

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): **April 3, 2013**

**Car Charging Group, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation)

**333-149784**

(Commission File Number)

**03-0608147**

(IRS Employer Identification No.)

**1691 Michigan Avenue, 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 14a-12 under the Exchange Act (17CFR240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement.**

### **EV Pass Acquisition**

#### *Equity Exchange*

On April 3, 2013 (the "Closing Date"), Car Charging Group, Inc. (the "Company") closed on the acquisition of EV Pass, LLC, a New York limited liability company ("EV Pass"), pursuant to an equity exchange agreement (the "Exchange Agreement") dated February 19, 2013, by and among the Company, EV Pass, and Synapse Sustainability Trust, Inc., a New York non-profit corporation ("Synapse") pursuant to which the Company acquired from Synapse (i) all of the outstanding membership interests in EV Pass; (ii) the right to operate, maintain and receive revenue from 68 charging stations located throughout Central New York State ("CNY"); and (iii) title to the registered trademark "EV Pass" in exchange for 671,141 shares (the "Exchange Shares") of the Company's common stock, par value \$0.001 (the "Common Stock") and \$100,000 to Synapse, of which \$25,000 was paid on the Closing Date and \$75,000 was issued in the form of a promissory note (the "Promissory Note"), (the "Equity Exchange"). The Promissory Note does not bear interest and is payable in three installment payments of \$25,000 on each subsequent three month anniversary of the Closing Date.

The foregoing description of the terms of the Exchange Agreement and Promissory Note do not purport to be complete and are qualified in their entirety by reference to the provisions of such agreements filed as exhibits 2.1 and 10.1 to this Current Report on Form 8-K (this "Report").

#### *Revenue Sharing Agreement*

On the Closing Date, the parties also executed a revenue sharing agreement wherein the Company agreed to pay Synapse 3.6% of the net revenues earned from all current and future charging units installed at any of the 68 EV charging stations in CNY (the "Revenue Sharing Agreement").

The foregoing description of the terms of the Revenue Sharing Agreement does not purport to be complete and is qualified in its entirety by reference to the provisions of such agreement filed as Exhibit 10.2 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 April 3, 2013, the Company acquired EV Pass, and EV Pass became a wholly-owned subsidiary of the Company. The Company will administer the pending NYSERDA grant awarded to EV Pass, which includes installing and operating EV charging stations throughout Upstate New York.

## **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.

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

On April 3, 2013, in connection with the Equity Exchange, the board of directors (the "Board") of the Company appointed Eckardt C. Beck as a member of the Board.

Eckardt C. Beck, 69, currently serves on the Executive Committee of 3GI Terminals, LLC, an intermodal infrastructure company committed to advancing global opportunities for importing and exporting goods. For the period of 2002 – 2012, Mr. Beck served as managing partner of Synapse Partners, LLC, a company founded by Mr. Beck. Synapse Partners LLC includes two operating businesses: Synapse Services LLC, and Synapse Risk Management LLC; and is a wholesale excess line brokerage firm doing business in 43 states. In 2003, Mr. Beck founded, and is currently the Executive Director of, the Synapse Sustainability Trust, a community based not-for-profit community based organization whose stated mission includes the lessening of burdens on government/education institutions, fostering public awareness and participation in sustainable environmental initiatives and providing technical assistance to local government, educational, and community stakeholders. Mr. Beck holds a bachelor's degree in Business and Industrial Communications from Emerson College and a master's degree in Public Administration from New York University.

Based on Mr. Beck's experience, qualifications, skills and managerial experience gained as an executive of diverse businesses in various sectors of the economy, the Company has deemed Mr. Beck fit to serve as a Director on the Board.

#### **Family Relationships**

No family relationship has ever existed between Mr. Beck and the Company.

#### **Related Party Transactions**

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

#### **Director Agreements**

In conjunction with the appointment, the Company entered into a director agreement (the "Director Agreement") with Mr. Beck for an initial term of three years. Every year that he is a member of the Board, Mr. Beck will receive five-year options to purchase 12,000 shares at an exercise price equal to \$0.01 above the closing price on the date of grant, which will vest two years following the grant date. For every board meeting he attends, Mr. Beck will receive five-year options to purchase 5,000 shares at an exercise price equal to \$0.01 above the closing price on the date of grant, which will vest two years following the grant date, and \$1,500. Additionally, should Mr. Beck become chairman of any Board committee, he will receive \$1,500 for every committee meeting attended. Upon the execution of the Director Agreement, Mr. Beck received 50,000 shares of the Company restricted Common Stock (the "Beck Shares").

The foregoing description of the terms of the Director Agreement does not purport to be complete and is qualified in its entirety by reference to the provisions of such agreement filed as Exhibit 10.3 to this Report.

#### **Item Other Events.**

##### **8.01**

On April 16, 2013, the Company issued a press release announcing the acquisition of EV Pass, a copy of which is attached to this Report as Exhibit 99.1.

#### **Item Financial Statement and Exhibits**

##### **9.01**

(d) Exhibits

#### **Exhibit**

<b>Number</b>	<b>Description</b>
2.1	Equity Exchange Agreement, dated February 19, 2013, by and among Car Charging Group, Inc., EV Pass, LLC, and Synapse Sustainability Trust, Inc.
10.1	Form of Promissory Note.
10.2	Revenue Sharing Agreement, dated April 2, 2013, by and among Car Charging Group, Inc., EV Pass Holdings, LLC, and Synapse Sustainability Trust, Inc.
10.3	Director Agreement
99.1	Press Release

**SIGNATURE**

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

Dated: April 26, 2013

Car Charging Group, Inc.

By: /s/ Michael D. Farkas

Michael D. Farkas  
Chief Executive Officer



**EQUITY EXCHANGE AGREEMENT**

**THIS EQUITY EXCHANGE AGREEMENT**, dated as of February 19, 2013 (this "Agreement") by and among Car Charging Group, Inc., a Nevada corporation ("CCGI"), EV Pass, LLC, a New York limited liability company ("EV PASS") and Synapse Sustainability Trust, Inc., a New York not for profit corporation (the "Trust") (EV PASS and the Trust are collectively the "EV PASS Entities").

