchises issued or granted in connection with the operations of any of its facilities; and

(h) all products and proceeds (including, without limitation, insurance proceeds) from the above-described pledged property.

SUBSCRIPTION AGREEMENT
_____ __, 2013

This SUBSCRIPTION AGREEMENT ("**Agreement**") is made by and among CAR CHARGING GROUP, INC., a corporation organized under the laws of Nevada (the "**Company**") and each of the Persons listed on Schedule I hereto (collectively, the "**Investors**," and individually an "**Investor**"). Each of the Company and Investors are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, the Company and each Investor is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), Rule 506 of Regulation D promulgated by the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Act ("**Regulation D**") and Regulation S promulgated by the SEC under the Securities Act ("**Regulation S**");

WHEREAS, each Investor wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, (i) the aggregate number of shares of common stock, $0.001 par value per share, of the Company (the "**Common Stock**") as set forth opposite such Investor's name in column (3) on Schedule I at a per share purchase price of $0.50 per share (the "**Shares**"), and (ii) a three year warrant to additionally acquire up to that number of additional shares of Common Stock set forth opposite such Investor's name in column (4) on Schedule I at an exercise price of $2.25 per share, in the form attached hereto as Exhibit B (the "**Warrant**") (as exercised, collectively, the "**Warrant Shares**"); and

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"**8-K Filing**" has the meaning set forth in Section 5.3.

"**Accredited Investor**" has the meaning set forth in Rule 501 under the Securities Act.

"**Action**" means any action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility.

"**Affiliate**" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act.

"**Agreement**" has the meaning set forth in the preamble.

"**Business Day**" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in New York, New York are required or authorized to be closed.

"**Closing**" has the meaning set forth in Section 2.3.

"**Closing Date**" has the meaning set forth in Section 2.3.

"**Common Stock**" has the meaning set forth in the recitals.

"**Company**" has the meaning set forth in the preamble.

"**Company Disclosure Schedule**" has the meaning set forth in Article IV.

"**Company Organizational Documents**" means the Certificate of Incorporation and Bylaws of the Company and any other organizational documents of the Company and any of its Subsidiaries, each as amended.

"**Contract**" means any written or oral contract, lease, license, indenture, note, bond, agreement, arrangement, understanding, permit, concession, franchise or other instrument.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the SEC thereunder, all as the same will then be in effect.

"**GAAP**" means, with respect to any Person, generally accepted accounting principles in the U.S. applied on a consistent basis with such Person's past practices.

"**Governmental Authority**" means any domestic or foreign, federal or national, state or provincial, municipal or local government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, political subdivision, commission, court, tribunal, official, arbitrator or arbitral body.

"**Indebtedness**" means without duplication, (a) all indebtedness or other obligation of the Person for borrowed money, whether current, short-term, or long-term, secured or unsecured, (b) all indebtedness of the Person for the deferred purchase price for purchases of property outside the Ordinary Course of Business, (c) all lease obligations of the Person under leases which are capital leases in accordance with GAAP, (d) any off-balance sheet financing of the Person including synthetic leases and project financing, (e) any payment obligations of the Person in respect of banker's acceptances or letters of credit (other than stand-by letters of credit in support of ordinary course trade payables), (f) any liability of the Person with respect to interest rate swaps, collars, caps and similar hedging obligations, (g) any liability of the Person under deferred compensation plans, phantom stock plans, severance or bonus plans, or similar arrangements made payable as a result of the transactions contemplated herein, (h) any indebtedness referred to in clauses (a) through (g) above of any other Person which is either guaranteed by, or secured by a security interest upon any property owned by, the Person and (i) accrued and unpaid interest of, and prepayment premiums, penalties or similar contractual charges arising as result of the discharge at Closing of, any such foregoing obligation.

"**Indemnified Liabilities**" has the meaning set forth in Section 7.2.

"**Indemnitees**" has the meaning set forth in Section 7.2.

"**Intellectual Property**" means all industrial and intellectual property, including, without limitation, all U.S. and non-U.S. patents, patent applications, patent rights, trademarks, trademark applications, common law trademarks, Internet domain names, trade names, service marks, service mark applications, common law service marks, and the goodwill associated therewith, copyrights, in both published and unpublished works, whether registered or unregistered, copyright applications, franchises, licenses, know-how, trade secrets, technical data, designs, customer lists, confidential and proprietary information, processes and formulae, all computer software programs or applications, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

"**Investor**" and "**Investors**" have the respective meanings set forth in the preamble.

"**Investor Questionnaires**" means the investor questionnaires completed by the Investors substantially in form attached hereto as Exhibit A, and each of the foregoing, is individually referred to herein as an "**Investor Questionnaire**."

"**Knowledge**" shall mean, except as otherwise explicitly provided herein, actual knowledge after reasonable investigation. The Company shall be deemed to have "Knowledge" of a matter if any of its officers or directors has Knowledge of such matter. Phrases such as "to the Knowledge of the Company" or the "Company's Knowledge" shall be construed accordingly.

"**Laws**" means, with respect to any Person, any U.S. or non-U.S., federal, national, state, provincial, local, municipal, international, multinational or other Law (including common law), constitution, statute, code, ordinance, rule, regulation or treaty applicable to such Person.

"**License**" means any security clearance, permit, license, variance, franchise, order, approval, consent, certificate, registration or other authorization of any Governmental Authority, judicial authority or regulatory body, and other similar rights.

"**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by Law.

"**Material Adverse Effect**" means, with respect to any Person, a material adverse effect on the business, financial condition, operations, results of operations, assets, customer, supplier or employee relations or future prospects of such Person.

