Registration No. 333-214461

As filed with the U.S. Securities and Exchange Commission on July 6 , 2017

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

Amendment No. 2 to

FORM S-1

REGISTRATION STATEMENT
Under
The Securities Act of 1933

CAR CHARGING GROUP, INC.
(Exact name of Registrant as specified in its charter)

Nevada	**3612**	**03-0608147**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

3284 West 29 Court
Hollywood , Florida 33020-1320
(305) 521-0200
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Michael J. Calise
Chief Executive Officer
3284 West 29 Court
Hollywood , Florida 33020-1320
(305) 521-0200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Joseph M. Lucosky	**Barry I. Grossman**
Steven A. Lipstein	**Sarah E. Williams**
Lucosky Brookman LLP	**Ellenoff Grossman & Schole LLP**
101 Wood Avenue South,	**1345 Avenue of the Americas**
5th Floor	**New York, NY 10105**
Woodbridge, NJ 08830	**(212) 370-1300**
(732) 395-4400	

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company . See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large-Accelerated Filer	[ ]	Accelerated Filer	[ ]
Non-Accelerated Filer	[ ]	Smaller Reporting Company	[X]
		Emerging Growth Company	[ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. [ ]

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Common Stock, par value $0.001 per share(2)(3)	$ 23,000,000	$ 2,665.70
Warrants to Purchase Common Stock (4)(5)	—	—
Shares of Common Stock issuable upon exercise of the Warrants (2)(3)(6)	$ 28,750,000	$ 3,332.13
Total	$ 51,750,000	$ 5,997.83(7)

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended.

(2) Pursuant to Rule 416, the securities being registered hereunder include such indeterminate number of additional securities as may be issued after the date hereof as a result of stock splits, stock dividends or similar transactions.

(3) Includes shares of the Registrant's Common Stock and/or warrant to purchase Common Stock which may be issued upon exercise of a 45-day option granted to the underwriters, to cover over-allotments, if any, equal to 15% of the number of shares of Common Stock and warrants sold in the offering.

(4) There will be issued a warrant to purchase one share of Common Stock for every one share of Common Stock offered. The Warrants will cost $0.01 per Warrant.

(5) The maximum number of the Warrants and the shares of the Registrant's Common Stock underlying the Warrants are being simultaneously registered hereunder. Consistent with the response to Question 240.06 of the Securities Act Rules Compliance and Disclosure Interpretations, the registration fee with respect to the Warrants has been allocated to the shares of the Registrant's Common Stock underlying the Warrants and those shares are included in the registration fee.

(6) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(g) under the Securities Act. The warrants are exercisable at a per share price of 125% of the Common Stock public offering price.

(7) Fees in the amount of $5,361 were previously paid.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the registration statement shall become effective on such date as the SEC, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION DATED JUIY 6 , 2017

2,162,162 Shares of Common Stock

Warrants to Purchase up to 2,162,162 Shares of Common Stock

Car Charging Group, Inc.

This is a firm commitment public offering of 2,162,162 shares of Common Stock, $0.001 par value per share (the "Common Stock") , and warrants to purchase 2,162,162 shares of Common Stock, of Car Charging Group, Inc. The number of shares and warrants are based on an assumed public offering price of $9.25 per share, the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the 1:50 reverse stock split of the Common Stock that will be effected in connection with this offering (the "Reverse Stock Split"). The warrants are exercisable immediately, have an exercise price of $ per share, 125% of the combined public offering price of one share of Common Stock and one warrant offered in this offering, and expire five years from the date of issuance. We expect that the public offering price of our Common Stock will be between $ and $ per share and $0.01 per warrant.

Our Common Stock is presently quoted on the OTC Pink Current Information Marketplace under the symbol "CCGI". We have applied to have our Common Stock and warrants listed on The NASDAQ Capital Market under the symbols "BLNK" and "BLNKW," respectively. No assurance can be given that our application will be approved. There is no established public trading market for the warrants. No assurance can be given that a trading market will develop for the warrants.

Investing in our securities involves a high degree of risk. See "Risk Factors" beginning on page 9 of this prospectus for a discussion of information that should be considered in connection with an investment in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Combined Per Share and Warrant	Total [2]
Public offering price	$	$
Underwriting discounts and commissions[1]	$	$
Proceeds to us, before expenses	$	$

(1) Does not include a non-accountable expense allowance equal to 1% of the gross proceeds of this offering payable to Joseph Gunnar & Co., LLC, the representative of the underwriters. See "Underwriting" for a description of compensation payable to the underwriters .

(2) Assumes no exercise of the over-allotment option to purchase shares and/or warrants we have granted to the underwriters as described below.

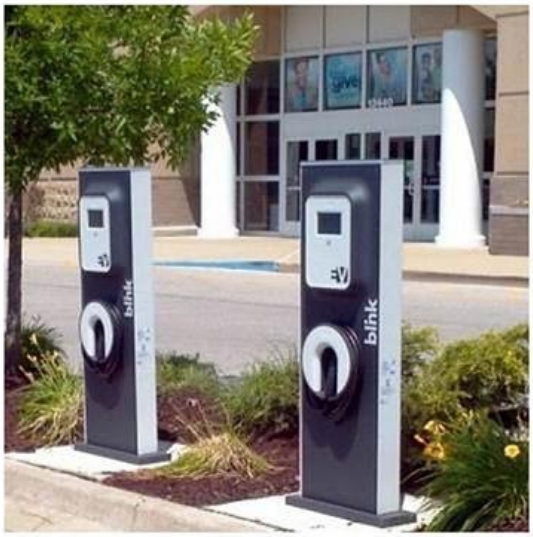
We have granted a 45-day option to the representative of the underwriters to purchase up to an aggregate of 324,324 additional shares of Common Stock and/or warrants to purchase shares of Common Stock equal to 15% of the number of shares of Common Stock and warrants sold in the offering, solely to cover over-allotments , if any.

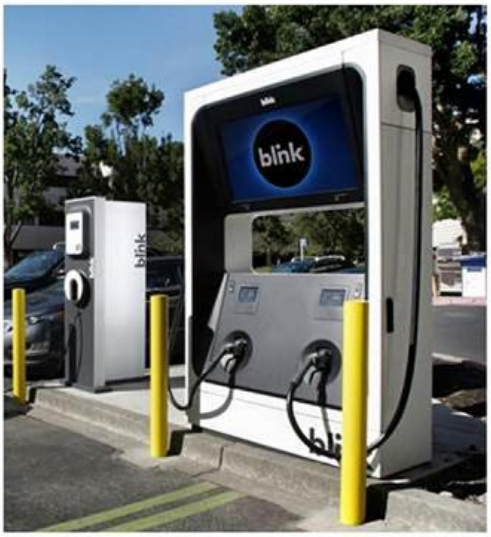
The underwriters expect to deliver our shares and warrants to purchasers in the offering on or about , 2017.

Joseph Gunnar & Co.

The date of this prospectus is _____, 2017

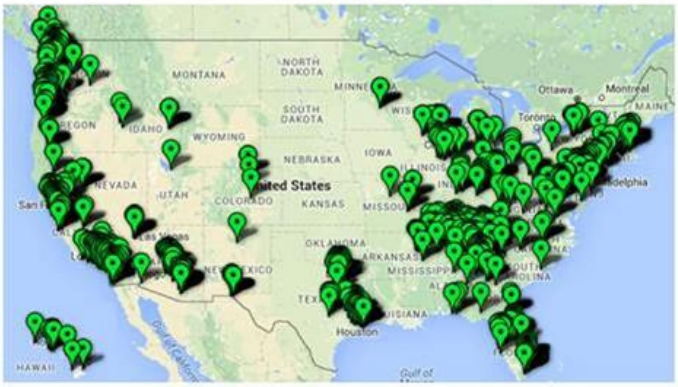
We are a leading owner, operator, and provider of electric vehicle ("EV") charging equipment and networked EV charging services. We offer both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types.

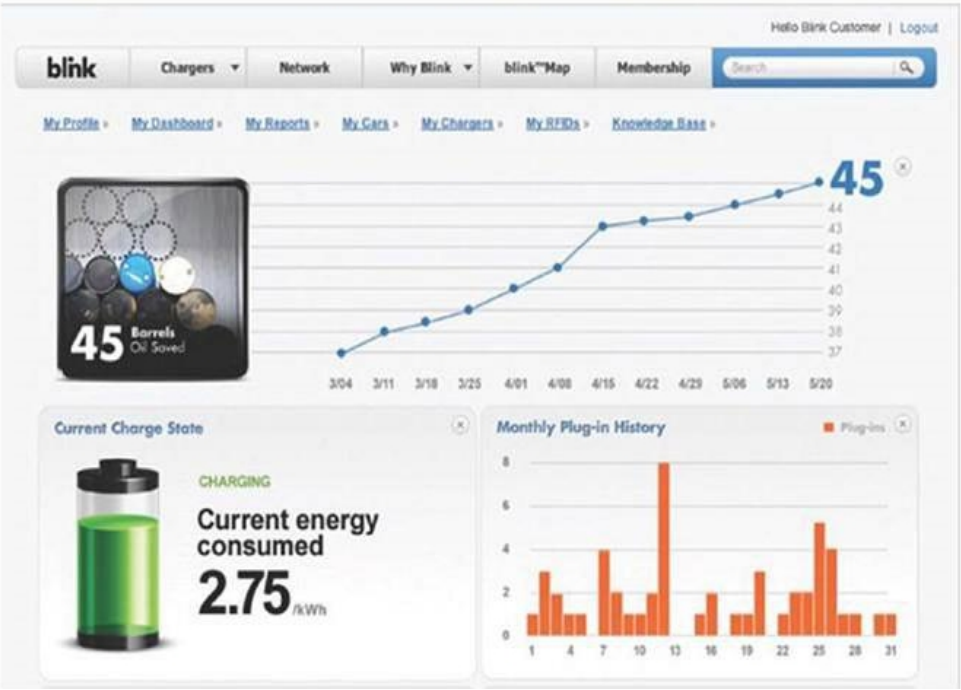




blink CARCHARGING

The Blink Network provides property owners, managers, and parking companies with cloud-based services that enable the remote monitoring and management of EV charging stations, payment processing, and provides EV drivers with vital station information including station location, availability, and applicable fees.





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You should rely only on information contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. We have not, and the underwriters have not, authorized anyone to provide you with additional information or information different from that contained in this prospectus or in any free writing prospectus. Neither the delivery of this prospectus nor the sale of our securities means that the information contained in this prospectus or any free writing prospectus is correct after the date of this prospectus or such free writing prospectus. This prospectus is not an offer to sell or the solicitation of an offer to buy our securities in any circumstances under which the offer or solicitation is unlawful or in any state or other jurisdiction where the offer is not permitted.

The information in this prospectus is accurate only as of the date on the front cover of this prospectus and the information in any free writing prospectus that we may provide you in connection with this offering is accurate only as of the date of that free writing prospectus. Our business, financial condition, results of operations and prospects may have changed since those dates.

No person is authorized in connection with this prospectus to give any information or to make any representations about us, the securities offered hereby or any matter discussed in this prospectus, other than the information and representations contained in this prospectus. If any other information or representation is given or made, such information or representation may not be relied upon as having been authorized by us.

Through and including , 2017 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor any of the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than the United States. You are required to inform yourself about, and to observe any restrictions relating to, this offering and the distribution of this prospectus.

The mark "Blink" is our registered trademark in the U.S., Australia, China, Hong Kong, Indonesia, Japan, South Korea, Malaysia, Mexico, New Zealand, Philippines, South Africa, Singapore, Switzerland, Taiwan, and is a trademark registered under the Madrid Protocol and pursuant to the Community Trade Mark ("CTM") in certain European countries. The mark "HQ" is our registered trademark in the U.S. We also use certain trademarks, trade names, and logos that have not been registered. We claim common law rights to these unregistered trademarks, trade names and logos.

PROSPECTUS SUMMARY

This summary highlights selected information appearing elsewhere in this prospectus. Because this is only a summary, it does not contain all of the information you should consider before investing in our securities. You should read this prospectus carefully, especially the risks and other information set forth under the heading "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes included elsewhere in this prospectus, before making an investment decision. Some of the statements made in this prospectus discuss future events and developments, including our future strategy and our ability to generate revenue, income and cash flow. These forward-looking statements involve risks and uncertainties which could cause actual results to differ materially from those contemplated in these forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements". Unless otherwise indicated or the context requires otherwise, the words "we," "us," "our," the "Company" or "our Company" and "CarCharging" refer to Car Charging Group, Inc., a Nevada corporation, and its subsidiaries.

The Reverse Stock Split of our ***Common Stock*** *will be effected prior to the pricing of this offering. With the exception of the securities that are not affected by the Reverse Stock Split as noted where applicable (principally warrant shares held by Michael Farkas our Executive Chairman)), all share amounts in this prospectus have been retroactively adjusted to give effect to the Reverse Stock Split, including the financial statements and notes thereto.*

Overview

We are a leading owner, operator, and provider of electric vehicle ("EV") charging equipment and networked EV charging services. We offer both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types.

Our principal line of products and services is our Blink EV charging network (the "Blink Network") and EV charging equipment (also known as electric vehicle supply equipment) and EV related services. Our Blink Network is proprietary cloud-based software that operates, maintains, and tracks all of the Blink EV charging stations and the associated charging data. The Blink Network provides property owners, managers, and parking companies, who we refer to as our "Property Partners", with cloud-based services that enable the remote monitoring and management of EV charging stations, payment processing, and provides EV drivers with vital station information including station location, availability, and applicable fees.

We offer our Property Partners a flexible range of business models for EV charging equipment and services. In our comprehensive and turnkey business model, we own and operate the EV charging equipment, manage the installation, maintenance, and related services; and share a portion of the EV charging revenue with the property owner. Alternatively, Property Partners may share in the equipment and installation expenses, with CarCharging operating and managing the EV charging stations and providing connectivity to the Blink Network. For Property Partners interested in purchasing and owning EV charging stations that they manage, we can also provide EV charging hardware, site recommendations, connectivity to the Blink Network, and service and maintenance services.

We have strategic relationships with hundreds of Property Partners that include well-recognized companies, large municipalities, and local businesses. The types of properties include airports, auto dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condo, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations. Some examples are Caltrans, City of Azusa, City of Chula Vista, City of Springfield, City of Tucson, Cracker Barrel, Federal Realty, Fred Meyer Stores, Inc., Fry's Food & Drug, Inc., IKEA, JBG Associates, LLC, Kroger Company and Ralphs Grocery Company. We continue to establish contracts with Property Partners that previously had contracts with the EV services providers that we acquired, including ECOtality, Inc. ("ECOtality"), the former owner of the Blink related assets, which we acquired in October 2013.

As of June 26 , 2017, we have approximately 14,370 charging stations deployed of which 4,972 are Level 2 public charging units, 119 DC Fast Charging EV chargers and 2,269 residential charging units in service on the Blink Network. Additionally, we currently have approximately 353 Level 2 charging units on other networks and there are also approximately an additional 6,657 non-networked, residential Blink EV charging stations. The non-networked, residential Blink EV charging stations are all partner owned. Level 2 EV chargers are ideal for commercial and residential use, and has the standard J1772 connector, which is compatible with all major auto manufacturer electric vehicle models. Our DC Fast Charging equipment ("DCFC") currently has the CHAdeMo connector, which is compatible with Nissan, Kia, and Tesla electric vehicle models, and typically provides an 80% charge in less than 30 minutes.

Competitive Advantages/Operational Strengths

Early Mover Advantage*:* We continue to leverage our large and defendable first mover advantage and the digital customer experience we have created for both drivers and Property Partners. We have approximately 96,000 drivers currently registered with Blink that appreciate the value of EV charging sessions on a leading, established, and robust network. We have thousands of Blink chargers deployed across the United States and the goal is to keep our Property Partners on one consistent network when expanding on any given property.

Long-Term Contracts with Property Owners: We have strategic and often long term agreements with location exclusivity for Property Partners across numerous transit/destination locations, including airports, car dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condo, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations. We have hundreds of Property Partners that include well-recognized companies, large municipalities, and local businesses. Some examples are Caltrans, Carl's Jr., City of Azusa, City of Chula Vista, City of Springfield, City of Tucson, Cracker Barrel, Federal Realty, Fred Meyer Stores, Inc., Fry's Food & Drug, Inc., Garage Management Company, Icon Parking, IKEA, iPark, JBG Associates, Kohls, Kroger Company, LAZ Parking, Macy's, McDonald's, and Ralphs Grocery Company, Sears, Simon Properties, and SP+ Parking. We continue to establish new contracts with Property Partners that previously secured our services independently, or had contracts with the EV services providers that we acquired, including ECOtality, the former owner of the Blink related assets.

Flexible Business Model*:* We are able to offer and sell both EV charging equipment as well as access to our robust, cloud-based EV charging software, which we refer to as the Blink Network. We believe that we have an advantage in our ability to provide by offering various business models to Property Partners and leverage along with our technology to meet the needs of both Property Partners and EV drivers, we have an advantage compared to our competitors. Our Property Partner business model options include:

1. CarCharging Owns: We provide EV charging equipment, which we own and maintain, and operate the EV charging services through our Blink Network and share a portion of the revenues generated from the stations with our Property Partner.

2. Host Owned: The Property Partner purchases our EV charging equipment and pays for connectivity to our Blink Network as well as payment transaction fees and optional service fees.

3. Hybrid: We also offer customized business models that meet individual Property Partner needs and combines features from the aforementioned business models.

Ownership and Control of EV Charging Stations and Services*:* We own a large percentage of our stations, which is a significant differentiation between us and some of our primary competitors. This ownership model allows us to control the settings and pricing for our EV charging services, service the equipment as necessary, and have greater brand management and price uniformity.

Experience with Products and Services of Other EV Charging Service Providers. From inception in 2009 and via acquisitions of other EV charging service providers (Beam Charging, 350Green, EV Pass, and Blink), we have had the experience of owning and operating EV charging equipment provided by other EV charging service providers, including General Electric, ChargePoint, and SemaConnect. This experience has provided us with the working knowledge of the benefits and drawbacks of other equipment manufacturers and their applicable EV charging networks.

Our Risks and Challenges

An investment in our securities involves a high degree of risk including risks related to the following:

- Our Revenue Growth Depends on Consumers' Willingness to Adopt EVs;
- We Need Additional Capital to Fund Our Growing Operations and Cannot Assure You That We Will Be Able to Obtain Sufficient Capital on Reasonable Terms or at All, and We May Be Faced to Limit the Scope of Our Operations;
- The Report of Our Independent Registered Public Accounting Firm Contains an Explanatory Paragraph That Expresses Substantial Doubt About Our Ability to Continue as a Going Concern;
- We Have a History of Significant Losses, and If We Do Not Achieve and Sustain Profitability, Our Financial Condition Could Suffer;
- We May Not Have The Liquidity to Support Our Future Operations and Capital Requirements;
- The Unavailability, Reduction or Elimination of Government Incentives Could Have a Material Adverse Effect on Our Business, Financial Condition, Operating Results and Prospects; and
- If We Are Unable to Keep up with Advances in Electric Vehicle Technology, We May Suffer a Decline in Our Competitive Position.

Securities Purchase Agreement with JMJ Financial

We entered into a Securities Purchase Agreement dated October 7, 2016 (the "Purchase Agreement") with JMJ Financial, a Nevada sole proprietorship owned by Justin Keener ("JMJ," and together with our Company, the "Parties"). In accordance with its terms, the Purchase Agreement became effective upon (i) execution by the Parties of the Purchase Agreement, a Promissory Note (as defined below), and the October JMJ Warrant (as defined below), and (ii) delivery of an initial advance pursuant to the Promissory Note of $500,000, which occurred on October 13, 2016. The Promissory Note and the October JMJ Warrant were issued on October 13, 2016. Pursuant to the Purchase Agreement, as amended on March 23, 2017, May 15, 2017 and June 15, 2017, JMJ purchased from our Company (i) a promissory note (the "Promissory Note"), convertible into Common Stock, in the aggregate principal amount of up to $3,725,000 due and payable on the earlier of July 15, 2017 or the third business day after the closing of an offering pursuant to the registration statement of which this prospectus forms a part (the "Registered Offering"), and (ii) a Common Stock purchase warrant (the "October JMJ Warrant") to purchase 14,286 shares of our Common Stock at an exercise price per share equal to the lesser of (i) 80% of the per share price in the contemplated Registered Offering, (ii) $35, (iii) 80% of the unit price in the Registered Offering (if applicable), (iv) the exercise price of any warrants issued in the Registered Offering, or (v) the lowest conversion price, exercise price, or exchange price, of any security issued by us that was outstanding on October 13, 2016. Pursuant to the terms of the Promissory Note, JMJ has agreed that it will not convert the Promissory Note into more than 9.99% of our outstanding shares of Common Stock. JMJ currently does not own any shares of our Common Stock. The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. The Promissory Notes each have an original issue discount of approximately 6%. This means that the Company will need to repay at least $530,000 for every $500,000 borrowed. We refer to these transactions that occurred in October 2016 as the "JMJ Financing".

If we do not repay the Promissory Note on the maturity date (currently July 15, 2017), JMJ can convert all or part of the outstanding and unpaid principal, accrued interest, and any other fees into shares of Common Stock at a conversion price that is the lesser of $35.00 or 60% of the lowest trade price in the 25 trading days previous to the conversion. If we do not repay the Promissory Note on the maturity date and if we have issued a variable security at any time the Promissory Note is outstanding, then in such event JMJ shall have the right to convert all or any portion of the outstanding balance of the Promissory Note into shares of Common Stock on the same terms as granted in any applicable variable security issued by us.

With the achievement of certain milestones in November 2016 (the filing with the Securities and Exchange Commissions (the "SEC") of a Preliminary Information Statement on Schedule 14C regarding the Reverse Stock Split), an additional advance of $500,000 under the Promissory Note occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017 (the filing with the SEC of a revised Preliminary Information Statement and a Definitive Information Statement, each on Schedule 14C regarding a reverse stock split), additional advances of $225,100 and $300,000 under the Promissory Note occurred on February 10 and February 27, respectively. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively. All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 share of the Company's Common Stock was issued on the same date. As of June 26, 2017, eight (8) warrants to purchase a total of 71,432 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $2,500,100. On the fifth (5th) trading day after the closing of the Registered Offering, but in no event later than July 15, 2017, we will deliver to JMJ shares of our Common Stock ("Origination Shares") equal to 48% of the consideration paid by JMJ under the Promissory Note divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of our Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Registered Offering, or (iv) 80% of the unit offering price of the Registered Offering (if applicable), or (v) the exercise price of any warrants issued in the Registered Offering. The number of shares to be issued will be determined based on the share price in this offering. If the Registered Offering does not occur prior to July 15, 2017, if JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above.

In connection with the Purchase Agreement, the Company entered into a Representations and Warranties Agreement (the "Representations and Warranties Agreement") with JMJ regarding the Company's existing debt as of October 7, 2016. The Company had agreed to obtain agreements, by December 15, 2016, with holders owning at least $7,000,000 of the outstanding liabilities as reflected on the Company's balance sheet as of June 30, 2016, providing for those holders to convert their liabilities into shares of Series C Convertible Preferred Stock ("Series C Preferred Shares") or Common Stock of the Company at or prior to the time of the closing of the Registered Offering. The Company had also agreed to, by December 15, 2016, seek agreements so that the Company would not have, other than securities issued to JMJ, any variable securities. The Company is still seeking these letter agreements. Although the Company did not meet the December 2016 deadline, JMJ has not sought any remedies or assessed any fees for such failure.

On March 23, 2017, the parties amended the terms of the Promissory Note such that JMJ agreed to conditionally waive the defaults with regards to our failure to meet the original maturity date of the Promissory Note and the original delivery date of February 15, 2017 for the Origination Shares and extended the Maturity Date to May 15, 2017. JMJ did not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies JMJ may choose in the future to assess, apply or pursue in its sole discretion) and JMJ's conditional waiver is conditioned on us not being in default of and not breaching any term of the note, the securities purchase agreement, or any other transaction documents in connection therewith at any time subsequent to March 23, 2017. The parties amended the terms of the Promissory Note in a similar manner on May 15, 2017 (extending the Maturity Date to June 15, 2017) and June 15, 2017 (extending the Maturity Date to July 15, 2017) . As of June 26, 2017, JMJ has not asserted its right to assess penalties resulting from the defaults with regards to our failure to meet the original (and amended) maturity date of the Promissory Note and the original (and amended) delivery date for the Origination Shares.

We are subject to a number of additional risks which you should be aware of before you buy our securities in this offering. These risks are discussed more fully in the section entitled "Risk Factors" following this prospectus summary.

Listing on The Nasdaq Capital Market

We have applied to list our Common Stock and warrants on The Nasdaq Capital Market ("NASDAQ") under the symbols "BLNK" and "BLNKW." If our listing application is approved, we expect to list our Common Stock and warrants on NASDAQ upon the closing of this offering and our Common Stock will cease to be traded on the OTC Pink Current Information Marketplace. No assurance can be given that our listing application will be approved. This offering will occur only if NASDAQ approves the listing of our Common Stock and warrants on NASDAQ. If NASDAQ does not approve the listing of our Common Stock and warrants, we will not proceed with this offering.

Going Concern Considerations

As reflected in our unaudited condensed consolidated financial statements for the year ended March 31, 2017, we had a cash balance, a working capital deficiency and an accumulated deficit of $2,988, $18,989,258 and $84,169,514, respectively. During the three months ended March 31, 2017, the Company incurred a net loss of $3,097,732. These factors raise substantial doubt about our ability to continue as a going concern within a year after the financial statement issuance date, as expressed in the notes to our unaudited condensed consolidated financial statements. Historically, we have been able to raise funds to support our business operations.

While we believe in the viability of our strategy to generate sufficient revenues and in our ability to raise additional funds through the completion of this offering, there can be no assurance that we will be able to generate sufficient revenues or complete this offering, raise anticipated proceeds, or that any other debt or equity financing will be available or, if available, that it will be available on terms acceptable to us. If we fail to complete this offering or raise anticipated proceeds, we may not be able to continue operations and as such our independent auditor's report will continue to contain an uncertainty paragraph related to our ability to continue as a going concern.

Corporate Information

Car Charging Group, Inc., a Nevada corporation, is the parent company of Car Charging, Inc., a Delaware corporation, which serves as the main operating company and is, in turn, the parent company of several distinct wholly-owned subsidiary operating companies including, but not limited to, eCharging Stations LLC, Blink, Beam Charging LLC and EV Pass LLC. Car Charging Group, Inc. was formed in the State of Nevada on October 3, 2006, under our prior name, New Image Concepts, Inc. New Image Concepts, Inc. changed its name to Car Charging Group, Inc., on December 8, 2008. Car Charging, Inc. was incorporated in Delaware on September 8, 2009. We purchased the assets referred to as the Blink Network from ECOtality, Inc. on October 16, 2013. From April 22, 2013 to April 16, 2014, 350 Green LLC ("350 Green") was a wholly-owned subsidiary of the Company in which the Company had full control and was consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity. We determined that we were the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in our consolidated financial statements. On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements.

We maintain our principal offices at 3284 West 29 Court, Hollywood , Florida, 33020 . Our telephone number is (305) 521-0200. Our Silicon Valley office houses our Chief Executive Officer ("CEO"). Our website is www.CarCharging.com and we can be contacted by email at info@CarCharging.com. Our website and the information contained in, or accessible through, our website will not be deemed to be incorporated by reference into this prospectus and does not constitute part of this prospectus.

THE OFFERING

Securities offered by us:	2,162,162 shares of our Common Stock and warrants to purchase 2,162,162 shares of our Common Stock, based on the assumed public offering price of $9.25 per share (the last reported sale price for our Common Stock on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split to be effected in connection with this offering). Each warrant will have an exercise price of $ per share (125% of the combined public offering price), is exercisable immediately and will expire five years from the date of issuance
Common Stock outstanding before the offering as of June 26 , 2017:	1,630,696 shares
Common Stock to be outstanding after the offering:	9,970,974 shares (consisting of the following shares of Common Stock issuable upon the closing of this offering in addition to the shares of Common Stock being offered: (A) 15,359 shares issuable to three employee members of the Board of Directors in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017; (B) 2,200,000 shares issuable pursuant to letter agreements, dated June 23, 2017 signed by the two holders of the Series A Convertible Preferred Stock ("Series A Preferred Shares") (both of whom are executive officers of the Company) to convert 11,000,000 Series A Preferred Shares; (C) 102,568 shares issuable to the Series B Convertible Preferred Stock ("Series B Preferred Shares") holders equal to $825,000 payable to the holders of Series B Preferred Shares to redeem the 8,250 shares divided by the assumed public offering price of $9.25, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split multiplied by a factor of 1.15; (D) 3,172,824 shares issuable to the holders of Series C Preferred Shares upon conversion of 204,164 Series C Preferred Shares based on 204,164 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price of $9.25 per share, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%; (E) 124,371 shares issuable upon conversion of 8,003 Series C Preferred Shares pursuant to drag-along rights under an amendment to the as-amended Certificate of Designations for the Series C Preferred Shares (the "Series C Amendment") expected to be filed following the expected approval by the majority holder of the Series C Preferred Shares (an entity affiliated with Michael D. Farkas, our Executive Chairman), based on 8,003 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price of $9.25 per share, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%; (F) 411,638 shares issuable pursuant to letter agreements with regard to warrants to purchase 633,407 warrant shares; (G) 129,735 Origination Shares issuable to JMJ; and (H) 21,622 shares issuable pursuant to a settlement agreement.)
Option to purchase additional shares:	We have granted the underwriters a 45-day option to purchase up to 324,324 additional shares of our Common Stock and/or warrants to purchase an additional 324,324 shares of Common Stock at their respective public offering prices as set forth on the cover of this prospectus, solely to cover over-allotments, if any.
Use of proceeds:	We intend to use the net proceeds of this offering for the following purposes : ● Approximately $3.3 million for the repayment of certain debt and other obligations including (i) $542,567 in principal and interest owed pursuant to convertible notes issued to an entity controlled by Mr. Farkas that are currently past due. The interest rate is 18%. The Company used the proceeds of these convertible notes for working capital; (ii) $2,500,100 owed to JMJ (not including the original issue discount of approximately 6% which we owe and which equals, as of June 26, 2017, approximately $150,000) with no interest rate and a maturity date of the earlier of July 15, 2017 or the third business day after the closing of this offering. The Company used the proceeds of the loans from JMJ for working capital; (iii) placement agent and legal fees of approximately $125,000 related to the JMJ Financing (of which $22,000 will be paid to Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, and $58,000 will be paid to Ardour Capital Investments, LLC ("Ardour"), an entity of which Mr. Farkas owns less than 5%)); and (iv) $50,000 owed to Chase Mortgage, Inc., pursuant to the Third Amendment to Secured Convertible Promissory Note dated November 9, 2015 with a monthly interest rate of 1.5% that is currently past due. The original Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, 2015 and May 1, 2015. ● Approximately $4.0 million for the deployment of charging stations; ● Approximately $1.0 million to expand our product offerings including but not limited to completing the research and development, as well as the launch of our next generation of EV charging equipment; ● Approximately $3.0 million to add additional staff in the areas of finance, sales, customer support, and engineering; and ● The remainder for working capital and other general corporate purposes. See "Use of Proceeds" section on page 29 .
Risk factors:	Investing in our securities is highly speculative and involves a high degree of risk. You should carefully consider the information set forth in the "Risk Factors" section beginning on page 9 before deciding to invest in our securities.
Trading Symbol:	Our Common Stock is presently quoted on the OTC Pink Current Information Marketplace under the symbol "CCGI". We have applied to have our Common Stock and warrants listed on The NASDAQ Capital Market under the symbols "BLNK" and "BLNKW," respectively.
Lock-up:	We and our directors, officers and principal stockholders have agreed with the underwriters not to offer for sale, issue, sell, contract to sell, pledge or otherwise dispose of any of our Common Stock or securities convertible into Common Stock for a period of 180 days after the date of this prospectus, in the case of our directors and officers, and 90 days after the date of this prospectus, in the case of our principal stockholders. See "Underwriting" section on page 95 .

NASDAQ listing requirements include, among other things, a stock price threshold. As a result, prior to effectiveness, we will need to take necessary steps to meet NASDAQ listing requirements, including but not limited to an expected 1 for 50 reverse stock split of our Common Stock.

The 1,630,696 shares of Common Stock outstanding as of June 26, 2017 excludes the following as of such date:

- 999,994 shares issuable upon exercise of outstanding warrants with a weighted average exercise price of $43.00;
- 3,000,000 shares of Common Stock issuable upon exercise of warrants held by an entity wholly-owned by Mr. Farkas which are not subject to the Reverse Stock Split at a weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split);
- 148,034 shares issuable upon exercise of outstanding options with a weighted average exercise price of $58.00, under our equity compensation plans;
- 27,500,000 shares issuable to convert 11,000,000 Series A Preferred Shares as of June 26, 2017 if the Reverse Stock Split is not implemented (once the Reverse Stock Split is implemented, regardless of whether the offering ever closes, there will be 2,200,000 shares issuable to convert the 11,000,000 Series A Preferred Shares);
- 91,666 shares issuable to the Series B Preferred Shares holders as of June 26, 2017 to convert 8,250 Series B Preferred Shares;
- 606,191 shares issuable to the Series C Preferred Share holders as of June 26, 2017 to convert 212,167 Series C Preferred Shares;
- 17,360 shares issuable upon conversion of principal and interest owed pursuant to outstanding convertible notes; and
- the shares of Common Stock issuable upon exercise of warrants sold in this offering.

Unless otherwise stated, all information in this prospectus assumes no exercise of the underwriters' over-allotment option to purchase additional shares and/or warrants.

SUMMARY CONSOLIDATED FINANCIAL INFORMATION

The following summary consolidated statements of operations data for the years ended December 31, 2016 and 2015 and the selected consolidated balance sheet data as of December 31, 2016 and 2015 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated statements of operations data for the three months ended March 31, 2017 and 2016 and the consolidated balance sheets data as of March 31, 2017 are derived from our unaudited consolidated financial statements that are included elsewhere in this prospectus. The historical financial data presented below is not necessarily indicative of our financial results in future periods, and the results for the three months ended March 31, 2017 are not necessarily indicative of our operating results to be expected for the full fiscal year ending December 31, 2017 or any other period. You should read the summary consolidated financial data in conjunction with those financial statements and the accompanying notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our consolidated financial statements are prepared and presented in accordance with United States generally accepted accounting principles ("U.S. GAAP"). Our unaudited consolidated financial statements have been prepared on a basis consistent with our audited financial statements and include all adjustments, consisting of normal and recurring adjustments that we consider necessary for a fair presentation of the financial position and results of operations as of and for such periods.

SUMMARY STATEMENTS OF OPERATIONS DATA

	For The Three Months Ended March 31,		For The Fiscal Years Ended December 31*,	
	(unaudited) 2017	(unaudited) 2016	2016	2015
Revenues:				
Total Revenues	$ 595,620	$ 840,137	$ 3,326,021	3,957,795
Total Cost of Revenues	432,407	746,775	2,813,680	2,861,738
Gross Profit (Loss)	163,213	93,362	512,341	1,096,057
Operating Expenses:				
Compensation	997,357	1,463,779	4,879,612	8,200,246
Other operating expenses	242,941	344,803	1,451,683	1,662,748
General and administrative expenses	313,708	268,904	1,393,954	2,552,857
Lease termination costs	300,000	—	—	—
Impairments and loss of title of assets	—	—	—	9,531,612
Total Operating Expenses	1,854,006	2,077,486	7,725,249	12,415,851
Total Other (Expense) Income	(1,406,939)	(2,416,668)	(486,219)	3,074,870
Net Loss	(3,097,732)	(4,400,792)	(7,699,127)	(8,244,924)
Net Income Attributable to the Noncontrolling Interest	—	—	—	389,600
Net Loss Attributable to Common Stockholders	$ (3,852,632)	$ (4,719,192)	$ (9,167,627)	$ (9,584,624)
Net Loss Per Share				
Basic and Diluted	$ (2.39)	$ (2.96)	(5.72)	(6.06)
Weighted Average Number of Shares of Common Stock Outstanding				
Basic and Diluted	1,609,530	1,591,691	1,603,139	1,580,584

The outstanding historical share information in the table above is based on shares of Common Stock outstanding as of March 31, 2017 and excludes as of such date the following:

(i) Preferred Shares:

a. 11,000,000 Series A Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 27,500,000 shares of Common Stock;

b. 8,250 Series B Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 85,490 shares of Common Stock; and

c. 150,426 Series C Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 429,789 shares of Common Stock.

(ii) outstanding options to purchase an aggregate of 148,234 shares of Common Stock, with a weighted-average exercise price of approximately $58.00 per share, under our equity compensation plans; and

(iii) 3,778,225 shares of Common Stock issuable upon exercise of outstanding warrants which included 778,225 shares at a weighted average exercise price of $55.92 per share and 3,000,000 warrant shares owned by an entity wholly-owned by Mr. Farkas not subject to the Reverse Stock Split at a weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

SELECTED BALANCE SHEETS DATA

	For The Three Months Ended March 31,	For The Fiscal Years Ended December 31*,	
	(unaudited) 2017	2016	2015

Cash and cash equivalents	$	2,988	$	5,898	$ 189,231
Working capital (deficit)	$	(18,989,258)	$	(21,184,871)	$ (14,437,434)
Total assets	$	2,006,390	$	1,910,881	$ 3,674,126
Total liabilities	$	25,810,215	$	21,898,035	$ 16,465,822
Total stockholders' equity (deficit)	$	(24,628,825)	$	(20,812,154)	$ (13,616,696)

* Derived from audited consolidated financial statements.

The balance sheet table below presents consolidated balance sheets data as of March 31, 2017 on:

- an actual basis;
- a pro forma basis, giving effect to

(1) the sale by us to JMJ of a Promissory Note in the amount of approximately $1.8 million offset by the Promissory Note discounts and issuance costs of:

(A) Common Stock purchase warrants for 51,574 shares of Common Stock issued to JMJ with an estimated fair value of $230,263 using the multi-nomial lattice pricing model based upon: (i) an expected life of 1.53 – 4.25 years ; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00;

(B) placement agent cash fees of $195,510 and warrants to purchase 5,157 shares of Common Stock with an estimated fair value of $23,022 using the multi-nomial lattice pricing model based upon: (i) an expected life of 1.53 – 4 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00. Such fees and warrants were issued in connection with the JMJ Financing; and

(C) Subsequent to March 31, 2017, the Company received an additional $695,000 from JMJ, issued to JMJ an additional 19,857 warrant shares valued at $39,899, became obligated to issue Origination Shares valued at $333,600, incurred additional placement fee issuance costs of approximately $69,000, an additional $168,000 of deferred issuance associated with the default conversion feature of the borrowings and incurred additional original issue discount of approximately $72,000.

(2) On May 8, 2017, the Company issued 61,740 Series C Preferred Shares to settle liabilities totaling $ 6,155,489 for the accrued public information fee, dividend payable, and registration rights penalty liabilities.

(3) On May 8, 2017, the Company issued 21,166 shares of Common Stock in settlement of $386,900 in various accrued expenses (including payments to a business development consultant , a law firm engaged for representation of the Company during the ECOtality bankruptcy, an accounting firm, and a sales agent).

(4) On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors in the state of Michigan, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements. The Company determined that pro forma financial statements are not required to be presented because 350 Green had no operations and no assets. In connection with the matter, the Company paid $71,000 of legal fees.

- a pro forma as adjusted basis, giving effect to the pro forma events above and for the sale by us of 2,162,162 shares of Common Stock in this offering at an assumed public offering price of $9.25 per share, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split, after deducting sales agents' discounts and commissions and estimated offering expenses, and the following:

  (1) As of June 26, 2017, the Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which at the closing of this offering, warrants to purchase an aggregate of 633,407 warrant shares will convert into 411,638 shares of Common Stock, based on the assumed public offering price per share of $9.25, as adjusted to reflect the Reverse Stock Split. The issuance of these 411,638 shares will result in an inducement charge of approximately $2.4 million and reduce derivative liabilities by approximately $1.86 million.
  (2) On June 23, 2017, the two holders of the Series A Preferred Shares signed letter agreements pursuant to which, at the closing of this offering, 11,000,000 Series A Preferred Shares will convert into 2,200,000 shares of Common Stock. Pursuant to the original terms of the Series A Preferred Shares, the conversion price of the Series A Preferred Shares is not impacted by a reverse stock split such that the holders would have been entitled to 27,500,000 shares of Common Stock on a post-split basis. The Company recorded the contingent beneficial conversion feature with a value of $1,000,000 as a deemed dividend by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit. On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will convert into 102,568 shares of Common Stock which will result in an inducement charge of approximately $120,000. During May and June 2017, the holders of the Series C Preferred Shares signed letter agreements pursuant to which, at the closing of this offering, 204,164 Series C Preferred Shares will convert into 3,172,824 shares of Common Stock. The above number of shares are based on an assumed public offering price of $9.25, as adjusted to reflect the Reverse Stock Split. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $24.0 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

  (3) Pursuant to drag-along rights under the Series C Amendment expected to be filed following the expected approval by the majority holder of the Series C Preferred Shares (an entity affiliated with Mr. Farkas), 8,003 Series C Preferred Shares will convert into 124,371 shares of Common Stock which is equal to 8,003 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price per share of $9.25, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $0.9 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

  (4) At the closing of this offering, the Company will repay: (i) $542,567 in principal and interest owed pursuant to outstanding convertible notes issued to an entity controlled by our Executive Chairman, Mr. Farkas; (ii) $2,500,100 to JMJ related to funding provided under the JMJ convertible financing (not including the original issue discount of approximately 6% which we owe and which equals, as of June 26, 2017, approximately $150,000); and (iii) placement agent and legal fees of approximately $125,000 related to the JMJ Financing (of which $22,000 will be paid to Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, and $58,000 will be paid to Ardour). See "Use of Proceeds" section on page 29.

  (5) Concurrent with the closing of the offering, the Company will pay the former principals of 350 Green LLC $25,000 and $50,000 within 60 days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015.

  (6) Concurrent with the closing of the offering, the Company will issue 15,359 shares of Common Stock to three employee Board members in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017.

  (7) Concurrent with the closing of this offering, the Company will charge $617,000 against additional paid-in capital related to offering costs that have been deferred.

  (8) On June 8, 2017, the Company entered into a settlement agreement with former external legal counsel to settle $475,394 in payables owed for legal services as of March 31, 2017 for $100,000 in consideration: (a) $25,000 to be paid in cash at the closing of this offering; and (b) $75,000 in the form of shares of Common Stock issuable upon the closing of this offering. As a result, the Company will show a $375,395 reduction in liabilities.

  (9) The Company will issue 129,735 Origination Shares valued at $1,200,048, after the closing of this offering to JMJ pursuant to the Purchase Agreement.

  (10) On June 13, 2017, the Company entered into an agreement with ITT Canon LLC whereby the Company reached a settlement regarding, as of March 31, 2017, an accrued liability of $175,000. The Company will issue 21,622 shares of Common Stock at the closing of this offering.

The pro forma information will be adjusted based on the actual public offering price and other terms of this offering determined at pricing.

	Actual (unaudited)	Pro Forma (unaudited)	Pro Forma As Adjusted[(1)] (unaudited)
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 2,988	$ 626,988	15,359,366
Working capital (deficit)	$ (18,989,258)	$ (15,011,768)	6,169,387
Total assets	$ 2,006,390	$ 2,630,390	16,745,331
Total liabilities	$ 25,810,215	$ 16,301,236	9,852,459

Total stockholders' equity (deficit)	$ (24,628,825)	$ (14,495,846)	6,892,872

(1) A $1.00 increase or decrease in the assumed public offering price per share would increase or decrease our cash and cash equivalents, working capital (deficit), total assets and total stockholders' equity (deficit) by approximately $1.9 million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discount and estimated offering expenses payable by us.

RISK FACTORS

Investing in our Common Stock involves a high degree of risk. You should carefully consider the following risks and uncertainties described below, as well as other information included in this prospectus before deciding to purchase our securities. There are many risks that affect our business and results of operations, some of which are beyond our control. Our business, financial condition or operating results could be materially harmed by any of these risks. This could cause the trading price of our Common Stock to decline, and you may lose all or part of your investment. Additional risks that we do not yet know of or that we currently think are immaterial may also affect our business and results of operations.

Relating to Our Business

Our Revenue Growth Depends on Consumers' Willingness to Adopt Electric Vehicles.

Our growth is highly dependent upon the adoption by consumers of electric vehicles ("EV"), and we are subject to a risk of any reduced demand for EVs. If the market for EVs does not gain broad market acceptance or develops more slowly than we expect, our business, prospects, financial condition and operating results will be harmed. The market for alternative fuel vehicles is relatively new, rapidly evolving, characterized by rapidly changing technologies, price competition, additional competitors, evolving government regulation and industry standards, frequent new vehicle announcements, long development cycles for EV original equipment manufacturers, and changing consumer demands and behaviors. Factors that may influence the purchase and use of alternative fuel vehicles, and specifically EVs, include:

- perceptions about EV quality, safety (in particular with respect to lithium-ion battery packs), design, performance and cost, especially if adverse events or accidents occur that are linked to the quality or safety of EVs;
- the limited range over which EVs may be driven on a single battery charge and concerns about running out of power while in use;
- improvements in the fuel economy of the internal combustion engine;
- consumers' desire and ability to purchase a luxury automobile or one that is perceived as exclusive;
- the environmental consciousness of consumers;
- volatility in the cost of oil and gasoline;
- consumers' perceptions of the dependency of the U.S. on oil from unstable or hostile countries and the impact of international conflicts;
- government regulations and economic incentives promoting fuel efficiency and alternate forms of energy;
- access to charging stations, standardization of EV charging systems and consumers' perceptions about convenience and cost to charge an EV; and
- the availability of tax and other governmental incentives to purchase and operate EVs or future regulation requiring increased use of nonpolluting vehicles.

The influence of any of the factors described above may negatively impact the widespread consumer adoption of EVs, which would materially adversely affect our business, operating results, financial condition and prospects.

Changes to the Corporate Average Fuel Economy Standards May Impact the Electric Vehicle Market and Affect our Business and Results of Operations.

As regulatory initiatives have required an increase in the consumption of renewable transportation fuels, such as ethanol and biodiesel, consumer acceptance of electric and other alternative vehicles is increasing. To meet higher fuel efficiency and greenhouse gas emission standards for passenger vehicles, automobile manufacturers are increasingly using technologies, such as turbocharging, direct injection and higher compression ratios, that require high octane gasoline. If fuel efficiency of vehicles continues to rise, and affordability of vehicles using renewable transportation fuels increases, the demand for electric and high energy vehicles could diminish. If consumers no longer purchase electric vehicles, it would materially adversely affect our business, operating results, financial condition and prospects.

Computer Malware, Viruses, Hacking, Phishing Attacks and Spamming Could Harm Our Business and Results of Operations.

Computer malware, viruses, physical or electronic break-ins and similar disruptions could lead to interruption and delays in our services and operations and loss, misuse or theft of data. Computer malware, viruses, computer hacking and phishing attacks against online networking platforms have become more prevalent and may occur on our systems in the future.

Any attempts by hackers to disrupt our website service or our internal systems, if successful, could harm our business, be expensive to remedy and damage our reputation or brand. Our network security business disruption insurance may not be sufficient to cover significant expenses and losses related to direct attacks on our website or internal systems. Efforts to prevent hackers from entering our computer systems are expensive to implement and may limit the functionality of our services. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security and availability of our products and services and technical infrastructure may harm our reputation, brand and our ability to attract customers. Any significant disruption to our website or internal computer systems could result in a loss of customers and could adversely affect our business and results of operations.

We have previously experienced, and may in the future experience, service disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, third-party service providers, human or software errors and capacity constraints. If our mobile application is unavailable when customers attempt to access it or it does not load as quickly as they expect, customers may seek other services.

Our platform functions on software that is highly technical and complex and may now or in the future contain undetected errors, bugs, or vulnerabilities. Some errors in our software code may only be discovered after the code has been deployed. Any errors, bugs, or vulnerabilities discovered in our code after deployment, inability to identify the cause or causes of performance problems within an acceptable period of time or difficultly maintaining and improving the performance of our platform, particularly during peak usage times, could result in damage to our reputation or brand, loss of revenues, or liability for damages, any of which could adversely affect our business and financial results.

We expect to continue to make significant investments to maintain and improve the availability of our platform and to enable rapid releases of new features and products. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be harmed.

We have a disaster recovery program to transition our operating platform and data to a failover location in the event of a catastrophe and have tested this capability under controlled circumstances, however, there are several factors ranging from human error to data corruption that could materially lengthen the time our platform is partially or fully unavailable to our user base as a result of the transition. If our platform is unavailable for a significant period of time as a result of such a transition, especially during peak periods, we could suffer damage to our reputation or brand, or loss of revenues any of which could adversely affect our business and financial results.

Growing Our Customer Base Depends Upon the Effective Operation of Our Mobile Applications with Mobile Operating Systems, Networks and Standards That We Do Not Control.

We are dependent on the interoperability of our mobile applications with popular mobile operating systems that we do not control, such as Google's Android and iOS, and any changes in such systems that degrade our products' functionality or give preferential treatment to competitive products could adversely affect the usage of our applications on mobile devices. Additionally, in order to deliver high quality mobile products, it is important that our products work well with a range of mobile technologies, systems, networks and standards that we do not control. We may not be successful in developing relationships with key participants in the mobile industry or in developing products that operate effectively with these technologies, systems, networks or standards.

We Need Additional Capital to Fund Our Growing Operations and Cannot Assure You That We Will Be Able to Obtain Sufficient Capital on Reasonable Terms or at All, and We May Be Faced to Limit the Scope of Our Operations.

We need additional capital to fund our growing operations and if adequate additional financing is not available on reasonable terms or available at all, we may not be able to undertake expansion or continue our marketing efforts and we would have to modify our business plans accordingly. The extent of our capital needs will depend on numerous factors, including (i) our profitability; (ii) the release of competitive products and/or services by our competition; (iii) the level of our investment in research and development; (iv) the amount of our capital expenditures, including acquisitions; and (v) our growth. We cannot assure you that we will be able to obtain capital in the future to meet our needs.

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

The Report of Our Independent Registered Public Accounting Firm Contains an Explanatory Paragraph That Expresses Substantial Doubt About Our Ability to Continue as a Going Concern.

The report of our independent registered public accounting firm with respect to our financial statements as of December 31, 2016 and for the year then ended indicates that our financial statements have been prepared assuming that we will continue as a going concern. The report states that, since we have incurred net losses since inception and we need to raise additional funds to meet our obligations and sustain our operations, there is substantial doubt about our ability to continue as a going concern. Our plans in regard to these matters are described in Note 2 to our audited financial statements as of December 31, 2016 and 2015 and for the years then ended. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

We Have a History of Significant Losses, and If We Do Not Achieve and Sustain Profitability, Our Financial Condition Could Suffer.

We have experienced significant net losses, and we expect to continue to incur losses for the foreseeable future. We incurred net losses of $7.7 million and $8.2 million the years ended December 31, 2016 and 2015, respectively, and as of December 31, 2016 our accumulated deficit was $81.1 million. We incurred a net loss of $3.1 million during the three months ended March 31, 2017, and as of March 31, 2017 our accumulated deficit was $84.2 million. Our prior losses, combined with expected future losses, have had and will continue to have, for the foreseeable future, an adverse effect on our stockholders' equity and working capital. If our revenue grows more slowly than we anticipate, or if our operating expenses are higher than we expect, we may not be able to achieve profitability and our financial condition could suffer. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Whether we can achieve cash flow levels sufficient to support our operations cannot be accurately predicted. Unless such cash flow levels are achieved in addition to the proceeds from this offering, we may need to borrow additional funds or sell debt or equity securities, or some combination thereof, to provide funding for our operations. Such additional funding may not be available on commercially reasonable terms, or at all.

If the proceeds from this offering are insufficient for us to continue as a going concern, it could make it more difficult for us to raise additional capital, should it be needed, or cause our customers, suppliers and other business partners to lose confidence in us thereby resulting in a reduction of revenue, loss of supply resources and other effects that would be significantly harmful to our business. If adequate funds are not available when needed, our liquidity, financial condition and operating results would be materially and adversely affected, and we may not be able to operate our business without significant changes in our operations or at all.

We May Not Have The Liquidity to Support Our Future Operations and Capital Requirements.

Whether we can achieve cash flow levels sufficient to support our operations cannot be accurately predicted. Unless such cash flow levels are achieved, in addition to the proceeds from this offering, we may need to borrow additional funds or sell debt or equity securities, or some combination thereof, to provide funding for our operations. Such additional funding may not be available on commercially reasonable terms, or at all. If adequate funds are not available when needed, our financial condition and operating results would be materially and adversely affected and we may not be able to operate our business without significant changes in our operations, or at all.

We Have Failed to Pay Certain State and Federal Taxes and May be Subject to Penalties as a Result.

We are delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of our products. We have accrued an approximate $216,000 liability as of March 31, 2017 and December 31, 2016 related to this matter. In addition, we are currently delinquent in remitting approximately $247,000 and $244,000 as of March 31, 2017 and December 31, 2016, respectively, of federal and state payroll taxes withheld from employees. On March 29, 2017, we sent a letter to the Internal Revenue Service (“IRS”) notifying the IRS of our intention to resolve the delinquent taxes upon the receipt of additional working capital. We may be subject to penalties as a result of our failure to pay these taxes and such penalties may have an adverse effect on our business.

We Are Applying For Listing of Our Common Stock And Warrants on NASDAQ. We Can Provide No Assurance That Our Common Stock and Warrants Qualify to Be Listed, and if Listed, That Our Securities Will Continue to Meet NASDAQ Listing Requirements. If We Fail to Comply With The Continuing Listing Standards of NASDAQ, Our Securities Could Be Delisted.

We expect that our securities will be eligible to be listed on NASDAQ subject to our ability to satisfy the initial listing requirements. Our ability to have our securities become listed on NASDAQ will require us to, among other items, improve our balance sheet, which we may be unable to accomplish. As of December 31, 2016, we had accumulated stockholders’ deficiency of approximately $20.8 million . As of March 31, 2017, we had accumulated stockholders’ deficiency of approximately $20.8 million, and our stockholders’ deficiency may increase as a result of additional net losses in subsequent quarterly periods.

We can provide no assurance that our listing application will be approved, and that an active trading market for our Common Stock will develop and continue. If, after listing, we fail to satisfy the continued listing requirements of NASDAQ, such as the corporate governance requirements, stockholder equity requirements or the minimum closing bid price requirement, NASDAQ may take steps to delist our Common Stock . Such a delisting would likely have a negative effect on the price of our Common Stock and would impair your ability to sell or purchase Common Stock underlying the units when you wish to do so. In the event of a delisting, we can provide no assurance that any action taken by us to restore compliance with listing requirements would allow our Common Stock to become listed again, stabilize the market price or improve the liquidity of our Common Stock, prevent our Common Stock from dropping below the NASDAQ minimum bid price requirement or prevent future non-compliance with NASDAQ’s listing requirements.

To meet the requirements of NASDAQ, we may be required to restructure certain of our equity securities or satisfy certain liabilities through the issuance of additional equity securities. Our ability to restructure certain of our equity securities may require us to enter into new agreements with the applicable security holders, which we may be unable to do on favorable terms or at all. Any such agreement may result in the issuance of new securities or the modification of the rights of existing securities in a manner that may be dilutive to our Common Stock holders. In addition, NASDAQ has certain requirements that are beyond our control, such as financial requirements that are based on the trading price of our stock. If we are unable to meet the minimum financial eligibility of NASDAQ, we may be unable to list our stock, and we may be unsuccessful in completing this offering. Moreover, it would prevent us from increasing liquidity in our shares of Common Stock and make it more difficult for us to raise capital on favorable terms, or at all.

The Unavailability, Reduction or Elimination of Government Incentives Could Have a Material Adverse Effect on Our Business, Financial Condition, Operating Results and Prospects.

As of December 31, 2016, and March 31, 2017 , government grants accounted for 10% and 6%, respectively , of our revenues. Any reduction, elimination or discriminatory application of government subsidies and economic incentives because of policy changes, fiscal tightening or other reasons may result in diminished revenues from government sources and diminished demand for our products. This could materially and adversely affect our business, prospects, financial condition and operating results.

Our growth depends in part on the availability and amounts of government subsidies for EV charging equipment. In the event such subsidies discontinue, our business outlook and financial conditions could be negatively impacted.

If We Are Unable to Keep Up With Advances in EV Technology, We May Suffer a Decline in Our Competitive Position.

The EV industry is characterized by rapid technological change. If we are unable to keep up with changes in EV technology, our competitive position may deteriorate which would materially and adversely affect our business, prospects, operating results and financial condition. As technologies change, we plan to upgrade or adapt our EV charging stations and Blink Network software in order to continue to provide EV charging services with the latest technology. However, due to our limited cash resources, our efforts to do so may be limited. For example, the EV charging network that we acquired from ECOtality was originally funded, in part, by the U.S. Department of Energy ("DOE"), which funding is no longer available to us. As a result, we may be unable to grow, maintain and enhance the network of charging stations that we acquired from ECOtality at the same rate and scale as ECOtality did prior to the acquisition or at levels comparable our current competitors. Any failure of our charging stations to compete effectively with other manufacturers' charging stations will harm our business, operating results and prospects.

We Need to Manage Growth in Operations to Realize Our Growth Potential and Achieve Our Expected Revenues, and Our Failure to Manage Growth Will Cause a Disruption of Our Operations Resulting in the Failure to Generate Revenue and an Impairment of Our Long-Lived Assets.

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

In order to achieve the above-mentioned targets, the general strategies of our Company are to maintain and search for hard-working employees who have innovative initiatives, as well as to keep a close eye on expansion opportunities through merger and/or acquisition.

If Our Estimates or Judgments Relating to Our Critical Accounting Policies Prove to Be Incorrect, Our Financial Condition And Results of Operations Could Be Adversely Affected.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as discussed under "Management's Discussion and Analysis of Financial Condition and Results of Operations," included elsewhere in this prospectus and in our consolidated financial statements included herein. The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition, allowance for doubtful accounts, inventory reserves, impairment of goodwill, indefinite-lived and long-lived assets, pension and other post-retirement benefits, product warranty, valuation allowances for deferred tax assets, valuation of Common Stock warrants, and share-based compensation. Our financial condition and results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the price of our Common Stock .

We Face Risks Arising From Acquisitions.

In 2012 and 2013, we acquired certain assets from 350 Green and Beam Charging, LLC ("Beam Charging"). We may pursue similar strategic transactions in the future. Risks in acquisition transactions include difficulties in the integration of acquired businesses into our operations and control environment, difficulties in assimilating and retaining employees and intermediaries, difficulties in retaining the existing clients of the acquired entities, assumed or unforeseen liabilities that arise in connection with the acquired businesses, the failure of counterparties to satisfy any obligations to indemnify us against liabilities arising from the acquired businesses, and unfavorable market conditions that could negatively impact our growth expectations for the acquired businesses. Fully integrating an acquired company or business into our operations may take a significant amount of time. We cannot assure you that we will be successful in overcoming these risks or any other problems encountered with acquisitions and other strategic transactions. These risks may prevent us from realizing the expected benefits from acquisitions and could result in the failure to realize the full economic value of a strategic transaction or the impairment of goodwill and/or intangible assets recognized at the time of an acquisition. These risks could be heightened if we complete a large acquisition or multiple acquisitions within a short period of time. In addition, in connection with the acquisition of 50% of the interests of the ECOtality Estate in April 2015, we issued certain Series B Preferred Shares, which we believe constitute an exempt issuance as intended under agreements with certain of our investors as such shares (i) were issued to effectuate the strategic acquisition of ECOtality, and (ii) permit us, in our sole control, to settle these shares for cash at stated optional redemption dates, as opposed to a variable number of shares. However, there can be no assurance that our investors agree with our interpretation of our investment documents and won't pursue any of the potential remedies that may be available to them.

We Have Limited Insurance Coverage, and Any Claims Beyond Our Insurance Coverage May Result in Our Incurring Substantial Costs and a Diversion of Resources.

We hold employer's liability insurance generally covering death or work-related injury of employees. We hold public liability insurance covering certain incidents involving third parties that occur on or in the premises of our Company. We hold directors and officers liability insurance. We do not maintain key-man life insurance on any of our senior management or key personnel, or business interruption insurance. Our insurance coverage may be insufficient to cover any claim for product liability, damage to our fixed assets or employee injuries. Any liability or damage to, or caused by, our facilities or our personnel beyond our insurance coverage may result in our incurring substantial costs and a diversion of resources.

Our Future Success Depends, in Part, on the Performance and Continued Service of Our Officers.

We presently depend to a great extent upon the experience, abilities and continued services of our management team, which consists of Michael Calise (our CEO), Michael D. Farkas (our Executive Chairman), Michael Andrew Kinard " Andy Kinard " (our President) and Ira Feintuch (our Chief Operating Officer). The loss of services of Mr. Calise, Mr. Farkas, Mr. Kinard or Mr. Feintuch could have a material adverse effect on our business, financial condition or results of operation. Failure to maintain our management team could prove disruptive to our daily operations, require a disproportionate amount of resources and management attention and could have a material adverse effect on our business, financial condition and results of operations.

Our Future Success Depends, in Part, on Our Ability to Attract and Retain Highly Qualified Personnel.

Our future success also depends upon our ability to attract and retain highly qualified personnel. We are in the process of building our management team. Among other positions, we need to hire a Chief Financial Officer with public company experience. Although Mr. Calise currently acts as our interim principal financial officer and our interim principal accounting officer, in November 2016 we hired a financial reporting consultant with public company experience. Although we intend to hire a permanent Chief Financial Officer soon, there is no assurance that we will have sufficient financial resources to do so. Our accounting controls may continue to be deficient unless we obtain the services of an experienced Chief Financial Officer who can help us address material weaknesses. In addition, expansion of our business and the management and operation of our Company will require additional managers and employees with industry experience, and our success will be highly dependent on our ability to attract and retain skilled management personnel and other employees. There can be no assurance that we will be able to attract or retain highly qualified personnel. As our industry continues to evolve, competition for skilled personnel with the requisite experience will be significant. This competition may make it more difficult and expensive to attract, hire and retain qualified managers and employees.

We Are in an Intensely Competitive Industry and There Can Be No Assurance That We Will Be Able to Compete with Our Competitors Who May Have Greater Resources.

We face strong competition from competitors in the EV charging services industry, including competitors who could duplicate our model. Many of these competitors may have substantially greater financial, marketing and development resources and other capabilities than us. In addition, there are very few barriers to entry into the market for our services. There can be no assurance, therefore, that any of our current and future competitors, many of whom may have far greater resources, will not independently develop services that are substantially equivalent or superior to our services. Therefore, an investment in our Company is very risky and speculative due to the competitive environment in which we may operate.

Our competitors may be able to provide customers with different or greater capabilities or benefits than we can provide in areas such as technical qualifications, past contract performance, geographic presence and price. Furthermore, many of our competitors may be able to utilize substantially greater resources and economies of scale to develop competing products and technologies, divert sales away from us by winning broader contracts or hire away our employees by offering more lucrative compensation packages. In the event that the market for EV charging stations expands, we expect that competition will intensify as additional competitors enter the market and current competitors expand their product lines. In order to secure contracts successfully when competing with larger, well-financed companies, we may be forced to agree to contractual terms that provide for lower aggregate payments to us over the life of the contract, which could adversely affect our margins. Our failure to compete effectively with respect to any of these or other factors could have a material adverse effect on our business, prospects, financial condition or operating results.

We Have Experienced Significant Customer Concentration in Recent Periods, And Our Revenue Levels Could Be Adversely Affected if Any Significant Customer Fails To Purchase Products From Us At Anticipated Levels.

We are subject to customer concentration risk as a result of our reliance on a relatively small number of customers for a significant portion of our revenues. The relative magnitude and the mix of revenue from our largest customers have varied significantly quarter to quarter. During the three months ended March 31, 2017, two customers accounted for 26% of our revenues. In addition, one of these customers accounted for 11% of total accounts receivable as of March 31, 2017 . The loss of these customers could have a material adverse effect on our business.

If a Third Party Asserts That We Are Infringing Its Intellectual Property, Whether Successful or Not, It Could Subject Us to Costly and Time-Consuming Litigation or Expensive Licenses, and Our Business May Be Harmed.

The EV and EV charging industries are characterized by the existence of a large number of patents, copyrights, trademarks and trade secrets. As we face increasing competition, the possibility of intellectual property rights claims against us grows. Our technologies may not be able to withstand any third-party claims or rights against their use. Additionally, although we have acquired from other companies' proprietary technology covered by patents, we cannot be certain that any such patents will not be challenged, invalidated or circumvented. Intellectual property infringement claims against us could harm our relationships with our customers, may deter future customers from subscribing to our services or could expose us to litigation with respect to these claims. Even if we are not a party to any litigation between a customer and a third party, an adverse outcome in any such litigation could make it more difficult for us to defend our intellectual property in any subsequent litigation in which we are a named party. Any of these results could harm our brand and operating results.

Any intellectual property rights claim against us or our customers, with or without merit, could be time-consuming, expensive to litigate or settle and could divert management resources and attention. An adverse determination also could prevent us from offering our services to our customers and may require that we procure or develop substitute services that do not infringe.

With respect to any intellectual property rights claim against us or our customers, we may have to pay damages or stop using technology found to be in violation of a third party's rights. We may have to seek a license for the technology, which may not be available on reasonable terms, may significantly increase our operating expenses or require us to restrict our business activities in one or more respects. The technology also may not be available for license to us at all. As a result, we may also be required to develop alternative non-infringing technology, which could require significant effort and expense.

The Success of Our Business Depends in Large Part on Our Ability to Protect and Enforce Our Intellectual Property Rights.

We rely on a combination of patent, copyright, service mark, trademark, and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights, all of which provide only limited protection. We cannot assure you that any patents will issue with respect to our currently pending patent applications, in a manner that gives us the protection that we seek, if at all, or that any future patents issued to us will not be challenged, invalidated or circumvented. Our currently issued patents and any patents that may issue in the future with respect to pending or future patent applications may not provide sufficiently broad protection or they may not prove to be enforceable in actions against alleged infringers. Also, we cannot assure you that any future service mark registrations will be issued with respect to pending or future applications or that any registered service marks will be enforceable or provide adequate protection of our proprietary rights.

We endeavor to enter into agreements with our employees and contractors and agreements with parties with whom we do business in order to limit access to and disclosure of our proprietary information. We cannot be certain that the steps we have taken will prevent unauthorized use of our technology or the reverse engineering of our technology. Moreover, others may independently develop technologies that are competitive to ours or infringe our intellectual property. The enforcement of our intellectual property rights also depends on our legal actions against these infringers being successful, but we cannot be sure these actions will be successful, even when our rights have been infringed.

Furthermore, effective patent, trademark, service mark, copyright and trade secret protection may not be available in every country in which our services are available over the Internet. In addition, the legal standards relating to the validity, enforceability and scope of protection of intellectual property rights in EV-related industries are uncertain and still evolving.

Changes to Federal, State or International Laws or Regulations Applicable To Our Company Could Adversely Affect Our Business.

Our business is subject to a variety of federal, state and international laws and regulations, including those with respect government incentives promoting fuel efficiency and alternate forms of energy, electric vehicles and others. These laws and regulations, and the interpretation or application of these laws and regulations, could change. Any reduction, elimination or discriminatory application of government subsidies and economic incentives because of policy changes, fiscal tightening or other reasons may result in diminished revenues from government sources and diminished demand for our products. In addition, new laws or regulations affecting our business could be enacted. These laws and regulations are frequently costly to comply with and may divert a significant portion of management's attention. If we fail to comply with these applicable laws or regulations, we could be subject to significant liabilities which could adversely affect our business.

There are many federal, state and international laws that may affect our business, including measures to regulate charging systems, electric vehicles, and others. If we fail to comply with these applicable laws or regulations we could be subject to significant liabilities which could adversely affect our business.

There are a number of significant matters under review and discussion with respect to government regulations which may affect the business we intend to enter and/or harm our customers, and thereby adversely affect our business, financial condition and results of operations.

Our Ability to Use Our Net Operating Loss Carryforwards May Be Limited.

For the year ended December 31, 2016 , we had net operating loss carryforwards ("NOLs") for U.S. federal income tax purposes of approximately $59 million. We generally are able to carry NOLs forward to reduce taxable income in future years. These NOLs may be offset against future taxable income through 2035 , if not utilized before that time. However, our ability to utilize the NOLs is subject to the rules of Section 382 of the Internal Revenue Code of 1986, as amended ("Section 382"). Section 382 generally restricts the use of NOLs after an "ownership change." An ownership change generally occurs if, among other things, the stockholders (or specified groups of persons) who own, have owned or are treated as owning, directly or indirectly, five percent or more of our stock increase their aggregate percentage ownership of our stock by more than 50 percentage points over the lowest percentage of the stock owned by these persons over a three-year rolling period. In the event of an ownership change, Section 382 generally imposes an annual limitation on the amount of taxable income that we may offset with NOLs. Any unused annual limitation may be carried over to later years until the applicable expiration date for the respective NOLs.

The rules of Section 382 are complex and subject to varying interpretations. Because of our numerous capital raises, uncertainty exists as to whether we may have undergone an ownership change in the past or will undergo one as a result of the various transactions discussed herein or other future transactions. Accordingly, no assurance can be given that our NOLs will be fully available or utilizable.

Risks Associated with Our Common Stock

If We Fail to Establish and Maintain an Effective System of Internal Control, We May Not Be Able to Report Our Financial Results Accurately or Prevent Fraud. Any Inability to Report and File Our Financial Results Accurately and Timely Could Harm Our Reputation and Adversely Impact the Trading Price of Our Common Stock.