WHEREAS, the parties hereto desire to consummate the transactions contemplated herein, pursuant to which (a) (i) CCGI will issue to the Trust 671,141 shares (collectively, the "CCGI Shares") of Common Stock, par value \$0.001 per share, of CCGI; (ii) CCGI will pay to the Trust the sum of \$100,000 in cash, payable in four (4) equal quarterly installments commencing on the Closing Date; and (iii) the Trust shall be entitled to receive 3.6% of the revenues (net of electricity, taxes and payment processing fees) earned from all current and future electric vehicle charging units installed at any of the 68 locations listed on Schedule I hereto (collectively, the "CNY Network") and (b) (i) the Trust will transfer to EVP Holding, LLC, a Florida limited liability company wholly owned by CCGI ("CCGI Sub"), all of the issued and outstanding membership interests (collectively, the "EV Pass Interests") of EV PASS; (ii) the Trust will assign all of the Trust's rights to operate and maintain the units in the CNY Network to CCGI Sub; and (iii) the Trust will assign to CCGI Sub all of the Trust's ownership in the trademark "EV Pass" and the website domain www.myeypass.com; and

WHEREAS, CCGI believes it is in its best interest and the best interest of its stockholders to acquire the EV PASS Interests and the Acquisition Assets in exchange for the CCGI Shares and other consideration as specified in Article I below, all upon the terms and subject to the conditions set forth in this Agreement (the "Equity Exchange"); 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 transaction in securities exempt from registration or qualification under the Securities Act of 1933, as amended and in effect on the date of this Agreement (the "Securities Act"); and

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

**Article I.  
EXCHANGE**

- 1.1. Transfer of Acquisition Assets. On the Closing Date (as hereinafter defined), upon and subject to the terms and conditions of this Agreement, the Trust shall grant, sell, assign, transfer and deliver to CCGI Sub or such other entity as CCGI may designate, all right, title and interest of the Trust in and to the following, free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever:
- 1.1.1. all of the EV Pass Interests pursuant to an Assignment of Membership Interest, substantially in the form attached hereto as Exhibit A (the "Membership Interest Assignment");
  - 1.1.2. all of the Trust's rights to operate and maintain and receive revenue from the CNY Network (the "CNY Network Rights"), such assignment to be documented through the proposed Contract Management, Operations and Maintenance Agreement attached hereto as Exhibit B (the "Operations Agreement"); and

- 1.1.3. all right, title and interest to the name “EV Pass” or any variation thereof, including any common law rights or existing rights under federal law to any intellectual property, trademark, copyrights, licensing or legal right that seller may have to use said name (the “Mark”) pursuant to an Assignment Agreement substantially in the form attached hereto as Exhibit C (the “IP Assignment Agreement”);
- 1.1.4. the goodwill of EV Pass’ Business (the “Goodwill”) pursuant to the IP Assignment Agreement; and
- 1.1.5. all right, title and interest to the ownership of the domain name “www.myevpass.com” (the “Website”) pursuant to the IP Assignment Agreement.

For the purposes of this Agreement, the EV Pass Interests, the CNY Network Rights, the Mark, the Goodwill and the Website shall be collectively referred to as the “Acquisition Assets.”

- 1.2. Issuance of CCGI Shares and Promissory Note. On the Closing Date (as hereinafter defined), upon and subject to the terms and conditions of this Agreement, CCGI shall issue, transfer, convey and deliver to the Trust the following:
  - 1.2.1. the CCGI Shares;
  - 1.2.2. Twenty-Five Thousand Dollars (\$25,000) in cash (the “Cash Payment”);
  - 1.2.3. a Promissory Note in the original principal amount of \$75,000 substantially in the form attached hereto as Exhibit D; and
  - 1.2.4. a Fee Agreement substantially in the form attached hereto as Exhibit E whereby CCGI hereby agrees to pay to the Trust three and six-tenths percent (3.6%) of the revenues (net of electricity, taxes and payment processing fees) earned from all current and future electric vehicle charging units installed in the CNY Network, in accordance with CCGI’s standard revenue-sharing payment procedures (the “Fee Agreement”).
- 1.3. Closing and Actions at Closing. The closing of the Equity Exchange (the “Closing”) shall take place remotely via the exchange of documents and signatures at 10:00 a.m. E.D.T. on the day the conditions to closing set forth in Articles V and VI herein have been satisfied or waived, or at such other time and date as the parties hereto shall agree in writing (the “Closing Date”).

**Article II.**  
**REPRESENTATIONS AND WARRANTIES OF EV PASS**

EV PASS represents, warrants and agrees that all of the statements in the following subsections of this Article II are true and complete as of the date hereof. As used herein, the term “Knowledge,” including the phrase “to EV PASS’ knowledge,” shall mean the actual current knowledge of Eckardt C. Beck.

2.1. Corporate Organization.

- 2.1.1. EV PASS 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, condition or results of operation of EV PASS. “Material Adverse Effect” means, when used with respect to EV PASS, any event, occurrence, fact, condition, change or effect, which, individually or in the aggregate, would reasonably be expected to be materially adverse to the business, operations, properties, assets, condition (financial or otherwise), or operating results of EV PASS, or materially impair the ability of EV PASS 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 certificate of organization and operating agreement of EV PASS with all amendments thereto, as of the date hereof (the “EV PASS Charter Documents”), have been furnished to CCGI, and such copies are accurate and complete as of the date hereof. The minute books of EV PASS are current as required by law, contain the minutes of all meetings of the management and members of EV PASS from its date of organization to the date of this Agreement, and adequately reflect all material actions taken by the management and members of EV PASS. EV PASS is not in violation of any of the provisions of the EV PASS Charter Documents.

2.2. Capitalization of EV PASS.

- 2.2.1. The entirety of the membership interests in EV Pass are owned by the Trust. 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 EV PASS immediately prior to this Equity Exchange are, and all membership interests in EV PASS when delivered in accordance with the terms hereof will be, duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance with all applicable U.S. federal and state securities laws and state corporate laws, and have been issued free of preemptive rights of any security holder. As of the date of this Agreement there are no outstanding or authorized options, warrants, agreements, commitments, conversion rights, preemptive rights or other rights to subscribe for, purchase or otherwise acquire or receive any membership interests of EV PASS, nor are there or will there be any outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights, pre-emptive rights or rights of first refusal with respect to EV PASS or any EV PASS interests, or any voting trusts, proxies or other agreements, understandings or restrictions with respect to the voting of EV PASS’s membership interests. 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 EV PASS is a party or by which it is bound with respect to any equity security of any class of EV PASS. EV PASS is not a party to, and it has no knowledge of, any agreement restricting the transfer of any membership interests of EV PASS. The transfer of all of the shares of EV PASS 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 EV PASS has any right to rescind or bring any other claim against EV PASS for failure to comply with the Securities Act of 1933, as amended (the “Securities Act”), or state securities laws.