"**Order**" means any order, judgment, ruling, injunction, assessment, award, decree or writ of any Governmental Authority or regulatory body.

"**Ordinary Course of Business**" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"**Party**" and "**Parties**" have the meanings set forth in the preamble.

"**Person**" means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities, governments, agencies and political subdivisions.

"**Principal Market**" means the OTCQB.

"**Purchase Price**" has the meaning set forth in Section 2.2.

"**Regulation D**" has the meaning set forth in the recitals.

"**Regulation S**" has the meaning set forth in the recitals.

"**Regulation SHO**" has the meaning set forth in Section 3.7(d).

"**Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration.

"**SEC**" has the meaning set forth in the recitals.

"**SEC Reports**" has the meaning set forth in Section 4.9.

"**Securities**" means the Shares, the Warrants and the Warrant Shares.

"**Securities Act**" has the meaning set forth in the recitals.

"**Shares**" has the meaning set forth in the recitals.

"**Short Sales**" has the meaning set forth in Section 3.7(d).

"**Subsidiaries**" means any Person in which the Company, directly or indirectly, (a) owns any of the outstanding capital stock or holds any equity or similar interest of such Person or (b) controls or operates all or any part of the business, operations or administration of such Person, and each of the foregoing, is individually referred to herein as a "**Subsidiary**."

"**Transaction Documents**" means, collectively, this Agreement, the Warrant and the Investor Questionnaires and all agreements, certificates, instruments and other documents to be executed and delivered in connection with the transactions contemplated by this Agreement.

"**U.S.**" means the United States of America.

"**U.S. Person**" has the meaning set forth in Regulation S under the Securities Act.

"**Warrant Shares**" has the meaning set forth in the recitals.

"**Warrant**" has the meaning set forth in the recitals.

ARTICLE II
PURCHASE AND SALE OF THE SHARES AND WARRANTS; CLOSING

Section 2.1 Purchase and Sale of the Shares and Warrants. At the Closing, the Company shall issue and sell to each Investor, and each Investor severally, but not jointly, shall purchase from the Company on the Closing Date, such aggregate number of Shares as is set forth opposite such Investor's name in column (3) on Schedule I along with (i) Warrants to additionally acquire up to that aggregate number of Warrant Shares as is set forth opposite such Investor's name in column (4) on Schedule I.

Section 2.2 Purchase Price; Form of Payment. The aggregate purchase price for the Shares and the Warrants to be purchased by each Investor (the "**Purchase Price**") shall be the amount set forth opposite such Investor's name in column (2) on Schedule I. On the Closing Date: (i) each Investor shall pay its respective Purchase Price to the Company for the Shares and the Warrants to be issued and sold to such Investor at the Closing, by wire transfer of immediately available funds in accordance with the Company's written wire instructions; and (ii) the Company shall deliver to each Investor one or more certificates representing such aggregate number of Common Shares as is set forth opposite such Investor's name in column (3) of Schedule I, and a Warrant pursuant to which such Investor shall have the right to acquire up to such number of Warrant Shares as is set forth opposite such Investor's name in column (4) of Schedule I, in all cases, duly executed on behalf of the Company and registered in the name of such Investor or its designee.

Section 2.3 Most Favored Nations Provision. Other than in connection with Excepted Issuances, if for a period of twelve (12) months following the date of this Agreement, 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 Investors, then the Company shall issue, for each such occasion, additional shares of Common Stock to the Investors respecting those Securities that are then still owned by the Investors 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. This provision shall expire upon the sooner of twelve (12) months from the date of this Agreement, or upon the Company raising at least Three Million Dollars ($3,000,000) in additional equity capital. The per share Purchase Price of the Securities shall be calculated separately for each of the Investors. The delivery to each Investor of the additional shares of Common Stock shall be not later than ten (10) days following the closing date of the transaction giving rise to the requirement to issue 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 Investor set forth in this Section are in addition to any other rights the Investor has pursuant to this Agreement, any Transaction Document, and any other agreement referred to or entered into in connection herewith or to which Investor and Company are parties.

For the purpose of this Agreement, the term "**Excepted Issuance**" includes: (i) issuances of Common Stock or options to employees, consultants, officers or directors of the Company pursuant to any stock or option plan duly adopted 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, consultants, officers or directors pursuant to compensation arrangements approved by the Company's Board of Directors.

Section 2.3 Closing. Upon the terms and subject to the conditions of this Agreement, the transactions contemplated by this Agreement shall take place at a closing (the "**Closing**") to be held at the offices of Anslow & Jaclin LLP located at 195 Route 9 South, Manalapan, NJ 07726, at a time and date to be specified by the Parties, which shall be no later than the second (2nd) Business Day following the satisfaction or, if permitted pursuant hereto, waiver of the conditions set forth in Article VI, or at such other location, date and time as Investors and the Company shall mutually agree. The date and time of the Closing is referred to herein as the "**Closing Date**."

ARTICLE III
REPRESENTATIONS OF THE INVESTORS

The Investors severally, and not jointly, hereby represent and warrant to the Company that the statements contained in this Article III are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article III) (except where another date or period of time is specifically stated herein for a representation or warranty).

Section 3.1 Authority. Such Investor has all requisite authority and power to enter into and deliver this Agreement and any of the other Transaction Documents to which such Investor is a party, and any other certificate, agreement, document or instrument to be executed and delivered by such Investor in connection with the transactions contemplated hereby and thereby and to perform such Investor's obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Documents to which such Investor is a party will be, duly and validly authorized and approved, executed and delivered by such Investor.

