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 22, 2013**

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

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

1691 Michigan Avenue, Suite 601
Miami Beach, Florida 33139
(Address of principal executive offices) (Zip Code)

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).

☐ Soliciting material pursuant to Rule I4a-12 under the Exchange Act (17CFR240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Cautionary Note on Forward-Looking Statements

This Current Report on Form 8-K and any related statements of representatives and partners of the Company contain, or may contain, among other things, certain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements involve significant risks and uncertainties. Such statements may include, without limitation, statements with respect to the Company's plans, objectives, projections, expectations and intentions and other statements identified by words such as "projects," "may," "will," "could," "would," "should," "believes," "expects," "anticipates," "estimates," "intends," "plans," or similar expressions. These statements are based upon the current beliefs and expectations of the Company's management and are subject to significant risks and uncertainties, including those detailed in the Company's filings with the Securities and Exchange Commission. Actual results (including, without limitation, the results of the Illinois Lawsuit (as defined below) and the integration of the business of 350 Green (as defined below) into the Company's business) may differ significantly from those set forth in the forward-looking statements. These forward-looking statements involve certain risks and uncertainties that are subject to change based on various factors (many of which are beyond the Company's control). The Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

Item 1.01 Entry into a Material Definitive Agreement.

350 Green Acquisition

Equity Exchange

On April 22, 2013 (the "Closing Date"), Car Charging Group, Inc. (the "Company") entered into an addendum (the "Addendum") to an equity exchange agreement, dated March 8, 2013 (the "Exchange Agreement "), by and among the Company, 350 Holdings, LLC, a Florida limited liability company ("CCGI Sub"), 350 Green, LLC, a Virginia limited liability company ("350 Green"), Mariana Gerzanych ("Gerzanych"), and Timothy Mason ("Mason" and, together with Gerzanych, the "350 Members") for the acquisition of 350 Green.

350 Green operates a scalable network of plug-in electric vehicle ("EV") charging stations across the U.S. It distributes its stations by partnering with retail hosts at select, high-traffic shopping centers and other places where EV drivers live and work, to create an expansive and convenient network of EV charging locations.

Pursuant to the Addendum, the Company (through CCGI Sub) acquired all the membership interests of 350 Green from the 350 Members in exchange for $1,250,000 of which: (a) $750,000 was paid in the form of unregistered shares of the Company's common stock, par value $0.001 (such shares, the "Exchange Shares"), and (b) $500,000 was paid in the form of a promissory note (the "Promissory Note") payable to the 350 Members (the "Equity Exchange"). The Promissory Note does not bear interest and is payable in the following installments: (i) a payment of $10,000 on the Closing Date, (ii) an additional $10,000 payment on the thirty (30) day anniversary of the Closing Date, and (iii) monthly installments in the amount of $20,000 thereafter until paid in full.

Right of First Refusal Agreement

In connection with the Equity Exchange, the Company entered into a right of first refusal agreement (the "ROFR Agreement") between the Company and the 350 Members pursuant to which the Company obtained a right of first refusal to participate in any and all EV charging and infrastructure related business opportunities presented to the 350 Members for one (1) year following the Closing Date. If the Company participates in business opportunities presented to it by the 350 Members pursuant to the ROFR Agreement that results in the Company installing EV charging stations (each an "EV Station"), the Company shall pay the 350 Members $250 for the first station, $125 for each additional EV Station, and 1% of any revenues generated by each EV Station for five (5) years from date of installation. The 350 Members are not currently, and will not be, affiliated with, nor employees of, the Company in any way in the future.

The foregoing description of the terms of the Exchange Agreement, Addendum, Promissory Note, and ROFR Agreement 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, 2.2, 10.1, and 10.2 to this Current Report on Form 8-K (this "Report").

Approval and Release from City of Chicago

On October 19, 2010, 350 Green was awarded a grant from the City of Chicago to install and maintain an EV charging network throughout the city pursuant to a grant agreement (the "Grant"). On or about June 14, 2012, the City of Chicago delivered a Notice of Default to 350 Green citing, among other deficiencies, that all work had stopped on the Grant project because of 350 Green's failure to pay its subcontractors and that 350 Green had made misrepresentations with regard to such payments and financial obligations. On February 5, 2013, the Company and the City of Chicago accepted a Preliminary Terms of Approval of Transfer of Grant Agreement (the "Terms of Approval") that set forth (i) that the Company will be allowed to receive assignment of the Grant if it, among other criteria, settles all of the outstanding claims by the unpaid subcontractors and finishes the Grant project pursuant to a revised scope and budget and (ii) that the City of Chicago will release 350 Green and the Company from any and all liability with respect to misrepresentations regarding payments and financial obligations made by 350 Green prior to the Closing Date. The individual members of 350 Green will not receive a release as part of this settlement with the City of Chicago.

On March 1, 2013, the City of Chicago delivered approval of the Equity Exchange (the "Chicago Approval").

The foregoing description of the terms of the Terms of Approval and the Chicago Approval do not purport to be complete and are qualified in their entirety by reference to the provisions of such agreements filed as exhibits 10.3 and 10.4 to this Report.

Item 2.01 Completion of Acquisition or Disposition of Assets.

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

On April 22, 2013, the Company acquired 350 Green, and 350 Green became a wholly-owned subsidiary of CCGI Sub.

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"). The Company's 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 the Company; (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 the Company.

Item 8.01 Other Events.

Litigation with 350 Green

On March 8, 2013, the Company, and its subsidiary CCGI Sub entered into the Exchange Agreement with 350 Green and the 350 Members (collectively "350"), wherein CCGI Sub would purchase the membership interests of 350 Green (the "Transaction"). The 350 Members subsequently refused to close the Transaction

As a result of the 350 Members' refusal to close the Transaction, on April 9, 2013, the Company and CCGI Sub, filed a lawsuit against 350 Green, the 350 Members, and JNS Holdings Corporation ("JNS Holdings") in the United States District Court for the Southern District of New York, entitled *Car Charging Group, Inc., et al. v. 350 Green, LLC and JNS Holdings Corporation*, Case No.: 13-cv-2389. The Company and CCGI Sub filed an eight (8) count complaint, seeking, among other relief, the following: (i) damages based on counts of breach of contract and breach of the implied covenant of good faith and fair dealing; against 350; (ii) specific performance by 350 under the terms of the Exchange Agreement; (iii) a permanent injunction to prevent 350 from selling any assets to JNS Holdings; and, (iv) damages due to JNS Holdings' tortious interference with the Company and 350 Holdings' contractual relations with 350. The Company took the position that under Florida law, which governed the Exchange Agreement, 350 breached the terms of the Exchange Agreement by refusing to close, as Florida law holds that time is not of the essence unless expressly provided for in a contract.

An evidentiary hearing on the Company's request to temporarily enjoin 350 Green from selling its Chicago assets to JNS Holdings was scheduled to take place on April 30, 2013. However, on April 22, 2013, the Company, 350 Holdings and 350 settled the litigation via the execution of an Addendum to the Exchange Agreement as described in Item 1.01 of this Current Report, formally closing the Transaction as of April 22, 2013. Consequently, upon notification to the Court that the matter had been settled as between the Company, CCGI Sub, 350 Green and the 350 Members, the litigation was dismissed by the Court on April 23, 2013, with the caveat on the Court docket that said dismissal was without prejudice and that the Company and 350 Holdings had the right to reopen same if the settlement was not consummated.

Notwithstanding the fact that JNS had been on direct actual notice of the Exchange Agreement between 350 Green, the Company and CCGI Sub, during the period between April 4, 2013 through April 17, 2013, JNS Holdings, or its subsidiary, negotiated with 350 Green to purchase certain 350 Green assets located in the City of Chicago, and executed an Asset Purchase Agreement (the "APA") intending to memorialize same. The APA did not purport to cover any assets of 350 Green other than those in the City of Chicago. As such, in conjunction with the agreed dismissal of the New York litigation, the Company and CCGI Sub, to avoid unnecessary litigation over issues regarding personal jurisdiction, filed a new action against JNS Holdings and JNS Power Corp. (collectively, "JNS") in the United States District Court for the Northern District of Illinois entitled *Car Charging Group, Inc., et al, v. JNS Holdings Corporation, et al*, Case No. 13-cv-03124 (the "Illinois Lawsuit").

In the Complaint in the pending Illinois Lawsuit, the Company and CCGI Sub alleged one count of tortious interference with contract and seek a declaratory judgment to have the Court declare the APA null and void. It is the Company's position that due to the pre-existing Exchange Agreement between the Company, CCGI Sub, and 350, of which JNS had actual notice, 350 Green was prohibited as a matter of law from executing the APA. Further, JNS, despite having actual prior knowledge of the Exchange Agreement and the request for an injunction in the New York Lawsuit, still chose to expedite the purchase of the Chicago assets of 350 Green. Therefore, it is the Company's position that the APA is null and void and could never be binding on 350 Green. The Company is evaluating whether to amend it current complaint against JNS to seek additional damages arising out of JNS's actions in Chicago. While the Company believes that it will prevail in the Illinois Lawsuit, the possibility exists that the Company may be required to sell the Chicago assets and pay JNS' costs and attorneys' fees in accordance with the terms of the APA. In such an instance, JNS would also be required to assume approximately $1.6 million of 350 Green's liabilities.

Press Release

On May 2, 2013, the Company issued a press release announcing the acquisition of 350 Green, a copy of which is attached to this Report as Exhibit 99.1.

Item 9.01 Financial Statement and Exhibits

(b) Pro Forma Financial Information

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

(d) Exhibits

Exhibit Number	Description
2.1	Equity Exchange Agreement, dated March 8, 2013, by and among Car Charging Group, Inc., CCGI Sub, 350 Green, Mariana Gerzanych, and Timothy Mason.
2.2	Addendum to Exchange Agreement, dated April 22, 2013, by and among Car Charging Group, Inc., CCGI Sub, 350 Green, Mariana Gerzanych, and Timothy Mason.
10.1	Form of Promissory Note.
10.2	Right of First Refusal Agreement, dated April 22, 2013, by and among Car Charging Group, Inc,. Mariana Gerzanych, and Timothy Mason.
10.3	Preliminary Terms of Approval of Transfer of Grant Agreement, dated February 5, 2013.
10.4	Letter of Approval from City Chicago, dated March 1, 2013.
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: May 9, 2013

Car Charging Group, Inc.