2.2.3. There are no outstanding contractual obligations (contingent or otherwise) of EV PASSEV Pass to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, EV PASSEV Pass 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. Except as disclosed on Schedule 2.3, EV PASS 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. EV PASS 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 EV PASS and the consummation by EV PASS of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action of EV PASS, and no other corporate proceedings on the part of EV PASS 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 EV PASS 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. EV PASS does not need to give any notice to, make any filings with, or obtain any authorization, consent or approval of any government or governmental agency or other Person in order for it to consummate the transactions contemplated by this Agreement.

2.5. Compliance with Other Instruments. Except for the violations and defaults described in Schedule 2.5, EV PASS is not in violation or default (i) of any provisions of the EV PASS Charter Documents, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under 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, of any provision of federal or state statute, rule or regulation applicable to EV PASS, the violation of any of which would have a Material Adverse Effect. Except as disclosed on Schedule 2.5, neither the execution and delivery of this Agreement by EV PASS, nor the consummation by EV PASS of the transactions contemplated hereby will: (i) contravene, conflict with, or violate any provision of the EV PASS Charter Documents; (ii) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, court, administrative panel or other tribunal to which EV PASS is subject, (iii) conflict with, result in a breach of, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which EV PASS is a party or by which it is bound, or to which any of its assets or properties are subject; or (iv) result in or require the creation or imposition of any encumbrance of any nature upon or with respect to any of EV PASS’s assets, including without limitation the EV PASS Interests.

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

- 2.6.1. employment, advisory or consulting contract;
- 2.6.2. plan providing for employee benefits of any nature, including any severance payments;
- 2.6.3. lease with respect to any property or equipment;
- 2.6.4. contract, agreement, understanding or commitment for any future expenditure in excess of \$5,000 in the aggregate;
- 2.6.5. contract or commitment pursuant to which it has assumed, guaranteed, endorsed, or otherwise become liable for any obligation of any other Person, entity or organization; or
- 2.6.6. agreement with any Person relating to the dividend, purchase or sale of securities, that has not been settled by the delivery or payment of securities when due, and which remains unsettled upon the date of this Agreement, except with respect to the EV PASS Interests or the securities to be delivered pursuant to this Agreement.

EV PASS has provided to CCGI, prior to the date of this Agreement, true, correct and complete copies of each contract (whether written or oral), including each amendment, supplement and modification thereto (the "EV PASS Contracts").

2.7. Litigation. Except as disclosed on Schedule 2.7, there is no action, suit, proceeding or investigation ("Action") pending or, to the knowledge of EV PASS, currently threatened against EV PASS or any of its affiliates, that may affect the validity of this Agreement or the right of EV PASS to enter into this Agreement or to consummate the transactions contemplated hereby or thereby. There is no Action pending or, to the knowledge of EV PASS, currently threatened against EV PASS or any of its affiliates, before any court or by or before any governmental body or any arbitration board or tribunal, nor is there any judgment, decree, injunction or order of any court, governmental department, commission, agency, instrumentality or arbitrator against EV PASS or any of its affiliates. Neither EV PASS nor any of its affiliates is a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no Action by EV PASS or any of its affiliates relating to EV PASS currently pending or which EV PASS or any of its affiliates intends to initiate.

2.8. Compliance with Laws. EV PASS 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. No Operations. Since inception, EV PASS has had no operations and has not incurred any liabilities of any kind.

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

2.11. Employee Benefit Plans. EV PASSEV Pass 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, EV Pass has filed all Tax (as defined below) returns, statements, reports, declarations and other forms and documents (including, without limitation, estimated tax returns and reports and material information returns and reports) (“Tax Returns”) required pursuant to applicable law to be filed with any Tax Authority (as defined below). All such Tax returns are accurate, complete and correct in all material respects, and EV PASS has timely paid all Taxes due and adequate provisions have been and are reflected in EV PASS’s Financial Statements for all current taxes and other charges to which EV PASS is subject and which are not currently due and payable. None of EV PASS’s federal income tax returns have been audited by the Internal Revenue Service. EV PASS 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 EV PASS for any period, nor of any basis for any such assessment, adjustment or contingency. EV PASS has withheld or collected from each payment made to each of its employees, if applicable, the amount of all Taxes (including, but not limited to, United States income taxes and other foreign taxes) required to be withheld or collected therefrom, and has paid the same to the proper Tax Authority. For purposes of this Agreement, the following terms have the following meanings: “Tax” (and, with correlative meaning, “Taxes” and “Taxable”) means any and all taxes including, without limitation, (x) any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, value added, net worth, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any United States, local or foreign governmental authority or regulatory body responsible for the imposition of any such tax (domestic or foreign) (a “Tax Authority”), (y) any liability for the payment of any amounts of the type described in (x) as a result of being a member of an affiliated, consolidated, combined or unitary group for any taxable period or as the result of being a transferee or successor thereof, and (z) any liability for the payment of any amounts of the type described in (x) or (y) as a result of any express or implied obligation to indemnify any other Person.

2.13. No Liabilities, Debt Obligations. Except as disclosed on Schedule 2.13, upon the Closing Date, EV PASS will have no debt, obligations or liabilities of any kind whatsoever other than with respect to the transactions contemplated hereby. EV PASS is not a guarantor of any indebtedness of any other Person, entity or corporation.

2.14. No Broker Fees. Except as disclosed on Schedule 2.14, no brokers, finders or financial advisory fees or commissions will be payable by or to EV PASS or any of its affiliates with respect to the transactions contemplated by this Agreement.