Section 3.2 Binding Obligations. Assuming this Agreement and the Transaction Documents have been duly and validly authorized, executed and delivered by the parties hereto and thereto other than such Investor, this Agreement and each of the Transaction Documents to which such Investor is a party are duly authorized, executed and delivered by such Investor, and constitutes the legal, valid and binding obligations of such Investor, enforceable against such Investor 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 3.3 No Conflicts. Neither the execution or delivery by such Investor of this Agreement or any Transaction Document to which such Investor is a party, nor the consummation or performance by such Investor 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 such Investor (if such Investor 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 such Investor is a party or by which the properties or assets of such Investor are bound; or (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of such Investor under, or alter the obligations of any Person under, or create in any Person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a Governmental Authority or any other Person) pursuant to, or result in the creation of a Lien on any of the assets or properties of the Company under, any note, bond, mortgage, indenture, Contract, lease, License, permit, franchise or other instrument or obligation to which such Investor is a party or any of such Investor's assets and properties are bound or affected, except, in the case of clauses (b) or (c) for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect on such Investor.

Section 3.4 Certain Proceedings. There is no Action pending against, or to the Knowledge of such Investor, threatened against or affecting, such Investor by any Governmental Authority or other Person with respect to such Investor that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement.

Section 3.5 No Brokers or Finders. No Person has, or as a result of the transactions contemplated herein will have, any right or valid claim against such Investor for any commission, fee or other compensation as a finder or broker, or in any similar capacity, based upon arrangements made by or on behalf of such Investor, and such Investor will indemnify and hold the Company and its Affiliates harmless against any liability or expense arising out of, or in connection with, any such claim.

Section 3.6 Investment Representations. Each Investor severally, and not jointly, hereby represents and warrants, solely with respect to itself and not any other Investor, to the Company as follows:

(a) Purchase Entirely for Own Account. Such Investor is acquiring the Securities proposed to be acquired hereunder for investment for its own account and not with a view to the resale or distribution of any part thereof, and such Investor has no present intention of selling or otherwise distributing such Securities, except in compliance with applicable securities Laws.

(b) Restricted Securities. Such Investor understands that the Securities are characterized as "restricted securities" under the Securities Act inasmuch as this Agreement contemplates that, if acquired by the Shareholder pursuant hereto, the Securities would be acquired in a transaction not involving a public offering. The issuance of the Securities hereunder is being effected in reliance upon an exemption from registration afforded under Section 4(2) of the Securities Act, Rule 506 of Regulation D and Regulation S. Such Investor further acknowledges that if the Securities are issued to such Investor in accordance with the provisions of this Agreement, such Securities may not be resold without registration under the Securities Act or the existence of an exemption therefrom. Such Investor represents that he is familiar with Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act

(c) Acknowledgment of Non-Registration. Such Investor understands and agrees that the Securities 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 Company has no obligation hereunder, nor does such Investor have any right(s) under any of the Transaction Documents to registration of such Securities.

(d) Status. By its execution of this Agreement, such Investor represents and warrants to the Company as indicated on its signature page to this Agreement, either that: (i) such Investor is an Accredited Investor; or (ii) such Investor is not a U.S. Person. Such Investor understands that the Securities are being offered and sold to such Investor in reliance upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of such Investor set forth in this Agreement, in order that the Company may determine the applicability and availability of the exemptions from registration of the Securities on which the Company is relying.

(e) Additional Representations and Warranties. Such Investor, severally and not jointly, further represents and warrants to the Company as follows: (i) such Person qualifies as an Accredited Investor; (ii) such Person consents to the placement of a legend on any certificate or other document evidencing the Securities substantially in the form set forth in Section 3.7(a); (iii) such Person has sufficient knowledge and experience in finance, securities, investments and other business matters to be able to protect such Person's or entity's interests in connection with the transactions contemplated by this Agreement; (iv) such Person has consulted, to the extent that it has deemed necessary, with its tax, legal, accounting and financial advisors concerning its investment in the Securities and can afford to bear such risks for an indefinite period of time, including, without limitation, the risk of losing its entire investment in the Securities; (v) such Person has had access to the SEC Reports; (vi) such Person has been furnished during the course of the transactions contemplated by this Agreement with all other public information regarding the Company that such Person has requested and all such public information is sufficient for such Person to evaluate the risks of investing in the Securities; (vii) such Person has been afforded the opportunity to ask questions of and receive answers concerning the Company and the terms and conditions of the issuance of the Securities; (viii) such Person is not relying on any representations and warranties concerning the Company made by the Company or any officer, employee or agent of the Company, other than those contained in this Agreement or the SEC Reports; (ix) such Person will not sell or otherwise transfer the Securities, unless either (A) the transfer of such securities is registered under the Securities Act or (B) an exemption from registration of such securities is available; (x) such Person understands and acknowledges that the Company is under no obligation to register the Securities for sale under the Securities Act; (xi) such Person represents that the address furnished in Schedule I is the principal residence if he is an individual or its principal business address if it is a corporation or other entity; (xii) such Person understands and acknowledges that the Securities have not been recommended by any federal or state securities commission or regulatory authority, that the foregoing authorities have not confirmed the accuracy or determined the adequacy of any information concerning the Company that has been supplied to such Person and that any representation to the contrary is a criminal offense; and (xiii) such Person acknowledges that the representations, warranties and agreements made by such Person herein shall survive the execution and delivery of this Agreement and the purchase of the Securities.