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

Exhibit 2.1

EQUITY EXCHANGE AGREEMENT

by and among

CAR CHARGING GROUP, INC.,
a Nevada Corporation,

350 HOLDINGS, LLC
A Florida Limited Liability Company,

350 GREEN LLC,
a Virginia Limited Liability Company,

and

ALL OF THE MEMBERS OF 350 GREEN, LLC

Dated as of March 8, 2013

EQUITY EXCHANGE AGREEMENT

THIS EQUITY EXCHANGE AGREEMENT (this "**Agreement**"), dated as of March 8, 2013 (the "**Effective Date**"), by and among Car Charging Group, Inc., a Nevada corporation ("**CCGI**"), 350 Holdings, LLC, a Florida limited liability company ("**CCGI Sub**"), and together with CCGI, the "**CCGI Entities**"), 350 Green LLC, a Virginia limited liability company ("**350**"), and Mariana Gerzanych and Timothy Mason (collectively the "**350 Members**").

WHEREAS, the parties hereto desire to consummate the transactions contemplated herein, pursuant to which: (a) CCGI will issue to the 350 Members, or their designees, 1,111,111 shares, representing One Million Five Hundred Thousand Dollars ($1,500,000) worth of shares (collectively, the "**CCGI Shares**"), of its common stock, par value $0.001 per share (the "**Common Stock**") at a value to be determined by the twenty (20) trading day average closing price prior to the Effective Date, and (b) the 350 Members will transfer to CCGI Sub, all of the membership interests of 350 (collectively, the "**350 Interests**"); and

WHEREAS, CCGI believes it is in its best interest and the best interest of its stockholders to acquire the 350 Interests in exchange for the CCGI Shares, 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 securities transaction exempt from registration or qualification under the Securities Act of 1933, as (the "**Securities Act**").

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

Article I.
EXCHANGE OF CCGI SHARES FOR 350 INTERESTS

1.1 Agreement to Exchange CCGI Shares for 350 Interests. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement: (i) the 350 Members shall assign, transfer, convey and deliver the 350 Interests to CCGI Sub; (ii) the 350 Members shall direct that the CCGI Shares be distributed to the recipients set forth on Schedule 1.1 hereto (the "**Share Recipients**"); and (iii) CCGI shall, concurrent to 350's actions above, deliver written instructions to its transfer agent to issue stock certificates so evidencing such CCGI Shares to the Share Recipients.

1.2 Closing. The closing of the Equity Exchange shall take place on the date on which the all the preconditions set forth in Article V and Article VI have either been satisfied or waived (the "**Closing**" or "**Closing Date**"). Closing shall take place no later than ten (10) business days after the Effective Date.

1.3 Officers of 350 at Closing Date. On the Closing Date, Mariana Gerzanych and Timothy Mason shall each resign from each officer position held at 350 and immediately thereafter, Michael D. Farkas shall be appointed Chief Executive Officer, Secretary and Treasurer of 350 and Andy Kinard shall be appointed President of 350. Such resignations shall be conditional upon the 350 Members' receipt of the CCGI Shares described in Section 1.1.

1.4 Registered Agent of 350 at Closing Date. On the Closing Date, Timothy Mason shall resign as Registered Agent for 350 in all jurisdictions for which he is listed and immediately thereafter, a new registered agent, as designated by CCGI Sub shall be appointed. Such resignations shall be conditional upon the 350 Members' receipt of the CCGI Shares described in Section 1.1.

Article II.
REPRESENTATIONS AND WARRANTIES OF 350

350 represents, warrants and agrees that all of the statements in all of the following subsections of this entire Article II are true and complete as of the date hereof. As used herein, the term "knowledge," including the phrase "to 350's knowledge," shall mean the actual current knowledge of Mariana Gerzanych and/or Timothy Mason.

2.1 Corporate Organization.

2.1.1 350 is a limited liability company duly organized under the laws of the State of Virginia. Schedule 2.1.1 contains a list of: (i) the states in which 350 has formally registered to do business; and (ii) all states in which 350 has operations or assets.

2.1.2 Copies of the certificate of organization and operating agreement of 350 with all amendments thereto, as of the date hereof (the "**350 Charter Documents**"), have been furnished to CCGI, and such copies are accurate and complete as of the date hereof. The minute books of 350 are current as required by law, contain the minutes of all meetings of the management and members of 350 from its date of organization to the date of this Agreement, and adequately reflect all material actions taken by the management and members of 350. 350 is not in violation of any of the provisions of the 350 Charter Documents.

2.2 Capitalization of 350.

2.2.1 The entirety of the membership interests in 350 are owned in equal parts by Mariana Gerzanych and Tim Mason.

2.2.2 All of the issued and outstanding membership interests of 350 immediately prior to this Equity Exchange are, and all membership interests in 350 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 350, 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 350 or any 350 Interests, or any voting trusts, proxies or other agreements, understandings or restrictions with respect to the voting of 350'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 350 is a party or by which it is bound with respect to any equity security of any class of 350. 350 is not a party to, and it has no knowledge of, any agreement restricting the transfer of any membership interests of 350. The transfer of all of the shares of 350 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 350 has any right to rescind or bring any other claim against 350 for failure to comply with the Securities Act, the Securities Exchange Act of 1934 (the "**Exchange Act**"), or state securities laws.

2.2.3 There are no outstanding contractual obligations (contingent or otherwise) of 350 to retire, repurchase, redeem or otherwise acquire any outstanding shares of capital stock of, or other ownership interests in, 350 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. 350 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. 350 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 (the "**Transaction Agreements**"), to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by 350 and the consummation by 350 of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate actions of 350, and no other corporate proceedings on the part of 350 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 350 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. 350 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, 350 is not in violation or default: (i) of any provisions of the 350 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 350, the violation of any of which would have a Material Adverse Effect on the activities, business, operations properties, assets, condition or results of operation of 350. Except as disclosed on Schedule 2.5, neither the execution and delivery of this Agreement by 350, nor the consummation by 350 of the transactions contemplated hereby will: (i) contravene, conflict with, or violate any provision of the 350 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 350 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 350 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 350's assets, including without limitation the 350 Interests.

For the purposes of this Agreement, "**Material Adverse Effect**" means, when used with respect to a party, 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 such party, or materially impair the ability of such party to perform its obligations under this Agreement, excluding any change, effect or circumstance resulting from: (i) the announcement, pendency or consummation of the transaction contemplated by this Agreement; or (ii) changes in the United States securities markets generally.

2.6 Agreements. Except as disclosed on Schedule 2.6, 350 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 Five Thousand Dollars ($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 350 Interests or the securities to be delivered pursuant to this Agreement.

350 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 "**350 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 350, currently threatened against 350 or any of its affiliates, that may affect the validity of this Agreement or the right of 350 to enter into this Agreement or to consummate the transactions contemplated hereby or thereby. Except as disclosed on Schedule 2.7, there is no Action pending or, to the knowledge of 350, currently threatened against 350 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 350 or any of its affiliates. Neither 350 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 350 or any of its affiliates relating to 350 currently pending or which 350 or any of its affiliates intends to initiate.

2.8 Compliance with Laws. Except as disclosed on Schedule 2.8, 350 has been and is in compliance with, and has not received any notice of any violation of any, applicable law, order, ordinance, regulation or rule of any kind whatsoever, including, without limitation, the Securities Act, the Exchange Act, the applicable rules and regulations of the SEC or the applicable securities laws and rules and regulations of any state.

2.9 Financial Statements. Attached hereto as Schedule 2.9, are 350's unaudited financial statements as of and for the fiscal quarters ended September 30, 2011, December 31, 2011, , and September 30, 2012, December 31, 2012 and March 5, 2013 (including balance sheet, income statement; collectively, the "**350 Financial Statements**"). The 350 Financial Statements have not been prepared in accordance with generally accepted accounting principles applicable in the United States of America ("**U.S. GAAP**").

2.9.1 CCGI will use its best efforts to complete an audit of 350 with the time frame set forth by the SEC. Following Closing, in the event (i) the accounts, books, registers, ledgers, meeting minutes, explanations, clarifications, financial records and/or other records of whatsoever kind of 350 are not submitted by the 350 Members as required or requested by the auditors conducting an audit of 350 within the time period required for the auditors to be able to timely submit an audit to the SEC, or (ii) if the auditors conducting the audit determine that 350 is not auditable because the 350 Members have not cooperated or because additional material discrepancies or facts arise as a result of the procedures performed by the auditors, the parties agree that to the extent possible, the transaction contemplated hereby shall be cancelled and each party agrees to execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this provision, including without limitation the delivery of the following documents: (i) Letter to CCGI and CCGI's Transfer Agent executed by each Share Recipient authorizing the cancellation of the CCGI Shares, (ii) the share certificates representing the CCGI Shares endorsed with a stock power medallion signature and (iii) an Assignment of 350 Interests executed by CCGI Sub to each 350 Member (collectively, the "**Cancellation Documents**"). On or after the Closing, in the event the auditors conducting the audit issue a formal written opinion declaring 350 to be auditable, the transaction contemplated hereby shall not be cancellable for any reason. From Closing until the earlier of (i) the completion of the audit of 350, (ii) the release by the auditors of the 350 Members from the audit process of 350 or (iii) the determination in writing by the auditors that 350 is definitively auditable or not auditable, CCGI shall pay to the 350 Members a total of Five Thousand Dollars ($5,000) per month in return for their full cooperation with the auditors and the audit process. Such payments shall be made in arrears on the fifteenth of each month and shall be prorated to reflect the actual number of days elapsed.

2.10 Employee Benefit Plans. 350 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.

2.11 Tax Returns, Payments and Elections. Except as disclosed on Schedule 2.11, 350 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 350 has timely paid all Taxes due and adequate provisions have been and are reflected in 350's Financial Statements for all current taxes and other charges to which 350 is subject and which are not currently due and payable. None of 350's federal income Tax Returns have been audited by the Internal Revenue Service. 350 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 350 for any period, nor of any basis for any such assessment, adjustment or contingency. 350 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.

2.11.1 Tax Credits. Since inception 350 has not sold, conveyed, transferred or otherwise hypothecated any tax credits that may have arisen from the operation of its business.