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business and reputation with investors may be harmed. As a result, our small size and any current internal control deficiencies may adversely affect our financial condition, results of operations and access to capital. We have also experienced complications reporting as a result of material weaknesses and have at times been delinquent in our reporting obligations. We have carried out an evaluation under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the most recent period covered by this report. Based on the foregoing, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weaknesses described below.

A material weakness is a deficiency, or a combination of deficiencies, within the meaning of Public Company Accounting Oversight Board ("PCAOB") Audit Standard No. 5, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that as of March 31, 2017 our internal controls over financial reporting ("ICFR") were not effective at the reasonable assurance level:

1. We do not have written documentation of our internal control policies and procedures. Written documentation of key internal controls over financial reporting is a requirement of Section 404 of the Sarbanes-Oxley Act which is applicable to us for the year ended December 31, 2016. Management evaluated the impact of our failure to have written documentation of our internal controls and procedures during our assessment of our disclosure controls and procedures and concluded that the control deficiency that resulted represented a material weakness.

2. We do not have sufficient resources in our accounting function, which restricts our ability to gather, analyze and properly review information related to financial reporting in a timely manner. In addition, due to our size and nature, segregation of all conflicting duties may not always be possible and may not be economically feasible. However, to the extent possible, the initiation of transactions, the custody of assets and the recording of transactions should be performed by separate individuals. Management evaluated the impact of our failure to have segregation of duties during our assessment of our disclosure controls and procedures and concluded that the control deficiency that resulted represented a material weakness.

3. We do not have personnel with sufficient experience with U.S. GAAP to address complex transactions.

4. We have inadequate controls to ensure that information necessary to properly record transactions is adequately communicated on a timely basis from non-financial personnel to those responsible for financial reporting. Management evaluated the impact of the lack of timely communication between non–financial and financial personnel on our assessment of our reporting controls and procedures and has concluded that the control deficiency represented a material weakness.

5. We have determined that oversight over our external financial reporting and internal control over our financial reporting by our audit committee is ineffective. The audit committee has not provided adequate review of our SEC filings and consolidated financial statements and has not provided adequate supervision and review of our accounting personnel or oversight of the independent registered accounting firm's audit of our consolidated financial statement.

We have taken steps to remediate some of the weaknesses described above, including by engaging third party financial consultants with expertise in accounting for complex transactions and SEC reporting. We intend to continue to address these weaknesses as resources permit.

We are Required to Register Under the Securities Act the Resale of Shares of Our Common Stock by a Number of Our Security Holders. Our Failure to Comply With Our Contractual Obligations and Timely Register the Resale of Any Shares of Our Common Stock Has Resulted in, and Will Result in, Among Other Things, the Payment of Liquidated Damages, And Could Have a Material Adverse Effect on Our Ability to Raise Additional Funds in The Future And Have a Material Adverse Effect on Our Business.

We have entered into various agreements with purchasers of our securities from time to time which require us to register under the Securities Act of 1933, as amended (the "Securities Act") the resale of shares of our Common Stock that we have issued or will be required to issue to such purchasers. We had failed to perform our obligations under these agreements and had accrued registration rights penalties, inclusive of accrued interest, in an aggregate amount equal to $1,245,212 as of March 31, 2017. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full , among other items, of registration rights penalties accrued through March 31, 2017. The Company is still assessing whether it needs to accrue any registration rights penalties going forward from April 1, 2017.

These additional issuances of securities had a dilutive effect on our other stockholders. In addition, our failure to timely register the resale of any shares of our Common Stock may result in reputational harm for our Company and could have a material adverse effect on our ability to raise additional funds in the future, which may have a material adverse effect on our business.

We are Required to Enable Some of our Stockholders to Sell Shares of Our Common Stock Pursuant to Rule 144 of the Securities Act. Our Failure to Comply With Our Contractual Obligations and Enable Such Sales Has Resulted in, and Will Result in, Among Other Things, the Payment of Liquidated Damages, And Could Have a Material Adverse Effect on Our Ability to Raise Additional Funds Through Private Placements in The Future And Have a Material Adverse Effect on Our Business.

The Company is a former shell company. As a result, to enable investors to sell shares of our Common Stock pursuant to Rule 144 of the Securities Act, we need to be: (A) subject to the reporting requirements of section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (B) current in filing such reports. We have entered into various agreements with purchasers of our securities from time to time which require us to enable sales of our Common Stock pursuant to Rule 144. Although we became current in our filings in August 2016, because we are not currently subject to the Exchange Act and make such filings voluntarily, investors are still not able to utilize Rule 144. We accrued public information failure rights penalties in an aggregate amount equal to $3,005,277, inclusive of accrued interest, as of March 31, 2017 due to our failure to perform our obligations under these agreements. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of these public information failure rights penalties accrued through March 31, 2017. The Company is still assessing whether it needs to accrue any public information failure rights penalties going forward from April 1, 2017.

Our failure to comply with our contractual obligations and timely register the resale of any shares of our Common Stock for any reason, including as a result of any unexpected delay in the completion of any offering, may result in additional breaches of the agreements with certain security holders and in the payment of liquidated damages as required under the terms of our agreements with certain security holders. These additional issuances of securities had a dilutive effect on our other stockholders. In addition, our failure to timely file our 10-Qs and 10-Ks may result in reputational harm for our Company and could have a material adverse effect on our ability to raise additional funds through private placements in the future, which may have a material adverse effect on our business.

Our Common Stock Is Currently Quoted Only on the OTC Pink Current Information Marketplace, Which May Have an Unfavorable Impact on Our Stock Price and Liquidity.

Our Common Stock is quoted on the OTC Pink Current Information Marketplace. The OTC Pink Current Information Marketplace is a significantly more limited market than the New York Stock Exchange or the NASDAQ stock market. The quotation of our shares on the OTC Pink Current Information Marketplace may result in a less liquid market available for existing and potential stockholders to trade shares of our Common Stock, could depress the trading price of our Common Stock and could have a long-term adverse impact on our ability to raise capital in the future.

There can be no assurance that there will be an active market for our shares of Common Stock either now or in the future. Market liquidity will depend on the perception of our operating business and any steps that our management might take to bring us to the awareness of investors. There can be no assurance given that there will be any awareness generated. Consequently, investors may not be able to liquidate their investment or liquidate it at a price that reflects the value of the business. As a result, holders of our securities may not find purchasers for our securities should they to desire to sell them. Consequently, our securities should be purchased only by investors having no need for liquidity in their investment and who can hold our securities for an indefinite period of time.

Shares of Our Common Stock Which May Be Issued Upon Conversion of Indebtedness by JMJ May Dilute the Ownership Interests of Our Stockholders.

On October 7, 2016, we executed the Promissory Note in favor of JMJ in the amount up to $3,725,000 bearing interest on the unpaid balance at the rate of six percent. The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. The Promissory Note is convertible into shares of our Common Stock based on the lesser of a per share price of $35.00 or 60% of the lowest trade prices in the 25 trading days prior to the date of conversion. If JMJ elects to convert the principal balance of the Promissory Note into shares of our Common Stock under the terms of the Promissory Note , our current stockholders would be subject to dilution of their interests. Pursuant to the terms of the Promissory Note, JMJ has agreed that it will not convert the note into more than 9.99% of our outstanding shares. JMJ currently does not own any shares of our Common Stock.

If we do not repay the Promissory Note on the maturity date and if we issue a variable security at any time the Promissory Note is outstanding, then in such event JMJ shall have the right to convert all or any portion of the outstanding balance of the Promissory Note into shares of Common Stock on the same terms as granted in any applicable variable security issued by us.

We initially issued one warrant to JMJ to purchase a total of 14,286 shares of our Common Stock at an exercise price equal to the lesser of: (i) 80% of the per share price of the Common Stock in our contemplated Registered Offering, (ii) $35.00 per share, (iii) 80% of the unit price in a public offering (if applicable), (iv) the exercise price of any warrants issued in the Registered Offering, or (v) the lowest conversion price, exercise price, or exchange price, of any security issued by us that is outstanding on October 13, 2016.

The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. With the achievement of certain milestones in November 2016 (the filing with the SEC of a Preliminary Information Statement on Schedule 14C regarding the Reverse Stock Split), an additional advance of $500,000 under the Promissory Note occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017 (the filing with the SEC of a revised Preliminary Information Statement and a Definitive Information Statement, each on Schedule 14C regarding the Reverse Stock Split), additional advances of $225,100 and $300,000 under the Promissory Note occurred on February 10 and February 27, respectively. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively. All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 share of the Company's Common Stock was issued on the same date. As of June 26, 2017, eight (8) warrants to purchase a total of 71,432 shares of the Company's Common Stock have been issued to JMJ.

On the fifth (5th) trading day after the closing of the Registered Offering, but in no event later than July 15, 2017, we will deliver to JMJ shares of our Common Stock ("Origination Shares") equal to 48% of the consideration paid by JMJ under the Promissory Note divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of our Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Registered Offering, or (iv) 80% of the unit price offering price of the Registered Offering (if applicable), or (v) the exercise price of any warrants issued in the Registered Offering. The number of Origination Shares will be determined based on the per share price of this Offering. If the Registered Offering does not occur prior to July 15, 2017, if JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above.

The conversion of the Promissory Note, Origination Shares and warrants issued to JMJ, in addition to any other outstanding options, warrants, convertible notes, as well as potential future transactions, would result in dilution, possibly substantial, to present and prospective holders of our Common Stock.

Our Shares of Common Stock Are Very Thinly Traded, and the Price May Not Reflect Our Value and There Can Be No Assurance That There Will Be an Active Market for Our Shares of Common Stock Either Now or in the Future.

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

We Have a Significant Number of Shares of Our Common Stock Issuable Upon Conversion of Certain Outstanding Options, Warrants, Debt Obligations, and Convertible Preferred Stock, and The Issuance of Such Shares Upon Exercise or Conversion Will Have a Dilutive Impact On Our Stockholders. Sales of a Substantial Number of Shares of Our Common Stock Following This Offering May Adversely Affect the Market Price of Our Common Stock and the Issuance of Additional Shares Will Dilute All Other Stockholders.

As of June 26, 2017, there were 27,500,000, 91,666 and 606,191 shares of Common Stock issuable upon conversion of our Series A, Series B and Series C Preferred Shares, respectively.

In addition, as of June 26, 2017, we had outstanding convertible debt convertible into 17,360 shares of our Common Stock issuable to Chase Mortgage, Inc. and The Farkas Group Inc. ("FGI") (an entity wholly-owned by Mr. Farkas). In addition, as of June 26, 2017, we had outstanding stock options and warrants to purchase a total of 3,926,259 shares of our Common Stock consisting of: (i) 366,587 shares issuable upon exercise of outstanding warrants with a weighted average exercise price of $43.00; (ii) 411,638 shares issuable pursuant to letter agreements with regard to warrants to purchase 633,407 warrant shares; (iii) 3,000,000 warrant shares owned by FGI not subject to the Reverse Stock Split at a

weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split); and (iv) 148,034 shares issuable upon exercise of outstanding options with a weighted average exercise price of $58.00, under our equity compensation plans. The issuance of these shares of Common Stock will have a significant dilutive impact on our stockholders.

Sales of a substantial number of shares of our Common Stock in the public market or otherwise following this offering, or the perception that such sales could occur, could adversely affect the market price of our Common Stock. After completion of this offering at an assumed public offering price of $9.25 per share, the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split, our existing stock holders will own approximately 18% of our Common Stock assuming there is no exercise of the underwriters' over-allotment option to purchase shares and/or warrants.

After completion of this offering at an assumed public offering price of $9.25 per share, there will be 9,970,974 shares of our Common Stock outstanding. In addition, our articles of incorporation, as amended, permits the issuance of up to approximately 490,029,026 additional shares of Common Stock after the completion of this offering. Thus, we have the ability to issue substantial amounts of Common Stock in the future, which would dilute the percentage ownership held by the investors who purchase shares of our Common Stock in this offering.

Upon the closing of this offering, there will be 2,200,000, 102,568, and 3,297,195 shares of Common Stock issued upon conversion of our Series A, Series B and Series C Preferred Shares, respectively. As the convertible debt will be repaid with the proceeds from this offering, the 17,360 shares issuable to Chase Mortgage, Inc. and FGI will no longer be issuable.

For a more complete description concerning the dilution you will incur if you purchase Common Stock in this offering, see "Dilution."

We and our officers, directors and certain stockholders have agreed, subject to customary exceptions, not to, without the prior written consent of Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, during the period ending 180 days from the date of this offering in the case of us and our directors and officers and 90 days from the date of this offering in the case of our stockholders who beneficially own more than 5% of our Common Stock, directly or indirectly, offer to sell, sell, pledge or otherwise transfer or dispose of any of shares of our Common Stock, enter into any swap or other derivatives transaction that transfers to another any of the economic benefits or risks of ownership of shares of our Common Stock, make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock or any other securities of our Company or publicly disclose the intention to do any of the foregoing.

After the lock-up agreements with our principal stockholders pertaining to this offering expire 90 days from the date of this offering unless waived earlier by the representative, up to of the shares that had been locked up will be eligible for future sale in the public market. After the lock-up agreements with our directors and officers pertaining to this offering expire 180 days from the date of this offering unless waived earlier by the representative, up to of the shares (net of any shares also restricted by lock-up agreements with our principal stockholders) that had been locked up will be eligible for future sale in the public market. Sales of a significant number of these shares of Common Stock in the public market could reduce the market price of the Common Stock.

Future Issuance of Our Common Stock, Preferred Stock, Options and Warrants Could Dilute the Interests of Existing Stockholders.

We may issue additional shares of our Common Stock , preferred stock, options and warrants in the future. The issuance of a substantial amount of Common Stock, options and warrants could have the effect of substantially diluting the interests of our current stockholders. In addition, the sale of a substantial amount of Common Stock or preferred stock in the public market, or the exercise of a substantial number of warrants and options either in the initial issuance or in a subsequent resale by the target company in an acquisition which received such Common Stock as consideration or by investors who acquired such Common Stock in a private placement could have an adverse effect on the market price of our Common Stock .

We Have Established Preferred Stock Which Can Be Designated By The Board of Directors and Have Established Series A Preferred Shares, Series B Preferred Shares and Series C Preferred Shares , Which Give The Holders Thereof a Liquidation Preference and The Ability to Convert Such Shares Into Our Common Stock.

We have 40,000,000 shares of preferred stock authorized, which includes 20,000,000 shares of designated Series A Preferred Shares of which 11,000,000 shares are issued and outstanding, 10,000 designated Series B Preferred Shares , of which 8,250 shares are issued and outstanding and 250,000 designated Series C Preferred Shares, of which 212,167 shares are issued and outstanding. The Series A Preferred Shares do not have a liquidation preference so long as any Series C Preferred Shares are outstanding. The Series B Preferred Shares have a liquidation preference of $100 per share. The Series C Preferred Shares have a liquidation preference of $100 per share, which is pari passu to the liquidation preference of the Series B Preferred Shares and payable prior to the liquidation preference on the Series A Preferred Shares . As a result, if we were to dissolve, liquidate or sell our assets, the holders of our Series A Preferred Shares would not have the right to receive any proceeds from any such transaction, holders of our Series B Preferred Shares would have the right to receive up to approximately $825,000 from any such transaction, and the holders of our Series C Preferred Shares would have the right to receive up to $16,192,700 from any such transaction, but before any amount is paid to the holders of our Common Stock . The payment of the liquidation preferences could result in Common Stock holders not receiving any consideration if we were to liquidate, dissolve or wind up, either voluntarily or involuntarily.

Additionally, the existence of the liquidation preferences may reduce the value of our Common Stock, make it harder for us to sell shares of Common Stock in offerings in the future, or prevent or delay a change of control. Furthermore, the conversion of Series A Preferred Shares , Series B Preferred Shares and Series C Preferred Shares into Common Stock may cause substantial dilution to our Common Stock holders . Because our Board of Directors (the "Board") is entitled to designate the powers and preferences of the preferred stock without a vote of our stockholders, subject to NASDAQ rules and regulations, our stockholders will have no control over what designations and preferences our future preferred stock, if any, will have. In addition, we may be required to redeem any non-converted Series C Preferred Shares at the rate of $100 per share, plus accrued dividends; and (b) Series B Preferred Shares at the rate of $100 per share, which funds we may not have, or which may not be available on favorable terms, if at all.

We Have Outstanding Shares of Preferred Stock With Rights And Preferences Superior to Those of Our Common Stock.

The issued and outstanding Series A Preferred Shares, Series B Preferred Shares and Series C Preferred Shares grant the holders of our preferred stock certain anti-dilution, voting, dividend and liquidation rights that are superior to those held by the holders of our Common Stock.

The issuance of shares of Common Stock in the future, issuances or deemed issuances of additional shares of Common Stock for a price below the applicable preferred shares conversion price will have the effect of diluting current stockholders. The rights of our preferred stockholders may increase our net losses, dilute our Common Stock holders, and allow such preferred stockholders to have approval rights and therefore to exert influence over certain corporate actions. For example, the holders of our Series C Preferred Shares are entitled to certain dividend, liquidation preference, and anti-dilution rights that are described in the as-amended Certificate of Designation of the Series C Preferred Shares (the "Series C Certificate of Designation ") and the related securities purchase agreement dated as of March 11, 2016. In addition, the holders of our Series C Preferred Shares have certain redemption rights that may be exercised after December 2016 and, if such rights are exercised, could adversely affect our business and could require us to consider a range of strategic alternatives, including refinancing their securities or effecting a sale of our Company or its assets. We cannot assure you that the rights associated with the Series C Preferred Shares or our other series of preferred stock will not adversely affect the holders of our Common Stock.

We Do Not Intend to Pay Dividends for the Foreseeable Future, and You Must Rely on Increases in the Market Prices of Our Common Stock for Returns on Your Investment.

For the foreseeable future, we intend to retain any earnings to finance the development and expansion of our business, and we do not anticipate paying any cash dividends on our Common Stock . Accordingly, investors must be prepared to rely on sales of their Common Stock after price appreciation to earn an investment return, which may never occur. Investors seeking cash dividends should not purchase our Common Stock . Any determination to pay dividends in the future will be made at the discretion of our Board and will depend on our results of operations, financial condition, contractual restrictions, restrictions imposed by applicable law and other factors the Board deems relevant.

Our Executive Officers and Directors, Including Our Executive Chairman Mr. Farkas and His Affiliates, Possess Controlling Voting Power With Respect to Our Common Stock, Which Will Limit Your Influence on Corporate Matters.

As of June 26, 2017, our directors and executive officers collectively beneficially own approximately 95.80% of the shares of our Common Stock on a fully-diluted basis including the beneficial ownership of our Executive Chairman and director Mr. Farkas and his affiliates, of 88.16% of the shares of our Common Stock on a fully-diluted basis.

Upon the closing of this offering, our directors and executive officers will collectively beneficially own approximately 66.24% of the shares of our Common Stock on a fully-diluted basis including the beneficial ownership of Mr. Farkas and his affiliates of 62.88% of the shares of our Common Stock on a fully-diluted basis.

As a result, our insiders have the ability to effectively control our management and affairs through the election and removal of our Board and all other matters requiring stockholder approval, including any future merger, consolidation or sale of all or substantially all of our assets. This concentrated control could discourage others from initiating any potential merger, takeover or other change-of-control transaction that may otherwise be beneficial to our stockholders. Furthermore, this concentrated control will limit the practical effect of your influence over our business and affairs, through any stockholder vote or otherwise. Any of these effects could depress the price of our Common Stock.

Our Executive Chairman Mr. Farkas May Be Able To Influence The Outcome of Stockholder Votes. Mr. Farkas' Interests May Differ From Other Stockholders.

Upon the closing of this offering, Mr. Farkas and his affiliates will beneficially own 62.88% of the shares of our Common Stock on a fully-diluted basis.

Subject to any fiduciary duties owed to our other stockholders under Nevada law, Mr. Farkas may be able to exercise significant influence over matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions, and will have some control over our management and policies. Mr. Farkas may have interests that are different from yours. For example, Mr. Farkas may support proposals and actions with which you may disagree. The concentration of ownership could delay or prevent a change in control of our Company or otherwise discourage a potential acquirer from attempting to obtain control of our Company, which in turn could reduce the price of our stock. In addition, Mr. Farkas could use his voting influence to maintain our existing management and directors in office, delay or prevent changes in control of our Company, or support or reject other management and board proposals that are subject to stockholder approval, such as amendments to our employee stock plans and approvals of significant financing transactions.

In addition, we currently owe $542,567 in principal and interest pursuant to nine convertible notes issued to FGI between June 2016 and September 2016, which have matured and are past due. We have not satisfied this debt and are in negotiations with Mr. Farkas to extend the maturity dates of such notes. If we are unable to do so on favorable terms, or at all, Mr. Farkas could seek to enforce the notes against us, which could have an adverse effect on our business and reduce the market price of our Common Stock.

Our Articles of Incorporation Grants Our Board The Power to Issue Additional Shares of Common And Preferred Shares And to Designate Other Classes of Preferred Shares, All Without Stockholder Approval.

Our authorized capital consists of 540,000,000 shares of capital stock of which 40,000,000 shares are designated as preferred stock. Our Board, without any action by our stockholders, may designate and issue shares of preferred stock in such series as it deems appropriate and establish the rights, preferences and privileges of such shares, including dividends, liquidation and voting rights, provided it is consistent with Nevada law.

The rights of holders of our preferred stock that may be issued could be superior to the rights of holders of our shares of Common Stock . The designation and issuance of shares of capital stock having preferential rights could adversely affect other rights appurtenant to shares of our Common Stock . Furthermore, any issuances of additional stock (common or preferred) will dilute the percentage of ownership interest of then-current holders of our capital stock and may dilute our book value per share.

Certain Provisions of Our Corporate Governing Documents And Nevada Law Could Discourage, Delay, or Prevent A Merger or Acquisition at a Premium Price.

Certain provisions of our organizational documents and Nevada law could discourage potential acquisition proposals, delay or prevent a change in control of our Company, or limit the price that investors may be willing to pay in the future for shares of our Common Stock. For example, our articles of incorporation and bylaws permit us to issue, without any further vote or action by the stockholders, up to 40,000,000 shares of preferred stock in one or more series and, with respect to each series, to fix the number of shares constituting the series and the designation of the series, the voting powers (if any) of the shares of the series, and the preferences and relative, participating, optional, and other special rights, if any, and any qualifications, limitations, or restrictions of the shares of the series.

Risks Related to the Offering

Investors in This Offering Will Experience Immediate and Substantial Dilution in Net Tangible Book Value.

The public offering price will be substantially higher than the net tangible book value per share of our outstanding shares of Common Stock . As a result, investors in this offering will incur immediate dilution of $8.57 per share, based on the assumed public offering price of $9.25 per share. Investors in this offering will pay a price per share that substantially exceeds the book value of our assets after subtracting our liabilities. See “Dilution” for a more complete description of how the value of your investment will be diluted upon the completion of this offering.

In the Event That Our Common Stock and Warrants Are Listed on NASDAQ, Our Stock Price Could Fall and We Could Be Delisted in Which Case Broker-Dealers May Be Discouraged from Effecting Transactions in Shares of Our Common Stock Because They May Be Considered Penny Stocks and Thus Be Subject to the Penny Stock Rules.

The Securities and Exchange Commission (the "SEC") has adopted a number of rules to regulate "penny stocks" that restricts transactions involving stock which is deemed to be penny stock. Such rules include Rules 3a51-1, 15g-1, 15g-2, 15g-3, 15g-4, 15g-5, 15g-6, 15g-7, and 15g-9 under the Exchange Act. These rules may have the effect of reducing the liquidity of penny stocks. "Penny stocks" generally are equity securities with a price of less than $5.00 per share (other than securities registered on certain national securities exchanges or quoted on the NASDAQ Stock Market if current price and volume information with respect to transactions in such securities is provided by the exchange or system). Our securities have in the past constituted, and may again in the future constitute, "penny stock" within the meaning of the rules. The additional sales practice and disclosure requirements imposed upon U.S. broker-dealers may discourage such broker-dealers from effecting transactions in shares of our Common Stock , which could severely limit the market liquidity of such shares and impede their sale in the secondary market.

A U.S. broker-dealer selling penny stock to anyone other than an established customer or "accredited investor" (generally, an individual with net worth in excess of $1,000,000 or an annual income exceeding $200,000, or $300,000 together with his or her spouse) must make a special suitability determination for the purchaser and must receive the purchaser's written consent to the transaction prior to sale, unless the broker-dealer or the transaction is otherwise exempt. In addition, the "penny stock" regulations require the U.S. broker-dealer to deliver, prior to any transaction involving a "penny stock", a disclosure schedule prepared in accordance with SEC standards relating to the "penny stock" market, unless the broker-dealer or the transaction is otherwise exempt. A U.S. broker-dealer is also required to disclose commissions payable to the U.S. broker-dealer and the registered representative and current quotations for the securities. Finally, a U.S. broker-dealer is required to submit monthly statements disclosing recent price information with respect to the "penny stock" held in a customer's account and information with respect to the limited market in "penny stocks".

Stockholders should be aware that, according to the SEC, the market for "penny stocks" has suffered in recent years from patterns of fraud and abuse. Such patterns include (i) control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer; (ii) manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases; (iii) "boiler room" practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons; (iv) excessive and undisclosed bid-ask differentials and markups by selling broker-dealers; and (v) the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, resulting in investor losses. Our management is aware of the abuses that have occurred historically in the penny stock market. Although we do not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to our securities.

Speculative Nature of Warrants.

The warrants offered in this offering do not confer any rights of Common Stock ownership on their holders, such as voting rights or the right to receive dividends, but rather merely represent the right to acquire shares of our Common Stock at a fixed price for a limited period of time. Specifically, commencing on the date of issuance, holders of the warrants may exercise their right to acquire the Common Stock and pay an exercise price of $11.56 per share, based on the assumed price of $9.25, the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split (125% of the combined public offering price of our Common Stock and warrants in this offering), prior to five years from the date of issuance, after which date any unexercised warrants will expire and have no further value. Moreover, following this offering, the market value of the warrants is uncertain and there can be no assurance that the market value of the warrants will equal or exceed their public offering price. There can be no assurance that the market price of the Common Stock will ever equal or exceed the exercise price of the warrants, and consequently, whether it will ever be profitable for holders of the warrants to exercise the warrants.

We May Need Additional Capital, and the Sale of Additional Shares or Equity or Debt Securities Could Result in Additional Dilution to Our Stockholders.

We believe that our existing cash, together with the net proceeds from this offering, will be sufficient to meet our anticipated cash needs for at least the next two years. We may, however, require additional cash resources due to changed business conditions or other future developments. If these resources are insufficient to satisfy our cash requirements, we may seek to sell additional equity or debt securities or obtain one or more credit facilities. The sale of additional equity securities could result in additional dilution to our stockholders and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a Common Stock holder. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. It is uncertain whether financing will be available in amounts or on terms acceptable to us, if at all.

If we raise additional funds through government grants, collaborations, strategic alliances, licensing arrangements or marketing and distribution arrangements, we may have to relinquish valuable rights to our technologies, future revenue stream or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products that we would otherwise prefer to develop and market ourselves.

We Have Broad Discretion in the Use of the Net Proceeds from This Offering and May Not Use Them Effectively.

Our management will have broad discretion in the application of the net proceeds, including for any of the purposes described in the section of this prospectus entitled “Use of Proceeds.” You will be relying on the judgment of our management with regard to the use of these net proceeds, and you will not have the opportunity, as part of your investment decision, to assess whether the net proceeds are being used appropriately. The failure by our management to apply these funds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our securities to decline and delay the development of our product candidates. Pending the application of these funds, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

If Securities or Industry Analysts Do Not Publish Research or Reports About Our Business, or Publish Inaccurate or Unfavorable Research Reports About Our Business, Our Share Price and Trading Volume Could Decline.

The trading market for our Common Stock will, to some extent, depend on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If one or more of the analysts who cover us from time to time should downgrade our shares or change their opinion of our business prospects, our share price would likely decline. If one or more of these analysts ceases coverage of our Company or fails to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline.

Substantial Future Sales of Shares of Our Common Stock In The Public Market Could Cause Our Stock Price To Fall.

Shares of our Common Stock that we have issued directly or that have been or may be acquired upon exercise of warrants or the conversion of convertible securities are or may be covered by registration statements which permit the public sale of stock. Other holders of shares of Common Stock that we have issued, including shares of Common Stock issuable upon conversion and/or exercise of outstanding convertible notes, shares of preferred stock and warrants, may be entitled to dispose of their shares pursuant to an exemption from registration under the Securities Act. Additional sales of a substantial number of our shares of our Common Stock in the public market, or the perception that sales could occur, could have a material adverse effect on the price of our Common Stock. Our Common Stock is quoted on the OTC Pink Current Information Marketplace and there is not now, nor has there been, any significant market for shares of our Common Stock, and an active trading market for our shares may never develop or be sustained. If our Common Stock becomes listed on NASDAQ or if we register our Common Stock as a class pursuant to the Exchange Act, investors will be able to use Rule 144 to sell shares of our Common Stock in which case the then-prevailing market prices for our Common Stock may be reduced. Any substantial sales of our Common Stock or listing of our Common Stock on NASDAQ may have an adverse effect on the market price of our securities.

Sales of a substantial number of shares of our Common Stock in the public market following this offering could cause the market price of our Common Stock to decline. If there are more shares of Common Stock offered for sale than buyers are willing to purchase, then the market price of our Common Stock may decline to a market price at which buyers are willing to purchase the offered shares of Common Stock and sellers remain willing to sell the shares. All of the securities issued in the offering will be freely tradable without restriction or further registration under the Securities Act.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, that involve substantial risks and uncertainties. Forward-looking statements present our current expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. Forward-looking statements involve risks and uncertainties and include statements regarding, among other things, our projected revenue growth and profitability, our growth strategies and opportunity, anticipated trends in our market and our anticipated needs for working capital. They are generally identifiable by use of the words "may," "will," "should," "anticipate," "estimate," "plans," "potential," "projects," "continuing," "ongoing," "expects," "management believes," "we believe," "we intend" or the negative of these words or other variations on these words or comparable terminology. These statements may be found under the sections entitled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," as well as in this prospectus generally. In particular, these include statements relating to future actions, prospective products, market acceptance, future performance or results of current and anticipated products, sales efforts, expenses, and the outcome of contingencies such as legal proceedings and financial results.

Forward-looking statements include, without limitation, statements about our market opportunities, our business and growth strategies, our projected revenue and expense levels, possible future consolidated results of operations, the adequacy of our available cash resources, our financing plans, our competitive position and the effects of competition and the projected growth of the industries in which we operate, as well as the following statements:

- according to Navigant Research, the global market for electric vehicle supply equipment (EVSE) is expected to grow from 505,000 units in 2016 to 2.5 million in 2025.
- that the EV charger industry as a whole is undercapitalized to deliver the full potential of the expected EV market growth in the near future;
- that we expect to retain our leadership position with new capital;
- that we do not anticipate paying any cash dividends on our Common Stock;
- that we anticipate continuing to expand our revenues by selling our next generation of EV charging equipment, expanding our sales channels, and implementing EV charging station occupancy fees (fees for remaining connected to the charging station beyond an allotted grace period after charging is completed), subscription plans for our Blink-owned public charging locations, and advertising fees;
- that we are unique in our ability to provide various business models to Property Partners and leverage our technology to meet the needs of both Property Partners and EV drivers;
- Important factors that could cause actual results to differ materially from the results and events anticipated or implied by such forward-looking statements include, but are not limited to:
- changes in the market acceptance of our products and services;

- increased levels of competition;
- changes in political, economic or regulatory conditions generally and in the markets in which we operate;
- our relationships with our key customers;
- adverse conditions in the industries in which our customers operate;
- our ability to retain and attract senior management and other key employees;
- our ability to quickly and effectively respond to new technological developments;
- our ability to protect our trade secrets or other proprietary rights, operate without infringing upon the proprietary rights of others and prevent others from infringing on our proprietary rights; and
- other risks, including those described in the "Risk Factors" discussion of this prospectus.

We operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for us to predict all of those risks, nor can we assess the impact of all of those risks on our business or the extent to which any factor may cause actual results to differ materially from those contained in any forward-looking statement. The forward-looking statements in this prospectus are based on assumptions management believes are reasonable. However, due to the uncertainties associated with forward-looking statements, you should not place undue reliance on any forward-looking statements. Further, forward-looking statements speak only as of the date they are made, and unless required by law, we expressly disclaim any obligation or undertaking to publicly update any of them in light of new information, future events, or otherwise.

Certain of the market data and other statistical information contained in this prospectus are based on information from independent industry organizations and other third-party sources, including industry publications, surveys and forecasts. Some market data and statistical information contained in this prospectus are also based on management's estimates and calculations, which are derived from our review and interpretation of the independent sources listed above, our internal research and our knowledge of the EV industry. While we believe such information is reliable, we have not independently verified any third-party information and our internal data has not been verified by any independent source.

USE OF PROCEEDS

We estimate that the net proceeds from the sale of the Common Stock and warrants in the offering will be approximately $18.0 million, after deducting the underwriting discounts and commissions and estimated offering expenses, or $20.7 million if the underwriters exercise their over-allotment option to purchase shares and/or warrants in full.

We intend to use the net proceeds of this offering for the repayment of certain debt and other obligations, for the deployment of charging stations, to expand our product offerings, to add additional staff in the areas of finance, sales, and engineering, and for general working capital purposes.

We currently expect to use the net proceeds of this offering primarily for the following purposes:

- approximately $3.3 million for the repayment of certain debt and other obligations including (i) $542,567 in principal and interest owed pursuant to convertible notes issued to an entity controlled by Michael D. Farkas, our Executive Chairman, that are currently past due. The interest rate is 18%. The Company used the proceeds of these convertible notes for working capital; (ii) $2,500,100 owed to JMJ (not including the original issue discount of approximately 6% which we owe and which equals, as of June 26, 2017, approximately $150,000) with no interest rate and a maturity date of the earlier of July 15, 2017 or the third business day after the closing of this offering. The Company used the proceeds of the loans from JMJ for working capital; (iii) placement agent and legal fees of approximately $125,000 related to the JMJ Financing (of which $22,000 will be paid to Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, and $58,000 will be paid to Ardour, an entity of which Mr. Farkas owns less than 5%); and (iv) $50,000 owed to Chase Mortgage, Inc., pursuant to the Third Amendment to Secured Convertible Promissory Note dated November 9, 2015 with a monthly interest rate of 1.5% that is currently past due. The original Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, 2015 and May 1, 2015.

- approximately $4.0 million for the deployment of charging stations;

- approximately $1.0 million to expand our product offerings including but not limited to completing the research and development, as well as the launch of our next generation of EV charging equipment;

- approximately $3.0 million to add additional staff in the areas of finance, sales, customer support , and engineering;

- the remainder for working capital and other general corporate purposes.

We believe that the expected net proceeds from this offering and our existing cash and cash equivalents, together with interest thereon, will be sufficient to fund our operations for at least the next two years, although we cannot assure you that this will occur.

The amount and timing of our actual expenditures will depend on numerous factors, including the status of our development efforts, sales and marketing activities and the amount of cash generated or used by our operations. We may find it necessary or advisable to use portions of the proceeds for other purposes, and we will have broad discretion and flexibility in the application of the net proceeds. Pending these uses, the proceeds will be invested in short-term bank deposits.

MARKET FOR OUR COMMON STOCK AND RELATED STOCKHOLDER MATTERS

Market and Other Information

Our Common Stock is quoted on the OTC Pink Current Information Marketplace under the trading symbol “CCGI”. We intend to apply to the NASDAQ to list our Common Stock under the symbol “BLNK” and our warrants under the symbol “BLNKW.”

As of June 26, 2017, there were approximately 210 holders of record of our Common Stock. The last reported sale price of our Common Stock on June 26 , 2017 on the OTC Pink Current Information Marketplace was $9.25 per share, giving effect the Reverse Stock Split.

The following table sets forth, for the periods indicated, the high and low bid prices per share for our Common Stock as reported by the relevant OTC quotation service. These bid prices represent prices quoted by broker-dealers on the relevant OTC quotation service. The prices reflect inter-dealer quotations, do not include retail mark-ups, markdowns or commissions and do not necessarily reflect actual transactions. These prices have all been adjusted to give effect to the Reverse Stock Split.

Quarter ended	High	Low
April 1, 2017 through June 26 , 2017	$ 10.50	$ 8.00
March 31, 2017	$ 12.50	$ 5.00
December 31, 2016	$ 22.00	$ 5.50
September 30, 2016	$ 30.00	$ 13.00
June 30, 2016	$ 44.50	$ 12.50
March 31, 2016	$ 27.50	$ 5.00
December 31, 2015	$ 12.00	$ 4.50
September 30, 2015	$ 18.50	$ 10.00
June 30, 2015	$ 20.50	$ 12.50
March 31, 2015	$ 24.50	$ 15.50

Dividend Policy

To date, we have not paid any dividends on our Common Stock and do not anticipate paying any such dividends in the foreseeable future. The declaration and payment of dividends on the Common Stock is at the discretion of our Board and will depend on, among other things, our operating results, financial condition, capital requirements, contractual restrictions or such other factors as our Board may deem relevant. We currently expect to use all available funds to finance the future development and expansion of our business and do not anticipate paying dividends on our Common Stock in the foreseeable future. The payment of cash dividends was prohibited under our Series C Preferred Shares financing agreements with Eventide Gilead Fund (“Eventide”). On February 7, 2017, BLNK Holdings LLC, a Delaware limited liability company (“BLNK”) for which Mr. Farkas has voting power and investment power with regard to this entity’s holdings, bought all of the Company’s securities owned by Eventide and now owns over 75% of the Series C Preferred Shares outstanding. In addition, under the as-amended Certificate of Designation for the Series B Preferred Shares (the “Series B Certificate of Designation”), for so long as any shares of the Series B Preferred Shares remain outstanding, we are restricted from paying cash dividends on any shares of our capital stock.

CAPITALIZATION

The following table sets forth our consolidated cash and capitalization as of March 31, 2017. Such information is set forth on the following basis:

- On an actual basis.

  On a pro forma basis, giving effect to

  (1) the sale by us to JMJ of a Promissory Note in the amount of approximately $1.8 million offset by the Promissory Note discounts and issuance costs of:

  (A) Common Stock purchase warrants for 51,574 shares of Common Stock issued to JMJ with an estimated fair value of $230,263 using the multi-nomial lattice pricing model based upon: (i) an expected life of 1.53 – 4.25 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00;

  (B) the placement agent cash fees of $195,510 and warrants to purchase 5,157 shares of Common Stock with an estimated fair value of $23,022 using the multi-nomial lattice pricing model based upon: (i) an expected life of 1.53 – 4.25 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00. Such fees and warrants were issued in connection with the JMJ Financing; and

  (C) Subsequent to March 31, 2017, the Company received an additional $695,000 from JMJ, issued to JMJ an additional 19,857 warrant shares valued at $39,899, became obligated to issue Origination Shares valued at $333,600, incurred additional placement fee issuance costs of approximately $69,000, an additional $168,000 of deferred issuance associated with the default conversion feature of the borrowings and incurred additional original issue discount of approximately $72,000.

  (2) On May 8, 2017, the Company issued 61,740 Series C Preferred Shares to settle liabilities totaling $6,155,489 for the accrued public information fee, dividend payable, and registration rights penalty liabilities.

  (3) On May 8, 2017, the Company issued 21,166 shares of Common Stock in settlement of $386,900 in various accrued expenses (including payments to a business development consultant, a law firm engaged for representation of the Company during the ECOtality bankruptcy, an accounting firm, and a sales agent).

  (4) On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors in the state of Michigan, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements. The Company determined that pro forma financial statements are not required to be presented because 350 Green had no operations and no assets. In connection with the matter, the Company paid $71,000 of legal fees.

● On a pro forma as adjusted basis, giving effect to the pro forma events above and to the sale by us of 2,162,162 shares of Common Stock in this offering at an assumed public offering price of $9.25 per share, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split, after deducting sales agents' discounts and commissions and estimated offering expenses and the following:

(1) As of June 26, 2017, the Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which at the closing of this offering, with regard to warrants to purchase 633,407 warrant shares will convert into 411,638 shares of Common Stock, based on the assumed public offering price per share of $9.25, as adjusted to reflect the Reverse Stock Split. The issuance of these 411,638 shares will result in an inducement charge of approximately $2.4 million and reduce derivative liabilities by approximately $1.86 million.

(2) On June 23, 2017, the two holders of the Series A Preferred Shares signed letter agreements pursuant to which, at the closing of this offering, 11,000,000 Series A Preferred Shares will convert into 2,200,000 shares of Common Stock. Pursuant to the original terms of the Series A Preferred Shares, the conversion price of the Series A Preferred Shares is not impacted by a reverse stock split such that the holders would have been entitled to 27,500,000 shares of Common Stock on a post-split basis. The Company recorded the contingent beneficial conversion feature with a value of $1,000,000 as a deemed dividend by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit. On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will, at the closing of this offering, convert into 102,568 shares of Common Stock which will result in an inducement charge of approximately $120,000. During May and June 2017, the holders of the Series C Preferred Shares signed letter agreements pursuant to which, at the closing of this offering, 204,164 Series C Preferred Shares will, at the closing of this offering, convert into 3,172,824 shares of Common Stock. The above number of shares are based on an assumed public offering price of $9.25, as adjusted to reflect the Reverse Stock Split. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $24.9 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(3) Pursuant to drag-along rights under the Series C Amendment expected to be filed following the expected approval by the majority holder of the Series C Preferred Shares (an entity affiliated with Mr. Farkas), 8,003 Series C Preferred Shares will convert into 124,371 shares of Common Stock which is equal to 8,003 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price per share of $9.25,, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $0.9 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit..

(4) At the closing of this offering, the Company will repay: (i) $542,567 in principal and interest owed pursuant to

convertible notes issued to an entity controlled by our Executive Chairman, Mr. Farkas; (ii) $2,500,100 to JMJ related to funding provided under the JMJ convertible financing (not including the original issue discount of approximately 6% which we owe and which equals, as of June 26, 2017, approximately $150,000); and (iii) placement agent and legal fees of approximately $125,000 related to the JMJ Financing (of which $22,000 will be paid to Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, and $58,000 will be paid to Ardour). See "Use of Proceeds" section on page 29.

(5) Concurrent with the closing of the offering, the Company will pay the former principals of 350 Green LLC $25,000 and $50,000 within 60 days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015.

(6) Concurrent with the closing of the offering, the Company will issue 15,359 shares of Common Stock to three employee Board members in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017.

(7) Concurrent with the closing of this offering, the Company will charge $617,000 against additional paid-in capital related to offering costs that have been deferred.

(8) On June 8, 2017, the Company entered into a settlement agreement with former external legal counsel to settle $475,394 in payables owed for legal services as of March 31, 2017 for $100,000 in consideration: (a) $25,000 to be paid in cash at the closing of this offering; and (b) $75,000 in the form of shares of Common Stock issuable upon the closing of this offering. As a result, the Company will show a $375,395 reduction in liabilities.

(9) The Company will issue 129,735 Origination Shares valued at $1,200,048, after the closing of this offering to JMJ pursuant to the Purchase Agreement.

(10) On June 13, 2017, the Company entered into an agreement with ITT Canon LLC whereby the Company reached a settlement regarding, as of March 31, 2017, an accrued liability of $175,000. The Company will issue 21,622 shares of Common Stock at the closing of this offering.

The pro forma information below is illustrative only and our capitalization following the completion of this offering will be adjusted based on the actual public offering price and other terms of this offering determined at pricing. You should read this table together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited and unaudited consolidated financial statements and the related notes appearing elsewhere in this prospectus.

	Actual (unaudited)	Pro Forma (unaudited)	Pro Forma As Adjusted (unaudited)
Cash and cash equivalents	$ 2,988	$ 626,988	$ 15,359,366
Total indebtedness	25,810,215	16,301,236	9,852,459
Series B Convertible Preferred Shares, 10,000 shares designated, 8,250 shares issued and outstanding as of December 31, 2016	825,000	825,000	0
Stockholders' Deficiency:			
Preferred shares, $0.001 par value, 40,000,000 shares authorized;			
Series A Convertible Preferred Shares, 20,000,000 shares designated, 11,000,000 shares issued and outstanding as of March 31, 2017 and December 31, 2016	11,000	11,000	0
Series C Convertible Preferred Shares, 250,000 shares designated, 150,426 shares issued and outstanding as of March 31, 2017 and December 31, 2016	150	212	0
Common Stock, $0.001 par value, 500,000,000 shares authorized, 1,609,531 and 1,592,415 shares issued and outstanding as of December 31, 2016 and December 31, 2015, respectively	1,610	1,631	9,971
Additional paid-in capital	63,359,243	73,635,711	93,589,188
Accumulated deficit	(84,169,514)	(88,144,400)	(86,706,287)
Non-controlling interest	(3,831,314)	0	0
Total Stockholders' Deficiency	$ (24,628,825)	$ (14,495,846)	$ 6,892,872

The outstanding historical share information in the table above is based on Common Stock outstanding as of March 31, 2017 and excludes as of such date the following:

(i) Preferred Shares

a. 11,000,000 Series A Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 27,500,000 shares of Common Stock;
b. 8,250 Series B Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 85,490 shares of Common Stock; and
c. 150,426 Series C Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 429,789 shares of Common Stock.

(ii) outstanding options to purchase an aggregate of 148,234 shares of our Common Stock, with a weighted-average exercise price of approximately $58.00 per share, under our equity compensation plans;

(iii) 3,778,225 shares of our Common Stock issuable upon exercise of outstanding warrants which included 778,225 shares at a weighted average exercise price of $55.92 per share and 3,000,000 warrant shares owned by FGI not subject to the Reverse Stock Split at a weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split);

A $1.00 increase (decrease) in the assumed public offering price of $9.25, the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split, would increase (decrease) each of cash, total shareholders' equity and total capitalization by approximately $1.9 million, assuming the number of shares of Common Stock and warrants we are offering in this offering, as set forth on the cover page of this prospectus, remains the same, after deducting the estimated underwriting discount and estimated offering expenses payable by us. We may also increase or decrease the number of shares of Common Stock and warrants we are offering in this offering. Each increase (decrease) of 500,000 shares of Common Stock and warrants we are offering would increase (decrease) each of cash, total shareholders' equity and total capitalization from this offering by approximately $4.2 million, assuming the assumed public offering price remains the same, and after deducting the estimated underwriting discount and estimated offering expenses payable by us.

DILUTION

If you invest in our securities, your investment will be diluted immediately to the extent of the difference between the public offering price per share of Common Stock you pay in this offering, and the pro forma net tangible book value per share of Common Stock immediately after this offering.

Net tangible book value (deficit) per share represents the amount of our total tangible assets reduced by our total liabilities, divided by the outstanding shares of Common Stock. Tangible assets equal our total assets less intangible assets. As of March 31, 2017, our actual net tangible deficit value was $(25.4) million and our net tangible book deficit per share was $(15.76).

Our pro forma net tangible book value (deficit) of our Common Stock as of March 31, 2017 was $(15.2) million, or $(9.34) per share. Pro forma net tangible book value (deficit) represents pro forma total tangible assets less pro forma total liabilities and pro forma net tangible book value (deficit) per share represents pro forma net tangible book value divided by the total number of shares outstanding as of March 31, 2017, each after giving effect to:

(1) the sale by us to JMJ of a Promissory Note in the amount of approximately $1.8 million offset by the Promissory Note discounts and issuance costs of:

> (A) Common Stock purchase warrants for 51,574 shares of Common Stock issued to JMJ with an estimated fair value of $230,263 using the multi-nomial lattice pricing model based upon: (i) an expected life of 1.53 – 4.25 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a riskfree interest rate of 1.50%; and (v) an estimated exercise price of $35.00;
>
> (B) placement agent cash fees of $195,510 and warrants to purchase 5,157 shares of Common Stock with an estimated fair value of $23,022 using the multi-nomial lattice pricing model based upon: (i) an expected life of 1.53 – 4.25 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a riskfree interest rate of 1.50%; and (v) an estimated exercise price of $35.00. Such fees and warrants were issued in connection with the JMJ Financing; and
>
> (C) Subsequent to March 31, 2017, the Company received an additional $695,000 from JMJ, issued to JMJ an additional 19,857 warrant shares valued at $39,899, became obligated to issue Origination Shares valued at $333,600, incurred additional placement fee issuance costs of approximately $69,000, an additional $168,000 of deferred issuance associated with the default conversion feature of the borrowings and incurred additional original issue discount of approximately $72,000.

(2) On May 8, 2017, the Company issued 61,740 Series C Preferred Shares to settle liabilities totaling $6,155,489 for the accrued public information fee, dividend payable, and registration rights penalty liabilities.

(3) On May 8, 2017, the Company issued 21,166 shares of Common Stock in settlement of $386,900 in various accrued expenses (including payments to a business development consultant, a law firm engaged for representation of the Company during the ECOtality bankruptcy, an accounting firm, and a sales agent).

(4) On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors in the state of Michigan, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements. The Company determined that pro forma financial statements are not required to be presented because 350 Green had no operations and no assets. In connection with the matter, the Company paid $71,000 of legal fees.

A pro forma as adjusted basis, giving effect to the pro forma events above and for the sale by us of 2,162,162 shares of Common Stock in this offering at an assumed public offering price of $9.25 per share, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split, after deducting sales agents' discounts and commissions and estimated offering expenses, and the following:

(1) As of June 26, 2017, the Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which at the closing of this offering, warrants to purchase an aggregate of 633,407 warrant shares will convert into 411,638 shares of Common Stock, based on the assumed public offering price per share of $9.25, as adjusted to reflect the Reverse Stock Split. The issuance of these 411,638 shares will result in an inducement charge of approximately $2.4 million and reduce derivative liabilities by approximately $1.86 million.

(2) On June 23, 2017, the two holders of the Series A Preferred Shares signed letter agreements pursuant to which, at the closing of this offering, 11,000,000 Series A Preferred Shares will convert into 2,200,000 shares of Common Stock. Pursuant to the original terms of the Series A Preferred Shares, the conversion price of the Series A Preferred Shares is not impacted by a reverse stock split such that the holders would have been entitled to 27,500,000 shares of Common Stock on a post-split basis. The Company recorded the contingent beneficial conversion feature with a value of $1,000,000 as a deemed dividend by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit. On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will, at the closing of this offering, convert into 102,568 shares of Common Stock which will result in an inducement charge of approximately $120,000. During May and June 2017, the holders of the Series C Preferred Shares signed letter agreements pursuant to which, at the closing of this offering, 204,164 Series C Preferred Shares will, at the closing of this offering, convert into 3,172,824 shares of Common Stock. The above number of shares are based on an assumed public offering price of $9.25, as adjusted to reflect the Reverse Stock Split. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $24.9 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(3) Pursuant to drag-along rights under the Series C Amendment expected to be filed following the expected approval by the majority holder of the Series C Preferred Shares (an entity affiliated with Mr. Farkas), 8,003 Series C Preferred Shares will convert into 124,371 shares of Common Stock which is equal to 8,003 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price per share of $9.25,, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%. The conversion of the Series C Preferred Shares resulted in

a deemed dividend of approximately $0.9 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(4) At the closing of this offering, the Company will repay: (i) $542,567 in principal and interest owed pursuant to outstanding convertible notes issued to an entity controlled by our Executive Chairman, Mr. Farkas; (ii) $2,500,100 to JMJ related to funding provided under the JMJ convertible financing (not including the original issue discount of approximately 6% which we owe and which equals, as of June 26, 2017, approximately $150,000); and (iii) placement agent and legal fees of approximately $125,000 related to the JMJ Financing (of which $22,000 will be paid to Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, and $58,000 will be paid to Ardour). See "Use of Proceeds" section on page 29.

(5) Concurrent with the closing of the offering, the Company will pay the former principals of 350 Green LLC $25,000 and $50,000 within 60 days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015.

(6) Concurrent with the closing of the offering, the Company will issue 15,359 shares of Common Stock to three employee Board members in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017.

(7) Concurrent with the closing of this offering, the Company will charge $617,000 against additional paid-in capital related to offering costs that have been deferred.

(8) On June 8, 2017, the Company entered into a settlement agreement with former external legal counsel to settle $475,394 in payables owed for legal services as of March 31, 2017 for $100,000 in consideration: (a) $25,000 to be paid in cash at the closing of this offering; and (b) $75,000 in the form of shares of Common Stock issuable upon the closing of this offering. As a result, the Company will show a $375,395 reduction in liabilities.

(9) The Company will issue 129,735 Origination Shares valued at $1,200,048, after the closing of this offering to JMJ pursuant to the Purchase Agreement.

(10) On June 13, 2017, the Company entered into an agreement with ITT Canon LLC whereby the Company reached a settlement regarding, as of March 31, 2017, an accrued liability of $175,000. The Company will issue 21,622 shares of Common Stock at the closing of this offering.

After giving effect to the sale of shares of Common Stock at the assumed public offering price of $9.25 per share, and after deducting the underwriting discount and commission and estimated offering expenses, our pro forma, as adjusted net tangible book value (deficit) as of March 31, 2017 would have been $6.8 million, or $0.68 per share. This represents an immediate increase in pro forma net tangible book value (deficit) of $32.1 million to existing stockholders and immediate dilution of $8.57 per share to new investors purchasing shares in the offering.

The following table illustrates this per share dilution and is calculated on a pro forma basis, giving effect to the conversion of 212,167 Series C Preferred Shares into 3,297,195 shares of Common Stock; the conversion of 633,407 warrant shares into 411,638 shares of Common Stock; and 8,250 Series B Preferred Shares into 102,568 shares of Common Stock.

Assumed public offering price per share			$	9.25
Historical net tangible book value (deficit) per share as of March 31, 2017	$	(15.76)		
Pro Forma increase in net tangible book value (deficit) as of March 31, 2017	$	6.42		
Pro forma net tangible book value (deficit) as of March 31, 2017	$	(9.34)		
Pro Forma as adjusted increase in net tangible book value (deficit) as of March 31, 2017	$	10.02		
Pro forma, as adjusted, net tangible book value (deficit) per share as of March 31, 2017			$	0.68
Dilution per share to new investors in this offering			$	8.57

If the underwriter's overallotment option is exercised in full, our pro forma as adjusted net tangible book value per share following this offering will be $0.92 per share, which amount represents an immediate increase in net tangible book value of $10.26 per share of our Common Stock to existing shareholders and an immediate dilution in net tangible book value of $8.33 per share of our Common Stock to new investors purchasing shares in this offering.

The outstanding historical share information in the table above is based on Common Stock outstanding as of March 31, 2017 and excludes as of such date the following:

(i) Preferred Shares:

a. 11,000,000 Series A Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 27,500,000 shares of Common Stock;
b. 8,250 Series B Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 85,490 shares of Common Stock; and
c. 150,426 Series C Preferred Shares, issued and outstanding as of March 31, 2017, as if converted into 429,789 shares of Common Stock.

(ii) outstanding options to purchase an aggregate of 148,234 shares of our Common Stock, with a weighted-average exercise price of approximately $58.00 per share, under our equity compensation plans; and

(iii) 3,778,225 shares of our Common Stock issuable upon exercise of outstanding warrants of which 778,225 shares are at a weighted average exercise price of $55.90 per share and 3,000,000 warrant shares owned by FGI not subject to the Reverse Stock Split at a weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

A $1.00 increase or decrease in the assumed public offering price per share would increase or decrease our pro forma as adjusted net tangible book value per share after this offering by approximately $0.04 per share, and increase or decrease the dilution per share to new investors by approximately $0.96 per share, assuming the number of shares of Common Stock offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting the underwriting discount and estimated offering expenses payable by us.

If any Common Stock are issued upon exercise of outstanding options or warrants or conversion of outstanding Series A, B or C Preferred Shares, you may experience further dilution.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the financial condition and results of our operations should be read in conjunction with the "Summary Statements of Operations Data" and our consolidated financial statements and the notes to those statements appearing elsewhere in this prospectus. This discussion and analysis contains forward-looking statements reflecting our management's current expectations that involve risks, uncertainties and assumptions. Our actual results and the timing of events may differ materially from those described in or implied by these forward-looking statements due to a number of factors, including those discussed below and elsewhere in this prospectus particularly on page 9 entitled "Risk Factors".

Overview

We are a leading owner, operator, and provider of electric vehicle ("EV") charging equipment and networked EV charging services. We offer both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types.

Our principal line of products and services is our Blink EV charging network (the "Blink Network") and EV charging equipment (also known as electric vehicle supply equipment) and EV related services. Our Blink Network is proprietary cloud-based software that operates, maintains, and tracks all of the Blink EV charging stations and the associated charging data. The Blink Network provides property owners, managers, and parking companies, who we refer to as our Property Partners, with cloud-based services that enable the remote monitoring and management of EV charging stations, payment processing, and provide EV drivers with vital station information including station location, availability, and applicable fees.

We offer our Property Partners a flexible range of business models for EV charging equipment and services. In our comprehensive and turnkey business model, we own and operate the EV charging equipment, manage the installation, maintenance, and related services, and share a portion of the EV charging revenue with the property owner. Alternatively, Property Partners may share in the equipment and installation expenses, with CarCharging operating and managing the EV charging stations and providing connectivity to the Blink Network. For Property Partners interested in purchasing and owning EV charging stations that they manage, we can also provide EV charging hardware, site recommendations, connectivity to the Blink Network, and service and maintenance services.

As reflected in our unaudited condensed consolidated financial statements for the three months ended March 31, 2017, we had had a cash balance, a working capital deficiency and an accumulated deficit of $2,988, $18,989,258 and $84,169,514, respectively. During the three months ended March 31, 2017, we incurred a net loss of $3,097,732. These factors raise substantial doubt about our ability to continue as a going concern, as expressed in the notes to our unaudited condensed consolidated financial statements. Historically, we have been able to raise funds to support our business operations, although there can be no assurance we will be successful.

Through April 16, 2014, 350 Green was our wholly-owned subsidiary in which we had full control and the Company was consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a VIE and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. We had determined that our Company was the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations were included in our unaudited condensed consolidated financial statements. On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a VIE of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements.

Consolidated Results of Operations

Three Months Ended March 31, 2017 Compared With March 31 Ended March 31, 2016

Revenues

Total revenue for the three months ended March 31, 2017 was $595,620 compared to $840,137, a decline of $244,517, or 29%. The decline is primarily attributed to a $136,618, or 47%, decline in product sales that decreased to $153,587 for the three months ended March 31, 2017 compared to $290,205 for the three months ended March 31, 2016. The decrease was primarily due to lower volume of residential and commercial units sold during the three months ended March 31, 2017. In addition, the decline is attributed to a $66,970, or 29%, decline in grants and rebates revenue that decreased to $32,810 for the three months ended March 31, 2017 compared to $99,780 for the three months ended March 31, 2016. Grants and rebates relating to equipment and the related installation are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. The ability to secure grant revenues is typically unpredictable and, therefore, uncertain.

Charging service revenue company-owned charging stations was $267,874 for the three months ended March 31, 2017 compared to $292,743 for the three months ended March 31, 2016, a slight decrease of $24,869, or 8%. Charging services derived from revenue company-owned charging stations increased, despite a $54,099 decrease in revenue from a program sponsored by Nissan North America (called No Charge to Charge and currently still active) that the Company has participated in since July 2014. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, the private company participating in this program began adding chargers to the program and we no longer were able to generate as much revenue from the percentage of chargers we have in the program. We expect revenues derived from this program during the balance of 2017 to continue to be lower than the revenues we derived from this program in the same periods in 2016.

Total revenue from warranty revenue, network fees and other revenue was $141,349 for the three months ended March 31, 2017, as compared to $157,409 for the three months ended March 31, 2016, a decrease of $16,060, or 10%. The decrease is primarily attributable to a decrease in non-company owned fee generating units on our network during the three months ended March 31, 2017 as compared to the three months ended March 31, 2016, partially offset by an increase in maintenance contracts entered into by the Company as compared to the prior period.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, repairs and maintenance, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the three months ended March 31, 2017 were $432,407 as compared to $746,775 for the three months ended March 31, 2016. The decrease is primarily attributable to a decrease of $158,032, or 50%, in total cost of revenues in connection with cost of charging services, host provider fees and cost of product sales primarily due to a decrease in charging service revenues and equipment sales, with margins remaining consistent as compared to the prior period, as well as a reduction in depreciation and amortization expense that declined to $112,153 for the three months ended March 31, 2017 as compared to $202,104 for the three months ended March 31, 2016, as the underlying assets became fully depreciated since the 2016 period. There is a degree of variability in our gross margins related to charging services revenues from period to period primarily due to (i) the mix of revenue share payment arrangements, (ii) electricity reimbursements, and (iii) the costs of maintaining charging stations not currently in operation. Any variability in our gross margins related to equipment sales depends on the mix of products sold.

Operating Expenses

Operating expenses consist of selling, marketing, advertising, payroll, administrative, finance and professional expenses.

Compensation expense decreased by $466,422, or 32%, from $1,463,779 (consisting of approximately $0.9 million of cash compensation and approximately $0.6 million of non-cash compensation) for the three months ended March 31, 2016 to $997,357 (consisting of approximately $0.8 million of cash compensation and approximately $0.2 million of non-cash compensation) for the three months ended March 31, 2017. The decrease was primarily attributable reduced payroll expenses of approximately $180,000 due to the departure of certain management and other personnel during the second half of 2016 and a reduction in non-cash compensation of approximately $400,000 (which includes a $201,000 reduction of stock-based compensation expense related to share-based payments made to our Chief Operating Officer during the three months ended March 31, 2016 under the terms of his employment agreement.)

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $101,862, or 30%, from $344,803 for the three months ended March 31, 2016 to $242,941 for the three months ended March 31, 2017. The decrease was primarily attributable to decreased call center expenses as the Company inaugurated their own internal call center in Phoenix, Arizona during 2016 and reduced travel and third party IT expenses as compared to the prior period.

General and administrative expenses increased by $44,804, or 17%, from $268,904 for the three months ended March 31, 2016 to $313,708 for the three months ended March 31, 2017. The increase was primarily due to increased legal and consulting fees as compared to the three months ended March 31, 2016, partially offset by a general reduction in other expenditures due to cash constraints.

During the three months ended March 31, 2017, we incurred lease termination costs of $300,000 which represents the fair value of our remaining under our lease agreement.

Other Expense

Other expense decreased by $1,009,729, or 42%, from $2,416,668 for the three months ended March 31, 2016 to $1,406,939 for the three months ended March 31, 2017. The decrease was primarily attributable to a decrease in the change of the fair value of warrant liabilities of $1,550,119, or 77%, from $2,014,408 for the three months ended March 31, 2016 to $464,289 for the three months ended March 31, 2017, partially offset by an increase in amortization of discount on convertible notes of $614,901.

Net Loss

Our net loss for the three months ended March 31, 2017 decreased by $1,303,060, or 30%, to $3,097,732 as compared to $4,400,792 for the three months ended March 31, 2016. The decrease was primarily attributable to a decrease in operating expenses of $223,480 and other expenses of $1,009,729, partially offset by an increase in gross profit of $69,851. Our net loss attributable to Common Stock holders for the three months ended March 31, 2017 decreased by $866,560, or 18%, from $4,719,192 to $3,852,632 for the aforementioned reasons and due to an increase in the dividend attributable to Series C Preferred Shares of $436,500.

Year Ended December 31, 2016 Compared With Year Ended December 31, 2015

Revenues

Total revenue for the year ended December 31, 2016 was $3,326,021 compared to $ 3,957,795, a decline of $631,774 or 16%. The decline is primarily attributed to an $836,477 decline in grants and rebates revenue that decreased to $332,672, or 72% for the year ended December 31, 2016 compared to $1,169,149 for the year ended December 31, 2015. Grants and rebates relating to equipment and the related installation are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. Our grant revenue during the 2014 and 2015 fiscal years was primarily derived from our agreement with the Bay Area Air Quality Management District (the "BAAQMD"). Our agreement with the BAAQMD ended on December 31, 2015. Although we are not currently receiving funding under the grant, we are recognizing the funding received as revenue over the lives of the chargers to which they pertained.

Charging service revenue company-owned charging stations was $1,144,016 for the year ended December 31, 2016 compared to $1,074,163 for the year ended December 31, 2015, a slight increase of $69,853 or 7%. Charging services derived from revenue company-owned charging stations increased, despite a $155,940 decrease in revenue from a program sponsored by Nissan North America (called No Charge to Charge and currently still active) , that the Company has participated in since July 2014. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, the private company participating in this program began adding chargers to the program and we no longer were able to generate as much revenue from the percentage of chargers we have in the program. We expect revenues derived from this program during the balance of 2017 to continue to be lower than the revenues we derived from this program in the same periods in 2016.

Revenue from product sales was $1,126,939 for the year ended December 31, 2016 compared to $805,143 for the year ended December 31, 2015, an increase of $321,796 or 40%. The increase was primarily due to a higher volume of residential and commercial units sold in 2016.

Total revenue from warranty revenue, network fees and other revenue was $722,394 for the year ended December 31, 2016, compared to $909,340 the year ended December 31, 2015 a decrease of $186,946, or 21%. The decrease is attributed to a one-time gain of $209,086 associated with the settlement of accounts payable related to network fees.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, repairs and maintenance, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the year ended December 31, 2016 were $2,813,680 as compared to $2,861,738 for the year ended December 31, 2015, a decrease of $48,058, or 2%, primarily due to a reduction in warranty and repair costs that declined to $346,477 for year ended December 31, 2016 compared to $671,474 for the year ended December 31, 2015. There is a degree of variability in our gross margins related to charging services revenues from period to period primarily due to (i) the mix of revenue share payment arrangements, (ii) electricity reimbursements, and (iii) the costs of maintaining charging stations not currently in operation. Any variability in our gross margins related to equipment sales depends on the mix of products sold.

Gross Profit

The gross profit for the year ended December 31, 2016, was $512,341 compared to $1,096,057 for the year ended December 31, 2015, a decrease of $583,716. The reduction in gross profit contribution is largely attributed to a year over year reduction in grant and rebate revenue of $836,477. For the year ended December 31, 2016, the gross profit contribution from company-owned charging stations defined as charging service revenue from company-owned charging stations less cost of charging services- company-owned charging stations less host provider fees was $495,587 or 43% compared to $562,979 or 52% for the year ended December 31, 2015. The reduction in gross profit contribution from company-owned charging stations is attributed to the reduction in revenue from a program sponsored by Nissan North America (called No Charge to Charge and currently still active) that the Company has participated in since July 2014.

Gross Profit from product sales defined as product sales less cost of equipment sales was $625,210 or 55% for the year ended December 31, 2016, compared to $434,217 or 54% for the year ended December 31, 2015 an improvement of $190,993. Management anticipates that product sales attributed to the launch of the Company’s next generation charging stations targeted in the second half of 2017 will contribute to increased gross profit from product sales.

Operating Expenses

Operating expenses consist of selling, marketing, advertising, payroll, administrative, finance and professional expenses.

Compensation expense decreased by $3,320,634, or 40%, from $8,200,246 (consisting of approximately $4.3 million of cash compensation and approximately $3.9 million of non-cash compensation) for the year ended December 31, 2015 to $4,879,612 (consisting of approximately $4.1 million of cash compensation and approximately $0.8 million of non-cash compensation) for the year ended December 31, 2016. The decrease was primarily attributable to share-based payments with a fair value of approximately $1,750,000 made to our Chief Operating Officer during the year ended December 31, 2015 under the terms of an employment agreement, as well as reduced payroll expenses of approximately $1,251,000 due to the departure of certain management and other personnel during the second half of 2015.

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $211,065, or 13%, from $1,662,748 for the year ended December 31, 2015 to $1,451,683 for the year ended December 31, 2016. The decrease was primarily attributable to decreased call center expenses as the Company inaugurated their own internal call center in Phoenix, Arizona during 2016 and reduced travel expenses as compared to the prior period.

General and administrative expenses decreased by $1,158,903, or 45%, from $2,552,857 for the year ended December 31, 2015 to $1,393,954 for the year ended December 31, 2016. The decrease was primarily due to reduced legal and consulting fees as compared to the year ended December 31, 2015, which was primarily attributable to a greater demand for legal and consulting services during the year ended December 31, 2015.

Other (Expense) Income

Other (expense) income decreased by $3,561,089, or 116%, from other income of $3,074,870 for the year ended December 31, 2015 to other (expense) of $(486,219) for the year ended December 31, 2016. The decrease was primarily attributable to a decrease in the gain of the fair value of warrant liabilities of $2,535,398, or 78%, from $3,262,637 for the years ended December 31, 2015 to $727,239 for the year ended December 31, 2016, partially offset by an increase in a gain of settlements or forgiveness of accounts payable of $780,028. In addition, there was $1,833,896 of income during the year ended December 31, 2015 which related to a notification from the DOE that it had no further property interest in certain direct current fast chargers, which resulted in the release of our liability to the DOE, partially offset by a decrease in the provision for non-compliance penalty for delinquent regular SEC filings of $1,150,674, or 67%, from $1,722,217 for the year ended December 31, 2015 to $571,543 for the years ended December 31, 2016.

Net Loss

Our net loss for the year ended December 31, 2016 decreased by $545,797, or 7%, to $7,699,127 as compared to $8,244,924 for the year ended December 31, 2015. The decrease was primarily attributable to a decrease in operating expenses of $4,690,602 and gross profit of $583,716, partially offset by an increase in other expenses of $3,561,089. Our net loss attributable to Common Stock holders for the year ended December 31, 2016 decreased by $416,997, or 4%, from $9,584,624 to $9,167,627 for the aforementioned reasons and due to an increase in the dividend attributable to holders of Series C Preferred Shares of $518,400 and a decrease in income attributable to our non-controlling interest of $389,600.