(f) Additional Representations and Warranties of Non-U.S. Persons. Each Investor that is not a U.S. Person, severally and not jointly, further represents and warrants to the Company as follows: (i) at the time of (A) the offer by the Company and (B) the acceptance of the offer by such Person, of the Securities, such Person was outside the U.S; (ii) no offer to acquire the Securities or otherwise to participate in the transactions contemplated by this Agreement was made to such Person or its representatives inside the U.S.; (iii) such Person is not purchasing the Securities for the account or benefit of any U.S. Person, or with a view towards distribution to any U.S. Person, in violation of the registration requirements of the Securities Act; (iv) such Person will make all subsequent offers and sales of the Securities either (A) outside of the U.S. in compliance with Regulation S; (B) pursuant to a registration under the Securities Act; or (C) pursuant to an available exemption from registration under the Securities Act; (v) such Person is acquiring the Securities for such Person's own account, for investment and not for distribution or resale to others; (vi) such Person has no present plan or intention to sell the Securities in the U.S. or to a U.S. Person at any predetermined time, has made no predetermined arrangements to sell the Securities and is not acting as an underwriter or dealer with respect to such securities or otherwise participating in the distribution of such securities; (vii) neither such Person, its Affiliates nor any Person acting on behalf of such Person, has entered into, has the intention of entering into, or will enter into any put option, short position or other similar instrument or position in the U.S. with respect to the Securities at any time after the Closing Date through the one year anniversary of the Closing Date except in compliance with the Securities Act; (viii) such Person consents to the placement of a legend on any certificate or other document evidencing the Securities substantially in the form set forth in Section 3.7(b) and (ix) such Person is not acquiring the Securities in a transaction (or an element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the Securities Act.

(g) Opinion. Such Investor will not transfer any or all of such Investor's Securities pursuant to Regulation S or absent an effective registration statement under the Securities Act and applicable state securities law covering the disposition of such Investor's Securities, without first providing the Company with an opinion of counsel (which counsel and opinion are reasonably satisfactory to the Company) to the effect that such transfer will be made in compliance with 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

(h) Consent. Such Investor understands and acknowledges that the Company may refuse to transfer the Securities, unless such Investor complies with Section 3.7 and any other restrictions on transferability set forth herein. Such Investor consents to the Company making a notation on its records or giving instructions to any transfer agent of the Company's Common Stock in order to implement the restrictions on transfer of the Securities

Section 3.7 Stock Legends. Such Investor hereby agrees with the Company as follows:

(a) The certificates evidencing the Securities issued to those Investors who are Accredited Investors, and each certificate issued in transfer thereof, will bear the following or similar legend:

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 TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE 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; PROVIDED THAT IN CONNECTION WITH ANY FORECLOSURE OR TRANSFER OF THE SECURITIES, THE TRANSFEROR SHALL COMPLY WITH THE PROVISIONS HEREIN AND IN THE SUBSCRIPTION AGREEMENT, AND UPON FORECLOSURE OR TRANSFER OF THE SECURITIES, SUCH FORECLOSING PERSON OR TRANSFEREE SHALL COMPLY WITH ALL PROVISIONS CONTAINED HEREIN AND IN THE SUBSCRIPTION AGREEMENT.

(b) The certificates evidencing the Securities issued to those Investors who are not U.S. Persons, and each certificate issued in transfer thereof, will bear the following legend:

> 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 TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO THE PROVISIONS OF REGULATION S 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; PROVIDED THAT IN CONNECTION WITH ANY FORECLOSURE OR TRANSFER OF THE SECURITIES, THE TRANSFEROR SHALL COMPLY WITH THE PROVISIONS HEREIN AND IN THE SUBSCRIPTION AGREEMENT, AND UPON FORECLOSURE OR TRANSFER OF THE SECURITIES, SUCH FORECLOSING PERSON OR TRANSFEREE SHALL COMPLY WITH ALL PROVISIONS CONTAINED HEREIN AND IN THE SUBSCRIPTION AGREEMENT.

(c) Other Legends. The certificates representing such Securities, and each certificate issued in transfer thereof, will also bear any other legend required under any applicable Law, including, without limitation, any state corporate and state securities law, or contract.

(d) Certain Trading Activities. Such Investor has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with such Investor, engaged in any transactions in the securities of the Company (including, without limitation, Short Sales involving the Company's securities) since the time that such Investor was first contacted by the Company regarding the investment in the Company contemplated herein. "**Short Sales**" include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act ("**Regulation SHO**") and all types of direct and indirect stock pledges, forward sales contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

(e) Residency; Foreign Securities Laws. Unless such Investor resides, in the case of individuals, or is headquartered or formed, in the case of entities, in the U.S., such Investor acknowledges that the Company will not issue any Securities in compliance with the laws of any jurisdiction outside of the U.S. and the Company makes no representation or warranty that any Securities issued outside of the U.S. have been offered or sold in compliance with the laws of the jurisdiction into which such Securities were issued. Any Investor not a resident of or formed in the U.S. warrants to the Company that no filing is required by the Company with any governmental authority in such Investor's jurisdiction in connection with the transactions contemplated hereby. If such Investor is domiciled or was formed outside of the U.S., such Investor has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the acquisition of the Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. If such Investor is domiciled or was formed outside the U.S., such Investor's acquisition of and payment for, and its continued ownership of the Securities, will not violate any applicable securities or other laws of his, her or its jurisdiction.