2.12 No Liabilities, Debt Obligations. Except as disclosed on Schedule 2.12(a) as an Account Payable, disclosed as a liability on the financial statements attached as Schedule 2.9 or deemed to be unearned revenues or grants as listed on Schedule 2.12(b) to 350's knowledge upon the Closing Date, 350 will have no debt, obligations or liabilities of any kind whatsoever other than with respect to the transactions contemplated hereby. 350 is not a guarantor of any indebtedness of any other Person, entity or corporation.

2.13 No Broker Fees. Except as disclosed on Schedule 2.13, no brokers, finders or financial advisory fees or commissions will be payable by or to 350 or any of its affiliates with respect to the transactions contemplated by this Agreement.

2.14 No Disagreements with Accountants and Lawyers. Except as disclosed on Schedule 2.14, there are no disagreements of any kind presently existing, or anticipated by 350 to arise, between 350 and any of its currently engaged or formerly engaged accountants and/or lawyers formerly or presently engaged by 350.

2.15 Disclosure. This Agreement and any certificate attached hereto or delivered in accordance with the terms hereby by or on behalf of 350 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.

2.16 Employee Matters.

2.16.1 As of the date hereof, 350 employs no full-time employees and no part-time employees and no consultants or independent contractors. Schedule 2.16.1 sets forth a detailed description of all consultants currently engaged by 350 and all compensation, including salary, bonus, severance obligations, and deferred compensation paid or payable for each officer, employee, consultant and independent contractor of the Company who received compensation in excess of Forty Thousand Dollars ($40,000) for the fiscal quarter ended December 31, 2012.

2.16.2 Except as disclosed on Schedule 2.16.2 350 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. Except as disclosed on Schedule 2.16.2, 350 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. 350 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 350 and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing.

2.16.3 To 350's knowledge, no employee intends to terminate employment with 350 or is otherwise likely to become unavailable to continue as an employee, nor does 350 have a present intention to terminate the employment of any employee. The employment of each employee of 350 is terminable at the will of 350. Except as required by law, no severance or other payments will become due upon or in connection with the termination of employment of any 350 employee. 350 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.

2.16.4 Except as disclosed on Schedule 2.16.4, 350 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 350.

2.16.5 350 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 350, has sought to represent any of the employees, representatives or agents of 350. There is no strike or other labor dispute involving 350 pending, or to 350's knowledge, threatened, which could have a Material Adverse Effect, nor is 350 aware of any labor organization activity involving its employees.

2.16.6 Except as disclosed on Schedule 2.16.6, to 350'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.

2.17 Absence of Certain Changes or Events. Except as disclosed on Schedule 2.17, since August 29, 2012: (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of 350; and (b) 350 has not: (i) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (ii) made any material change in its method of management, operation or accounting; (iii) entered into any other material transaction other than in the ordinary course of its business; or (iv) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees.

2.18 Environmental and Safety Laws. Except as could not reasonably be expected to have a Material Adverse Effect, to 350's knowledge: (a) 350 is and has been in compliance with all Environmental Laws; (b) there has been no release or to 350'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 350; (c) there have been no Hazardous Substances generated by 350 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 350, except for the storage of hazardous waste in compliance with Environmental Laws. 350 has made available to CCGI true and complete copies of all material environmental records, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies, and environmental studies or assessments presently in its possession. For purposes of this Section 2.18, "**Environmental Laws**" means any law, regulation, or other applicable requirement relating to: (a) releases or threatened release of any Hazardous Substance; (b) pollution or protection of employee health or safety, public health or the environment; or (c) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances.

2.19 Permits. Except as disclosed on Schedule 2.19, to its knowledge 350 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. To its knowledge 350 is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

2.20 No Real Property. 350 does not own or lease any real property.

2.21 Interested Party Transactions. No officer, director or member of 350 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 350; or (ii) purchases from or sells or furnishes to, or proposes to purchase from, sell to or furnish 350 any goods or services; or (b) a beneficial interest in any contract or agreement to which 350 is a party or by which it may be bound or affected.

2.22 Intellectual Property. Except as disclosed on Schedule 2.22, 350 does not own, use or license any intellectual property in its business as presently conducted.

Article III.
REPRESENTATIONS AND WARRANTIES OF 350 MEMBERS

Each of the 350 Members hereby jointly and severally represents, warrants and agrees that all of the statements in the following subsections of this entire Article III are true and complete as of the date hereof.

3.1 Authority. The 350 Members have the right, power, authority and capacity to execute and deliver each Agreement to which each 350 Member is a party, to consummate the transactions contemplated by this Agreement to which each 350 Member is a party, and to perform the 350 Members' obligations under each Agreement to which each 350 Member is a party. This Agreement has been duly and validly authorized and approved, executed and delivered by the 350 Members. Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties hereto other than the 350 Members, this Agreement is duly authorized, executed and delivered by the 350 Members and constitutes the legal, valid and binding obligation of the 350 Members, enforceable against the 350 Members 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 350 Members of any Agreement to which each of the 350 Members is a party nor the consummation or performance by the 350 Members 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 350 Members is a party or by which the properties or assets of 350 are bound; or (c) contravene, conflict with, or result in a violation of, any law or order to which the 350 Members, or any of the properties or assets of the 350 Members, may be subject.

3.3 Intentionally Omitted.

3.4 Acknowledgment. Each 350 Member understands and agrees that the CCGI Shares to be issued pursuant to this Agreement have not been registered under the Securities Act or the securities laws of any state of the U.S. and that the issuance of the CCGI Shares is being effected in reliance upon an exemption from registration afforded either under Section 4(2) of the Securities Act for transactions by an issuer not involving a public offering or Regulation D promulgated thereunder or Regulation S for offers and sales of securities outside the U.S.

3.5 Purchase Entirely for Own Account. Each 350 Member hereby confirms, that the CCGI Shares will be acquired for investment for the each 350 Member's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the 350 Members have no present intention of selling, granting any participation in, or otherwise distributing. By executing this Agreement, the 350 Members further represent that the 350 Members 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. All 350 Members receiving shares of CCGI pursuant to this Agreement are "accredited investors" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act or, if not an accredited investor, that such 350 Member otherwise meets the suitability requirements of Regulation D and Section 4(2) of the Securities Act ("**Section 4(2)**"). The 350 Members agree to provide documentation to CCGI prior to Closing as may be requested by CCGI to confirm compliance with Regulation D and/or Section 4(2), including, without limitation, a letter of investment intent, a similar representation letter or a completed investor questionnaire.

3.7 Stock Legends. The 350 Members hereby agree with CCGI as follows:

3.7.1 Securities Act Legend Accredited Investors. The certificates evidencing the CCGI Shares issued to the 350 Members 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 350 Members 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 Interests. The 350 Members are both the record and beneficial owners of the 350 Interests. The 350 Members are not the record or beneficial owner of any other securities of 350. The 350 Members have and shall transfer at the Closing, good and marketable title to the 350 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 350 Member has any pre-emptive rights or any other rights to acquire any interests of 350 that have not been waived or exercised.

Article IV.
REPRESENTATIONS AND WARRANTIES OF CCGI AND CCGI SUB

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 the State of Nevada and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of CCGI's Certificate of Incorporation or bylaws. CCGI has taken all actions required by law, its Certificate of Incorporation or bylaws, or otherwise to authorize the execution and delivery of this Agreement. CCGI has full power, authority, and legal capacity and has taken all action required by law, its Certificate of Incorporation or bylaws, and otherwise to consummate the transactions herein contemplated.

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

4.2 Authorized Shares. The authorized capital stock of CCGI consists of 500,000,000 shares of Common Stock, par value $0.001 per share and 40,000,000 shares of preferred stock, par value $0.001 (the "**Preferred Stock**"). CCGI currently has 48,853,545 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.

Financial Statements; SEC Filings.

4.2.1 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.

4.2.2 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.

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

4.4 Absence of Certain Changes or Events. Except as disclosed in the Public Reports since September 30, 2012 or on Schedule 4.4: (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of the CCGI Entities; and (b) CCGI has not: (i) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (ii) made any material change in its method of management, operation or accounting; (iii) entered into any other material transaction other than sales in the ordinary course of its business; or (iv) made any increase in or adoption of any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees.

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

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

4.7 Compliance with Laws and Regulations. To the best of its knowledge, the CCGI Entities have 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.

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

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

Article V.
CONDITIONS TO OBLIGATIONS OF CCGI

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

5.1.1 Representations and Warranties of 350 and 350 Members. All representations and warranties made by 350 and the 350 Members in this Agreement shall be true and correct in all material respects on and as of the Closing and 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 and the Closing Date with respect to such date or period.

5.1.2 Agreements and Covenants. 350 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.

5.1.3 Consents and Approvals. All consents, waivers, authorizations and approvals of all entities listed on Schedule 5.1.3 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; including, but not limited to, the City of Chicago's consent to the change of ownership of 350 to CCGI Sub.

5.1.4 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 350 or CCGI or CCGI Sub 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.

5.2 Other Closing Documents. CCGI shall have received such certificates, instruments and documents in confirmation of the representations and warranties of 350, 350's performance of its obligations hereunder, and/or in furtherance of the transactions contemplated by this Agreement as CCGI may reasonably request.

5.3 Documents. 350 must have caused to be delivered to CCGI (or CCGI shall have otherwise received) the following documents or certified copies of the same:

5.3.1 Assignment and Transfer of Membership Interests duly executed by the 350 Members;

5.3.2 a Secretary's Certificate, dated the Closing Date, certifying attached copies of: (A) the 350 Charter Documents; (B) the resolutions of the 350 Management and Members approving this Agreement and the transactions contemplated hereby and thereby; and (C) the incumbency of each authorized officer of 350 signing each Agreement to which 350 is a party;

5.3.3 an Officer's Certificate, dated the Closing Date, certifying as to Sections 5.1, and 5.4 and;

5.3.4 this Agreement, duly executed;

5.3.5 the resignations of Mariana Gerzanych and Timothy Mason as officers of 350 as of the Closing Date (subject to the conditions set forth in Section 1.3);

5.3.6 the resignation of Timothy Mason as registered agent for 350 in all jurisdictions in which he is appointed registered agent (subject to the conditions set forth in Section 1.4);

5.3.7 a copy of the Cancellation of Notes, attached hereto as Exhibit A, duly executed by each of the 350 Members;

5.3.8 a copy of the Lock-Up Agreement, attached hereto as Exhibit B, duly executed by each of the Share Recipients;

5.3.9 an Investor Questionnaire, attached hereto as Exhibit C, duly completed by each of the Share Recipients;

5.3.10 a Release from each (i) Share Recipient and (ii) payee listed on Schedule 6.8 and paid at Closing, attached hereto as Exhibit D, and

5.3.11 such other documents as CCGI may reasonably request for the purpose of: (A) evidencing the accuracy of any of the representations and warranties of 350; (B) evidencing the performance of, or compliance by 350 with any covenant or obligation required to be performed or complied with by 350; (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.