Liquidity and Capital Resources

During the three months ended March 31, 2017, we financed our activities from proceeds derived from debt and equity financing. A significant portion of the funds raised from the sale of capital stock have been used to cover working capital needs and personnel, office expenses and various consulting and professional fees.

For the three ended March 31, 2017 and 2016, we used cash of $783,135 and $823,037, respectively, in operations. Our cash use for the three months ended March 31, 2017 was primarily attributable to our net loss of $3,097,732, adjusted for net non-cash expenses in the aggregate amount of $1,477,377, partially offset by $837,220 of net cash provided by changes in the levels of operating assets and liabilities. Our cash use for the three months ended March 31, 2016 was primarily attributable to our net loss of $4,400,792, adjusted for net non-cash expenses in the aggregate amount of $3,188,644 partially offset by $389,111 of net cash provided by changes in the levels of operating assets and liabilities.

During the three months ended March 31, 2017, cash used in investing activities was $206, which was used to purchase charger cables. Net cash used in investing activities was $5,836 during the three months ended March 31, 2016, which was used to purchase office and computer equipment.

Net cash provided by financing activities for the three months ended March 31, 2017 was $780,431, of which $805,100 was provided in connection with the issuance of convertible notes payable and $47,567 was provided in connection with proceeds from the issuance of notes payable to a related party, partially offset by $24,720 of payment of future offering costs, $39,000 of payment of debt issuance costs, repayment of notes payable of $3,604 and $4,912 of net cash used in connection with bank overdrafts. Cash provided by financing activities for the three months ended March 31, 2016 was $831,566 of which $855,000 of net proceeds (gross proceeds of $900,000 less cash issuance costs of $45,000) were from the sale of Series C Preferred Shares and warrants, partially offset by the repayment of notes payable of $23,434.

Charging service revenue derived from company-owned charging stations was $267,874 for the three months ended March 31, 2017 compared to $292,743 for the three months ended March 31, 2016, a slight decrease of $24,869, or 8%. Charging services revenue derived from company-owned charging stations increased, despite a $54,099 decrease in revenue from a program sponsored by Nissan North America that the Company has participated in since July 2014. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, the private company participating in this program began adding chargers to the program and we no longer were able to generate as much revenue from the percentage of chargers we have in the program. We expect revenues derived from this program during the balance of 2017 to continue to be lower than the revenues we derived from this program in the same periods in 2016.

Our source of grant revenue for this period was from the Pennsylvania Turnpike Commission. Although we are not currently receiving funding under the grant, we are recognizing the funding received as revenue over the lives of the chargers to which they pertained. However, historically, the Company has secured and depended on incentives and intends to continue to pursue incentives from various governmental jurisdictions. As an example, the Company endorsed the Obama Administration's announcement of, among other things, programs to release up to $4.5 billion in loan guarantees and invite applications to support the deployment of commercial EV charging facilities, and launch the Fixing America's Surface Transportation ("FAST") Act process to identify and develop corridors for zero emission and alternative fuel vehicles, which will include a network of EV fast charging stations.

Management anticipates that the gross profit contribution from company-owned charging stations as defined will improve as the company attains increased revenue contributions from its deployed base of charging stations and that product sales attributed to the launch of the Company's next generation charging stations targeted in the second half of 2017 will contribute to increased gross profit from product sales.

We believe that our existing cash, together with the net proceeds from this offering, will be sufficient to meet our anticipated cash needs for at least the next two years . There can be no assurance that this offering will succeed. Given these conditions, there is substantial doubt about our ability to continue as a going concern and our future is contingent upon our ability to secure the levels of debt or equity capital we need to meet our cash requirements. In addition, our ability to continue as a going concern must be considered in light of the problems, expenses and complications frequently encountered by entrants into established markets, the competitive environment in which we operate and the current capital raising environment.

Since inception, our operations have primarily been funded through proceeds from equity and debt financings. Although management believes that we have access to capital resources, there are currently no commitments in place for new financing at this time, except as described above under the heading Recent Developments, and there is no assurance that we will be able to obtain funds on commercially acceptable terms, if at all.

The funds we intend to raise pursuant to this offering will be used to fund our operations. The current level of cash and operating margins is insufficient to cover our existing fixed and variable obligations, so increased revenue performance and the addition of capital through issuances of securities are critical to our success. Should we not be able to raise additional debt or equity capital through this offering or some other financing source, we would take one or more of the following actions to conserve cash: further reductions in employee headcount, reduction in base salaries to senior executives and employees, and other cost reduction measures. Assuming that we are successful in our growth plans and development efforts, we believe that we will be able to raise additional debt or equity capital. There is no guarantee that we will be able to raise such additional funds on acceptable terms, if at all.

Through March 31, 2017, we incurred an accumulated deficit since inception of $84,169,514. As of March 31, 2017, we had a cash balance and working capital deficit of $2,988 and $18,989,258, respectively. During the three months ended March 31, 2017, we incurred a net loss of $3,097,732. These conditions raise substantial doubt about our ability to continue as a going concern within one year after the issuance date of this filing. The report of our independent registered public accounting firm with respect to our financial statements as of December 31, 2016 and for the year then ended indicates that our financial statements have been prepared assuming that we will continue as a going concern. The report states that, since we have incurred net losses since inception and we need to raise additional funds to meet our obligations and sustain our operations, there is substantial doubt about our ability to continue as a going concern. Our plans in regard to these matters are described in Note 2 to our audited financial statements as of December 31, 2016 and 2015 and for the years then ended. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Our condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classifications of liabilities that might be necessary should we be unable to continue as a going concern.

Recent Developments

Securities Purchase Agreement with JMJ Financial

In accordance with its terms, the Purchase Agreement became effective upon (i) execution by the Parties of the Purchase Agreement, the Promissory Note, and the October JMJ Warrant, and (ii) delivery of an initial advance pursuant to the Promissory Note of $500,000, which occurred on October 13, 2016. The Promissory Note and the October JMJ Warrant were issued on October 13, 2016. Pursuant to the Purchase Agreement, as amended on March 23, 2017, May 15, 2017 and June 15, 2017, JMJ purchased from our Company (i) the Promissory Note, convertible into Common Stock, in the aggregate principal amount of up to $3,725,000 due and payable on the earlier of July 15, 2017 or the third business day after the closing of an Registered Offering, and (ii) the October JMJ Warrant to purchase 14,286 shares of our Common Stock at an exercise price per share equal to the lesser of (i) 80% of the per share price in the contemplated Registered Offering, (ii) $35.00 per share, (iii) 80% of the unit price in the Registered Offering (if applicable), (iv) the exercise price of any warrants issued in the Registered Offering, or (v) the lowest conversion price, exercise price, or exchange price, of any security issued by us that was outstanding on October 13, 2016. Pursuant to the terms of the Promissory Note, JMJ has agreed that it will not convert the Promissory Note into more than 9.99% of our outstanding shares of Common Stock. JMJ currently does not own any shares of our Common Stock. The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. The Promissory Notes each have an original issue discount of approximately 6%. This means that the Company will need to repay at least $530,000 for every $500,000 borrowed.

If we do not repay the Promissory Note on the maturity date (currently July 15, 2017), JMJ can convert all or part of the outstanding and unpaid principal, accrued interest, and any other fees into shares of Common Stock at a conversion price that is the lesser of $35.00 or 60% of the lowest trade price in the 25 trading days previous to the conversion. If we do not repay the Promissory Note on the maturity date and if we have issued a variable security at any time the Promissory Note is outstanding, then in such event JMJ shall have the right to convert all or any portion of the outstanding balance of the Promissory Note into shares of Common Stock on the same terms as granted in any applicable variable security issued by us.

With the achievement of certain milestones in November 2016 (the filing with the SEC of a Preliminary Information Statement on Schedule 14C regarding the Reverse Stock Split), an additional advance of $500,000 under the Promissory Note occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017 (the filing with the SEC of a revised Preliminary Information Statement and a Definitive Information Statement, each on Schedule 14C regarding the Reverse Stock Split), additional advances of $225,100 and $300,000 under the Promissory Note occurred on February 10 and February 27, respectively. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively. All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 share of the Company's Common Stock was issued on the same date. As of June 26, 2017, eight (8) warrants to purchase a total of 71,432 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $2,500,100. On the fifth (5th) trading day after the closing of the Registered Offering, but in no event later than July 15, 2017, we will deliver to JMJ the Origination Shares equal to 48% of the consideration paid by JMJ under the Promissory Note divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of our Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Registered Offering, or (iv) 80% of the unit offering price of the Registered Offering (if applicable), or (v) the exercise price of any warrants issued in the Registered Offering. The number of shares to be issued will be determined based on the share price in this offering. If the Registered Offering does not occur prior to July 15, 2017, if JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above.

In connection with the Purchase Agreement, the Company entered into a Representations and Warranties Agreement with JMJ regarding the Company's existing debt as of October 7, 2016. The Company had agreed to obtain agreements, by December 15, 2016, with holders owning at least $7,000,000 of the outstanding liabilities as reflected on the Company's balance sheet as of June 30, 2016, providing for those holders to convert their liabilities into Series C Preferred Shares or Common Stock of the Company at or prior to the time of the closing of the Registered Offering. The Company had agreed to also, by December 15, 2016, seek agreements so that the Company would not have, other than securities issued to JMJ, any variable securities. The Company is still seeking these letter agreements. Although the Company did not meet the December 2016 deadline, JMJ has not sought any remedies or assessed any fees for such failure.

On March 23, 2017, the parties amended the terms of the Promissory Note such that JMJ agreed to conditionally waive the defaults with regards to our failure to meet the original maturity date of the Promissory Note and the original delivery date of February 15, 2017 for the Origination Shares and extended the Maturity Date to May 15, 2017. JMJ did not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies JMJ may choose in the future to assess, apply or pursue in its sole discretion) and JMJ's conditional waiver is conditioned on us not being in default of and not breaching any term of the note, the securities purchase agreement, or any other transaction documents in connection therewith at any time subsequent to March 23, 2017. The parties amended the terms of the Promissory Note in a similar manner on May 15, 2017 (extending the Maturity Date to June 15, 2017) and June 15, 2017 (extending the Maturity Date to July 15, 2017). As of June 21, 2017, JMJ has not asserted its right to assess penalties resulting from the defaults with regards to our failure to meet the original (and amended) maturity date of the Promissory Note and the original (and amended) delivery date for the Origination Shares.

350 Green

On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a VIE of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements.

Critical Accounting Policies

Our critical accounting policies are included in Note 3 - Significant Accounting Policies of our consolidated financial statements included within this Annual report.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements, financings, or other relationships with unconsolidated entities or other persons, also known as "special purpose entities" (SPEs).

Recently Issued Accounting Standards

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 was revised in July 2015 to be effective for interim periods beginning on or after December 15, 2017 and should be applied on a transitional basis either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. In 2016, FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

In July 2015, the FASB issued ASU No. 2015-11, "Inventory (Topic 330): Simplifying the Measurement of Inventory," ("ASU 2015-11"). ASU 2015-11 amends the existing guidance to require that inventory should be measured at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory measured using last-in, first-out or the retail inventory method. ASU 2015-11 is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The adoption of ASU 2015- 011 is not expected to have a material impact on our consolidated financial statement or disclosures .

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02"). ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases. The ASU will also require new qualitative and quantitative disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating ASU 2016-02 and its impact on its consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718)" ("ASU 2016-09"). ASU 2016-09 requires an entity to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The adoption of ASU 2016- 009 is not expected to have a material impact on our consolidated financial statement or disclosures.

In August 2016, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2016-15, "Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments" ("ASU 2016-15"). ASU 2016-15 will make eight targeted changes to how cash receipts and cash payments are presented and classified in the statement of cash flows. ASU 2016-15 is effective for fiscal years beginning after December 15, 2017. ASU 2016-15 requires adoption on a retrospective basis unless it is impracticable to apply, in which case the Company would be required to apply the amendments prospectively as of the earliest date practicable. The Company is currently evaluating ASU 2016-15 and its impact on its consolidated financial statements or disclosures.

Other accounting standards that have been issued or proposed by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on our financial statements upon adoption.

Evaluation of Disclosure Controls and Procedures

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business and reputation with investors may be harmed. As a result, our small size and any current internal control deficiencies may adversely affect our financial condition, results of operations and access to capital. We have also experienced complications reporting as a result of material weaknesses and have at times been delinquent in our reporting obligations. We have carried out an evaluation under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the most recent period covered by this report. Based on the foregoing, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weaknesses described below.

A material weakness is a deficiency, or a combination of deficiencies, within the meaning of Public Company Accounting Oversight Board ("PCAOB") Audit Standard No. 5, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that as of March 31, 2017 our internal controls over financial reporting ("ICFR") were not effective at the reasonable assurance level:

1. We do not have written documentation of our internal control policies and procedures. Written documentation of key internal controls over financial reporting is a requirement of Section 404 of the Sarbanes-Oxley Act which is applicable to us for the year ended December 31, 2016. Management evaluated the impact of our failure to have written documentation of our internal controls and procedures during our assessment of our disclosure controls and procedures and concluded that the control deficiency that resulted represented a material weakness.

2. We do not have sufficient resources in our accounting function, which restricts our ability to gather, analyze and properly review information related to financial reporting in a timely manner. In addition, due to our size and nature, segregation of all conflicting duties may not always be possible and may not be economically feasible. However, to the extent possible, the initiation of transactions, the custody of assets and the recording of transactions should be performed by separate individuals. Management evaluated the impact of our failure to have segregation of duties during our assessment of our disclosure controls and procedures and concluded that the control deficiency that resulted represented a material weakness.

3. We do not have personnel with sufficient experience with U.S. GAAP to address complex transactions.

4. We have inadequate controls to ensure that information necessary to properly record transactions is adequately communicated on a timely basis from non-financial personnel to those responsible for financial reporting. Management evaluated the impact of the lack of timely communication between non–financial and financial personnel on our assessment of our reporting controls and procedures and has concluded that the control deficiency represented a material weakness.

5. We have determined that oversight over our external financial reporting and internal control over our financial reporting by our audit committee is ineffective. The audit committee has not provided adequate review of our SEC filings and consolidated financial statements and has not provided adequate supervision and review of our accounting personnel or oversight of the independent registered accounting firm's audit of our consolidated financial statement.

We have taken steps to remediate some of the weaknesses described above, including by engaging third party financial consultants with expertise in accounting for complex transactions and SEC reporting. We intend to continue to address these weaknesses as resources permit.

BUSINESS

Overview

We are a leading owner, operator, and provider of EV charging equipment and networked EV charging services. We offer both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types.

Our principal line of products and services is our Blink Network and EV charging equipment (also known as electric vehicle supply equipment) and EV related services. Our Blink Network is proprietary cloud-based software that operates, maintains, and tracks all of the Blink EV charging stations and the associated charging data. The Blink Network provides property owners, managers, and parking companies, who we refer to as our Property Partners, with cloud-based services that enable the remote monitoring and management of EV charging stations, payment processing, and provides EV drivers with vital station information including station location, availability, and applicable fees.

We offer our Property Partners with a flexible range of business models for EV charging equipment and services. In our comprehensive and turnkey business model, we own and operate the EV charging equipment, manage the installation, maintenance, and related services; and share a portion of the EV charging revenue with the property owner. Alternatively, Property Partners may share in the equipment and installation expenses, with us operating and managing the EV charging stations and providing connectivity to the Blink Network. For Property Partners interested in purchasing and owning EV charging stations, that they manage, we can also provide EV charging hardware, site recommendations, connectivity to the Blink Network, and service and maintenance services.

We have strategic partnerships across numerous transit/destination locations, including airports, auto dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condos, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations. As of June 26, 2017, we have approximately 14,370 charging stations deployed of which 4,972 are Level 2 public charging units, 119 DC Fast Charging EV chargers and 2,269 residential charging units in service on the Blink Network. Additionally, we currently have approximately 353 Level 2 charging units on other networks and there are also approximately an additional 6,657 non-networked, residential Blink EV charging stations. The non-networked, residential Blink EV charging stations are all partner owned.

Industry Overview

We believe that the market for plug-in electric vehicles has experienced significant growth in recent years in response to consumer demand for vehicles with greater fuel efficiency, greater performance, and with lower environmental emissions. We believe that the demand for EVs has also been spurred in part by federal and state fuel economy standards and other state and local incentives and rebates for EVs. For example, the states of California, Oregon, New York, Maryland, Massachusetts and others have created mandates for EVs with the goal of 3.3 million EVs on the road by 2025. At the same time, oil and gas prices continue to experience spikes and fluctuations, while at the same time the cost of battery technology continues to fall as the battery industry achieves scale. In response, major automotive OEMs have accelerated the adoption of EV models, with more than 25 EV models currently available from Tesla, Nissan, Kia, GM, Ford, Fiat, BMW, Mercedes, Audi, Volkswagen, Toyota, Mitsubishi, Land Rover, Porsche, and many others. According to the Electric Drive Transportation Association, sales of plug-in vehicles since introduction to the market in 2010 is over 500,000 and according to a third-party researcher, sales are expected to grow by a factor of 12 to 2.5 million in 2025.

However, we believe that a major impediment to EV adoption has been the lack of EV charging infrastructure, and that a viable model for continued deployment of EV charging infrastructure continues to evolve. Examples of federal programs designed to stimulate development of EV charging infrastructure includes the recent White House announcement of, among other things, programs to release up to $4.5 billion in loan guarantees and invite applications to support the deployment of commercial EV charging facilities, and the launching of the Fixing America's Surface Transportation (FAST) Act process to identify and develop corridors for zero emission and alternative fuel vehicles, which will include a network of EV fast charging stations.

According to Navigant Research, the global market for electric vehicle supply equipment (EVSE) is expected to grow from 505,000 units in 2016 to 2.5 million in 2025. Major utility companies are also working to upgrade their grid infrastructure in order to prepare for mass consumption of electricity by electric vehicles.

While many believe that the majority of EV charging occurs at home, we believe the need for a robust, pervasive public EV charging infrastructure is required to eliminate range anxiety (that is, a worried feeling while driving an electric car caused by the driver thinking they might run out of power before reaching their destination). In addition to providing strategic, public charging stations, we believe that it is necessary to provide EV charging solutions to those drivers that do not live in single-family homes, but share parking facilities, including multifamily residential apartment buildings and condominiums. While there are a few, leading competitors and various, smaller EV charging equipment or service providers that have emerged in the market, we believe their products and services are limited. Typically, these companies offer EV charging equipment, an EV charging network, or EV charging services with third party equipment.

Our EV Charging Solutions

We offer a broad range of EV charging products and services to Property Partners and EV drivers.

EV Charging Products

- *Level 2*. We offer Level 2 (AC) EV charging equipment, which is ideal for commercial and residential use, and has the standard J1772 connector, which is compatible with all major auto manufacturer electric vehicle models. Our commercial equipment is available in pedestal or wall mount configurations, with the ability to connect to our robust Blink Network. Our non-networked residential product, Blink HQ, is available in a wall-mount configuration and offers a delay start feature that allows users to optimize charging by utility rates. Level 2 charging stations typically provide a full charge in two to eight hours. Level 2 chargers are ideally suited for low-cost installations and frequently used parking locations, such as workplace, multifamily residential, retail and mixed-use, parking garages, municipalities, colleges/schools, hospitals, and airports.

- DCFC. Our DC Fast Charging equipment ("DCFC") currently has the CHAdeMo connector, which is compatible with Nissan, Kia, and Tesla electric vehicle models (additional models may be potentially available in the future), and typically provides an 80% charge in less than 30 minutes. Installation of DCFC stations and grid requirements are typically greater than Level 2 charging stations, and are ideally suited for transportation hubs and locations between travel destinations.

We intend to enhance our current equipment offerings by developing and offering new generations of EV charging equipment.

EV Charging Services

- *Blink Network*. Our proprietary, cloud-based Blink Network allows us to share convenient and advantageous station management features and pertinent data with Property Partners and EV drivers through user interfaces. These features include real-time station status, payment processing, detailed charging session information, monitoring and troubleshooting stations remotely, as well as standard and customized reporting capabilities on, among others, energy dispensed, greenhouse gases reduced, oil barrels saved, and gallons of fuel saved.

- *Blink Mobile application*. Our proprietary mobile application, available for iOS and Android, provides EV drivers with vital station information, including the ability to locate EV charging stations on the Blink Network, view real-time station status information, pay and initiate EV charging sessions, become a Blink member, and manage their Blink account (billing information, radio frequency identification cards, text messaging, and email notifications).

We believe that we are unique in our ability to provide various business models to Property Partners and leverage our technology to meet the needs of both Property Partners and EV drivers. Our property partner business model options include:

1. Host Owned: The Property Partner purchases our EV charging equipment for use by EV drivers and pays for connectivity to the Blink Network as well as payment transaction fees.

2. Car Charging Owned: We provide EV charging equipment, which we own and maintain, and operate the EV charging services through our Blink Network and share a portion of the revenues generated from the stations with our Property Partner.

3. Hybrid: We also offer customized business models that meet individual Property Partner needs and combines features from the aforementioned business models.

Competitive Advantages/Operational Strengths

Early Mover Advantage: We continue to leverage our large and defendable first mover advantage and the digital customer experience we have created for both drivers and Property Partners. We have approximately 96,000 drivers currently registered with Blink that appreciate the value of EV charging sessions on a leading, established, and robust network. We have thousands of Blink chargers deployed across the United States and the goal is to keep our Property Partners on one consistent network when expanding on any given property.

Long-Term Contracts with Property Owners: We have strategic and often long term agreements with location exclusivity for Property Partners across numerous transit/destination locations, including airports, car dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condo, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations. We have hundreds of Property Partners that include well-recognized companies, large municipalities, and local businesses. Some examples are Caltrans, Carl's Jr., City of Azusa, City of Chula Vista, City of Springfield, City of Tucson, Cracker Barrel, Federal Realty, Fred Meyer Stores, Inc., Fry's Food & Drug, Inc., Garage Management Company, Icon Parking, IKEA, iPark, JBG Associates, Kohls, Kroger Company, LAZ Parking, Macy's, McDonald's, Ralphs Grocery Company, Sears, Simon Properties, and SP+ Parking. We continue to establish new contracts with Property Partners that previously secured our services independently, or had contracts with the EV service providers that we acquired, including ECOtality, the former owner of the Blink related assets.

***Flexible Business Model**:* We are able to offer and sell both EV charging equipment as well as access to our robust, cloud-based EV charging software, which we refer to as the Blink Network. We believe that we have an advantage in our ability to provide various business models to Property Partners and leverage our technology to meet the needs of both Property Partners and EV drivers.

***Ownership and Control of EV Charging Stations and Services**:* We own a large percentage of our stations, which is a significant differentiation between us and some of our primary competitors. This ownership model allows us to control the settings and pricing for our EV charging services, service the equipment as necessary, and have greater brand management and price uniformity.

Experience with Products and Services of Other EV Charging Service Providers. From our early days and through our acquisitions, we have had the experience of owning and operating EV charging equipment provided by other EV charging service providers, including General Electric, ChargePoint, and SemaConnect. This experience has provided us with the working knowledge of the benefits and drawbacks of other equipment manufacturers and their applicable EV charging networks.

Our Strategy

Our objective is to continue to be a leading provider of EV charging solutions by deploying mass scale EV charging infrastructure, and by doing so, enable the accelerated growth of EV adoption and the EV industry. Key elements of our strategy include:

- *Relentless Focus on Customer Satisfaction*. Increase overall customer satisfaction with new and existing Property Partners and EV drivers by upgrading and expanding the EV charging footprint throughout high demand, high density geographic areas. In addition, improve productivity and utilization of existing EV charging stations, as well as to continue to enhance the valuable features of our EV charging station hardware and the Blink Network.

- *Leverage Our Early Mover Advantage.* We continue to leverage our large and defendable first mover advantage and the digital customer experience we have created for both drivers and Property Partners. We believe that there are tens of thousands of Blink driver registrants that appreciate the value of transacting charging sessions on a leading, established, and robust network experience. We have thousands of Blink chargers deployed across the United States and the tendency, among users, is to stay within one consistent network for expansion on any given property.

- *Expand Sales and Marketing Resources.* Our intention is to invest in sales and marketing infrastructure to capitalize on the growth in the market as well as to expand our go-to-market strategy. Today, we use a direct sales force and intend to continue to expand our efforts as well as invest in a wholesale channel go-to-market strategy that may include wholesale electrical distributors, independent sales agents, utilities, solar distributors, contractors, automotive manufacturers, and auto dealers.

- *Continue to Invest in Technology Innovation*. We will continue to enhance the product offerings available in our EV charging hardware, cloud-based software, and networking capability. This includes the design and launch of our next generation of EV charging solutions, including accelerating the charge currents currently available in EV charging hardware and new, robust Blink Network features in order to distance ourselves from the competition. Our key service solutions allow us to remain technology agnostic, and if market conditions shift, we have the option to leverage pure play hardware providers to augment our products.

- *Properly Capitalize Our Business*. We continue to pursue and welcome new potential capital sources to deliver on key operational objectives and the necessary resources to execute our overall strategy. The EV charger industry as a whole is undercapitalized to deliver the full potential of the expected EV market growth in the near future. We expect to retain our leadership position with new capital.

Sales

We currently maintain an in-house field sales force that maintains business relationships with our Property Partners and develops new sales opportunities through lead generation and marketing. We also sell our EV charging hardware, software services (connectivity to Blink Network), and service plans through reseller partners, which then sell these products and services to property representatives and/or hosts.

Marketing is performed by our in-house staff. To promote and sell our services to property owners and managers, parking companies, and EV drivers, we also utilize marketing and communication channels including press releases, email marketing, websites (www.CarCharging.com, www.BlinkNetwork.com, www.BlinkHQ.com), Google AdWords, and social media. The information on our websites is not, and will not be deemed, a part of this prospectus or incorporated into any other filings we make with the SEC.

We continue to invest in the improvement of the service and maintenance of our Company-owned stations, as well as those stations with a service and maintenance plans, and expanding our cloud-based network capabilities. We anticipate continuing to expand our revenues by selling our next generation of EV charging equipment to current as well as new Property Partners, which includes airports, auto dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condos, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations, expanding our sales channels to wholesale distributors, utilities, auto original equipment manufacturers (“OEMs”), solar integrators, and dealers, which will include implementing EV charging station occupancy fees (after charging is completed, fees for remaining connected to the charging station beyond an allotted grace period), and subscription plans for EV drivers on our Blink-owned public charging locations.

Our revenues are primarily derived from fees charged to EV drivers for EV charging in public locations, EV charging hardware sales, and government grants. EV charging fees to EV drivers are based either on an hourly rate, a per kilowatt-hour (“kWh”) rate, or by session, and are calculated based on a variety of factors, including associated station costs and local electricity tariffs. EV charging hardware is sold to our Property Partners such as Green Commuter, IKEA, Nashville Music Center, and Wendy’s. In addition, other sources of fees from EV charging services are network fees and payment processing fees paid by our Property Partners.

Our Customers and Partners

We have strategic partnerships across numerous transit/destination locations, including airports, auto dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condos, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations. We have hundreds of Property Partners that include well-recognized companies, large municipalities, and local businesses. Some examples are Caltrans, City of Azusa, City of Chula Vista, City of Springfield, City of Tucson, Cracker Barrel, Federal Realty, Fred Meyer Stores, Inc., Fry's Food & Drug, Inc., IKEA, JBG Associates, LLC, Kroger Company and Ralphs Grocery Company. We continue to establish new contracts with Property Partners that previously secured our services independently, or had contracts with the EV services providers that we acquired, including ECOtality, the former owner of the Blink related assets.

Our revenues are primarily derived from EV charging hardware sales to our Property Partners, fees from public EV charging services to EV drivers, government grants, and marketing incentives. EV charging fees to EV drivers are based either on an hourly rate, a per kWh rate, or by session, and are calculated based on a variety of factors, including associated station costs and local electricity tariffs. In addition, other sources of fees from EV charging services are network fees and payment processing fees paid by our Property Partners.

We continue to invest in the improvement of the service and maintenance of our Company-owned stations, as well as those stations with a service and maintenance plans, and expanding our cloud-based network capabilities. We anticipate continuing to expand our revenues by selling our next generation of EV charging equipment, expanding our sales channels, and implementing EV charging station occupancy fees (after charging is completed, fees for remaining connected to the charging station beyond an allotted grace period), subscription plans for our Blink-owned public charging locations, and advertising fees.

Competition

The EV charging equipment and service market is highly competitive and we expect the market to become increasingly competitive as new entrants enter this growing market. Our products and services compete on the basis of product performance and features, total cost of ownership, sales capabilities, financial stability, brand recognition, product reliability and size of installed base. Our existing competition currently includes ChargePoint, which manufactures EV charging equipment and operates the ChargePoint Network; and EVgo**,** which offers home and public charging with pay-as-you-go and subscription models. There are other entrants into the connected EV charging station equipment market, such as General Electric, SemaCharge, EVConnect, and Greenlots. We believe these additional competitors struggle with gaining the necessary network traction but could gain momentum in the future. While Tesla does offer EV charging services, the connector type utilized currently restricts the chargers to Tesla vehicles. There are many other large and small EV charger companies that offer non-networked or "basic" chargers that have limited customer leverage, but could provide a low-cost solution for basic charger needs in commercial and home locations.

We believe we have competitive advantages over our competitors, such as our long-term contracts with property owners and managers, and our flexible business model where we are able to sell both EV charging stations as well provide access to a leading EV charging network. However, many of our current and expected future competitors have considerably greater financial and other resources than we do, and may leverage those resources to compete effectively.

Government Regulation and Incentives

State, regional, and local regulations for installation of EV charging stations vary from jurisdiction to jurisdiction and may include permitting requirements, inspection requirements, licensing of contractors, and certifications as examples. Compliance with such regulation(s) may cause installation delays.

Currently, we apply charging fees by the kWh for our services in states that permit this policy and hourly and by session for our services in states that do not permit per kWh pricing. California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Maryland, Massachusetts, Minnesota, New York, Oregon, Pennsylvania, Utah, Virginia, and Washington have determined that companies that sell EV charging services to the public will not be regulated as utilities, therefore, allowing us to charge fees based on kW usage. These individual state determinations are not binding on any other regulator or jurisdiction; however, they demonstrate a trend in the way states view the industry. Other jurisdictions are in the process of adopting such reforms.

Historically, we have secured and depended on incentives, and intend to continue to pursue incentives from various governmental jurisdictions. As an example, we recently endorsed the Obama Administration's announcement of, among other things, programs to:

- Release up to $4.5 billion in loan guarantees and invite applications to support the deployment of commercial EV charging facilities;
- Launch the Fixing America's Surface Transportation (FAST) Act process to identify and develop corridors for zero emission and alternative fuel vehicles, which will include a network of EV fast charging stations; and
- Host an "Electric Vehicle Hackathon" in order to determine insights and develop new EV charging solutions.

We intend to continue to vigorously seek additional grants, loans, rebates, subsidies, and incentives as a cost effective means of reducing our capital investment in the promotion, purchase, and installation of charging stations where applicable. We expect that these incentives, rebates, and tax credits will be critical to our future growth. Additionally, there are incentives that are currently offered to support electric car adoption at the federal, state, and local levels, including a $7,500 federal income tax credit, and rebates/credits in California, Colorado, Delaware, Louisiana, Massachusetts, New York, and Rhode Island.

CESQG

As a Conditionally Exempt Small Quantity Generator ("CESQG"), we generate a limited quantity of hazardous waste, mostly solvent contaminated wipes that are transported to the local solid waste facility. Scrapped electronic boards are transported to a local recycler. A CESQG of hazardous waste is a generator that:

- Produces no more than 100 kg (220lbs) of hazardous waste per month;
- Produces no more than 1 kg (2.2lbs) of acute hazardous waste per month;
- Does not accumulate more than 1000 kg(2204lbs) of hazardous waste on-site; and
- a CESQG has no time limit for accumulation.

The use of our machinery and equipment must comply with the following applicable laws and regulations, including safety and environmental regulations:

- General Safety for all employees- includes health hazard communication, emergency exit plans, electrical safety-related work practices, office safety, and hand and hand-powered tools.
- Technicians and Engineers- Only authorized persons (technicians and engineers) perform product testing and repair in the production and engineering areas of the facility. Also, including those engineers involved in field service work. Regulations include control of hazardous energy, and personal protective equipment.

● Logisticians- includes forklift operations, which are performed only by certified shipping/receiving personnel, and material handling and storage.

On May 22, 2017, the Company entered into a lease for 11,457 square feet of office and warehouse space in Phoenix, Arizona beginning June 1, 2017 and ending July 31, 2019. As of June 23, 2017, we are still transitioning to this new space. We anticipate completing the move by July 21, 2017. Until we fully move into our new Phoenix space, we will not be in full compliance with the environmental regulations in the General Industry category applicable to us as a CESQG. We will be in full compliance upon the completion of our move into Phoenix. Our operations are not currently impacted by our non-compliance.

OSHA

We are subject to the Occupational Safety and Health Act of 1970, as amended ("OSHA"). OSHA establishes certain employer responsibilities, including maintenance of a workplace free of recognized hazards likely to cause death or serious injury, compliance with standards promulgated by the Occupational Safety and Health Administration and various record keeping, disclosure and procedural requirements. Various standards, including standards for notices of hazards, safety in excavation and demolition work and the handling of asbestos, may apply to our operations. Until we fully move into our new Phoenix space, we will not be in full compliance with the OSHA regulations. We will be in full compliance upon the completion of our move into Phoenix. Our operations are not currently impacted by our non-compliance.

NEMA

The National Electrical Manufacturers Association ("NEMA") is the association of electrical equipment and medical imaging manufacturers. NEMA provides a forum for the development of technical standards that are in the best interests of the industry and users, advocacy of industry policies on legislative and regulatory matters, and collection, analysis, and dissemination of industry data. All three of the Company's products comply with the NEMA standards that are applicable to such products.

CAFÉ Standards

The regulations mandated by the Corporate Average Fuel Economy ("CAFE") standards set the average new vehicle fuel economy, as weighted by sales, that a manufacturer's fleet must achieve. Although we are not a car manufacturer and are thus not directly subject to the CAFÉ standards, we believe such standards may have a material effect on our business. The Energy Independence and Security Act of 2007 raised the fuel economy standards of America's cars, light trucks, and Sport Utility Vehicles ("SUVs") to a combined average of at least 35 miles per gallon by 2020—a 10 mpg increase over 2007 levels—and required standards to be met at maximum feasible levels through 2030. Building on the success of the first phase of the National Program, the second phase of fuel economy and global warming pollution standards for light duty vehicles covers model years 2017–2025. These standards were finalized by the U.S. Environmental Protection Agency and U.S. Department of Transportation in August 2012. These new standards will reduce average global warming emissions of new passenger cars and light trucks to 163 grams per mile (g/mi) in model year 2025. This is equivalent to 54.5 miles per gallon (mpg), if the standards were met exclusively with fuel efficiency improvements. Manufacturers may choose to comply with these standards by manufacturing more EVs which will mean that more charging stations of the type we manufacture will be needed.

Intellectual Property

We rely on a combination of patent, trademark, copyright, unfair competition and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish, maintain and protect our proprietary rights. Our success depends in part upon our ability to obtain and maintain proprietary protection for our products, technology and know-how, to operate without infringing the proprietary rights of others, and to prevent others from infringing our proprietary rights.

As of June 26, 2017, we had 6 patents issued in the U.S., 4 patents issued in Canada, and 4 patents issued in South Korea. These patents relate to various aspects of battery charging and EV charging design. We intend to continue to regularly assess opportunities for seeking patent protection for those aspects of our technology, designs and methodologies that we believe provide a meaningful competitive advantage. However, our ability to do so may be limited until such time as we are able to generate cash flow from operations or otherwise raise sufficient capital to continue to invest in our intellectual property. For example, maintaining patents in the United States and other countries requires the payment of maintenance fees which, if we are unable to pay, may result in loss of our patent rights. If we are unable to do so, our ability to protect our intellectual property or prevent others from infringing our proprietary rights may be impaired.

Employees

As of June 26 , 2017, we have 19 full-time and 7 part-time employees. Our full-time employees work in the following places: 9 are located at our headquarters in Hollywood, Florida, 7 are located in Phoenix, Arizona, 1 is located in Los Gatos, California, 1 is located in New York, New York and 1 is located in Oregon. None of our employees are represented by a union or covered by a collective bargaining agreement. We have not experienced any work stoppages and we consider our relationship with our employees to be good.

Other Corporate Information

Car Charging Group, Inc., a Nevada corporation, is the parent company of Car Charging, Inc., a Delaware corporation, which serves as the main operating company and is, in turn, the parent company of several distinct wholly-owned subsidiary operating companies including, but not limited to, eCharging Stations LLC, Blink, Beam Charging LLC and EV Pass LLC. Car Charging Group, Inc. was formed in the State of Nevada on October 3, 2006, under our prior name, New Image Concepts, Inc. New Image Concepts, Inc. changed its name to Car Charging Group, Inc., on December 8, 2008. Car Charging, Inc. was incorporated in Delaware on September 8, 2009. We purchased the assets referred to as the Blink Network from ECOtality, Inc. on October 16, 2013. From April 22, 2013 to April 16, 2014, 350 Green was a wholly-owned subsidiary of the Company in which the Company had full control and was consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a VIE. We determined that we were the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in our consolidated financial statements. On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a VIE of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will, as of June 30, 2017, be deconsolidated from the Company's financial statements.

We maintain our principal offices at 3284 West 29 Court, Hollywood , Florida, 33020 . Our telephone number is (305) 521-0200. Our Silicon Valley office houses our CEO. Our website is www.CarCharging.com; we can be contacted by email at info@CarCharging.com. The information on our websites is not, and will not be deemed, a part of this prospectus or incorporated into any other filings we make with the SEC.

Property

We maintain our principal offices at 3284 West 29 Court, Hollywood, Florida, 33020. We also had a five-year sublease for office and warehouse space in Phoenix, Arizona beginning December 1, 2013 and ending November 30, 2018. On February 28, 2017, we vacated the Phoenix, Arizona space and we have no further obligations in connection with the sublease. On May 22, 2017, the Company entered into a lease for 11,457 square feet of office and warehouse space in Phoenix, Arizona beginning June 1, 2017 and ending July 31, 2019. Monthly lease payments range from approximately $6,300 to $6,600 (with the Company paying approximately $6,300 in total during the first three months of the lease) for a total of approximately $155,000 for the total term of the lease. As of June 26, 2017, the Company has not yet moved into this new space in Phoenix.

Legal Proceedings

From time to time, we are a defendant or plaintiff in various legal actions that arise in the normal course of business. We record legal costs associated with loss contingencies as incurred and has accrued for all probable and estimable settlements.

With the exception of the foregoing, we are not involved in any material disputes and do not have any material litigation matters pending except:

350 GREEN, LLC

There have been five lawsuits filed against 350 Green by creditors of 350 Green regarding unpaid claims. These lawsuits relate solely to alleged pre-acquisition unpaid debts of 350 Green. Also, there are other unpaid creditors, aside from those noted above, that claim to be owed certain amounts for pre-acquisition work done on behalf of 350 Green solely, that potentially could file lawsuits at some point in the future.

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and the Company in separate breach of contract counts and names all three entities together in an unjust enrichment claim. The Company and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold the Company or 350 Green liable for a contract to which they are not parties. As of December 31, 2016 and 2015, an amount of $112,500 is included in accounts payable of 350 Green. The Company settled with Sheetz and the parties signed two agreements on February 23, 2017: a General Release and Settlement Agreement and a Exclusive Electronic Vehicle Charging Services Agreement. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action between 350 Holdings or the Company.

The Exclusive Electronic Vehicle Charging Services Agreement with Sheetz is for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five year renewal unless written notice for the contrary is provided.

OTHER MATTER

On May 12, 2016, the SEC filed a complaint with the United States District Court in the Central District of California wherein the SEC alleges that an attorney who previously served as securities counsel to the Company was involved in a fraudulent scheme to create and sell seven (7) public "shell" companies. The SEC's complaint indicates that one of the shell companies, New Image Concepts, Inc. ("NIC") was the subject of the Company's December 7, 2009 reverse merger, wherein following the merger, NIC was renamed Car Charging Group, Inc. The Company is not named as a defendant in the SEC's complaint and, based on internal review and discussions, there were and are no continuing affiliations between any employees, directors, or investors of the pre-merger shell company and the Company. The Company has determined that no current or past employees of the Company were involved with the former shell company and it does not expect any additional actions to be necessary with respect to this matter.

LITIGATION UPDATES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, which had not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. The Company contends that the product was not in accordance with the specifications in the purchase order and, as such, believes the claim is without merit. On June 13, 2017, Blink and ITT Cannon agreed to a settlement agreement. The parties agreed as follows: (a) the Blink purchase order dated May 7, 2014 for 6,500 charging cables is terminated, cancelled and voided; (b) three (3) business days following the closing date of a public offering of the Company's securities and listing of such securities on the Nasdaq Capital Market, the Company shall issue to ITT Cannon shares of the same class of the Company's securities with an aggregate value of $200,000; and (c) within seven (7) calendar days of the valid issuance of the shares in item (b) above, ITT Cannon shall ship and provide the remaining 6,500 charging cables to Blink and dismiss the arbitration without prejudice

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893. The Company may appeal the decision and/or offer stock and/or cash in exchange for the awarded judgment at a later date.

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. The parties concluded their efforts to mediate a settlement before Magistrate Judge Kim without achieving a settlement. Settlement discussions are ongoing between the parties. The next status hearing on the matter is set for July 12, 2017.

DIRECTORS AND EXECUTIVE OFFICERS

As of the date of this prospectus, our directors, executive officers and significant employees are as follows:

Name	Age	Principal Positions With Us
Michael D. Farkas	45	Executive Chairman of the Board of Directors (Principal Executive Officer)
Michael J. Calise	56	Chief Executive Officer (Interim Principal Financial Officer, and Interim Principal Accounting Officer) and Director
Andy Kinard	51	President and Director
Ira Feintuch	46	Chief Operating Officer
Andrew Shapiro	49	Director
Donald Engel	85	Director

Set forth below is a brief description of the background and business experience of our directors and executive officers for the past five years.

Michael D. Farkas, Executive Chairman of the Board of Directors (Principal Executive Officer)

Mr. Farkas served as our Chief Executive Officer from 2010 through July 24, 2015. Mr. Farkas has served as a member of the Board since 2010 and has been the Executive Chairman of the Board since January 1, 2015. Effective June 15, 2017, we amended the employment agreement with Mr. Farkas. This amendment was approved by the Compensation Committee and the Board as a whole (with Mr. Farkas recusing himself from the vote regarding this amendment). This amendment clarified that, on a going-forward basis, the Executive Chairman position held by Mr. Farkas is the principle executive officer of the Company. Mr. Farkas is the founder and manager of FGI, a privately held investment firm. Mr. Farkas is the founder and CEO of Balance Labs, Inc., a consulting firm that provides business development and consulting services to startup development stage business. Mr. Farkas is a director at Balance Labs Inc. Mr. Farkas also currently holds the position of Chairman and Chief Executive Officer of the Atlas Group, where its subsidiary, Atlas Capital Services, was a broker-dealer that had successfully raised capital for a number of public and private clients until it withdrew its FINRA registration in 2007. Over the last 20 years, Mr. Farkas has established a successful track record as a principal investor across a variety of industries, including telecommunications, technology, aerospace and defense, agriculture, and automotive retail. Mr. Farkas attended Brooklyn College where he studied Finance.

Based on his work experience and education, the Company has deemed Mr. Farkas fit to serve on the Board.

Michael J. Calise, Chief Executive Officer (Interim Principal Financial Officer and Interim Principal Accounting Officer) and Director

Mr. Calise has served as our Chief Executive Officer since July 29, 2015 and as a member of the Board since March 9, 2016 . From June 2011 to February 2015, Mr. Calise was the Head of North America Electric Vehicle Solutions at Schneider Electric, a world leader in energy management and energy efficiency. While at Schneider, Mr. Calise was responsible for the electric vehicle strategy, product, and services, and took the business from its infancy to its position as one of the top contenders in the electric vehicle solutions industry. Prior to Schneider Electric, from March 2010 to May 2011, Mr. Calise was the founder and principal of EVadvise, an independent advisory firm focused on mass scale electric vehicle infrastructure. While at EVadvise, he helped develop the EV Charging infrastructure technology plan for Marin Transportation Authority's (MTA) county-wide charger deployment. Mr. Calise received a Bachelor of Science Degree in Electrical Engineering from the University of Buffalo in New York, and has been a member of the Institute of Electrical and Electronics Engineers, California Clean Cars, Cleantech.org, Plug In America and the Electric Auto Association (EAA), and was a former board member of the Electric Drive Transportation Association (EDTA) and the BACC EV Strategic Council.

Based on his work experience in the EV industry and his education, we have deemed Mr. Calise fit to serve on the Board and as our Chief Executive Officer.

Andy Kinard, President and Director

Mr. Kinard has served as our President and as a member of the Board since November 2009. Prior to his joining the Company Mr. Kinard sold electric vehicles in Florida for Foreign Affairs Auto from 2007 to 2009. From 2004 through 2005, he marketed renewable energy in Florida and was a Guest Speaker at the World Energy Congress. His first employer was Florida Power & Light ("FPL"), a power utility company , where he worked for 15 years. In his early years, his focus was on engineering. During his tenure at FPL, he performed energy analysis for large commercial accounts, and ultimately became a Certified Energy Manager. Simultaneously, Mr. Kinard was assigned to FPL's electric vehicle program. FPL had their own fleet of electric vehicles that they used to promote the technology. He also served on the Board of Directors of the South Florida Manufacturing Association for 4 years. He has city, county, and state contacts throughout Florida, and has attended every car show and green fair in the state of Florida. Mr. Kinard holds a B.S. in Engineering from Auburn University.

Based on his work experience and education, the Company has deemed Mr. Kinard fit to serve on the Board.

Ira Feintuch, Chief Operating Officer

Mr. Feintuch commenced employment with our Company in 2009 and was appointed Chief Operating Officer on March 24, 2015 . Mr. Feintuch served as Vice President of Operations from March 2009 to March 2015. In this capacity, Mr. Feintuch has been responsible for the purchasing, installation, and maintenance of EV charging equipment, the selection and management of third-party electricians and service professionals for our Company and its subsidiaries, as well as developing strategic partnerships and collaborative relationships for our Company. Mr. Feintuch currently sits on the board of the ROEV Association, an EV industry trade association. Mr. Feintuch commenced personal bankruptcy proceedings in January 2016. Mr. Feintuch holds a B.S. in Management from Touro College.

Based on his work experience with our Company and his education, we have deemed Mr. Feintuch fit to serve on the Board and as our President.

Andrew Shapiro, Director

Mr. Shapiro has served on our Board since April 17, 2014 . Mr. Shapiro founded Broadscale Group in 2012 and serves as its leader. Broadscale is a new model of investment firm working with leading energy corporations to invest in and commercialize the industry's most promising market-ready innovations. Prior to Broadscale, Mr. Shapiro founded GreenOrder in 2000. GreenOrder was a strategic advisory firm that worked with more than 100 enterprises to create energy and environmental innovation as a competitive advantage. In this capacity, Mr. Shapiro and his team worked with General Electric's leadership on the creation and execution of its multi-billion dollar "ecomagination" initiative, provided strategic counsel to General Motors on the launch of the Chevrolet Volt, and served as the green advisor for 7 World Trade Center, New York City's first LEED-certified (Leadership in Energy and Environmental Design) office tower. GreenOrder's client list included Alcan, Allianz, Bloomberg, BP, Bunge, Citi, Coca-Cola, Dell, Disney, Duke Energy, DuPont, eBay, Hines, HP, JPMorgan Chase, KKR, McDonald's, Morgan Stanley, NASDAQ OMX, National Grid, NBC Universal, NRG, Office Depot, Pfizer, Polo Ralph Lauren, Simon Property Group, Staples, Target, Tishman Speyer, TXU, and Waste Management. Mr. Shapiro and GreenOrder also co-founded the US Partnership for Renewable Energy Finance (US PREF), and created GO Ventures, a subsidiary to incubate and invest in environmentally innovative businesses, which cofounded and financed California Bioenergy, Class Green Capital, and GreenYour.com. In 2011, Mr. Shapiro led the sale of GreenYour.com to Recyclebank and joined Recyclebank's Sustainability Advisory Council. Mr. Shapiro holds an A.B. in Anthropology from Brown University and a J.D. from Yale Law School.

Based on his experience with environmental innovation and his education, we have deemed Mr. Shapiro fit to serve on the Board.

Donald Engel, Director

Mr. Engel has served on our Board since July 30, 2014 . Mr. Engel is currently a consultant to Palisades Capital Management LLC. Mr. Engel served as Managing Director and consultant at Drexel Burnham Lambert for 15 years. Mr. Engel managed and developed new business relationships and represented clients such as Warner Communications and KKR & Co., L.P. Mr. Engel also served as a consultant to Bear Stearns and as a Director of such companies as Revlon, Uniroyal Chemical, Levitz, Banner Industries, Savannah Pulp & Paper, and APL Corp. In the last decade, Mr. Engel consulted to Morgan Joseph TriArtisan. Mr. Engel attended the University of Richmond.

Based on his work experience, previous directorships and education, the Company has deemed Mr. Engel fit to serve on the Board.

Family Relationships

There are no family relationships between any of our officers or directors.

Director Independence

Upon the completion of this offering, our Common Stock is expected to be listed on The NASDAQ Capital Market. Under the rules of NASDAQ, "independent" directors must make up a majority of a listed company's board of directors. In addition, applicable NASDAQ rules require that, subject to specified exceptions, each member of a listed company's audit and compensation committees be independent within the meaning of the applicable NASDAQ rules. Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act.

Our Board has undertaken a review of the independence of each director and considered whether any director has a material relationship with us that could compromise his ability to exercise independent judgment in carryout out his responsibilities. As a result of this review, our Board determined that Messrs. Shapiro and Engel qualify as "independent" directors within the meaning of the NASDAQ rules. We plan on appointing two other "independent" directors prior to the closing of this offering . Upon the appointment of two other "independent" directors, a majority of our directors will be independent, as required under applicable NASDAQ rules. As required under applicable NASDAQ rules, we anticipate that our independent directors will meet in regularly scheduled executive sessions at which only independent directors are present.

Board Composition

Our Board is currently composed of five members. Our articles of incorporation and our bylaws permit our stockholders to establish by resolution the authorized number of directors, and six are currently authorized. Our directors hold office until their successors have been elected and qualified, or the earlier of their death, resignation or removal.

In addition, the Series C Certificate of Designation entitles the holders of our Series C Preferred Shares, exclusively and as a separate class, to elect one of our directors, whom we will refer to as our Series C Director. The Series C Director may be removed without cause, and only by, the affirmative vote of the holders of the shares of our Series C Preferred Shares. Since the resignation of Kevin Evans on December 8, 2016, the Board has not had a Series C Director. The holders of our Series C Preferred Shares have the right to appoint a new Board member. As of February 7, 2017, BLNK, for which Mr. Farkas has voting power and investment power with regard to this entity's holdings, owns over 80% of the Series C Preferred Shares outstanding. BLNK does not plan on appointing a new Board member.

Board Committees

Our Board has established an audit committee, a compensation committee, and a nominating and corporate governance committee. The composition and responsibilities of each of the committees of our Board are described below. Members serve on such committees until their resignation or until otherwise determined by our Board.

Audit Committee

Our audit committee was established in November 2016 to oversee our corporate accounting and financial reporting processes. Our audit committee, among other things, be responsible for:

- selecting and hiring the independent registered public accounting firm to audit our financial statements;
- helping to ensure the independence and performance of the independent registered public accounting firm;
- approving audit and non-audit services and fees;
- reviewing financial statements and discussing with management and the independent registered public accounting firm our annual audited and quarterly financial statements, the results of the independent audit and the quarterly reviews, and the reports and certifications regarding internal controls over financial reporting and disclosure controls;
- preparing the audit committee report that the SEC requires to be included in our annual proxy statement;
- reviewing reports and communications from the independent registered public accounting firm;
- reviewing earnings press releases and earnings guidance;
- reviewing the adequacy and effectiveness of our internal controls and disclosure controls and procedures;
- reviewing our policies on risk assessment and risk management;
- reviewing related party transactions;
- establishing and overseeing procedures for the receipt, retention and treatment of accounting related complaints and the confidential submission by our employees of concerns regarding questionable accounting or auditing matters; and
- reviewing and monitoring actual and potential conflicts of interest.

Our audit committee is comprised of Mr. Shapiro. Our Board has determined that each of the directors serving on the audit committee meets the requirements for financial literacy under applicable rules and regulations of the SEC and NASDAQ. In addition, our Board has determined that Mr. Shapiro meets the requirements of a financial expert as defined under the applicable rules and regulations of the SEC and who has the requisite financial sophistication as defined under the applicable rules and regulations of NASDAQ. Our Board has considered the independence and other characteristics of each member of our audit committee, and our Board believes that each member meets the independence and other requirements of NASDAQ and the SEC.

Our audit committee operates under a written charter that will satisfy the applicable standards of the SEC and NASDAQ. We intend to comply with future requirements to the extent they become applicable to us.

Compensation Committee

Our compensation committee was established in November 2016 to oversee our corporate compensation policies, plans and benefit programs. Our compensation committee is, among other things, responsible for:

- reviewing, approving and determining, or making recommendations to our Board regarding, the compensation of our executive officers, including our Chief Executive Officer and other executive officers;
- administering our equity compensation plans and programs;
- reviewing and discussing with our management our SEC disclosures; and
- overseeing our submissions to stockholders on executive compensation matters.

Our compensation committee is comprised of Messrs. Shapiro and Engel. Mr. Shapiro is the chairman of our compensation committee. Our Board has considered the independence and other characteristics of each member of our compensation committee. Our Board believes that each member of our compensation committee meets the requirements for independence under the current requirements of NASDAQ, is a nonemployee director as defined by Rule 16b-3 promulgated under the Exchange Act and is an outside director as defined pursuant to Section 162(m) of the Internal Revenue Code of 1986 (the "Code").

Our compensation committee operates under a written charter that satisfies the applicable rules and regulations of the SEC and the listing standards of NASDAQ.

Nomination of Directors

Our nominating and corporate governance committee was established in November 2016. Our nominating and corporate governance committee is comprised of Messrs. Shapiro and Engel. Our Board plans on adopting a nominating and corporate governance committee charter relating to the director nomination process. Under our policy, the independent directors of our Board will nominate our directors. When evaluating director nominees, our directors will likely consider the following factors:

- the current size and composition of the Board and the needs of the Board and the respective committees of the Board;
- such factors as character, integrity, judgment, diversity of experience, independence, area of expertise, corporate experience, length of service, potential conflicts of interest, other commitments and the like; and
- other factors that the directors may consider appropriate.

Our goal is to assemble a Board that brings together a variety of skills derived from high quality business and professional experience.

Code of Business Conduct and Ethics

The Company currently has a "Financial Code of Ethics" in place. We expect our Board to adopt a new code of business conduct and ethics prior to the closing of this offering. Our current "Financial Code of Ethics" only applies to our management. Our new code of business conduct and ethics will apply to all of our employees, officers and directors, including our principal executive and senior financial officers. A copy of our code of business conduct and ethics will be posted on our website at www.carcharging.com. A copy of our code of business conduct and ethics will be provided without charge to any person submitting a written request to the attention of the Chief Executive Officer at our principal executive office.

Involvement in Certain Legal Proceedings

To the best of our knowledge, none of our directors or executive officers has, during the past ten years:

- been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;
- been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;
- been found by a court of competent jurisdiction in a civil action or by the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;
- been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Except as set forth in our discussion below in "Certain Relationships and Related Transactions," none of our directors or executive officers has been involved in any transactions with us or any of our directors, executive officers, affiliates or associates which are required to be disclosed pursuant to the rules and regulations of the SEC.

Term of Office

Our directors are appointed at the annual meeting of shareholders and hold office until the annual meeting of the shareholders next succeeding his or her election, or until his or her prior death, resignation or removal in accordance with our bylaws. Our officers are appointed by the Board and hold office until the annual meeting of the Board next succeeding his or her election, and until his or her successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

Section 16(a) Beneficial Ownership Reporting Compliance

We do not currently have a class of securities registered under the Exchange Act and therefore our directors, executive officers, and any persons holding more than ten percent of our Common Stock are not required to comply with Section 16 of the Exchange Act.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following summary compensation table sets forth all compensation awarded to, earned by, or paid to the named executive officers paid by us during the years ended December 31, 2016 , and 2015 in all capacities. In 2015 and 2016, the named executive officers of the Company were Michael Farkas (Executive Chairman and Chief Executive Officer from January 2015 through July 2015 and Executive Chairman thereafter); Michael Calise (Chief Executive Officer from July 2015 to the present); and Ira Feintuch (Chief Operating Officer). Andy Kinard was not a named executive officer in 2015 and 2016, however, his compensation is listed below to fulfill the disclosure requirements for members of the Board.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary	Bonus	Stock Awards (1)	Option Awards (1)	All Other Compensation	Total
Andy Kinard,	2016	$ 60,266	$ -	$ 3,000	$ 930	$ 64,491 (2)	$ 128,686
President	2015	$ 74,949	$ -	$ 12,000	$ 3,868	$ 11,621 (2)	$ 102,438
Michael D. Farkas,	2016	$ -	$ -	$ 15,000	$ 3,226	$ 362,792 (4)	$ 381,018
Former Chief Executive Officer (3)	2015	$460,000(5)	$ -	$ 18,000	$ 4,849	$ 225,134(4)	$ 707,983
Michael J. Calise	2016	$275,000	$100,000	$ 3,000	$ 930	$ 82,098 (7)	$ 461,028
Chief Executive Officer (6)	2015	$114,583	$ 25,000	$ 75,000	$302,850	$ -	$ 517,433
Ira Feintuch	2016	$250,000	$ -	$ -	$ -	$ 249,428 (9)	$ 499,428
Chief Operating Officer (8)	2015	$270,833	$ -	$1,750,000	$ -	$ 90,972 (9)	$2,111,806

(1) The amounts reported in these columns represent the grant date fair value of the stock and options awards granted during the year ended December 31, 2016 and 2015, calculated in accordance with FASB ASC Topic 718.

(2) Mr. Kinard received $12,966 and $11,621 of Company paid health insurance benefits in calendar years 2016 and 2015, respectively. Mr. Kinard also earned the right to various options and Common Stock for each Board Meeting and each committee meeting of the Board attended during the year ended December 31, 2016. The Company accrued $51,525 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

(3) Mr. Farkas resigned as Chief Executive Officer on July 29, 2015. From July 29, 2015 through November 24, 2015, Mr. Farkas served as Chief Visionary Officer, an executive position. Mr. Farkas has served as Executive Chairman of the Board since January 1, 2015.

(4) Mr. Farkas received $17,160 and $14,634 of Company paid health insurance benefits in calendar years 2016 and 2015, respectively. FGI also earned commissions in the years ended December 31, 2016 and 2015 of $222,500 (the Company accrued $138,500 of cash that was due and $84,000 of compensation expense related to the contractual obligation to issue options and warrants as of December 31, 2016) and $187,750, respectively, in commissions relating to the installation of chargers ($47,750 was paid in cash and $140,000 was paid in Series C Preferred Shares as of December 31, 2015) and FGI also earned a placement fee commission of $52,500 that the Company accrued for as of December 31, 2016. Of the commissions earned in 2015 by Mr. Farkas, $140,000 was satisfied by the issuance of Series C Preferred Shares in 2015. Pursuant to his amended Employment Agreement, Mr. Farkas also earned the right to various options and Common Stock for each Board Meeting and each committee meeting of the Board attended during the year ended December 31, 2016. The Company accrued $70,107 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

(5) Of the salary of $460,000 earned in 2015 by Mr. Farkas, $240,000 was paid in cash during 2015, $80,000 was unpaid as of December 31, 2015 and $140,000 was satisfied by the issuance of Series C Preferred Shares in 2015.

(6) At the Board of Directors meeting of July 29, 2015, Mr. Calise was authorized, approved and ratified to serve as Chief Executive Officer.

(7) Mr. Calise received $26,928 of Company paid health insurance benefits in calendar year 2016. Pursuant to his Employment Agreement, Mr. Calise also earned the right to various options and Common Stock for each Board Meeting and each committee meeting of the Board attended during the year ended December 31, 2016. The Company accrued $55,171 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

(8) At the Board of Directors meeting of March 24, 2015, Mr. Ira Feintuch was authorized, approved and ratified to serve as Chief Operating Officer.

(9) Mr. Feintuch received $26,928 and $24,522 of Company paid health insurance benefits in calendar years 2016 and 2015, respectively. Pursuant to a Fee/Commission Agreement, Mr. Feintuch earned commissions of $222,500 and $66,450 in the calendar years 2016 and 2015, respectively.

Stock Awards

Messrs. Kinard, Farkas, and Calise were awarded 40, 761 and 40 shares of the Company's Common Stock valued at $3,000, $15,000 and $3,000, respectively, during 2016.

Messrs. Kinard, Farkas, and Calise were awarded 845, 1,551 and 4,412 shares of the Company's Common Stock valued at $12,000, $18,000 and $75,000, respectively, during 2015. Pursuant to a March 24, 2015 employment agreement, Mr. Feintuch was issued 1,000,000 Series A Preferred Shares, 1,500 Series C Preferred Shares and 30,000 shares of Common Stock valued at $1,000,000, $150,000 and $600,000, respectively. The stock awards were paid 50% upon the signing of the employment agreement and 50% upon the one-year anniversary of the employment agreement.

Option Grants

During the year ended December 31, 2016, Mr. Farkas, Mr. Kinard and Mr. Calise were awarded an aggregate of 500, 100 and 100 options, respectively, under the Company's 2015 Plan, which had an aggregate value on the dates of grant at $3,266, $980 and $980, respectively. During the year ended December 31, 2015, Mr. Farkas and Mr. Kinard were awarded an aggregate of 600 and 400 options, respectively, under the Company's 2015 Plan, which had an aggregate value on the dates of grant at $4,849 and $3,868, respectively. Pursuant to Mr. Calise's employment agreement, Mr. Calise was entitled to receive 109,766 options which have not been issued as of December 31, 2016. The estimated grant date fair value was $152,376. On June 14, 2017, the Board approved the issuance of warrants instead of the options owed to Mr. Calise under his employment agreement in the following amounts and exercise prices: 31,364 warrant shares at an exercise price of $35.00; 13,895 warrant shares at an exercise price of $50.00; 231 warrant shares at an exercise price of $75.00; 2,520 at an exercise price of $100.00; and 13 warrant shares at an exercise price of $150.

Employment Agreements

Mr. Farkas' Employment Agreement. We entered into an employment agreement with Michael D. Farkas, our CEO at the time, on October 15, 2010 (the "Original Farkas Employment Agreement"). The agreement was for three years and stipulated a base salary of $120,000 in year one, $240,000 in year two and $360,000 in year three. The agreement also included a signing bonus of $60,000.

At a Board meeting on April 17, 2014, the Board resolved to enter into a three-year contract with Mr. Farkas, whereby Mr. Farkas was due to receive a monthly salary of $40,000 with an increase to $50,000 per month in the event we became listed on a national securities exchange.

On December 23, 2014, in connection with the closing and as a condition to the closing of the securities purchase agreement executed simultaneously therewith, we entered into an amendment to the employment agreement with Mr. Farkas (who was still CEO at that time) (the "First Amendment"). The First Amendment provided that Mr. Farkas was to have a salary of Forty Thousand Dollars ($40,000) per month. However, for such time as any of the aggregate subscription amount from the December 2014 securities purchase agreement was still held in escrow, Mr. Farkas was to receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) was to be deferred; and (ii) was to be determined by the compensation committee of the Board to be fair and equitable. Additionally, beginning on the date that the aggregate subscription amount was released from escrow and continuing for so long as the Series C Preferred Shares remained issued and outstanding, Mr. Farkas' salary was only to be paid in cash if doing so would not have put us in a negative operating cash flow position.

Effective July 24, 2015, we again amended our employment agreement with Mr. Farkas, such that Mr. Farkas was appointed our Chief Visionary Officer and was no longer our CEO (the "Second Amendment"). Mr. Farkas continued to serve as our Executive Chairman of the Board. The Second Amendment called for Mr. Farkas to serve as Chief Visionary Officer for only four months. The Second Amendment specified the following: (i) in the event of a sale of the Company within one year of July 24, 2015, Mr. Farkas was to be entitled to receive an incentive payment equal to 1% of the gross sale price; and (ii) in satisfaction of amounts previously owed to Mr. Farkas, we were to issue Series C Preferred Shares valued at $400,000. The one year elapsed without a sale of our Company and the 4,444 Series C Preferred Shares were issued 4,000 on July 24, 2015 and 444 on March 31, 2016. All options and warrants that had been previously awarded to Mr. Farkas vested as of July 24, 2015.

Effective June 15, 2017, we again amended our employment agreement with Mr. Farkas (the "Third Amendment"). This Third Amendment was approved by the Compensation Committee and the Board as a whole (with Mr. Farkas recusing himself from the vote regarding the Third Amendment). The Third Amendment clarified that, on a going-forward basis, the Executive Chairman position held by Mr. Farkas is the principle executive officer of the Company. Mr. Farkas will hold this position for a term of three (3) years, with an automatic one (1) year renewal unless either party terminates Mr. Farkas' employment with the Company at least sixty (60) days prior to the expiration of the term.

We agreed that Mr. Farkas was paid $20,000 per month from July 24, 2015 to November 24, 2015 and we agreed to pay Mr. Farkas the equivalent of $15,000 per month in cash compensation for the past eighteen (18) months (from December 1, 2015 through May 31, 2017), or $270,000.

Prior to entering into the Original Farkas Employment Agreement, the Company and an entity controlled by Mr. Farkas entered into: (i) that certain Consulting Agreement dated October 20, 2009 (the "Consulting Agreement"); and (ii) that certain Car Charging Group, Inc. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement") and, after entering into the Original Farkas Employment Agreement, the parties entered into that certain Patent License Agreement dated March 29, 2012 among the Company, Mr. Farkas and Balance Holdings, LLC and the March 11, 2016 Agreement regarding the Patent License Agreement (collectively with the Fee Agreement and the Consulting Agreement, the "Affiliate Agreements").

Upon the closing of this offering, Mr. Farkas will be paid: (i) $270,000 in cash for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017; and (ii) at least $645,000 (the value of the accrued commissions on hardware sales, accrued commissions on revenue from charging stations due pursuant to the Affiliate Agreements, and accrued monthly stock compensation) in units of the Company's Common Stock and warrants sold in this offering at a 20% discount to the price per unit of the units sold in this offering. Pursuant to the Third Amendment, we and Mr. Farkas agreed that not all amounts due pursuant to the Affiliate Agreements had been calculated as of June 15, 2017. Once calculated prior to the offering, the additional amount shall be paid in the form of units at a 20% discount to the price per unit of the units sold in this offering.

In addition, pursuant to the Third Amendment, Mr. Farkas is due to receive (regardless of the status of the offering) warrants in replacement of expired warrants he was due to receive under the terms of the Original Farkas Employment Agreement. These warrants will expire five years after their issuance date (all share amounts and exercise prices in this paragraph are on a pre-split basis): (a) warrants for 2,000 shares of our Common Stock at an exercise price of $9.50 per share; (b) warrants for 68,677 shares of our Common Stock at an exercise price of $21.50 per share; and (c) warrants for 44,000 shares of our Common Stock at an exercise price of $37.00 per share. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Affiliate Agreements.

The Third Amendment resolves all claims Mr. Farkas had with regard to the Affiliate Agreements.

Pursuant to the Third Amendment, Mr. Farkas' salary will be, prior to the closing of this offering, fifteen thousand dollars ($15,000) per month in cash and fifteen thousand dollars ($15,000) per month in shares of our Common Stock. Pursuant to the Third Amendment, Mr. Farkas will be entitled to salary and benefits for eighteen (18) months if he is terminated for a reason other than for cause (defined in the Original Farkas Employment Agreement as a conviction for committing or participating in an injurious act that constitutes fraud, gross negligence, misrepresentation, or embezzlement with regard to the Company). After the closing of this offering, Mr. Farkas' salary monthly salary during will be $30,000 of cash compensation. If the Company has positive EBITDA for a fiscal quarter during the term of Mr. Farkas' employment, his monthly salary shall be $40,000 of cash compensation for as long as the Company has positive EBITDA as assessed on a quarterly basis.

Mr. Farkas agreed that the Fee Agreement and the Consulting Agreement are suspended and no payments are due thereunder (other than the payments specified in the Third Amendment) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $30,000.

Mr. Feintuch's Employment Agreement. On March 24, 2015, we entered into an employment agreement with Mr. Ira Feintuch to serve as our Chief Operating Officer for an initial three-year term renewable annually unless written notice is provided 60 days prior to the renewal term. Mr. Feintuch is to receive an annual salary of $250,000 and shall participate in all of our benefit programs. Mr. Feintuch may receive a performance-based bonus in the form of cash or securities, at the discretion of our Executive Committee or pursuant to any written incentive plans adopted by the Board. In addition, Mr. Feintuch was due to receive (and received) 1,000,000 Series A Preferred Shares, 1,500 Series C Preferred Shares and 30,000 shares of Common Stock. The stock awards are payable 50% upon the signing of the employment agreement and 50% upon the one-year anniversary of the employment agreement. In addition, options to purchase an aggregate of 29,913 shares of Common Stock held by Mr. Feintuch with exercise prices ranging from $50.00 to $73.00 per share had their expiration dates extended to March 24, 2018. If, at any time prior to the one (1) year anniversary of the employment agreement we experienced a Fundamental Transaction (as defined in the employment agreement), the unvested equity compensation granted pursuant to the employment agreement was entitled to acceleration of vesting. Mr. Feintuch is entitled to paid -time -off of twenty-five (25) days per annum. If Mr. Feintuch is terminated without "cause" (as defined in the employment agreement), we shall continue to be obligated to pay Mr. Feintuch for nine (9) months after written notice of termination. If Mr. Feintuch is terminated for cause, he shall only continue to receive accrued salary for the period ending with the date of such termination, and he shall immediately forfeit any rights and benefits that he may have in respect to any other compensation. Mr. Feintuch is also subject to a covenant not to compete.