Section 3.8 Disclosure. No representation or warranty of such Investor contained in this Agreement or any other Transaction Document and no statement or disclosure made by or on behalf of such Investor to the Company or any of its Subsidiaries pursuant to this Agreement or any other Transaction Document herein contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Investors, subject to the exceptions and qualifications specifically set forth or disclosed in writing in the disclosure schedule delivered by the Company to the Investors simultaneously herewith (the "**Company Disclosure Schedule**"), that the statements contained in this Article IV, are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article IV) (except where another date or period of time is specifically stated herein for a representation or warranty). The Company Disclosure Schedule shall be arranged according to the numbered and lettered paragraphs of this Article IV and any disclosure in the Company Disclosure Schedule shall qualify the corresponding paragraph in this Article IV.

Section 4.1 Organization and Qualification. Each of the Company and its Subsidiaries is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, has all requisite corporate authority and power, governmental Licenses, authorizations, consents and approvals to carry on its business as presently conducted and to own, hold and operate its properties and assets as now owned, held and operated by it, and is duly qualified to do business and in good standing in each jurisdiction in which the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company.

Section 4.2 Authority. The Company and each of its Subsidiaries has all requisite authority and power, Licenses, authorizations, consents and approvals to enter into and deliver this Agreement and any of the other Transaction Documents to which the Company and such Subsidiary is a party and any other certificate, agreement, document or instrument to be executed and delivered by the Company or such Subsidiary in connection with the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents by the Company and any of its Subsidiaries and the performance by the Company and any of its Subsidiaries of their respective obligations hereunder and thereunder and the consummation by the Company and any of its Subsidiaries of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and such Subsidiary. Neither the Company nor any of its Subsidiaries needs to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Person or Governmental Authority in order for the Parties to execute, deliver or perform this Agreement or the transactions contemplated hereby. This Agreement has been, and each of the Transaction Documents to which the Company and any of its Subsidiaries is a party will be, duly and validly authorized and approved, executed and delivered by the Company and such Subsidiary.

Section 4.3 Binding Obligations. Assuming this Agreement and the Transaction Documents have been duly and validly authorized, executed and delivered by the parties hereto and thereto other than the Company and its Subsidiaries, this Agreement and each of the Transaction Documents to which the Company and any of its Subsidiaries is a party are duly authorized, executed and delivered by the Company and such Subsidiary and constitutes the legal, valid and binding obligations of the Company and such Subsidiary enforceable against the Company and such Subsidiary 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 4.4 No Conflicts. Neither the execution nor the delivery by the Company or any of its Subsidiaries of this Agreement or any Transaction Document to which the Company or any of its Subsidiaries is a party, nor the consummation or performance by the Company or any of its Subsidiaries 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 Company Organizational Documents, (b) contravene, conflict with or result in a violation of any Law, Order, charge or other restriction or decree of any Governmental Authority or any rule or regulation of the Principal Market applicable to the Company or any of its Subsidiaries, or by which the Company or any of its Subsidiaries or any of their respective assets and properties are bound or affected, (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of the Company under, or alter the obligations of any Person under, or create in any Person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a Governmental Authority or any other Person) pursuant to, or result in the creation of a Lien on any of the assets or properties of the Company or any of its Subsidiaries under, any note, bond, mortgage, indenture, Contract, License, permit, franchise or other instrument or obligation to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their respective assets and properties are bound or affected; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any Licenses, permits, authorizations, approvals, franchises or other rights held by the Company or any of its Subsidiaries or that otherwise relate to the business of, or any of the properties or assets owned or used by, the Company or any of its Subsidiaries, except, in the case of clauses (b), (c), or (d), for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect on the Company as a whole.

Section 4.5 Capitalization.

(a) The authorized capital stock of the Company consists of 500,000,000 shares of Common Stock and 40,000,000 shares of preferred stock, par value $0.001 (the "Preferred Stock"). The Company currently has 42,334,705 shares of Common Stock issued and outstanding, 10,000,000 shares of Series A Preferred Stock issued and outstanding and 1,000,000 shares of Series B Preferred Stock issued and outstanding. All outstanding shares of the capital stock of the Company are, and all such shares that may be issued prior to the Closing Date will be when issued, duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Laws of the jurisdiction of the Company's organization, the Company Organizational Documents or any Contract to which the Company is a party or otherwise bound.

(b) The issuance of the Securities to the Investors has been duly authorized and, upon delivery to the Investors of certificates therefor in accordance with the terms of this Agreement, the Securities will have been validly issued and fully paid, and will be nonassessable, have the rights, preferences and privileges specified, will be free of preemptive rights and will be free and clear of all Liens and restrictions, other than Liens created by the Investors and restrictions on transfer imposed by this Agreement and the Securities Act.

Section 4.6 Title to Assets. The Company and each Subsidiary has sufficient title to, or valid leasehold interests in, all of its properties and assets used in the conduct of their respective businesses. All such assets and properties, other than assets and properties in which the Company or any of its Subsidiaries has leasehold interests, are free and clear of all Liens, except for Liens that, in the aggregate, do not and will not materially interfere with the ability of the Company or such Subsidiary to conduct business as currently conducted.

Section 4.7 Intellectual Property. The Company and its Subsidiaries own or possess adequate rights or licenses to use all Intellectual Property necessary to conduct their respective businesses as now conducted and as presently proposed to be conducted. None of the Company's or any of its Subsidiaries' Intellectual Property has expired, terminated or been abandoned, or is expected to expire, terminate or be abandoned, within two years from the date of this Agreement. Neither the Company nor any of its Subsidiaries has Knowledge of any infringement by the Company or any of its Subsidiaries of Intellectual Property of other Persons. There is no claim, action or proceeding being made or brought, or to the Knowledge of the Company or any of its Subsidiaries, being threatened, against the Company or any of its Subsidiaries regarding its Intellectual Property. To the Knowledge of the Company or any of its Subsidiaries, there are no facts or circumstances which might give rise to any of the foregoing infringements or claims, actions or proceedings. The Company and each Subsidiary has taken reasonable security measures to protect the secrecy, confidentiality and value of all of their respective Intellectual Property.