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

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

2.17. Employee Matters.

- 2.17.1. As of the date hereof, EV PASSEV Pass employs 0 full-time employees and no part-time employees, consultants or independent contractors.
- 2.17.2. To EV PASS's knowledge, none of its employees is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to perform his or her employment duties. Neither the execution or delivery of the Transaction Agreements, nor the carrying on of EV PASS's business by the employees of EV PASS, nor the conduct of EV PASS's business as now conducted and as presently proposed to be conducted, will, to EV PASS's knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such employee is now obligated.
- 2.17.3. EV PASS is not delinquent in payments to any of its employees or consultants for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees or consultants. EV PASS has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification, and collective bargaining. EV PASS has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from the compensation of employees EV PASS and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing.
- 2.17.4. To EV PASS's knowledge, no employee intends to terminate employment with EV PASS or is otherwise likely to become unavailable to continue as an employee, nor does EV PASS have a present intention to terminate the employment of any employee. The employment of each employee of EV PASS is terminable at the will of EV PASS. Except as required by law, no severance or other payments will become due upon or in connection with the termination of employment of any EV PASS employee. EV PASS has no policy, practice, plan, or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.
- 2.17.5. EV PASS has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the membership interest amounts and terms set forth in the minutes of meetings of EV PASS.
- 2.17.6. EV PASS is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the knowledge of EV PASS, has sought to represent any of the employees, representatives or agents of EV PASS. There is no strike or other labor dispute involving EV PASS pending, or to EV PASS's knowledge, threatened, which could have a Material Adverse Effect, nor is EV PASS aware of any labor organization activity involving its employees.

2.17.7. Except as disclosed on Schedule 2.17, to EV PASS's knowledge, none of the employees or directors of the Company has been (a) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his or her business or property; (b) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and non-felony offenses); (c) subject to any order, judgment or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (d) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

2.18. Absence of Certain Changes or Events. Since January 11, 2013, (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of EV PASS; and (b) EV PASS 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.

2.19. Environmental and Safety Laws. Except as could not reasonably be expected to have a Material Adverse Effect, to EV PASS's knowledge (a) EV PASS is and has been in compliance with all Environmental Laws; (b) there has been no release or to EV PASS'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 EV PASS; (c) there have been no Hazardous Substances generated by EV PASS 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 EV PASS, except for the storage of hazardous waste in compliance with Environmental Laws. EV PASS 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 2.19, "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.

2.20. Permits. EV PASS has all franchises, permits, licenses and any similar authority necessary for the conduct of its business, the lack of which could reasonably be expected to have a Material Adverse Effect. EV PASS is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.21. No Assets or Real Property. Except as set forth on the most recent Financial Statements, EV PASSEV Pass does not have any assets of any kind. EV PASSEV Pass does not own or lease any real property.

2.22. Interested Party Transactions. Except as disclosed on Schedule 2.22, no officer, director or member of EV PASS or any affiliate or “associate” (as such term is defined in Rule 405 of the Commission under the Securities Act) of any such Person or entity, has or has had, either directly or indirectly, (a) an interest in any Person or entity which (i) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by EV PASS, or (ii) purchases from or sells or furnishes to, or proposes to purchase from, sell to or furnish EV PASS any goods or services; or (b) a beneficial interest in any contract or agreement to which EV PASS is a party or by which it may be bound or affected.

2.23. Intellectual Property. Except as disclosed on Schedule 2.23, EV PASS does not own, use or license any intellectual property in its business as presently conducted.

**Article III.**  
**REPRESENTATIONS AND WARRANTIES OF THE TRUST**

The Trust hereby represents, warrants and agrees that all of the statements in the following subsections of this Article III are true and complete as of the date hereof. As used herein, the term “Knowledge,” including the phrase “to the Trust’ knowledge,” shall mean the actual current knowledge of Eckardt C. Beck.

3.1. Authority. The Trust has the right, power, authority and capacity to execute and deliver each Agreement to which the Trust is a party, to consummate the transactions contemplated by this Agreement to which the Trust is a party, and to perform the Trust’s obligations under each Agreement to which it is a party. This Agreement has been duly and validly authorized and approved, executed and delivered by the Trust’s management. Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties thereto other than the Trust, this Agreement is duly authorized, executed and delivered by the Trust and constitutes the legal, valid and binding obligation of the Trust, enforceable against the Trust 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.

3.2. No Conflict. Neither the execution or delivery by the Trust of any Agreement to which each of the Trust is a party nor the consummation or performance by the Trust of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, any agreement or instrument to which the Trust is a party or by which the properties or assets of EV PASS are bound; or (c) contravene, conflict with, or result in a violation of, any law or order to which the Trust, or any of the properties or assets of the Trust, may be subject.

3.3. Litigation. Except as disclosed on Schedule 3.3, there is no pending Action against the Trust that involves the Acquisition Assets 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 EV PASS and, to the knowledge of the Trust, 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. The Trust 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. Purchase Entirely for Own Account. The Trust hereby confirms, that the CCGI Shares will be acquired for investment for the Trust'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 the Trust have no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Trust further represent that the Trust do 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. Accredited Investor. The Trust is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act.

3.7. Stock Legends. The Trust hereby agrees with CCGI as follows:

3.7.1. Securities Act Legend Accredited Investors. The certificates evidencing the CCGI Shares issued to the Trust will bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE COMPANY AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (3) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT, AND BASED ON AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT THE PROVISIONS OF REGULATION S HAVE BEEN SATISFIED.

3.7.2. 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.

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

3.8. Ownership of Shares. The Trust is both the record and beneficial owner of the EV PASS Interests. The Trust is not the record or beneficial owner of any other shares of EV PASS. The Trust have and shall transfer at the Closing, good and marketable title to the EV PASS 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.

3.9. Pre-emptive Rights. At Closing, no one shall have any pre-emptive rights or any other rights to acquire any interests of EV PASS that have not been waived or exercised.

#### **Article IV. REPRESENTATIONS AND WARRANTIES OF CCGI**

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

4.1 Incorporation. CCGI is a company duly incorporated, validly existing, and in good standing under the laws 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.

4.2 Authorized Shares. The authorized capital stock of CCGI consists of 500,000,000 shares of common stock, par value \$0.001 per share (the "Common Stock") and 40,000,000 shares of preferred stock, par value \$0.001 (the "Preferred Stock"). CCGI currently has 42,459,705 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. 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.

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 CCGI 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 June 30, 2012, (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of CCGI; 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 CCGI or affecting CCGI 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 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, CCGI 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 CCGI and has approved this Agreement and the transactions contemplated hereby.

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

The obligations of CCGI 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 EV PASS and the Trust. All representations and warranties made by EV PASS and the Trust 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. EV PASS 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.

(ii) Approval from the City of Syracuse relative to the assignment of the Trust's Site Agreement for the Farmer's Market Lot site.

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 EV PASS 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 EV PASS, EV PASS's performance of its obligations hereunder, and/or in furtherance of the transactions contemplated by this Agreement as CCGI and/or its counsel may reasonably request.