5.4 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 350, CCGI or CCGI Sub.

5.5 Consent by CCGI Board of Directors. CCGI shall have received a fully-executed consent from its Board of Directors approving the Equity Exchange and the Transaction Documents.

Article VI.
CONDITIONS TO OBLIGATIONS OF 350

The obligations of 350 and the 350 Members 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 350 and the 350 Members in each of their sole discretion:

6.1 Representations and Warranties of the CCGI Entities. All representations and warranties made by the CCGI Entities in this Agreement shall be true and correct on and as of the Closing and 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 and the Closing Date with respect to such date or period.

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

6.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other Person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement, shall have been duly obtained and shall be in full force and effect on the Closing Date, including, but not limited to, the City of Chicago's consent to the change of control of 350.

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. 350 shall have received such certificates, instruments and documents in confirmation of the representations and warranties of the CCGI Entities, the performance of the CCGI Entities' obligations hereunder and/or in furtherance of the transactions contemplated by this Agreement as 350 may reasonably request.

6.6 Documents. CCGI must deliver to 350 at the Closing:

6.6.1 Evidence of transmission of instructions to CCGI's transfer agent to issue the CCGI Shares in accordance with Schedule 1.1;

6.6.2 this Agreement, duly executed; and

6.6.3 such other documents as 350 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.

6.8 Fees and Expenses. At Closing, subject to CCGI's receipt of the Releases described in Section 5.3.11 above, all expenses listed on Schedule 6.8 shall be paid by CCGI in accordance with the terms listed thereon. In the event payment terms with all payees listed on Schedule 6.8 have not been mutually agreed on or before the date all other pre-conditions to Closing have been fulfilled or satisfied, such failure shall not delay Closing.

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 ninety (90) day anniversary of the Closing Date (the "**Survival Period**"), except for the indemnifications, and related representations, warranties, covenants and agreements under Section 7.2, which shall expire on the one (1) year anniversary of the Closing Date (the "**Indemnity Survival Date**"). 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 350 Members. From and after the Closing Date until the Indemnity Survival Date (as defined in Section 7.1), CCGI shall reimburse and hold harmless the 350 Members (each such Person and his heirs, executors, administrators, agents, successors and assigns is referred to herein as a "**350 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 350 Indemnified Party, and any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other procedures or investigation against any 350 Indemnified Party, which arises or results from a third-party claim brought against a 350 Indemnified Party to the extent based on a breach of the representations and warranties with respect to the business, operations or assets of CCGI. Except as provided in Section 7.2.2, in no event shall any such indemnification payments exceed One Hundred Thousand Dollars ($100,000.00) in the aggregate from CCGI.

7.2.2 City of Chicago Indemnification Obligations in Favor of 350 Members. Notwithstanding the maximum indemnification amount available under Section 7.2.1, in the event CCGI defaults under its obligations to the City of Chicago (the "**City**") in relation to CCGI's assumption of the 350 Grant Agreement with the City (the "**Grant Agreement**"), and as a direct result of such default, the personal liabilities of the 350 Members to the City or any third party are increased, CCGI agrees to indemnify and hold harmless the 350 Members, against and in respect of all any and all damages, losses, settlement payments, deficiencies, liabilities, costs, expenses and claims suffered, sustained, incurred or required to be paid by any 350 Member, and any and all actions, suits, claims, or legal, administrative, arbitration, governmental or other procedures against any 350 Member, which arises or results from CCGI's failure to perform its obligations under the assumed Grant Agreement. In no event shall any such indemnification obligation to the 350 Members under this Section 7.2.2 exceed Three Million Dollars ($3,000,000) in the aggregate from CCGI. In the event a third-party assumes the obligations of the Grant Agreement from CCGI, CCGI shall procure continuing indemnity in favor of the 350 Members in accordance herewith for any liabilities arising or incurred by the 350 Members as a result of such third party's default of any rights and/or obligations arising under the Grant Agreement. The Parties expressly agree and acknowledge that the 350 Members may be subject to liability to the City or other third party regardless of the actions and/or omissions of CCGI and that CCGI shall not be liable under this Section 7.2.2 for any liability of the 350 Members to the City or such third party unless it is directly caused by CCGI's act or omission with regard to CCGI's obligations under the Grant Agreement. In the event the Grant Agreement is not assigned to CCGI and/or assigned by the City directly to a third party, CCGI shall have no liability under this Section 7.2.2.

7.2.3 Indemnification in Favor of CCGI. From and after the Closing Date until the Indemnity Survival Date (as defined in Section 7.1), the 350 Members will, severally and jointly, 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 foregoing 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) material breach of representation or warranty made by 350 or the 350 Members in this Agreement, and in any certificate delivered by 350 or the 350 Members pursuant to this Agreement; (ii) any breach, by 350 or the 350 Members of any covenant, obligation or other agreement made by 350 or the 350 Members in this Agreement; (iii) a third party claim based on any acts or omissions by 350 or the 350 Members prior to Closing; or (iv) any out-of-pocket cash (or cash equivalent, including securities) payment above the amounts listed in Schedule 2.12(a) by CCGI or an Affiliate as a result of any action or omission taken by 350 or the 350 Members prior to Closing. No amounts paid by CCGI or an Affiliate in satisfaction of the amounts listed on Schedule 2.12(b) shall be applied towards the calculation of indemnification payable pursuant to subsection (iv) of the preceding sentence.

Article VIII.
MISCELLANEOUS PROVISIONS

8.1 Publicity. On or after the Closing Date, CCGI shall have the right to cause the publication of a press release or other announcement with respect to this Agreement and the transactions contemplated hereby.

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 Non-Disparagement. None of the parties to this Agreement shall make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of any other party to this Agreement.

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

If to CCGI and to CCGI Sub, to:

Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601
Miami Beach, Florida 33139
Attn: Amy Maliza, Counsel

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 350 and to 350 Members, to:

Mariana Gerzanych and Tim Mason
26092 Cresta Verde
Mission Viejo, CA 92691

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

DLA Piper LLP (US)
701 Fifth Avenue, Suite 7000
Seattle, WA 98104
Attn.: John F. Pierce, Esq.

or to such other Persons or at such other addresses as shall be furnished by any party by like notice to the others, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 8.4 are concerned unless such changed address is located in the United States of America and notice of such change shall have been given to such other party hereto as provided in this Section 8.4.

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

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

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

8.8 Counterparts. This Agreement may be executed in two or more counterparts (including scanned and facsimile versions), 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 United States District Court for the Southern District of New York, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 8.5.

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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[SIGNATURE PAGE TO EQUITY EXCHANGE AGREEMENT]

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

CAR CHARGING GROUP, INC.

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

350 HOLDINGS, LLC

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

350 GREEN, LLC

By: */s/ Mariana Gerzanych*
Mariana Gerzanych
Chief Executive Officer

350 MEMBERS

/s/ Mariana Gerzanych
Mariana Gerzanych

/s/ Timothy Mason
Timothy Mason

EXHIBIT A

CANCELLATION OF NOTES

EXHIBIT B

LOCK-UP AGREEMENT

EXHIBIT C

INVESTOR QUESTIONNAIRE

EXHIBIT D

RELEASE

Exhibit 2.2

ADDENDUM TO EQUITY EXCHANGE AGREEMENT

THIS ADDENDUM TO EQUITY EXCHANGE AGREEMENT (the "Exchange Addendum") to is made and entered into this April 21, 2013 by and between Car Charging Group, Inc., a Nevada corporation ("CCGI"), 350 Holdings, LLC, a Florida limited liability company ("CCGI Sub"), having their principal executive offices at 1691 Michigan Avenue, Suite 601, Miami Beach, Florida 33139 and 350 Green, LLC, a Virginia limited liability company ("350") and Mariana Gerzanych ("Gerzanych") and Timothy Mason ("Mason"), with Gerzanych and Mason collectively referred to as the "350 Members" with 350 and the 350 Members having their principal executive offices at 26092 Cresta Verde, Mission Viejo, California 92691. Hereinafter, CCGI, CCGI Sub, 350 and the 350 Members shall be referred to collectively as the "Parties", where applicable.

RECITALS

WHEREAS, on or about March 8, 2013, the Parties executed an Equity Exchange Agreement (the "Exchange Agreement", copy annexed hereto as Exhibit "A" and incorporated by reference herein in its entirety); and

WHEREAS, a dispute arose between the Parties as to the closing of the transaction contemplated under the Exchange Agreement which culminated in CCGI and CCGI Sub filing an action in the United States District Court for the Southern District of New York under Case Number: 13-cv-2389 (the "NY Litigation") against 350 and the 350 Members requesting relief which included, in part, compelling 350 and the 350 members to close the transaction contemplated under the Exchange Agreement; and

WHEREAS, the Parties, in order to resolve the NY litigation have agreed to settle the dispute pending before the Court and claims asserted therein by entering into and executing this Exchange Addendum.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations by each party paid to the other at or before the ensealing of these presents, the sufficiency whereof is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Closing Date. The Closing Date, as defined under Section 1.2 of the Exchange Agreement is hereby modified and amended to reflect a Closing Date of Monday, April 22, 2013 (the "Closing Date"). The Parties further agree that the closing contemplated under the Exchange Agreement may be effectuated via the exchange of all necessary executed documents through electronic email delivery by one party to the other without the need to any of the Parties to appear for an in-person closing.

3. Section 1.1 of the Exchange Agreement. The Parties hereby agree that the terms of both Section 1.1 and its corresponding Schedule 1.1 of the Exchange Agreement, are hereby deleted, modified and superseded in their entirety, as follows:

1.1 Compensation to 350 Members.

(a) CCGI Shares to the 350 Members. In Parties agree that in exchange for the transfer of the membership interests of 350 Green (the "350 Interests") to 350 Holdings, the 350 Members shall receive Seven Hundred Fifty Thousand Dollars ($750,000.00) worth of restricted common stock of CCGI (the "CCGI Shares"). The value of the CCGI Shares shall be determined by the twenty (20) trading day closing price prior to the Closing Date, and shall be issued within seven (7) days of the Closing Date. The value and/or amount of the CCGI Shares as set forth in this Addendum replaces in full any and all values and amounts as previously stated in the Agreement.