Mr. Calise's Employment Agreement. On July 16, 2015 (the "Effective Date"), we entered into an at will employment agreement with Mr. Michael J. Calise to serve as our Chief Executive Officer, pursuant to which Mr. Calise will be compensated at the rate of $275,000 per annum and shall participate in all of our benefit programs. Mr. Calise will serve as a member of our Operations and Finance Committee (the "OPFIN Committee") and Executive Committee and we agree we will nominate Mr. Calise to serve of the Board for as long as Mr. Calise is our Chief Executive Officer. As of June 23, 2017, the OPFIN Committee is not currently in place. In addition, Mr. Calise will be entitled to receive (1) 71,688 options with an exercise price of $35.00 per share, (2) 31,760 options with an exercise price of $50.00 per share, (3) 528 options with an exercise price of $75.00 per share, (4) 5,759 options with an exercise price of $100.00 per share and (5) 30 options with an exercise price of $150.00 per share. The option quantities were derived from a percentage of the total options and warrants outstanding on the Effective Date (the "Underlying Instruments") and can be adjusted downward on a pro rata basis as a result of an expiration or amendment of the Underlying Instruments. Each of the options shall vest and become exercisable at the rate of 25% of the total number of shares on the twelve (12) month anniversary of the Effective Date and 1/16 of the total number of shares each quarter thereafter on each quarterly anniversary of the Effective Date, however, no option shall be exercisable prior to the exercise of the Underlying Instruments. The options shall have a four (4) year term from each of the respective vesting dates. The option grant requires stockholder approval of an increase in the number of shares authorized to be issued pursuant to our equity incentive plan. As of June 26, 2017, Mr. Calise has not received any options and has received 4,612 shares of Common Stock to which he was entitled pursuant to his employment agreement.

In addition, Mr. Calise is entitled to receive a signing bonus consisting of (i) $75,000 worth of our Common Stock based on the closing price on the Effective Date and (ii) a $25,000 cash payment. Within thirty (30) days of Mr. Calise's acceptance of this position, Mr. Calise and the Board will mutually set the Key Performance Indicators ("KPIs") for Mr. Calise's annual performance bonus. Mr. Calise will be initially eligible to receive an annual performance bonus in the amount of $100,000. Any entitled annual performance bonus shall be payable in January after the end of each year, and awarded for meeting the KPIs mutually set by Mr. Calise and the Board for the prior calendar year. Mr. Calise and the Board will meet at the beginning of each calendar year to set the KPIs and the annual bonus amount for that calendar year. Mr. Calise may receive an additional bonus in the form of cash and/or stock, at the discretion of the Board, or pursuant to one or more written plans adopted by the Board. Mr. Calise is entitled to paid -time -off of twenty (20) days per annum. Upon termination of employment by us for "cause" (as defined in the employment agreement) or due to Executive's death or disability, or if Mr. Calise resigns for "good reason" (as defined in the employment agreement), then (i) all vesting will terminate immediately with respect to Mr. Calise's outstanding equity awards, (ii) all payments of compensation by the us to Mr. Calise will terminate immediately (except as to amounts already earned), and (iii) Mr. Calise will only be eligible for severance benefits in accordance with the our established policies, if any, as then in effect. Upon termination by us other than for "cause", death, disability, or if Mr. Calise resigns for "good reason," Mr. Calise will be entitled to: (i) a lump sum payment equal to nine (9) months of salary, then in effect, (ii) up to 100% of Mr. Calise annual performance bonus prorated, (iii) reimbursement of COBRA premiums for a period of twelve (12) months, if applicable, and (iv) nine (9) months of accelerated vesting with respect to Mr. Calise's then-outstanding equity awards prorated based on the number of days in the relevant quarter. In addition to the preceding termination benefits, if Mr. Calise is terminated three months or less prior to, or upon, or within twelve months following a "change of control" (as defined in the employment agreement), Mr. Calise will be entitled to accelerated vesting of then-outstanding equity awards as follows: (i) if termination occurs in the second year of Mr. Calise's employment, an additional three (3) months prorated based on the number of days in the relevant quarter, (ii) if termination occurs in the third year of Mr. Calise's employment, an additional six (6) months prorated based on the number of days in the relevant quarter, (iii) if termination occurs in the fourth year of Mr. Calise's employment, 100% accelerated vesting. If Mr. Calise's employment with us terminates voluntarily by Mr. Calise (except upon resignation for "good reason" (as defined in the employment agreement)), for cause by us or due to Mr. Calise's death or disability, then (i) all vesting will terminate immediately with respect to Mr. Calise's outstanding equity awards, (ii) all payments of compensation by us to Mr. Calise under the employment agreement will terminate immediately, and (iii) Mr. Calise will only be eligible for severance benefits in accordance with our established policies, if any, as then in effect.

Mr. Kinard's Employment Agreement. Mr. Kinard is paid $60,266 per year pursuant to an oral agreement with the Company.

Omnibus Incentive Plans

We have adopted four omnibus incentive plans. On November 30, 2012, the Board, as well as a majority of our stockholders, approved our 2012 Omnibus Incentive Plan (the "2012 Plan"). On January 11, 2013, the Board approved our 2013 Omnibus Incentive Plan (the "2013 Plan") and a majority of our stockholders approved the 2013 Plan on February 13, 2013. On March 31, 2014, the Board approved our 2014 Omnibus Incentive Plan (the "2014 Plan") and a majority of our stockholders approved the 2014 Plan on April 17, 2014. On February 10, 2015, the Board approved our 2015 Omnibus Incentive Plan (the "2015 Plan," and together with the 2012 Plan, the 2013 Plan and the 2014 Plan, the "Plans," and each a "Plan") and a majority of our stockholders approved the 2015 Plan on April 21, 2015. The Plans are substantially similar. The Plans enable us to grant options, stock appreciation rights (SARs), restricted stock, restricted stock units, phantom stock and dividend equivalent rights to our employees, directors, consultants, and advisors or any affiliate (as defined in applicable Plan), and to improve our ability or an affiliate to attract, retain, and motivate individuals upon whom our sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in us. Any of these awards may be made as performance incentives to reward attainment of annual or long-term performance goals, which awards are anticipated to result in "performance-based" compensation (as that term is used for purpose of Section 162(m) of the Internal Revenue Code). The material terms of the Plans are summarized below.

Administration. The Plans are administered by the Board, or, in the discretion of the Board, by a committee composed of two (2) or more members of the Board (the "committee"). To the extent possible, and to the extent the Board deems it necessary or appropriate, each member of the committee will be a non- employee director and an outside director; however, the Board may designate two or more committees to operate and administer the Plans. The committee will authority to (i) determine the optionees and grantees to whom and the times at which options and awards will be granted, (ii) determine the price at which options will be granted, (iii) determine the type of option to be granted and the number of shares of Common Stock subject to the option, (iv) determine the number of shares of Common Stock to be granted pursuant to each award, and (v) approve the form and terms and conditions of the documents for each option and award; all subject, however, to the express provisions of the Plans. The interpretation and construction by the committee of any provisions of the Plans or of any option or award granted under it will be final, binding and conclusive.

Authorized Shares. The aggregate maximum number of shares of Common Stock for which options or awards may be granted pursuant to each Plan is 100,000, as adjusted under the terms of the applicable Plan. If an option terminates or expires without having been fully exercised for any reason, or if any award or option is canceled or forfeited for any reason, the shares of the Common Stock for which the option was not exercised or that were canceled or forfeited pursuant to the award or option may again be the subject of any option or award granted under the Plans. Shares of Common Stock covered by an award option will be counted as used as of the award date or grant date, as applicable. Any shares of Common Stock that are subject to awards or options will be counted against the plan limit one (1) share of Common Stock for every one (1) share of Common Stock subject to an award or option. With respect to SARs, the number of shares of Common Stock subject to an award of SARs or phantom stock will be counted against the aggregate number of shares of Common Stock available for issuance under the Plans regardless of the number of shares of Common Stock actually issued to settle the SAR upon exercise. If any shares of Common Stock covered by an award or option granted under the Plans are not purchased or are forfeited or expire, or if an award or option otherwise terminates without delivery of any share of Common Stock subject thereto or is settled in cash in lieu of shares of Common Stock, then the number of shares of Common Stock counted against the aggregate number of shares of Common Stock available under the Plans with respect to such award or option will, to the extent of any such forfeiture, termination or expiration, again be available for granting awards or options under the Plans.

Stock Options. The terms and conditions of the options will be specified in an option document. Options granted under the Plans may be Non-Qualified Stock Options or Incentive Stock Options ("ISOs"), within the meaning of Section 422(b) of the Internal Revenue Code of 1986 (the "Code"), except that options granted to outside directors and any consultants or advisers providing services to our Company or an affiliate will in all cases be Non-Qualified Stock Options. The maximum number of shares of Common Stock for which options may be granted to any single optionee in any fiscal year under each Plan is 30,000, as adjusted under the terms of the applicable Plan. Options are granted pursuant to option documents approved by the committee. The exercise price of an option will be at least 100% of the fair market value of a share of Common Stock on the date of grant as determined by the committee. With respect to an ISO granted to an optionee that owns more than 10% of the total combined voting power of all classes of our stock or an affiliate, then the exercise price per share may not be less than 110% of the fair market value of a share of Common Stock on the date the option is granted. In no event will the aggregate fair market value of the shares of Common Stock with respect to an ISO is exercisable for the first time by the optionee during any calendar year exceed $100,000. Options granted under the Plans will have an option term specified in the option documents, which will not exceed (i) three years from the date of grant, or (ii) three years from the date of grant of an ISO if the optionee on the date of grant owns, directly or by attribution under Section 424(d) of the Code, shares of capital stock possessing more than ten percent (10%) of the total combined voting power of all classes of capital stock of our Company or of an affiliate. No option may be exercised unless six months, or such greater period of time as specified in the option documents have elapsed from the date of grant. No repricings are permitted under the Plans without the approval of our stockholders.

SARs. The terms and conditions of SARs will be specified in an award document. The grant price of the SAR will be at least the fair market value of a share of Common Stock on the date of grant. SARs may be grated in conjunction with all or part or an option or award. Each SAR will terminate upon the expiration of not more than 10 years from the date of grant.

Restricted Stock and Restricted Stock Unit Awards. The terms and conditions of restricted stock and restricted stock units will be specified in an award document. No cash or other compensation will be required to be paid by a grantee for a restricted stock unit award. Unless otherwise provided in an award document, holders of restricted stock will have the right to vote such shares of Common Stock and the right to receive any dividends declared or paid with respect to such shares of Common Stock. Holders of restricted stock units will have no rights as stockholders of our Company. Restricted stock units are settled in stock and the award documents may provide that the grantee may be entitled to cash dividends. The committee may grant an unrestricted stock award to any grantee pursuant to which such grantee may receive shares of Common Stock free of any restrictions.

Phantom Stock. The terms and conditions of phantom stock will be specified in an award document. No cash or other compensation will be required to be paid by a grantee for phantom stock. Phantom stock will be settled in cash equal to the fair market value of a share of Common Stock for each phantom stock and the aggregate amount of cash dividends paid with respect to a share of Common Stock during the period commencing on the date on which the share of phantom stock was granted and terminating on the date the phantom stock vests. Holders of phantom stock will have no rights as stockholders of our Company.

Dividend Equivalent Rights. The terms and conditions of dividend equivalent rights will be specified in the award document. A dividend equivalent right is an award entitling the grantee to receive credits based on cash distributions that would have been paid on the shares of Common Stock specified in the dividend equivalent right (or other award to which it relates) if such shares of Common Stock had been issued to and held by the grantee.

Performance-Based Awards. The committee may grant awards of restricted stock, restricted stock units, SARs, phantom stock or dividend equivalent rights which will include vesting requirements based specifically on the attainment of one or more performance targets (as defined in the applicable Plan) applicable to any such award. No grantee will receive a performance-based award for shares of Common Stock in excess of 5,000,000 shares of Common Stock under the applicable Plan. The committee will establish one or more performance targets for each performance period (as defined in the applicable Plan). In establishing any performance target under the Plans, the committee will establish an objective target based upon one or more of the following business criteria (which may be determined for these purposes by reference to (i) our Company as a whole, (ii) any of our subsidiaries, operating divisions, business segments or other operating units, or (iii) any combination thereof): earnings before interest, taxes, depreciation, and amortization; profit before taxes; stock price; market share; gross revenue; net revenue; pretax income; net operating income; cash flow; earnings per share; return on equity; return on invested capital or assets; cost reductions and savings; return on revenues or productivity; loss ratio; expense ratio; combined ratio; product spread; or any variations or combinations of the preceding business criteria, which may also be modified at the discretion of the committee, to take into account extraordinary items or which may be adjusted to reflect such costs or expense as the committee deems appropriate. The committee may grant performance shares which are contingent rights to receive shares of Common Stock, where the right to receive all or a portion of such shares is subject to the same rules regarding performance-based awards.

Transferability. No option or SAR may be transferred except by will or the laws of descent and distribution; provided that (i) a Non-Qualified Stock Option may be transferred pursuant to the terms of a qualified domestic relations order (as defined in the applicable Plan), or (ii) if authorized in the award document a grantee may transfer, not for value, all or part of a SAR to any family member. No restricted stock, restricted stock unit or phantom stock may be transferred, provided that if authorized in the grant agreement a grantee may transfer, not for value, all or part of a phantom stock to any family member.

Change of Control. In the event of a change of control (as defined by the applicable Plan), the committee may take whatever action with respect to options and awards outstanding as it deems necessary or desirable, including, without limitation, accelerating the expiration or termination date or the date of exercisability, or removing any restrictions from or imposing any additional restrictions on any outstanding awards or options.

Adjustments on Changes in Capitalization. The aggregate number of shares of Common Stock and class of shares of Common Stock as to which options and awards may be granted hereunder, the limitation as to grants to individuals, the number of shares of Common Stock covered by each outstanding option or award, and the option price for each related outstanding option, will be appropriately adjusted in the event of a stock dividend, stock split, recapitalization or other change in the number or class of issued and outstanding equity securities resulting from a subdivision or consolidation of the Common Stock and/or, if appropriate, other outstanding equity securities or a recapitalization or other capital adjustment affecting the Common Stock which is effected without receipt of consideration by us. The committee will have authority to determine the adjustments to be made; provided, however, that no adjustment will be made that will cause an ISO to lose its status as such without the consent of the optionee, except for adjustments made in the event of a change of control.

Parachute Limitations. Notwithstanding any other provision of the applicable Plan or any other agreement (as defined in the applicable Plan), and notwithstanding any benefit arrangement (as defined in the applicable Plan), if the grantee is a "disqualified individual," as defined in Section 280G(c) of the Code, any award held by that grantee and any right to receive any payment or other benefit under the applicable Plan will not become exercisable or vested to the extent that such payment or other benefit, taking into account all other payments or other benefits to or for the grantee under the applicable Plan, all other agreements, and all benefit arrangements, would cause any payment or benefit to the grantee under this Plan to be considered a "parachute payment" within the meaning of Section 280G(b)(2) of the Code as then in effect; provided that it is beneficial to the grantee (on an after-tax basis).

Plan Amendment or Termination. The Board may amend the Plan from time to time in such manner as it may deem advisable; provided, however that the Board may not: (i) change the class of individuals eligible to receive an ISO, (ii) increase the maximum number of shares of Common Stock as to which options or awards may be granted, or (iii) make any other change or amendment as to which stockholder approval is required under Rule 16b-3 promulgated under the Exchange Act (as defined in the applicable Plan), in each case without obtaining approval, within twelve months before or after such action, by (A) vote of a majority of the votes cast at a duly called meeting of the stockholders at which a quorum representing a majority of all of our outstanding voting stock is, either in person or by proxy, present and voting on the matter, or (B) a method and in a degree that would be treated as adequate under applicable state law for actions requiring stockholder approval, including, without limitation, by written consent of stockholders constituting a majority of the voting power of all shares of outstanding voting stock of our Company entitled to vote. No amendment to the Plans will adversely affect any outstanding option or award, however, without the consent of the optionee or grantee.

Term of the Plans. The 2012 Plan expired on December 1, 2014. No awards may be issued (i) after December 1, 2015 under the 2013 Plan, (ii) after March 11, 2016 under the 2014 Plan, and (iii) after March 11, 2017 under the 2015 Plan.

As of December 31, 2015, options to purchase 66,400 shares of Common Stock had been issued and are outstanding to employees and consultants under the 2012 Plan. All options under the 2012 Plan vest ratably over three years from date of issuance, December 27, 2012, and expire in five years from date of issuance. As of December 31, 2015, options to purchase 47,033 shares of Common Stock and 27,472 shares of Common Stock were outstanding to our employees and consultants, respectively under the 2013 Plan. As of December 31, 2015, options to purchase 39,300 shares of Common Stock and 50,448 shares of Common Stock were outstanding to our employees and consultants, respectively under the 2014 Plan. As of December 31, 2015, options to purchase 2,900 shares of Common Stock and 9,788 shares of Common Stock were outstanding to our employees and consultants, respectively under the 2015 Plan.

As of December 31, 2016, 3,320,000 stock options are issued and are outstanding to employees and consultants under the 2012 Plan. All options vest ratably over three years from date of issuance, December 27, 2012, and expire in five years from date of issuance. As of December 31, 2016, 2,248,330 stock options and 1,373,621 shares of Common Stock had been issued and are outstanding to employees and consultants of the Company under the 2013 Plan. The vesting range of options is from immediately upon issuance to three years from date of issuance, and expire in five years from date of issuance. As of December 31, 2016, 1,708,335 stock options and 2,522,383 shares of Common Stock had been issued and are outstanding to employees and consultants of the Company under the 2014 Plan. The vesting of options range is from immediately upon issuance to three years from the date of issuance, and expire in five years from the date of issuance. As of December 31, 2016, options to purchase 185,000 shares of Common Stock and 489,409 shares of Common Stock were issued and are outstanding to employees and consultants of the Company, respectively under the 2015 Plan.

The Company expects to implement a new omnibus incentive plan.

Outstanding Equity Awards at Fiscal Year-End

The following table provides information on outstanding equity awards as of December 31, 2016 to the named executive officers. Mr. Calise was not issued any equity awards during this period.

	Option Awards					Stock Awards			
Name	Number of securities underlying unexercised options exercisable	Number of securities underlying unexercised options unexercisable	Equity incentive plan awards: Number of securities underlying unexercised unearned options	Option exercise price	Option expiration date	Number of shares or units of stock that have not vested	Market value of shares of units that have not vested	Equity incentive plan awards: Number of unearned shares, units or other rights that have not vested	Equity incentive plan awards: Market or payout value of unearned shares, units or other rights that have not vested
Andy Kinard	6,000	-	-	$ 73.00	12/27/2017	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 65.50	6/28/2018	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 65.50	8/27/2018	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 59.50	9/26/2018	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 45.00	10/10/2018	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 78.00	11/14/2018	-	$ -	-	$ -
Andy Kinard	1,093	547(1)	-	$ 50.00	5/14/2019	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 50.50	4/17/2019	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 47.50	6/6/2021	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 27.00	8/21/2019	-	$ -	-	$ -
Andy Kinard	100	-	-	$ 26.50	10/21/2019	-	$ -	-	-
Andy Kinard	100	-	-	$ 26.50	12/17/2019	-	$ -	-	-
Andy Kinard	100	-	-	$ 15.50	3/29/2021	-	$ -	-	$ -
Ira Feintuch	12,000	-	-	$ 73.00	3/24/2018	-	$ -	-	$ -
Ira Feintuch	13,733	-	-	$ 73.00	3/24/2018	-	$ -	-	$ -
Ira Feintuch	2,800	1,400(2)	-	$ 50.00	3/24/2018	-	$ -	-	$ -
Michael D. Farkas	15,000	-	-	$ 80.50	12/27/2017	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 65.50	6/28/2018	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 61.00	8/27/2018	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 59.50	9/26/2018	-	$ -	-	$ -
Michael D. Farkas	200	-	-	$ 53.00	10/4/2018	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 45.00	10/10/2018	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 78.00	11/14/2018	-	$ -	-	$ -
Michael D. Farkas	4,200	-	-	$ 55.00	5/14/2019	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 50.50	4/17/2019	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 47.50	6/6/2021	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 27.00	8/21/2019	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 26.50	10/21/2019	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 16.50	12/17/2019	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 9.00	2/10/2021	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 7.50	2/12/2021	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 8.50	2/23/2021	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 16.50	3/29/2021	-	$ -	-	$ -
Michael D. Farkas	100	-	-	$ 18.50	3/31/2021	-	$ -	-	$ -

(1) Option is exercisable to the extent of 547 shares effective as of May 14, 2017.

(2) Option is exercisable to the extent of 1,400 shares effective as of each of May 14, 2017.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth, as of December 31, 2016, our securities authorized for issuance under any equity compensation plans approved by our stockholders as well as any equity compensation plans not approved by our stockholders.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	155,633	$ 57.00	$ 1
Equity compensation plans not approved by security holders	-	$ -	$ -
Total	155,633	$ 57.00	-

Pension Benefits and Nonqualified Deferred Compensation

We do not provide a pension plan for our employees, and none of our Named Executive Officers participated in a nonqualified deferred compensation plan in 2015.

401(k) Plan

We maintain a tax qualified retirement plan (the "401(k) plan"), that provide eligible employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees may participate in the 401(k) plan on the entry date coincident with or following the date they meet the 401(k) plan's age and service eligibility requirements. The entry date is either January 1 or July 1. In order to meet the age and service eligibility requirements, otherwise eligible employees must be age 21 or older and complete 3 consecutive months of employment. Participants are able to defer up to 100% of their eligible compensation subject to applicable annual Code limits. All participants' interest in their deferrals are 100% vested when contributed. Currently, the 401(k) plan does not provide for any matching contributions on employee deferrals.

Compensation of Directors

Mr. Farkas' employment agreement, as amended provides that for so long as Mr. Farkas serves as a member of our Board, Mr. Farkas' compensation for each meeting attended includes: (i) 100 options to purchase shares of our Common Stock at an exercise price equal to $0.01 above the closing price of our Common Stock on the date of the Board meeting; and (ii) a cash payment of $1,500 or, at our option, $3,000 worth of Common Stock based on the closing price of our Common Stock on the date of the Board meeting.

We entered into a director agreement (the "Shapiro Agreement") with Mr. Shapiro on April 28, 2014. The Shapiro Agreement has a term of three years, and Mr. Shapiro shall attend no fewer than four meetings per year. As compensation for his services, Mr. Shapiro shall receive: (i) annual compensation of $100,000; (ii) an option to purchase 8,000 shares of Common Stock, upon execution of the director agreement at an exercise price equal to $0.01 above the closing price on the date the Board approved of his appointment (the "Membership Option Award"); (iii) an option to purchase up to 100 shares of Common Stock for each Board meeting attended by Mr. Shapiro, at an exercise price equal to $0.01 above the closing price on the date of such a meeting; (iv) $1,500 for each Board meeting attended by Mr. Shapiro; and (v) $1,500 for each committee meeting of the Board, should Mr. Shapiro become Chairman of such committee. The Membership Option Award shall vest immediately and expire seven years from the date of issue; all other options issued pursuant to the director agreement shall have a one year vesting period and expire five years from the date of issue. Pursuant to the Shapiro Agreement, Mr. Shapiro is subject to a lock up provision, whereby he may not in any way dispose of the shares he acquires as a director for a period of six months "the Lock up Period." After the Lock up Period, Mr. Shapiro may transfer the shares without restriction, up to five percent (5%) of the total daily trading volume of our Common Stock.

On July 30, 2014, the Board appointed Donald Engel to the Board to fill a vacancy. It has been determined by us that Mr. Engel is an independent member of the Board pursuant to the required standards set forth in Rule 10A-3(b) of the Exchange Act. In connection with his appointment, we and Mr. Engel entered into a Director Agreement whereby we agreed to issue Mr. Engel an option to purchase 6,000 shares of Common Stock at an exercise price of $50.00 per share. Additionally, for each Board meeting that Mr. Engel attends he will receive compensation of: (i) an option to purchase 100 shares of Common Stock at an exercise price equal to $0.01 above the closing price on the day of such Board meeting; and (ii) at our option, either (a) $1,500 cash or (b) such number of shares of Common Stock that equal $3,000 as of the date of such Board meeting. Pursuant to the Director Agreement, Mr. Engel is subject to a lock up provision, whereby he may not in any way dispose of the shares he acquires as a director for the Lock up Period. After the Lock up Period, Mr. Engel may transfer the shares without restriction, up to five percent (5%) of the total daily trading volume of our Common Stock.

As of March 31, 2016, the board suspended its compensation plan of: (i) an option to purchase 100 shares of Common Stock at an exercise price equal to $0.01 above the closing price on the day of such Board meeting; and (ii) at our option, either (a) $1,500 cash or (b) such number of shares of Common Stock that equal $3,000 as of the date of such board meeting and is in the process of formulating a new compensation plan.

The following table provides information for 2016 regarding all compensation awarded to, earned by or paid to each person who served as a non-employee director for some portion or all of 2016 . Other than as set forth in the table, to date we have not paid any fees to or, except for reasonable expenses for attending Board and committee meetings, reimbursed any expenses of our directors, made any equity or non-equity awards to directors, or paid any other compensation to directors.

Name	Fees Earned or Paid in Cash	Stock Awards	Option Awards	All Other Compensation	Total
Andrew Shapiro	$ 125,000	$ 15,000	$ 3,251	$ 49,749(2)	$ 193,000
Donald Engel	-	3,000	930	55,171(3)	59,101
Kevin Evans (1)	-	-	-	-	-
Total	$ 125,000	$ 18,000	$ 4,181	$ 104,920	$ 252,101

(1) Mr. Kevin Evans was appointed to our Board on October 19, 2016 and was a member of our Audit Committee and our Nominating and Corporate Governance Committee. Mr. Evans resigned from the Board on December 8, 2016. To the knowledge of the Company's executives and board members, Mr. Evans resigned due to a failure to find common ground with the Executive Chairman.

(2) The Company accrued $22,241 and $27,508 of compensation expense related to the contractual obligation to issue options and shares of Common Stock which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

(3) The Company accrued $21,018 and $34,153 of compensation expense related to the contractual obligation to issue options and shares of Common Stock which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The following tables set forth certain information regarding our voting shares (and, in the case of Series b Preferred Shares, non-voting shares) beneficially owned as of June 26, 2017, for (i) each stockholder known to be the beneficial owner of 5% or more of our outstanding shares of Common Stock, (ii) each named executive officer and director, and (iii) all executive officers and directors as a group. A person is considered to beneficially own any shares: (i) over which such person, directly or indirectly, exercises sole or shared voting or investment power, or (ii) of which such person has the right to acquire beneficial ownership at any time within 60 days through an exercise of stock options or warrants. Unless otherwise indicated, voting and investment power relating to the shares shown in the tables for our directors and executive officers is exercised solely by the beneficial owner or shared by the owner and the owner's spouse or children.

For purposes of these tables, a person or group of persons is deemed to have "beneficial ownership" of any shares of Common Stock that such person has the right to acquire within 60 days of June 26, 2017. For purposes of computing the percentage of outstanding shares of our Common Stock held by each person or group of persons, any shares that such person or persons has the right to acquire within 60 days of June 26, 2017 is deemed to be outstanding, but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The inclusion herein of any shares listed as beneficially owned does not constitute an admission of beneficial ownership.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o Car Charging Group, Inc., 3284 West 29 Court, Hollywood, Florida, 33020.

Common Stock

	Shares of Common Stock Beneficially owned	
Name of Beneficial Owner	**Number**	**Percent [1]**
Nathan Low 600 Lexington Avenue, 23rd Floor New York, NY 10019	170,891(2)	10.20%
Platinum Partners 152 West 57th Street New York, NY 10019 (3)	212,685(4)	12.94%
Allston Limited Blake Building, Suite 302 Corner of Hutson & Eyre Street Belize City, Belize	149,143(5)	8.88%
Wolverine Flagship Fund Trading Limited Wolverine Asset Management, LLC 175 West Jackson Blvd Chicago, IL 60604	117,025(6)	6.7%
Justin Keener 3960 Howard Hughes Parkway Las Vegas, NV 89169	93,244(7)	5.41%
Named Executive Officers and Directors:		
Michael D. Farkas	3,923,771(8)	76.13%
Michael Calise	4,712(9)	*
Ira Feintuch	59,933(10)	3.61%
Andrew Shapiro	15,440(11)	*
Donald Engel	7,710(12)	*
Andy Kinard	11,396(13)	*
All directors and named executive officers as a group (6 persons)	4,022,962	77.20%

* Less than 1%

(1) Based on 1,630,696 shares of Common Stock issued and outstanding as of June 26, 2017. Shares of Common Stock form part of the Company's voting securities. This table does not include shares underlying any class of preferred stock.

(2) Pursuant to the records of the Company. Mr. Low has voting and investment control of the following shares: 67,374 shares of Common Stock held by Sunrise Securities Corp., which is 100% owned by Nathan Low; 35,000 shares of Common Stock held by NLBDIT Portfolio LLC, a trust held in the name of Nathan Low's children, of which he is a guardian; 24,000 shares of Common Stock held by the Sunrise Charitable Foundation of which Mr. Low has voting authority, 44,517 currently exercisable warrants, held by Sunrise Financial Group, which is 100% owned by Nathan Low, held by Nathan Low and in Mr. Low's Individual Retirement Account.

(3) Consists of shares beneficially owned by Platinum Partners Value Arbitrage Fund LP and Platinum Partners Liquid Opportunity Master Fund LP which are affiliated and vote their shares in tandem.

(4) Includes 200,304 shares of Common Stock and 12,381 warrants which are currently exercisable.

(5) Includes 100,000 shares of Common Stock and 49,143 Common Stock warrants which are currently exercisable. Mrs. Alexandra Palaghias (a Director of Allston) has voting and investment control of these shares.

(6) Pursuant to a Schedule 13G filed by Wolverine with the SEC on February 14, 2017. Includes 67,025 shares of Common Stock and 50,000 warrants to purchase Common Stock which are currently exercisable. Mr. John Ziegelman, the Portfolio Manager of Wolverine Asset Management, LLC, has voting and investment control of these shares.

(7) Pursuant to a Schedule 13G filed by Justin Keener with the SEC on May 2, 2017. Consists of 93,244 warrants to purchase shares of Common Stock which are currently exercisable.

(8) Mr. Farkas has voting and investment control of the following shares: 33,883 shares of Common Stock and 21,500 options owned by Mr. Farkas; 5,000 shares of Common Stock owned by each of Mr. Farkas' three minor children of which Mr. Farkas has voting authority and serves as custodian (a total of 15,000 shares); 80 shares owned by the Farkas Family Irrevocable Trust of which Mr. Farkas is a beneficiary and 7,200 shares of Common Stock owned by The Farkas Family Foundation of which Mr. Farkas has voting authority as trustee, convertible notes which are convertible into 15,699 shares of Common Stock, 201,250 shares of Common Stock owned by FGI, 3,000,000 warrant shares owned by FGI not subject to the Reverse Stock Split at a weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split), and 142,857 shares of Common Stock held by BLNK in which Mr. Farkas has a controlling interest and warrants to purchase 486,302 shares of Common Stock held by BLNK which are currently exercisable.

(9) Includes 4,612 shares of Common Stock and 100 options to purchase Common Stock on a one-for-one basis, which are currently exercisable.

(10) Includes 30,000 shares of Common Stock and 29,933 options to purchase Common Stock on a one-for-one basis, which are currently exercisable.

(11) Includes 5,340 shares of Common Stock and 10,100 options to purchase Common Stock on a one-for-one basis, which are currently exercisable.

(12) Includes 1,110 shares of Common Stock and 6,600 options which are currently exercisable.

(13) Includes 1,456 shares of Common Stock and 9,940 options which are currently exercisable.

Series A Preferred Shares

	Series A Preferred Shares **Beneficially owned**	
Name of Beneficial Owner	**Number**	**Percent** [(1)]
Michael D. Farkas	10,000,000[(2)]	90.91%
Michael Calise	—	—
Ira Feintuch	1,000,000[(3)]	9.09%
Andrew Shapiro	—	—
Donald Engel	—	—
Andy Kinard	—	—
All directors and named executive officers as a group (6 persons)	11,000,000	100%

* Less than 1%

(1) Based on 11,000,000 Series A Preferred Shares outstanding as of June 26, 2017

(2) On June 23, 2017, the Company and Mr. Farkas entered into a letter agreement with the Company whereby they agreed that, upon the Company's implementation of the Reverse Stock Split, a total of 25,000,000 shares of Common Stock issuable upon conversion of the Series A Preferred Shares prior to the signing of the letter agreement to Mr. Farkas will be reduced to 2,000,000 shares of Common Stock. The same letter agreement states that, upon the closing of this offering, the Series A Preferred Shares will actually convert into 2,000,000 shares of Common Stock for Mr. Farkas.

(3) On June 23, 2017, the Company and Mr. Feintuch entered into a letter agreement with the Company whereby they agreed that, upon the Company's implementation of the Reverse Stock Split, a total of 2,500,000 shares of Common Stock issuable upon conversion of the Series A Preferred Shares prior to the signing of the letter agreement to Mr. Feintuch will be reduced to 200,000 shares of Common Stock. The same letter agreement states that, upon the closing of this offering, the Series A Preferred Shares will actually convert into 200,000 shares of Common Stock for Mr. Farkas.

Series B Preferred Shares

Name of Beneficial Owner	Series B Preferred Shares Beneficially owned	
	Number	Percent
ECOtality Consolidated Qualified Creditor Trust 1850 N. Central Avenue Suite 1400 Phoenix, AZ 85004	8,250(1)	100%

(1) As of June 26, 2017, 91,666 shares of Common Stock are issuable to convert 8,250 Series B Preferred Shares. Upon the closing of this offering, 102,568 shares of Common Stock will be issued which is equal to $825,000 payable to the holders of Series B Preferred Shares to redeem the 8,250 shares divided by the assumed public offering price of $9.25, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split multiplied by a factor of 1.15.

Series C Preferred Shares

Name of Beneficial Owner	Series C Preferred Shares Beneficially owned	
	Number	Percent (1)
Horton Capital Partners, LLC 1717 Arch Street, Suite 3920, Philadelphia, PA 19103.	20,300(2)	9.57%
Michael D. Farkas	160,887(3)	75.83%
Michael Calise	—	—
Ira Feintuch	1,584(4)	*
Andrew Shapiro	—	—
Donald Engel	—	—
Andy Kinard	—	—
All directors and named executive officers as a group (6 persons)	162,471	76.58%

* Less than 1%

(1) Based on 212,167 Series C Preferred Shares (convertible, pursuant to the Series C Certificate of Designation, into 606,191 shares of Common Stock) as of June 26, 2017 Series C Preferred Shares (on an as-converted basis) form part of the Company's voting securities. If the offering is not completed, based on the Series C Certificate of Designation, the outstanding Series C Preferred Shares would be convertible into 606,191 shares of Common Stock.

(2) Pursuant to the records of the Company. Convertible into, as of June 26, 2017, 58,000 shares of Common Stock. Joe Manko, Jr., the Senior Principal of Horton Capital Partners, LLC, has voting and investment control of these shares.

Upon the closing of this offering, these 20,300 Series C Preferred Shares will convert into an aggregate of 2,500,271 shares of Common Stock.

(3) Includes 5,253 Series C Preferred Shares convertible into, as of June 26, 2017, 15,009 shares of Common Stock and 155,634 Series C Preferred Shares convertible into, as of June 26, 2017, 464,669 shares of Common Stock, held by BLNK in which Mr. Farkas has a controlling interest.

Upon the closing of this offering, these 160,887 Series C Preferred Shares will convert into an aggregate of 2,500,271 shares of Common Stock.

(4) Convertible into, as of June 26, 2017, 4,258 shares of Common Stock.

Upon the closing of this offering, these 1,584 Series C Preferred Shares will convert into an aggregate of 257,724 shares of Common Stock.

As of June 26, 2017, the Company received agreements signed by certain holders of outstanding Series C Preferred Shares, pursuant to which at the closing of this offering, 204,164 Series C Preferred Shares will convert into 3,172,824 shares of Common Stock, based on an assumed public offering price of $9.25, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on June 26, 2017, as adjusted to reflect the Reverse Stock Split.

Pursuant to drag-along rights under the Series C Amendment expected to be filed following the expected approval by the majority holder of the Series C Preferred Shares (an entity affiliated with Mr. Farkas), 8,003 Series C Preferred Shares will convert into 124,371 shares of Common Stock which is equal to 8,003 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price per share of $9.25, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

In addition to the compensation arrangements, including employment, termination of employment and change in control arrangements, discussed in the sections titled "Management" and "Executive Compensation" and the registration rights described in the section titled "Description of Capital Stock – Registration Rights," the following is a description of each transaction since January 1, 2016 and each currently proposed transaction in which:

- we have been or are to be a participant;
- the amount involved exceeded the lesser of $120,000 or one percent of the average of our total assets at year-end for the last two completed fiscal years; and
- any of our directors, executive officers or holders of more than 5% of our outstanding capital stock, or any immediate family member of, or person sharing the household with, any of these individuals or entities, had or will have a direct or indirect material interest.

Our Company's policy with regard to related party transactions is for the Board as a whole to approve any material transactions involving our directors, executive officers or holders of more than 5% of our outstanding capital stock

Private Placement Financings

Series C Preferred Shares Financing

In a series of transactions occurring between December 23, 2014 and June 30, 2016, we entered into securities purchase agreements (the "Series C Securities Purchase Agreements") with certain investors (the "Purchasers") for total gross proceeds to us of $8,297,120. Pursuant to the Series C Securities Purchase Agreements, we issued the following to the Purchasers: (i) 110,342 shares of our Series C Preferred Shares and (ii) warrants, exercisable for a period of five years from the original issue date, to purchase an aggregate of 315,264 shares of Common Stock for an exercise price of $52.50 per share.

In connection with the sale of our Series C Preferred Shares in December 2014, July 2015 and March 2016, we entered into registration rights agreements (the "Series C Registration Rights Agreements") with certain investors, pursuant to which we agreed to register all of the shares of Common Stock underlying the Series C Preferred Shares and warrants to purchase our Common Stock purchased pursuant to such transactions, on registration statements to be filed with the SEC, and to use best efforts to cause the such registration statements to be declared effective under the Securities Act within certain time periods after the date of such sales of Series C Preferred Shares (the "Effectiveness Deadlines"). The Company did not meet the Effectiveness Deadlines, and as a result has incurred an obligation under the Series C Registration Rights Agreements to pay certain investors penalties equal to $1,163,033 inclusive of accrued interest, which such penalties we have not yet satisfied. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of these registration rights penalties accrued through March 31, 2017. The Company is still assessing whether it needs to accrue any registration rights penalties going forward from April 1, 2017.

In connection with the sale of our Series C Preferred Shares in March 2016, we also agreed that if we failed to achieve certain milestones and if the holders of the Series C Preferred Shares request a redemption of their shares pursuant to the Series C Certificate of Designation and we choose not to honor such request, then, following our receipt of notice from at least 60% of the holders of the Series C Preferred Shares, we will use reasonable efforts to sell substantially all of our assets. In the event we do not complete the sale of substantially all of our assets within the required time period, Michael D. Farkas has agreed to vote all shares of our voting capital stock registered in his name or beneficially owned by him in accordance with the instructions of at least 60% of the holders of the Series C Preferred Shares.

The following table summarizes the Series C Preferred Shares purchased by related parties in connection with the transaction described in this section. The terms of these purchases were the same as those made available to unaffiliated purchasers. As described under "Security Ownership of Certain Beneficial Owners and Management," as of February 7, 2017, BLNK owns all of the Company's securities previously held by Eventide.

Investor	Shares of Series C Preferred Stock	Warrants to Purchase Common Stock	Aggregate Purchase Price	Percentage of Total Outstanding
Eventide Gilead Fund	50,000 (12/23/14)	142,857	$ 4,166,667	29.622%
Horton Capital Partners Fund LP	10,000 (12/23/14)	28,571	$ 833,333	2.962%
Eventide Gilead Fund	9,223 (7/24/15)	26,351	$ 830,000	5.464%
Eventide Gilead Fund	4,167 (10/16/15)	11,906	$ 250,000	2.469%
Eventide Gilead Fund	14,166 (10/27/15)	40,474	$ 850,000	8.392%
Eventide Gilead Fund	13,334 (3/11/16 - $650,040)			
Horton Capital Partners Fund LP	(3/30/16 - $150,000)	38,097	$ 800,040	7.899%
	1,666 (3/14/16)	4,763	$ 99,960	0.987%
Eventide Gilead Fund	7,786 (4/18/16 - $150,000)			
	(5/24/16 - $150,000)			
	(6/30/16 - $167,120)	22,244	$ 467,120	4.613%

On February 10, 2017 and February 14, 2017, we entered into two promissory notes with BLNK for the principal sums of $22,567.00 and $25,000.00, respectively, together with simple interest at the rate of ten percent (10%) per annum. The entire principal amount and accrued interest on both notes are past due and payable.

On June 15, 2017, we issued a sixty-day note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 10% annually and is payable at maturity.

Convertible Promissory Notes

On June 24, 2016, we issued a sixty-day convertible note in the principal amount of $105,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 500,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split). The principal and amount was to be repaid upon the date at which we had received payment under an existing grant with the Pennsylvania Turnpike. Subsequent to June 30, 2016, we received the grant and repaid the principal amount of $105,000 plus accrued interest.

On June 24, 2016, we issued a sixty-day convertible note in the principal amount of $95,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 475,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On July 27, 2016, we issued a sixty-day convertible note in the principal amount of $100,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 500,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On July 29, 2016, we issued a sixty-day convertible note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 250,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On July 29, 2016, we issued a sixty-day convertible note in the principal amount of $20,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 100,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On August 1, 2016, we issued a sixty-day convertible note in the principal amount of $30,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 150,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On August 15, 2016, we issued a sixty-day convertible note in the principal amount of $100,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 500,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On September 1, 2016, we issued a sixty-day convertible note in the principal amount of $15,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 75,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On September 9, 2016, we issued a sixty-day convertible note in the principal amount of $35,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 175,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On September 16, 2016, we issued a sixty-day convertible note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 250,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

If our Company enters into bankruptcy proceedings, all of the above convertible notes will not be subject to an automatic stay. In addition, these notes feature piggyback registration rights and give Mr. Farkas a first priority lien on and continuing security interest in all of our assets. With the exception of a June 24, 2016 convertible note for $105,000 which has been repaid, the convertible notes in favor of FGI discussed above have matured and are past due. These notes have a waiver of automatic stay . We have not satisfied this debt and are in negotiations with Mr. Farkas to extend the maturity dates of such notes. If we are unable to do so on favorable terms, or at all, Mr. Farkas could seek to enforce the notes against us, which could have an adverse effect on our business and reduce the market price of our Common Stock.

License Agreements

On March 29, 2012, we, as Licensee, entered into an exclusive patent license agreement with Mr. Farkas, and Balance Holdings, LLC (an entity controlled by Mr. Farkas) as Licensor, whereby we agreed to pay a royalty of 10% of the gross profits received by us from commercial sales and/or use of two provisional patent applications, one relating to an inductive charging parking bumper and one relating to a process which allows multiple EVs to plug into an EV charging station simultaneously and charge as the current becomes available.

On March 11, 2016, we and Balance Holdings, LLC entered into an agreement related to the March 29, 2012 patent license agreement. The parties acknowledged that we have paid a total of $8,525 in registration and legal fees for the U.S. Provisional Patent Application No. 61529016 (the "Patent Application") (related to the inductive charging parking bumper) to date. Effective March 11, 2016, the patent license agreement, solely with respect to the Patent Application and the parties' rights and obligations thereto, was terminated. Mr. Farkas agreed to be solely responsible for all future costs and fees associated with the prosecution of the patent application. In the event the Patent Application is successful, Mr. Farkas shall grant a credit to us in the amount of $8,525 to be applied against any outstanding amount(s) owed to him. If we do not have any outstanding payment obligations to Mr. Farkas at the time the Patent Application is approved, Mr. Farkas shall remit the $8,525 to us within twenty (20) days of the approval. The parties agreed to a mutual release of any claims associated with the patent license agreement. We have not paid nor incurred any royalties to date under the patent license agreement.

Other Transactions with Michael Farkas and Affiliates

On February 7, 2017, Eventide and BLNK completed a sales transaction. Eventide Fund sold all of the Company's securities that it owned (142,857 shares of Common Stock, 114,491 Series C Preferred Shares, warrants to purchase 524,604 shares of the Company's Common Stock, and all rights, claims, title, and interests in any securities of whatever kind or nature issued or issuable as a result of Eventide's ownership of the Company's securities) to BLNK for $1 million. The result of this transaction is that it is now possible for Mr. Farkas to arrange for a change in control of the Company via (1) his veto power over changes to the Company's charter (Mr. Farkas, via his control of BLNK, now controls over 60% of the Series C Preferred Shares outstanding. This 60% control allows Mr. Farkas, pursuant to the Series C Certificate of Designation, to veto any changes to the Company's charter); and (2) the ability to control, via the conversion of Preferred Shares into shares of Common Stock, and the exercise of warrants, over 50% of the Company's voting shares.

We paid commissions to a company owned by Mr. Farkas, such company is referred to as "FGI," totaling $0, $47,750 and $40,250 during the years ended December 31, 2016, 2015 and 2014 for business development related to installations of EV charging stations by us in accordance with the support services contract. These amounts are recorded as compensation on the consolidated statement of operations. These amounts were paid pursuant to a Fee/Commission Agreement entered into by the Company and FGI on November 17, 2009. The Fee/Commission Agreement calls for us to pay FGI $500 for the first charging station installed at a client introduced by FGI and $250 for each additional station. FGI also receives a quarterly commission payment equal to 5% of gross revenue generated by each car charging station installed as a result of FGI's efforts. At FGI's election, FGI may receive stock in lieu of a cash payment. FGI shall also receive stock options/warrants upon achievement of certain installation targets: (i) stock options/warrants to purchase 2,000 shares at $30.00 per share for 25 units; (ii) stock options/warrants to purchase 5,000 shares at $30.00 per share for 100 units; (iii) stock options/warrants to purchase 10,000 shares at $37.50 per share for 500 units; (iv) stock options/warrants to purchase 20,000 shares at $37.50 per share for 1,000 units; and (v) for each additional 250 units, stock options/warrants to purchase 5,000 shares at $50.00 per share for 1,001 units and above.

In addition, we paid $52,500 in fees to FGI from January 1 to June 30, 2016 as a result of financings entered into by the Company.

Effective June 15, 2017 we entered into the Third Amendment to Mr. Farkas' employment agreement. Prior to entering into the Original Farkas Employment Agreement, the Company and an entity controlled by Mr. Farkas entered into the Affiliate Agreements.

Upon the closing of this offering, Mr. Farkas will be paid: (i) $270,000 in cash for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017; and (ii) at least $645,000 (the value of the accrued commissions on hardware sales, accrued commissions on revenue from charging stations due pursuant to the Affiliate Agreements, and accrued monthly stock compensation) in units of the Company's Common Stock and warrants sold in this offering at a 20% discount to the price per unit of the units sold in this offering. Pursuant to the Third Amendment, we and Mr. Farkas agreed that not all amounts due pursuant to the Affiliate Agreements had been calculated as of June 15, 2017. Once calculated prior to the offering, the additional amount shall be paid in the form of units at a 20% discount to the price per unit of the units sold in this offering.

In addition, pursuant to the Third Amendment, Mr. Farkas is due to receive (regardless of the status of the offering) warrants in replacement of expired warrants he was due to receive under the terms of the Original Farkas Employment Agreement. These warrants will expire five years after their issuance date (all share amounts and exercise prices in this paragraph are on a pre-split basis): (a) warrants for 2,000 shares of our Common Stock at an exercise price of $9.50 per share; (b) warrants for 68,677 shares of our Common Stock at an exercise price of $21.50 per share; and (c) warrants for 44,000 shares of our Common Stock at an exercise price of $37.00 per share. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Affiliate Agreements. Mr. Farkas agreed that the Fee Agreement and the Consulting Agreement are suspended and no payments are due thereunder (other than the payments specified in the Third Amendment) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $30,000.

The Third Amendment resolves all claims Mr. Farkas had with regard to the Affiliate Agreements.

On July 28, 2016, the Company ("Sublandlord") entered into a sublease agreement with Balance Labs, Inc. ("Subtenant") (an entity controlled by Mr. Farkas) pursuant to which the Company agreed to sublease a portion of its Miami, Florida corporate headquarters to Subtenant. The term of the sublease agreement is from August 1, 2016 to September 29, 2018, subject to earlier termination upon written notice of termination by the landlord or Sublandlord. Throughout the term of the agreement, Subtenant shall pay to Sublandlord fixed base rent and operating expenses equal to 50% of Sublandlord's obligation under its primary lease agreement, resulting in monthly base rent payments ranging from approximately $7,500 to $8,000 per month, for a total of approximately $200,000 for the total term of the sublease agreement.

On August 3, 2016, we executed a consulting agreement with Ardour to serve as our financial advisor with respect to any private equity offerings, derivative equity offerings or debt offerings. As of June 26, 2017, Mr. Farkas owns less than 5% of Ardour. For acting as our placement agent, Ardour will receive a sales commission of 5% of the gross proceeds from any private equity offering and a five-year warrant to purchase 5% of the Common Stock from such private equity transaction with an exercise price struck at the valuation of the private equity transaction. Ardour will receive a sales commission of three percent of gross proceeds from a non-convertible debt related transaction whereby there is no equity component other than customary warrant coverage not in excess of 10% of the associated debt. Additionally, Joseph Gunnar & Co., LLC ("Gunnar") will receive a sales commission of 5% of the gross proceeds from any private equity offering and a five-year warrant to purchase 5% of the Common Stock from such private equity transaction with an exercise price struck at the valuation of the private equity transaction. As of June 26, 2017, JMJ had advanced $2,500,100 to the Company. In connection with these advances, we have paid $67,500 (and owe $57,505) to Ardour as sales commissions and we have paid $110,255 (and owe $14,750) to Gunnar as sales commissions. Upon the closing of this offering, Ardour is due to receive a warrant worth 10% of the ultimate amount of securities issued to JMJ.

In September 2016, we executed a consulting agreement with Balance Labs, Inc. ("Balance Labs"), an entity controlled by Mr. Farkas. Balance Labs will, among other services, work to establish strategic partnerships, identify customers, and identity hardware manufacturers. The consulting agreement calls for us pay a fee of 7% of any gross revenues realized by the Company as a result of Balance Labs' introductions. Balance Labs will receive a fee, to the extent permitted by applicable federal or state law, of 5% with regard to any mergers (payable in-kind) of the aggregate consideration of the merger, sales of the Company, or our assets. There is also compensation tied to hardware sales ($500 per unit) and any celebrity endorsements (18% of the compensation we pay) arranged by Balance Labs. Finally, if we execute an EV services agreement with a party introduced by Balance Labs and we retain ownership of the hardware, Balance Labs is entitled to 5% of the net revenues generated by the deployed hardware. We have not yet paid any commissions to Balance Labs pursuant to this contract.

Other Transactions

We entered into a Fee/Commission Agreement with our Chief Operating Officer, Ira Feintuch, on November 17, 2009 that is substantially similar to the Fee/Commission Agreement we entered into with FGI discussed above. The Fee/Commission Agreement calls for us to pay Mr. Feintuch $500 for the first charging station installed at a client introduced by Mr. Feintuch and $250 for each additional station. Mr. Feintuch also receives a quarterly commission payment equal to 5% of gross revenue generated by each car charging station installed as a result of Mr. Feintuch's efforts. Mr. Feintuch has made certain claims for historical unpaid unquantifiable compensation pursuant to his Fee/Commission Agreement with the Company. The Company's reasonable estimate of the aggregate liability for FGI and our Chief Operating Officer is $445,000 (estimated as $277,000 payable in cash and $168,000 payable in stock options) which was accrued and is included within accrued expenses on the consolidated balance sheet as of December 31, 2016.

On June 16, 2017, the Company entered into a Compensation Agreement with Mr. Feintuch. The Compensation Agreement clarifies the accrued compensation owed to Mr. Feintuch under the Fee/Commission Agreement. Upon signing the Compensation Agreement, Mr. Feintuch received (i) options for 350,000 shares of the Company's Common Stock at an exercise price of $0.60 per share; and (ii) options for 480,000 shares of the Company's Common Stock at an exercise price of $0.75 per share.

Pursuant to the Compensation Agreement, Mr. Feintuch is due to receive (regardless of the status of the offering) $142,250 for accrued commission on hardware sales and $31,969 for accrued commissions on revenue from charging stations. The aforementioned amounts of commissions on hardware sales and revenue from charging stations were calculated through March 31, 2017. The Company and Mr. Feintuch agreed that from April 1, 2017 through the closing of this offering, these commissions shall be calculated using the same formula (the "Additional Amounts"), and once approved by the Compensation Committee of the Board, will be paid to Mr. Feintuch.

The timing of the payments described above shall be as follows: The Company shall pay Mr. Feintuch (i) $130,664 in cash (75% of the value of the accrued commissions on hardware sales and accrued commission on revenues from charging stations as calculated through March 31, 2017 and (ii) an amount of cash equal to 75% of the Additional Amounts by the third (3 rd) business day following the closing of this offering. By the third (3rd) business day following the closing of this offering, the Company shall also issue to Mr. Feintuch (i) units of shares of Common Stock and warrants sold in the offering with a value of $43,555 (25% of the value of the accrued commissions on hardware sales and the accrued commission on revenue from charging stations, as calculated through March 31, 2017) at a 20% discount to the price per unit of the units sold in the offering; and (ii) an amount of units with a value of 25% of the Additional Amounts at a 20% discount to the price per unit of the units sold in the offering.

The Compensation Agreement resolves all claims Mr. Feintuch had with regard to the Fee/Commission Agreement .

Director Independence

Because our Common Stock is not currently listed on a national securities exchange, we have used the definition of "independence" of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an "independent director" is a person other than an officer or employee of the Company or any other individual having a relationship which, in the opinion of the Company's board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- the director is, or at any time during the past three years was, an employee of the company;
- the director or a family member of the director accepted any compensation from the company in excess of $120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- a family member of the director is, or at any time during the past three years was, an executive officer of the company;
- the director or a family member of the director is a partner in, controlling stockholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or $200,000, whichever is greater (subject to certain exclusions);
- the director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of the company served on the compensation committee of such other entity; or the director or a family member of the director is a current partner of the company's outside auditor, or at any time during the past three years was a partner or employee of the company's outside auditor, and who worked on the company's audit.

We have determined that Andrew Shapiro and Donald Engel are currently independent directors.

Disclosure of Commission Position on Indemnification of Securities Act Liabilities

Our directors and officers are indemnified as provided by the Nevada corporate law and our Bylaws. We have agreed to indemnify each of our directors and certain officers against certain liabilities, including liabilities under the Securities Act. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the provisions described above, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than our payment of expenses incurred or paid by our director, officer or controlling person in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

We have been advised that in the opinion of the SEC indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities is asserted by one of our directors, officers, or controlling persons in connection with the securities being registered, we will, unless in the opinion of our legal counsel the matter has been settled by controlling precedent, submit the question of whether such indemnification is against public policy to a court of appropriate jurisdiction. We will then be governed by the court's decision.

DESCRIPTION OF CAPITAL STOCK

General

The following is a summary of the rights of our Common Stock and preferred stock and certain provisions of our articles of incorporation and bylaws which will be in effect after the completion of this offering. This summary does not purport to be complete and is qualified in its entirety by the provisions of our articles of incorporation, bylaws and the Certificates of Designation (as defined below) of our preferred stock, copies of which are filed as exhibits to the registration statement of which this prospectus forms a part, and to the applicable provisions of Nevada law.

Immediately following the completion of this offering, our authorized capital stock will consist of 540,000,000 shares of capital stock, $0.001 par value per share, of which:

- 500,000,000 shares are designated as Common Stock ; and
- 40,000,000 shares are designated as preferred stock, of which 20,000,000 is designated as Series A Preferred Shares, 10,000 is designated as Series B Preferred Shares, 250,000 is designated as Series C Preferred Shares and 19,740,000 is undesignated preferred stock.

As of June 26, 2017, there were 1,630,696 shares of Common Stock issued and outstanding, held by approximately 210 stockholders of record, and 11,220,417 shares of preferred stock issued and outstanding, held by approximately 55 stockholders of record.

As of June 26, 2017, there were 11,000,000 Series A Preferred Shares issued and outstanding, 8,250 Series B Preferred Shares issued and outstanding and 212,167 Series C Preferred Shares issued and outstanding convertible into 27,500,000, 91,666, and 606,191 shares our Common Stock, respectively, based on the conversion ratio and price as set forth in the respective Certificates of Designations. All of the Series A, B and certain Series C Preferred Share holders have executed letter agreements pursuant to which the preferred stock would convert upon a different formula as described further below.

Common Stock

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of our Common Stock may, pursuant to Article VI of our bylaws, receive dividends out of funds legally available if our Board, in its discretion, determines to issue dividends and then only at the times and in the amounts that our Board may determine. We have not paid any dividends on our Common Stock and do not contemplate doing so in the foreseeable future.

Voting Rights

In accordance with Nevada Revised Statute ("NRS") Section 78.350, holders of our Common Stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders. We have not provided for cumulative voting for the election of directors in our Articles of Incorporation.

No Preemptive or Similar Rights

In accordance with NRS Section 78.267, our Common Stock is not entitled to preemptive rights and is not subject to conversion, redemption or sinking fund provisions.

Right to Receive Liquidation Distribution

In accordance with NRS Sections 78.565 to 78.620, if we become subject to a liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable among the holders of our Common Stock and our participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights and payment of liquidation preferences on any outstanding shares of preferred stock.

Fully Paid and Non-Assessable

In accordance with NRS Sections 78.195 and 78.211 and the assessment of our Board, all of the outstanding shares of our Common Stock are, and the shares of our Common Stock to be issued pursuant to this offering will be, fully paid and non-assessable.

Preferred Stock

We are authorized to issue 40,000,000 shares of preferred stock, $0.001 par value per share. Pursuant to our articles of incorporation, the Board is authorized to authorize and issue preferred stock and to fix the designations, preferences and rights of the preferred stock pursuant to a board resolution. Our Board may designate the rights, preferences, privileges and restrictions of the preferred stock, including dividend rights, conversion rights, voting rights, redemption rights, liquidation preference, sinking fund terms, and the number of shares constituting any series or the designation of any series. The issuance of preferred stock could have the effect of restricting dividends on our Common Stock , diluting the voting power of our Common Stock , impairing the liquidation rights of our Common Stock , or delaying, deterring, or preventing a change in control. Such issuance could have the effect of decreasing the market price of our Common Stock.

Series A Preferred Shares

The rights and preferences of the Series A Preferred Shares are as contained in the Series A Certificate of Designations, as amended (the "Series A Certificate of Designation"). The holders of Series A Preferred Shares shall not be entitled to receive dividends paid on the Common Stock. At any time on or after the date of issuance, the holder of any such Series A Preferred Shares may, at such holder's option, elect to convert all or any portion of the Series A Preferred Shares held by such person into a number of fully paid and non-assessable shares of Common Stock on a 2.5:1 basis. In the event of a liquidation, dissolution or winding up of the Company, the conversion rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Shares. In the event of such a redemption or liquidation, dissolution or winding up, the Company shall provide to each holder of Series A Preferred Shares notice of such redemption or liquidation, dissolution or winding up, which notice shall (i) be sent at least fifteen (15) days prior to the termination of the conversion rights (or, if the Company obtains lesser notice thereof, then as promptly as possible after the date that it has obtained notice thereof) and (ii) state the amount per share of Series A Preferred Shares that will be paid or distributed on such redemption or liquidation, dissolution or winding up, as the case may be. No holder of Series A Preferred Shares shall be entitled to conduct a conversion which would result in such shareholder beneficial owning more than 4.99% of the outstanding shares of Common Stock of the Company after such conversion. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and Rule 13d-3 thereunder. As long as shares of the Series C Preferred Shares are outstanding, each share of Series A Preferred Shares has one vote per share based on the number of shares of Common Stock into which such Series A Preferred Shares are convertible and does not have any liquidation preference rights. The holders of the Series A Preferred Shares are not entitled to receive dividends. The Series A Preferred Shares are convertible into Common Stock at a ratio of 2.5 to 1 per share. Under the terms of the Series A Certificate of Designation, the Reverse Stock Split will not result in a proportionate adjustment to the conversion ratio of the Series A Preferred Shares. On June 23, 2017, the Company and Messrs. Farkas and Feintuch (the only holders of the Series A Preferred Shares) entered into letter agreements with the Company whereby they agreed that, upon the Company's implementation of the Reverse Stock Split (regardless of whether the offering ever closes), a total of 27,500,000 shares of Common Stock issuable upon conversion of the Series A Preferred Shares to Mr. Farkas (25,000,000 shares) and Mr. Feintuch (2,500,000 shares) will be reduced to 2,200,000 shares of Common Stock (2,000,000 for Mr. Farkas and 200,000 for Mr. Feintuch). The same letter agreements state that, upon the closing of this offering, the Series A Preferred Shares will convert into 2,000,000 shares of Common Stock for Mr. Farkas and 200,000 shares of Common Stock for Mr. Feintuch.

As of June 26, 2017, there are 11,000,000 Series A Preferred Shares outstanding. As of June 26, 2017 there are 27,500,000 shares of Common Stock issuable upon conversion of such Series A Preferred Shares. There will be 2,200,000 shares of Common Stock issuable upon the implementation of the Reverse Stock Split with such shares automatically being issued at the closing of this offering pursuant to the letter agreements discussed in the previous paragraph.

Series B Preferred Shares

The rights and preferences of the Series B Preferred Shares are as contained in the Series B Certificate of Designation (together with the Series A Certificate of Designation and the Series C Certificate of Designation, the "Certificates of Designation"). The Series B Preferred Shares do not have voting rights with regard to our Company unless and until such shares are converted into Common Stock, in accordance with the Nevada Revised Statutes Section 78.350. The Series B Preferred Shares have liquidation preference rights on a pari passu basis with the Series C Preferred Shares. The holders of Series B Preferred Shares are not entitled to receive dividends. Under the Series B Certificate of Designation, for so long as any Series B Preferred Shares remain outstanding, we are restricted from paying cash dividends on any shares of our capital stock. The Series B Preferred Shares are convertible at the option of the holder into Common Stock at a ratio based on the average closing price per share of Common Stock over the 30-day period prior to each conversion date. In addition, the Series B Preferred Shares are convertible at the option of the holder upon certain events of default, including the failure to make payments under a tax sharing agreement entered into by and between us and certain parties, the enforcement of any rights granted in connection with an operating line of credit entered into with certain parties and a change of control transaction. The Series B Preferred Shares are redeemable at the option of the holder in three equal annual installments starting December 31, 2016, subject to certain earlier acceleration rights upon certain defaults by us, for $100 per share. The Series B Preferred Shares are also redeemable, in full or in part, at our option for $100 per share at any time and from time to time. On May 19, 2017, the Company entered into an agreement with the Trustees of the Series B Preferred Shares whereby the current $825,000 payable to the holders of Series B Preferred Shares to redeem such shares will be converted into a number of shares of Common Stock equal to the $825,000 divided by the offering price per share of Common Stock in this offering multiplied by a factor of 1.15. As of June 26, 2017, with an assumed public offering price of $9.25 per share, , as adjusted to reflect the Reverse Stock Split to be effected in connection with this offering, the Series B Preferred Shares would be converted into 102,568 shares of Common Stock. If this offering is not completed, pursuant to the Series B Certificate of Designation, 91,666 shares of Common Stock are issuable upon conversion of outstanding Series B Preferred Shares.

Series C Preferred Shares

The rights and preferences of the Series C Preferred Shares are as contained in the Series C Certificate of Designation. Each share of Series C Preferred Shares is entitled to one vote per share based on the number of shares of Common Stock into which such Series C Preferred Shares are convertible, provided that if a holder of Series C Preferred Shares would be deemed an affiliate of our Company based on the number of shares a holder of Series C Preferred Shares would be entitled to vote, then the number of shares such holder will be entitled to vote will remain less than 9.99% of the number of shares of our Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon the conversion of preferred stock held by the applicable holder. In addition, the affirmative vote of the holders of 60% of our Series C Preferred Shares will be required to amend the rights of the Series C Preferred Shares or amend the Series C Certificate of Designation or our articles of incorporation. The holders of the Series C Preferred Shares, exclusively and as a separate class, are entitled to elect one director.

Subject to the restriction on our ability to pay cash dividends contained in the Series B Certificate of Designation as described above, the holders of our Series C Preferred Shares are entitled to receive dividends at our sole discretion either in cash at a rate of 2% on the stated value of the shares of $100, compounded quarterly, or in the form of additional Series C Preferred Shares at a rate of 2.5% on the stated value of the shares of $100, compounded quarterly. Upon a liquidation, the Series C Preferred Shares are entitled to receive cash and any accrued or unpaid dividends. The Series C Preferred Shares has senior liquidation preference rights compared to the other classes of preferred shares and Common Stock, provided that the Series B Preferred Shares are entitled to receive distributions on a pari passu basis with the Series C Preferred Shares. The holders of the Series C Preferred Shares are entitled to convert their shares into shares of Common Stock at a conversion price of $35.00, which is subject to adjustment for stock dividends and stock splits, sales of equity securities for a price per share lower than the applicable conversion price, subsequent rights offerings, pro rata distributions and certain fundamental transactions, such as a change of control. If we are unable to convert such shares into our Common Stock, we are subject to partial liquidated damages penalties.

The holders of our Series C Preferred Shares are entitled to redeem their shares at the request of holders representing at least 60% of the outstanding Series C Preferred Shares. In addition, we are permitted to redeem the Series C Preferred Shares at a price per share equal to 120% of the stated value of $100, plus accrued but unpaid dividends.

As of June 26, 2017, the Company received agreements signed by certain holders of outstanding Series C Preferred Shares, pursuant to which at the closing of this offering, 204,164 Series C Preferred Shares will convert into 3,172,824 shares of Common Stock, based on an assumed public offering price of $9.25, as adjusted to reflect the Reverse Stock Split.

As of June 26, 2017, there are 212,167 Series C Preferred Shares outstanding. As of the same date, 606,191 shares are issuable to convert such shares. If the offering does close, (a) 3,172,824 shares of Common Stock will be issued to the holders of the Series C Preferred Shares upon conversion of 204,164 Series C Preferred Shares based on 204,164 Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price of $9.25 per share, as adjusted to reflect the Reverse Stock Split, (iii) multiplied by 80%; and (b) 124,371 shares will be issued pursuant to drag-along rights under the Series C Amendment expected to be filed following the expected approval by the majority holder of the Series C Preferred Shares (an entity affiliated with Mr. Farkas), based on 8,003 Series C Preferred Shares times 115 divided by the assumed public offering price of $9.25 per share, as adjusted to reflect the Reverse Stock Split, times 80%.

Registration Rights

In connection with the securities purchase agreements dated as of October 11, 2013 and December 9, 2013, we entered into a registration rights agreement with the certain purchasers, pursuant to which we agreed to register all of the shares and warrant shares on a Form S-1 registration statement to be filed with the SEC within 30 calendar days following the closing date of such transaction and to use best efforts to cause the registration statement to be declared effective under the Securities Act within 60 days following the closing date of such transaction.

In connection with the securities purchase agreements dated as of December 23, 2014, July 24, 2015, October 14, 2015, and March 11, 2016, we entered into a registration rights agreement the certain purchasers, pursuant to which we agreed to register all of the shares of Common Stock underlying the Series C Preferred Shares and warrant shares on a Form S-1 registration statement to be filed with the SEC and to use best efforts to cause the registration statement to be declared effective under the Securities Act within 180 days following the closing date of such transaction.

On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of registration rights penalties accrued through March 31, 2017. There are currently 110,342 Series C Preferred Shares that may still be entitled to rights with respect to the registration of the shares of Common Stock underlying such Series C Preferred Shares. As of today, 315,263 shares of Common Stock are issuable to the holders of these 110,342 Series C Preferred Shares and if the offering closes this amount will convert to 1,714,774 shares of Common Stock. The Company is still assessing whether it needs to accrue any registration rights penalties going forward from April 1, 2017.

Demand Registration Rights

The holders of certain shares of our Common Stock issuable upon the conversion of our preferred stock are entitled to certain demand registration rights. At any time beginning 180 days after the effective date of this offering, the holders of these shares then outstanding can request that we file a registration statement to register the offer and sale of their shares.

Piggyback Registration Rights

The holders of certain shares of our Common Stock issuable upon the conversion of our preferred stock are entitled to certain "piggyback" registration rights. If we propose to register the offer and sale of shares of our Common Stock under the Securities Act, all holders of these shares then outstanding can request that we include their shares in such registration, subject to certain limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to (i) a registration on Form S-8 relating solely to employee stock option, stock purchase or other benefit plans, or (ii) a registration on Form S-4 relating solely to a transaction covered by Rule 145 promulgated under the Securities Act, the holders of these shares are entitled to notice of the registration and have the right, subject to certain limitations, to include their shares in the registration.

S-3 Registration Rights

The holders of certain shares of our Common Stock are entitled to certain Form S-3 registration rights. The holders of these shares then outstanding can request that we register the offer and sale of their shares of our Common Stock on a registration statement on Form S-3 if we are eligible to file a registration statement on Form S-3. We are not currently eligible to file a registration statement on Form S-3.