Section 4.8 SEC Reports. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC, pursuant to the Exchange Act (the "**SEC Reports**").

Section 4.9 Listing and Maintenance Requirements. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with the listing and maintenance requirements for continued listing or quotation of the Company Common Stock on the trading market on which the Company Common Stock is currently listed or quoted. The issuance and sale of the Securities under this Agreement does not contravene the rules and regulations of the trading market on which the Company Common Stock is currently listed or quoted, and no approval of the stockholders of the Company is required for the Company to issue and deliver to the Investors the Securities contemplated by this Agreement.

Section 4.10 No General Solicitation. Neither the Company, nor any of its Subsidiaries or affiliates, nor 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) in connection with the offer or sale of the Securities. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Investor or its investment advisor) relating to or arising out of the transactions contemplated hereby.

Section 4.11 Disclosure. All documents and other papers delivered or made available by or on behalf of the Company or any of its Subsidiaries in connection with this Agreement are true, complete, correct and authentic in all material respects. No representation or warranty of the Company or any of its Subsidiaries contained in this Agreement and no statement or disclosure made by or on behalf of the Company or any of its Subsidiaries to any Investor pursuant to this Agreement or any other agreement contemplated herein contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE V
COVENANTS

Section 5.1 Reservation of Shares. So long as any Warrants remain outstanding, the Company shall take reasonable best efforts to at all times have authorized, and reserved for the purpose of issuance, no less than 100% of the maximum number of shares of Common Stock issuable upon exercise of all the Warrants as of the date hereof (without regard to any limitations on the exercise of the Warrants set forth therein), less the number of Warrant Shares represented by any such Warrants that have been exercised.

ARTICLE VI
CONDITIONS TO CLOSING

Section 6.1 Conditions to Obligation of the Parties Generally. The Parties shall not be obligated to consummate the transactions to be performed by each of them in connection with the Closing if, on the Closing Date, (i) any Action shall be pending or threatened before any Governmental Authority wherein an Order or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (ii) any Law or Order which would have any of the foregoing effects shall have been enacted or promulgated by any Governmental Authority.

Section 6.2 Conditions to Obligation of the Investors. The obligations of the Investors to enter into and perform their respective obligations under this Agreement are subject, at the option of the Investors, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Investors in writing:

(a) The representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date);

(b) Company shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by terms such as "material" and "Material Adverse Effect," in which case the Company shall have performed and complied with all of such covenants in all respects through the Closing;

(c) No action, suit, or proceeding shall be pending or, to the Knowledge of the Company, threatened before any Governmental Authority wherein an Order or charge would (A) affect adversely the right of the Investors to own the Securities, or (B) affect adversely the right of the Company to own its assets or to operate its business (and no such Order or charge shall be in effect), nor shall any Law or Order which would have any of the foregoing effects have been enacted or promulgated by any Governmental Authority;

(d) No event, change or development shall exist or shall have occurred since the date of this Agreement that has had or is reasonably likely to have a Material Adverse Effect on the Company;

(e) All consents, waivers, approvals, authorizations or orders required to be obtained, and all filings required to be made, by the Company for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated by this Agreement, shall have been obtained and made by the Company and Company shall have delivered proof of same to the Investors;

(f) Company shall have filed all reports and other documents required to be filed by it under the U.S. federal securities laws through the Closing Date;

(g) Company shall have maintained its status as a company whose common stock is quoted on the Principal Market and no reason shall exist as to why such status shall not continue immediately following the Closing;

(h) Trading in the Company Common Stock shall not have been suspended by the SEC or any trading market (except for any suspensions of trading of not more than one trading day solely to permit dissemination of material information regarding the Company) at any time since the date of execution of this Agreement, and the Company Common Stock shall have been at all times since such date listed for trading on a trading market;

(i) The Company and each Subsidiary (as the case may be) shall have duly executed and delivered to each Investor each of the Transaction Documents to which it is a party and the Company shall have duly executed and delivered to such Investor the Shares in such aggregate number of Shares as is set forth across from such Investor's name in column (3) of Schedule I and the related Warrants (initially for such aggregate number of shares of Warrant Shares as is set forth across from such Investor's name in columns (4) of Schedule I) being purchased by such Investor at the Closing pursuant to this Agreement;

Section 6.3 Conditions to Obligation of the Company. The obligations of the Company to enter into and perform its obligations under this Agreement are subject, at the option of the Company, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Company:

(a) The representations and warranties of the Investors set forth in this Agreement shall be true and correct in all material respects as of the Closing Date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date);

(b) The Investors shall have performed and complied with all of their covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by terms such as "material" and "Material Adverse Effect," in which case the Investors shall have performed and complied with all of such covenants in all respects through the Closing;

(c) Each Investor shall have executed each of the Transaction Documents to which it is a party and delivered the same to the Company;

(d) Each Investor shall have delivered to the Company the Purchase Price for the Shares and the related Warrants being purchased by such Investor at the Closing by wire transfer of immediately available funds pursuant to the wire instructions provided by the Company; and

(e) All actions to be taken by the Investors in connection with consummation of the transactions contemplated hereby and all payments, certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to the Company.