(b) Cash Consideration to the 350 Members. In addition to the CCGI Shares described in subsection 1.1(a) above, in further consideration for the transfer of the 350 Interests, CCGI shall pay the 350 Members Five Hundred Thousand Dollars ($500,000.00), payable in cash (the "Cash Consideration"), as follows: (i) $10,000.00 shall be paid on the Closing Date, and (ii) $10,000 shall be paid on the first thirty (30) day anniversary of the Closing Date, *provided, however*, that if the 350 Members provide Goldstein Schechter & Koch (the "Auditors") with all documents and/or information required for the Audit *prior* to the thirty (30) day anniversary of the Closing Date, their second payment hereunder shall be increased to $20,0000. On the second thirty-day anniversary of the Closing Date, and each thirty-day anniversary thereafter until the Cash Consideration is paid in full (assuming the Agreement has not been terminated pursuant to the terms of Section 4 herein) CCGI shall pay the 350 Members $20,000 in cash. Should, at any time after the Closing Date and before the Cash Consideration has been paid in full, CCGI raise at least Five Million Dollars ($5,000,000.00) in any one singular financing or capital raising transaction (a "Financing"), CCGI shall pay any and all Cash Consideration that remains outstanding (as of the closing date of the Financing) to the 350 Members in one lump-sum payment, within a reasonable time of closing said Financing. Once all of the Cash Consideration has been paid, CCGI shall not be obligated to pay any additional consideration in any form whatsoever to the 350 Members in connection with the Agreement or this Addendum.

4. Section 2.9.1 of the Exchange Agreement. The Parties agree that the audit of 350 as set forth under Section 2.9.1 of the Exchange Agreement (the "Audit"), shall officially commence on the Closing Date stated herein. At the end of seventy-one (71) days, if the Audit has not been completed, the Exchange Agreement and this Exchange Addendum shall effectively terminate without notice and without the necessity for the Parties hereto to execute any further documentation to effectuate such termination, and all representations, warranties and covenants contained therein shall be canceled in full. Notwithstanding the foregoing, for the Audit of 350 as undertaken in connection with the Exchange Agreement, the Company represents and warrants that after Closing: (i) it will not overburden 350 with secured promissory notes (unless to pay off 350's liabilities) until the Audit is completed by independent auditors, (ii) it will not transfer any assets out of 350 until the Audit is completed; and (iii) it will send Company representatives (and/or qualifies third-party representatives) with financial and accounting expertise to 350's location, to assist in the Audit and use its best efforts to ensure the Audit gets completed in a timely manner

5. JNS Holdings Corporation/350 Members. CCGI recognizes that the 350 Members have engaged in discussions and have, in fact, contracted to sell the assets and liabilities of 350 in Chicago, IL (the "Chicago Assets") to JNS Holdings Corporation and/or its affiliates and subsidiaries (collectively, "JNS") with such contract executed after the initiation of the Litigation by CCGI and Holdings. CCGI contends any contract between 350 and JNS to be void and/or voidable as a matter of law as well as both a breach of the Exchange Agreement and in direct violation of the Term Sheet entered into between CCGI and 350 in August 2012 (the "August Term Sheet"). However, notwithstanding the foregoing and expressly subject to the reservation of rights set forth in Paragraph Six (6) herein (which provision is a material inducement for CCGI and CCGI Sub to execute this Exchange Addendum), for and in consideration of the transfer of the 350 Interests pursuant to the terms herein, CCGI does hereby release and forever discharge the 350 Members, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever which CCGI may now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind that may develop in the future, as a result of or in any way relating to the 350 Members' discussions with JNS, or any contract for the sale of the Chicago Assets to JNS, *provided, however*, that this release is limited solely to any transaction between the 350 Members and JNS and no other persons or entities. Moreover, this release is further expressly subject to and conditioned upon the 350 Members delivering any contract executed between 350, the 350 Members, and JNS to CCGI and CCGI Sub in conjunction with execution hereof.

The terms of this Section Five (5) shall not affect any other term or condition of the Exchange Agreement, especially any representations, warranties, covenants, terms and/or conditions found in Article VII, Section 7.2 of the Exchange Agreement entitled "Indemnification," which terms shall remain fully binding on the Parties as set forth therein and which terms are incorporated herein by reference. The Parties expressly acknowledge and agree that the fees and costs set forth in the Schedules to the Exchange Agreement shall remain in the specific amounts as set forth therein, *provided, however,* the amounts set forth and identified in Section 2.14 of the Exchange Agreement, as amended by Promissory Notes executed by 350 to CCGI (in exchange for CCGI disbursing funds to pay off debts of 350 prior to completion of the Audit).

6. Reservation of Rights. In entering into this Exchange Addendum, 350 and the 350 Members hereby expressly acknowledge and agree that CCGI and CCGI Sub are reserving any and all rights, claims and defenses available to them in law and equity against JNS as it relates to any contracts or agreements related to the Chicago Project, including, but not limited to, the right to seek to invalidate such agreements as a matter of law and nothing herein or by execution of this Exchange Addendum shall be deemed a waiver thereof. This reservation of rights includes, but is not limited to, CCGI's right to make any and all claims, demands, damages, actions causes of action or suits of any kind or nature whatsoever against JNS which CCGI or CCGI Sub may now have or may have in the future. The 350 Members hereby agree to assist CCGI and CCGI Sub in conjunction with such litigation against JNS which shall include, but may not be limited to, providing Affidavits, testimony (by deposition, hearing or trial), as well as documents necessary to pursue any claims against JNS or conversely, defend any claims filed by JNS with CCGI and/or CCGI Sub to bear the reasonable costs and expenses of same (but expressly excluding any legal fees incurred personally by the 350 Members, should they choose to do so in conjunction with the provisions of this Paragraph Six (6).

7. Return of CCGI Shares. In conjunction with the terms and provisions of Paragraphs 5 and 6 hereof, if, for any reason whatsoever, CCGI of CCGI Sub is forced to sell the Chicago Assets to JNS as a result of any contract executed between 350 and JNS during the pendency of the litigation, the 350 Members expressly agree that they shall be required to immediately transfer 500,000 of the CCGI Shares paid to the 350 Members under modified Section 1.1 of the Exchange Agreement back to CCGI, pursuant to the instructions and directions as given by CCGI and/or CCGI's transfer agent at the time of such transfer.

8. Payments by CCGI at Closing. CCGI hereby confirms and agrees to make the following payments at Closing on the Closing Date as set forth under either the Exchange Agreement Section 2.14 and this Exchange Addendum, Subsection 1.1(b), as follows: (i) DLA Piper, LLP (US) in the amount of $10,000, with continuing consecutive monthly payments of $10,000 until the complete outstanding balance of $105,500 is paid in full; (ii) New Tigers Consulting Services in the amount of $1,763.44; and (iii) Hill Fogg & Assoc. in the amount of $8,083.39.

9. Conflict/Reaffirmation of terms of Exchange Agreement. In the event that there is a conflict between the provisions of this Exchange Addendum and the Exchange Agreement, the terms stated in this Exchange Addendum shall prevail. The Parties expressly acknowledge and agree that any terms and conditions stated in the Exchange Agreement that remain unchanged by the terms of this Exchange Addendum shall remain in full force and effect.

10. Section And Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Exchange Addendum.

11. Legal Counsel/Construction Of Exchange Addendum. Each party has obtained independent legal counsel prior to entering into this Exchange Addendum. Consequently, should any provision of this Exchange Addendum require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both Parties hereto have fully participated in the preparation and negotiation of this Exchange Addendum by respective counsel.

12. Entire Agreement and Amendment. This Exchange Addendum contains the entire understanding between the parties with respect to the subject matter hereof. Neither this Exchange Addendum nor any provision hereof may be modified, amended, changed, and waived, except in writing and signed by the party against whom enforcement is sought.

13. Governing Law/Jurisdiction. This Exchange Addendum shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice of law provisions and regardless of the laws that might otherwise govern under applicable principles of conflict of laws. Any suit involving any dispute or matter arising under this Agreement may only be brought in State Court of New York in New York County of the United States District Court for the Southern District of New York, which Courts shall have jurisdiction over the subject matter of the dispute or matter. The Parties irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. The Parties irrevocably waive any objection that they now have or hereafter irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

14. Severability. Should any clause or provision of this Exchange Addendum be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Exchange Addendum will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

15. Counterparts. This Exchange Addendum may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument, and may be further executed by facsimile or electronic means (.pdf) and the same shall be given the same validity as an original instrument for all purposes.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereby execute this Exchange Addendum on the date set forth on Page 1 hereof.

CAR CHARGING GROUP, INC., a Nevada Corporation

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

350 HOLDINGS, LLC, a Florida limited liability company

By: Car Charging, inc., a Delaware corporation,
its Managing Member

/s/Michael D. Farkas
By: Michael D. Farkas,
Title: President

350 GREEN, LLC, a Virginia limited liability company

/s/ Mariana Gerzanych
By: Mariana Gerzanych
Title: Chief Executive officer

350 MEMBERS:

/s/ Mariana Gerzanych
Mariana Gerzanych, Member

/s/ Timothy Mason
Timothy Mason, Member

SECURED PROMISSORY NOTE

$490,000.00 April 24, 2013

FOR VALUE RECEIVED, 350 Holdings, LLC ("CCGI Sub") hereby promises to pay to the order of (i) Mariana Gerzanych and (ii) Tim Mason (each a, "350 Member" and collectively, the "350 Members") the sum of Four Hundred Ninety Thousand Dollars ($490,000.00) ("Principal Amount") together with interest until paid in satisfaction of all monies owed by CCGI Sub to the 350 Member of April 22, 2013, as a condition of the closing of an equity exchange transaction by and between: (i) 350 Green, LLC, (ii) Car Charging Group, Inc. ("CCGI"), (iii) 350 Holdings, LLC ("CCGI Sub"), and (iv) the 350 Members, pursuant to the Addendum to the Equity Exchange Agreement, dated April 22, 2013 ("Addendum"), and in accordance with the following terms. Terms not defined herein are as defined in the Addendum.