Company Sale Right and Voting Covenant

Pursuant to our Series C Registration Rights Agreement dated March 11, 2016, we agreed that if we fail to achieve certain milestones, and the holders of the Series C Preferred Shares request redemption of their shares pursuant to the Series C Certificate of Designation and we choose not to honor such request, then following our receipt of notice from at least 60% of the holders of the Series C Preferred Shares, we will use reasonable efforts to sell substantially all of our Company's assets. In the event we do not complete the sale of substantially all of our Company's assets within the required time period, Michael D. Farkas has agreed to vote all shares of voting capital stock of our Company registered in his name or beneficially owned by him in accordance with the instructions of at least 60% of the holders of the Series C Preferred Shares.

Warrants

As of June 26, 2017, we have issued warrants to purchase 366,587 shares of Common Stock with a weighted average exercise price of $43.00 (excluding warrants to purchase 3,000,000 shares of Common Stock with a weighted average exercise price of $0.70 issued to FGI which are not subject to the Reverse Stock Split). Certain warrant holders have executed letter agreements whereby they have agreed to receive 411,638 shares of Common Stock in exchange for their 633,407 outstanding warrants at the closing of this offering based on the following: (i) 86,926 warrant shares to be exchanged on a one warrant share for one share of Common Stock basis; (ii) 486,032 warrant shares held by BLNK to be exchanged for 323,885 shares of Common Stock; and (iii) 59,199 warrant shares held by Horton Capital Partners, LLC to be exchanged for 827 shares of Common Stock based on receiving the value of the warrant shares in the form of shares of Common Stock at a 20% discount to the offering price. Certain of the warrants granted by us contain various adjustment mechanisms, including anti-dilution protection for issuances of securities at a price below $79.00, weighted average anti-dilution, restrictions on effectuating issuances of Common Stock or Common Stock equivalents containing variable settlement provisions, vesting provisions of varying duration.

JMJ Warrants

Pursuant to the terms of JMJ's warrants, the exercise price per share of Common Stock shall be the lesser of (i) 80% of the per share price of Common Stock in the offering, (ii) $0.70 per share (or $35 after giving effect to the Reverse Stock Split, (iii) 80% of the unit price offering price in the offering (if applicable), (iv) the exercise price of any warrants issued in the offering, or (v) the lowest conversion price, exercise price, or exchange price of any security issued by us that is outstanding on the issue date. JMJ may also exercise the warrant, in whole or in part, by means of a "cashless exercise." If on the termination date, any portion of the warrant amount remains unexercised, the termination date will be extended for two years. Until such time up to and including the date on which the Company closes on the offering, if the Company shall dispose of or issue any Common Stock at an effective price per share less than the exercise price, then in effect the exercise price shall be adjusted. As of June 26, 2017, eight (8) warrants to purchase a total of 71,432 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $2,500,100.

FGI Warrants

Pursuant to the terms of FGI's warrants, the exercise price per share of Common Stock is $0.70 (not subject to the Reverse Stock Split). The warrants may be exercised in full or in part (but not for a fractional share). FGI may also exercise the warrant, in whole or in part, by means of a "cashless exercise." We shall grant the holder piggyback registration rights for any shares of Common Stock issued pursuant to this warrant. In the case of any adjustment or readjustment in the shares of Common Stock issuable on the exercise of the warrants, we, at our expense, will promptly cause our Chief Financial Officer or other appropriate designee to compute such adjustment or readjustment in accordance with the terms of the warrants and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

Series C Holder Warrants

Pursuant to the terms of the Series C Shareholder's warrants, the exercise per share of Common Stock is $50.00. The warrants may be exercised in full or in part (but not for a fractional share). The holder may also exercise this Warrant, in whole or in part, by means of a "cashless exercise." The holder will not have the right to exercise any portion of the warrant if the holder (together with its affiliates) would beneficially own in excess of 9.99% of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the warrants If at any time following the effective date of the warrant, (a) the closing price of the Common Stock is equal to or greater than $131.25 for a period of ten (10) consecutive trading days, the Company shall have the right to require the Holder to exercise all or any portion of the warrant. If the Company elects to cause a forced exercise as described above, then it must simultaneously take the same action with respect to the other warrants.

Warrants to Be Issued in the Offering

The following summary of certain terms and provisions of the warrants offered hereby is not complete and is subject to, and qualified in its entirety by the provisions of the form of warrant, which is filed as an exhibit to the registration statement of which this prospectus is a part. Prospective investors should carefully review the terms and provisions set forth in the form of warrant.

Exercisability. The warrants are exercisable at any time after their original issuance and at any time up to the date that is five years after their original issuance. The warrants will be exercisable, at the option of each holder, in whole or in part by delivering to us a duly executed exercise notice and, at any time a registration statement registering the issuance of the shares of Common Stock underlying the warrants under the Securities Act is effective and available for the issuance of such shares, or an exemption from registration under the Securities Act is available for the issuance of such shares, by payment in full in immediately available funds for the number of shares of Common Stock purchased upon such exercise. If a registration statement registering the issuance of the shares of Common Stock underlying the warrants under the Securities Act is not effective or available and an exemption from registration under the Securities Act is not available for the issuance of such shares, the holder may, in its sole discretion, elect to exercise the warrant through a cashless exercise, in which case the holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the warrant. No fractional shares of Common Stock will be issued in connection with the exercise of a warrant. In lieu of fractional shares, we will pay the holder an amount in cash equal to the fractional amount multiplied by the exercise price.

Exercise Limitation. A holder will not have the right to exercise any portion of the warrant if the holder (together with its affiliates) would beneficially own in excess of 4.99% of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as

such percentage ownership is determined in accordance with the terms of the warrants. However, any holder may increase or decrease such percentage to any other percentage not in excess of 9.99% upon at least 61 days' prior notice from the holder to us.

Exercise Price. The exercise price per whole share of Common Stock purchasable upon exercise of the warrants is $_____ per share or 125% of public offering price of Common Stock. The exercise price is subject to appropriate adjustment in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting our Common Stock and also upon any distributions of assets, including cash, stock or other property to our stockholders.

Transferability. Subject to applicable laws, the warrants may be offered for sale, sold, transferred or assigned without our consent.

Exchange Listing. We intend to apply for the listing of the warrants offered in this offering on The NASDAQ Capital Market under the symbol "BLNKW". No assurance can be given that such listing will be approved or that a trading market will develop.

Fundamental Transactions. In the event of a fundamental transaction, as described in the warrants and generally including any reorganization, recapitalization or reclassification of our Common Stock, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of our outstanding Common Stock, or any person or group becoming the beneficial owner of 50% of the voting power represented by our outstanding Common Stock, the holders of the warrants will be entitled to receive upon exercise of the warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised the warrants immediately prior to such fundamental transaction.

Rights as a Stockholder. Except as otherwise provided in the warrants or by virtue of such holder's ownership of shares of our Common Stock , the holder of a warrant does not have the rights or privileges of a holder of our Common Stock, including any voting rights, until the holder exercises the warrant.

Options

As of June 26, 2017, we had outstanding options to purchase an aggregate of 148,034 shares of our Common Stock, with a weighted-average exercise price of approximately $58.00, under our equity compensation plans.

Transfer Agent

Our transfer agent is Worldwide Stock Transfer, LLC, One University Plaza, Suite 505 , Hackensack, NJ 07601.

Anti-Takeover Effects of Various Provisions of Nevada Law and Our Articles of Incorporation and Bylaws

Provisions of the Nevada Corporation Law and our articles of incorporation, as amended and bylaws could make it more difficult to acquire us by means of a tender offer, a proxy contest or otherwise, or to remove incumbent officers and directors. These provisions, summarized below, would be expected to discourage certain types of takeover practices and takeover bids our Board may consider inadequate and to encourage persons seeking to acquire control of us to first negotiate with us. We believe that the benefits of increased protection of our ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us will outweigh the disadvantages of discouraging takeover or acquisition proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

Blank Check Preferred

Our articles of incorporation permit our Board to issue preferred stock with voting, conversion and exchange rights that could negatively affect the voting power or other rights of our Common Stockholders . The issuance of our preferred stock could delay or prevent a change of control of our Company.

Board Vacancies to be Filled by Remaining Directors

Our bylaws provide that casual vacancies on the Board may be filled by the remaining directors then in office.

Removal of Directors by Stockholders

Our bylaws and the Nevada Corporation Law provide that directors may be removed with or without cause at any time by a vote of two-thirds of the stockholders entitled to vote thereon, at a special meeting of the stockholders called for that purpose.

Stockholder Action

Our bylaws provide that special meetings of the stockholders may be called by the Board or such person or persons authorized by the Board.

Amendments to our Articles of Incorporation and Bylaws

Under the Nevada Corporation Law, our articles of incorporation may not be amended by stockholder action alone. Amendments to our articles of incorporation require a board resolution approved by the majority of the outstanding capital stock entitled to vote. Our bylaws may only be amended by a majority vote of the stockholders at any annual meeting or special meeting called for that purpose. Subject to the right of stockholders as described in the immediately preceding sentence, the Board has the power to make, adopt, alter, amend and repeal, from time to time, our bylaws.

Nevada Anti-Takeover Statute

We may be subject to Nevada's Combination with Interested Stockholders Statute (Nevada Corporation Law Sections 78.411-78.444) which prohibits an "interested stockholder" from entering into a "combination" with the corporation, unless certain conditions are met. An "interested stockholder" is a person who, together with affiliates and associates, beneficially owns (or within the prior two years, did beneficially own) 10% or more of the corporation's capital stock entitled to vote.

Limitations on Liability and Indemnification of Officers and Directors

Nevada Corporation Law limits or eliminates the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors. Our bylaws include provisions that require the company to indemnify our directors or officers against monetary damages for actions taken as a director or officer of our company. We are also expressly authorized to carry directors' and officers' insurance to protect our directors, officers, employees and agents for certain liabilities. Our articles of incorporation do not contain any limiting language regarding director immunity from liability.

The limitation of liability and indemnification provisions under the Nevada Corporation Law and in our articles of incorporation and bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. However, these provisions do not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief such as injunction or rescission in the event of a breach of a director's fiduciary duties. Moreover, the provisions do not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Authorized but Unissued Shares

Our authorized but unissued shares of Common Stock and preferred stock will be available for future issuance without stockholder approval, except as may be required under the listing rules of any stock exchange on which our Common Stock is then listed. We may use additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of Common Stock and preferred stock could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

SHARES ELIGIBLE FOR FUTURE SALE

We cannot predict the effect, if any, future sales of shares of Common Stock , or the availability for future sale of shares of Common Stock, will have on the market price of shares of our Common Stock prevailing from time to time. Future sales of substantial amounts of our Common Stock in the public market or the perception that such sales might occur may adversely affect market prices prevailing from time to time. Furthermore, there may be sales of substantial amounts of our Common Stock in the public market after the existing legal and contractual restrictions lapse. This may adversely affect the prevailing market price and our ability to raise equity capital in the future. See "Risk Factors—Risks Associated with our Common Stock— Substantial Future Sales of Shares of Our Common Stock In The Public Market Could Cause Our Stock Price To Fall."

Based on the number of shares of Common Stock outstanding as of , 2017, after giving pro forma effect to the closing of this offering we will have shares of Common Stock outstanding, assuming (1) no exercise of the underwriters' option to purchase additional shares of Common Stock and/or warrants and (2) no exercise of outstanding options or warrants. Of those shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our "affiliates," as that term is defined in Rule 144, may only be sold in compliance with the limitations described below.

Lock-up Agreements

Our directors and executive officers and certain stockholders have agreed with the underwriters that for a period of 180 days after the date of this prospectus in the case of directors and executive officers, and 90 days after the date of this prospectus in the case of our principal stockholders, except with the prior written consent of the representatives and subject to specified exceptions, we or they will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock . Following the expiration of the lock-up agreements, shares will become eligible for sale subject to Rule 144 (assuming our listing application is approved by NASDAQ and register our Common Stock as a class pursuant to the Exchange Act).

Our directors and officers have executed Financing Lock up Agreements required of all executive offers and directors of our Company as per the most recent round of financing and described above. Upon the expiration of the Financing Lock up Agreements, pursuant to their employment agreements and director agreements, after the expiration of the Financing Lock up Agreements, our executive officers and directors, respectively, shall only have the right to sell, dispose of or otherwise transfer their beneficially owned securities in the amount of up to 5% of the total daily trading volume of our shares.

Rule 144

The Company is a former shell company. As a result, to enable investors to sell shares of our Common Stock pursuant to Rule 144 of the Securities Act, we need to be: (A) subject to the reporting requirements of section 13 or 15(d) of the Exchange Act; and (B) current in filing such reports. Although we are current in our filings, because we are not currently subject to the Exchange Act and make such filings voluntarily, investors are not currently able to utilize Rule 144.

We have applied to list our Common Stock and warrants on NASDAQ under the symbols "BLNK" and "BLNKW." If our listing application is approved, we will, prior to listing, register our Common Stock as a class pursuant to the Exchange Act and investors will be able to use Rule 144 to sell shares of our Common Stock.

In general, under Rule 144, as currently in effect, an affiliate who beneficially owns shares that were purchased from us, or any affiliate, at least six months previously, is entitled to sell, upon the expiration of the lock-up agreement described above, within any three-month period beginning 90 days (for our principal stockholders) and 180 days (for our directors and officers) from the date of this offering, a number of shares that does not exceed the greater of 1% of our then-outstanding shares of Common Stock, which equals approximately shares immediately after this offering, or the average reported weekly trading volume of our Common Stock on NASDAQ during the four calendar weeks preceding the filing of a notice of the sale on Form 144A.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions, notice requirements and the availability of current public information about us. The sale of these shares, or the perception that sales will be made, may adversely affect the price of our Common Stock after this offering because a great supply of shares would be, or would be perceived to be, available for sale in the public market.

Following this offering, a person who is not deemed to be or have been an affiliate of ours at the time of, or at any time during the three months preceding, a sale and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months, may sell such shares subject only to the availability of current public information about us.

Options and Warrants

As of June 26, 2017, we had outstanding stock options and warrants to purchase a total of 3,778,225 shares of our Common Stock consisting of: (i) 366,587 shares of Common Stock issuable upon exercise of outstanding warrants with a weighted average exercise price of $43.00; (ii) 411,638 shares of Common Stock issuable in exchange for warrants to purchase 633,407 shares of Common Stock pursuant to letter agreements executed by certain warrant holders; (iii) 3,000,000 warrant shares owned by FGI not subject to the Reverse Stock Split at a weighted average exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split); and (iv) 148,034 shares issuable upon exercise of outstanding options with a weighted average exercise price of $58.00, under our equity compensation plans. Of the total number of shares of our Common Stock issuable under the options, all are subject to contractual lock-up agreements, and will become eligible for sale subject to Rule 144 at the expiration of those agreements. Upon the exercise of outstanding warrants, such warrant shares will become eligible for sale subject to Rule 144.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material U.S. federal income tax considerations relating to the purchase, ownership and disposition of our Common Stock and warrants purchased in this offering but is for general information purposes only and does not purport to be a complete analysis of all the potential tax considerations relating thereto. This summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed Treasury regulations promulgated thereunder, administrative rulings and judicial decisions, all as of the date hereof. These authorities may be changed, possibly retroactively, so as to result in U.S. federal income and estate tax consequences different from those set forth below. There can be no assurance that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described herein, and we have not obtained, and do not intend to obtain, an opinion of counsel or ruling from the IRS with respect to the U.S. federal income tax considerations relating to the purchase, ownership or disposition of our Common Stock or warrants.

This summary does not address any alternative minimum tax considerations, any considerations regarding the tax on net investment income, or the tax considerations arising under the laws of any state, local or non-U.S. jurisdiction, or under any non-income tax laws, including U.S. federal gift and estate tax laws, except to the limited extent set forth below. In addition, this summary does not address tax considerations applicable to an investor's particular circumstances or to investors that may be subject to special tax rules, including, without limitation:

- banks, insurance companies or other financial institutions;
- tax-exempt organizations or governmental organizations;
- regulated investment companies and real estate investment trusts;
- controlled foreign corporations, passive foreign investment companies and corporations that accumulate earnings to avoid U.S. federal income tax;
- brokers or dealers in securities or currencies;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- persons that own, or are deemed to own, more than five percent of our capital stock (except to the extent specifically set forth below);
- tax-qualified retirement plans;
- certain former citizens or long-term residents of the United States;
- partnerships or entities or arrangements classified as partnerships for U.S. federal income tax purposes and other pass-through entities (and investors therein);
- persons who hold our Common Stock or warrants as a position in a hedging transaction, "straddle," "conversion transaction" or other risk reduction transaction or integrated investment;

- persons who hold or receive our Common Stock or warrants pursuant to the exercise of any employee stock option or otherwise as compensation;

- persons who do not hold our Common Stock or warrants as a capital asset within the meaning of Section 1221 of the Code; or

- persons deemed to sell our Common Stock or warrants under the constructive sale provisions of the Code.

In addition, if a partnership (or entity or arrangement classified as a partnership for U.S. federal income tax purposes) holds our Common Stock or warrants, the tax treatment of a partner generally will depend on the status of the partner and upon the activities of the partnership. Accordingly, partnerships that hold our Common Stock or warrants, and partners in such partnerships, should consult their tax advisors.

You are urged to consult your own tax advisors with respect to the application of the U.S. federal income tax laws to your particular situation, as well as any tax consequences of the purchase, ownership and disposition of our Common Stock and warrants arising under the U.S. federal estate or gift tax laws or under the laws of any state, local, non-U.S., or other taxing jurisdiction or under any applicable tax treaty.

Consequences to U.S. Holders

The following is a summary of the U.S. federal income tax consequences that will apply to a U.S. holder of our Common Stock or warrants. For purposes of this discussion, you are a U.S. holder if, for U.S. federal income tax purposes, you are a beneficial owner of our Common Stock or warrants, other than a partnership, that is:

- an individual citizen or resident of the United States;

- a corporation or other entity taxable as a corporation created or organized in the United States or under the laws of the United States, any State thereof or the District of Columbia;

- an estate whose income is subject to U.S. federal income tax regardless of its source; or

- a trust (x) whose administration is subject to the primary supervision of a U.S. court and which has one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code) who have the authority to control all substantial decisions of the trust or (y) which has made a valid election to be treated as a "United States person."

Distributions

As described in the section titled "Dividend Policy," we have never declared or paid cash dividends on our Common Stock and do not anticipate paying any dividends on our Common Stock in the foreseeable future. However, if we do make distributions on our Common Stock , those payments will constitute dividends for U.S. tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed both our current and our accumulated earnings and profits, the excess will constitute a return of capital and will first reduce your basis in our Common Stock, but not below zero, and then will be treated as gain from the sale of stock as described below under "—Sale, Exchange or Other Taxable Disposition of Common Stock. "

Dividend income may be taxed to an individual U.S. holder at rates applicable to long-term capital gains, provided that a minimum holding period and other limitations and requirements are satisfied. Any dividends that we pay to a U.S. holder that is a corporation will qualify for a deduction allowed to U.S. corporations in respect of dividends received from other U.S. corporations equal to a portion of any dividends received, subject to generally applicable limitations on that deduction. U.S. holders should consult their own tax advisors regarding the holding period and other requirements that must be satisfied in order to qualify for the reduced tax rate on dividends or the dividends-received deduction.

Constructive Distributions

The terms of the warrants allow for changes in the exercise price of the warrants under certain circumstances. A change in exercise price of a warrant that allows holders to receive more shares of Common Stock on exercise may increase a holder's proportionate interest in our earnings and profits or assets. In that case, such holder may be treated as though it received a taxable distribution in the form of our Common Stock . A taxable constructive stock distribution would generally result, for example, if the exercise price is adjusted to compensate holders for distributions of cash or property to our stockholders.

Not all changes in the exercise price that result in a holder's receiving more Common Stock on exercise, however, would be considered as increasing a holder's proportionate interest in our earnings and profits or assets. For instance, a change in exercise price could simply prevent the dilution of a holder's interest upon a stock split or other change in capital structure. Changes of this type, if made pursuant to bona fide reasonable adjustment formula, are not treated as constructive stock distributions for these purposes. Conversely, if an event occurs that dilutes a holder's interest and the exercise price is not adjusted, the resulting increase in the proportionate interests of our stockholders could be treated as a taxable stock distribution to our stockholders.

Any taxable constructive stock distributions resulting from a change to, or a failure to change, the exercise price of the warrants that is treated as a distribution of Common Stock would be treated for U.S federal income tax purposes in the same manner as distributions on our Common Stock paid in cash or other property, resulting in a taxable dividend to the recipient to the extent of our current or accumulated earnings and profits (with the recipient's tax basis in its Common Stock or warrants, as applicable, being increased by the amount of such dividend), and with any excess treated as a return of capital or as capital gain. U.S. holders should consult their own tax advisors regarding whether any taxable constructive stock dividend would be eligible for tax rates applicable to long-term capital gains or the dividends-received deduction described under "—Distributions," as the requisite applicable holding period requirements might not be considered to be satisfied.

Sale, Exchange or Other Taxable Disposition of Common Stock

A U.S. holder will generally recognize capital gain or loss on the sale, exchange or other taxable disposition of our Common Stock . The amount of gain or loss will equal the difference between the amount realized on the sale and such U.S. holder's tax basis in such Common Stock. The amount realized will include the amount of any cash and the fair market value of any other property received in exchange for such Common Stock. Gain or loss will be long-term capital gain or loss if the U.S. holder has held the Common Stoc k for more than one year. Long-term capital gains of non-corporate U.S. holders are generally taxed at preferential rates. The deductibility of capital losses is subject to certain limitations.

Sale, Exchange, Redemption, Lapse or Other Taxable Disposition of a Warrant

Upon a sale, exchange, redemption, lapse or other taxable disposition of a warrant, a U.S. holder generally will recognize capital gain or loss in an amount equal to the difference between the amount realized (if any) on the disposition and such U.S. holder's tax basis in the warrant. The amount realized will include the amount of any cash and the fair market value of any other property received in exchange for the warrant. The U.S. holder's tax basis in the warrant generally will equal the amount the holder paid for the warrant. Gain or loss will be long-term capital gain or loss if the U.S. holder has held the warrant for more than one year. Long-term capital gains of non-corporate U.S. holders are generally taxed at preferential rates. The deductibility of capital losses is subject to certain limitations.

Exercise of a Warrant

The exercise of a warrant for shares of Common Stock generally will not be a taxable event for the exercising U.S. holder, except with respect to cash, if any, received in lieu of a fractional share. A U.S. holder will have a tax basis in the shares of Common Stock received on exercise of a warrant equal to the sum of the U.S. holder's tax basis in the warrant surrendered, reduced by any portion of the basis allocable to a fractional share, plus the exercise price of the warrant. A U.S. holder generally will have a holding period in shares of Common Stock acquired on exercise of a warrant that commences on the date of exercise of the warrant.

Consequences to Non-U.S. Holders

The following is a summary of the U.S. federal income tax consequences that will apply to a non-U.S. holder of our Common Stock or warrants. A "non-U.S. holder" is a beneficial owner of our Common Stock or warrants (other than a partnership or an entity or arrangement treated as a partnership for U.S. federal income tax purposes) that, for U.S. federal income tax purposes, is not a U.S. holder.

Distributions

Subject to the discussion below regarding effectively connected income, any dividend, including any taxable constructive stock dividend resulting from certain adjustments, or failure to make adjustments, to the exercise price of a warrant (as described above under "Consequences to U.S. Holders—Constructive Distributions"), paid to a non-U.S. holder generally will be subject to U.S. withholding tax either at a rate of 30% of the gross amount of the dividend or such lower rate as may be specified by an applicable income tax treaty. In order to receive a reduced treaty rate, a non-U.S. holder must provide us with an IRS Form W-8BEN, IRS Form W-8BEN-E or other applicable IRS Form W-8 properly certifying qualification for the reduced rate. These forms must be updated periodically. A non-U.S. holder eligible for a reduced rate of U.S. withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. If a non-U.S. holder holds our Common Stock or warrants through a financial institution or other agent acting on the non-U.S. holder's behalf, the non-U.S. holder will be required to provide appropriate documentation to the agent, which then may be required to provide certification to us or our paying agent, either directly or through other intermediaries.

Dividends received by a non-U.S. holder that are effectively connected with its conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States) are generally exempt from such withholding tax if the non-U.S. holder satisfies certain certification and disclosure requirements. In order to obtain this exemption, the non-U.S. holder must provide us with an IRS Form W-8ECI or other applicable IRS Form W-8 properly certifying such exemption. Such effectively connected dividends, although not subject to withholding tax, are taxed at the same graduated U.S. federal income tax rates applicable to U.S. holders, net of certain deductions and credits. In addition, dividends received by a corporate non-U.S. holder that are effectively connected with its conduct of a U.S. trade or business may also be subject to a branch profits tax at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty. Non-U.S. holders should consult their own tax advisors regarding any applicable tax treaties that may provide for different rules.

Gain on Sale, Exchange or Other Taxable Disposition of Common Stock or Warrants

Subject to the discussion below regarding backup withholding and foreign accounts, a non-U.S. holder generally will not be required to pay U.S. federal income tax on any gain realized upon the sale, exchange or other taxable disposition of our Common Stock or a warrant unless:

- the gain is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, the gain is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States);

- the non-U.S. holder is a non-resident alien individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met; or

- shares of our Common Stock or our warrants, as applicable, constitute U.S. real property interests by reason of our status as a "United States real property holding corporation" (a USRPHC) for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding the non-U.S. holder's disposition of, or the non-U.S. holder's holding period for, our Common Stock or warrants, as applicable.

We believe that we are not currently and will not become a USRPHC for U.S. federal income tax purposes, and the remainder of this discussion so assumes. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property relative to the fair market value of our other business assets, there can be no assurance that we will not become a USRPHC in the future. Even if we become a USRPHC, however, if our Common Stock becomes regularly traded on an established securities market (as defined by applicable Treasury regulations), such Common Stock will be treated as U.S. real property interests only if the non-U.S. holder actually or constructively held more than five percent of such regularly traded Common Stock at any time during the shorter of the five-year period preceding the non-U.S. holder's disposition of, or the non-U.S. holder's holding period for, our Common Stock. In addition, provided that our Common Stock is regularly traded on an established securities market (as defined by applicable Treasury regulations), a warrant will not be treated as a U.S. real property interest with respect to a non-U.S. holder if such holder did not own, actually or constructively, warrants whose total fair market value on the date they were acquired (and on the date or dates any additional warrants were acquired) exceeded the fair market value on that date (and on the date or dates any additional warrants were acquired) of five percent of all our Common Stock.

If the non-U.S. holder is described in the first bullet above, it will be required to pay tax on the net gain derived from the sale, exchange or other taxable disposition under regular graduated U.S. federal income tax rates, and a corporate non-U.S. holder described in the first bullet above also may be subject to the branch profits tax at a rate of 30%, or such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet above will be required to pay a flat 30% tax (or such lower rate specified by an applicable income tax treaty) on the gain derived from the sale, exchange or other taxable disposition, which gain may be offset by U.S. source capital losses for the year (provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses). Non-U.S. holders should consult their own tax advisors regarding any applicable income tax or other treaties that may provide for different rules.

Federal Estate Tax

Common Stock or warrants beneficially owned by an individual who is not a citizen or resident of the United States (as defined for U.S. federal estate tax purposes) at the time of their death will generally be includable in the decedent's gross estate for U.S. federal estate tax purposes. Such shares, therefore, may be subject to U.S. federal estate tax, unless an applicable estate tax treaty provides otherwise.

Backup Withholding and Information Reporting

Generally, we must report annually to the IRS the amount of dividends paid to you, your name and address and the amount of tax withheld, if any. A similar report will be sent to you. Pursuant to applicable income tax treaties or other agreements, the IRS may make these reports available to tax authorities in your country of residence if you reside outside of the United States .

Payments of dividends on or of proceeds from the disposition of our Common Stock or warrants made to you may be subject to information reporting and backup withholding. Backup withholding may apply at a current rate of 28% unless you (i) provide the payor with a correct taxpayer identification number and comply with applicable certification requirements, or (ii) establish an exemption, for example, by properly certifying your non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E or other applicable IRS Form W-8. Notwithstanding the foregoing, backup withholding and information reporting may apply if either we or our paying agent has actual knowledge, or reason to know, that you are a U.S. person that is not an exempt recipient.

Backup withholding is not an additional tax; rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may generally be obtained from the IRS, provided that the required information is furnished to the IRS in a timely manner.

Foreign Account Tax Compliance

The Foreign Account Tax Compliance Act ("FATCA") generally imposes withholding tax at a rate of 30% on dividends on and gross proceeds from the sale or other disposition of our Common Stock or warrants paid to a "foreign financial institution" (as specially defined under these rules), unless such institution enters into an agreement with the U.S. government to, among other things, withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding the U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners) or otherwise establishes an exemption. FATCA also generally imposes a U.S. federal withholding tax of 30% on dividends on and gross proceeds from the sale or other disposition of our Common Stock or warrants paid to a "non-financial foreign entity" (as specially defined for purposes of these rules) unless such entity provides the withholding agent with a certification identifying certain substantial direct and indirect U.S. owners of the entity, certifies that there are none or otherwise establishes an exemption. The withholding provisions under FATCA generally apply to dividends paid by us, and under current transitional rules are expected to apply with respect to the gross proceeds from a sale or other disposition of our Common Stock or warrants on or after January 1, 2019. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Non-U.S. holders should consult their own tax advisors regarding the possible implications of this legislation on their investment in our Common Stock or warrants.

Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state and local and non-U.S. tax consequences of purchasing, owning and disposing of our Common Stock or warrants, including the consequences of any proposed changes in applicable laws.

UNDERWRITING

Joseph Gunnar & Co., LLC is acting as sole bookrunner and as representative of the underwriters (the "Representative"). Subject to the terms and conditions of an underwriting agreement between us and the Representative, we have agreed to sell to each underwriter named below, and each underwriter named below has severally agreed to purchase, at the public offering price less the underwriting discounts set forth on the cover page of this prospectus, the number of shares of Common Stock and warrants listed next to its name in the following table:

Name of Underwriter	Number of Shares	Number of Warrants
Joseph Gunnar & Co., LLC		
Total		

The underwriters are committed to purchase all the shares of Common Stock and warrants offered by this prospectus if they purchase any shares of Common Stock and warrants. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated. The underwriters are not obligated to purchase the shares of Common Stock and/or warrants covered by the underwriters' over-allotment option to purchase shares and/or warrants described below. The underwriters are offering the shares of Common Stock and warrants, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Over-Allotment Option

We have granted to the underwriters a 45-day option to purchase up to an aggregate of 324,324 additional shares of Common Stock and/or warrants to purchase shares of Common Stock equal to 15% of the number of shares of Common Stock and warrants sold in the offering, less underwriting discounts and commissions. The underwriters may exercise this option for 45 days from the date of this prospectus solely to cover sales of shares of Common Stock and/or warrants by the underwriters in excess of the total number of shares of Common Stock and/or warrants set forth in the table above. If any of these additional shares and/or warrants are purchased, the underwriters will offer the additional shares and/or warrants on the same terms as those on which the shares and warrants are being offered.

Discounts and Commissions

The underwriters propose initially to offer the shares of Common Stock and warrants to the public at the public offering price set forth on the cover page of this prospectus and to dealers at those prices less a concession not in excess of $ per share of Common Stock and warrant. If all of the shares of Common Stock and warrants offered by us are not sold at the public offering price, the underwriters may change the offering price and other selling terms by means of a supplement to this prospectus.

The following table shows the public offering price, underwriting discounts and commissions and proceeds before expenses to us. The information assumes either no exercise or full exercise of the over-allotment option to purchase shares and/or warrants we granted to the representatives of the underwriters .

	Per Combined Share and Warrant	Total Without Over-Allotment Option	Total With Full Over-Allotment Option
Public offering price	$	$	$
Underwriting discount	$	$	$
Non-accountable expense allowance	$	$	$
Proceeds, before expenses, to us	$	$	$

We have agreed to pay a non-accountable expense allowance to the representative of the underwriters equal to 1% of the gross proceeds received at the closing of this offering (excluding any proceeds received upon any subsequent exercise of the over-allotment option to purchase shares and/or warrants).

We have also agreed to pay the representative's expenses relating to the offering, including (a) all actual filing fees incurred in connection with the review of this offering by the Financial Industry Regulatory Authority ("FINRA"), and all fees and expenses relating to the listing of our shares of Common Stock and warrants on NASDAQ; (b) all fees, expenses and disbursements relating to background checks of our officers and directors in an amount not to exceed $15,000 in the aggregate; (c) all actual fees, expenses and disbursements relating to the registration or qualification of securities offered under state securities laws, or "blue sky" laws, or under the securities laws of foreign jurisdictions designated by the representative, including reasonable fees and disbursements of "blue sky" counsel; (d) all actual fees, expenses and disbursements relating to the registration, qualification or exemption of our shares of Common Stock and warrants under the securities laws of such foreign jurisdictions as the representative may reasonably designate; (e) the costs of all mailing and printing of the underwriting documents as the representative may reasonably deem necessary; (f) the costs and expenses of the public relations firm; (g) the costs of preparing, printing and delivering certificates representing the Common Stock; (h) fees and expenses of the transfer agent for the Common Stock; (i) stock transfer and/or stamp taxes, if any; (j) the costs associated with post-closing advertising the offering; (k) the costs associated with bound volumes of the public offering materials as well as commemorative mementos and lucite tombstones, not to exceed the sum of $3,000 and in such quantities as the representative may reasonably request; (l) the fees and expenses of the Company's accountants; (m) the fees and expenses of the Company's legal counsel and other agents and representatives; (n) the fees and expenses of the representative's legal counsel not to exceed $75,000, $25,000 of which has been paid in advance and will be returned to us to the extent that offering expenses are not actually incurred in compliance with FINRA Rule 5110(f)(2)(C); (o) $29,500 for the underwriters' use of Ipreo's book-building, prospectus tracking and compliance software for this offering; (p) up to $20,000 of the representative's actual accountable road show expenses for the offering and (q) the representatives' cost of mailing prospectuses to potential investors, provided, however, that the accountable expenses to be reimbursed are set forth in clauses (b), (k), (n) and (p) above and shall not exceed $142,500 in the aggregate.

The total estimated expenses of the offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding underwriting discounts, commissions and expenses, are approximately $_____and are payable by us.

Discretionary Accounts

The underwriters do not intend to confirm sales of the securities offered hereby to any accounts over which they have discretionary authority.

Lock-Up Agreements

Pursuant to "lock-up" agreements, we, our executive officers and directors, and certain of our stockholders, have agreed, without the prior written consent of the Representative not to directly or indirectly, offer to sell, sell, pledge or otherwise transfer or dispose of any of shares of (or enter into any transaction or device that is designed to, or could be expected to, result in the transfer or disposition by any person at any time in the future of) our Common Stock , enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of shares of our Common Stock , make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock or any other securities of the Company or publicly disclose the intention to do any of the foregoing, subject to customary exceptions, for a period of 180 days from the date of this prospectus, in the case of our directors and officers, and 90 days from the date of this prospectus, in the case of our principal stockholders.

Right of First Refusal

We have granted the representatives a right of first refusal, for a period of twelve months from the commencement of sales, to act as sole and exclusive investment banker, book-runner, financial advisor, underwriter and/or placement agent, at the Representative's sole and exclusive discretion, for each and every future public and private equity and debt offering, including all equity linked financings (each, a "Subject Transaction"), during such twelve (12) month period, of the Company, or any successor to or subsidiary of the Company, on terms and conditions customary to the Representative for such Subject Transactions.

Indemnification

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make for these liabilities.

OTC Pink **Current Information Marketplace and NASDAQ Capital Market**

Our Common Stock is presently quoted on the OTC Pink Current Information Marketplace under the symbol "CCGI". We intend to apply to have our Common Stock and warrants listed on The NASDAQ Capital Market under the symbols " BLNK " and " BLNKW ," respectively. No assurance can be given that our application will be approved. There is no established public trading market for the warrants. No assurance can be given that a trading market will develop for the warrants.

Price Stabilization, Short Positions and Penalty Bids

In order to facilitate the offering of our securities, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of our securities. In connection with the offering, the underwriters may purchase and sell our securities in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares of securities than they are required to purchase in the offering. "Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional shares of securities in the offering. The underwriters may close out any covered short position by either exercising the over-allotment option to purchase shares and/or warrants or purchasing shares of securities in the open market. In determining the source of shares of securities to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option to purchase shares and/or warrants . "Naked" short sales are sales in excess of the over-allotment option to purchase shares and/or warrants . The underwriters must close out any naked short position by purchasing securities in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our securities in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of securities made by the underwriters in the open market before the completion of the offering.

Similar to other purchase transactions, the underwriters' purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our securities or preventing or retarding a decline in the market price of our securities. As result, the price of our securities may be higher than the price that might otherwise exist in the open market.

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, they may also engage in other activities that stabilize, maintain or otherwise affect the price of our securities, including the imposition of penalty bids. This means that if the representative of the underwriters purchases securities in the open market in stabilizing transactions or to cover short sales, the representative can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them.

The underwriters make no representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our securities. In addition, neither we nor the underwriters make any representation that the underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Offer, Sale and Distribution of Shares

A prospectus in electronic format may be made available on the websites maintained by one or more underwriters or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares of securities to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters and selling group members that may make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' websites and any information contained in any other website maintained by the underwriters is not part of this prospectus or the registration statement of which this prospectus forms a part.

Other Relationships

From time to time, certain of the underwriters and their affiliates have provided, and may provide in the future, various advisory, investment and commercial banking and other services to us in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions. However, except as disclosed in this prospectus, we have no present arrangements with any of the underwriters for any further services.

In connection with the JMJ transaction in October 2016 , we entered into a placement agency agreement with the Representative pursuant to which we have paid the Representative a cash fee of $50,000 based on the $1,000,000 advanced by JMJ through November 28, 2016 . The cash fee is not included in the aggregate compensation attributed to the Representative for the offering.

Pricing of the Offering

The public offering price was determined by negotiations between us and the representative. Among the factors considered in determining the public offering price were our future prospects and those of our industry in general, our sales, earnings and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours. The estimated public offering price range set forth on the cover page of this prospectus is subject to change as a result of market conditions and other factors. Neither we nor the underwriters can assure investors that an active trading market for the shares will develop, or that after the offering the shares will trade in the public market at or above the public offering price.

Offer Restrictions Outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Australia

This prospectus is not a disclosure document under Chapter 6D of the Australian Corporations Act, has not been lodged with the Australian Securities and Investments Commission and does not purport to include the information required of a disclosure document under Chapter 6D of the Australian Corporations Act. Accordingly, (i) the offer of the securities under this prospectus is only made to persons to whom it is lawful to offer the securities without disclosure under Chapter 6D of the Australian Corporations Act under one or more exemptions set out in section 708 of the Australian Corporations Act, (ii) this prospectus is made available in Australia only to those persons as set forth in clause (i) above, and (iii) the offeree must be sent a notice stating in substance that by accepting this offer, the offeree represents that the offeree is such a person as set forth in clause (i) above, and, unless permitted under the Australian Corporations Act, agrees not to sell or offer for sale within Australia any of the securities sold to the offeree within 12 months after its transfer to the offeree under this prospectus.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor. Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

China

The information in this document does not constitute a public offer of the securities, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The securities may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors."

European Economic Area — Belgium, Germany, Luxembourg and Netherlands

The information in this document has been prepared on the basis that all offers of securities will be made pursuant to an exemption under the Directive 2003/71/EC ("Prospectus Directive"), as implemented in Member States of the European Economic Area (each, a "Relevant Member State"), from the requirement to produce a prospectus for offers of securities.

An offer to the public of securities has not been made, and may not be made, in a Relevant Member State except pursuant to one of the following exemptions under the Prospectus Directive as implemented in that Relevant Member State:

(a) to legal entities that are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity that has two or more of (i) an average of at least 250 employees during its last fiscal year; (ii) a total balance sheet of more than €43,000,000 (as shown on its last annual unconsolidated or consolidated financial statements) and (iii) an annual net turnover of more than €50,000,000 (as shown on its last annual unconsolidated or consolidated financial statements);

(c) to fewer than 100 natural or legal persons (other than qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive) subject to obtaining the prior consent of the Company or any underwriter for any such offer; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of securities shall result in a requirement for the publication by our Company of a prospectus pursuant to Article 3 of the Prospectus Directive.

France

This document is not being distributed in the context of a public offering of financial securities (offre au public de titres financiers) in France within the meaning of Article L.411-1 of the French Monetary and Financial Code (Code monétaire et financier) and Articles 211-1 et seq. of the General Regulation of the French Autorité des marchés financiers ("AMF"). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France.

This document and any other offering material relating to the securities have not been, and will not be, submitted to the AMF for approval in France and, accordingly, may not be distributed or caused to distributed, directly or indirectly, to the public in France.

Such offers, sales and distributions have been and shall only be made in France to (i) qualified investors (investisseurs qualifiés) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-1 to D.411-3, D. 744-1, D.754-1 and D.764-1 of the French Monetary and Financial Code and any implementing regulation and/or (ii) a restricted number of non-qualified investors (cercle restreint d'investisseurs) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-4, D.744-1, D.754-1 and D.764-1 of the French Monetary and Financial Code and any implementing regulation.

Pursuant to Article 211-3 of the General Regulation of the AMF, investors in France are informed that the securities cannot be distributed (directly or indirectly) to the public by the investors otherwise than in accordance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 to L.621-8-3 of the French Monetary and Financial Code.

Ireland

The information in this document does not constitute a prospectus under any Irish laws or regulations and this document has not been filed with or approved by any Irish regulatory authority as the information has not been prepared in the context of a public offering of securities in Ireland within the meaning of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 (the "Prospectus Regulations"). The securities have not been offered or sold, and will not be offered, sold or delivered directly or indirectly in Ireland by way of a public offering, except to (i) qualified investors as defined in Regulation 2(l) of the Prospectus Regulations and (ii) fewer than 100 natural or legal persons who are not qualified investors.

Israel

The securities offered by this prospectus have not been approved or disapproved by the Israeli Securities Authority (the ISA), nor have such securities been registered for sale in Israel. The shares may not be offered or sold, directly or indirectly, to the public in Israel, absent the publication of a prospectus. The ISA has not issued permits, approvals or licenses in connection with the offering or publishing the prospectus; nor has it authenticated the details included herein, confirmed their reliability or completeness, or rendered an opinion as to the quality of the securities being offered. Any resale in Israel, directly or indirectly, to the public of the securities offered by this prospectus is subject to restrictions on transferability and must be effected only in compliance with the Israeli securities laws and regulations.

Italy

The offering of the securities in the Republic of Italy has not been authorized by the Italian Securities and Exchange Commission (Commissione Nazionale per le Societ—$$—Aga e la Borsa, "CONSOB" pursuant to the Italian securities legislation and, accordingly, no offering material relating to the securities may be distributed in Italy and such securities may not be offered or sold in Italy in a public offer within the meaning of Article 1.1(t) of Legislative Decree No. 58 of 24 February 1998 ("Decree No. 58"), other than:

- to Italian qualified investors, as defined in Article 100 of Decree no. 58 by reference to Article 34-ter of CONSOB Regulation no. 11971 of 14 May 1999 ("Regulation no. 1197l") as amended ("Qualified Investors"); and

- in other circumstances that are exempt from the rules on public offer pursuant to Article 100 of Decree No. 58 and Article 34-ter of Regulation No. 11971 as amended.

Any offer, sale or delivery of the securities or distribution of any offer document relating to the securities in Italy (excluding placements where a Qualified Investor solicits an offer from the issuer) under the paragraphs above must be:

- made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993 (as amended), Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007 and any other applicable laws; and

  in compliance with all relevant Italian securities, tax and exchange controls and any other applicable laws.

Any subsequent distribution of the securities in Italy must be made in compliance with the public offer and prospectus requirement rules provided under Decree No. 58 and the Regulation No. 11971 as amended, unless an exception from those rules applies. Failure to comply with such rules may result in the sale of such securities being declared null and void and in the liability of the entity transferring the securities for any damages suffered by the investors.

Japan

The securities have not been and will not be registered under Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948), as amended (the "FIEL") pursuant to an exemption from the registration requirements applicable to a private placement of securities to Qualified Institutional Investors (as defined in and in accordance with Article 2, paragraph 3 of the FIEL and the regulations promulgated thereunder). Accordingly, the securities may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan other than Qualified Institutional Investors. Any Qualified Institutional Investor who acquires securities may not resell them to any person in Japan that is not a Qualified Institutional Investor, and acquisition by any such person of securities is conditional upon the execution of an agreement to that effect.

Portugal

This document is not being distributed in the context of a public offer of financial securities (oferta pública de valores mobiliários) in Portugal, within the meaning of Article 109 of the Portuguese Securities Code (Código dos Valores Mobiliários). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in Portugal. This document and any other offering material relating to the securities have not been, and will not be, submitted to the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) for approval in Portugal and, accordingly, may not be distributed or caused to distributed, directly or indirectly, to the public in Portugal, other than under circumstances that are deemed not to qualify as a public offer under the Portuguese Securities Code. Such offers, sales and distributions of securities in Portugal are limited to persons who are "qualified investors" (as defined in the Portuguese Securities Code). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Sweden

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Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange ("SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering material relating to the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority (FINMA).

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United Arab Emirates

Neither this document nor the securities have been approved, disapproved or passed on in any way by the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates, nor has the Company received authorization or licensing from the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates to market or sell the securities within the United Arab Emirates. This document does not constitute and may not be used for the purpose of an offer or invitation. No services relating to the securities, including the receipt of applications and/or the allotment or redemption of such shares, may be rendered within the United Arab Emirates by our Company.

No offer or invitation to subscribe for securities is valid or permitted in the Dubai International Financial Centre.

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ("FSMA")) has been published or is intended to be published in respect of the securities. This document is issued on a confidential basis to "qualified investors" (within the meaning of section 86(7) of FSMA) in the United Kingdom, and the securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA. This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received in connection with the issue or sale of the securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of FSMA does not apply to our Company.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for our Common Stock is Worldwide Stock Transfer, LLC, One University Plaza, Suite 505, Hackensack, New Jersey 07601.

LEGAL MATTERS

Lucosky Brookman LLP, Woodbridge, New Jersey, will pass upon the validity of the securities being offered by this prospectus. Ellenoff Grossman & Schole LLP, New York, New York is acting as counsel for the underwriters.

EXPERTS

The consolidated financial statements as of December 31, 2015 and 2016, and for each of the years in the two-year period ended December 31, 2016, have been included herein in reliance upon the report of Marcum LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information in the registration statement and the exhibits of the registration statement. For further information with respect to us and the securities being offered under this prospectus, we refer you to the registration statement, including the exhibits and schedules thereto.

You may read and copy the registration statement of which this prospectus is a part at the SEC's Public Reference Room, which is located at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of the registration statement by writing to the SEC and paying a fee for the copying cost. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the SEC's Public Reference Room. In addition, the SEC maintains an Internet web site, which is located at *www.sec.gov*, which contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. You may access the registration statement of which this prospectus is a part at the SEC's Internet web site. We are subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC.

CAR CHARGING GROUP, INC.

INDEX TO FINANCIAL STATEMENTS

After the effectiveness of the reverse stock described in the last paragraph of (Note 18) to the financial statements of Car Charging Group, Inc. and Subsidiaries, we expect to be in a position to render the following audit report.

/s/ Marcum LLP
June 30, 2017

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Car Charging Group, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheets of Car Charging Group, Inc. and Subsidiaries (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of operations, changes in stockholders' deficiency, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Car Charging Group, Inc. and Subsidiaries as of December 31, 2016 and 2015, and the consolidated results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 2, the Company has incurred net losses since inception and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are described in Note 2. The financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

Marcum LLP
New York, NY
April 14, 2017, except for Note 18, as to which the date is _____, 2017

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Balance Sheets

	December 31,	
	2016	**2015**
Assets		
Current Assets:		
Cash	$ 5,898	$ 189,231
Accounts receivable and other receivables, net	128,315	551,214
Inventory, net	394,825	744,150
Prepaid expenses and other current assets	84,631	429,798
Total Current Assets	613,669	1,914,393
Fixed assets, net	755,682	1,500,893
Intangible assets, net	116,482	126,797
Deferred public offering costs	335,475	-
Other assets	89,573	132,043
Total Assets	$ 1,910,881	$ 3,674,126
Liabilities and Stockholders' Deficiency		
Current Liabilities:		
Accounts payable	$ 3,500,267	$ 2,160,433
Accounts payable [1]	3,728,193	3,908,009
Accrued expenses	7,955,976	5,146,724
Accrued expenses [1]	5,969	5,969
Accrued public information fee	3,005,277	2,433,734
Derivative liabilities	1,583,103	1,350,881
Convertible notes payable, net of debt discount of $501,981 as of December 31, 2016	581,274	50,000
Convertible notes payable - related party	495,000	-
Notes payable - related party	-	20,000
Current portion of notes payable	342,781	351,954
Current portion of deferred revenue	600,700	924,123
Total Current Liabilities	21,798,540	16,351,827
Deferred revenue, net of current portion	99,495	109,180
Notes payable, net of current portion	-	4,815
Total Liabilities	21,898,035	16,465,822
Series B Convertible Preferred Stock, 10,000 shares designated, 8,250 and 8,250 shares issued and outstanding as of December 31, 2016 and 2015, respectively	825,000	825,000
Commitments and contingencies		
Stockholders' Deficiency:		
Preferred stock, $0.001 par value, 40,000,000 shares authorized;		
Series A Convertible Preferred Stock, 20,000,000 shares designated, 11,000,000 and 10,500,000 shares issued and outstanding as of December 31, 2016 and 2015, respectively	11,000	10,500
Series C Convertible Preferred Stock, 250,000 shares designated, 150,426 and 120,330 shares issued and outstanding at December 31, 2016 and 2015, respectively	150	120
Common Stock, $0.001 par value, 500,000,000 shares authorized, 1,609,530 and 1,592,415 shares issued and outstanding at December 31, 2016 and 2015, respectively	1,610	1,592
Additional paid-in capital	64,078,212	63,754,877
Accumulated deficit	(81,071,782)	(73,372,655)
Total Car Charging Group Inc. - Stockholders' Deficiency	(16,980,840)	(9,605,566)
Non-controlling interest [1]	(3,831,314)	(4,011,130)
Total Stockholder's Deficiency	(20,812,154)	(13,616,696)
Total Liabilities and Stockholders' Deficiency	$ 1,910,881	$ 3,674,126

[1] - Related to 350 Green, which became a variable interest entity of the Company on April 17, 2014.

The accompanying notes are an integral part of these consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Operations

	For The Years Ended December 31,	
	2016	**2015**
Revenues:		
Charging service revenue - company-owned charging stations	$ 1,144,016	$ 1,074,163
Product sales	1,126,939	805,143
Grant and rebate revenue	332,672	1,169,149
Warranty revenue	136,375	82,508
Network fees	244,509	179,254
Other	341,510	647,578
Total Revenues	3,326,021	3,957,795
Cost of Revenues:		
Cost of charging services - company-owned charging stations	189,498	184,312
Host provider fees	458,931	326,872
Cost of equipment sales	501,729	370,926
Network costs	511,438	460,770
Warranty and repairs and maintenance	346,477	671,474
Depreciation and amortization	805,607	847,384
Total Cost of Revenues	2,813,680	2,861,738
Gross Profit	512,341	1,096,057
Operating Expenses:		
Compensation	4,879,612	8,200,246
Other operating expenses	1,451,683	1,662,748
General and administrative expenses	1,393,954	2,552,857
Total Operating Expenses	7,725,249	12,415,851
Loss From Operations	(7,212,908)	(11,319,794)
Other (Expense) Income:		
Interest expense	(256,098)	(82,565)
Amortization of discount on convertible debt	(962,412)	(63,473)
Gain on settlement or forgiveness of accounts payable and accrued expenses	840,625	60,597
Gain on settlement of other trade liabilities	-	209,086
Change in fair value of warrant liabilities	727,239	3,262,637
Loss on disposal of fixed assets	(17,557)	-
Gain on sale of fixed assets, net	-	81,567
Investor warrant expense	(7,295)	(275,908)
Non-compliance penalty for delinquent regular SEC filings	(571,543)	(1,722,217)
Non-compliance penalty for SEC registration requirement	(239,178)	(228,750)
Release from obligation to U.S. Department of Energy	-	1,833,896
Total Other (Expense) Income	(486,219)	3,074,870
Net Loss	(7,699,127)	(8,244,924)
Less: Net income attributable to the noncontrolling interests	-	389,600
Net Loss Attributable to Car Charging Group, Inc.	(7,699,127)	(8,634,524)
Dividend attributable to Series C shareholders	(1,468,500)	(950,100)
Net Loss Attributable to Common Shareholders	$ (9,167,627)	$ (9,584,624)
Net Loss Per Share - Basic and Diluted	$ (5.72)	$ (6.06)
Weighted Average Number of Shares of Common Stock Outstanding - Basic and Diluted	1,603,139	1,580,584

The accompanying notes are an integral part of these consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Changes in Stockholders' Deficiency
For the Years Ended December 31, 2016 and 2015

	Convertible Preferred-A		Convertible Preferred-C		Common Stock		Additional Paid-In	Accumulated	Stock Subscription Proceeds Held In	Non Controlling Interest	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Escrow	Deficit	Deficiency
Balance - December 31, 2014	10,000,000	$ 10,000	60,250	$ 60	1,555,022	$ 1,555	$58,269,376	$ (64,738,131)	$ (4,000,000)	$(4,400,730)	$ (14,857,070)
Sale of Series C convertible preferred stock, net of issuance costs [1]	-	-	27,556	27	-	-	1,496,937	-	-	-	1,496,964
Release of funds from escrow in connection with sale of Series C convertible preferred stock	-	-	-	-	-	-	-	-	3,000,000	-	3,000,000
Return of escrowed funds to investor in connection with Series C convertible preferred stock	-	-	-	-	-	-	(1,000,000)	-	1,000,000		-
Stock-based compensation	-	-	-	-	-	-	1,631,709	-	-	-	1,631,709
Series C convertible preferred stock issued in settlement of accrued registration rights penalty and related interest	-	-	20,697	21	-	-	2,069,679	-	-	-	2,069,700
Common Stock issued as compensation for services	-	-	-	-	37,293	37	742,563	-	-	-	742,600
Series C convertible preferred stock issued as compensation	-	-	5,050	5	-	-	465,031	-	-	-	465,036
Series A convertible preferred stock issued as compensation											

	500,000	500	-	-	-	-	499,500	-	-	-	500,000
Series C convertible preferred stock dividends:											
Accrual of dividends earned	-	-	-	-	-	-	(950,100)	-	-	-	(950,100)
Payment of dividends in kind	-	-	6,777	7	-	-	677,693	-	-	-	677,700
Option and warrant modification expense	-	-	-	-	-	-	133,092	-	-	-	133,092
Warrants reclassified to derivative liabilities	-	-	-	-	-	-	(281,403)	-	-	-	(281,403)
Net (loss) income	-	-	-	-	-	-	-	$ (8,634,524)	-	389,600	(8,244,924)
Balance - December 31, 2015	10,500,000	$ 10,500	120,330	$ 120	1,592,415	$ 1,592	$63,754,877	$ (73,372,655)	$ -	$(4,011,130)	$ (13,616,696)
Sale of Series C convertible preferred stock, net of issuance costs [2]	-	-	22,786	22	-	-	976,849	-	-	-	976,871
Stock-based compensation	-	-	-	-	3,883	4	381,435	-	-	-	381,439
Common Stock issued as compensation for services previously accrued	-	-	-	-	18,078	18	(18)	-	-	-	-
Return and retirement of Common Stock in connection with settlement	-	-	-	-	(4,846)	(5)	(44,995)	-	-	-	(45,000)
Convertible preferred stock issued as compensation to the Chief Operating Officer	500,000	500	750	1	-	-	(501)	-	-	-	-
Series C convertible preferred stock issued as compensation to the Executive Chairman	-	-	444	1	-	-	39,963	-	-	-	39,964
Series C convertible											

preferred stock dividends:											
Accrual of dividends earned	-	-	-	-	-	-	(1,468,500)	-	-	-	(1,468,500)
Payment of dividends in kind	-	-	6,116	6	-	-	611,594	-	-	-	611,600
Warrant modification expense	-	-	-	-	-	-	7,295	-	-	-	7,295
Assumption of liability of 350 Green by Car Charging Group, Inc.	-	-	-	-	-	-	(179,816)	-	-	179,816	-
Net loss	-	-	-	-	-	-	-	$ (7,699,127)	-	-	(7,699,127)
Balance - December 31, 2016	11,000,000	$ 11,000	150,426	$ 150	1,609,530	$ 1,610	$64,078,182	$ (81,071,782)	$ -	$(3,831,314)	$ (20,812,154)

[1] Includes gross proceeds of $1,930,000, issuance costs of $264,720 and warrants with an issuance date fair value of $168,316 recorded as a derivative liability.

[2] Includes gross proceeds of $1,367,120, less issuance costs of $211,835 ($150,383 of cash and $61,452 non-cash) and warrants with an issuance date fair value of $178,414 recorded as a derivative liability.

The accompanying notes are an integral part of these consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Cash Flows

	For The Years Ended December 31,	
	2016	**2015**
Cash Flows From Operating Activities		
Net loss	$ (7,699,127)	$ (8,244,924)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	861,831	935,355
Accretion of interest expense	63,773	-
Amortization of discount on convertible debt	962,412	63,473
Change in fair value of warrant liabilities	(727,239)	(3,262,637)
Release from obligation to U.S. Department of Energy	-	(1,833,896)
Provision for bad debt	98,650	19,421
Loss on disposal of fixed assets	17,557	-
Gain on sale of fixed assets, net	-	(81,567)
Gain on settlement or forgiveness of accounts payable and accrued expenses	(840,625)	(60,597)
Gain on settlement of other trade liabilities	-	(209,086)
Non-compliance penalty for delinquent regular SEC filings	571,543	1,722,217
Non-compliance penalty for SEC registration requirement	239,178	228,750
Non-cash compensation:		
Convertible preferred stock	131,967	1,158,033
Common Stock	248,545	1,294,132
Options	396,124	1,324,803
Warrants	7,821	288,862
Changes in operating assets and liabilities:		
Accounts receivable and other receivables	324,249	(285,926)
Inventory	289,616	288,518
Prepaid expenses and other current assets	397,667	(338,821)
Other assets	42,470	472,980
Accounts payable and accrued expenses	2,181,363	798,118
Deferred rent	-	(6,564)
Deferred revenue	(316,798)	(207,881)
Total Adjustments	4,950,104	2,307,687
Net Cash Used in Operating Activities	(2,749,023)	(5,937,237)
Cash Flows From Investing Activities		
Purchase of fixed assets	(80,463)	-
Proceeds from sale of fixed assets	-	108,701
Investment in estate of Ecotality net of amount owed to Ecotality Estate Creditor's Committee	-	(210,965)
Net Cash Used In Investing Activities	(80,463)	(102,264)
Cash Flows From Financing Activities		
Proceeds from sale of shares of Series C Convertible		
Preferred stock and warrants	1,367,120	4,930,000
Payment of Series C Convertible Preferred Stock issuance costs	(52,500)	-
Payments of future public offering costs	(53,640)	-
Payment of debt issuance costs	(87,405)	-
Bank overdrafts, net	11,566	-
Proceeds from issuance of a convertible note payable	1,000,000	-
Proceeds from issuance of convertible notes payable to a related party	600,000	-
Repayment of notes and convertible notes payable	(138,988)	(328,330)
Net Cash Provided by Financing Activities	2,646,153	4,601,670
Net Decrease In Cash	(183,333)	(1,437,831)
Cash - Beginning of Year	189,231	1,627,062
Cash - Ending of Year	$ 5,898	$ 189,231

The accompanying notes are an integral part of these consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Cash Flows - Continued

	For The Years Ended December 31,	
	2016	**2015**
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the years for:		
Interest expense	$ 2,414	$ 34,414
Non-cash investing and financing activities:		
Return and retirement of Common Stock in connection with settlement	$ 45,000	$ -
Issuance of Common Stock for services previously accrued	$ 26,982	$ 94,999
Issuance of Series C Convertible Preferred Stock in settlement of accrued registration rights penalty and related interest	$ -	$ 2,069,700
Accrual of contractual dividends on Series C Convertible Preferred Stock	$ 1,468,500	$ 950,100
Issuance of Series C Convertible Preferred Stock in satisfaction of contractual dividends	$ (611,600)	$ (677,700)
Warrants issued in connection with extension of convertible note payable	$ -	$ 42,242
Warrants reclassified to derivative liabilities	$ -	$ 281,403
Issuance of Series B Convertible Preferred Stock to the Creditors of ECOtality	$ -	$ 825,000
Accrual of issuance costs on Series C Convertible Preferred Stock	$ 159,335	$ -
Transfer of inventory to fixed assets	$ 59,709	$ -
Warrants issued as debt discount in connection with issuances of notes payable - related party	$ 204,465	$ -
Warrants issued in connection with sale of Series C convertible preferred stock	$ 178,414	$ -
Warrants issued as debt discount in connection with issuances of notes payable	$ 285,468	$ -
Accrual of deferred public offering costs	$ 281,835	$ -

The accompanying notes are an integral part of these consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

1. BUSINESS ORGANIZATION AND NATURE OF OPERATIONS

Car Charging Group, Inc. ("CCGI") was incorporated on October 3, 2006 under the laws of the State of Nevada as New Image Concepts, Inc. On December 7, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

CCGI, through its wholly-owned subsidiaries (collectively, the "Company" or "Car Charging"), acquires and installs electric vehicle ("EV") charging stations and shares servicing fees received from customers that use the charging stations with the property owner(s), on a property by property basis. In addition, the Company sells hardware and enters into individual arrangements for this purpose with various property owners, which may include municipalities, garage operators, hospitals, multi-family properties, shopping malls and facility owner/operators.

2. GOING CONCERN AND MANAGEMENT'S PLANS

As of December 31, 2016 , the Company had a cash balance, a working capital deficiency and an accumulated deficit of $5,898, $21,184,871 and $81,071,782 , respectively. During the years ended December 31, 2016 and 2015 , the Company incurred net losses of $7,699,127 and $8,244,924, respectively. These conditions raise substantial doubt about the Company's ability to continue as a going concern within a year after the issuance date of this filing.

Since inception, the Company's operations have primarily been funded through proceeds received in equity and debt financings. Although management believes that the Company has access to capital resources, there are currently no commitments in place for new financing at this time, except as described below, and there is no assurance that the Company will be able to obtain funds on commercially acceptable terms, if at all. There is also no assurance that the amount of funds the Company might raise will enable the Company to complete its development initiatives or attain profitable operations. If the Company is unable to obtain additional financing on a timely basis, it may have to curtail its development, marketing and promotional activities, which would have a material adverse effect on the Company's business, financial condition and results of operations, and ultimately the Company could be forced to discontinue its operations and liquidate.

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplate continuation of the Company as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The consolidated financial statements do not include any adjustment that might become necessary should the Company be unable to continue as a going concern.

Subsequent to December 31, 2016, the Company received an aggregate of $1,252,667 associated with the issuances of convertible and non-convertible notes payable. In addition, pursuant to a convertible note, an additional $1,294,900 of funding could be released to the Company upon the completion of certain contractually defined milestones. See Note 11 – Notes Payable – Convertible Notes and Other, Note 18 – Subsequent Events – Convertible Note and Note 18 – Subsequent Events - Non-Convertible Notes – Related Party for additional details. There can be no assurance that the Company will be successful in attaining the defined milestones. The Company is currently funding its operations on a month-to-month basis. While there can be no assurance that it will be successful, the Company is in active negotiations to raise additional capital.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of CCGI and its wholly-owned subsidiaries, including Car Charging, Inc., Beam Charging LLC ("Beam"), EV Pass LLC ("EV Pass"), Blink Network LLC ("Blink") and Car Charging China Corp. ("Car Charging China"). All intercompany transactions and balances have been eliminated in consolidation.

Through April 16, 2014, 350 Green LLC ("350 Green") was a wholly-owned subsidiary of the Company in which the Company had full voting control and was therefore consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. The Company determined that it is the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in the Company's consolidated financial statements.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

USE OF ESTIMATES

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the financial statements. The Company's significant estimates used in these financial statements include, but are not limited to, stock-based compensation, accounts receivable reserves, warranty reserves, inventory valuations, the valuation allowance related to the Company's deferred tax assets, the carrying amount of intangible assets, estimates of future EV sales and the effects thereon, fair value of derivative liabilities and the recoverability and useful lives of long-lived assets. Certain of the Company's estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and could cause actual results to differ from those estimates.

CASH

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents in the consolidated financial statements. The Company has cash on deposits in several financial institutions which, at times, may be in excess of FDIC insurance limits. The Company has not experienced losses in such accounts.

ACCOUNTS RECEIVABLE

Accounts receivable are carried at their contractual amounts, less an estimate for uncollectible amounts. As of December 31, 2016 and 2015 , there was an allowance for uncollectable amounts of $42,349 and $140,998 , respectively. Management estimates the allowance for bad debts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Past due accounts are generally written off against the allowance for bad debts only after all collection attempts have been exhausted.

INVENTORIES

Inventory is comprised of electric charging stations and related parts, which are available for sale or for warranty requirements. Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out method. Inventory that is sold to third parties is included within cost of sales and inventory that is installed on the premises of participating owner/operator properties, where the Company retains ownership, is transferred to fixed assets at the carrying value of the inventory. The Company periodically reviews for slow-moving, excess or obsolete inventories. Products that are determined to be obsolete, if any, are written down to net realizable value. Based on the aforementioned periodic reviews, the Company recorded an inventory reserve for slow-moving, excess or obsolete inventories of $154,000 and $290,000 as of December 31, 2016 and 2015 , respectively.

As of December 31, 2016 and 2015 , the Company's inventory was comprised solely of finished goods and parts that are available for sale.

FIXED ASSETS

Fixed assets are stated at cost, net of accumulated depreciation and amortization which is recorded commencing at the in-service date using the straight-line method over the estimated useful lives of the assets, as set forth in the following table:

Asset	Useful Lives (In Years)
Computer software and office and computer equipment	3 - 5
Machinery and equipment, automobiles, furniture and fixtures	3 - 10
Installed Level 2 electric vehicle charging stations	3
Installed Level 3 (DC Fast Chargers ("DCFC")) electric vehicle charging stations	5

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

FIXED ASSETS - CONTINUED

When fixed assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the statements of operations for the respective period. Minor additions and repairs are expensed in the period incurred. Major additions and repairs which extend the useful life of existing assets are capitalized and depreciated using the straight-line method over their remaining estimated useful lives.

EV charging stations represents the cost, net of accumulated depreciation, of charging devices that have been installed on the premises of participating owner/operator properties or are earmarked to be installed. The Company held approximately $48,000 and $29,000 in EV charging stations that were not placed in service as of December 31, 2016 and 2015 , respectively.

The Company's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The Company assesses the recoverability of its long-lived assets by monitoring current selling prices of car charging units in the open market, the adoption rate of various auto manufacturers in the EV market and projected car charging utilization at various public car charging stations throughout its network in determining fair value. An impairment loss would be recognized when estimated future cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. See Note 6 – Fixed Assets for additional details.

CAPITALIZED SOFTWARE DEVELOPMENT COSTS

The Company capitalizes software development costs in accordance with Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") Topic 985 "Software". Capitalization of software development costs begins upon the determination of technological feasibility. The determination of technological feasibility and the ongoing assessment of the recoverability of these costs requires considerable judgment by management with respect to certain external factors, including anticipated future gross product revenues, estimated economic life and changes in hardware and software technology. Historically, software development costs incurred subsequent to the establishment of technological feasibility have not been material.

INTANGIBLE ASSETS

Intangible assets were acquired in conjunction with the acquisitions of Beam, EV Pass, and Blink during 2013 and were recorded at their fair value at such time. Trademarks are amortized on a straight-line basis over their useful life of ten years. Patents are amortized on a straight-line basis over the lives of the patent (twenty years or less), commencing when the patent is approved and placed in service on a straight- line basis.

SEGMENTS

The Company operates a single segment business as disclosed in the notes to the consolidated financial statements. The Company's chief operating decision maker views the Company's operating performance on a consolidated basis as its only business is the sale and distribution of electric vehicle charging machines and revenues that it earns from customers who use machines connected to its network, whether owned by the Company or third party hosts.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

DERIVATIVE FINANCIAL INSTRUMENTS

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the FASB ASC. The accounting treatment of derivative financial instruments requires that the Company record the conversion options and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

The Binomial Lattice Model was used to estimate the fair value of the warrants that are classified as derivative liabilities on the consolidated balance sheets. The model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the weighted average life of the warrants.

SEQUENCING POLICY

Under ASC 815-40-35, the Company has adopted a sequencing policy whereby, in the event that reclassification of contracts from equity to assets or liabilities is necessary pursuant to ASC 815 due to the Company's inability to demonstrate it has sufficient authorized shares, shares will be allocated on the basis of the earliest issuance date of potentially dilutive instruments, with the earliest grants receiving the first allocation of shares.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820") which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

The carrying amounts of the Company's financial instruments , such as cash and cash equivalents , accounts receivable and accounts payable approximate fair values due to the short-term nature of these instruments. The carrying amount of the Company's notes payable approximates fair value because the effective yields on these obligations, which include contractual interest rates, taken together with other features such as concurrent issuance of warrants, are comparable to rates of returns for instruments of similar credit risk.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

REVENUE RECOGNITION

The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. Accordingly, when a customer completes use of a charging station, the service can be deemed rendered and revenue may be recognized based on the time duration of the session or kilowatt hours drawn during the session. Sales of EV stations are recognized upon shipment to the customer, free on board shipping point, or the point of customer acceptance.