ARTICLE VII
SURVIVAL; INDEMNIFICATION

Section 7.1 Survival. All representations, warranties, covenants, and obligations in this Agreement shall survive the Closing.

Section 7.2 Indemnification. In consideration of each Investor's execution and delivery of the Transaction Documents and acquiring the Securities thereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless each Investor and each holder of any Securities and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company or any of its Subsidiaries in any of the Transaction Documents, (b) any breach of any covenant, agreement or obligation of the Company or any of its Subsidiaries contained in any of the Transaction Documents or (c) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company or any of its Subsidiaries) and arising out of or resulting from the execution, delivery, performance or enforcement of any of the Transaction Documents other than due to such Investor's misconduct or gross negligence.

ARTICLE VIII
TERMINATION

Section 8.1 Termination. In the event that the Closing shall not have occurred with respect to an Investor within thirty (30) days of the date hereof, then such Investor shall have the right to terminate its obligations under this Agreement with respect to itself at any time on or after the close of business on such date without liability of such Investor to any other party; provided, however, (i) the right to terminate this Agreement under this Section 8.1 shall not be available to such Investor if the failure of the transactions contemplated by this Agreement to have been consummated by such date is the result of such Investor's breach of this Agreement and (ii) the abandonment of the sale and purchase of the Shares and the Warrants shall be applicable only to such Investor providing such written notice. Nothing contained in this Section 8.1 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.1 Expenses. Except as otherwise expressly provided in this Agreement, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

Section 9.2 Confidentiality.

(a) The Parties will maintain in confidence, and will cause their respective directors, officers, employees, agents, and advisors to maintain in confidence, any written, oral, or other information obtained in confidence from another Person in connection with this Agreement or the transactions contemplated by this Agreement, unless (i) such information is already known to such Party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such Party, (ii) the use of such information is necessary or appropriate in making any required filing with the SEC, or obtaining any consent or approval required for the consummation of the transactions contemplated by this Agreement, or (iii) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

(b) If the transactions contemplated by this Agreement are not consummated, each Party will return or destroy all of such written information each party has regarding the other Parties.

Section 9.3 Independent Nature of Investors' Obligations and Rights. The obligations of each Investor under the Transaction Documents are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as, and the Company acknowledges that the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Investors are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by the Transaction Documents or any matters, and the Company acknowledges that the Investors are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by the Transaction Documents. The decision of each Investor to purchase Securities pursuant to the Transaction Documents has been made by such Investor independently of any other Investor. Each Investor acknowledges that no other Investor has acted as agent for such Investor in connection with such Investor making its investment hereunder and that no other Investor will be acting as agent of such Investor in connection with monitoring such Investor's investment in the Securities or enforcing its rights under the Transaction Documents. The Company and each Investor confirms that each Investor has independently participated with the Company and its Subsidiaries in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the purchase and sale of the Securities contemplated hereby was solely in the control of the Company, not the action or decision of any Investor, and was done solely for the convenience of the Company and its Subsidiaries and not because it was required or requested to do so by any Investor. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company, each Subsidiary and an Investor, solely, and not between the Company, its Subsidiaries and the Investors collectively and not between and among the Investors.

Section 9.4 Notices. All notices, demands, consents, requests, instructions and other communications to be given or delivered or permitted under or by reason of the provisions of this Agreement or in connection with the transactions contemplated hereby shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (i) if personally delivered, on the Business Day of such delivery (as evidenced by the receipt of the personal delivery service), (ii) if mailed certified or registered mail return receipt requested, two (2) Business Days after being mailed, (iii) if delivered by overnight courier (with all charges having been prepaid), on the Business Day of such delivery (as evidenced by the receipt of the overnight courier service of recognized standing), or (iv) if delivered by facsimile transmission or other electronic means, including email, on the Business Day of such delivery if sent by 6:00 p.m. in the time zone of the recipient, or if sent after that time, on the next succeeding Business Day. If any notice, demand, consent, request, instruction or other communication cannot be delivered because of a changed address of which no notice was given (in accordance with this Section 9.4), or the refusal to accept same, the notice, demand, consent, request, instruction or other communication shall be deemed received on the second business day the notice is sent (as evidenced by a sworn affidavit of the sender). All such notices, demands, consents, requests, instructions and other communications will be sent to the following addresses or facsimile numbers as applicable:

If to the Company, to:	Car Charging Group, Inc. 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139 Attention: Michael D. Farkas Telephone: (305) 521-0200
With copies to:	Anslow & Jaclin, LLP 195 Route 9 South, Suite 204 Manalapan, New Jersey 07726 Attention: Richard I Anslow, Esq. Telephone No.: 732-409-1212 Facsimile No.: 732-577-1188
If to the Investors, to:	The applicable address set forth in column (1) on Schedule I.

or such other addresses as shall be furnished in writing by any Party in the manner for giving notices hereunder.

Section 9.5 Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Parties may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 9.6 Amendment and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company, provided that any Party may give a waiver as to itself. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

Section 9.7 Entire Agreement. This Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein constitute the entire agreement among the parties hereto and thereto solely with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto solely with respect to the subject matter hereof and thereof; provided, however, nothing contained in this Agreement or any other Transaction Document shall (or shall be deemed to) (i) have any effect on any agreements any Investor has entered into with the Company or any of its Subsidiaries prior to the date hereof with respect to any prior investment made by such Investor in the Company, (ii) waive, alter, modify or amend in any respect any obligations of the Company or any of its Subsidiaries or any rights of or benefits to any Investor or any other Person in any agreement entered into prior to the date hereof between or among the Company and/or any of its Subsidiaries and any Investor and all such agreements shall continue in full force and effect, or (iii) limit any obligations of the Company under any of the other Transaction Documents.