5.6 Documents. The Trust must have caused the following documents to be delivered to CCGI:

5.6.1 the Membership Interest Assignment, duly executed;

5.6.2 a Secretary's Certificate, dated the Closing Date, certifying attached copies of (A) the resolutions of the EV PASS Management and the Trust approving this Agreement and the transactions contemplated hereby and thereby; and (B) the incumbency of each authorized officer of EV PASS signing each Agreement to which EV PASS is a party;

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

5.6.4 a Certificate of Good Standing of EV PASS, dated as of a date not more than fifteen (15) business days prior to the Closing Date from each jurisdiction in which it is registered to conduct business;

5.6.5 a copy of the Operations Agreement, duly executed by the Trust and NYSERDA;

5.6.6 a copy of the Bleed-Out Agreement (attached hereto as Exhibit F), duly executed by the Trust;

5.6.7 a copy of the IP Assignment Agreement, duly executed by the Trust and EV Pass;

5.6.8 The Fee Agreement, duly executed by the Trust; and

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

5.7 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 EV PASS.

## **Article VI. CONDITIONS TO OBLIGATIONS OF THE TRUST**

The obligations of the Trust 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 the Trust in its sole discretion:

NYSERDA's approval, in writing, of the proposed Contract Management, Operations and Maintenance Agreement relative to the assignment to CCGI of the Trust's rights in the CNY Network. Upon execution of this Agreement, the parties shall seek such written approval at their earliest convenience.

6.1 Representations and Warranties of CCGI. All representations and warranties made by CCGI 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. CCGI 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. The Trust shall have received such certificates, instruments and documents in confirmation of the representations and warranties of CCGI, the performance of CCGI's obligations hereunder and/or in furtherance of the transactions contemplated by this Agreement as the Trust or its counsel may reasonably request.

6.6 Documents. CCGI must deliver to the Trust at the Closing:

6.6.1. Share certificates evidencing the CCGI Shares;

6.6.2. the Cash Payment;

6.6.3. the original Promissory Note, duly executed by CCGI;

6.6.4. a copy of the Operations Agreement, duly executed by CCGI

6.6.5. the Fee Agreement, duly executed by CCGI;

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

6.7 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 VII. INDEMNIFICATION**

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

7.2. Indemnification.

7.2.1. Indemnification Obligations in favor of the Trust. From and after the Closing Date until the expiration of the Survival Period, CCGI shall reimburse and hold harmless the Trust (each such Person and his heirs, executors, administrators, agents, successors and assigns is referred to herein as a "**Trust Indemnified Party** ") against and in respect of any and all damages, losses, settlement payments, in respect of deficiencies, liabilities, costs, expenses and claims suffered, sustained, incurred or required to be paid by any Trust Indemnified Party, and any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other procedures or investigation against any Trust Indemnified Party, which arises or results from a third-party claim brought against a EV PASS Indemnified Party to the extent based on a breach of the representations and warranties with respect to the business, operations or assets of CCGI. In no event shall any such indemnification payments exceed \$100,000 in the aggregate from CCGI. No claim for indemnification may be brought under this Section 7.2.1 unless all claims for indemnification, in the aggregate, total more than \$10,000.

7.2.2. Indemnification in favor of CCGI. From and after the Closing Date until the expiration of the Survival Period, the Trust will indemnify and hold harmless CCGI, CCGI Sub 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 losses, costs, damages, liabilities and expenses arising from claims, demands, actions, causes of action, including, without limitation, legal fees, (collectively, "Damages ") arising out of any (i) any breach of representation or warranty made by EV PASS or the Trust in this Agreement, and in any certificate delivered by EV PASS or the Trust pursuant to this Agreement, (ii) any breach by EV PASS or the Trust of any covenant, obligation or other agreement made by EV PASS or the Trust in this Agreement, (iii) a third-party claim based on any acts or omissions by EV PASS or the Trust, and (iv) any and all liabilities paid on behalf of EV PASS that exceed \$1,000 and that were incurred prior to Closing.

**Article VIII.**  
**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, 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 Trust, to:

Synapse Sustainability Trust, Inc.  
335 East Water Street  
Syracuse, New York 13202  
ATTN: Legal Counsel

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, 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. In the event this Agreement is signed without certain of the attachments, exhibits or schedules attached, the parties agree to negotiate such documents in good faith or deliver within seven (7) days of the execution of 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 Florida, and/or the United States District Court for Florida, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 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 Florida 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.

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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  
Name: Michael D. Farkas  
Title: Chief Executive Officer

**EV PASS LLC**

By: SYNAPSE SUSTAINABILITY  
TRUST, INC.,  
its sole member and managing member

By: /s/ Eckardt C. Beck  
Name: Eckardt C. Beck  
Title: Executive Director

**SYNAPSE SUSTAINABILITY TRUST, INC.**

By: /s/ Eckardt C. Beck  
Name: Eckardt C. Beck  
Title: Executive Director

**Schedule I**  
CNY Network Locations

**Schedule 2.3**

Subsidiaries and Equity Investments

**Schedule 2.5**

Compliance with Other Instruments

**Schedule 2.6**

Agreements

**Schedule 2.7**  
Litigation – EV Pass

**Schedule 2.12**

Tax Matters

**Schedule 2.13**

Liabilities



**Schedule 2.14**

Broker Fees

**Schedule 2.17**  
Employee Matters

**Schedule 2.22**

Interested Party Transactions

**Schedule 2.23**  
Intellectual Property

**Schedule 3.3**  
Litigation – The Trust

**Schedule 5.3**

Required Consents

- (i) NYSERDA's written approval of the assignment of the Contract Management, Operations and Maintenance Agreement transferring certain of the Trust's rights in the CNY Network to CCGI is condition to closing.
- (ii) Approval from the City of Syracuse relative to the assignment of the Trust's Site Agreement for the Farmer's Market Lot.

**Exhibit A**

Membership Interest Assignment Agreement

**Exhibit B**  
Operations Agreement



**Exhibit C**

Intellectual Property Assignment

**Exhibit D**  
Promissory Note

**Exhibit E**  
Fee Agreement

**Exhibit F**  
Bleed-Out Agreement



**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.**

\_\_\_\_\_, 2013

**PROMISSORY NOTE**

FOR VALUE RECEIVED, on or before the Maturity Date (as hereinafter defined), the undersigned CAR CHARGING GROUP, INC., a Nevada corporation with a mailing address of 1691 Michigan Avenue, Suite 601, Miami Beach, FL 33139 (hereinafter referred to as the "**Borrower**"), promises to pay to the order \_\_\_\_\_, its successors and/or assigns (hereinafter referred to as "**Holder**"), at such place as Holder may designate, the principal sum set forth under this Promissory Note (the "**Note**") under the following terms and conditions.