1. Payments. On the closing date of the Equity Exchange Transaction, and every thirty (30) days thereafter, CCGI Sub shall make a monthly payment to the 350 Members and payable, as follows: (i) Ten Thousand Dollars ($10,000.00) which has been paid on April 23, 2013 (prior to execution hereof), and (ii) Ten Thousand Dollars ($10,000.00) shall be paid on the first thirty (30) day anniversary of the Closing Date; *provided, however*, that if the 350 Members provide Goldstein Schechter & Koch (the "Auditors") with all documents and/or information required for the Audit *prior* to the thirty (30) day anniversary of the Closing Date, their second payment hereunder shall be increased to Twenty Thousand Dollars ($20,0000.00). On the second thirty (30) day anniversary of the Closing Date, and each thirty-day anniversary thereafter until the Cash Consideration is paid in full (assuming the Agreement has not been terminated pursuant to the terms of Section 4 of the Addendum) CCGI Sub shall pay the 350 Members Twenty Thousand Dollars ($20,000.00) in cash. Should, at any time after the Closing Date and before the Cash Consideration has been paid in full, CCGI raise at least Five Million Dollars ($5,000,000.00) in any one singular financing or capital raising transaction (a "Financing"), CCGI Sub shall pay any and all outstanding Cash Consideration (as of the closing date of the Financing) to the 350 Members in one lump-sum payment, within a reasonable time of closing said Financing. The entire sum of the Principal Amount and all other charges due under this Note, less any payments made prior to that date ("Balance Due") shall be due and payable on or before April 23, 2015.

2. **Default/Notice of Default**. Failure to make any payment when due shall constitute a default. In the event CGI Sub fails to timely make any payments due under this Secured Promissory Note, the 350 members shall send a written Notice to Cure that allows CCGI Sub three (3) business days (excluding the date of Notice of Cure) to make such payment. All Notices to Cure any claimed default sent to CCGI Sub must be copied to Michael I. Bernstein, Esq., c/o The Bernstein Law Firm, 1688 Meridian Avenue, Suite 418, Miami Beach, Florida 33139 by email to: michael@bernstein-lawfirm.com and melissa@bernstein-lawfirm.com and by facsimile to (305) 672-4572. If CCGI Sub fails to cure any default hereunder within the specified cure period, the entire remaining Balance Due shall, at the option of the holder of this Note, become immediately due and payable.

a. CCGI Sub promises to pay reasonable costs of collection, including reasonable attorneys' fees and costs, if this Note is referred for collection after default to an attorney.

3. **Prepayment**. This Note may be prepaid at any time in whole or in part before due without prepayment penalty or premium.

4. **Waiver**. As to this Note and any other instruments securing the indebtedness, CCGI Sub and all guarantors and endorsers severally waive all applicable exemption rights, whether under any state constitution, homestead laws or otherwise, and also severally waive valuation and appraisement, presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this Note, and expressly agree that the maturity of this Note, or any payment pursuant to the Note, may be extended from time to time without in any way affecting the liability of CCGI Sub or any guarantor or endorser.

5. **Governing Law**. CCGI Sub hereby acknowledges, consents, and agrees: (i) that the provisions of this Note and the rights of all parties mentioned in the Note shall be governed by the laws of the State of Florida and interpreted and construed in accordance with such laws (excluding Florida conflict of laws) and (ii) that the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County, shall have personal jurisdiction over any proceeding instituted to enforce this Note and any objections to venue are hereby waived.

6. **Security Interest**. CCGI Sub hereby assigns, pledges, transfers and grants to the 350 Members, a lien on and continuing security interest in Four Hundred Ninety Thousand Dollars ($490,000.00) worth of CCGI Sub's assets as listed on Exhibit A hereto (collectively hereinafter referred to as the "Collateral"). The 350 Members may file a Uniform Commercial Code Security Agreement (UCC-1) to evidence such indebtedness. This Note shall create a continuing security interest in the Collateral and shall: (a) remain in full force and effect until the payment in full of all amounts due hereunder, (b) be binding upon CCGI Sub and its successors and assigns and (c) inure to the benefit of the 350 Members and its successors, transferees and assigns. Upon the occurrence of an Event of Default, the 350 Members shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of Florida and elsewhere in the United States. Upon the payment in full of amounts due hereunder, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to CCGI Sub. Upon any such termination, the 350 Members shall execute and deliver to CCGI Sub such documents as CCGI Sub shall reasonably request to evidence such termination, and the CCGI Sub shall be entitled to file a UCC-3 to evidence such lien termination. Notwithstanding anything to the contrary, CCGI Sub hereby pledges to the 350 Members, and creates in the 350 Members for their benefit, a security interest for such time until all of the obligations are paid in full, in and to all assets of CCGI Sub as set forth in Exhibit A attached hereto, whether presently owned or existing or hereafter acquired or coming into existence, and all additions and accessions thereto and all substitutions and replacements thereof.

6.1 Subordination of Security Interest. Notwithstanding the provisions of this Paragraph Six (6), the 350 Members expressly acknowledge and agree that the security interest granted hereunder as to the Collateral shall be expressly subordinate to: (i) the secured debt of 350 Green, LLC to CCGI Sub and/or CCGI up to an amount of Three Hundred Thousand Dollars ($300,000), representing payments/disbursements by CCGI Sub or CCGI on behalf of 350 Green, LLC and/or to the 350 Members pursuant to the Exchange Agreement and Exchange Addendum during the seventy-one (71) day audit period under Section 2.9.1 of the Exchange Addendum and which shall be a priority obligation to which the Security interest herein shall be subordinate.

7. **Termination/Cancellation**. Notwithstanding any obligations of Guarantor hereunder to the contrary, in the event CCGI and/or CCGI Sub shall be required to cancel the Exchange Agreement (and the accompanying Exchange Addendum) due the inability to complete the Audit as set forth under Section 2.9.1 of the Exchange Agreement (the "Exchange Termination"), it is expressly agreed and acknowledged by each 350 Member, that: (i) this Secured Promissory Note shall, automatically, upon such Exchange Termination, become null and void and of no further legal affect whatsoever with no further payments due thereunder; (ii) Any and all Guaranty obligations of CCGI under the accompanying Parent Guaranty of CCGI shall cease; (iii) the full amount of any monies disbursed by CCGI Sub under this Promissory Note or by CCGI under the accompanying Parent Guaranty to any of the 350 Members under the Exchange Agreement or this Exchange Addendum shall be a secured debt owed by 350 Green, LLC to CCGI Sub or CCGI, as applicable, which debt shall be memorialized by separate instrument which shall be a priority to any secured obligation to the 350 Members under Section Six (6).

8. **Payment Remittance**. All payments to the 350 Members hereunder shall be made via bank wire using the following instructions:

Tim Mason
JP Morgan Chase
1 Chase Manhattan
New York, NY 10005
949-460-9381
Routing Number: 322271627
Account Number: 825727704

Mariana Gerzanych
JP Morgan Chase
1 Chase Manhattan
New York, NY 10005
949-460-9381
Routing Number: 071000013
Account Number: 917402372

or at such other place as the holder of this Note may from time to time designate in writing and shall be made in coin or currency of the United States of America that at the time of payment is legal tender for the payment of public or private debts.

9. **Jury Trial Waiver.** The 350 Members and CCGI Sub each, on behalf of itself and its successors and assigns, WAIVE to the fullest extent permitted by law all right to TRIAL BY JURY of any and all claims between them arising under this Note, or any other documents and agreements executed in connection, directly or indirectly, with this transaction, and any and all claims arising under common law or under any statute of any state of the United States of America, whether any such claims be now existing or hereafter arising, now known or unknown. In making this waiver the 350 Members and CCGI Sub acknowledge and agree that any and all claims made by the 350 Members against CCGI Sub and all claims made against the 350 Members by CCGI Sub shall be heard by a judge of a court of proper jurisdiction, and shall not be heard by a jury. The 350 Members and CCGI Sub acknowledge and agree that THIS WAIVER OF TRIAL BY JURY IS A MATERIAL ELEMENT OF THE CONSIDERATION FOR THIS TRANSACTION. The 350 Members and CCGI Sub, with advice of counsel, each acknowledge that it is knowingly and voluntarily waiving a legal right by agreeing to this waiver provision.

10. **Divisibility**. The provisions of this Note are intended by CCGI Sub to be severable and divisible and the invalidity or unenforceability of a provision or term herein shall not invalidate or render unenforceable the remainder of this Note or any part hereof.

11. **No Conflict**. CCGI Sub hereby expressly acknowledges that the 350 Members did not represent it in connection with this Promissory Note, and that the 350 Members have advised it in writing that independent representation is appropriate in connection with execution of this Note.

Time is of the essence.

IN WITNESS WHEREOF, CCGI Sub has executed these premises and affixed its seal this the 24th day of April, 2013.

350 HOLDINGS, LLC, a Florida limited liability company

By: Car Charging, inc., a Delaware corporation,
its Managing Member

/s/ Andy Kinard
By: Andy Kinard
Title: President

ADDITIONAL SIGNATURE PAGE TO FOLLOW

ACKNOWLEDGEMENT AND AGREEMENT TO SECTION 6.1:

350 MEMBERS:

/s/ Mariana Gerzanych
Mariana Gerzanych, Member

/s/ Timothy Mason
Timothy Mason, Member

EXHIBIT A
COLLATERAL FOR CCGI PROMISSORY NOTE

Exhibit 10.2

EXCLUSIVE RIGHT OF FIRST REFUSAL AGREEMENT

This EXCLUSIVE RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") is entered into as of April 21, 2013 (the "Effective Date"), by and between CAR CHARGING, INC., a Delaware corporation, ("Company"), having its principal executive offices at 1691 Michigan Avenue, Suite 601, Miami Beach, FL 33139; and TIMOTHY MASON ("Mason") and MARIANA GERZANYCH ("Gerzanych"), (collectively referred to as the "350 Members" or "Consultants"), having their principal executive offices at 26092 Cresta Verde, Mission Viejo, CA 92691 (Consultants and Company are collectively referred to herein as, the "Parties").