Governmental grants and rebates pertaining to revenues and periodic expenses are recognized as income when the related revenue and/or periodic expense are recorded. Government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the related depreciation expense of the related asset over their useful lives.

For arrangements with multiple elements, which is comprised of (1) a charging unit, (2) installation of the charging unit, (3) maintenance and (4) network fees, revenue is recognized dependent upon whether vendor specific objective evidence ("VSOE") of fair value exists for separating each of the elements. The Company determined that VSOE exists for both the delivered and undelivered elements of the company's multiple-element arrangements. The Company limited their assessment of fair value to either (a) the price charged when the same element is sold separately or (b) the price established by management having the relevant authority.

CONCENTRATIONS

During the year ended December 31, 2016, revenues generated from Entity C represented approximately 13% of the Company's total revenue. During the year ended December 31, 2015, revenues generated from Entity A and Entity C represented approximately 18% and 16% of the Company's total revenue, respectively. The Company generated grant revenues from a governmental agency (Entity A) and charging service revenues from a customer (Entity C). As of December 31, 2016, accounts receivable from Entity C were 18% of total accounts receivable.

RECLASSIFICATIONS

Certain prior year balances have been reclassified in order to conform to current year presentation. These reclassifications have no effect on previously reported results of operations or loss per share .

STOCK-BASED COMPENSATION

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is measured on the measurement date and re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Awards granted to non-employee directors for their service as a director are treated on the same basis as awards granted to employees. The Company computes the fair value of equity-classified warrants and options granted using the Black-Scholes option pricing model.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

INCOME TAXES

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of items that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Operations in the period that includes the enactment date. As of December 31, 2016 and 2015 , the Company maintained a full valuation allowance against its deferred tax assets since it is more likely than not that the future tax benefit on such temporary differences will not be realized.

The Company recognizes the tax benefit from an uncertain income tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement by examining taxing authorities. The Company has open tax years going back to 2013 which may be subject to audit by federal and state authorities. The Company's policy is to recognize interest and penalties accrued on uncertain income tax positions in interest expense in the Company's consolidated statements of operations. As of December 31, 2016 and 2015, we had no liability for unrecognized tax benefits. The Company does not expect the unrecognized tax benefits to change significantly over the next 12 months.

NET LOSS PER COMMON SHARE

Basic net loss per common share is computed by dividing net loss by the weighted average number of vested shares of Common Stock outstanding during the period. Diluted net loss per common share is computed by dividing net loss by the weighted average number vested of shares of Common Stock, plus the net impact of shares of Common Stock (computed using the treasury stock method), if dilutive, resulting from the exercise of outstanding stock options and warrants, plus the conversion of preferred stock and convertible notes.

The following Common Stock equivalents are excluded from the calculation of weighted average dilutive shares of Common Stock because their inclusion would have been anti-dilutive:

	December 31,	
	2016	**2015**
Preferred stock	1,053,004	967,563
Warrants	1,095,115	1,220,872
Options	149,233	155,633
Convertible notes	16,332	977
Total potentially dilutive shares	2,313,684	2,345,045

COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

LITIGATION AND DISPUTES

The Company records legal costs associated with loss contingencies as incurred and accrues for all probable and estimable settlements.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

RECENTLY ISSUED ACCOUNTING STANDARDS

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 was revised in July 2015 to be effective for interim periods beginning on or after December 15, 2017 and should be applied on a transitional basis either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. In 2016, FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

In July 2015, the FASB issued ASU No. 2015-11, "Inventory (Topic 330): Simplifying the Measurement of Inventory," ("ASU 2015-11"). ASU 2015-11 amends the existing guidance to require that inventory should be measured at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory measured using last-in, first-out or the retail inventory method. ASU 2015-11 is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The adoption of ASU 2015- 011 is not expected to have a material impact on our consolidated financial statement or disclosures.

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" ("ASU 2016-02"). ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases. The ASU will also require new qualitative and quantitative disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating ASU 2016-02 and its impact on its consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-09, "Compensation – Stock Compensation (Topic 718)" ("ASU 2016-09"). ASU 2016-09 requires an entity to simplify several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. The adoption of ASU 2016- 009 is not expected to have a material impact on our consolidated financial statement or disclosures.

In August 2016, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2016-15, "Statement of Cash Flows (Topic 230) Classification of Certain Cash Receipts and Cash Payments" ("ASU 2016-15"). ASU 2016-15 will make eight targeted changes to how cash receipts and cash payments are presented and classified in the statement of cash flows. ASU 2016-15 is effective for fiscal years beginning after December 15, 2017. ASU 2016-15 requires adoption on a retrospective basis unless it is impracticable to apply, in which case the Company would be required to apply the amendments prospectively as of the earliest date practicable. The Company is currently evaluating ASU 2016- 15 and its impact on its consolidated financial statements or disclosures.

4. ECOTALITY ESTATE ACQUISITION

On December 31, 2014, the United States Bankruptcy Court, District Arizona ("Bankruptcy Court") issued a Confirmation Order Pursuant to Bankruptcy Rule 9024 in the Bankruptcy case, in regards to: Electric Transportation Engineering Corporation (Case No. 13-626), confirming a Plan of Reorganization of Electric Transport Engineering Corporation, whereby the Official Committee of Unsecured Creditors of the estate ("Creditors") would own 50% of the Reorganized Electric Transport Engineering Corporation ("Reorganized ETEC") in consideration, of foregoing the amounts formerly owed by the estate and the Company would own the remaining 50% of the Reorganized ETEC. The initial consideration as of December 31, 2014 was $1,000,000, consisting of an initial payment of $275,000 (including $70,000 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink receivable from the estate) and a subsequent cash payment of $725,000. On April 10, 2015, the consideration was amended to $1,200,000 consisting of an initial payment of $375,000 (including $280,965 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink network receivable from the estate) and a subsequent cash payment of $825,000 to the Creditors secured by 8,250 shares of Series B Convertible Preferred Stock issued in 2015 under the amendment. See Note 14 – Stockholders' Deficiency – Preferred Stock - Series B Convertible Preferred Stock for additional details.

As of December 31, 2016 and 2015 , the ECOtality estate consisted of no material assets, liabilities or business other than deferred tax assets associated with carryforward net operating losses ("NOLs"). Given that, as of December 31, 2016 and 2015 , there was no implemented plan to realize the benefit of those NOLs, the Company recorded a full valuation allowance against such deferred tax assets.

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN

SUMMARY

On April 17, 2014, the Company's Board of Directors executed a resolution to form a trust mortgage relating to 350 Green. On May 29, 2014, the Company and EVSE Management LLC ("EVSE") entered into a Management Services Agreement and on June 27, 2014, EVSE purchased certain assets from 350 Green for total consideration of $860,836 which included a note receivable from Car Charging in the amount of $314,598. On September 8, 2014, the Company entered into an agreement among the trustee of 350 Green, an attorney, 350 Green and the Company whereby the Company would pay the legal fees incurred in connection with an action brought by 350 Green against JNS Power and Control Systems, Inc. ("JNS"). On September 30, 2014, the Company ("Assignor") entered into an Assignment Agreement with Green 350 Trust Mortgage LLC ("Assignee"), an entity formed by the trustee for the sole purpose to entering into this transaction, under which Assignor, the sole member of 350 Green, irrevocably assigned, sold and transferred 100% of the limited liability company membership interests in 350 Green to Assignee and Assignee accepted such transfer for nominal consideration of $100.

Through April 16, 2014, 350 Green was a wholly-owned subsidiary of the Company in which the Company had full control and was consolidated. Beginning on April 17, 2014, 350 Green was deemed to be a VIE and, therefore, we continued to consolidate 350 Green. On July 8, 2015, the Company and the trustee of 350 Green agreed to settle the note receivable in the amount of $314,598 for $25,000 in full satisfaction of the note. On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS. See Note 17 – Commitments and Contingencies – Litigation and Disputes for additional details.

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN – CONTINUED

The following amounts pertaining to 350 Green are included in the consolidated statements of operations for the year ended December 31, 2015:

	For the Years Ended December 31, 2015
Revenues	$ -
Cost of Revenues	(209,086)
Gross Profit	209,086
Operating Expenses:	
Other operating expenses	-
General and administrative expenses	25,114
Loss on sale/replacement of EV charging stations	-
Total Operating Expenses	25,114
Income From Operations	183,972
Other Income (Expense):	
Interest income	6,352
Gain on settlement of accounts payable	155,770
Gain on settlement of debt	314,598
Loss on settlement of note receivable	(271,092)
Total Other Income, net	205,628
Net Income	$ 389,600

The following current liabilities pertaining to 350 Green are included in the consolidated balance sheets:

	December 31,	
	2016	**2015**
Accounts payable	$ 3,728,193	$ 3,908,009
Accrued expenses	5,969	5,969
Total	$ 3,734,162	$ 3,913,978

The following represents the change in the balance of the non-controlling interest:

	For the Years Ended December 31,	
	2016	**2015**
Beginning balance	$ (4,011,130)	$ (4,400,730)
Net income of 350 Green	-	389,600
Assumption of liability of 350 Green by Car Charging Group, Inc.	179,816	-
Ending balance	$ (3,831,314)	$ (4,011,130)

On June 29, 2015, 350 Green recorded a $155,770 gain on the settlement of fees payable to a network operator that originated prior to 2015.

6. FIXED ASSETS

Fixed assets consist of the following:

	December 31,	
	2016	2015
EV charging stations	$ 4,687,294	$ 4,805,340
Software	464,997	464,997
Automobiles	132,751	132,751
Office and computer equipment	125,992	126,459
Machinery and equipment	71,509	71,509
	5,482,543	5,601,056
Less: accumulated depreciation	(4,726,861)	(4,100,163)
Fixed assets, net	$ 755,682	$ 1,500,893

Depreciation and amortization expense related to fixed assets was $851,516 and $925,039 for the years ended December 31, 2016 and 2015 , respectively, of which $805,606 and $847,384 , respectively, was recorded within cost of sales in the accompanying consolidated statements of operations.

On April 2, 2015, the Company was notified by a host to remove 304 level 2 charging stations from its various locations throughout the United States, installed by 350 Green prior to the Company's acquisition of 350 Green which is currently owned by EVSE. The customer alleged material breaches by 350 Green of the Charging Station License Agreement between the parties. As a result of the notification, the Company performed an impairment test on those specific charging stations and concluded they were fully impaired. On July 10, 2015, the Company sold 142 of these charging stations with no remaining carrying value of $0 to a competitor for an aggregate purchase price of $106,700, resulting in a gain of $106,700 recorded in other (expense) income.

During the year ended December 31, 2015, the Company disposed of fixed assets with a net book value of $25,133 which resulted in a loss on disposal of $25,133 during 2015, which was included within other (expense) income in the consolidated statements of operations.

During the year ended December 31, 2016, the Company disposed of fixed assets with a net book value of $17,557 which resulted in a loss on disposal of $17,557 during 2016, which was included within other (expense) income in the consolidated statements of operations.

7. INTANGIBLE ASSETS

Intangible assets consist of the following:

	December 31,	
	2016	2015
Trademarks	$ 17,580	$ 17,580
Patents	132,661	132,661
	150,241	150,241
Less: accumulated amortization	(33,759)	(23,444)
Intangible assets, net	$ 116,482	$ 126,797

Amortization expense related to intangible assets was $10,315 and $10,316 for the years ended December 31, 2016 and 2015 , respectively.

The estimated future amortization expense is as follows:

For the Years Ended December 31,	Patents	Trademarks	Total
2017	$ 7,804	$ 2,511	$ 10,315
2018	7,804	2,511	10,315
2019	7,804	2,511	10,315
2020	7,804	1,144	8,948
2021	7,804	-	7,804
Thereafter	68,785	-	68,785
	$ 107,805	$ 8,677	$ 116,482

8. OTHER ASSETS

Other assets consist of the following:

	December 31,	
	2016	2015
Deposits	$ 34,057	$ 73,513
Inventory conversion costs	51,730	51,716
Other	3,786	6,814
	$ 89,573	$ 132,043

9. ACCRUED EXPENSES

SUMMARY

Accrued expenses consist of the following:

	December 31	
	2016	2015
Registration rights penalty	$ 967,928	$ 728,750
Accrued consulting fees	184,800	916,925
Accrued host fees	1,308,897	873,544
Accrued professional, board and other fees	1,381,399	1,069,341
Accrued wages	241,466	187,779
Accrued commissions	445,000	-
Warranty payable	338,000	223,988
Accrued taxes payable	511,902	355,949
Accrued payroll taxes payable	122,069	-
Warrants payable	155,412	77,761
Accrued issuable equity	862,377	324,894
Accrued interest expense	273,838	83,843
Dividend payable	1,150,100	293,200
Other accrued expenses	12,788	10,750
	$ 7,955,976	$ 5,146,724

9. ACCRUED EXPENSES – CONTINUED

REGISTRATION RIGHTS PENALTY

In connection with the sale of the Company's Common Stock and warrants during the year ended December 31, 2013, the Company granted the purchasers and the placement agents registration rights on the Common Stock and warrants within 60 days of the date of the sale of the stock, as amended. The Stock Purchase Agreement ("SPA") provided for a penalty provision of 1% of the gross proceeds for each month that the shares are not registered, not to exceed 10%. The Securities and Exchange Commission ("SEC") notified the Company that it could not review its registration statement until such time as the Company furnished two years of audited financial statements of 350 Green and ECOtality as the acquisitions were deemed significant. The Company sought a waiver of the audit requirement but the SEC denied the granting of a waiver. On February 5, 2015, the holders of a majority of the shares affected by the registration rights penalty granted the Company the option to satisfy the accrued registration rights penalty and related interest as of December 23, 2014 totaling $1,724,823 in Series C Convertible Preferred Stock with a stated value of $100 per share, in lieu of cash. The Company elected this option which required the Company to pay a 20% premium causing the liability to increase to $1,850,188, exclusive of interest of $219,600. On February 10, 2015, the Company issued 20,414 shares of Series C Convertible Preferred Stock and on March 31, 2015, the Company issued the remaining 283 shares of Series C Convertible Preferred Stock, such that there was no liability related to the 2013 SPA as of December 31, 2015.

In connection with the sale of the Company's Series C Convertible Preferred Stock, the Company granted the purchasers certain registration rights. As of December 31, 2015, the Company had not yet filed a registration statement under the Securities Act of 1933. On November 7, 2016, the Company filed a registration statement under the Securities Act of 1933 but, as of December 31, 2016, the registration statement has not been declared effective by the SEC. The registration rights agreements entered into with the Series C Convertible Preferred Stock purchasers provide that the Company has to pay liquidated damages equal to 1% of all Series C subscription amounts received on the date the Series C resale registration statement was due to be filed pursuant to such registration rights agreements. The Company is required to pay such penalty each month thereafter until the resale registration statement is filed and once filed the Company has 30 days for the registration statement to be deemed effective otherwise the penalty resumes each month until the terms are met. The maximum liquidated damages amount is 10% of all Series C subscription amounts received. Failure to pay such liquidated damages results in interest on such damages at a rate of 18% per annum becoming due. As a result, the Company accrued $967,928 and $728,750 of Series C Convertible Preferred Stock registration rights damages at December 31, 2016 and 2015, respectively.

OBLIGATION TO U.S. DEPARTMENT OF ENERGY

Additionally, during 2014, the U.S. Department of Energy ("DOE") notified the Company that it continues to have a property interest in the 107 installed DCFCs if the fair market value of each DCFC had a market value in excess of $5,000 on October 16, 2013, the date of the Blink purchase agreement approved by the bankruptcy court. The DOE requested documentation describing the data, assumption and methodologies that the Company used to determine the value as of the closing date. The Company provided the DOE with additional documentation and calculations supporting its belief that each DCFC acquired as of the closing date of the Blink purchase agreement approved by the bankruptcy court had a fair market value of less than $5,000. On May 5, 2015, the DOE notified the Company that it agreed with the Company's analysis and had determined that the DOE's interest in the DCFCs was extinguished. As a result, the Company reversed the $1,833,896 accrued liability in the second quarter of 2015 commensurate with the date of the DOE notification which resulted in a gain during 2015 of $1,833,896 which was included in other income in the consolidated statement of operations.

DUE TO CREDITORS COMMITTEE OF THE ECOTALITY ESTATE

On April 10, 2015, the consideration associated with the strategic transaction to acquire a 50% interest in the Reorganized Electric Transportation Engineering Corporation of America ("ECOtality") was amended to an aggregate of $1,200,000, consisting of an initial payment of $375,000 (including $280,965 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink network receivable from the estate) and the issuance of 8,250 shares of Series B Convertible Preferred Stock. During the year ended December 31, 2015, the Company paid $210,965 and issued the Series B Convertible Preferred Stock, such that there was no liability as of December 31, 2015.

9. ACCRUED EXPENSES – CONTINUED

ACCRUED PROFESSIONAL, BOARD AND OTHER FEES

Accrued professional, board and other fees consist of investment banking fees, professional fees, bonuses, board of director fees, network fees, installation costs and other miscellaneous fees. As of December 31, 2016 and 2015 , accrued investment banking fees were $860,183 and $762,300 , respectively, which were payable in cash. See Note 13 – Fair Value Measurement and Note 14 – Stockholders' Deficiency – Preferred Stock - Series C Convertible Preferred Stock for additional details.

On September 22, 2016, the Company was released from a $503,125 liability pursuant to a September 10, 2012 consulting agreement, such that it recognized a gain on forgiveness of accrued expenses of $503,125 during the year ended December 31, 2016.

On December 29, 2016, the Company was released from a $337,500 liability pursuant to a December 10, 2012 professional service agreement, such that it recognized a gain on forgiveness of accrued expenses of $337,500 during the year ended December 31, 2016.

WARRANTY PAYABLE

The Company provides a limited product warranty against defects in materials and workmanship for its Blink residential and commercial chargers, ranging in length from one to two years. The Company accrues for estimated warranty costs at the time of revenue recognition and records the expense of such accrued liabilities as a component of cost of sales. Estimated warranty costs are based on historical product data and anticipated future costs. Should actual failure rates differ significantly from estimates, the impact of these unforeseen costs would be recorded as a change in estimate in the period identified. Warranty expenses for the years ended December 31, 2016 and 2015 were $118,978 and $111,656 , respectively.

WARRANTS PAYABLE

As of December 31, 2016 and 2015, the Company accrued $155,412 and $77,761, respectively, related to warrants payable, of which, $151,148 and $77,735, respectively, related to investment banking fees which were payable in warrants. See Note 13 – Fair Value Measurement and Note 13 – Stockholders' Deficiency – Preferred Stock – Series C Convertible Preferred Stock for additional details.

ACCRUED ISSUABLE EQUITY

In connection with the issuance of a convertible note payable during 2016, the Company is obligated to issue to the purchaser shares of Common Stock equal to 48% of the consideration paid by the purchaser. The Company must issue such shares on the earlier of (i) the fifth (5th) trading day after the pricing of the Public Offering and (ii) May 15, 2017. As of March 31, 2017, the purchaser paid aggregate consideration of $1,805,100 to the Company but the Company had not yet issued the Common Stock to the purchaser. As a result, the Company accrued the $866,448 obligation. See Note 11 – Notes Payable – Convertible and Other Notes for additional details.

See Note 17 Commitments and Contingencies – Employment Agreements for additional information regarding accrued issuable equity.

10. ACCRUED PUBLIC INFORMATION FEE

In accordance with certain securities purchase agreements, the Company is required to be compliant with Rule 144(c)(1) of the SEC, as defined, so as to enable investors to sell their holdings of Company shares in accordance with the securities purchase agreements. In the event of the Company's noncompliance with Rule 144(c)(1) at any time after the six-month anniversary of the offering, the investors are entitled to receive a fee of 1% of the aggregate subscription amount of the purchaser's securities, plus an additional 1% for every pro rata 30-day period that the Company is not in compliance (payable in cash or in kind). As of December 31, 2016 and 2015, the Company had accrued $3,005,277 and $2,433,734, respectively, as a result of periods of noncompliance with Rule 144(c)(1). As of December 31, 2016, the Company was in compliance with Rule 144(c)(1).

11. NOTES PAYABLE

CONVERTIBLE AND OTHER NOTES

On February 20, 2015, the Company renegotiated the terms of a $200,000 secured convertible note such that the due date was extended to March 31, 2015. In connection with the extension, the Company issued the investor an immediately vested five-year warrant to purchase 8,000 shares of the Company's Common Stock at an exercise price of $50.00 per share. The warrant had an issuance date fair value of $23,641, which was recognized as amortization of debt discount during the year ended December 31, 2015.

On May 1, 2015, the Company further renegotiated the terms of the $200,000 secured convertible note such that: (i) the unpaid balance would accrue interest at the rate of 2% per month effective April 1, 2015 and (ii) the maturity date was extended to June 1, 2015. In connection with the extension, the Company: (i) issued the lender an immediately vested five-year warrant to purchase 1,000 shares of the Company's Common Stock at $50.00 per share with an issuance date fair value of $13,516 which was recorded as a derivative liability and (ii) extended the expiration dates of warrants issued in October 2012 to purchase 3,000 shares of the Company's Common Stock at an exercise price of $50.00 per share to the lender and its affiliates from October 2015 to October 2017 and recorded incremental compensation cost of $12,954.

On November 9, 2015, the Company further renegotiated the terms of the $200,000 secured convertible note such that: (i) the Company shall pay the lender $61,000 comprised of $50,000 of principal and interest of $11,000; (ii) interest payable on the note accrues interest at a rate of 1.5% per month effective April 1, 2015 and (iii) the maturity date was extended to February 29, 2016. In connection with the extension, the Company issued the lender an immediately vested five-year warrant to purchase 5,600 shares of the Company's Common Stock at $50.00 per share with an issuance date fair value of $7,959 which was recorded as a derivative liability. As of December 31, 2016 and 2015, the Company made an aggregate of $150,000 of principal repayments to the lender, such that a principal balance of $50,000 was outstanding and is currently past due.

The Company entered into a securities purchase agreement, dated October 7, 2016, with a purchaser. In accordance with its terms, the securities purchase agreement became effective upon (i) execution of the purchase agreement, note and warrant, and (ii) delivery of an initial advance pursuant to the note of $500,000. Pursuant to the agreement, the purchaser purchased from the Company (i) a promissory note in the aggregate principal amount of up to $3,725,000, due and payable on the earlier of February 15, 2017 or if the Listing Approval End Date (as defined in the note) is February 28, 2017, March 31, 2017, or the third business day after the closing of the Public Offering (as defined in the securities purchase agreement), and (ii) a warrant to purchase 14,286 shares of the Company's Common Stock at an exercise price per share equal to the lesser of (a) 80% of the per share price of the Common Stock in the Company's contemplated Public Offering, (b) $35.00 per share, (c) 80% of the unit price in the Public Offering (if applicable), d) the exercise price of any warrants issued in the Public Offering, or (e) the lowest conversion price, exercise price, or exchange price, of any security issued by the Company that is outstanding on October 13, 2016. Additionally, pursuant to the securities purchase agreement, on the fifth (5th) trading day after the pricing of the Public Offering, but in no event later than February 28, 2017, or, if the Listing Approval End Date is February 28, 2017, in no event later than March 31, 2017, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares (as defined in the securities purchase agreement) equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Public Offering, or (iv) 80% of the unit price offering price of the Public Offering (if applicable), or (v) the exercise price of any warrants issued in the Public Offering. The securities purchase agreement and promissory note were subsequently amended. See Note 18 Subsequent Events – Convertible Notes for additional information.

Pursuant to the note, the purchaser is obligated to provide the Company additional $250,000 or $500,000 advances under the note as certain milestones, contained in the funding schedule within the note, are achieved (the "Additional Advances"). In the event of an Additional Advance, the Company shall deliver an additional warrant ("Additional Warrant") within three (3) days of such advances with the following terms: (i) an aggregate exercise amount equal to 100% of the principal sum attributable to the Additional Advance (ii) at the per share exercise price then in effect on the warrant, and (iii) the number of shares for which the Additional Warrant is exercisable equal to the aggregate exercise amount for the Additional Warrant divided by the exercise price. The purchaser may, at its election, exercise any of the warrants pursuant to a cashless exercise.

If the Company fails to repay the balance due under the note, or issues a Variable Security (as defined in the note) up to and including the date of the closing of the Public Offering, the purchaser has the right to convert all or any portion of the outstanding note into shares of Common Stock, subject to the terms and conditions set forth in the note. All amounts due under the note become immediately due and payable upon the occurrence of an event of default as set forth in the note.

11. NOTES PAYABLE – CONTINUED

CONVERTIBLE AND OTHER NOTES – CONTINUED

On October 13, 2016, the Company received the initial amount of $500,000 borrowed under the note. Upon the achievement of certain milestones in November 2016, an Additional Advance of $500,000 was received by the Company on November 28, 2016. Pursuant to the terms of the securities purchase agreement, the Company is required to repay an aggregate of $1,064,286 to the purchaser in connection with the advances received during 2016. The $64,286 difference between the principal amount and the cash received was recorded as debt discount and is being accreted to interest expense over the term of the note.

In connection with the advances, five-year warrants to purchase an aggregate of 28,572 shares of Common Stock were issued with an aggregate issuance date fair value of $185,468, which was recorded as a derivative liability. The aggregate exercise price of the warrants is $1,000,000. As of December 31, 2016, the Company had not issued the Origination Shares associated with the advances to-date and, as a result, accrued for the $480,000 obligation as of December 31, 2016. See Note 9 – Accrued Expenses – Accrued Issuable Equity. The conversion option of the note was determined to be a derivative liability. The aggregate issuance date fair value of the warrants, Origination Shares, conversion option, placement agent fees and other issuance costs was $1,290,446, which was recorded as a debt discount against the principal amount of the note. The $290,446 of debt discount in excess of the principal was recognized immediately and the remaining $1,000,000 of debt discount is being recognized over the term of the note.

During the year ended December 31, 2016, the Company made aggregate principal repayments of $13,988 associated with a non-convertible note payable.

CONVERTIBLE AND OTHER NOTES - RELATED PARTY

During the year ended December 31, 2016, the Company issued convertibles notes payable in the aggregate principal amount of $600,000 to a company wholly-owned by the Company's Executive Chairman of the Board of Directors. Notes payable with an aggregate principal amount of $495,000 are to be repaid upon the earlier of (i) the sixty (60) day anniversary of the date of issuance or (ii) the date on which the Company has received at least $1,000,000 in financing from third parties. A note payable with a principal amount of $105,000 was repaid upon the date at which the Company has received payment under an existing grant with the Pennsylvania Turnpike. Interest on the notes accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. These notes are secured by substantially all of the assets of the Company. In connection with the notes issuances, the Company issued five-year immediately vested warrants to purchase an aggregate of 3,000,000 shares of Common Stock not subject to split at an exercise price of $0.70 per share with an aggregate issuance date fair value of $204,465, which was recorded as a debt discount. In connection with the Company's sequencing policy, the warrants were determined to be derivative liabilities and the conversion options were also determined to be a derivative liability, however, their fair value was de minimis.

During the years ended December 31, 2016 and 2015, the Company made aggregate principal repayments of $125,000 and $115,000, respectively, associated with convertible and other notes payable to the same related party. As of the date of filing, convertible notes payable to a company wholly-owned by the Company's Executive Chairman of the Board of Directors with an aggregate principal amount of $495,000 were outstanding and were past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes. On November 14, 2016, the Company received notices of default with respect to notes payable to a company wholly-owned by the Executive Chairman with an aggregate principal balance of $410,000 which included demands for payment of the outstanding principal and interest within seven days. As of the date of filing there have been no further developments in respect to the demand for payment on these notes payable.

Amortization of debt discount for the years ended December 31, 2016 and 2015 was $962,412 and $63,473 , respectively, related to convertible notes payable.

INTEREST EXPENSE

Interest expense on notes payable for the years ended December 31, 2016 and 2015 was $256,098 and $82,565, respectively.

12. DEFERRED REVENUE

The Company is the recipient of various private and governmental grants, rebates and marketing incentives. Reimbursements of periodic expenses are recognized as income when the related expense is incurred. Private and government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the recognition of the related depreciation expense of the related asset over their useful lives.

Grant, rebate and incentive revenue recognized during the years ended December 31, 2016 and 2015 was $332,672 and $1,169,149 , respectively.

Deferred revenue consists of the following:

	December 31,	
	2016	2015
Nissan	78,832	$ 144,072
NYSERDA	2,690	90,021
CEC	16,588	84,274
NV Energy Commission	2,626	17,626
PA Turnpike	47,135	64,747
AFIG-PAT	119,453	-
Prepaid Network and Maintenance Fees	176,745	130,083
Green Commuter	128,000	500,000
Other	128,126	2,480
Total deferred revenue	700,195	1,033,303
Deferred revenue, non-current portion	(99,495)	(109,180)
Current portion of deferred revenue	$ 600,700	$ 924,123

It is anticipated that deferred revenue as of December 31, 2016 will be recognized over the next three years as follows:

For the Year Ending December 31,	Revenue
2017	$ 600,700
2018	72,954
2019	26,541
Total	$ 700,195

13. FAIR VALUE MEASUREMENT

See Note 9 – Accrued Expenses – Warrants Payable and Note 13 – Stockholders' Deficiency – Preferred Stock – Series C Convertible Preferred Stock for additional details associated with issuance costs which included an obligation to issue investment banker warrants. See Note 14 – Stockholders' Deficiency for details associated with warrants classified as derivative liabilities that were issued in connection with the sale of Common Stock and Series C Convertible Preferred Stock. See Note 11 – Notes Payable – Convertible and Other Notes for warrants classified as derivative liabilities that were issued in connection with a convertible note.

Assumptions utilized in the valuation of Level 3 liabilities are described as follows:

	For the Year Ended December 31,	
	2016	2015
Risk-free interest rate	0.58% - 1.38%	0.02% - 1.30%
Expected term (years)	2.28 - 5.00	1.00 - 5.05
Expected volatility	114% - 156%	84% - 105%
Expected dividend yield	0.00%	0.00%

The following table sets forth a summary of the changes in the fair value of Level 3 warrant liabilities that are measured at fair value on a recurring basis:

	December 31,	
	2016	2015
Derivative Liabilities		
Beginning balance as of January 1,	$ 1,350,881	$ 3,635,294
Issuance of warrants	957,115	501,259
Change in classification	-	281,403
Change in fair value of derivative liability	(724,893)	(3,067,075)
Ending balance as of December 31,	$ 1,583,103	$ 1,350,881
Warrants Payable		
Beginning balance as of January 1,	$ 77,761	$ 63,533
Provision for new warrant issuances	-	6,059
Accrual of other warrant obligations	81,603	221,709
Change in fair value of warrants payable	(3,952)	(201,621)
Issuance of warrants	-	(11,919)
Ending balance as of December 31,	$ 155,412	$ 77,761

13. FAIR VALUE MEASUREMENT – CONTINUED

Assets and liabilities measured at fair value on a recurring or nonrecurring basis are as follows:

	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 1,583,103	$ 1,583,103
Warrants Payable	-	-	155,412	155,412
Total liabilities	$ -	$ -	$ 1,738,515	$ 1,738,515

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 1,350,881	$ 1,350,881
Warrants payable	-	-	77,761	77,761
Total liabilities	$ -	$ -	$ 1,428,642	$ 1,428,642

14. STOCKHOLDERS' DEFICIENCY

AUTHORIZED CAPITAL

As of December 31, 2016, the Company was authorized to issue 500,000,000 shares of Common Stock, $0.001 par value, and 40,000,000 shares of preferred stock, $0.001 par value. The holders of the Company's Common Stock are entitled to one vote per share. The preferred stock is designated as follows: 20,000,000 shares to Series A Convertible Preferred Stock; 10,000 shares to Series B Convertible Preferred Stock; 250,000 shares to Series C Convertible Preferred Stock; and 19,740,000 shares undesignated.

OMNIBUS INCENTIVE PLANS

On November 30, 2012, the Board of the Company, as well as a majority of the Company's shareholders, approved the Company's 2012 Omnibus Incentive Plan (the "2012 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2012 Plan may be Non-Qualified Stock Options or Incentive Stock Options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be Non-Qualified Stock Options. The 2012 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2012 Plan is 5,000,000, adjusted as provided in Section 11 of the 2012 Plan. The 2012 Plan expired on December 1, 2014. As of December 31, 2016 and 2015, 66,400 stock options had been issued and are outstanding to employees and consultants. All options vest ratably over three years from date of issuance, December 27, 2012, and expire in five years from date of issuance.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

OMNIBUS INCENTIVE PLANS - CONTINUED

On January 11, 2013, the Board of the Company approved the Company's 2013 Omnibus Incentive Plan (the "2013 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2013 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The 2013 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2013 Plan is 5,000,000, adjusted as provided in Section 11 of the 2013 Plan. No awards may be issued after December 1, 2015. The 2013 Plan was approved by a majority of the Company's shareholders on February 13, 2013. As of December 31, 2016 and 2015, options to purchase 44,967 and 47,033, shares of Common Stock respectively were outstanding to employees, respectively, and 27,472 and 27,472 shares of Common Stock, respectively, were outstanding to consultants of the Company.

On March 31, 2014, the Board of the Company approved the Company's 2014 Omnibus Incentive Plan (the "2014 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2014 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The option price must be at least 100% of the fair market value on the date of grant and if issued to a 10% or greater shareholder must be 110% of the fair market value on the date of the grant. The 2014 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2014 Plan is 5,000,000, adjusted as provided in Section 11 of the 2014 Plan. No awards may be issued after December 1, 2016. The 2014 Plan was approved by a majority of the Company's shareholders on April 17, 2014. As of December 31, 2016 and 2015, options to purchase 34,167 and 39,300 shares of Common Stock were outstanding to employees, respectively, and 50,448 and 50,448 shares of Common Stock were outstanding to consultants of the Company, respectively.

On February 10, 2015, the Board of the Company approved the Company's 2015 Omnibus Incentive Plan (the "2015 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2015 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The option price must be at least 100% of the fair market value on the date of grant and if issued to a 10% or greater shareholder must be 110% of the fair market value on the date of the grant. The 2015 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2015 Plan is 5,000,000, adjusted as provided in Section 11 of the 2015 Plan. No awards may be issued after March 11, 2017. The 2015 Plan was approved by a majority of the Company's shareholders on April 21, 2015. As of December 31, 2016 and 2015, options to purchase 3,700 and 2,900 shares of Common Stock were outstanding to employees, respectively, and 9,788 and 9,788 shares of Common Stock were outstanding to consultants of the Company, respectively. As of December 31, 2016, there were 86,012 securities available for future issuance under the 2015 Plan.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK

SERIES A CONVERTIBLE PREFERRED STOCK

On March 24, 2016, the Company issued 500,000 shares of Series A Convertible Preferred Stock to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement. The $500,000 of aggregate fair value of the shares was recognized over the one year service period. The Company recognized $114,754 and $385,246 of stock-based compensation expense during the years ended December 31, 2016 and 2015, respectively, related to the award which is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency.

The Series A Convertible Preferred Stock have a par value of $0.001 and are convertible into 2.5 shares of Common Stock for every Series A Convertible Preferred share so long as Series C Convertible Preferred Stock is outstanding. The Series A Convertible Preferred Stock has no redemption rights. The Series A Convertible Preferred Stock shall have no liquidation preference so long as the Series C Convertible Preferred Stock shall be outstanding. Up until December 23, 2014 (the date of issuance of Series C Convertible Preferred Stock), the Series A Convertible Preferred Stock had five times the vote of a share of its Common Stock equivalent. At the point in time that the Series C Convertible Preferred Stock is no longer outstanding, the super voting rights are automatically reinstated.

See Note 17 – Commitments and Contingencies – Employment Agreement for details associated with the issuance of Series A Convertible Preferred Stock.

SERIES B CONVERTIBLE PREFERRED STOCK

On April 21, 2015, the Company designated 10,000 shares of Series B Convertible Preferred Stock with a par value of $0.001 and a stated value of $100 per share. The Series B Convertible Preferred Stock has no voting rights except under limited conditions. The holders of Series B Convertible Preferred Stock and the holders of Series C Convertible Preferred Stock, shall proportionately be entitled to receive out of the assets, whether capital or surplus, of the Company an amount in cash equal to the stated value for each respective share of Series B Convertible Preferred Stock or Series C Convertible Preferred Stock before any payments or distributions are made to holders of Series A Convertible Preferred Stock or holders of Common Stock. As of December 31, 2015, the liquidation preference for the 8,250 issued and outstanding shares of Series B Convertible Preferred Stock was equal to $825,000. The holder of the Series B Convertible Preferred Stock is entitled to redeem: (i) 2,750 shares on December 31, 2016; (ii) 2,750 shares on December 31, 2017; and (iii) 2,750 shares on December 31, 2018. However, the Company may choose not to honor the redemption request, in which case the holder becomes entitled to immediately, or anytime thereafter, convert the Series B Convertible Preferred Stock into Common Stock by dividing the aggregate stated value by the conversion price. The conversion price is equal to the average closing price of the prior 30 trading days as of the date of the request to convert. The Company may, at any time, elect to redeem all or part of the Series B Convertible Preferred Stock at the stated value.

During the year ended December 31, 2015, the Company issued 8,250 shares of Series B Convertible Preferred Stock to the Creditors of ECOtality as partial consideration for the strategic transaction to acquire a 50% interest in ECOtality. In addition, the parties entered into a tax sharing agreement which stipulates that any benefit that CCGI realizes from the use of the ECOtality net operating loss carryforwards ("NOLs"), up to $925,000, must be paid to the ECOtality estate and such payments would result in the cancellation of a commensurate stated value amount of Series B Convertible Preferred Stock. After reviewing the terms of the Series B Convertible Preferred Stock and the embedded conversion option ("ECO"), the Company determined that the Series B Convertible Preferred Stock is classified as temporary equity and the ECO is not bifurcated, is not accounted for as a derivative and is not a beneficial conversion feature. The temporary equity classification of the Series B Convertible Preferred Stock is in accordance with ASC 480-10-s99 - Distinguishing Liabilities from Equity – Overall – SEC Materials and Accounting Series Release ("ASR") 268 – Presentation in Financial Statements of "Redeemable Preferred Stock", as the Company does not control settlement by delivery of its own shares of Common Stock because there is no cap on the number of shares of Common Stock that could potentially be issuable upon redemption and therefore cash settlement is presumed.

On December 31, 2016, the Company received a notice of redemption from the creditors committee of the ECOtality estate to redeem 2,750 shares of Series B Convertible Preferred Stock for $275,000. As of December 31, 2016, the redemption amount remained outstanding. The Company has the option to settle the redemption request either by the repayment in cash or by the issuance of shares of Common Stock. As of December 31, 2016, the liquidation preference for the Series B Convertible Preferred Stock amounted to $825,000.

See Note 4 – Ecotality Estate Acquisition for additional details. See Note 14 – Stockholders' Deficiency – Common Stock for details associated with the exchange of Series B Convertible Preferred Stock for Common Stock.

SERIES C CONVERTIBLE PREFERRED STOCK

See Note 4 – Ecotality Estate Acquisition and Note 9 – Accrued Expenses – Due to Creditors Committee of the ECOtality Estate for additional details. See Note 14 – Stockholders' Deficiency – Common Stock for details associated with the exchange of Series B Convertible Preferred Stock for Common Stock .

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK - CONTINUED

On December 23, 2014, a total of 250,000 shares of Series C Convertible Preferred Stock have been designated for issuance under the Certificate of Designations, Preferences and Rights of Series C Convertible Preferred Stock (the "Series C Certificate of Designation"). The shares of Series C Convertible Preferred Stock have a stated value of $100 per share with an initial conversion price of $35.00 per common share (subject to adjustment as provided in the Series C Certificate of Designation). The Series C Convertible Preferred Stock may, at the option of the purchaser, be converted at any time or from time to time into fully paid and nonassessable shares of Common Stock at the conversion price in effect at the time of conversion ("Holder Redemption Request"); provided, that a holder of Series C Convertible Preferred Stock may at any given time convert only up to that number of shares of Series C Convertible Preferred Stock so that, upon conversion, the aggregate beneficial ownership of the Company's Common Stock as calculated, (pursuant to Rule 13d-3 of the Securities Exchange Act) of such purchaser and all persons affiliated with such purchaser, is not more than 9.99% of the Company's Common Stock then outstanding. The number of shares into which one share of Series C Convertible Preferred Stock shall be convertible is determined by dividing the stated value of $100 per share by the initial Conversion Price of $35.00 per common share (subject to appropriate adjustment for certain events, as defined). Shares of the Series C Convertible Preferred Stock shall receive dividends at a quarterly rate payable in either cash or additional shares of Series C Convertible Preferred Stock. If the dividend is paid in cash, the quarterly dividend payment shall be equal to 2% of the stated value per share for each of the then outstanding shares of Series C Convertible Preferred Stock (the "Cash Dividend Rate"). If, however, the quarterly dividend is paid in shares of Series C Convertible Preferred Stock, the quarterly dividend payment shall be equal to 2.5% of the stated value per share for each of the then outstanding shares of Series C Convertible Preferred Stock (the "Stock Dividend Rate"). In the event that the Company chooses to not honor the Holder Redemption Request, the Cash Dividend Rate and the Stock Dividend Rate shall thereafter be increase by a multiple of two, commencing in the first quarter following the Holder Redemption Request. In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends. Except as otherwise required by law, the holders of shares of Series C Convertible Preferred Stock shall vote on an as-if-converted-to-common-stock basis with the Common Stock . However, as long as any shares of Series C Convertible Preferred Stock are outstanding, the Company shall not take certain actions, as defined, without the prior written consent of at least 60% of the then outstanding Series C Convertible Preferred Stock. At any time following the second anniversary following the issuance of the Series C Convertible Preferred Stock, at the option of the holder, each share of Series C Convertible Preferred Stock shall be redeemable at the option of the holder for an amount equal to the stated value plus all accrued but unpaid dividends plus 1% per month, compounded monthly from the closing date.

The Series C Convertible Preferred Stock holders shall be entitled to receive out of the assets, whether capital or surplus, of the Company an amount in cash equal to the stated value, plus any accrued and unpaid dividends thereon at the Cash Dividend Rate and any other fees or liquidated damages then due and owing thereon under the Series C Certificate of Designation, for each share of Series C Convertible Preferred Stock before any distribution or payment shall be made to the holders of Series A Convertible Preferred Stock or any junior securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders shall be ratably distributed among the holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. After payment of the stated value, plus any accrued and unpaid dividends thereon, to each holder, the remaining balance of any proceeds from the Liquidation shall be allocated to the holders, holders of Series A Convertible Preferred Stock and holders of any Common Stock on an as-if-converted-to-common-stock basis.

The Series C Convertible Preferred Stock is not mandatorily redeemable, because the instrument does not embody an unconditional obligation requiring the issuer to redeem the instrument at a specified or determinable date or upon an event that is certain to occur. The Series C Convertible Preferred Stock is contingently redeemable anytime following the second anniversary of its issuance. Accordingly, the Series C Convertible Preferred Stock is be classified as permanent equity. Because the embedded conversion option is clearly and closely related to the equity host, even though it has adjustment provisions that causes it not to be indexed to the Company's own stock, it is not bifurcated and is not accounted for as a derivative liability.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK – CONTINUED

SERIES C CONVERTIBLE PREFERRED STOCK – CONTINUED

On December 23, 2014, the Company entered into a securities purchase agreement with certain investors for an aggregate of $6,000,000 (the "Aggregate Subscription Amount"). Pursuant to the securities purchase agreement, the Company issued the following to the purchasers: (i) 60,000 shares of Series C Convertible Preferred Stock convertible into 171,429 shares of the Company's Common Stock , par value $0.001; and (ii) warrants to purchase an aggregate of 171,429 shares of Common Stock at an exercise price of $1.00 per share that contain exercise price reset provisions. In addition, 250 shares of Series C Convertible Preferred Stock convertible into 714 shares of Common Stock , with a value of $25,000, were issued as compensation to purchasers for legal fees. The release of the Aggregate Subscription Amount to the Company was subject to the Company meeting certain milestones. The aggregate issuance date fair value of the warrants totaled $529,905 using the Binomial Lattice Model, which was recorded as a debit to preferred stock discount and a credit to derivative liabilities, and the net carrying value of the preferred stock is $5,470,096 (the $6,000,000 subscription amount, less the $529,904 preferred stock discount, or 9% and 91% of the $6,000,000 subscription amount, respectively). The aggregate of $530,000 of issuance costs were allocated amongst the instruments and (a) 91% or $483,192 was allocated to the preferred stock and was debited to additional paid in capital; and (b) 9% or $46,808 was allocated to the derivative liabilities and was recognized immediately. The aggregate preferred stock discount of $1,013,096 (warrants of $529,904 plus allocated issuance costs of $483,192) will not be amortized until/if redemption becomes probable. On December 23, 2014, all the initial closing conditions were met so the Company received $2,000,000 of the Aggregate Subscription Amount and the remaining $4,000,000 was deposited into an escrow account which was recorded as a charge to additional paid-in capital. During the year ended December 31, 2015, the Company did not meet certain defined milestones by their targeted completion dates. Notwithstanding, the purchasers released an aggregate of $3,000,000 of the Aggregate Subscription Amount to the Company during the year ended December 31, 2015. Pursuant to an election of the purchasers, $1,000,000 was returned to the purchasers in July 2015 from escrow and was not provided to the Company, such that the Company received an aggregate of $5,000,000 of the Aggregate Subscription Amount, as compared to the $6,000,000 originally contemplated. The return of escrowed funds did not require the purchasers to return any portion of the shares of Series C Convertible Preferred Stock.

On July 24, 2015, the Company entered into a securities purchase agreement with a purchaser for net proceeds of an aggregate of $710,740 (gross proceeds of $830,000 less issuance costs of $119,260 which, as of December 31, 2015, had not been paid and were included within accrued expenses). Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 9,223 shares of Series C Convertible Preferred Stock, and (ii) a five-year warrants to purchase 26,378 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $88,905 which was recorded as a derivative liability.

In July 2015, the Company agreed to pay a consultant an aggregate of $10,000 in cash and issue to the consultant 300 shares of Series C Convertible Preferred Stock at a fair value of $30,000.

On October 14, 2015, the Company entered into a securities purchase agreement with a purchaser for net proceeds of an aggregate of $954,540 (gross proceeds of $1,100,000 less issuance costs of $145,460 which, as of December 31, 2015, had not been paid and were included within accrued expenses). Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 18,333 shares of Series C Convertible Preferred Stock, and (ii) a five-year warrant to purchase 52,380 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $79,411 which was recorded as a derivative liability.

In connection with sales of Series C Convertible Preferred Stock during the year ended December 31, 2015, the Company incurred issuance costs which included an obligation to issue investment banker warrants to purchase 10% of the securities sold. The warrant obligation had an aggregate fair value of $221,709 on the date of the sale of the Series C Convertible Preferred Stock. See Note 13 – Fair Value Measurement.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK – CONTINUED

SERIES C CONVERTIBLE PREFERRED STOCK – CONTINUED

On March 11, 2016, the Company entered into a securities purchase agreement with a purchaser for gross proceeds of an aggregate of $2,900,040 ("Subscription Amount"), of which, $650,040 was paid to the Company at closing and the remaining $2,250,000 ("Milestone Amounts") was payable to the Company upon the completion of certain milestones ("Milestones"), as specified in the agreement. Through December 30, 2016, based on the Company's achievement of certain of the milestones prior to the June 24, 2016 deadline, net proceeds of an aggregate of $1,147,950 (gross proceeds of $1,267,160 less issuance costs of $197,160, of which, as of December 31, 2016, $149,658 had not been paid and was included within accrued expenses) of the Subscription Amount had been paid to the Company. See Note 9 – Accrued Expenses – Warrants Payable and Note 12 – Fair Value Measurement for additional details. As a result, the Company issued the following to the purchaser during the year ended December 31, 2016: (i) 21,120 shares of Series C Convertible Preferred Stock and (ii) five-year warrants to purchase an aggregate of 60,341 shares of Common Stock at an exercise price of $50.00 per share with an issuance date fair value of $167,956 which was recorded as a derivative liability.

On March 11, 2016, the Company entered into a securities purchase agreement with a purchaser for net proceeds of an aggregate of $85,285 (gross proceeds of $99,960 less issuance costs of $14,675, of which, as of December 31, 2016, $9,677 had not been paid and was included within accrued expenses). See Note 9 – Accrued Expenses – Warrants Payable and Note 13 – Fair Value Measurement for additional details. Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 1,666 shares of Series C Convertible Preferred Stock, and (ii) a five-year warrant to purchase 4,760 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $10,458 which was recorded as a derivative liability.

On March 24, 2016, the Company issued 750 shares of Series C Convertible Preferred Stock to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement. The $75,000 of aggregate fair value of the shares was recognized over the one year service period. The Company recorded $17,213 of stock-based compensation expense during the year ended December 31, 2016, respectively, related to the award which is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency.

During the year ended December 31, 2016, the Company issued 444 shares of Series C Convertible Preferred Stock with a fair value of $39,964 to the Company's Executive Chairman of the Board in satisfaction of amounts previously owed which was accrued for as of December 31, 2015, which is included within Series C convertible preferred stock issued as compensation to the Executive Chairman on the consolidated statement of changes in stockholders' deficiency.

During the years ended December 31, 2016 and 2015, 6,116 and 6,777 shares of Series C Convertible Preferred Stock were issued as payment of dividends in kind. As of December 31, 2016 and 2015 , the Company recorded a dividend payable liability on the shares of Series C Convertible Preferred Stock of $1,150,100 and $293,200 , respectively. See Note 9 – Accrued Expenses.

In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends, which, as of December 31, 2016 , was equal to $16,192,700.

See Note 9 – Accrued Expenses – Registration Rights Penalty, Note 13 – Fair Value Measurement, Note 17 – Commitments and Contingencies – Employment Agreement and Note 18 – Subsequent Events for details associated with the issuance of Series C Convertible Preferred Stock and warrants.

NON-CONTROLLING INTERESTS

350 Green is not owned by the Company but is deemed to be a VIE where the entirety of its results of operations are consolidated in the Company's financial statements.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense related to preferred stock, Common Stock, stock options and warrants for the years ended December 31, 2016 and 2015 of $784,457 and $4,065,830, respectively which is included within compensation expense on the consolidated statement of operations. As of December 31, 2016, there was $78,884 of unrecognized stock-based compensation expense that will be recognized over the weighted average remaining vesting period of 0.5 years.

STOCK OPTIONS

In accordance with the agreements of the respective non-employee members of the Board of the Directors, in addition to a cash fee, the Company is required to issue an option to purchase 100 shares of Common Stock for each Board meeting and each committee meeting of the Board of Directors. The options vest in two years from the date of issuance, expire five years from the date of issuance and have an exercise price of $0.01 above the closing price of the Company's Common Stock on the date of the grant. During the year ended December 31, 2015, the Company issued options to purchase 1,800 shares of the Company's Common Stock (500 shares under the 2014 Plan and 1,300 shares under the 2015 Plan) at exercise prices ranging from $9.50 to $21.00 per share to members of the Board of Directors as compensation for attending Board meetings during the time. During the year ended December 31, 2016, the Company issued options to purchase 1,400 shares of the Company's Common Stock under the 2015 Plan at exercise prices ranging from $15.50 to $16.50 per share to members of the Board of Directors as compensation for attending Board meetings during the time.

On November 13, 2015, the Company issued five-year options to purchase an aggregate of 20,400 shares of the Company's Common Stock under the 2014 Plan at $31.50 per share to employees for services rendered. The options had a grant date fair value of $76,731 and vest as follows: 6,800 on the date of issuance, 6,800 on the first anniversary of the date of issuance, 6,800 on the second anniversary of the date of issuance 6,800 on the third anniversary of the date of issuance.

On November 17, 2015, the Company issued a five-year option to purchase 5,000 shares of the Company's Common Stock under the 2014 Plan at $52.50 per share to an employee for services rendered. The option vested immediately and had a grant date fair value of $297.

During the year ended December 31, 2015, the Company issued five-year options to purchase 1,100 shares of the Company's Common Stock at exercise prices ranging from $8.50 to $19.50 per share to a member of the Board of Directors as compensation for attending meetings of the OPFIN Committee. The options vested immediately and had a grant date fair value of $7,820, which was recognized immediately. During the year ended December 31, 2016, the Company issued five-year options to purchase 1,200 shares of the Company's Common Stock at exercise prices ranging from $7.50 to $24.50 per share to a member of the Board of Directors as compensation for attending meetings of the OPFIN Committee. The options vested immediately and had a grant date fair value of $10,446, which was recognized immediately.

The weighted average estimated fair value of the options granted during the year ended December 31, 2016 was $3.50 per share. The weighted average estimated fair value of the options granted during year ended December 31, 2015 was $11.50 per share.

In applying the Black-Scholes option pricing model to stock options granted, the Company used the following assumptions:

	For the Years Ended December 31,	
	2016	**2015**
Risk free interest rate	0.73% - 0.90 %	0.63% - 1.12 %
Expected term (years)	2.50	2.50 - 5.00
Expected volatility	102% - 118 %	87% - 128 %
Expected dividends	0.00%	0.00%

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK OPTIONS – CONTINUED

A summary of the option activity during the years ended December 31, 2016 and 2015 is presented below:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value
Outstanding, December 31, 2014	153,813	$ 62.00		
Granted	23,800	30.00		
Exercised	-	-		
Cancelled/forfeited/expired	(21,980)	59.00		
Outstanding, December 31, 2015	155,633	$ 57.50		
Granted	2,600	19.00		
Exercised	-	-		
Cancelled/forfeited/expired	(9,000)	38.00		
Outstanding, December 31, 2016	149,233	$ 58.00	2.0	$ -
Exercisable, December 31, 2016	138,520	$ 59.00	2.0	$ -

The following table presents information related to stock options at December 31, 2016:

	Options Outstanding		Options Exercisable	
Range of Exercise Price	Weighted Average Exercise Price	Outstanding Number of Options	Weighted Average Remaining Life In Years	Exercisable Number of Options
$7.50 - $25.00	$ 18.50	7,700	2.7	7,700
$27.50 - $50.00	40.00	46,900	2.8	37,587
$50.50 - $65.50	58.50	27,933	2.8	26,533
$66.00 - $80.50	74.50	66,700	1.0	66,700
		149,233	2.0	138,520

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS

See Note 11 – Notes Payable for details associated with the issuance of warrants. See Note 9 – Accrued Expenses – Warrants Payable and Note 13 – Fair Value Measurement for details associated with the issuances of warrants to the former members of Beam and for the relevant warrant valuation assumptions. See Note 13 – Stockholders' Deficiency – Preferred Stock - Series C Convertible Preferred Stock for details associated with issuances of warrants in connection with a securities purchase agreement.

On February 25, 2015, the Company entered into an agreement with certain investors in the October 2013 financing whereby the investors were issued warrants to purchase 66,735 shares of the Company's Common Stock at an exercise price of $35.00 per share which vested immediately, expire five years from the date of issuance and contain weighted average anti-dilution and fundamental transaction provisions, as defined. These additional warrants represent the warrants the investors would have received as a result of the December 23, 2014 financing had they not previously surrendered their anti-dilution protection during 2014. The warrants, which were classified as derivative liabilities, had an aggregate fair value of $275,908, which was recognized immediately. Additionally, as a result of the December 23, 2014 financing, the exercise price of warrants to purchase an aggregate of 392,000 shares of Common Stock issued to the October 2013 and December 2013 investors was reduced to $35.00 per share. As the warrants are classified as derivative liabilities, the impact of the modification was included within change in fair value of warrant liabilities on the consolidated statement of operations during the year ended December 31, 2015.

During the year ended December 31, 2016, the Company agreed to extend the maturity date of warrants to purchase an aggregate of 51,800 shares of Common Stock with an exercise price of $112.50 per share by eighteen (18) months in exchange for the warrant holders' consent to rescind a fundamental transactions provision. As a result, the Company recorded warrant modification expense of $6,838 during the year ended December 31, 2016.

During the year ended December 31, 2016, the Company recorded warrant modification expense of $457 related to the extension of the expiration date of warrants to purchase 500 shares of Common Stock.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS – CONTINUED

The following table accounts for the Company's warrant activity for the years ended December 31, 2016 and 2015 :

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value
Outstanding, December 31, 2014	1,081,766	$ 64.00		
Issued	166,600	43.50		
Exercised	-	-		
Cancelled/forfeited/expired	(27,495)	77.50		
Outstanding, December 31, 2015	1,220,871	$ 54.00[1]		
Issued	153,772	41.50		
Exercised	-	-		
Cancelled/forfeited/expired	(279,528)	85.50		
Outstanding, December 31, 2016	1,095,115	$ 44.00	2.3	$ -
Exercisable, December 31, 2016	1,095,115	$ 44.00	2.3	$ -

[1] During 2015, the exercise price of warrants to purchase an aggregate of 392,000 shares of Common Stock was reduced to $35.00 per share from exercise prices ranging from $50.00 to $52.50 per share.

The following table presents information related to stock warrants at December 31, 2016 :

	Warrants Outstanding		Warrants Exercisable	
Range of Exercise Price	Weighted Average Exercise Price	Outstanding Number of Warrants	Weighted Average Remaining Life In Years	Exercisable Number of Warrants
$7.50 - $25.00	$ 7.50	100	3.0	100
$25.00 - $50.00	39.00	943,554	2.5	943,554
$50.50 - $75.00	52.50	86,881	0.6	86,881
$75.50 - $112.50	112.50	64,580	1.0	64,580
		1,095,115	2.3	1,095,115

COMMON STOCK

See Note 17 – Commitments and Contingencies – Employment Agreements for details associated with issuances of Common Stock pursuant to employment agreements.

On February 3, 2015, the Company issued 50,000 fully vested shares of the Company's Common Stock to a consultant to advise the Company about corporate governance matters. The consulting services expense valued at $50,000 was accrued for as of December 31, 2014.

On April 1, 2015, the Company issued 51,586 fully vested shares of its Common Stock to its then Chief Financial Officer as compensation for the period from November 2014 through April 2015 valued at $21,600, of which $7,200 were accrued for as of December 31, 2014.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK – CONTINUED

On April 10, 2015, the Company issued 8,658 fully vested shares of its Common Stock to a consulting firm for services rendered by a financial consultant for the period of December 2014 through March 2015 valued at $170,100, of which $16,739 was accrued for as of December 31, 2014.

On April 24, 2015, as part of a litigation settlement, two former members of Beam were issued an aggregate of 2,000 fully vested shares of the Company's Common Stock valued at $17.50 per share for an aggregate fair value of $35,000.

During the year ended December 31, 2015, the Company offered the remaining seven former Beam members shares of the Company's Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members accepted the Company's offer and the Company issued an aggregate of 57 fully vested shares of the Company's Common Stock valued at $898.

During the year ended December 31, 2015, the Company issued 3,690 fully vested shares of the Company's Common Stock to members of the Board of Directors as compensation for attending Board meetings. The shares had a grant date fair value of $68,999 based on the trading price of the Company's Common Stock on the dates of the respective meetings.

During the year ended December 31, 2015, the Company issued an aggregate of 1,445 of fully vested shares of the Company's Common Stock at the respective closing market price on the date of the respective meetings to a member of the Board of Directors for attendance of meetings of the newly formed OPFIN Committee. The shares had an aggregate grant date fair value of $21,003 which was recognized immediately.

In March 2016, one of the former members of Beam returned 4,846 shares of the Company's Common Stock to the Company in exchange for cash of $45,000. The shares of Common Stock were cancelled by the Company in March 2016.

During the year ended December 31, 2016, the Company issued 15,000 shares of common to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement. The $300,000 of aggregate fair value of the shares was recognized over the one year service period. The Company recognized $68,852 of stock-based compensation expense during the year ended December 31, 2016 related to the award which is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency.

During the year ended December 31, 2016, the Company issued an aggregate of 6,962 shares of Common Stock to the Company's Board of Directors as compensation for their attendance at various Board and OPFIN Committee meetings, of which, 3,883 shares were issued for 2016 meetings and 3,078 shares were issued for 2015 meetings. The shares had an aggregate grant date fair value of $65,982, of which, $35,924 was recognized during the year ended December 31, 2016 and is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency and $30,058 was recognized during the year ended December 31, 2015 and was included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency as of December 31, 2015.

15. INCOME TAXES

The Company is subject to U.S. federal and various state income taxes.

The income tax provision (benefit) for the years ended December 31, 2016 and 2015 consists of the following:

	For The Years Ended December 31,	
	2016	**2015**
Federal:		
Current	$ -	$ -
Deferred	(2,562,884)	(3,704,115)
State and local:		
Current	-	-
Deferred	(301,516)	1,496,815
	(2,864,400)	(2,207,300)
Change in valuation allowance	2,864,400	2,207,300
Income tax provision (benefit)	$ -	$ -

No current tax provision has been recorded for the years ended December 31, 2016 and 2015 because the Company had net operating losses for federal and state tax purposes. The net operating loss carryovers may be subject to annual limitations under Internal Revenue Code Section 382, and similar state provisions, should there be a greater than 50% ownership change as determined under the applicable income tax regulations. The amount of the limitation would be determined based on the value of the company immediately prior to the ownership change and subsequent ownership changes could further impact the amount of the annual limitation. An ownership change pursuant to Section 382 may have occurred in the past or could happen in the future, such that the NOLs available for utilization could be significantly limited. The Company will perform a Section 382 analysis in the future. The related increase in the deferred tax asset was offset by the valuation allowance.

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

	For The Years Ended December 31,	
	2016	**2015**
Tax benefit at federal statutory rate	(34.0)%	(34.0)%
State income taxes, net of federal benefit	(4.0)%	(4.0)%
Permanent differences	1.2%	(11.1)%
Prior period adjustments	0.0%	(1.1)%
Other	(0.4)%	23.4%
Change in valuation allowance	37.2%	26.8%
Effective income tax rate	0.0%	0.0%

The Company has determined that a valuation allowance for the entire net deferred tax asset is required. A valuation allowance is required if, based on the weight of evidence, it is more likely than not that some or the entire portion of the deferred tax asset will not be realized. After consideration of all the evidence, both positive and negative, management has determined that a full valuation allowance is necessary to reduce the deferred tax asset to zero, the amount that will more likely not be realized.

15. INCOME TAXES – CONTINUED

The tax effects of temporary differences that give rise to deferred tax assets are presented below:

	For The Years Ended December 31,	
	2016	2015
Deferred Tax Assets:		
Net operating loss carryforwards	$ 22,496,500	$ 20,237,500
Stock-based compensation	4,571,900	4,624,700
Provision for warrant liability	-	-
Accruals	2,295,200	1,581,900
Goodwill	2,318,500	2,318,500
Intangible assets	426,400	474,000
Allowance for doubtful accounts	16,100	53,600
Tax credits	478,300	448,300
Gross deferred tax assets	32,602,900	29,738,500
Deferred Tax Liabilities:		
Fixed assets	(772,300)	(772,300)
Gross deferred tax liabilities	(772,300)	(772,300)
Net deferred tax assets	31,830,600	28,966,200
Valuation allowance	(31,830,600)	(28,966,200)
Deferred tax asset, net of valuation allowance	$ -	$ -
Changes in valuation allowance	$ 2,864,400	$ 2,207,300

At December 31, 2016 and 2015 , the Company had net operating loss carry forwards for federal and state income tax purposes of approximately $59.5 million and $53.3 million, respectively, which may be used to offset future taxable income through 2035, subject to the Company filing delinquent tax returns as described herein. As described in Note 17 - Commitments and Contingencies - Taxes, the Company has not filed its federal and state corporate income tax returns for the years ended December 31, 2014 and 2015. Accordingly, approximately $15.2 million and $10.6 million of the federal and state NOLs described herein will not be available to offset future taxable income until the outstanding tax returns are filed with the respective federal and state tax authorities.

The Company's tax returns are subject to examination by tax authorities beginning with the year ended December 31, 2013 .

16. RELATED PARTIES

The Company paid commissions to a company owned by its Executive Chairman , such company is referred to as "FGI", totaling $0 and $47,750 **,** respectively, during the years ended December 31, 2016 and 2015 for business development related to installations of EV charging stations by the Company in accordance with the support services contract. These amounts are recorded as compensation on the consolidated statements of operations. These amounts were paid pursuant to a Fee/Commission Agreement entered into by the Company and FGI on November 17, 2009.

FGI and the Company's Chief Operating Officer ("COO") have made certain claims for historical unpaid unquantifiable compensation pursuant to their Fee/Commission Agreements with the Company. During November 2016, the Company's Board of Directors quantified the total claims to be approximately $475,000 for each party and, upon further analysis, determined the Company's reasonable estimate of the aggregate liability is $445,000 (estimated as $277,000 payable in cash and $168,000 payable in stock options) which was accrued and is included within accrued expenses on the consolidated balance sheet as of December 31, 2016.

In addition, FGI has made a claim that expired warrants to purchase an aggregate of 114,667 shares of Common Stock should be replaced pursuant to an agreement with the Company. As of December 31, 2016, the fair value of the warrant claim is estimated to be approximately $686,000.

16. RELATED PARTIES – CONTINUED

The Company incurred accounting and tax service fees totaling $0 and $33,018 , respectively for the years ended December 31, 2016 and 2015, respectively, provided by a company that is partially owned by the Company's former Chief Financial Officer. This expense was recorded as general and administrative expense in the consolidated statements of operations.

See Note 11 - Notes Payable – Convertible and Other Notes – Related Party and Note 17 – Commitments and Contingencies – Patent License Agreement.

17. COMMITMENTS AND CONTINGENCIES

OPERATING LEASE

The Company's corporate headquarters is located in Miami Beach, Florida. The Company currently leases space located at 1691 Michigan Avenue, Suite 601, Miami Beach Florida 33139. The lease was for a term of 39 months beginning on March 1, 2012 and ended May 31, 2015. Monthly lease payments were approximately $12,000 for a total of approximately $468,000 for the total term of the lease. The lease had been extended through August 1, 2015 at a cost of $13,928 per month. On July 31, 2015, the lease was further amended such that the amended lease term begins on August 1, 2015 and ends on September 30, 2018. Monthly lease payments are approximately $20,000 for a total of approximately $755,000 for the total term of the lease. Additionally, the Company had a three-year lease for an office in San Jose, California beginning on April 1, 2012 and ended April 30, 2015 with monthly lease payments of approximately $2,500 for a total of approximately $92,000 for the total term of the lease. The lease was extended to April 30, 2016 at a monthly rental cost of $3,009. The Company also has a five year sublease for office and warehouse space in Phoenix, Arizona beginning December 1, 2013 and ending November 30, 2018. On February 28, 2017, the Company vacated the Phoenix, Arizona space and has no further obligation in connection with the sublease.

The minimum future aggregate minimum lease payments , net of sublease income, for these leases based on their initial terms as of December 31, 2016 are:

For the Year Ending December 31,	Amount
2017	$ 225,577
2018	216,725
Total	$ 442,302

Total rent expense , net of sublease income, for the years ended December 31, 2016 and 2015 was $250,886 and $472,744, respectively, and is recorded in other operating expenses.

SUBLEASE AGREEMENT

On July 28, 2016, the Company ("Sublandlord") entered into a sublease agreement with Balance Labs, Inc. ("Subtenant") (an entity controlled by the Company's Executive Chairman of the Board of Directors) pursuant to which the Company agreed to sublease a portion of its Miami, Florida corporate headquarters to Subtenant. The term of the sublease agreement is from August 1, 2016 to September 29, 2018, subject to earlier termination upon written notice of termination by the landlord or Sublandlord. Throughout the term of the agreement, Subtenant shall pay to Sublandlord fixed base rent and operating expenses equal to 50% of Sublandlord's obligation under its primary lease agreement, resulting in monthly base rent payments ranging from approximately $7,500 to $8,000 per month, for a total of approximately $200,000 for the total term of the sublease agreement.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

PATENT LICENSE AGREEMENT

On March 29, 2012, the Company, as licensee (the "Licensee") entered into an exclusive patent license agreement with the Executive Chairman of the Board and Balance Holdings, LLC (an entity controlled by the Executive Chairman) (collectively, the "Licensor"), whereby the Company agreed to pay a royalty of 10% of the gross profits received by the Company from commercial sales and/or use of two provisional patent applications, one relating to an inductive charging parking bumper and one relating to a process which allows multiple EVs to plug into an EV charging station simultaneously and charge as the current becomes available.

On March 11, 2016, the Licensee and the Licensor entered into an agreement related to the March 29, 2012 patent license agreement. The parties acknowledged that the Licensee has paid a total of $8,525 in registration and legal fees for the U.S. Provisional Patent Application No. 61529016 (the "Patent Application") (related to the inductive charging parking bumper) to date. Effective March 11, 2016, the patent license agreement, solely with respect to the Patent Application and the parties' rights and obligations thereto, was terminated. The Executive Chairman of the Board agreed to be solely responsible for all future costs and fees associated with the prosecution of the patent application. In the event the Patent Application is successful, the Executive Chairman of the Board shall grant a credit to the Licensee in the amount of $8,525 to be applied against any outstanding amount(s) owed to him. If the Licensee does not have any outstanding payment obligations to the Executive Chairman of the Board at the time the Patent Application is approved, the Executive Chairman of the Board shall remit the $8,525 to the Licensee within twenty (20) days of the approval. The parties agreed to a mutual release of any claims associated with the patent license agreement. As of December 31, 2016, the Company has not paid nor incurred any royalty fees related to this patent license agreement.