1. **Loan Amount and Interest Calculation.**

a. **Loan.** Borrower hereby promises to pay to the order of Holder, the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_) (the "**Loan**").

b. **No Interest.** The principal indebtedness evidenced by this Note and outstanding from time to time shall not bear interest unless there is an Event of Default (as defined below).

2. **Repayment Terms.**

a. **Periodic Payments.** This is an unsecured Note with repayment in the form of regular installment payments commencing on the three (3) month anniversary of the date of this Note, and on each subsequent three (3) month anniversary until the Maturity Date, equal to Twenty-Five Thousand dollars (\$25,000).

b. **Maturity Date.** The outstanding principal balance of this Note, together with all accrued and unpaid interest thereon (if any), shall mature and be due and payable to Holder on January 3, 2014 (the "**Maturity Date**"). On the Maturity Date, all unpaid principal, accrued interest and any and all other sums due hereunder shall be paid in full.

3. **Payments.**

a. All payments under this Note shall be made to Holder or its order, in lawful money of the United States of America and in immediately available funds and delivered to Holder by check or wire transfer to an account designated by written instructions delivered by Holder to Borrower. If a payment under this Note otherwise would become due and payable on a Saturday, Sunday or legal holiday, the due date thereof shall be extended to the next day which is not a Saturday, Sunday or legal holiday, and interest shall be payable thereon during such extension.

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b. Notwithstanding any provision in this Note, the total liability for payments of interest and payments in the nature of interest, including all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by the usury laws of the State of New York or the applicable laws of the United States of America, whichever shall be higher (the “**Maximum Rate**”).

c. In the event the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, which for any month or other interest payment period exceeds the Maximum Rate, all sums in excess of those lawfully collectible as interest for the period in question (and without further agreement or notice by, among or to the Holder the undersigned) shall be applied to the reduction of the principal balance, with the same force and effect as though the undersigned had specifically designated such excess sums to be so applied to the reduction of the principal balance and the Holder had agreed to accept such sums as a premium-free prepayment of principal; provided, however, that the Holder may, at any time and from time to time, elect, by notice in writing to the undersigned, to waive, reduce or limit the collection of any sums in excess of those lawfully collectible as interest rather than accept such sums as a prepayment of the principal balance. The undersigned does not intend or expect to pay nor does the Holder intend or expect to charge, accept or collect any interest under this Note greater than the Maximum Rate.

4. **Application of Payment and Pre-Payment**

a. This Note may be prepaid in whole or in part at any time without penalty.

b. Holder may apply any and all amounts received by it for application to the Loan evidenced hereby in such order and manner as the Holder in its discretion may determine. The undersigned understands and agrees that if for any reason the undersigned fails to pay any amount due under this Note on or before the date when due, the Holder shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Therefore, the undersigned agrees that any late charges described herein is a reasonable estimate of such damages and shall be payable not as a penalty or interest but as agreed and liquidated damages.

5. **Default, Penalties and Interest; Event of Default.** Each of the following events will constitute an “**Event of Default**” under this Note:

a. Borrower fails to make any payment, or perform any obligation, under this Note within ten (10) business days of the due date, which failure is not cured within thirty (30) days of the date that written notice of such failure is given by Holder to Borrower; or

b. Borrower fails to pay the entire remaining unpaid principal balance of this Note, together with any and all accrued and unpaid interest and costs on or before the Maturity Date; or

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

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

e. At any time that an Event of Default has occurred and is continuing for a period of ten (10) Business Days from the date of such Event of Default, (i) Holder may declare the entire remaining principal Loan balance immediately due and payable and (ii) Borrower shall be required to pay interest on the accelerated principal Loan balance at the Default Interest Rate of eight percent (8%) per annum.

6. **No Waiver of Rights by Holder.** Borrower recognizes that in case of an Event of Default, no extension, postponement, forbearance, delay or failure on the part of the Holder of this Note in the exercise of any power, right or remedy hereunder or any other applicable loan document or at law or in equity shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power, right or remedy. All rights, powers and remedies of the Holder shall be cumulative and may be exercised simultaneously or from time to time in such order and manner as the Holder in its sole discretion may elect.

7. **Costs, Indemnities And Expenses.**

a. Borrower shall pay any and all costs, fees and expenses (including attorneys' fees) incurred by Holder in connection with the exercise or enforcement of any of its rights, powers or remedies pursuant hereto, or to otherwise obtain judicial relief in connection with the transactions which are the subject of this Note, whether or not litigation has been commenced. Such entitlement or attorneys' fees shall not merge with the entry of a Final Judgment and shall continue post-judgment unless and/or until any and all indebtedness due Holder is fully satisfied.

b. Borrower expressly agrees that Holder shall not be required first to institute any suit or to exhaust its remedies against the undersigned or any other person or party to become liable hereunder or against any collateral or security for the loan evidenced hereby, in order to enforce this Note; and expressly agrees that, notwithstanding the occurrence of any of the foregoing, the undersigned shall be and remain, directly and primarily liable for all sums due under this Note.

9. **Governing Law.** This Note shall be governed by, and construed and enforced in accordance with the laws of the State of New York.

10. **Invalidity.** If any term, clause or provision of this Note shall be determined by any court to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such term, clause or provision shall not affect the legality, validity or enforceability of the remainder thereof or of any other term, clause or provision hereof, and this Note shall be construed and enforced as if such illegal, invalid or unenforceable term, clause or provision had not been contained herein, and all covenants, obligations and agreements shall be enforceable to the full extent permitted by law.

11. **Interpretation.** If this Note is signed by more than one person, then the term "Borrower" as used in this Note shall refer to all such persons jointly and severally, and all promises, agreements, covenants, waivers, consents, representations, warranties and other provisions in this Note are made by and shall be binding upon each and every undersigned person, jointly and severally. Whenever used in this Note, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender include the other genders, all as may be appropriate. Captions and paragraph headings in this Note are for convenience only and shall not affect its interpretation.