WHEREAS, the Car Charging Group, Inc., Consultants, and other related entities have entered into an Equity Exchange Agreement (the "Exchange Agreement"), dated March 8, 2013, and attached hereto as Exhibit "A", and which Exchange Agreement was amended and modified by an Addendum to Exchange Agreement dated April 21, 2013 (the "Exchange Addendum") whereby the Company has agreed to transfer certain shares of its restricted Common Stock (the "Shares") to Consultants in exchange for the acquisition of the membership interests of 350 Green, LLC ("350 Green"); and

WHEREAS, the Company and Consultants have agreed, that as a condition of closing the transaction contemplated by the Exchange Agreement (the "Closing"), the parties shall enter into this Agreement, whereby the Company shall be given a right of first refusal (the "First Right"), as described herein, to match the terms of any and all electric vehicle ("EV") industry related business opportunities each a "Business Opportunity") presented or afforded to Consultants for a period of twelve (12) months from the Effective Date; and

WHEREAS, should the Company after exercising its Right hereunder enter into a legally binding, written agreement with any parties ("Prospective Parties") regarding a Business Opportunity introduced to the Company by Consultants, then after the Closing by the Company on such Business Opportunity, the Company shall compensate Consultants pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of ten dollars ($10) and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Term. The term of this Agreement shall continue in full force and effect until the twelve (12) month anniversary of the Effective Date (the "Term"), *provided, however*, this Agreement may be terminated prior to the expiration of the Term on written notice by Consultants, if the Company fails to pay an amount due hereunder and such failure continues for seven (7) days after the Company's receipt of written notice of non-payment.

1.1 Upon the expiration or termination of this Agreement, the Company shall pay to Consultants all earned, but unpaid and outstanding fees, through the date of termination or expiration of this Agreement.

2. Independent Contractor Status. The 350 Members' relationship to the Company hereunder shall be that of independent contractors and nothing contained in this Agreement shall be construed to imply that Consultants or any of Consultants' employees or agents are employee of Company for any purpose. The 350 Members agree that at no time and in no way whatsoever will they lead any third parties to believe that they are working in conjunction with, or on behalf of the Company. The 350 Members shall be solely responsible for withholding and/or payment of all payroll taxes, worker's compensation, unemployment compensation, insurance-related benefits, vacation pay, holiday pay, costs, expenses and all such additional legal requirements that may be applicable to Consultants for any remuneration received hereunder. The 350 Members shall have no right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of Company, except as may be expressly authorized from time to time by Company in writing and then only to the extent of such authorization. Nothing herein is to imply an agency, joint venture or partnership relationship between the Parties. Neither Mason nor Gerzanych shall at any time represent themselves to be a consultant to, agent of or otherwise affiliated with Company.

3. Exclusive Right of First Refusal. During the Term of this Agreement, the Company shall have the Right (an exclusive right of first refusal) to participate in any Business Opportunity whatsoever presented or afforded to Consultants during the Term. In order to exercise such Right, the Company must accept the proposed Business Opportunity within fifteen (15) days ("Opportunity Period") of the 350 Members' notice of such Business Opportunity in writing to the Company. If the Company has not entered into a legally binding, written agreement with a Prospective Party regarding the Business Opportunity within ninety (90) days of receipt of the 350 Members' notice of the Business Opportunity, the 350 Members shall thereafter have the right to pursue such Business Opportunity independently or with another Person, *provided, however*, that the 350 Members shall not interfere in any way in the Company's negotiation of such Business Opportunity with a Prospective Party and shall otherwise be required to act in good faith in all matters relating to the Company's Right as to any Business Opportunity presented under this Agreement. For the purposes of this Agreement, the term "Person" means any individual, corporation, partnership, trust, limited liability company, association, or other entity. In the event that the Company enters into a legally binding, written agreement with a Prospective Party relating to Business Opportunity, the Company shall thereafter be entitled to deal, negotiate and enter into any subsequent contracts or agreements directly with such Prospective Party on all matters.

4. Compensation. Unless otherwise specified in writing by both Mason and Gerzanych, any and all fees payable to Consultants by the Company hereunder shall be paid fifty percent (50%) to Mason and fifty percent (50%) to Gerzanych.

4.1 Installation Referral Fees. During the Term of this Agreement, should Consultants bring any Business Opportunity relating to EV charging station installations to the Company, and should the Company thereafter exercise its Right and thereafter execute a contract with a Prospective Party introduced by Consultants to install EV charging stations on the Prospective Party's property/properties, the Company shall pay Consultants a unit fee of $250 for the first unit installed at a Prospective Party's location (the "Initial Fee") and an additional unit fee of $125 for each unit installed at the same location ("Additional Unit Fee"). The foregoing notwithstanding, in no event shall the Initial Fee exceed five percent (5%) of the of the unit purchase cost to the Company or its Affiliates, nor shall the Additional Unit Fee exceed ten percent (10%) of the unit purchase cost to the Company or its Affiliates. In the event the foregoing fees exceed the applicable unit purchase cost, the fees shall be automatically reduced to the maximum percentage amounts set forth herein without the necessity of further action by any party. In the event that after having been offered a Business Opportunity to install a car charging station at a Prospective Party's location Company decides not to exercise its Right hereunder, Consultants shall be free to offer the location to others and no fee shall be due from Company.

4.2 Installation Commission Payment. During the Term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Company shall pay to Consultant monthly commission payments equal to one percent (1%) of the Net Revenues generated by each charging station owned and/or operated by Company installed at a location introduced to the Company by Consultants after the Effective Date ("Commission Payments"). Any Commission Payments made under this Section 4.2 shall be due for any subsequent charging station installations at a particular site and subsequent chargers installed for which the 350 Members receive an Initial Fee or an Additional Unit Fee pursuant to Section 4.1. Such Commission Payments shall be payable on or before the last day of the month for which such payment applies. For the purposes of this Agreement, "Net Revenues" shall mean the gross receipts generated by a charging station, less any and all fees paid by the Company for electricity, taxes and payment processing on such station.

4.3 Financing Commission Payment. During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, in the event the Company receives cash funding incentives, discounts, or in-kind contributions: (i) through a grant prepared and submitted by Consultants; or (ii) through other business development introductions by Consultants, Consultants shall be entitled to receive a commission fee equal to five percent (5%) of the total cash or the value of the incentives, discounts, or in-kind contributions received by Company, including Market Development Fees from Nissan North America awarded to the Company after the Effective Date herein, which were brought to the Company by Consultants ("Financing Commission Payment"). Such Financing Commission Payments shall be payable on or before the last day of the month for which such cash payment, incentive, discount, or in-kind contribution applies. In the event Company does not receive cash, any applicable Financing Commission Payment shall be payable to the 350 Members in cash or seven and one-half percent (7.5%) of the transaction in restricted Company common stock, in the Company's sole discretion.

4.4 Payments After Termination of Agreement. As previously set forth herein, Company shall pay Consultants any Referral Fees, Commission Payments and Financing Commission Payments accruing from Business Opportunities signed after the Effective Date and prior to the expiration of this Agreement in accordance with the preceding Sections 4.1, 4.2 and 4.3 for five (5) years after the expiration of this Agreement.

4.5 Late Charge; Returned Checks. If any payment due from the Company is not received by the 350 Members within five (5) calendar days after due date, or if a check is returned unpaid for any reason, Company shall pay the 350 Members an additional sum of eight percent (8%) per annum of the outstanding payment due as a late charge.

5. Representations and Warranties. The Parties' execution and performance of this Agreement shall not constitute a breach or default under any contract, instrument or agreement to which Consultants or Company is a Party or by which Consultants or Company is bound and shall not violate or interfere with the rights of any other Party; Consultants' services to be performed hereunder shall be of professional quality, conforming to generally accepted industry standards and practices for similar services and deliverables.

5.1 Non-Use/Non-Disclosure of Confidential Information. In conjunction with any Business Opportunities presented under this Agreement, the Parties may receive Confidential Information from the other Party. Except as required by this Agreement, the Parties shall not use or disclose to any third party any such Confidential Information and hereby agree to take all necessary steps to protect any Confidential Information with at least the same degree of care that Parties use to protect their own confidential and proprietary information of like kind, but not less than reasonable care. The obligation of confidentiality hereunder shall not apply to information that: (a) was already in the possession of the other Party without restriction on its use or disclosure prior to the receipt of the information; (b) is or becomes available to the general public through no act or fault of Parties; (c) is rightfully disclosed to Company or Consultants by a third party without restriction on its use or disclosure; or (d) is required to be disclosed pursuant to judicial or governmental decree or order; provided, that Parties are given prompt notice of and the opportunity to defend against disclosure pursuant to such decree or order. The requirements of this Section 5 shall survive the termination of this Agreement for a period of two (2) years. Upon expiry or termination of this Agreement, all Confidential Information shall be promptly delivered to the Parties. For the purposes of this Agreement, "Confidential Information" shall mean any software, design, specification, idea, concept, plan, copy, formula, drawing, procedure, business process, organizational data, customer or supplier lists, or other business or technical information that the Company or the Consultants holds confidential or considers proprietary whether oral, written or viewed by inspection.

6. Non-Solicitation. From the Effective Date hereof and continuing for a period of one (1) year from the date of expiration of this Agreement (but in no event less than two (2) years), Consultants agree not to hire, solicit, nor attempt to solicit for itself or any third party, directly or indirectly, any director, officer, employee, contractor or subcontractor of the Company without the prior written consent of the Company.

7. Non-Disparagement. None of the parties to this Agreement shall make any voluntary statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize the personal and/or business reputations, practices or conduct of any other party to this Agreement. This Section 7 shall survive the termination of this Agreement by five (5) years.

8. Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent by a Party pursuant to this Agreement shall be in writing and shall be deemed given upon receipt if personally delivered (including by messenger or recognized delivery or overnight courier service) or on the date of receipt on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, delivered or addressed as set forth below:

If to Company:

Car Charging, Inc.
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139

With copy to:

The Bernstein Law Firm
Attn: Michael I. Bernstein, Esq.
1688 Meridian Avenue, Suite #418
Miami Beach, Florida 33139

If to Consultants:

Attn: Mariana Gerzanych
26092 Cresta Verde
Mission Viejo, CA 92691

9. Counterparts/Copies. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument and may be further executed by facsimile or electronic means (.pdf) and the same shall be given the same validity as an original instrument for all purposes.