Section 9.8 Assignments, Successors, and No Third-Party Rights. No Party may assign any of its rights under this Agreement without the prior consent of the other Parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. Except as set forth in Article VII hereof, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 9.9 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 9.10 Section Headings. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Article" or "Articles" or "Section" or "Sections" refer to the corresponding Article or Articles or Section or Sections of this Agreement, unless the context indicates otherwise.

Section 9.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise expressly provided, the word "including" shall mean including without limitation. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of such representation, warranty, or covenant. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

Section 9.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 9.13 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the U.S. or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 9.14 below), in addition to any other remedy to which they may be entitled, at Law or in equity.

Section 9.14 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Nevada, without regard to conflicts of Laws principles. Each of the Parties submits to the jurisdiction of any state or federal court sitting in the State of Nevada, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.4 above. Nothing in this Section 9.14, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity.

Section 9.15 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Company and the Investors have caused their respective signature pages to this Subscription Agreement to be duly executed as of the date first written below.

COMPANY:

CAR CHARGING GROUP, INC.

By: _____
Name: Michael D. Farkas
Title: Chief Executive Officer
Date: _____

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the Company and the Investors have caused their respective signature pages to this Subscription Agreement to be duly executed as of the date first written above.

INVESTOR:

Name: _____
Title: _____
Date: _____

[Investor Signature Page to Subscription Agreement]

SCHEDULE I

Investors

Investor (1)	Purchase Price (2)	Shares (3)	Warrant Shares (4)

EXHIBIT A

Form of Investor Questionnaire

See attached.

EXHIBIT B

Form of Warrant

See attached.

Exhibit 99.1

CarCharging Acquires Beam Charging, New York City's Largest Electric Vehicle Charging Service Provider

Consolidation of Electric Car Charging Networks Establishes CarCharging as the Dominant Player in New York's EV Charging Market

February 28, 2013 - **MIAMI BEACH, FL** – Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging"), a nationwide provider of convenient electric vehicle (EV) charging services, announced the closing of the acquisition of Beam Charging, LLC ("Beam"). Founded in 2010 and based in New York City, Beam is the largest EV charging service provider in the New York City metro area.

Together, CarCharging and Beam operate the majority of all EV charging points throughout New York City, and have existing agreements with Central Parking, and Icon Parking, as well as Simon Properties. Beam's partnerships with additional garage companies, such as Garage Management Company, Sylvan Parking, and Imperial Parking, expands CarCharging's current list of more than 45 strategic partnerships including retail, multifamily residential and commercial property owners, municipalities, and parking garage management companies. Beam provides CarCharging with over 400 additional parking garages under contract in New York City, and the combined entity is positioned to provide the largest EV charging infrastructure to EV drivers in New York and beyond. In addition to CarCharging's nationwide network of EV charging stations, CarCharging and Beam overlap in areas, such as Boston, Massachusetts and Washington, D.C., and are now jointly expanding into Philadelphia, Pennsylvania.

"As New York expands its environmental initiatives and aims to become a national leader in the EV market, as announced by Mayor Bloomberg earlier this month, we are proud to continue to serve as the leader in EV charging services," said Michael D. Farkas, CEO of CarCharging. "Through the consolidation of CarCharging and Beam's EV charging network, we will be the dominant player in the New York EV charging market, and we anticipate expanding even further."

With the acquisition complete, former CEO of Beam, Joseph Turquie, becomes the Chief Marketing Officer of CarCharging. Mr. Turquie will be based in New York, and will contribute to CarCharging's European operations.

"We are delighted to combine Beam's EV charging facilities with those of CarCharging," said Joseph Turquie. "We are confident that by merging the companies, we will be able to expand our operations throughout the state, as well as grow the overall market."

Both CarCharging and Beam utilize EV charging stations manufactured by ChargePoint®, which provide 240 volts with 32 amps of power to quickly recharge an EV's battery. EV drivers can easily request CarCharging's evCharge card online to initiate use and payment at any intelligent CarCharging station. The CarCharging card also allows drivers to use charging locations on the ChargePoint® Network, the largest national online network connecting EV drivers to EV charging stations.

Users can pinpoint EV charging station locations using the CarCharging map at www.CarCharging.com. The ChargePoint® mobile application for iPhone, Android, and Blackberry phones also provides real-time charging station location information with turn-by-turn directions.

About Car Charging Group, Inc.

Car Charging Group, Inc. (OTCQB: CCGI) is a pioneer in nationwide public electric vehicle (EV) charging services at accessible and convenient locations. Headquartered in Miami, Florida with offices in California, Canada, and Spain, CarCharging is committed to creating a robust, feature-rich network for EV charging. CarCharging typically pays for all hardware, installation, maintenance and related services; therefore, eliminating initial capital costs for all property owners.

CarCharging has more than 45 strategic partnerships across various business sectors. CarCharging's partners manage or own a total of 6.5 million parking spaces, and include, but are not limited to Ace Parking, Central Parking, Equity One, Equity Residential, Walgreens, New York State Environmental Research and Development Authority, City of Miami Beach, and the City of Norwalk, Connecticut. CarCharging's services utilize EV charging stations manufactured by ChargePoint®.

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

For more information about Beam Charging, please visit **www.BeamCharging.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. The Company undertakes no obligation to update or revise forward-looking statements to reflect changed conditions.

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