12. **Arbitration.** All claims and disputes arising under or relating to this Note are to be settled by binding arbitration in the State of Florida, or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial law, and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Borrower has executed this Note without condition that anyone else should sign the same or become bound thereunder, and without any other condition whatsoever. The failure of any witness to sign as witness or the failure of this Note to be notarized shall not affect the validity of this Note.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR PROMISSORY NOTE]

**BORROWER:**

CAR CHARGING GROUP, INC., a Nevada corporation

By: \_\_\_\_\_  
Michael D. Farkas, Chief Executive Officer

**ACKNOWLEDGED BY HOLDER:**

By: \_\_\_\_\_

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**REVENUE SHARING AGREEMENT**

THIS REVENUE SHARING AGREEMENT (this "Agreement") is executed this 3<sup>rd</sup> day of April, 2013 (the "Closing Date") by and between EV Pass Holdings, LLC ("EVP Holding"), a wholly owned subsidiary of Car Charging Group, Inc. ("CCGI") located at 1691 Michigan Ave, Suite 601, Miami Beach, FL 33139, and Synapse Sustainability Trust, Inc. (the "Trust"), a New York not for profit corporation, located at 335 East Water Street, Syracuse, NY 13202.

**WITNESSETH:**

WHEREAS, CCGI and the Trust entered into the Equity Exchange Agreement (the "Equity Exchange Agreement") dated February 19, 2013, whereby the Trust transferred all of its membership interests in EV Pass, LLC ("EV Pass") to EVP Holding for, among other things, 671,141 shares of CCGI restricted common stock (the "CCGI Shares"), \$100,000 in cash payable in four equal quarterly installments; and

WHEREAS, pursuant to the terms of the Equity Exchange Agreement, the parties agreed that the Trust was entitled to receive 3.6% of the revenues (net of electricity, taxes and payment processing fees) earned from all current and future electric vehicle ("EV") charging units installed at any of the 68 locations specified in Schedule I of the Agreement (the "CNY Network").

NOW THEREFORE, for and in consideration of the good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT****1. Revenue Sharing.**

a. Commencing on the Closing Date and for any and all EV charging station Transactions in the CNY Network consummated after such date, CCGI shall pay to the Trust three and six tenths percent (3.6%) of the revenues (net of electricity, taxes and payment processing fees) earned from all current and future EV charging units installed in the CNY Network (the "Revenue Payments").

b. Definitions. A "Transaction" under this Agreement is defined as an Installation of the ChargePoint system by CCGI on the property owned, leased or managed by a client. "Installation" shall mean in-the-ground installation of a car charging unit at a location chosen by a client pursuant to the terms of a fully-executed CCGI Exclusive Electric Car Charging Services Contract.

**2. Relationship of the Parties.** The Trust acknowledges that it has its own independently established business which is separate and apart from CCGI. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose. CCGI shall not be responsible for withholding taxes with respect to the Trust's Revenue Payments (if any) hereunder or in the future. The Trust shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to the Trust pursuant to this Agreement. Notwithstanding the provisions of this paragraph, in the event any such taxes or payments are ever assessed against CCGI, the Trust shall reimburse CCGI promptly for all sums paid by CCGI, including any interest or penalties. The acceptance and consummation of any Transaction shall be subject to acceptance of the terms and conditions by CCGI in its sole and absolute discretion.

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**3. Confidential Information.** All non-public information regarding CCGI of any nature and in any form or medium, including but not limited to written, oral, electronic or visual, which the Trust may obtain from any source, or is made available to the Trust in the course of performing services under this Agreement shall be deemed "Confidential Information". The Trust shall not use or disclose to others, without the express written consent of CCGI. Confidential Information shall include any reports, recommendations, analyses or information, technical or otherwise.

a. The Trust represents that its compliance with this Section will not prohibit, restrict or impair the performance of its obligations under this Agreement. The parties hereto acknowledge that disclosure or misuse of Confidential Information may result in irreparable harm to CCGI, the amount of which may be difficult to ascertain and which could not be adequately compensated for by monetary damages and that, therefore, CCGI is entitled to injunctive relief to enforce compliance with the terms of this Agreement. Such right of injunctive relief shall be in addition to remedies otherwise available at law and in equity, including monetary damages.

**4. Assignment.** The Trust shall have the right to assign this Agreement to a third party only upon the consent of CCGI; however, the Trust may assign its fees due hereunder without such consent.

**5. Authority.** Each party represents and warrants that (a) it has the authority to execute and carry out the terms of this Agreement and (b) its signatory to this Agreement is authorized to bind that party to the terms of this Agreement.

**6. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements and negotiations, whether written or oral, with respect thereto. This Agreement shall not be waived, altered or amended except in writing executed by each party.

**7. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The parties agree that a signature page to this Agreement that is executed by a party and transmitted via facsimile or email transmission shall have the same force and effect as an original signature page.

**8. Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties or their respective heirs, successors and assigns any rights, remedies, obligations, or other liabilities under or by reason of this Agreement.

**9. Arbitration.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Florida, or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees to the prevailing party. Any such arbitration shall be conducted by an arbitrator experienced in labor and employment law and/or commercial law, and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. The prevailing party shall be entitled to reimbursement pursuant to Section 10, herein.

**10. Attorney's Fees.** In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees on both trial and appellate levels.

**11. Notices:** Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service to the address listed on the signature page of this Agreement.

**12. Severability.** In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

SIGNATURE PAGE TO FOLLOW

[SIGNATURE PAGE TO REVENUE SHARING AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Revenue Sharing Agreement as of the date first written above.

EVP HOLDING, LLC

SYNAPSE SUSTAINABILITY TRUST, INC.

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

By: /s/ Eckardt C. Beck  
Name: Eckardt C. Beck  
Title: Executive Director







Re: Board of Directors Offer Letter Agreement

Dear Mr. Beck,

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

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

**Start Date:** The date your appointment is formally approved by the Board of Directors of the Company (the "Effective Date") shall constitute your starting date. You will serve as member of the Board until the annual meeting for the year in which your term expires or until your successor has been elected and qualified, subject however, to your prior death, resignation, retirement, disqualification or removal from office.

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

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

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

**Compensation:** During your term as a member of the Board, in consideration of your services, you will receive the following: (i) upon execution of this Agreement, 50,000 fully paid and nonassessable shares (the "Shares") of Company restricted common stock (the "Common Stock") and an option to purchase up to 12,000 shares of Common Stock at an exercise price per share equal to \$0.01 above the closing price on the date of issuance; (ii) on each anniversary of the Effective Date, options to purchase up to 12,000 shares of Common Stock at an exercise price per share equal to \$0.01 above the closing price on the date of issuance; (iii) options to purchase up to 5,000 shares of Common Stock for your attendance at any Company Board meeting at an exercise price equal to \$0.01 above the closing price on the date of issuance; (iv) a nominal fee of \$1,500 (the "Nominal Fee") for each Board Meeting you attend and (v) should you become chairman of any committee of the Board, \$1,500 per committee meeting you attend (the "Additional Fee").