10. Law; Jurisdiction; Venue; Waiver of Jury Trial. The law of the State of Florida shall govern this Agreement without regard to principles of conflicts of law. Any suit involving any dispute or matter arising under this Agreement may only be brought in State Court of New York, New York County or the United States District Court for the Southern District of New York, which Courts shall have jurisdiction over the subject matter of the dispute or matter. Consultants and Company irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. Consultants and Company irrevocably waive any objection that they now have or hereafter irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment against Consultants or Company in any such suit shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any liability of Consultants or Company therein described, or by appropriate proceedings under any applicable treaty or otherwise. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

11. Miscellaneous. This Agreement and any Exhibits hereto embody the entire understanding between the Parties. The terms of this Agreement shall take precedence over any conflicting or additional terms and conditions set forth in any attachment or amendment relating to the subject matter hereof. Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. Neither Party may assign, convey, encumber, or otherwise dispose of this Agreement or any rights or obligations hereunder without the prior express written consent of the other Party.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties hereto have caused this Right of First Refusal Agreement to be executed in the manner appropriate to each as of the day and year first above written.

CAR CHARGING, INC.

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

CONSULTANTS

By: */s/ Mariana Gerzanych*
Name: Mariana Gerzanych

By: */s/ Timothy Mason*
Name: Timothy Mason

Exhibit A
Equity Exchange Agreement

Exhibit B
Secured Promissory Note

Exhibit 10.3

PRELIMINARY TERMS OF APPROVAL FOR TRANSFER OF GRANT AGREEMENT TO CAR CHARGING GROUP, INC.
FEBRUARY 5, 2013

The City of Chicago ("City") proposes the following terms for its approval of the transfer of all rights of 350Green, LLC ("350Green") to Car Charging Group, Inc. ("CCG"), under the First Amended and Restated Grant Agreement between the City and 350Green ("Grant Agreement").

A. CCG Shall:

1. Pay or settle all of 350Green's contractors for work done under any outstanding invoice under the Grant Agreement. Proof of such payment or settlement shall be made prior to the City transferring 350Green's interests under the Grant Agreement. CCG shall not be entitled to reimbursement from the City for payments described in this paragraph up to the amount of $798,497.92 (constituting the amount that the City has paid 350Green under 350Green's fraudulent misrepresentations that it had paid certain contractors, when it had not).

2. Complete additional obligations under the Grant Agreement between the City of Chicago and 350Green, up to the total amount of money awarded by the City in the Grant, or $1,911,000. This work must also be subject to a 50% cost match from CCG.

3. Pay all lienholders and ensure that all liens on equipment are cleared. Proof of such payment and lien clearance shall be made prior to the City transferring 350Green's interests under the Grant Agreement.

4. In satisfaction of its obligations contained in Paragraphs 1 and 3 of this section, CCG shall have the right to pay or settle all claims made by contractors and lienholders previously submitted to the City for reimbursement by 350Green ("Claims") at less than face value. Once proof of settlement of such outstanding Claims is provided to the City, CCG shall be entitled to apply for and receive the remaining funds available under the Grant Agreement in accordance with its terms. In satisfaction of these obligations, in no event shall CCG be required to spend more than $798,497.92 in settlement of the Claims without the right to apply for and receive reimbursement for such overages under the Grant Agreement in accordance with its terms. In the event that CCG settles Claims for less than face value and the total amount of payments to satisfy the Claims totals less than $798,497.92, then CCG shall either (i) reimburse the City the amount of the difference, or (ii) spend the amount of the difference on eligible expenses fulfilling its obligations under Section A(2) of this proposal without the right to receive reimbursement under the Grant Agreement. If CCG elects to reimburse the City for the amount of the difference, then reimbursement by certified check shall be made prior to the City transferring 350Green's interests under the Grant Agreement.

5. Provide CDOT a revised scope and budget for the Grant Agreement ("Revised Scope") prior to the transfer of 350Green's interests under the Grant Agreement, reflecting CCG's proposal to complete in-process station installations, install additional stations and operate and maintain the infrastructure and network. Include information about costs to users, the station network, promoting the stations and project timeline. The Revised Scope shall include CCG's obligation to maintain all stations – whether they were installed by 350Green or will be installed by CCG – for three years from the date of the transfer of the Grant Agreement. Transfer of the Grant Agreement is subject to the City's approval of the terms of the Revised Scope.

6. Provide proof of CCG's capability to manage the project as described in the revised Grant Agreement at time of submission of the Revised Scope, as described in Paragraph 5.

7. Provide proof of insurance coverage as required in Section 3.6 of the Grant Agreement. Such proof must be submitted at least 7 days prior to the City transferring 350Green's interests under the Grant Agreement.

8. Provide an Economic Disclosure Statement and Affidavit, and a Familial Relations Disclosure Affidavit as required in section 9.13 of the Grant Agreement. Such statements must be submitted at least 7 days prior to the City transferring 350Green's interests under the Grant Agreement.

9. Provide assurance that Timothy Mason and Mariana Gerzanych will not be involved in the management nor implementation of the Grant Agreement. Such assurance shall be reflected in the Revised Scope, as described in Paragraph 4.

10. Release the City from any and all liability arising out of the Grant Agreement that CCG or 350Green may assert up to the date of transfer of interests to CCG.

B. In Exchange, the City Shall:

1. Transfer all rights and interests of 350Green under the Grant Agreement to CCG, through written approval for a change in ownership or control as provided in Section 8.1(G) and 9.20 of the Grant Agreement.

2. Amend the Grant Agreement to reflect the terms of the Revised Scope.

3. Release 350Green and CCG from any and all liability with respect to payments made, financial obligations incurred for materials and/or labor, in furtherance of the Grant Agreement, or representations as to such payments or obligations, up to the date of the transfer of interests to CCG. However, the City does not agree to absolve any personal liability of Timothy Mason or Mariana Gerzanych to the City under these provisions.

C. Time and Contract Considerations:

1. This proposed term sheet is for discussion and negotiation purposes only. The agreement on these proposed terms of settlement does not commit the City to settle with CCG, or with any other entity; nor does it commit CCG to settle with the City. Any final terms of transfer of the Grant Agreement are subject to approval by all appropriate individuals with execution authority at the City and CCG.

2. Acceptance by CCG of the transfer of the Grant Agreement shall be subject to the consummation of an acquisition transaction with 350Green and the transfer of property access agreements for all relevant locations.

3. The contract period of the Grant Agreement with CCG will extend to the end of 2015 for the purposes of station maintenance and reporting requirements, regardless of the date at which the grant funds are completely distributed.

Exhibit 10.4

CHICAGO DEPARTMENT OF TRANSPORTATION
CITY OF CHICAGO

March 1, 2013

John Pierce
DLA Piper
701 Fifth Ave., Suite 7000
Seattle, WA 98104

Re: First Amended and Restated Grant Agreement Between the City of Chicago ("City") and 350Green, LLC ("350Green")

Dear Mr. Pierce:

You have notified the City's Department of Transportation (CDOT) of your client 350Green's intent to transfer the ownership of 350Green to Car Charging Group, Inc. ("CCG"). CDOT approves this change in ownership, and will not consider it an Event of Default under Sec. 8.1(G) of the Grant Agreement.

As you know, 350Green is in default of the Grant Agreement. (See Notice of Default of June 14, 2012). This approval in change of ownership does not cure or obviate 350Green's events of default under the Grant Agreement in any way. In order for CCG to acquire 350Green's interests under the Grant Agreement free from default, the City will need to amend the Agreement pursuant to Sec. 9.4(B).

Very trul yours,

/s/ Gabe Klein

Gabe Klein
Commissioner
Chicago Department of Transportation

cc: Amy K. Maliza
Office of the General Counsel CarCharging, Inc.
1691 Michigan Ave., Suite 601 Miami Beach, FL 33139

Exhibit 99.1

CarCharging's Completes Acquisition of 350Green

Electric Vehicle Charging Service Provider Continues to Consolidate Market and Acquires Third EV Charging Station Owner and Operator

May 2, 2013 - **MIAMI BEACH, FL** – Car Charging Group, Inc. (OTCQB: CCGI) ("CarCharging"), a nationwide provider of convenient electric vehicle (EV) charging services, announced the closing of its acquisition of 350Green LLC, an owner and operator of EV charging stations throughout the United States. This is the third acquisition in 2013 for CarCharging as the company recently acquired Beam Charging and EVPass. With the acquisition of 350Green, CarCharging is now the owner of the largest independent public EV charging station network in the United States and the world.

CarCharging and 350Green operate EV charging stations at locations across the country. Both companies are partners with Simon Property Group, Inc., the largest real estate investment trust in the United States, and Walgreen's, the nation's largest drugstore chain. The acquisition of 350Green expands CarCharging's partnerships with major companies, retailers, municipalities, and universities, including Intel, Whole Foods, Sears, Supervalu, City of Chicago, and the University of Chicago at Illinois. This acquisition also further extends CarCharging's penetration in California, Illinois, and Washington.

"After nearly a year of working diligently to acquire 350Green, we are pleased to announce that the acquisition is finally complete," said Michael D. Farkas, CEO of CarCharging. "We are confident that this is a step forward in strengthening the EV charging industry, and we will work as quickly as possible to consolidate operations and ensure that all of 350Green's stations are working properly."

350Green's EV charging service locations offer Level 2 stations manufactured by AeroVironment, ChargePoint, and Sema Connect. Additionally, many of 350Green's locations include DC fast charging stations manufactured by Efacec. DC fast chargers drastically reduce charging times for compatible electric cars.

Michael Bernstein of The Bernstein Law Firm represented CarCharging in the completion of the acquisition of 350Green.

About Car Charging Group, Inc.

Car Charging Group, Inc. (OTCQB: CCGI) is a pioneer in nationwide public electric vehicle (EV) charging services at accessible and convenient locations. Headquartered in Miami, Florida with offices in California, 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 85 strategic partnerships across various business sectors. CarCharging's partners manage or own a total of more than 8 million parking spaces, and include, but are not limited to City Park, Ace Parking, Central Parking, Equity One, Equity Residential, Forest City Enterprises, Walgreens, Simon Property Group, Pennsylvania Turnpike Commission, 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**.

About 350Green

350Green operates a scalable network of plug-in electric vehicle (EV) charging stations across the US. The company distributes its stations by partnering with retail hosts at select, high-traffic shopping centers and other places where EV drivers live and work, to create an expansive and convenient network of EV charging locations.

Forward-Looking Safe Harbor Statement:

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

Investor Relations and Media Contacts:

CarCharging Media Contact:
Suzanne Tamargo
Suzanne@CarCharging.com
(305) 521-0200 x 214

CarCharging Investor Relations:
Constellation Asset Advisors, Inc.
www.ConstellationAA.com
(415) 524-8500