EMPLOYMENT AGREEMENTS

On December 23, 2014, in connection with the closing and as a condition to the closing of the securities purchase agreement, the Company entered into an amended and restated employment agreement with its then Chief Executive Officer, Michael D. Farkas. The amendment provides that Mr. Farkas shall have a salary of Forty Thousand Dollars ($40,000) per month. However, for such time as any of the Aggregate Subscription Amount is still held in escrow, Mr. Farkas shall receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) shall be deferred; and (ii) must be determined by the compensation committee of the Company's Board of Directors to be fair and equitable. Additionally, beginning on the date that the Aggregate Subscription Amount is released from escrow and continuing for so long as the Series C Convertible Preferred Stock remains issued and outstanding, Mr. Farkas' salary shall only be paid in cash if doing so would not put the Company in a negative operating cash flow position.

On March 24, 2015, the Company entered into an employment agreement with Mr. Ira Feintuch to serve as the Company's Chief Operating Officer for an initial three year term renewable annually unless written notice is provided 60 days prior to the renewal term. In consideration thereof, Mr. Feintuch is to receive an annual salary of $250,000 and shall participate in all benefit programs of the Company. In addition, Mr. Feintuch will receive 1,000,000 shares of Series A Convertible Preferred Stock, 1,500 shares of Series C Convertible Preferred Stock and 30,000 shares of Common Stock. The stock awards are payable 50% upon the signing of the employment agreement and 50% upon the one year anniversary of the employment agreement. The total fair value of the stock awards was $1,750,000, of which $875,000 was recognized immediately upon issuance and the remaining $875,000 will be recognized over the one year service period. The Company estimated the fair value of the Common Stock and Series C Convertible Preferred Stock based on observed prices of sales and/or exchanges of identical securities within the last six months. The Company estimated the fair value of the Series A Convertible Preferred Stock based on observed prices of sales and/or exchanges of similar securities within the last six months. In addition, options to purchase an aggregate of 29,913 shares of Common Stock held by Mr. Feintuch with exercise prices ranging from $50.00 to $73.00 per share had their expiration dates extended to March 24, 2018, such that the value of modified options on the modification date was an aggregate of $192,147, which was $47,536 higher than the value of the original options on the modification date. As a result, the Company recorded option modification expense of $47,536 during the year ended December 31, 2015.

Effective July 24, 2015, the Company amended its employment agreement with Mr. Michael D. Farkas, such that Mr. Farkas was appointed the Company's Chief Visionary Officer and shall no longer serve as the Company's Chief Executive Officer. Mr. Farkas will continue to serve as the Company's Executive Chairman of the Board of Directors. The employment agreement had a four month term. The amended employment agreement specified the following: (i) in the event of a sale of the Company within one year of July 24, 2015, Mr. Farkas shall be entitled to receive an incentive payment equal to 1% of the gross sale price; (ii) in satisfaction of amounts previously owed to Mr. Farkas, the Company is to issue 4,444 shares of Series C Convertible Preferred stock valued at $400,000 (of which, as of December 31, 2015, 4,000 shares had been issued and as of December 31, 2016 , the remaining 444 shares had been issued by the Company); and (iii) all outstanding options and warrants shall vest immediately.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

EMPLOYMENT AGREEMENTS - CONTINUED

On July 29, 2015 (the "Effective Date"), the Company entered into an employment agreement with Mr. Michael J. Calise to serve as the Company's Chief Executive Officer, pursuant to which Mr. Calise will be compensated at the rate of $275,000 per annum. In addition, Mr. Calise will be entitled to receive (1) 71,688 options with an exercise price of $35.00 per share, (2) 31,760 options with an exercise price of $50.00 per share, (3) 528 options with an exercise price of $75.00 per share, (4) 5,759 options with an exercise price of $100.00 per share and (5) 30 options with an exercise price of $150.00 per share. The option quantities were derived from a percentage of the total options and warrants outstanding on the Effective Date (the "Underlying Instruments") and can be adjusted downward on a pro rata basis as a result of an expiration or amendment of the Underlying Instruments. Each of the options shall vest and become exercisable at the rate of 25% of the total number of shares on the twelve (12) month anniversary of the Effective Date and 1/16 of the total number of shares each quarter thereafter on each quarterly anniversary of the Effective Date, however, no option shall be exercisable prior to the exercise of the Underlying Instruments. The options shall have a four (4) year term from each of the respective vesting dates. The option grant requires stockholder approval of an increase in the number of shares authorized to be issued pursuant to the Company's equity incentive plan. Pursuant to ASC 718, the options are not deemed to be granted until stockholder approval is obtained. As of December 31, 2016, the Company had not obtained stockholder approval and, accordingly, (i) the options are not considered outstanding as of December 31, 2016 and (ii) the Company accrued approximately $152,000 and $55,000 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued issuable equity on the consolidated balance sheet as of December 31, 2016 and 2015, respectively.

In addition, Mr. Calise will receive a signing bonus consisting of (i) 220,588 shares of the Company's Common Stock valued at $75,000 and (ii) a $25,000 cash payment. Within thirty (30) days of Mr. Calise's acceptance of this position, Mr. Calise and the Board of the Directors will mutually set the Key Performance Indicators ("KPIs") for Mr. Calise's annual performance bonus. Mr. Calise will be initially eligible to receive an annual performance bonus in the amount of $100,000. Any entitled annual performance bonus shall be payable in January after the end of each year, and awarded for meeting the KPIs mutually set by Mr. Calise and the Board of Directors for the prior calendar year. Mr. Calise and the Board of Directors will meet at the beginning of each calendar year for set the KPIs and the annual bonus amount for that calendar year. Mr. Calise may receive an additional bonus in the form of cash and/or stock, at the discretion of the Board of Directors, or pursuant to one or more written plans adopted by the Board of Directors. Mr. Calise is entitled to paid time off of 20 days per annum. Upon termination by the Company other than for cause, death, disability, or if Mr. Calise resigns for good reason, Mr. Calise will be entitled to: (i) a lump sum payment equal to nine (9) months of salary, then in effect, (ii) a prorated annual performance bonus, (iii) reimbursement of COBRA premiums for a period of (12) months and (iv) (9) months of accelerated vesting with respect to Mr. Calise's then-outstanding equity awards. In addition to the preceding termination benefits, if Mr. Calise is terminated three months or less prior to, or upon, or within twelve months following a change of control, Mr. Calise will be entitled to accelerated vesting of then-outstanding equity awards ranging from an additional three months up to 100% acceleration of vesting. The Company and Mr. Calise expect to resolve the options and KPI bonus due to Mr. Calise pursuant to his employment agreement prior to the closing of the Registered Offering.

BUSINESS AGREEMENTS

On April 2, 2015, Nissan North America ("Nissan") notified the Company of the termination of the joint marketing agreement with the Company as a result of the Company's material default of the agreement in 2015. As a result, Nissan notified the Company of its intent to repossess the 31 uninstalled fast chargers currently held at a third party facility that had a carrying amount of $462,552 and was included within other assets and deferred revenue on the consolidated balance sheet as of December 31, 2014. The parties reached an agreement on July 23, 2015 that Nissan would take possession of 28 uninstalled fast chargers held at the third party facility, at which time the amount included within other assets and deferred revenue was written off.

On May 19, 2015, the Company entered into an agreement to purchase 15,000 chargers over three years pending: (i) the submission of a purchase order for 15,000 chargers to be delivered in a mutually agreed product delivery forecast, (ii) the payment of an initiation fee, as defined, (iii) sign off on a mutually agreed product schedule and (iv) a three year delivery forecast. The value of the chargers in the aggregate is in the range of $10.3 million to $16.5 million depending on model and ordering quantity of respective model. On June 26, 2015, the Company paid the initiation fee of $83,000 in full.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

TAXES

The Company has not filed its Federal and State corporate income tax returns for the years ended December 31, 2014 and 2015. The Company has sustained losses for the years ended December 31, 2014 and 2015. The Company has determined that no tax liability, other than required minimums, has been incurred.

The Company is also delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of the Company's products. The Company has accrued a $139,000 liability as of December 31, 2016 related to this matter.

The Company is currently delinquent in remitting approximately $244,000 of federal and state payroll taxes withheld from employees as of March 31, 2017.

LITIGATION AND DISPUTES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, who has not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. The parties have agreed on a single arbitrator and are working to schedule the arbitration. The Company contends that the product was not in accordance with the specifications in the purchase order and, as such, believes the claim is without merit. The parties have agreed on a single arbitrator. The arbitration hearing is currently scheduled for February 6, 2017 through February 8, 2017. The parties delayed the arbitration hearing until May 10. The parties began initial depositions in February and will continue into the first week of March. In parallel however, the parties had settlement discussions on February 28, 2017. As of March 27, 2016, a term-sheet with settlement features was offered by Car Charging to ITT in stock valued at $175,000. The amount of shares will be determined and priced on the day of closing of our contemplated public offering. For this, ITT would relinquish to Car Charging all of the remaining inventory of the EV charging cable assemblies originally valued at $737,425. Typical stock restrictions and/or stock bleed out agreements may be imposed affecting the final settlement figure.

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893. The Company may appeal the decision and/or offer stock and/or cash in exchange for the awarded judgment at a later date.

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options.

From time to time, the Company is a defendant or plaintiff in various legal actions that arise in the normal course of business.

350 GREEN, LLC

350 Green lawsuits relate solely to alleged pre-acquisition unpaid debts of 350 Green. Also, there are other unpaid creditors, aside from those noted above, that claim to be owed certain amounts for pre-acquisition work done on behalf of 350 Green solely, that potentially could file lawsuits at some point in the future.

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and CCGI in separate breach of contract counts and names all three entities together in an unjust enrichment claim. CCGI and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold CCGI or 350 Green liable for a contract to which they are not parties. As of December 31, 2016 and 2015, an amount of $112,500 is included in accounts payable of 350 Green. The parties held a mediation conference on May 15, 2015, but no settlement was reached. The Company settled with Sheetz in principal on February 10, 2017 with the formal documentation being signed on March 1, 2017. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action amongst 350 Green, 350 Holdings or the Company.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. The parties concluded their efforts to mediate a settlement before Magistrate Judge Kim without achieving a settlement. Settlement discussions are ongoing between the parties. The next status hearing on the matter is set for May 31, 2017.

On February 23, 2017, Blink entered into an Exclusive Electronic Vehicle Charging Services Agreement with Sheetz for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five year renewal unless written notice for the contrary is provided.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

LITIGATION AND DISPUTES – CONTINUED

OTHER MATTER

On May 12, 2016, the SEC filed a complaint with the United States District Court in the Central District of California wherein the SEC alleges that an attorney who previously served as securities counsel to the Company was involved in a fraudulent scheme to create and sell seven (7) public "shell" companies. The SEC's complaint indicates that one of the shell companies, New Image Concepts, Inc. ("NIC") was the subject of the Company's December 7, 2009 reverse merger, wherein following the merger, NIC was renamed Car Charging Group, Inc. The Company is not named as a defendant in the SEC's complaint and, based on internal review and discussions, there were and are no continuing affiliations between any employees, directors, or investors of the pre-merger shell company and the Company. The Company has determined that no current or past employees of the Company were involved with the former shell company and it does not expect any additional actions to be necessary with respect to this matter.

18. SUBSEQUENT EVENTS

RELATED PARTY

On February 7, 2017, a company in which the Company's Executive Chairman has a controlling interest purchased the following securities from a stockholder of the Company for $1,000,000: 142,852 shares of Common Stock, 114,491 shares of Series C Preferred Stock, warrants to purchase 524,604 shares of the Company's Common Stock, and all rights, claims, title, and interests in any securities of whatever kind or nature issued or issuable as a result of the stockholder's ownership of the Company's securities.

NON-CONVERTIBLE NOTES - RELATED PARTY

On February 10, 2017, the Company issued a promissory note in the principal $22,567, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 9, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium.

On February 14, 2017, the Company issued a promissory note in the principal $25,000, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 15, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium.

CONVERTIBLE NOTES

Issuances

On February 10, 2017, the Company received an additional advance of $225,100 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 6,431 shares of the Company's Common Stock.

On February 27, 2017, the Company received an additional advance of $300,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 8,571 shares of the Company's Common Stock.

On March 14, 2017, the Company received an additional advance of $250,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 7,143 shares of the Company's Common Stock.

On March 24, 2017, the Company received an additional advance of $30,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 857 shares of the Company's Common Stock.

On April 5, 2017, the Company received an additional advance of $400,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 11,429 shares of the Company's Common Stock.

Amendment

With respect to the securities and purchase agreement dated October 7, 2016, on March 23, 2017, the parties agreed to amend the terms of the securities and purchase agreement and promissory note as follows:

The maturity date of the note is the earlier of May 15, 2017 or third business day after the closing of the Public Offering.

With respect to the Origination Shares, on the fifth (5th) trading day after the pricing of the Public Offering, but in no event later than May 15, 2017, or, if the Listing Approval End Date is February 28, 2017, in no event later than March 31, 2017, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Public Offering, or (iv) 80% of the unit price offering price of the Public Offering (if applicable), or (v) the exercise price of any warrants issued in the Public Offering. In the event that the Public Offering is not completed before May 15, 2017, so long as purchaser owns any of the Origination Shares at the time of a subsequent

public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same above pricing terms (such that the Origination Shares issuance price would be reduced and the number of Origination Shares issued would be increased to equal the Origination Dollar Amount). Unless otherwise agreed by both parties, at no time will the Company issue to the purchaser such number of Origination Shares that would result in the purchaser owning more than 9.99% of the number of shares of Common Stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares.

18. SUBSEQUENT EVENTS – CONTINUED

CONVERTIBLE NOTES - CONTINUED

Amendment - Continued

The purchaser conditionally waives the defaults for the Company's failure to meet the original maturity date of the note and delivery date for the Origination Shares, but the purchaser does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the purchaser's conditional waiver is conditioned on the Company's not being in default of and not breaching any term of the note or the securities purchase agreement or any other Transaction Documents (as defined in the securities purchase agreement) at any time subsequent to the date of the amendment. If the Company triggers an event of default or breaches any term of the note, the securities purchase agreement, or the Transaction Documents at any time subsequent to the date of the amendment, the purchaser may issue a notice of default for the Company's failure to meet the original maturity date of the note and delivery date of the Origination Shares.

Release of Liability

On March 24, 2017, the Company was released from a $23,927 liability pursuant to a professional service agreement, such that it recognized a gain on forgiveness of accounts payable of $23,928 during the three months ended March 31, 2017.

REVERSE STOCK SPLIT

A 1:50 reverse stock split of the Company's common stock will be effected in connection with the pricing of the Company's offering discussed in the registration statement of which these financial statements are a part (the "Reverse Stock Split"). With the exception of the securities that are not affected by the Reverse Stock Split, all share and per share information has been retroactively adjusted to give effect to the Reverse Stock Split for all periods presented, unless otherwise indicated.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Balance Sheets

	March 31, 2017 (unaudited)	December 31, 2016
Assets		
Current Assets:		
Cash	$ 2,988	$ 5,898
Accounts receivable and other receivables, net	170,186	128,315
Inventory, net	310,639	394,825
Prepaid expenses and other current assets	94,893	84,631
Total Current Assets	578,706	613,669
Fixed assets, net	637,211	755,682
Intangible assets, net	113,903	116,482
Deferred public offering costs	617,437	335,475
Other assets	59,133	89,573
Total Assets	$ 2,006,390	$ 1,910,881
Liabilities and Stockholders' Deficiency		
Current Liabilities:		
Accounts payable	$ 3,864,105	$ 3,500,267
Accounts payable [1]	3,728,193	3,728,193
Current portion of accrued expenses	6,987,808	7,955,976
Accrued expenses [1]	5,969	5,969
Current portion of accrued public information fee	-	3,005,277
Derivative liabilities	2,338,790	1,583,103
Convertible notes payable, net of debt discount of $671,977 and $501,981 as of March 31, 2017 and December 31, 2016, respectively	1,253,674	581,274
Convertible notes payable - related party	542,567	495,000
Notes payable	342,781	342,781
Current portion of deferred revenue	504,077	600,700
Total Current Liabilities	19,567,964	21,798,540
Accrued expenses, net of current portion	3,150,212	-
Accrued public information fee, net of current portion	3,005,277	-
Deferred revenue, net of current portion	86,762	99,495
Total Liabilities	25,810,215	21,898,035
Series B Convertible Preferred Stock, 10,000 shares designated, 8,250 shares issued and outstanding as of March 31, 2017 and December 2016	825,000	825,000
Commitments and contingencies		
Stockholders' Deficiency:		
Preferred stock, $0.001 par value, 40,000,000 shares authorized;		
Series A Convertible Preferred Stock, 20,000,000 shares designated, 11,000,000 shares issued and outstanding as of March 31, 2017 and December 31, 2016	11,000	11,000
Series C Convertible Preferred Stock, 250,000 shares designated, 150,426 shares issued and outstanding as of March 31, 2017 and December 31, 2016	150	150
Common Stock, $0.001 par value, 500,000,000 shares authorized, 1,609,530 shares issued and outstanding as of March 31, 2017 and December 31, 2016	1,610	1,610
Additional paid-in capital	63,359,243	64,078,182
Accumulated deficit	(84,169,514)	(81,071,782)
Total Car Charging Group Inc. - Stockholders' Deficiency	(20,797,511)	(16,980,840)
Non-controlling interest [1]	(3,831,314)	(3,831,314)
Total Stockholder's Deficiency	(24,628,825)	(20,812,154)
Total Liabilities and Stockholders' Deficiency	$ 2,006,390	$ 1,910,881

[1] - Related to 350 Green, which became a variable interest entity of the Company on April 17, 2014.

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Operations

(unaudited)

	For The Three Months Ended March 31,	
	2017	**2016**
Revenues:		
Charging service revenue - company-owned charging stations	$ 267,874	$ 292,743
Product sales	153,587	290,205
Grant and rebate revenue	32,810	99,780
Warranty revenue	34,849	20,025
Network fees	49,238	43,119
Other	57,262	94,265
Total Revenues	595,620	840,137
Cost of Revenues:		
Cost of charging services - company-owned charging stations	26,563	51,978
Host provider fees	54,447	111,790
Cost of product sales	78,512	153,786
Network costs	141,584	156,001
Warranty and repairs and maintenance	19,148	71,116
Depreciation and amortization	112,153	202,104
Total Cost of Revenues	432,407	746,775
Gross Profit	163,213	93,362
Operating Expenses:		
Compensation	997,357	1,463,779
Other operating expenses	242,941	344,803
General and administrative expenses	313,708	268,904
Lease termination costs	300,000	-
Total Operating Expenses	1,854,006	2,077,486
Loss From Operations	(1,690,793)	(1,984,124)
Other (Expense) Income:		
Interest expense	(140,661)	(35,238)
Amortization of discount on convertible debt	(614,901)	-
Gain on settlement of accounts payable	23,928	-
Loss on settlement reserve	(175,000)	-
Change in fair value of warrant liabilities	(464,289)	(2,014,408)
Loss on disposal of fixed assets	-	(2,831)
Investor warrant expense	-	(5,827)
Non-compliance penalty for delinquent regular SEC filings	-	(220,864)
Non-compliance penalty for SEC registration requirement	(36,016)	(137,500)
Total Other Expense	(1,406,939)	(2,416,668)
Net Loss	(3,097,732)	(4,400,792)
Dividend attributable to Series C shareholders	(754,900)	(318,400)
Net Loss Attributable to Common Shareholders	$ (3,852,632)	$ (4,719,192)
Net Loss Per Share		
- Basic and Diluted	$ (2.39)	$ (2.96)
Weighted Average Number of Shares of Common Stock Outstanding		
- Basic and Diluted	1,609,530	1,591,691

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Changes in Stockholders' Deficiency
For the Three Months Ended March 31, 2017

(unaudited)

	Convertible Preferred-A		Convertible Preferred-C		Common Stock		Additional Paid-In	Accumulated	Non Controlling Interest	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit	Deficiency
Balance - December 31, 2016	11,000,000	$ 11,000	150,426	$ 150	1,609,530	$ 1,610	$64,078,182	$ (81,071,782)	$ (3,831,314)	$ (20,812,154)
Stock-based compensation	-	-	-	-	-	-	35,961	-	-	35,961
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
Series C convertible preferred stock dividends:										
Accrual of dividends earned	-	-	-	-	-	-	(754,900)	-	-	(754,900)
	-	-	-	-	-	-	-	-	-	-
Net loss	-	-	-	-	-	-	-	(3,097,732)	-	(3,097,732)
Balance - March 31, 2017	11,000,000	$ 11,000	150,426	$ 150	1,609,530	$ 1,610	$63,359,243	$ (84,169,514)	$ (3,831,314)	$ (24,628,825)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows

(unaudited)

	For The Three Months Ended March 31,	
	2017	**2016**
Cash Flows From Operating Activities		
Net loss	$ (3,097,732)	$ (4,400,792)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	123,131	218,041
Accretion of interest expense	75,872	-
Amortization of discount on convertible debt	614,901	-
Change in fair value of warrant liabilities	464,289	2,014,408
Provision for bad debt	19,848	33,754
Loss on disposal of fixed assets	-	2,831
Gain on settlement of accounts payable	(23,928)	-
Non-compliance penalty for delinquent regular SEC filings	-	220,864
Non-compliance penalty for SEC registration requirement	36,016	137,500
Non-cash compensation:		
Convertible preferred stock	-	131,967
Common Stock	60,000	107,853
Options	107,248	315,599
Warrants	-	5,827
Changes in operating assets and liabilities:		
Accounts receivable and other receivables	(61,719)	(70,574)
Inventory	82,311	148,706
Prepaid expenses and other current assets	(10,262)	155,573
Other assets	30,440	37,965
Accounts payable and accrued expenses	905,806	376,284
Deferred revenue	(109,356)	(258,843)
Total Adjustments	2,314,597	3,577,755
Net Cash Used in Operating Activities	(783,135)	(823,037)
Cash Flows From Investing Activities		
Purchase of fixed assets	(206)	(5,836)
Net Cash Used In Investing Activities	(206)	(5,836)
Cash Flows From Financing Activities		
Proceeds from sale of shares of Series C Convertible		
Preferred stock and warrants	-	900,000
Payments of future public offering costs	(24,720)	(45,000)
Payments of debt issuance costs	(39,000)	-
Bank overdrafts, net	(4,912)	-
Proceeds from issuance of convertible note payable	805,100	-
Proceeds from issuance of notes payable to a related party	47,567	-
Repayment of notes and convertible notes payable	(3,604)	(23,434)
Net Cash Provided by Financing Activities	780,431	831,566
Net (Decrease) Increase In Cash	(2,910)	2,693
Cash - Beginning of Period	5,898	189,231
Cash - Ending of Period	$ 2,988	$ 191,924

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows — Continued

(unaudited)

	For The Three Months Ended March 31,	
	2017	**2016**
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the years for:		
Interest expense	$ 44	$ 131
Non-cash investing and financing activities:		
Return and retirement of Common Stock in connection with settlement	$ -	$ 45,000
Issuance of Common Stock for services previously accrued	$ -	$ 20,991
Accrual of contractual dividends on Series C Convertible Preferred Stock	$ 754,900	$ 318,400
Issuance of Series C Convertible Preferred Stock in satisfaction of contractual dividends	$ -	$ (611,600)
Transfer of inventory to fixed assets	$ 1,875	$ -
Warrants issued as debt discount in connection with issuances of notes payable	$ 4,479	$ -
Accrual of deferred public offering costs	$ 257,242	$ -

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(UNAUDITED)

1. BUSINESS ORGANIZATION AND NATURE OF OPERATIONS

Car Charging Group, Inc. ("CCGI") was incorporated on October 3, 2006 under the laws of the State of Nevada as New Image Concepts, Inc. On December 7, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

CCGI, through its wholly-owned subsidiaries (collectively, the "Company" or "Car Charging"), acquires and installs electric vehicle ("EV") charging stations and shares servicing fees received from customers that use the charging stations with the property owner(s), on a property by property basis. In addition, the Company sells hardware and enters into individual arrangements for this purpose with various property owners, which may include municipalities, garage operators, hospitals, multi-family properties, shopping malls and facility owner/operators.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and disclosures required by U.S. GAAP for annual financial statements. In the opinion of management, such statements include all adjustments (consisting only of normal recurring items) which are considered necessary for a fair presentation of the condensed consolidated financial statements of the Company as of March 31, 2017 and for the three months then ended. The results of operations for the three months ended March 31, 2017 are not necessarily indicative of the operating results for the full year ending December 31, 2017 or any other period. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related disclosures of the Company as of December 31, 2016 and for the year then ended, which were filed with the Securities and Exchange Commission ("SEC") on Form 10-K on April 14, 2017 .

2. GOING CONCERN AND MANAGEMENT'S PLANS

As of March 31, 2017 , the Company had a cash balance, a working capital deficiency and an accumulated deficit of $2,988, $18,989,258 and $84,169,514, respectively. During the three months ended March 31, 2017, the Company incurred a net loss of $3,097,732. These conditions raise substantial doubt about the Company's ability to continue as a going concern within a year after the issuance date of this filing.

Since inception, the Company's operations have primarily been funded through proceeds received in equity and debt financings. Although management believes that the Company has access to capital resources, there are currently no commitments in place for new financing at this time, except as described below, and there is no assurance that the Company will be able to obtain funds on commercially acceptable terms, if at all. There is also no assurance that the amount of funds the Company might raise will enable the Company to complete its development initiatives or attain profitable operations. If the Company is unable to obtain additional financing on a timely basis, it may have to curtail its development, marketing and promotional activities, which would have a material adverse effect on the Company's business, financial condition and results of operations, and ultimately the Company could be forced to discontinue its operations and liquidate.

The accompanying condensed consolidated financial statements have been prepared in conformity with U.S. GAAP, which contemplate continuation of the Company as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The condensed consolidated financial statements do not include any adjustment that might become necessary should the Company be unable to continue as a going concern.

Subsequent to March 31, 2017 , the Company received an aggregate of $695,000 associated with the issuance of a convertible note payable. In addition, pursuant to a convertible note, an additional $999,900 of funding could be released to the Company upon the completion of certain contractually defined milestones. See Note 5 – Notes Payable – Convertible and Other and Notes and Note 10 – Subsequent Events – Convertible Note for additional details. There can be no assurance that the Company will be successful in attaining the defined milestones. The Company is currently funding its operations on a month-to-month basis. While there can be no assurance that it will be successful, the Company is in active negotiations to raise additional capital.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The condensed consolidated financial statements include the accounts of CCGI and its wholly-owned subsidiaries, including Car Charging, Inc., Beam Charging LLC ("Beam"), EV Pass LLC ("EV Pass"), Blink Network LLC ("Blink") and Car Charging China Corp. ("Car Charging China"). All intercompany transactions and balances have been eliminated in consolidation.

Through April 16, 2014, 350 Green LLC ("350 Green") was a wholly-owned subsidiary of the Company in which the Company had full voting control and was therefore consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. The Company determined that it is the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in the Company's condensed consolidated financial statements.

USE OF ESTIMATES

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the financial statements. The Company's significant estimates used in these financial statements include, but are not limited to, stock-based compensation, accounts receivable reserves, warranty reserves, inventory valuations, the valuation allowance related to the Company's deferred tax assets, the carrying amount of intangible assets, estimates of future EV sales and the effects thereon, derivative liabilities and the recoverability and useful lives of long-lived assets. Certain of the Company's estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and could cause actual results to differ from those estimates.

ACCOUNTS RECEIVABLE

Accounts receivable are carried at their contractual amounts, less an estimate for uncollectible amounts. As of March 31, 2017, and December 31, 2016, there was an allowance for uncollectable amounts of $19,848 and $42,349, respectively. Management estimates the allowance for bad debts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Past due accounts are generally written off against the allowance for bad debts only after all collection attempts have been exhausted.

INVENTORIES

Inventory is comprised of electric charging stations and related parts, which are available for sale or for warranty requirements. Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out method. Inventory that is sold to third parties is included within cost of sales and inventory that is installed on the premises of participating owner/operator properties, where the Company retains ownership, is transferred to fixed assets at the carrying value of the inventory. The Company periodically reviews for slow-moving, excess or obsolete inventories. Products that are determined to be obsolete, if any, are written down to net realizable value. Based on the aforementioned periodic reviews, the Company recorded an inventory reserve for slow-moving, excess or obsolete inventories of $188,000 and $154,000 as of March 31, 2017 and December 31, 2016, respectively.

As of March 31, 2017, and December 31, 2016, the Company's inventory was comprised solely of finished goods and parts that are available for sale.

FIXED ASSETS

Fixed assets are stated at cost, net of accumulated depreciation and amortization which is recorded commencing at the in-service date using the straight-line method over the estimated useful lives of the assets. Accumulated depreciation and amortization as of March 31, 2017 and December 31, 2016 was $4,870,795 and $4,726,861, respectively.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

INTANGIBLE ASSETS

Intangible assets were acquired in conjunction with the acquisitions of Beam, EV Pass, and Blink during 2013 and were recorded at their fair value at such time. Trademarks are amortized on a straight-line basis over their useful life of ten years. Patents are amortized on a straight-line basis over the lives of the patent (twenty years or less), commencing when the patent is approved and placed in service on a straight-line basis. Accumulated amortization related to intangible assets as of March 31, 2017 and December 31, 2016 was $36,339 and $33,759, respectively.

DERIVATIVE FINANCIAL INSTRUMENTS

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the FASB ASC . The accounting treatment of derivative financial instruments requires that the Company record the conversion options and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

The Binomial Lattice Model was used to estimate the fair value of the warrants that are classified as derivative liabilities on the condensed consolidated balance sheets. The model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the weighted average life of the warrants.

SEQUENCING POLICY

Under ASC 815-40-35, the Company has adopted a sequencing policy whereby, in the event that reclassification of contracts from equity to assets or liabilities is necessary pursuant to ASC 815 due to the Company's inability to demonstrate it has sufficient authorized shares, shares will be allocated on the basis of the earliest issuance date of potentially dilutive instruments, with the earliest grants receiving the first allocation of shares.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820") which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

The carrying amounts of the Company's financial instruments , such as cash and cash equivalents, accounts receivable and accounts payable approximate fair values due to the short-term nature of these instruments. The carrying amount of the Company's notes payable approximates fair value because the effective yields on these obligations, which include contractual interest rates, taken together with other features such as concurrent issuance of warrants, are comparable to rates of returns for instruments of similar credit risk.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

REVENUE RECOGNITION

The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. Accordingly, when a customer completes use of a charging station, the service can be deemed rendered and revenue may be recognized based on the time duration of the session or kilowatt hours drawn during the session. Sales of EV stations are recognized upon shipment to the customer, free on board shipping point, or the point of customer acceptance.

Governmental grants and rebates pertaining to revenues and periodic expenses are recognized as income when the related revenue and/or periodic expense are recorded. Government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the related depreciation expense of the related asset over their useful lives.

For arrangements with multiple elements, which is comprised of (1) a charging unit, (2) installation of the charging unit, (3) maintenance and (4) network fees, revenue is recognized dependent upon whether vendor specific objective evidence ("VSOE") of fair value exists for separating each of the elements. The Company determined that VSOE exists for both the delivered and undelivered elements of the company's multiple-element arrangements. The Company limited their assessment of fair value to either (a) the price charged when the same element is sold separately or (b) the price established by management having the relevant authority.

CONCENTRATIONS

During the three months ended March 31, 2017 and 2016, revenues generated from Entity C represented approximately 10% and 13%, respectively, of the Company's total revenue. During the three months ended March 31, 2017, revenues generated from Entity D represented approximately 16% of the Company's total revenue. The Company generated charging service revenues from a customer (Entity C) and equipment sales revenue from a customer (Entity D). As of March 31, 2017, and December 31, 2016, accounts receivable from Entity C were 11% and 18%, respectively, of total accounts receivable.

RECLASSIFICATIONS

Certain prior year balances have been reclassified in order to conform to current year presentation. These reclassifications have no effect on previously reported results of operations or loss per share.

STOCK-BASED COMPENSATION

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is measured on the measurement date and re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Awards granted to non-employee directors for their service as a director are treated on the same basis as awards granted to employees. The Company computes the fair value of equity-classified warrants and options granted using the Black-Scholes option pricing model.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

NET LOSS PER COMMON SHARE

Basic net loss per common share is computed by dividing net loss by the weighted average number of vested shares of Common Stock outstanding during the period. Diluted net loss per share of Common Stock is computed by dividing net loss by the weighted average number vested of shares of Common Stock, plus the net impact of shares of Common Stock (computed using the treasury stock method), if dilutive, resulting from the exercise of outstanding stock options and warrants, plus the conversion of preferred stock and convertible notes.

The following Common Stock equivalents are excluded from the calculation of weighted average dilutive shares of Common Stock because their inclusion would have been anti-dilutive:

	March 31,	
	2017	2016
Preferred stock	1,065,289	1,012,710
Warrants	1,118,018	1,157,624
Options	148,233	154,000
Convertible notes	17,002	1,020
Total potentially dilutive shares	2,348,542	2,325,354

COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

LITIGATION AND DISPUTES

The Company records legal costs associated with loss contingencies as incurred and accrues for all probable and estimable settlements.

4. ACCRUED EXPENSES

SUMMARY

Accrued expenses consist of the following:

	March 31, 2017	December 31, 2016
	(unaudited)	
Registration rights penalty	$ 1,003,944	$ 967,928
Accrued consulting fees	181,800	184,800
Accrued host fees	1,395,650	1,308,897
Accrued professional, board and other fees	1,447,629	1,381,399
Accrued wages	230,000	241,466
Accrued commissions	500,000	445,000
Warranty payable	333,000	338,000
Accrued taxes payable	556,687	511,902
Accrued payroll taxes payable	246,818	122,069
Warrants payable	202,980	155,412
Accrued issuable equity	1,306,862	862,377
Accrued interest expense	338,582	273,838
Accrued lease termination costs	300,000	-
Accrued settlement reserve costs	175,000	-
Dividend payable	1,905,000	1,150,100
Other accrued expenses	14,068	12,788
Total accrued expenses	$ 10,138,020	$ 7,955,976
Accrued expenses, net of current portion	3,150,212	-
Current portion of accrued expenses	$ 6,987,808	$ 7,955,976

4. ACCRUED EXPENSES - CONTINUED

REGISTRATION RIGHTS PENALTY

In connection with the sale of the Company's Series C Convertible Preferred Stock, the Company granted the purchasers certain registration rights. On November 7, 2016, the Company filed a registration statement under the Securities Act of 1933 but, as of March 31, 2017, the registration statement had not been declared effective by the SEC. The registration rights agreements entered into with the Series C Convertible Preferred Stock purchasers provide that the Company has to pay liquidated damages equal to 1% of all Series C subscription amounts received on the date the Series C resale registration statement was due to be filed pursuant to such registration rights agreements. The Company is required to pay such penalty each month thereafter until the resale registration statement is filed and once filed the Company has 30 days for the registration statement to be deemed effective otherwise the penalty resumes each month until the terms are met . The maximum liquidated damages amount is 10% of all Series C subscription amounts received. Failure to pay such liquidated damages results in interest on such damages at a rate of 18% per annum becoming due. As a result, the Company accrued $1,003,944 and $967,928 of Series C Convertible Preferred Stock registration rights damages at March 31, 2017 and December 31, 2016, respectively. Subsequent to March 31, 2017, the Company issued Series C Convertible Preferred Stock in satisfaction of the liability. See Note 10 – Subsequent Events - Series C Convertible Preferred Stock for additional details.

ACCRUED PROFESSIONAL, BOARD AND OTHER FEES

Accrued professional, board and other fees consist of investment banking fees, professional fees, bonuses, board of director fees, network fees, installation costs and other miscellaneous fees. As of March 31, 2017 and December 31, 2016, accrued investment banking fees were $860,183, which were payable in cash.

ACCRUED COMMISSIONS

See Note 8 – Related Parties for additional details.

WARRANTY PAYABLE

The Company provides a limited product warranty against defects in materials and workmanship for its Blink residential and commercial chargers, ranging in length from one to two years. The Company accrues for estimated warranty costs at the time of revenue recognition and records the expense of such accrued liabilities as a component of cost of sales. Estimated warranty costs are based on historical product data and anticipated future costs. Should actual failure rates differ significantly from estimates, the impact of these unforeseen costs would be recorded as a change in estimate in the period identified. Warranty expenses for the three months ended March 31, 2017 and 2016 were $19,147 and $71,116, respectively.

ACCRUED ISSUABLE EQUITY

In connection with the issuance of a convertible note payable in 2016, the Company is obligated to issue to the purchaser shares of Common Stock equal to 48% of the consideration paid by the purchaser. The Company must issue such shares on the earlier of (i) the fifth (5th) trading day after the pricing of the Public Offering and (ii) May 15, 2017. As of March 31, 2017, the purchaser paid aggregate consideration of $1,805,100 to the Company but the Company had not yet issued the Common Stock to the purchaser. As a result, the Company accrued the $866,448 obligation. See Note 5 – Notes Payable – Convertible and Other Notes for additional details.

Subsequent to March 31, 2017, the Company issued 11,503 shares of Common Stock in satisfaction of $230,000 of the liability. See Note 10 – Subsequent Events - Common Stock for additional details.

RELEASE OF LIABILITY

On March 24, 2017, the Company was released from a $23,928 liability pursuant to a professional service agreement, such that it recognized a gain on forgiveness of accounts payable of $23,928 during the three months ended March 31, 2017.

ACCRUED LEASE TERMINATION COSTS

See Note 9 – Commitments and Contingencies – Operating Lease for additional details.

5. NOTES PAYABLE

CONVERTIBLE AND OTHER NOTES

Amendment of Promissory Note

With respect to the securities and purchase agreement dated October 7, 2016, on March 23, 2017, the parties agreed to amend the terms of the securities and purchase agreement and promissory note as follows:

The maturity date of the note is the earlier of May 15, 2017 or third business day after the closing of the Public Offering. Subsequent to March 31, 2017, the maturity date was extended to the earlier of June 15, 2017 or the third business day after the closing of the Public Offering. See Note 10 – Subsequent Events – Convertible Notes for additional details.

With respect to the Origination Shares, on the fifth (5th) trading day after the pricing of the Public Offering, but in no event later than May 15, 2017, or, if the Listing Approval End Date is February 28, 2017, in no event later than March 31, 2017, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Public Offering, or (iv) 80% of the unit price offering price of the Public Offering (if applicable), or (v) the exercise price of any warrants issued in the Public Offering. In the event that the Public Offering is not completed before May 15, 2017, so long as purchaser owns any of the Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same above pricing terms (such that the Origination Shares issuance price would be reduced and the number of Origination Shares issued would be increased to equal the Origination Dollar Amount). Unless otherwise agreed by both parties, at no time will the Company issue to the purchaser such number of Origination Shares that would result in the purchaser owning more than 9.99% of the number of shares of Common Stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares.

The purchaser conditionally waives the defaults for the Company's failure to meet the original maturity date of the note and delivery date for the Origination Shares, but the purchaser does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the purchaser's conditional waiver is conditioned on the Company's not being in default of and not breaching any term of the note or the securities purchase agreement or any other Transaction Documents (as defined in the securities purchase agreement) at any time subsequent to the date of the amendment. If the Company triggers an event of default or breaches any term of the note, the securities purchase agreement, or the Transaction Documents at any time subsequent to the date of the amendment, the purchaser may issue a notice of default for the Company's failure to meet the original maturity date of the note and delivery date of the Origination Shares.

Issuances

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017, during the three months ended March 31, 2017, the Company received additional advances of an aggregate of $805,100 under the note, such that, as of March 31, 2017, an aggregate of $1,805,100 had been advanced to the Company by the purchaser. Pursuant to the terms of the securities purchase agreement, the Company is required to repay an aggregate of $856,856 to the purchaser in connection with the advances received during the three months ended March 31, 2017. The $51,756 difference between the principal amount and the cash received was recorded as debt discount and is being accreted to interest expense over the term of the note.

Pursuant to the terms of the note, during the three months ended March 31, 2017, the Company issued five-year warrants to purchase an aggregate of 23,003 shares of the Company's Common Stock with an issuance date fair value of an aggregate of $44,795, which was recorded as a derivative liability. The aggregate exercise price of the warrants is $805,100. As of March 31, 2017, the Company had not issued the Origination Shares (as defined in the securities purchase agreement) associated with the advances to-date and, as a result, accrued for the $866,448 obligation as of March 31, 2017. See Note 4 – Accrued Expenses – Accrued Issuable Equity. The conversion option of the note was determined to be a derivative liability. The aggregate issuance date fair value of the warrants, Origination Shares, conversion option, placement agent fees and other issuance costs in connection with the advances during the three months ended March 31, 2017 was $819,868, which was recorded as a debt discount against the principal amount of the note. The $18,213 of debt discount in excess of the principal was recognized immediately and the remaining $801,655 of debt discount is being recognized over the term of the note.

During the three months ended March 31, 2017 , the Company made aggregate principal repayments of $3,604 associated with a non-convertible note payable.

5. NOTES PAYABLE - CONTINUED

CONVERTIBLE AND OTHER NOTES - RELATED PARTY

As of the date of filing, convertible notes payable to a company wholly-owned by the Company's Executive Chairman of the Board of Directors with an aggregate principal amount of $495,000 were outstanding and were past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes. On November 14, 2016, the Company received notices of default with respect to notes payable to a company wholly-owned by the Executive Chairman with an aggregate principal balance of $410,000 which included demands for payment of the outstanding principal and interest within seven days. As of the date of filing there have been no further developments in respect to the demand for payment on these notes payable.

On February 10, 2017, the Company issued a promissory note in the principal amount of $22,567, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 9, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

On February 14, 2017, the Company issued a promissory note in the principal amount of $25,000, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 15, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

INTEREST EXPENSE

Interest expense for the three months ended March 31, 2017 and 2016 was $140,661 and $35,238, respectively.

6. FAIR VALUE MEASUREMENT

See Note 4 – Accrued Expenses – Warrants Payable for additional details associated with issuance costs which included an obligation to issue investment banker warrants. See Note 5 – Notes Payable – Convertible and Other Notes for warrants classified as derivative liabilities that were issued in connection with a convertible note.

Assumptions utilized in the valuation of Level 3 liabilities are described as follows:

	For the Three Months Ended March 31,	
	2017	2016
Risk-free interest rate	1.47 - 1.50 %	0.87% - 1.16 %
Expected term (years)	1.53 - 5.00	2.53 - 4.28
Expected volatility	149% - 155 %	114% - 119 %
Expected dividend yield	0.00%	0.00%

The following table sets forth a summary of the changes in the fair value of Level 3 warrant liabilities that are measured at fair value on a recurring basis:

Derivative Liabilities	
Beginning balance as of January 1, 2017	$ 1,583,103
Issuance of warrants	334,487
Change in fair value of derivative liability	421,200
Ending balance as of March 31, 2017	$ 2,338,790
Warrants Payable	
Beginning balance as of January 1, 2017	$ 155,412
Provision for new warrant issuances	-
Accrual of other warrant obligations	4,479
Change in fair value of warrants payable	42,486
Ending balance as of March 31, 2017	$ 202,377

Assets and liabilities measured at fair value on a recurring or nonrecurring basis are as follows:

	March 31 , 2017			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 2,338,790	$ 2,338,790
Warrants Payable	-	-	202,377	202,377
Total liabilities	$ -	$ -	$ 2,541,167	$ 2,541,167

	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 1,583,103	$ 1,583,103
Warrants payable	-	-	155,412	155,412
Total liabilities	$ -	$ -	$ 1,738,515	$ 1,738,515

7. STOCKHOLDERS' DEFICIENCY

PREFERRED STOCK

SERIES A CONVERTIBLE PREFERRED STOCK

The Series A Convertible Preferred Stock shall have no liquidation preference so long as the Series C Convertible Preferred Stock shall be outstanding.

SERIES B CONVERTIBLE PREFERRED STOCK

On December 31, 2016, the Company received a notice of redemption from the creditors committee of the ECOtality estate to redeem 2,750 shares of Series B Convertible Preferred Stock for $275,000. As of March 31, 2017, the redemption amount remained outstanding. The Company has the option to settle the redemption request either by the repayment in cash or by the issuance of shares of Common Stock.

As of March 31, 2017 , the liquidation preference for the Series B Convertible Preferred Stock amounted to $825,000.

SERIES C CONVERTIBLE PREFERRED STOCK

As of March 31, 2017, and December 31, 2016, the Company recorded a dividend payable liability on the shares of Series C Convertible Preferred Stock of $1,905,000 and $1,150,100, respectively. See Note 4 – Accrued Expenses. Subsequent to March 31, 2017, the Company issued Series C Convertible Preferred Stock in satisfaction of the liability. See Note 10 – Subsequent Events - Series C Convertible Preferred Stock for additional details.

In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends, which, as of March 31, 2017, was equal to $16,947,600.

NON-CONTROLLING INTERESTS

350 Green is not owned by the Company but is deemed to be a VIE where the entirety of its results of operations are consolidated in the Company's financial statements.

STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense related to preferred stock, Common Stock, stock options and warrants for the three months ended March 31, 2017 and 2016 of $167,248 and $561,246, respectively, which is included within compensation expense on the condensed consolidated statement of operations. As of March 31, 2017, there was $30,947 of unrecognized stock-based compensation expense that will be recognized over the weighted average remaining vesting period of 0.25 years.

8. RELATED PARTIES

See Note 5 - Notes Payable – Convertible and Other Notes – Related Party.

A company owned by its Executive Chairman, such company is referred to as "FGI", and the Company's Chief Operating Officer ("COO") have made certain claims for historical unpaid compensation pursuant to their Fee/Commission Agreements with the Company. During November 2016, the Company's Board of Directors quantified the total claims to be approximately $475,000 for each party and, upon further analysis, determined the Company's reasonable estimate of the aggregate liability is $500,000 (estimated as $375,000 payable in cash and $125,000 payable in stock options). The Company's Board of Directors continues to investigate this claim, but has not reached any conclusions or new estimates of the aggregate liability. The estimated aggregate liability of $500,000 was accrued and is included within accrued expenses on the condensed balance sheet as of March 31, 2017. See Note 4 – Accrued Expenses.

In addition, FGI has made a claim that expired warrants to purchase an aggregate of 114,667 shares of Common Stock should be replaced pursuant to an agreement with the Company. As of March 31, 2017, the fair value of the warrant claim is estimated to be approximately $686,000. The Company's Board of Directors is currently investigating this claim, but at this time, the range of possible settlement amounts ranges from $0 to $686,000, with no amount being more likely than another amount. Accordingly, the Company has not made any accrual for a settlement of this claim as of March 31, 2017.

On February 7, 2017, a company in which the Company's Executive Chairman has a controlling interest purchased the following securities from a stockholder of the Company for $1,000,000: 142,857 shares of Common Stock, 114,491 shares of Series C Preferred Stock, warrants to purchase 524,604 shares of the Company's Common Stock, and all rights, claims, title, and interests in any securities of whatever kind or nature issued or issuable as a result of the stockholder's ownership of the Company's securities.

9. COMMITMENTS AND CONTINGENCIES

OPERATING LEASE

On February 28, 2017, the Company vacated the Phoenix, Arizona space and has no further obligation in connection with the sublease.

Total rent expense, net of sublease income, for the three months ended March 31, 2017 and 2016 was $56,548 and $79,871, respectively, and is recorded in other operating expenses on the condensed consolidated statements of operations .

On March 20, 2017, in connection with the Company's Miami Beach, Florida lease, the Company's landlord filed a complaint for eviction with the Miami-Dade County Court against the Company as a result of the Company's default under the lease for failing to pay rent, operating expenses and sales taxes of approximately $175,000, which represents the Company's obligations under the lease through March 31, 2017, which was accrued for as of March 31, 2017. As a result of the action taken by the landlord, as of March 31, 2017, the Company accrued an additional $300,000, which represents the fair value of the Company's rent obligation through the end of the lease.

TAXES

The Company has not filed its Federal and State corporate income tax returns for the years ended December 31, 2014 and 2015. The Company has sustained losses for the years ended December 31, 2014 and 2015. The Company has determined that no tax liability, other than required minimums, has been incurred.

The Company is also delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of the Company's products. The Company has accrued an approximate $216,000 liability as of March 31, 2017 and December 31, 2016 related to this matter.

The Company is currently delinquent in remitting approximately $247,000 and $244,000 as of March 31, 2017 and December 31, 2016, respectively, of federal and state payroll taxes withheld from employees. On March 29, 2017, the Company sent a letter to the Internal Revenue Service ("IRS") notifying the IRS of its intention to resolve the delinquent taxes upon the receipt of additional working capital.

9. COMMITMENTS AND CONTINGENCIES – CONTINUED

LITIGATION AND DISPUTES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, which had not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. The Company contends that the product was not in accordance with the specifications in the purchase order and, as such, believes the claim is without merit. The parties have agreed on a single arbitrator. The arbitration hearing is currently scheduled for July 26, 2017 through July 28, 2017. The parties began initial depositions in February and will continue through the period leading to the arbitration hearing. In parallel however, the parties had settlement discussions on February 28, 2017. As of May 8, 2017, settlement agreement drafts have been exchanged between Blink, Car Charging and ITT reflecting stock valued at $200,000 and, as a result, the Company accrued for the liability as of March 31, 2017. The amount of shares will be determined and priced on the day of closing of our contemplated public offering. For this, ITT would relinquish to Car Charging all of the remaining inventory of the EV charging cable assemblies originally valued at $737,425. Typical stock restrictions and/or stock bleed out agreements may be imposed affecting the final settlement figure. On May 10, 2017, the parties had a case management conference in which they informed the arbitrator that they are attempting to settle the case.

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893. The Company may appeal the decision and/or offer stock and/or cash in exchange for the awarded judgment at a later date.

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. Subsequent to March 31, 2017, the Company issued 7,281 shares of Common Stock to Solomon Edwards Group, LLC in partial satisfaction of the past due amount, which amount is included in Note 10 – Subsequent Events –Common Stock.

From time to time, the Company is a defendant or plaintiff in various legal actions that arise in the normal course of business.

350 GREEN, LLC

350 Green lawsuits relate solely to alleged pre-acquisition unpaid debts of 350 Green. Also, there are other unpaid creditors, aside from those noted above, that claim to be owed certain amounts for pre-acquisition work done on behalf of 350 Green solely, that potentially could file lawsuits at some point in the future.

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and CCGI in separate breach of contract counts and names all three entities together in an unjust enrichment claim. CCGI and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold CCGI or 350 Green liable for a contract to which they are not parties. As of March 31, 2017 and December 31, 2016, an amount of $112,500 is included in accounts payable of 350 Green. The parties held a mediation conference on May 15, 2015, but no settlement was reached. The Company settled with Sheetz in principal on February 10, 2017 with the formal documentation being signed on March 1, 2017. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action amongst 350 Holdings or the Company.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. On April 28, 2017 , the parties concluded their efforts to mediate a settlement before Magistrate Judge Kim without achieving a settlement. Settlement discussions are ongoing between the parties. The next status hearing on the matter is set for May 31, 2017.

10. SUBSEQUENT EVENTS

CONVERTIBLE NOTES

Issuances

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017 and May 15, 2017, subsequent to March 31, 2017, the Company received additional advances of an aggregate of $695,000 under the note. Pursuant to the terms of the note, the Company issued warrants to purchase an aggregate of 19,857 shares of the Company's Common Stock with an aggregate exercise price of $695,000.

Amendment of Promissory Note

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017, on May 15, 2017, the parties agreed to amend the terms of the securities and purchase agreement and promissory note as follows:

The maturity date of the note is the earlier of June 15, 2017 or third business day after the closing of the Public Offering.

With respect to the Origination Shares, on the fifth (5th) trading day after the pricing of the Public Offering, but in no event later than June 15, 2017, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Public Offering, or (iv) 80% of the unit price offering price of the Public Offering (if applicable), or (v) the exercise price of any warrants issued in the Public Offering. In the event that the Public Offering is not completed before June 15, 2017, so long as purchaser owns any of the Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same above pricing terms (such that the Origination Shares issuance price would be reduced and the number of Origination Shares issued would be increased to equal the Origination Dollar Amount). Unless otherwise agreed by both parties, at no time will the Company issue to the purchaser such number of Origination Shares that would result in the purchaser owning more than 9.99% of the number of shares of Common Stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares.

The purchaser conditionally waives the defaults for the Company's failure to meet the original and previously amended maturity date of the note and delivery date for the Origination Shares, but the purchaser does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the purchaser's conditional waiver is conditioned on the Company's not being in default of and not breaching any term of the note or the securities purchase agreement or any other Transaction Documents (as defined in the securities purchase agreement) at any time subsequent to the date of the amendment. If the Company triggers an event of default or breaches any term of the note, the securities purchase agreement, or the Transaction Documents at any time subsequent to the date of the amendment, the purchaser may issue a notice of default for the Company's failure to meet the original maturity date of the note and delivery date of the Origination Shares.

SERIES C CONVERTIBLE PREFERRED STOCK

Subsequent to March 31, 2017, the Company issued an aggregate of 61,740 shares of Series C Convertible Preferred Stock in satisfaction of aggregate liabilities of approximately $6,200,000 associated with the Company's registration rights penalty, public information fee and Series C Convertible Preferred Stock dividends.

COMMON STOCK

Subsequent to March 31, 2017, the Company issued an aggregate of 21,166 shares of Common Stock in satisfaction of aggregate liabilities of $386,900 associated with certain professional and other consulting fee agreements.

EXCHANGE OF WARRANTS AND SERIES C CONVERTIBLE PREFERRED STOCK

Subsequent to March 31, 2017, the Company sent out letters to various holders of warrants and Series C Convertible Preferred Stock that contained an offer for the holder to (i) exchange their exiting warrants for Common Stock of the Company and (ii) exchange their existing Series C Preferred Shares for Common Stock of the Company. As of the date of filing, holders had agreed to (i) exchange warrants to purchase an aggregate of 45,700 shares of Common Stock for an aggregate of 45,700 shares of Common Stock (the "Warrant Exchange") and (ii) exchange an aggregate of 6,811 shares of Series C Convertible Preferred Stock for Common Stock based upon a formula defined in the agreement (the "Series C Preferred Shares Exchange"). The Warrant Exchange is effective immediately and the Series C Preferred Shares Exchange is effective upon closing of the Public Offering. The Series C Preferred Shares shall be exchanged for Common Stock using the following formula: the number of shares of Series C Convertible Preferred Stock owned multiplied by a factor of 115 and divided by 80% of the price per share of Common Stock sold in the Public Offering. The holders also agreed to not, without prior written consent of the underwriter, sell or otherwise transfer any shares of Common Stock or any securities convertible into Common Stock for a period of 270 days from the effective date of the Series C Preferred Shares Exchange. As of the date of filing, the Company had not issued the Common Stock in connection with Warrant Exchange.

LITIGATION AND DISPUTES

On June 13, 2017, Blink and ITT Cannon agreed to a settlement agreement in connection with the dispute discussed in Note 9 – Commitments and Contingencies – Litigation and Disputes. The parties agree as follows: (a) the Blink purchase order dated May 7, 2014 for 6,500 charging cables is

terminated, cancelled and voided; (b) three (3) business days following the closing date of a public offering of the Company's securities and listing of such securities on the Nasdaq Capital Market, the Company shall issue to ITT Cannon shares of the same class of the Company's securities with an aggregate value of $200,000; and (c) within seven (7) calendar days of the valid issuance of the shares in item (b) above, ITT Cannon shall ship and provide the remaining 6,500 charging cables to Blink and dismiss the arbitration without prejudice.

350 GREEN, LLC

On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities will be deconsolidated from the Company's financial statements.

OPERATING LEASE

On May 22, 2017, the Company entered into a lease for 11,457 square feet of office and warehouse space in Phoenix, Arizona beginning June 1, 2017 and ending July 31, 2019. Monthly lease payments range from approximately $6,300 to $6,600 (with the Company paying approximately $6,300 in total during the first three months of the lease) for a total of approximately $155,000 for the total term of the lease.

REVERSE STOCK SPLIT

A 1:50 reverse stock split of the Company's common stock will be effected in connection with the pricing of the Company's offering discussed in the registration statement of which these financial statements are a part (the "Reverse Stock Split"). With the exception of the securities that are not affected by the Reverse Stock Split, all share and per share information has been retroactively adjusted to give effect to the Reverse Stock Split for all periods presented, unless otherwise indicated.

2,162,162 Shares of Common Stock

Warrants to Purchase 2,162,162 Shares of Common Stock

PROSPECTUS

Joseph Gunnar & Co.

The date of this Prospectus is _____, 2017

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, to be paid by the Registrant in connection with the issuance and distribution of the Common Stock and warrants being registered. All amounts other than the SEC registration fees and FINRA fees are estimates.

	Amount to be Paid
SEC Registration Fees	$ 5,997.83
FINRA Fees	6,687.50
NASDAQ Capital Markets Listing Fee	*
Printing and Engraving Expenses	*
Legal Fees and Expenses	*
Accounting Fees and Expenses	*
Transfer Agent Fees	*
Miscellaneous	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers

Limitation of Liability and Indemnification of Officers and Directors

Nevada Law

Nevada Corporation Law limits or eliminates the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties as directors. Our bylaws include provisions that require the company to indemnify our directors or officers against monetary damages for actions taken as a director or officer of our Company. We are also expressly authorized to carry directors' and officers' insurance to protect our directors, officers, employees and agents for certain liabilities. Our articles of incorporation do not contain any limiting language regarding director immunity from liability.

The limitation of liability and indemnification provisions under the Nevada Corporation Law and our bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. However, these provisions do not limit or eliminate our rights, or those of any stockholder, to seek non-monetary relief such as injunction or rescission in the event of a breach of a director's fiduciary duties. Moreover, the provisions do not alter the liability of directors under the federal securities laws. In addition, your investment may be adversely affected to the extent that, in a class action or direct suit, we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Indemnification Agreements

We have entered into separate indemnification agreements with our directors and executive officers, in addition to indemnification provided for in our bylaws. These agreements, among other things, provide for indemnification of our directors and executive officers for certain expenses, judgments, fines and settlement amounts, among others, incurred by such person in any action or proceeding arising out of such person's services as a director or executive officer in any capacity. We believe that these provisions in our bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

The above description of the indemnification provisions of our bylaws and our indemnification agreements is not complete and is qualified in its entirety by reference to these documents, each of which is incorporated by reference as an exhibit to this prospectus.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our Company pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 15. Recent Sales of Unregistered Securities

The following sets forth information regarding all unregistered securities sold by us in transactions that were exempt from the requirements of the Securities Act in the last three years. Except where noted, all of the securities discussed in this Item 15 were all issued in reliance on the exemption under Section 4(a)(2) of the Securities Act.

2014

During the six months ended June 30, 2014, we issued options to employee members of the Board to purchase 2,500 shares of our Common Stock for attending Board meetings. The options, which vest in two years and expire in five years, were issued under our 2013 Omnibus Incentive Plan. The options have exercise prices ranging from $45.00 - $78.00. The stock price was determined based on the closing price on the respective dates of the grant.

In conjunction with the offer to exchange derivative liability warrants for non derivative liability warrants during the quarter ended June 30, 2014, 188,628 warrants were exchanged and 50,271 inducement warrants were issued.

On July 18, 2014, the Company issued an option to purchase 2,000 shares of the Company's Common Stock under the 2014 Omnibus Incentive Plan (the "2014 Plan") at $50.00 per share to an employee for services rendered which vest ratably over three years and expire five years from date of issuance. The fair value of the options was estimated at $55,890, which will be recognized over the service period.

On July 30, 2014, the Board appointed Donald Engel to the Board to fill a vacancy. In connection with his appointment, we and Mr. Engel entered into a Director Agreement whereby we agreed to issue Mr. Engel an option to purchase 6,000 shares of Common Stock at an exercise price of $50.00 per share.

On July 24, 2015, we entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Eventide for the purchase of an aggregate of $830,000. Pursuant to the Securities Purchase Agreement, we issued the following to Eventide: (i) 9,223 Series C Preferred Shares with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 26,378 shares of Common Stock for an exercise price of $50.00 per share.

On August 8, 2014, we issued warrants to purchase 14,284 shares of our Common Stock to the former members of Beam in full satisfaction of the warrant payable as of June 30, 2014.

On October 14, 2015, we entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Eventide for the purchase of an aggregate of $1,100,000. Pursuant to the Securities Purchase Agreement, the Company issued the following to Eventide: (i) 18,333 Series C Preferred Shares with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 52,380 shares of Common Stock for an exercise price of $50.00 per share.

On October 21, 2014, we issued 692 fully vested shares of Common Stock of the Company's Common Stock to members of the Board for attending the annual shareholders meeting value at $17,999 based on the market value of the stock on the date of the meeting.

On November 13, 2014, we issued a $200,000 note to an investor which is convertible into 8,000 shares of our Common Stock and 8,000 warrants at an exercise price of $52.50 per share. The note was due on January 14, 2015 with interest at 12% per annum. On February 20, 2015, we renegotiated the terms of the remaining unpaid $100,000 balance such that the due date extended to March 31, 2015. The investor received a five year warrant, which vests immediately, to purchase an additional 8,000 shares of our Common Stock at $50.00 per share.

On December 15, 2014, we issued a note to a company, for which our former CEO is the majority shareholder and an officer of the company, in the amount of $65,000, due on the six month anniversary date of the note with interest at 8% per annum. As of December 7, 2015, the Company had repaid the $65,000 principal amount.

In conjunction with the Securities Purchase Agreement of December 23, 2014, we issued the following to the purchaser: (i) 60,000 shares of Series C Preferred Shares convertible into 171,429 shares of our Common Stock, par value $0.05, (the "Common Stock"); and (ii) warrants (the "Warrants") to purchase an aggregate of 171,429 shares of Common Stock (the "Warrant Shares") for an exercise price of $50.00 per share.

On December 23, 2014, we issued 250 shares of Series C Convertible Preferred Shares convertible into 714 shares of Common Stock, with a value of $25,000, as compensation to purchasers for legal fees.

On December 23, 2014, in connection with the closing and as a condition to the closing of the Securities Purchase Agreement (the "Securities Purchase Agreement") with certain investors (the "Purchaser(s)") for an aggregate of $6,000,000 (the "Aggregate Subscription Amount"), Mr. Farkas' employment agreement was amended such that for such time as any of the Aggregate Subscription Amount is held in escrow, Mr. Farkas shall receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) shall be deferred; and (ii) must be determined by the compensation committee of the Company's Board to be fair and equitable. Additionally, beginning on the date that the Aggregate Subscription Amount is released from escrow and continuing for so long as the Series C Convertible Preferred Shares remain issued and outstanding, Mr. Farkas' salary shall only be paid in cash if doing so would not put the Company in a negative operating cash flow position

On December 28, 2014, we issued, to our CEO, a warrant to purchase 100 shares of our Common Stock at $20.00 per share. The warrants vest immediately and expire two years from date of issuance. The warrant was issued as a replacement of a warrant which had expired in accordance with the CEO's employment contract.

During the period of October 16, 2014 through June 11, 2015 we issued 476 fully vested shares under our 2014 Omnibus Incentive Plan at $50.50 per share to two principals of a consulting firm to provide strategic financial services.

During the period of October 1, 2014 through June 11, 2015, we issued warrants to purchase 5,877 shares of our Common Stock to the former members of Beam at prices ranging from $16.50 to $52.50 per share.

During the period of October 1, 2014 through June 11, 2015, we issued 3,001 fully vested shares of Common Stock at the closing market price on the date of the respective meeting and options to purchase 1,800 shares of our Common Stock at exercise prices ranging from $16.50 to $26.50 per share to members of the Board for attendance of Board meetings held during this time.

During the year ended December 31, 2014, the Company, in consideration of the amendment of certain warrants to remove the exercise price reset provision (the "Amended Warrants"), offered to issue a warrant to purchase a number of shares of Common Stock equal to 25%-27% of the number of shares underlying the amended warrant (the "Inducement Warrants"). The Inducement Warrants vest immediately, have a term of five years and an exercise price equal the fair market value of the Company's Common Stock on the date of issuance. As a result, during the year ended December 31, 2014, warrants to purchase an aggregate of 197,628 shares of Common Stock were amended to remove the exercise price reset provision which resulted in the reclassification of $4,345,355 from derivative liability to additional paid in capital, which fair value was recomputed on the date of amendment. The Amended Warrants had an aggregate fair value of $1,596,685 as of the date of amendment, which represented a reduction in fair value of $2,748,670. In addition, Inducement Warrants to purchase an aggregate of 52,521 shares of Common Stock were issued during the year ended December 31, 2014 and had an issuance date fair value of an aggregate of $382,753 which was recorded as inducement expense in the accompanying statement of operations for the year ended December 31, 2014.

During the year ended December 31, 2014, the Company issued four notes to the Company's former CEO totaling $135,000, due on the six-month anniversary date of the respective note with interest at 8% per annum. As of December 7, 2015, the Company had repaid $65,000 of the principal amount.

During the year ended December 31, 2014, the Company issued 1,100 shares of Series C Convertible Preferred Shares to Mr. Farkas in satisfaction of his unpaid salary.

During the year ended December 31, 2014, Messrs. Kinard, Farkas and Zwick were each awarded 410 shares of Common Stock for serving on the Board each valued on the date of grant at $9,000.

During the year ended December 31, 2014 , Messrs. Kinard, Zwick and Farkas were awarded 1,640, 4,000 and 4,200 options, respectively, under the Company's 2013 Omnibus Plan and valued on the date of grant at $59,211, $144,416 and $149,852, respectively. Messrs. Kinard, Farkas and Zwicks were awarded 1,100, 1,100 and 1,000 options, respectively, for serving on the Board and valued on the date of grant at $49,931, $49,931 and $44,731, respectively.

During the year ended December 31, 2014, Mr. Farkas was awarded warrants to purchase 100 shares of the Company's Common Stock which vested immediately and were valued at $568. The warrants were issued to replace warrants which had expired.

2015

On February 3, 2015, we issued 1,000 fully vested shares of our Common Stock to a consultant to advise us about corporate governance matters.

On February 20, 2015, we renegotiated the terms of the $200,000 convertible note such that the due date was extended to March 31, 2015. In connection with the extension, we issued the investor an immediately vested five-year warrant to purchase 8,000 shares of our Common Stock at an exercise price of $50.00 per share.

On February 10, 2015, we issued 408 shares of Series C Convertible Preferred Shares and on March 31, 2015, we issued the remaining 283 shares of Series C Convertible Preferred Shares. These issuances were made as a settlement payment of accrued registration rights.

On February 25, 2015, we entered into an agreement with certain investors in the October 2013 financing whereby the investors were issued warrants to purchase 66,735 shares of the Company's Common Stock at an exercise price of $35.00 per share which vested immediately, expire five years from the date of issuance and contain weighted average anti-dilution and fundamental transaction provisions, as defined.

On March 11, 2016, we entered into securities purchase agreements with two purchasers for proceeds of an aggregate of $3,000,000, of which, $750,000 was paid to us at closing and the remaining $2,250,000 was payable to us upon the completion of certain milestones, as specified in the agreement. Based on the Company's achievement of certain of the milestones prior to the June 24, 2016 deadline, the Company received a final aggregate of $1,367,120 and issued a total of (i) 22,786 shares of Series C Convertible Preferred Shares, and (ii) five-year warrants to purchase an aggregate of 65,101 shares of Common Stock for an exercise price of $50.00 per share.

On March 24, 2015, we entered into an employment agreement with Mr. Ira Feintuch to serve as our Chief Operating Officer whereby Mr. Feintuch was immediately issued 750 shares of Series C Preferred Shares and 500,000 shares of Series A Preferred Shares.

On April 24, 2015, as part of a litigation settlement, two former members of Beam were issued an aggregate of 2,000 fully vested shares of the Company's Common Stock valued at $17.50 per share for an aggregate fair value of $35,000. The Company offered the remaining seven former Beam members shares of the Company's Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members accepted the Company's offer and the Company issued an aggregate of 57 fully vested shares of the Company's Common Stock valued at $898.

During the three months ended March 31, 2015, we issued 1,475 fully vested shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $29,999 based on the trading price of our Common Stock on the dates of the respective meetings.

During the three months ended March 31, 2015, we issued 208 shares of Series C Convertible Preferred Shares in satisfaction of the $20,800 dividend for the period from December 23, 2014 through December 31, 2014 and 2,020 shares of Series C Convertible Preferred Shares in satisfaction of the $202,000 dividend for the three months ended March 31, 2015.

On May 1, 2015, we renegotiated the terms of the unpaid balance with the investor such that the unpaid balance accrued interest at the rate of 2% per month as of April 1, 2015 and the balance was due as of June 1, 2015. In consideration thereof, we, on April 1, 2015 issued the investor a warrant to purchase an additional 1,000 shares of Common Stock at $50.00 which expires on April 1, 2020. Additionally, we extended the expiration dates of warrants issued in October 2012 to purchase 3,000 shares of our Common Stock to the investor and its affiliates from October 2015 to October 2017.

During the six months ended June 30, 2015, we offered the remaining seven former Beam members shares of our Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, two members accepted our offer and we issued an aggregate of 48 fully vested shares of our Common Stock valued at $760.

On April 24, 2015, as part of a litigation settlement, two former members of Beam were issued an aggregate of 2,000 fully vested shares of our Common Stock valued at $17.50 per share.

During the six months ended June 30 2015, we issued 8,250 shares of Series B Convertible Preferred Shares to the Creditors of ECOtality in satisfaction of a $825,000 liability.

During the six months ended June 30, 2015, we issued 208 shares of Series C Convertible Preferred Shares in satisfaction of the $20,800 dividend for the period from December 23, 2014 through December 31, 2014 and 4,144 shares of Series C Convertible Preferred Shares in satisfaction of the $414,400 dividend for the six months ended June 30, 2015.

On April 1, 2015, we issued 1,032 fully vested shares of its Common Stock to its then Chief Financial Officer as compensation for the period from November 2014 through April 2015 valued at $21,600, of which $7,200 were accrued for as of December 31, 2014.