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At the option of the Company, the Nominal Fee and the Additional Fee may be paid in Company Common Stock, at a value of two times its cash value. All options given under this Agreement shall be non-cashless, shall vest after a period of two (2) years and shall expire five (5) years from the date of issue.

**Sale Restrictions.**

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

Any subsequent issuance to and/or acquisition by you of Common Stock or options or instruments convertible into Common Stock shall be subject to the restrictions contained herein.

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

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

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

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

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

**Expenses:**

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

**Indemnification:**

You will receive indemnification as a director of the Company to the maximum extent extended to directors of the Company generally, as set forth in the Company's Certificate of Incorporation and bylaws.

**D&O Insurance:**

During your term as a member of the Board, the Company shall include you as an insured under an officers and directors insurance policy, with current coverage of five million dollars (\$5,000,000) for all losses in the aggregate, including defense costs.

**Service For Others:**

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

**No Assignment:**

Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the Company.

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

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**Confidential  
Information:**

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

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

- i. Any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; or
- ii. Any information that is related to the business of the Company and is generally not known by non-Company personnel.
- iii. By way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

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

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

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

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

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

**Termination and Resignation:**

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

**Governing Law:**

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

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**Entire Agreement:**  
**Amendment:**  
**Waiver:**  
**Counterparts:**

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

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

Sincerely,

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

*Accepted and Agreed:*

By: /s/ Eckardt C. Beck  
Name: Eckardt C. Beck  
Date: April 3, 2013

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**FOR IMMEDIATE RELEASE****CarCharging™ Completes Acquisition of EVPass® and its Electric Vehicle Charging Stations Throughout Central New York*****As Electric Car Sales Continue to Set Records, CarCharging Completes Acquisition of Second EV Charging Provider in New York***

**April 16, 2013 - Miami Beach, Fla.** - Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging"), a nationwide provider of convenient electric vehicle (EV) charging services, announced the closing of its acquisition of EVPass LLC., which specializes in building destination and location networks for EV charging, and its Central New York Destination Location Network ("CNY Network"), from Synapse Sustainability Trust, Inc., a 501c-3 organization based in Syracuse, New York.

CarCharging now owns and operates the EV charging stations formerly operated by EVPass. The EVPass charging stations were deployed in partnership with the New York State Energy Research and Development Authority ("NYSERDA"), and are strategically located throughout Central New York, including Syracuse, Rome, and the surrounding areas. The destination locations are comprised of shopping malls, including DestinyUSA, one of the largest shopping malls in the Northeast; higher education institutions such as SUNY-ESF; venues such as the JFK Arena in Rome, NY and the Oncenter Convention Center in Syracuse, NY; as well as 39 downtown commuter parking locations in Syracuse, NY. CarCharging will also administer the pending NYSERDA grant awarded to EVPass, which includes installing EV charging stations throughout Upstate New York.

"Electric Vehicle sales continue to set records," said Michael D. Farkas, CEO of CarCharging. "March 2013 was the best month of sales ever for the Nissan LEAF, surpassing even Renault-Nissan CEO Carlos Ghosn's expectations, and Tesla's Model S sold more than any other EV. We intend to support the EV market by expanding the availability of EV charging services, not only in New York, but throughout the country."

CarCharging also finalized the appointment of Eckardt C. Beck, the Executive Director of Synapse Sustainability Trust, to its Board of Directors.

"Mr. Beck has an extensive background working with government agencies and private companies to develop environmental policies and programs, and we are extremely excited about having him join our Board of Directors," said Mr. Farkas.

After developing the first ever Clean Air Act State Air Implementation Plan (SIP) in Connecticut, Mr. Beck served two US Presidents, and managed the national water and waste programs for the Environmental Protection Agency (EPA). He earned the Presidential Distinguished Executive Award for chairing the development of the National Toxic Strategy for the EPA, an environmental policy roadmap that has been followed for the past 40 years. Mr. Beck then moved to the private sector, where he founded and built the largest analytic testing and data processing laboratory in the USA. He also led the leveraged buyout of an environmental company listed on the New York Stock Exchange, and subsequently became the owner/operator of, among other things, the nation's largest sewage treatment company. Following successful exits from those businesses, Mr. Beck founded Synapse Partners, LLC, which is now the largest aggregator of environmental insurance in the USA. He also founded Synapse Sustainability Trust, Inc., which incubated the development of the trailblazing models of regional EV transportation, EVPass and the CNY Network.

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Both CarCharging and EVPass 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](http://www.CarCharging.com) and the ChargePoint® mobile application for iPhone, Android, and Blackberry phones, which 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 Beach, Florida with offices in California, New York, 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 65 strategic partnerships across various business sectors. CarCharging's partners manage or own a total of more than 6.5 million parking spaces, and include, but are not limited to Ace Parking, Central Parking, Equity One, Equity Residential, Walgreens, Simon Property Group, Pennsylvania Department of Environmental Protection, City of Miami Beach (FL), and the City of Santa Clara (CA). CarCharging's services utilize EV charging stations manufactured by ChargePoint®.

For more information about CarCharging, please visit [www.CarCharging.com](http://www.CarCharging.com).

#### **About EVPass**

EVPass® LLC. specializes in building destination and location networks for electric vehicle (EV) charging. The Central New York Destination Location Network ("CNY Network"), a system of 68 EV charging stations throughout central New York, including Syracuse, Rome, and the surrounding areas, was developed in conjunction with EVPass and deployed in partnership with the New York State Energy Research and Development Authority ("NYSERDA"). The CNY Network was the first area wide transportation plan in the US to be based on the concept of providing charging stations "where the car wants to go, not where it lives."

The CNY Network locations include DestinyUSA, higher education institutions such as SUNY-ESF, venues such as the JFK Arena in Rome, NY and Oncenter Convention Center, as well as 39 downtown commuter parking locations in Syracuse, NY.

For more information about EVPass, please visit [www.MyEVPass.com](http://www.MyEVPass.com).

**Forward-Looking Safe Harbor Statement**

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

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**CarCharging****Investor Relations:**

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

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