On April 10, 2015, we issued 8,658 fully vested shares of its Common Stock to a consulting firm for services rendered by a financial consultant for the period of December 2014 through March 2015 valued at $170,101, of which $16,739 was accrued for as of December 31, 2014.

During the six months ended June 30, 2015, we issued 2,940 fully vested shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $56,999 based on the trading price of our Common Stock on the dates of the respective meetings.

During the six months ended June 30, 2015, we issued an aggregate of 839 fully vested shares of our Common Stock at the respective closing market price on the date of the respective meetings to a member of the Board for attendance of meetings of the newly formed Operations and Finance Committee (the "OPFIN Committee"). The shares had an aggregate grant date fair value of $15,000 which was recognized immediately.

Effective July 24, 2015, we amended the employment agreements with Mr. Michael D. Farkas, and 4,444 shares of Series C Convertible Preferred Shares were issued to him as follows: (i) 4,000 on July 24, 2015; and (ii) 444 on March 31, 2016.

In July 2015, we agreed to issue to the consultant 300 shares of Series C Convertible Preferred Shares at a fair value of $30,000.

On July 24, 2015, we entered into a securities purchase agreement with a purchaser for gross proceeds of an aggregate of $830,000. Pursuant to the securities purchase agreement, we issued the following to the purchaser: (i) 9,223 shares of Series C Convertible Preferred Shares, and (ii) a five-year warrant to purchase 26,378 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $88,905.

On July 29, 2015, we entered into an employment agreement with Mr. Michael J. Calise to serve as our Chief Executive Officer and as part of his employment agreement he received a signing bonus that included 4,412 shares of our Common Stock.

On October 14, 2015, we entered into a securities purchase agreement with a purchaser for the purchase of an aggregate gross proceeds of $1,100,000. Pursuant to the securities purchase agreement, we issued the following to the purchaser: (i) 18,333 shares of Series C Convertible Preferred Shares, and (ii) a five-year warrant to purchase 52,380 shares of Common Stock for an exercise price of $50.00 per share.

On October 14, 2015, the Company entered into a securities purchase agreement with Eventide for net proceeds of an aggregate of $954,540 (gross proceeds of $1,100,000 less issuance costs of $145,460 which, as of December 31, 2015, had not been paid and were included within accrued expenses). Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 18,333 shares of Series C Preferred Shares, and (ii) a five-year warrant to purchase 52,380 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $79,411 which was recorded as a derivative liability.

On October 14, October 16, October 27, November 9, and December 31, 2015, we issued one-year warrants to purchase an aggregate of 420 shares of Common Stock at an estimated fair value of $12,333 to the former Beam members. The warrants had exercise prices ranging from $8.00 to $50.00 per share.

On October 14, December 4, December 7, and December 11, 2015, we issued five-year options to purchase a total of 600 shares of our Common Stock at exercise prices ranging from $8.50 to $10.00 per share to members of the Board as compensation for attending meetings of the OPFIN Committee. The options vest immediately and had a grant date fair value of $5,550.

On October 16, 2015, the Company entered into a securities purchase agreement with for the purchase of an aggregate of $250,000. Pursuant to the securities purchase agreement, the Company issued the following to Eventide: (i) 4,167 shares of Series C Convertible Preferred Shares with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 11,906 shares of Common Stock for an exercise price of $50.00 per share.

On October 27, 2015, the Company entered into a securities purchase agreement with Eventide for the purchase of an aggregate of $850,000. Pursuant to the securities purchase agreement, the Company issued the following to Eventide: (i) 14,166 shares of Series C Convertible Preferred Shares with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 40,474 shares of Common Stock for an exercise price of $50.00 per share.

On November 9, 2015, the Company further renegotiated the terms of the $200,000 secured convertible note such that: (i) the Company shall pay the lender $61,000 comprised of $50,000 of principal and interest of $11,000; (ii) interest payable on the note accrues interest at a rate of 1.5% per month effective April 1, 2015 and (iii) the maturity date was extended to February 29, 2016. In connection with the extension, the Company issued the lender an immediately vested five-year warrant to purchase 5,600 shares of the Company's Common Stock at $50.00 per share with an issuance date fair value of $7,959 which was recorded as a derivative liability. As of December 31, 2015, the Company made an aggregate of $150,000 of principal repayments to the lender, such that a principal balance of $50,000 was outstanding and is currently past due.

On November 11, 2015, we issued 375 fully vested shares of our Common Stock to Andrew Shapiro, a member of the Board, as compensation for attending a Board meeting. The shares had a grant date fair value of $3,000 based on the $8.00 trading price of our Common Stock on the date of the meeting.

On November 13, 2015, we issued five-year options to purchase 20,400 shares of our Common Stock at an exercise price of $31.50 per share to 21 employees as compensation. The options are fully vested and had an aggregate fair value of $658,350.

On November 17, 2015, the Company issued a five-year option to purchase 500 shares of the Company's Common Stock under the 2014 Plan at $52.50 per share to an employee for services rendered. The option vested immediately and had a grant date fair value of $297.

On December 7, 2015, we issued five-year options to purchase 400 shares of our Common Stock at an exercise price of $9.50 per share to members of the Board as compensation for attending a Board meeting. The options are fully vested and had an aggregate fair value of $3,800.

On January 20, 2015, a three month consulting agreement was entered into between CCGI, Car Charging China and a consultant whereby Car Charging China agreed to deliver to the consultant on a monthly basis $13,500 in cash and $10,000 in Common Stock of Car Charging China. On July 31, 2015, the parties terminated the consulting agreement. In consideration of the termination, we paid the consultant an aggregate of $10,000 in cash and issued to the consultant 300 shares of Series C Convertible Preferred Shares. In exchange, the consultant agreed to return the Common Stock of Car Charging China to us.

During the nine months ended September 30, 2015, we issued five-year options to purchase 1,400 shares of our Common Stock at exercise prices ranging from $13.50 to $21.00 per share to members of the Board as compensation for attending Board meetings during this time. The options are fully vested and had an aggregate fair value of $15,937, which was expensed immediately.

During the nine months ended September 30, 2015, we issued five-year options to purchase 500 shares of our Common Stock at exercise prices ranging from $17.50 to $19.50 per share to a member of the Board as compensation for attending meetings of the OPFIN Committee. The options vest in one year and had a grant date fair value of $5,079, which will be recognized immediately.

During the nine months ended September 30, 2015, we offered the remaining seven former Beam members shares of our Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members accepted our offer and we issued an aggregate of 57 fully vested shares of our Common Stock valued at $898.

During the nine months ended September 30, 2015, we issued 3,690 fully vested shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $68,999 based on the trading price of our Common Stock on the dates of the respective meetings.

During the nine months ended September 30, 2015, we issued an aggregate of 839 fully vested shares of our Common Stock at the respective closing market price on the date of the respective meetings to a member of the Board for attendance of meetings of the newly formed OPFIN Committee. The shares had an aggregate grant date fair value of $15,000 which was recognized immediately.

During the nine months ended September 30, 2015, we issued 208 shares of Series C Convertible Preferred Shares in satisfaction of the $20,800 dividend for the period from December 23, 2014 through December 31, 2014 and 6,569 shares of Series C Convertible Preferred Shares in satisfaction of the $656,900 dividend for the nine months ended September 30, 2015.

During the nine months ended September 30, 2015, we issued one-year warrants to purchase an aggregate of 6,089 shares of Common Stock to the former Beam members. The warrants had exercise prices ranging from $13.50 to $75.00 per share.

During the nine months ended September 30, 2015, we issued 8,250 shares of Series B Convertible Preferred Shares to the Creditors of ECOtality as partial consideration for the strategic transaction to acquire a 50% interest in ECOtality.

During the year ended December 31, 2015, Messrs. Kinard, Farkas, and Calise were awarded 845, 1,551 and 4,412 shares of the Company’s Common Stock valued at $12,000, $18,000 and $75,000, respectively, during 2015.

During the year ended December 31, 2015, the Company issued 2,000 fully vested shares valued at $137,000 to a firm which sponsored a conference in December 2013. The value was determined based on the market value of the stock on the date of the conference and was included within accrued expenses as of December 31, 2013.

During the year ended December 31, 2015, the Company issued five-year options to purchase 1,100 shares of the Comp any's Common Stock at exercise prices ranging from $8.50 to $19.50 per share to a member of the Board as compensation for attending meetings of the OPFIN Committee. The options vested immediately and had a grant date fair value of $7,820, which was recognized immediately.

2016

In January 2016, the Company agreed to extend the maturity date of warrants to purchase an aggregate of 25,800 shares of Common Stock with an exercise price of $112.50 per share by eighteen (18) months in exchange for the warrant holders' consent to rescind a fundamental transactions provision.

On March 11, 2016, we entered into a securities purchase agreement with a purchaser for gross proceeds of an aggregate of $2,900,040, of which, $650,040 was paid to us at closing and the remaining $2,250,000 is payable to us upon the completion of certain milestones, as specified in the agreement. At closing, 10,834 shares of Series C Convertible Preferred Shares were issued to the purchaser and 2,500 shares of Series C Convertible Preferred Shares were issued upon the completion of certain milestone during the three months ended March 31, 2016.

On March 11, 2016, in connection with the securities purchase agreement with the purchaser, a warrant to purchase 30,954 shares of Common Stock for an exercise price of $50.00 per share was issued with an issuance date fair value of $68,067 and a warrant to purchase 7,143 shares of Common Stock for an exercise price of $50.00 per share was issued upon the completion of certain milestone during the three months ended March 31, 2016 with an issuance date fair value of $20,906.

On March 11, 2016, we entered into a separate securities purchase agreement with a separate purchaser for net proceeds of an aggregate of $85,285 (gross proceeds of $99,960 less issuance costs of $14,675, of which, as of March 31, 2016, $9,677 had not been paid and was included within accrued expenses). Pursuant to the securities purchase agreement, we issued the following to the purchaser: (i) 1,666 shares of Series C Convertible Preferred Shares, and (ii) a five-year warrant to purchase 4,760 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $10,458.

On March 24, 2016, the Company issued 750 shares of Series C Convertible Preferred Shares to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement.

On March 24, 2016f, the Company issued 500,000 Series A Preferred Shares to the Company's Chief Operating Officer in connection with his employment agreement.

On March 31, 2016, we issued 2,932 shares of Series C Convertible Preferred Shares in satisfaction of the $293,200 dividend for the three months ended December 31, 2015 and 3,184 shares of Series C Convertible Preferred Shares in satisfaction of the $318,400 dividend for the three months ended March 31, 2016.

On March 31, 2016, we issued 444 shares of Series C Convertible Preferred Shares with a value of $44,400 to Michael Farkas, our Executive Chairman, as part of his compensation.

During the three months ended March 31, 2016, we issued 1,333 fully vested shares of our Common Stock to members of the Board as compensation for attending a Board meeting on December 7, 2015. The shares had a grant date fair value of $12,000 based on the trading price of our Common Stock on December 7, 2015.

During the three months ended March 31, 2016, we issued an aggregate of 706 of fully vested shares of our Common Stock at the respective closing market price on the date of the respective meetings to members of the Board for attendance of meetings of the OPFIN Committee. The shares had an aggregate grant date fair value of $6,000 which was recognized immediately.

During the three months ended March 31, 2016, we issued five-year options to purchase 500 shares of our Common Stock at exercise prices ranging from $15.50 to $16.50 per share to members of the Board as compensation for attending Board meetings during this time. The options are fully vested and had an aggregate fair value of $7,850.

During the three months ended March 31, 2016, we issued five-year options to purchase 800 shares of our Common Stock at exercise prices ranging from $4.50 to $18.50 per share to members of the Board as compensation for attending meetings of the OPFIN Committee. The options vest immediately and had a grant date fair value of $8,500.

During the three months ended March 31, 2016, upon the completion of certain milestones, we issued 2,500 shares of Series C Convertible Preferred Shares to the purchaser for a purchase price, as part of the aggregate $2,900,040 to be paid, of $150,000.

During the three months ended June 30, 2016, we issued five-year options to purchase 1,400 shares of our Common Stock at exercise prices ranging from $15.50 to $36.00 per share to members of the Board as compensation for attending Board meetings during this time. The options are fully vested and had an aggregate grant date fair value of $32,250.

During the three months ended June 30, 2016, we issued five-year options to purchase 1,200 shares of our Common Stock at exercise prices ranging from $7.50 to $24.50 per share to members of the Board as compensation for attending meetings of the OPFIN Committee. The options vest immediately and had an aggregate grant date fair value of $17,550.

During the three months ended June 30, 2016, we issued 1,333 shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $18,000 based on the trading price of our Common Stock on the dates of the Board meetings.

During the three months ended June 30, 2016, we issued an aggregate of 3,589 of our Common Stock as compensation for attending OPFIN Committee meetings. The shares had a grant date fair value of $30,923 based on the trading price of our Common Stock on the dates of the OPFIN Committee meetings.

During the three months ended June 30, 2016, upon the completion of certain milestones, we issued 5,000 shares of Series C Convertible Preferred Shares to the purchaser for a purchase price, as part of the aggregate $2,900,040 to be paid, of $300,000.

On June 24, 2016, we issued a sixty-day convertible note in the principal amount of $105,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 500,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split). The principal and amount was to be repaid upon the date at which we had received payment under an existing grant with the Pennsylvania Turnpike. Subsequent to June 30, 2016, we received the grant and repaid the principal amount of $105,000 plus accrued interest.

On June 24, 2016, we issued a sixty-day convertible note in the principal amount of $95,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 475,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On July 27, 2016, we issued a sixty-day convertible note in the principal amount of $100,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 500,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On July 29, 2016, we issued a sixty-day convertible note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 250,0000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On July 29, 2016, we issued a sixty-day convertible note in the principal amount of $20,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 100,0000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On August 1, 2016, we issued a sixty-day convertible note in the principal amount of $30,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 150,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On August 15, 2016, we issued a sixty-day convertible note in the principal amount of $100,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 500,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On September 1, 2016, we issued a sixty-day convertible note in the principal amount of $15,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 75,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On September 9, 2016, we issued a sixty-day convertible note in the principal amount of $35,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 175,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

On September 16, 2016, we issued a sixty-day convertible note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 250,000 shares of Common Stock not subject to the Reverse Stock Split at an exercise price of $0.70 (such exercise price is also not subject to the Reverse Stock Split).

The Company entered into a Securities Purchase Agreement dated October 7, 2016 (the "Purchase Agreement") with JMJ Financial, a Nevada sole proprietorship ("JMJ," and together with the Company, the "Parties"). Pursuant to the Purchase Agreement, as amended on March 23, May 15 and June 15, 2017, JMJ purchased from our Company (i) a Promissory Note in the aggregate principal amount of up to $3,725,000 due and payable on the earlier of May 15, 2017 or the third business day after the closing of this offering pursuant to the registration statement of which this prospectus forms a part (the "Registered Offering"), and (ii) a Common Stock Purchase Warrant to purchase 14,286 shares of our Common Stock at an exercise price per share equal to the lesser of (i) 80% of the per share price in the contemplated Registered Offering, (ii) $35.00 per share, (iii) 80% of the unit price in the Registered Offering (if applicable), (iv) the exercise price of any warrants issued in the Registered Offering, or (v) the lowest conversion price, exercise price, or exchange price, of any security issued by us that was outstanding on October 13, 2016. The initial amount borrowed under the note was $500,000, with the remaining amounts permitted to be borrowed under the note being subject to us achieving certain milestones. With the achievement of certain milestones in November 2016, an additional advance of $500,000 occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017, additional advances of $225,100 and $300,000 occurred on, respectively, February 10 and February 27. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively. With the achievement of certain milestones in March 2017, additional advances of $250,000 and $30,000 occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. With the achievement of certain milestones in April 2017, an additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. With the achievement of certain milestones in May 2017, an additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 share of the Company's Common Stock was issued on the same date. As of June 21, 2017, eight (8) warrants to purchase a total of 71,432 shares of the Company's Common Stock have been issued to JMJ.

Additionally, pursuant to the Purchase Agreement, on the fifth (5th) trading day after the pricing of the Registered Offering, but in no event later than July 15, 2017, the Company shall deliver to JMJ such number of duly and validly issued, fully paid and non-assessable Origination Shares (as defined in the Purchase Agreement) equal to $1,680,000, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Registered Offering, or (iv) 80% of the unit price offering price of the Registered Offering (if applicable), or (v) the exercise price of any warrants issued in the Registered Offering. If the Registered Offering does not occur prior to July 15, 2017, if JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above.

2017

On May 5, 2017, the Board approved, and on May 8, 2017, the Company issued an aggregate of 61,740 shares of Series C Convertible Preferred Shares in satisfaction of aggregate liabilities of approximately $6,200,000 associated with the Company's registration rights penalty, public information fee and Series C Convertible Preferred Shares dividends.

On May 5, 2017, the Board approved, and on May 8, 2017, the Company issued an aggregate of 2,166 shares of Common Stock to five people in satisfaction of aggregate liabilities of $386,900 associated with certain professional and other consulting fee agreements.

Item 16. Exhibits and Financial Statement Schedules

(a) EXHIBITS

We have filed the exhibits listed on the accompanying Exhibit Index of this registration statement and below in this Item 16:

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
1.1**	Form of Underwriting Agreement				
2.1	Equity Exchange Agreement, dated February 26, 2013, by and among Car Charging Group, Inc., Beam Acquisition LLC, Beam Charging, LLC, and the Members of Beam Charging LLC.	8-K	2.1	04/03/2013	
2.2	Addendum to Equity Exchange Agreement, dated April 21, 2013 ,by and among Car Charging Group, Inc., Beam Acquisition LLC, Beam Charging, LLC, and the Members of Beam Charging LLC.	8-K	2.2	05/09/2013	
3.1	Articles of Incorporation.	S-1	3.1	03/18/2008	
3.2	Amendment to Articles of Incorporation.	8-K	3.1	12/11/2009	
3.3	Amendment to Articles of Incorporation.	8-K	3.1	07/05/2012	
3.4	Bylaws	S-1	3.2	03/18/2008	
3.5	Certificate of Designation for Series A Convertible Preferred Stock.	8-K	3.2	12/11/2009	
3.6	Amendment No. 1 to Certificate of Designation for Series A Convertible Preferred Stock.	8-K	3.1	12/31/2012	
3.7	Amendment No. 2 to Certificate of Designation for Series A Convertible Preferred Stock.	8-K	3.2	12/29/2014	
3.8	Certificate of Designation for Series B Convertible Preferred Stock	8-K	3.2	07/05/2012	
3. 9	Amended and Restated Certificate of Designation for Series B Convertible Preferred Stock.				X

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
3.10	Certificate of Designation for Series C Convertible Preferred Stock.	8-K	3.1	12/29/2014	
3.11	Amendment to Certificate of Designation for Series C Preferred Stock .	10-K	3.10	04/14/2017	
4.1	Form of Common Stock Purchase Warrant.	8-K	4.1	04/03/2013	
4.2	Form of Common Stock Purchase Warrant issued by the Company in favor of JMJ Financial (first issued on October 13, 2016).	8-K	4.1	10/20/2016	
4.3	Secured Convertible Promissory Note in the Principal Amount of $105,000 related to a Pennsylvania Turnpike grant, issued June 24, 2016 to The Farkas Group Inc.	10-Q	4.1	08/15/2016	
4.4	Class A Common Stock Purchase Warrant to Purchase 525,000 shares, issued June 24, 2016 to The Farkas Group Inc.	10-Q	4.2	08/15/2016	
4.5	Amendment to class A Common Stock Purchase warrant to Purchase 525,000 shares, dated July 27, 2016	10-Q	4.5	08/15/2016	
4.6	Form of Secured Convertible Promissory Note related to third party financing, issued to The Farkas Group Inc.	10-Q	4.3	08/15/2016	
4.7	Class A Common Stock Purchase Warrant to Purchase 475,000 shares, issued June 24, 2016 to The Farkas Group Inc.	10-Q	4.4	08/15/2016	
4.8	Amendment to class A Common Stock Purchase warrant to Purchase 475,000 shares, dated July 27, 2016.	10-Q	4.4	08/15/2016	
4.9 **	Form of Underwriter Warrants				
5.1**	Opinion of Lucosky Brookman LLP				
10.1*	Employment Agreement by and between the Company and Ira Feintuch dated March 24, 2015	8-K	10.2	04/08/2015	
10.2*	Compensation Agreement by and between the Company and Ira Feintuch dated June 16, 2017				X
10.3*	Employment Agreement by and between the Company and Michael Calise dated July 16, 2015	8-K	10.1	08/03/2015	
10.4*	Executive Employment Agreement by and between the Company and Michael D. Farkas dated October 29, 2010	10-K	10.17	04/16/2013	
10.5*	First Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated December 23, 2014	8-K	10.4	12/29/2014	
10.6 *	Second Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated July 24, 2015	10-K	10.4	07/29/2016	
10.7 *	Third Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated June 15, 2017				X
10.8*	Form of Series A Preferred Stock Letter Agreements				X
10.9*	Director Agreement by and between the Company and Andrew Shapiro dated April 28, 2014				X
10.10*	Director Agreement by and between the Company and Donald Engel dated July 11, 2014				X
10.11*	2012 Omnibus Incentive Plan.	8-K	10.1	12/06/2012	
10.12*	2013 Omnibus Incentive Plan.	8-K	10.1	02/21/2013	
10.13*	2014 Omnibus Incentive Plan.	10-K	10.7	07/29/2016	
10.14*	2015 Omnibus Incentive Plan.	10-K	10.8	07/29/2016	
10.15*	Form of 2015 Omnibus Incentive Plan Stock Option Award Agreement.	10-K	10.9	07/29/2016	
10.16	Patent License Agreement, dated March 29, 2012, by and among Car Charging Group, Inc., Balance Holdings, LLC and Michael Farkas.	10-K	10.21	04/16/2013	
10.17	Patent License Agreement, dated March 11, 2016, by and among Car Charging Group, Inc.,	10-Q	10.3	08/04/2016	

	Balance Holdings, LLC and Michael Farkas.			
10.18	Revenue Sharing Agreement, dated April 3, 2013, by and among Car Charging Group, Inc., EV Pass Holdings, LLC, and Synapse Sustainability Trust, Inc.	8-K	10.2	04/26/2013
10.19	Securities Purchase Agreement, dated October 11, 2013.	8-K	10.1	10/17/2013
10.20	Registration Rights Agreement, dated October 11, 2013	8-K	10.2	10/17/2013
10.21	Securities Purchase Agreement, dated December 9, 2013.	8-K	10.1	12/13/2013
10.22	Registration Rights Agreement, dated December 9, 2013	8-K	10.2	12/13/2013
10.23	Securities Purchase Agreement, by and between the Company and Investor, dated December 23, 2014	8-K	10.1	12/29/2014
10.24	Registration Rights Agreement, by and between the Company and Investor, dated December 23, 2014	8-K	10.2	12/29/2014
10.25	Securities Purchase Agreement, by and between the Company and Investor dated July 24, 2015	8-K	10.1	07/29/2015

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
10.26	Registration Rights Agreement, by and between the Company and Investor dated July 24, 2015	8-K	10.2	07/29/2015	
10.27	Securities Purchase Agreement, by and between the Company and Investor dated October 14, 2015	10-K	10.6	12/08/2015	
10.28	Registration Rights Agreement, by and between the Company and Investor dated October 14, 2015	10-K	10.7	12/08/2015	
10.29	Securities Purchase Agreement, by and between the Company and Investor dated March 11, 2016				X
10.30	Securities Purchase Agreement, dated October 7, 2016, between JMJ Financial and the Company	8-K	10.1	10/20/2016	
10.31	Promissory Note, dated October 13, 2016, issued by the Company in favor of JMJ Financial	8-K	10.2	10/20/2016	
10.32	Representations and Warranties Agreement Regarding Existing Debt, dated October 7, 2016, between JMJ Financial and the Company	S-1/A	10.27	12/21/2016	
10.33	Amendment #1 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated March 23, 2017	10-K	10.26	04/14/2017	
10.34	Amendment #2 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated May 15, 2017	10-Q	10.3	05/15/2017	
10.35	Amendment #3 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated June 15, 2017				X
10.36	Form of Promissory Note Issued by the Company to BLNK Holdings LLC	10-K	10.27	04/14/2017	
10.37	Form of Series C Preferred Stock and Warrants Letter Agreements				X
10.38	Form of Series B Conversion Agreement				X
21.1	Subsidiaries of the Registrant.				X
23.1	Consent of Marcum LLP, Independent Registered Public Accounting Firm.				X
23.2**	Consent of Lucosky Brookman LLP (included in Exhibit 5.1)				
24.1	Power of Attorney with regard to Michael Farkas, Andrew Shapiro, and Donald Engel.	S-1	24.1	11/07/2016	
24.2	Power of Attorney with regard to Andy Kinard.	S-1/A	24.2	12/21/2016	

* Indicates a management contract or compensatory plan or arrangement.
** To be filed by amendment.

(b) Financial statement schedules.

All schedules have been omitted because either they are not required, are not applicable or the information is otherwise set forth in the financial statements and related notes thereto.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That for the purpose of determining any liability under the Securities Act of 1933 each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 14 above, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(8) The undersigned Registrant hereby undertakes:

(i) That for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4), or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(ii) That for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and this offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Los Gatos, California, on July 6, 2017.

CAR CHARGING GROUP, INC.

By: */s/ Michael D. Farkas*
Name: Michael D. Farkas
Title: Executive Chairman of the Board of Directors
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Michael D. Farkas Michael D. Farkas	Executive Chairman of the Board of Directors (Principal Executive Officer)	July 6, 2017
/s/ Michael J. Calise Michael J. Calise	Chief Executive Officer and Director (Interim Principal Financial Officer and Interim Principal Accounting Officer)	July 6, 2017
* Andrew Shapiro	Director	July 6, 2017
* Donald Engel	Director	July 6, 2017
* Andrew Kinard	President and Director	July 6, 2017

* By: */s/ Michael J. Calise*
Name: Michael J. Calise
Title: Attorney In Fact

July 6, 2017

150203

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Barbara K. Cegavske	20150179234-24
Secretary of State	Filing Date and Time
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	Entity Number
	E0731622006-8

Amendment to Certificate of Designation Before Issuance of Class or Series

(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Certificate of Designation For Nevada Profit Corporations

(Pursuant to NRS 78.1955 - Before Issuance of Class or Series)

1. Name of corporation:

Car Charging Group, Inc.

2. The original class or series of stock set forth:

Series B Preferred Stock

3. By a resolution of the board of directors the original class or series is amended as follows:

The Board of Directors hereby designates ten thousand (10,000) shares of the preferred stock, par value $0.001 per share, of the Corporation as "Series B Preferred Stock", and the powers, designations, preferences and relative, participating, optional and other rights of the Series B Preferred Stock and the qualifications, limitations and restrictions thereof, be, and they hereby are, as set forth in this certificate of designation (this "Certificate of Designation").

See attached Amended Certificate of Designation of Series B Preferred Stock of Car Charging Group, Inc.

4. As of the date of this certificate no shares of the class or series of stock have been issued.

5. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

6. Signature: (required)

X

Signature of Officer

Filing Fee: $175.00

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

This form must be accompanied by appropriate fees.

AMENDED AND RESTATED CERTIFICATE OF DESIGNATION OF PREFERENCES, RIGHTS AND LIMITATIONS OF SERIES B PREFERRED STOCK OF CAR CHARGING GROUP, INC.

PURSUANT TO SECTIONS 78.195 AND 78.1955 OF THE NEVADA REVISED STATUTES

Car Charging Group, Inc., a Nevada Corporation (the "Corporation"), **DOES HEREBY CERTIFY:**

The Corporation filed a Certificate of Designation or Preferences, Rights and Limitations of Series B Preferred Stock on June 29, 2012. No shares of such Series B Preferred Stock are currently outstanding. The Corporation desires to amend and restate the designations for the Series B Preferred Stock in their entirety as set forth herein.

Pursuant to authority expressly granted and vested in the Board of Directors of the Corporation by the provisions of the Corporation's Articles of Incorporation, as amended, and in accordance with the provisions of Sections 78.195 and 78.1955 of the Nevada Revised Statutes, the Board of Directors adopted the following resolution on April 15, 2015 providing for the amendment and restatement in their entirety of the designations, preferences and relative, participating, optional or other rights, and the qualifications, limitations or restrictions thereof, of 10,000 shares of Series B Convertible Preferred Stock of the Corporation, as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Corporation by the Corporation's Articles of Incorporation (the "Articles of Incorporation") as amended, a series of Preferred Stock of the Corporation be, and it hereby is, created out of the 17,250,000 authorized but undesignated shares of the capital preferred stock of the Corporation, such series to be designated Series B Preferred Stock, to consist of 10,000 shares, par value $0.001 per share, which shall have the following preferences, powers, designations and other special rights.

TERMS OF SERIES B PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Arizona, Phoenix Division.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Change of Control" means the sale of all or substantially all the assets of the Corporation; any merger, consolidation or acquisition of the Corporation with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Corporation in one or more related transactions.

"Common Stock" means the Corporation's common stock, par value $0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Confirmation Order" shall mean the "Findings of Fact, Conclusions of Law and Order (A) Approving the Debtors' Disclosure Statement on a Final Bases and (B) Confirming the Debtors' Joint Chapter 11 Plan of Reorganization" entered by the Bankruptcy Court on December 31, 2014, confirming the Plan, as the same may be amended or modified.

"Conversion Date" shall have the meaning set forth in Section 6(a).

"Conversion Price" shall have the meaning set forth in Section 6(c).

"**Conversion Shares**" means shares of Common Stock issuable upon conversion of Series B Preferred Stock. Such Conversion Shares may be resold in accordance with Rule 144 under the Securities Act of 1933, as amended. At any time following 6 months of issuance of the Series B Preferred Stock in the event that the Conversion Shares are not eligible to be sold pursuant to Rule 144 at the time of the conversion then the Corporation agrees to file a registration with the Securities & Exchange Commission to register the Conversion Shares.

"Fundamental Transaction" shall have the meaning set forth in Section 8.

"Holder" shall have the meaning set forth Section 2.

"Holder Redemption Request" shall have the meaning set forth in Section 7(a).

"Liquidation" shall have the meaning set forth in Section 5.

"Notice of Conversion" shall have the meaning set forth in Section 6(a).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Plan" means that certain Debtors' Joint Chapter 11 Plan of Reorganization, as amended and confirmed by the United States Bankruptcy Court for the District of Arizona in the case of *In re Electric Transportation Engineering Corporation (d/b/a Ecotality North America), et al.*, case number 13-16126. In the event of any inconsistency between, on the one hand, the Plan and the Disclosure Statement, any exhibit to the Plan or any other instrument or document created or executed pursuant to the Plan and, on the other hand, this Certificate, this Certificate shall control. For clarity, but without limitation, this Certificate satisfies the obligations in section 4.12(a)(iii)(2) to pay $825,000 and to give the Pledged Shares, and is given in lieu of the Stock Pledge Agreement, as those terms are defined in the Plan.

"Preferred Stock" shall have the meaning set forth in Section 2.

"Redemption Amount" shall have the meaning set forth in Section 7(b).

"Redemption Date" shall have the meaning set forth in Section 7(a).

"Series C Preferred Stock" means the shares of preferred stock with a stated value of $100 and an initial conversion price of $0.70 per share that were authorized pursuant to the Series C Certificate of Designation filed with the State of Nevada on December 23, 2014.

"Share Delivery Date" shall have the meaning set forth in Section 6(d).

"Stated Value" shall have the meaning set forth in Section 2.

"Tax Sharing Agreement" shall mean that certain Tax Sharing Agreement by and between ECOtality, Inc., Corporation and Blink UYA, LLC that was approved as part of the confirmation of the Plan.

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market,

the New York Stock Exchange or the OTC Markets (or any successors to any of the foregoing).

"Trust Deposit" shall have the meaning ascribed to it in Section 4.12(a)(iii)(1) of the Plan, as modified by the Confirmation Order.

Any capitalized term used and not specifically defined herein shall have the meaning ascribed to it in the Plan, as modified by the Confirmation Order.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series B Preferred Stock (the "Preferred Stock") and the number of shares so designated shall be up to 10,000 (which shall not be subject to increase without the mutual written consent of the Corporation, the holders of the Series C Preferred Stock and all of the holders of the Preferred Stock (each, a "Holder" and collectively, the "Holders")). Each share of Preferred Stock shall have a par value of $0.001 per share and a stated value equal to $100 (the "Stated Value"). Preferred Stock shall be issued solely in accordance with the transactions contemplated by the Confirmation Order and for no other purpose.

Section 3. Dividends or Distributions.

a) The Holders shall not be entitled to receive dividends or distributions on the Preferred Stock.

b) For so long as the Preferred Stock remains outstanding, the Corporation shall not declare, pay or set aside any cash dividends on shares of any other class or series of capital stock of the Corporation while the Preferred Stock remains outstanding. For the avoidance of any doubt, the Series C Preferred Stock is entitled to dividends that are payable, at the Company's option, in either (i) shares of Series C Preferred Stock; or (ii) cash. Consistent with this Section 3(b), for so long as the Preferred Stock remains outstanding, the Company will not pay the dividends to the Series C Preferred Stock in cash but will only pay the dividends to the Series C Preferred Stock in additional shares of Series C Preferred Stock (consistent with Section 3(a)(i) of the Certificate of Designation for the Series C Preferred Stock. Such additional shares of Series C Preferred Stock will also be eligible for dividends only in additional shares of Series C Preferred Stock, and not cash, so long as the Preferred Stock remains outstanding.

c) For so long as the Preferred Stock is outstanding, the Corporation shall not declare a distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution").

Section 4. Voting Rights.

(a) The holders of the Preferred Stock shall have no voting power

whatsoever, unless and until such shares of Preferred Stock are converted to Common Stock, except as otherwise provided by Section 3(b), above, or Section 4(b), below.

(b) So long as any shares of Preferred Stock are outstanding, the Corporation will not, without the affirmative approval of the Holders of a majority of the Series B Preferred Stock then outstanding (voting as a class), (i) alter or change adversely the powers, preferences or rights given to the Preferred Stock or alter or amend this Certificate of Designation, (ii) amend its certificate of incorporation or other charter documents that would change the rights, privileges, preferences of the Preferred Stock, (iii) increase the authorized number of shares of Preferred Stock, (iv); or (v) enter into any agreement with respect to the foregoing; which would materially and negatively impact the rights of the Holders.

Section 5. Liquidation. Upon any Fundamental Transaction, liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders and the Series C Preferred Stock, on a *pari passu* basis, shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount in cash equal to the Stated Value for each respective share of either Preferred Stock or Series C Preferred Stock before any distribution or payment shall be made to the holders of Series A Preferred Stock, any other class of preferred stock or common stock, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders and the Series C Preferred Stock, in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. The Corporation shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Conversions at Option of Holder. On or after each such Redemption Date, provided that such shares of Preferred Stock have not been redeemed, that specific number of shares of Preferred Stock associated with such Redemption Date shall be convertible into that number of shares of Common Stock determined by dividing the Stated Value of such share of Preferred Stock by the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by facsimile such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the

Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Preferred Stock to the Corporation unless all of the shares of Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Preferred Stock promptly following the Conversion Date at issue. Shares of Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

b) Conversion Upon Default. Notwithstanding the timeframe in Section 6(a) above, at any time on or after: (i) ten (10) days following a failure to make any payment due under the Tax Sharing Agreement (as defined in the Plan), unless such failure is cured within the applicable cure period; (ii) the enforcement of any rights arising from any security interests granted to support the Operating Line of Credit as described in section 4.12(b)(iii) of the Plan; or (iii) a Change of Control, the Holder shall be entitled to convert the Preferred Stock into Common Stock pursuant to this Section 6.

c) Conversion Price. The conversion price for the Preferred Stock shall equal the average closing price of the Corporation's Common Stock during the thirty (30) Trading Days immediately prior to each Conversion Date (the "Conversion Price").

d) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than three (3) Trading Days after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder the number of Conversion Shares being acquired upon the conversion of the Preferred Stock.

ii. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the

Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Conversion Notice.

iii. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder, not less than such aggregate number of shares of the Common Stock as shall be issuable upon the conversion of the then outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

iv. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

Section 7. Redemption.

a) Redemption at Option of Holder.

i. The Holder shall be entitled to redeem: (a) 2,750 shares of Preferred Stock on December 31, 2016 (the "2016 Redemption Date"); (b) 2,750 shares of Preferred Stock on December 31, 2017 (the "2017 Redemption Date"); and (c) 2,750 shares of Preferred Stock on December 31, 2018 (the "2018 Redemption Date," together with the 2016 Redemption Date and the 2017 Redemption Date, the "Redemption Dates" and each a "Redemption Date") provided, however, that in the event of a Remaining Deposit Default, each Redemption Date shall be shortened by one year such that the 2016 Redemption Date shall now become December 31, 2015, the 2017 Redemption Date shall not become December 31, 2016 and the 2018 Redemption Date shall now become December 31, 2017. On each respective Redemption Date, the specific number of shares of Preferred Stock may be redeemed, at the request of the Holder, at a price equal to 100% of the Stated Value (the "Holder Redemption Request"). In the event that the Corporation chooses not to honor the Holder Redemption Request, the Holder shall be entitled to convert such shares of Preferred Stock that are

associated with each Redemption Date into Common Stock pursuant to the provisions in Section 6, above.

ii. Holders shall effect the redemption by providing the Corporation with the form of conversion notice attached hereto as Annex B (a "Holder Notice of Redemption"). Each Notice of Redemption shall specify the number of shares of Preferred Stock owned prior to the redemption at issue, which date may not be prior to the date the applicable Holder delivers by facsimile such Holder Notice of Redemption to the Corporation (such date, the "Holder Redemption Date"). If no Holder Redemption Date is specified in a Holder Notice of Redemption, the Holder Redemption Date shall be the date that such Holder Notice of Redemption to the Corporation is deemed delivered hereunder. No ink-original Holder Notice of Redemption shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Holder Notice of Redemption form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error.

iii. A Holder Notice of Redemption may be withdrawn at any time prior to the Corporation's acceptance and effectuation of the requested redemption.

b) Redemption at Option of the Corporation.

i. The Corporation will have the right, at the Corporation's option exercisable at any time and from time to time, to redeem all or any portion of the shares of Preferred Stock, at a price per share equal to 100% of the Stated Value (the "Redemption Amount"). In the event the Corporation redeems any shares of the Preferred Stock, the Holders of such redeemed shares shall be entitled to receive the Stated Value, in full.

ii. Upon receipt by any Holder of a notice of redemption at the option of the Corporation, such Holder will promptly submit to the Corporation such Holder's Preferred Stock certificates. Upon receipt of such Holder's Preferred Stock certificates, the Corporation will pay the Redemption Amount to such Holder in cash.

Section 8. Merger or Combination. If, at any time while this Preferred Stock is outstanding, the Corporation, directly or indirectly, in one or more related transactions effects any merger or other combination (a "Fundamental Transaction"), then the Holder shall have the right to receive, for and in lieu of each Conversion Share that would have been issuable upon

such conversion immediately prior to the occurrence of such Fundamental Transaction, the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation.

Section 9. Miscellaneous.

a) Cancellation of the Series B Preferred Stock. Upon the occurrence of the "Termination Date" as defined in the Tax Sharing Agreement, each share of unconverted Preferred Stock and any outstanding Conversion Shares issued to and held by Holder, shall be deemed immediately cancelled and shall no longer be deemed to be issued and outstanding Preferred Stock.

b) Failure to Pay Remaining Deposit. If the Remaining Deposit, including any Additional Deposit, is not paid by the Deposit Deadline (as each such term is defined in the Confirmation Order, subject only to the agreement of the parties placed upon the record before the Bankruptcy Court on January 22, 2015) is not paid as provided for under the Confirmation Order, and the Trustee delivers a notice to the Corporation no later than May 1, 2015 of such failure to pay (a "Remaining Deposit Default"), then the Corporation shall issue additional shares of the Preferred Stock equal to amount of the Remaining Deposit and the Additional Amount that has not been paid divided by the Stated Value.

c) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above or such other address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 9. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii)

the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

d) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages, accrued dividends and accrued interest, as applicable, on the shares of Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

e) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

f) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

g) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

h) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

i) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

j) Status of Converted, Redeemed or Cancelled Preferred Stock. Shares of Preferred Stock may only be issued pursuant to the terms hereof. If any shares of Preferred Stock shall be converted, redeemed, cancelled or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Preferred Stock.

****

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Designation as of April 21, 2015.

Name: Michael Andrew Kinard
Title: President

ANNEX A

NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series B Preferred Stock indicated below into shares of common stock, par value $0.001 per share (the "Common Stock"), of Car Charging Group, Inc., a Nevada corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation.

Conversion calculations:

Date to Effect Conversion: _____

Number of shares of Preferred Stock owned prior to Conversion: _____

Number of shares of Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Applicable Conversion Price: _____

Number of shares of Preferred Stock subsequent to Conversion: _____

Address for Delivery: _____

or
DWAC Instructions:
Broker no: _____
Account no: _____

[HOLDER]

By:
Name:
Title:

ANNEX B

NOTICE OF REDEMPTION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO REDEEM SHARES OF PREFERRED STOCK)

The undersigned hereby elects to redeem the number of shares of Series B Preferred Stock of Car Charging Group, Inc., a Nevada corporation (the "Corporation") indicated below, according to the conditions hereof, as of the date written below. No fee will be charged to the Holders for any redemption.

Redemption calculations:

Date to Effect Redemption: _____

Number of shares of Preferred Stock outstanding prior to Redemption: _____

Applicable Conversion Price: _____

Redemption Amount to be Paid: _____

Address or wire instructions for delivery of payment: _____
_____
_____

[HOLDER]

By:
Name:
Title

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (the "Agreement") is made and entered into effective as of June 16, 2017 (the "Effective Date"), by and between Car Charging Group, Inc. (the "Company") and Ira Feintuch (the "Executive").

WHEREAS, the Company and the Executive entered into that certain Car Charging Group, Inc. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement"); and

WHEREAS, the Company and the Executive wish to clarify the accrued compensation owed to the Executive pursuant to the Fee Agreement and the payment terms of such accrued compensation.

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

1. Cash Owed Pursuant to Accrued Compensation. The Company hereby agrees to pay the Executive the following amounts due pursuant to Fee Agreement: $142,250 due for accrued commissions on hardware sales and $31,969 due for accrued commissions on revenue from charging stations. In addition, the Company and the Executive hereby agree that the amounts due for accrued commissions on hardware sales and revenue from charging stations pursuant to the Fee Agreement have only been calculated through March 31, 2017. The additional amounts owed from April 1, 2017 through the date of the closing of the Offering (as defined in Section 3 hereof) shall be calculated using the same methodology used to calculate the amounts owed as stated in this Section 1 (the "Additional Amounts"). Once the Additional Amounts are agreed to by the Compensation Committee of the Company's Board of Directors, it shall be paid in the manner listed in Sections 3(A) and 3(B).

2. Securities Owed Pursuant to Accrued Compensation. The Company hereby agrees to issue to the Executive the following options, fully vested on issuance and expiring five years from the issuance date, as compensation for accrued commissions on hardware sales:

i. Options for 350,000 shares of the Company's common stock at an exercise price of $0.60 per share.

ii. Options for 480,000 shares of the Company's common stock at an exercise price of $0.75 per share.

iii. All options described in this Section 2 are on a pre-reverse stock split basis. The amounts and share prices will be adjusted if such options are issued following a reverse stock split.

3. Timing of Payments.

A. The Company is currently in the process of pursuing: (i) a public offering of its securities; and (ii) the listing of its shares of common stock on the NASDAQ or other national securities exchange (collectively, the "Offering"). The Company shall pay to the Executive: (i) $130,664 in cash (75% of the value of the accrued commissions on hardware sales and the accrued commissions on revenue from charging stations as calculated through March 31, 2017); and (ii) an amount of cash equal to 75% of the Additional Amounts, by the third (3rd) business day following the closing of the Offering.

B. By the third (3rd) business day following the closing of the Offering, the Company shall issue to the Executive: (i) units of shares of the Company's common stock and warrants sold in the Offering with a value of $43,555 (25% of the value of the accrued commissions on hardware sales and the accrued commissions on revenue from charging stations as calculated through March 31, 2017) at a 20% discount to the price per unit of the units sold in the Offering; and (ii) an amount of units with a value equal to 25% of the Additional Amounts at a 20% discount to the price per unit of the units sold in the Offering.

C. Upon the signing of this Agreement, the Company shall issue the options owed pursuant to Section 2 of this Agreement.

D. Regardless of whether the Offering is ever closed, the Company hereby acknowledges that the cash and securities discussed in this Agreement are owed to the Executive as of the Effective Date.

E. Until the Offering is closed, the Company shall accrue all cash and securities owed to the Executive pursuant to this Agreement as a liability of the Company.

4. Fee Agreement. The Executive hereby agrees that the Fee Agreement shall be suspended and no payments shall be due thereunder (other than the payments specifically detailed in this Agreement) for as long as the Executive is a full-time employee of the Company that is due to be paid a monthly salary of at least $20,000. It is also acknowledged that if the Fee Agreement is ever reinstated payments due thereunder will be calculated to include all parties that were ever introduced to the Company by the Executive for the life of the arrangement.

5. Executive Bonus. Executive will be entitled to a semiannual bonus that will be initiated by the Compensation Committee for all executives of the Company that will take into consideration hardware sales, EV charging station revenues, revenue growth, profitability as well as other factors. The Executive will be entitled to the bonus for all parties that were ever introduced by the Executive to the Company and for the life of the relationship.

6. Conflicts. In the event that there is a conflict between the provisions of this Agreement and that certain Executive Employment Agreement by and between the Company and the Executive dated March 24, 2015, the terms stated herein shall prevail. In the event that there is a conflict between the provisions of this Agreement and the Fee Agreement, the terms stated herein shall prevail.

7. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile and scanned versions, each of which when so executed shall be deemed an original and all of which shall constitute together one and the same instrument, and shall be effective upon execution by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Compensation Agreement.

CAR CHARGING GROUP, INC.	**EXECUTIVE**
By: _____	_____
Andy Kinard, President	Ira Feintuch

THIRD AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENT

This is the Third Amendment (this "Third Amendment") to that certain Executive Employment Agreement (the "Original Agreement") by and between Car Charging Group, Inc. (the "Company") and Michael D. Farkas (the "Executive") dated October 29, 2010.

WHEREAS, the Executive currently serves as Executive Chairman of the Company pursuant to the Original Agreement as amended on December 23, 2014 (the "First Amendment") and on July 24, 2015 (the "Second Amendment");

WHEREAS, prior to entering into the Original Agreement, the Company and an entity controlled by the Executive entered into: (i) that certain Consulting Agreement dated October 20, 2009 (the "Consulting Agreement"); and (ii) that certain Car Charging Group, Inc. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement") and, after entering into the Original Agreement, the parties entered into that certain Patent License Agreement dated March 29, 2012 among the Company, Executive and Balance Holdings, LLC and the March 11, 2016 Agreement regarding the Patent License Agreement (collectively with the Fee Agreement and the Consulting Agreement, the "Affiliate Agreements") ; and

WHEREAS, the Company and the Executive wish to clarify the Executive's role, the accrued compensation owed to the Executive, the payment terms of such accrued compensation, and the Executive's monthly salary.

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

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to same in the Original Agreement.

2. Effective Date. The Effective Date of this Third Amendment is June 15, 2017.

3. Role as Executive Chairman. The Executive shall remain Executive Chairman of the Company's Board of Directors (the "Board") reporting to the other members of the Board. The Executive has been and will remain an employee of the Company. This role is a full-time position. For the sake of clarity, the Executive shall be one of the Company's "named executive officers" (as defined by Regulation S-K Item 402(a)(3) or 402(m)(2), as applicable) and shall serve as the Company's principle executive officer.

4. The Original Agreement's Terms and Conditions . All terms and conditions of the Original Agreement, including but not limited to, benefits and compensation payable to the Executive pursuant to the Original Agreement, that remain unchanged by the terms of this Third Amendment shall remain in full force and effect. The First Amendment and Second Amendment are hereby declared null and void.

A. The Executive hereby agrees that he shall be entitled to four (4) weeks of vacation time during each calendar year during the Term to be utilized or paid for each calendar year and, irrespective of use or payment of such vacation time, no vacation time shall accrue and carry over into the following year.

B. The Executive hereby agrees that if Executive's employment is terminated other than for Cause (as defined in the Original Agreement), the Company shall be obligated to pay to Executive his salary and benefits for eighteen (18) months following the termination date.

C. The Executive hereby agrees that he shall not be paid any Termination Fee if his employment is terminated or ends for any reason whatsoever prior to the expiration of the Term.

5. Cash Owed Pursuant to Accrued Compensation.

A. At a Board meeting on April 17, 2014, the Board resolved to enter into a three-year contract with the Executive, whereby the Executive was due to receive a monthly salary of $40,000 with an increase to $50,000 per month in the event the Company became listed on a national securities exchange. The Company hereby agrees that the Executive was paid $20,000 per month from July 24, 2015 to November 24, 2015 and there is $80,000 still owed to the Executive. The Company hereby agrees to pay the Executive the equivalent of $15,000 per month in cash compensation for the past eighteen (18) months (from December 1, 2015 through May 31, 2017), or $270,000.

B. In addition to the payment of $270,000 of cash compensation to the Executive for the past eighteen (18) months detailed in Section 5(A), the Company hereby agrees to pay the Executive an additional $270,000 in the form of shares of the Company's common stock.

C. The Second Amendment had suspended the Fee Agreement and the Consulting Agreement from July 2015 to October 2015. The Company hereby agrees to pay the Executive the following amounts due pursuant to the Affiliate Agreements: $256,500 due for accrued commissions on hardware sales and $118,500 due for accrued commissions on revenue from charging stations.

6. Securities Owed Pursuant to Accrued Compensation.

A. The Company hereby agrees to issue to the Executive the following warrants, expiring five years from the issuance date, as replacements of expired warrants as per the Original Agreement:

i. Warrants for 100,000 shares of the Company's common stock at an exercise price of $0.19 per share.

ii. Warrants for 3,433,335 shares of the Company's common stock at an exercise price of $0.43 per share.

iii. Warrants for 2,200,000 shares of the Company's common stock at an exercise price of $0.74 per share.

iv. All warrants described in this Section 6(A) are on a pre-reverse stock split basis. The amounts and share prices will be adjusted if such warrants are issued following a reverse stock split.

B. The Company hereby agrees to issue to the Executive the following options, fully vested on issuance and expiring five years from the issuance date, as compensation for accrued commissions on hardware sales:

i. Options for 350,000 shares of the Company's common stock at an exercise price of $0.60 per share.

ii. Options for 412,000 shares of the Company's common stock at an exercise price of $0.75 per share.

iii. All options described in this Section 6(B) are on a pre-reverse stock split basis. The amounts and share prices will be adjusted if such options are issued following a reverse stock split.

7. Timing of Payments.

A. The Company is currently in the process of pursuing: (i) a public offering of its securities; and (ii) the listing of its shares of common stock on the NASDAQ or other national securities exchange (collectively, the "Offering"). The Company shall pay to the Executive $270,000 in cash (monthly cash salary owed since December 1, 2015) by the third (3rd) business day following the closing of the Offering.

B. By the third (3rd) business day following the closing of the Offering, the Company shall issue units of shares of the Company's common stock and warrants sold in the Offering with a value of $645,000 (the value of the accrued commissions on hardware sales, accrued commissions on revenue from charging stations, and accrued monthly stock compensation) at a 20% discount to the price per unit of the units sold in the Offering. In addition, the Company and the Executive hereby agree that not all amounts due pursuant to the Affiliate Agreements have been calculated as of the Effective Date. Once calculated using the same methodology used to calculate the amounts owed as stated in Section 5(C) and agreed to by the Compensation Committee of the Board, the additional amounts shall be paid in the same manner as the amount listed in this Section 7(B).

C. Upon the signing of this Third Amendment, the Company shall issue the options and warrants owed pursuant to Sections 6(A) and 6(B) of this Third Amendment.

D. Regardless of whether the Offering is ever closed, the Company hereby acknowledges that the cash and securities discussed in this Third Amendment are owed to the Executive as of the Effective Date.

E. Until the Offering is closed, the Company shall accrue all cash and securities owed to the Executive pursuant to this Third Amendment as a liability of the Company.

8. Term. The Term of Executive's employment hereunder will end three (3) years from the Effective Date (the " Term"). The Term shall automatically renew (the "Renewal Term") for successive one (1) year terms, unless written notification terminating the Executive's employment is provided by either party at least sixty (60) days prior to the expiration of the Term or the then-current Renewal Term.

9. Monthly Salary. Prior to the closing of the Offering, the Executive's monthly salary during the Term shall be: (a) $15,000 in cash compensation; and (b) $15,000 in shares of the Company's common stock. After the closing of the Offering, the Executive's monthly salary during the Term shall be $30,000 of cash compensation. If the Company has positive EBITDA for a fiscal quarter during the Term, the Executive's monthly salary shall be $40,000 of cash compensation for as long as the Company has positive EBITDA as assessed on a quarterly basis.

10. Board Member Compensation. Payment to the Executive of: (i) accrued compensation, if any, for past service on the Board; and (ii) ongoing compensation, if any, for serving on the Board, will be governed by a separate agreement.

11. Fee Agreement and Consulting Agreement. The Executive hereby agrees that the Fee Agreement and the Consulting Agreement shall be suspended and no payments shall be due thereunder (other than the payments specifically detailed in this Third Amendment) for as long as the Executive is a full-time employee of the Company that is due to be paid a monthly salary of at least $30,000. It is also acknowledged that if ever reinstated the Fee Agreements will include all parties that were ever introduced to the Company by the Executive for the life of the arrangement.

12. Executive Bonus. Executive will be entitled to a semiannual bonus that will be initiated by the Compensation Committee for all executives of the Company that will take into consideration hardware sales, EV charging station revenues, revenue growth, profitability as well as other factors. The Executive will be entitled to the bonus for all parties that were ever introduced by the Executive to the Company and for the life of the relationship.

13. Stock Payments. The Company hereby agrees that, on a going-forward basis, if the Company is unable to pay any cash amounts that are owed to the Executive, the Company shall issue an amount of the Company's common stock (at the closing trading price per share of the business day prior to the due date of the payment) equal to one and one-half (1.5) times the equivalent cash amount that would have otherwise been payable to the Executive.

14. Conflicts. In the event that there is a conflict between the provisions of this Third Amendment and the Original Agreement, the terms stated herein shall prevail. In the event that there is a conflict between the provisions of this Third Amendment and any of the Affiliate Agreements, the terms stated herein shall prevail.

15. Counterparts. This Third Amendment may be executed in any number of counterparts, including facsimile and scanned versions, each of which when so executed shall be deemed an original and all of which shall constitute together one and the same instrument, and shall be effective upon execution by all of the parties.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Executive Employment Agreement.

CAR CHARGING GROUP, INC.	**EXECUTIVE**
By: _____	_____
Andy Kinard, President	Michael D. Farkas

June 23, 2017

Michael D. Farkas

VIA ELECTRONIC MAIL

Re: **Agreement to Convert –Series A Preferred Stock**

Dear Mr. Farkas :

You are being sent this letter (the "Letter Agreement") as you are currently the holder of Series A Preferred shares of Car Charging Group, Inc. (the "Company"). Reference is made to transaction documents entered into by and among Car Charging Group, Inc. and you pursuant to which you acquired Series A Preferred Stock (the "Transaction Documents").

Our Current Financing

As you may be aware, the Company is currently in the process of pursuing a public offering of its securities to raise up to $20,000,000 and list its securities onto the NASDAQ (the "Offering"). The Company has filed a registration statement on Form S-1 related to the Offering which is being led by Joseph Gunnar & Co. The registration statement relating to these securities has been filed with the Securities and Exchange Commission but has not yet become effective. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. A copy of the preliminary offering prospectus and registration statement related to the Offering can be found at www.sec.gov and may be obtained by writing to the Company at 3284 West 29 Court, Hollywood, Florida 33020, attention: CEO. In connection with the Offering and prior to its closing, the Company will be engaging in a reverse stock split pursuant to which the number of our shares of common stock, par value $0.001 per share (the "Common Stock"), issued and outstanding, will be reduced proportionately based on the reverse stock split ratio (the "Reverse Split"). The Company believes that attaining and maintaining the listing of our shares of Common Stock on NASDAQ is in the best interests of our Company and its stockholders, because if listed on NASDAQ, the Company believes that the liquidity in the trading of its Common Stock could be significantly enhanced, which could result in an increase in the trading price and may encourage investor interest and improve the marketability of our Common Stock to a broader range of investors. The Company is therefore contacting you and other holders of the Company's securities to request they convert their holdings into Common Stock.

What We Need From You

As of March 31, 2017 our records indicate that you own 10,000,000 Series A Preferred shares which are convertible into 25,000,000 shares of Common Stock. Under the terms of the Series A Preferred Stock Certificate of Designation, as amended, the Reverse Split will not result in a proportionate adjustment to the conversion ratio of the Series A Preferred Stock. By executing and delivering this Letter Agreement, you agree that, upon the Company's implementation of the Reverse Split, your 25,000,000 (as converted) shares of Common Stock will be reduced to 2,000,000 shares of Common Stock (the "Reverse Split Reduction").

In addition, by executing and delivering this Letter Agreement, you agree to accept shares of restricted common stock as described below as full compensation for all outstanding Series A Preferred shares, and any other amounts owed to you under any compensation associated with the Transaction Documents or any other agreements not referenced that may provide you with any rights to Series A Preferred shares.

You hereby agree to automatically convert upon closing of the Offering (the "Automatic Preferred Conversion"), your Series A Preferred shares into 2,000,000 restricted shares of Common Stock.

Upon the triggering of the Automatic Preferred Conversion, the Company shall send you prompt written notice (the "Automatic Preferred Conversion Notice") specifying the date upon which such conversion was effective (the "Effective Date") and the number of restricted shares of Common Stock to be issued to you upon conversion. The Automatic Preferred Conversion Notice will also contain instructions on surrendering to the Company your original Series A Preferred share certificates; provided, however, the Automatic Preferred Conversion shall be effective on the Effective Date whether or not you surrender your original Series A Preferred share certificates, which shall be null and void on the Effective Date.

By your agreement and acknowledgment below, this Letter Agreement shall serve as written confirmation that:

1. You agree to the terms of the Reverse Split Reduction and the Automatic Preferred Conversion.

2. You acknowledge and agree that upon the Automatic Preferred Conversion, the Series A Preferred Stock shall be cancelled.

3. You agree to the following lock-up conditions:

a. That for a period of 270 days beginning on the Effective Date (the "Lock-Up Period"), you will not, without the prior written consent of the Underwriter, (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any of the 2,000,000 restricted shares of the Common Stock referenced in this Letter Agreement (the "Lock-Up Securities") (for the purpose of clarity, any shares or securities other than the "Lock-Up Securities" owned by the holder, are not affected by this Letter Agreement); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) above or this clause (2) is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities. Notwithstanding the foregoing, and subject to the conditions below, you may transfer Lock-Up Securities without the prior written consent of the Underwriter in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Offering; provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a bona fide gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this Letter Agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities to a charity or educational institution; or (d) if you, directly or indirectly, control a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in such entity, as the case may be; provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Underwriter a lock up agreement substantially in the form of the lock-up provisions of this Letter Agreement and (iii) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made. You also agree and consent to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of your Lock-Up Securities except in compliance with the lock-up provisions of this Letter Agreement.

b. If (i) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or (ii) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results or becomes aware that material news or a material event will occur during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by the lock-up provisions of this Letter Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of such material news or material event, as applicable, unless the Underwriter waives, in writing, such extension.

c. You agree that, prior to engaging in any transaction or taking any other action that is subject to the terms of the lock-up provisions of this Letter Agreement during the initial Lock-Up Period and including the 34th day following the expiration of the initial Lock-Up Period, you will give notice thereof to the Company and will not consummate any such transaction or take any such action unless you have received written confirmation from the Company that the Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

d. No portion of the lock-up provisions of this Letter Agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by you of any securities exercisable or exchangeable for or convertible into the Shares, as applicable; provided that you do not transfer the Shares acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of the lock-up provisions of this Letter Agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period).

e. You understand that the lock-up provisions of this Letter Agreement are irrevocable and shall be binding upon your heirs, legal representatives, successors and assigns.

By signing below, this Letter Agreement shall serve as written confirmation that you have reviewed this Letter Agreement (and consulted with your legal and tax advisors to the extent you deemed necessary) and agree to the terms and conditions of the Reverse Split Reduction and the Automatic Preferred Conversion as described herein. Upon the Effective Date, you understand that you will be releasing and discharging the Company and its affiliates from any and all obligations and duties that such persons may have to you with respect to your Series A Preferred shares. Notwithstanding anything contained herein, in the event the Offering is not consummated on or before October 2, 2017, this Letter Agreement will terminate and the Automatic Preferred Conversion shall not take place.

This Letter Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Letter Agreement. In addition, you hereby represent that you meet the requirements of at least one of the suitability standards for an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act of 1933, as amended and that you have had the opportunity to obtain any additional information, to the extent the Company has such information in its possession or could acquire it without unreasonable effort or expense, necessary in connection with the matters set forth in this Letter Agreement including, without limitation, information concerning the financial condition, results of operations, capitalization and business of the Company deemed relevant by you or your advisors, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to your full satisfaction.. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to choice of law principles. This Letter Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In case any provision of this Letter Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Letter Agreement, and the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Letter Agreement evidences waiver by the undersigned with respect to any and all defaults or events of default by the Company with respect to any failure by the Company to comply with any covenants contained in the Transaction Documents.

The parties hereby consent and agree that if this Letter Agreement shall at any time be deemed by the parties for any reason insufficient, in whole or in part, to carry out the true intent and spirit hereof or thereof, the parties will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the parties may be reasonably required in order more effectively to accomplish the purposes of this Letter Agreement.

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Please indicate confirmation of the terms provided herein by executing and returning this Letter Agreement in the space provided below.

Very truly yours,

CAR CHARGING GROUP, INC.

By: _____
Name: Michael J. Calise
Title: Chief Executive Officer

Date: _____

ACCEPTED AND AGREED:

MICHAEL D. FARKAS

_____

Date: _____

CARCHARGING™

March 27, 2014

Mr. Andrew Shapiro

_____

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Re: *Board of Directors Offer Letter Agreement*

Dear Andrew,

Based on our discussions, I am very pleased to offer you a position as a member of the Board of Directors (the "Board") of the Car Charging Group, Inc. (the "Company"), pursuant to the terms and conditions herein.

The term of your Board services (the "Services") as described in this agreement ("Agreement") shall commence upon the date of your execution of the Agreement (the "Effective Date") and terminate upon thirty (30) days written notice by either party. Should you choose to accept this position as a Member of the Board, **and** should the other Board Members vote to appoint you to the Board, this Agreement shall contain all of the terms and conditions relating to the services you are to provide as a consultant and as a Board Member. This Agreement is based on the following terms and conditions:

Board Services: As a member of the Board, your Services shall include using your reasonable best efforts to provide general and specific financial and strategic advisory and consulting services to the Company, including but not limited to advising and assisting the Company with respect to: (i) debt and/or equity financings; (ii) any business combination transactions, such as a sale, acquisition, merger or joint venture; and, (iii) any networking introductions regarding business opportunities in the Company's electric car charging services industry.

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

Board Start Date: The date that your nomination to the Board is formally approved by the Board of Directors of the Company and accepted by you (the "Membership Date") shall constitute your starting date as a Board member. You will serve as a member of the Board until the annual meeting for the year in which your term expires or until your successor has been elected and

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qualified, subject however, to your prior death, resignation, retirement, disqualification or removal from office.

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

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

Compensation: Upon the Membership Date and during the term of this Agreement, your compensation as a Board Member shall be as follows:

(i) Within fifteen days after the Membership Date, the Company shall deliver to you an option to purchase Four Hundred Thousand (400,000) shares of Common Stock, at an exercise price per share equal to $0.01 above the closing price on the Membership Date (the "Membership Option Award");

(ii) Within fifteen days after the Membership Date, the Company shall deliver to you Twenty Five Thousand Dollars ($25,000.00), and an additional Twenty Five Thousand Dollars ($25,000) shall be payable every three months, starting on the three-month anniversary of the Membership Date as defined herein (the "Board Fee");

(iii) An option to purchase up to 5,000 shares of Common Stock for your attendance at any Company Board meeting at an exercise price equal to $0.01 above the closing price on the date of such Board Meeting;

(iv) $1,500 for each Board Meeting you attend (the "Nominal Fee"); and

(v) $1,500 per Board committee meeting you attend, should you become Chairman of such committee (the "Additional Fee").

At the option of the Company, certain payments payable by the Company herein, including the Nominal Fee and Additional Fee, but excluding the Board Fee (unless you and the Company mutually agree otherwise), may be paid in Company Common Stock, at a value of two times the cash value.

The Membership Option Award, consisting of an option to purchase 400,000 shares of Common Stock, shall be cashless, shall vest immediately, and shall expire seven (7) years from the date of issue. All other options given pursuant to this Agreement shall be cashless, shall

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have a one-year vesting period, and shall expire five (5) years from the date of issue.

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

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

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

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

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

The Company is hereby authorized to disclose the existence of this Agreement to its transfer agent and such transfer agent shall only release

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

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

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

D&O Insurance: During your term as a member of the Board, the Company shall include you as an insured under an officers and directors insurance policy, with current coverage of five million dollars ($5,000,000) for all losses in the aggregate, including defense costs. A copy of this policy will be provided to you in advance of the Membership Date.

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

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

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

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

i. Any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could

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have commercial value or utility in the business in which the Company is engaged; or

ii. Any information that is related to the business of the Company and is generally not known by non-Company personnel.

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

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

i. Any information which becomes generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you;

ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

iii. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

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

No Disclosure. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such

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information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph (d) shall survive termination of this Agreement. You and the Company further agree that the existence of this Agreement and your provision of the Services shall not be publicly disclosed except after the Membership Date to the extent such disclosure is required by law or the rules of a major national exchange.

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

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

Additional Documents: The obligations of the Company to consummate your appointment to the Board as contemplated by this Agreement are subject to your delivery of the following additional documents:

i. Board Member Questionnaire and Background Check/Credit Report Release (attached hereto as Exhibit A);

ii. Non-Qualified Option Agreement (attached hereto as Exhibit B).

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

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

Sincerely,

By: _____ April 28, 2014
Michael D. Farkas
Chief Executive Officer

Accepted and Agreed:

Signature: _____

Name: Andrew Shapiro

Date: March 27, 2014

CARCHARGING™

June 27, 2014

Mr. Donald Engel
570 Park Avenue
New York, NY 10065

Re: *Board of Directors Offer Letter Agreement*

Dear Donald,

Based on our discussions, I am very pleased to offer you a position as a member of the Board of Directors (the "Board") of the Car Charging Group, Inc. (the "Company"), pursuant to the terms and conditions herein.

The term of your Board services (the "Services") as described in this agreement ("Agreement") shall commence upon the date of your execution of the Agreement (the "Effective Date") and terminate upon thirty (30) days written notice by either party. Should you choose to accept this position as a Member of the Board, **and** should the other Board Members vote to appoint you to the Board, this Agreement shall contain all of the terms and conditions relating to the services you are to provide as a consultant and as a Board Member. This Agreement is based on the following terms and conditions:

Board Services: As a member of the Board, your Services shall include using your reasonable best efforts to provide general and specific financial and strategic advisory and consulting services to the Company, including but not limited to advising and assisting the Company with respect to: (i) debt and/or equity financings; (ii) any business combination transactions, such as a sale, acquisition, merger or joint venture; and, (iii) any networking introductions regarding business opportunities in the Company's electric car charging services industry.

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

Board Start Date: The date that your nomination to the Board is formally approved by the Board of Directors of the Company and accepted by you (the "Membership Date") shall constitute your starting date as a Board member. You will serve as a member of the Board until the annual meeting for the year in which your term expires or until your successor has been elected and

qualified, subject however, to your prior death, resignation, retirement, disqualification or removal from office.

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

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

Compensation: Upon the Membership Date and during the term of this Agreement, your compensation as a Board Member shall be as follows:

(i) Within fifteen days after the Membership Date, the Company shall deliver to you an option to purchase Three Hundred Thousand (300,000) shares of Common Stock, at an exercise price per share equal to $1.00 (the "Membership Option Award");

(ii) An option to purchase up to 5,000 shares of Common Stock for your attendance at any Company Board meeting at an exercise price equal to $0.01 above the closing price on the date of such Board Meeting;

(iii) $1,500 for each Board Meeting you attend (the "Nominal Fee"); and

(iv) $1,500 per Board committee meeting you attend, should you become Chairman of such committee (the "Additional Fee").

At the option of the Company, all payments payable by the Company herein, including the Nominal Fee and Additional Fee may be paid in Company Common Stock, at a value of two times the cash value as the date on which the payment is earned.

The Membership Option Award, consisting of an option to purchase 300,000 shares of Common Stock, shall be non-cashless, shall vest immediately, and shall expire five (5) years from the date of issue. All other options given pursuant to this Agreement shall be non-cashless, shall immediately vest, and shall expire five (5) years from the date of issue.

Sale Restrictions. You hereby agree that you will not, without the prior written consent of the Company, offer, pledge, sell, contract to sell, hypothecate, lend, transfer or otherwise dispose of any of the shares which you own or have a right to acquire as of the date hereof (collectively, the "Lockup Shares") for a period of six (6) months following the date you receive the Lockup Shares (the "Lockup Period"). Following the expiration of the Lockup Period, you shall upon

Period"). Following the expiration of the Lockup Period, you shall upon consent of the company, have the right, in the aggregate, to sell, dispose of or otherwise transfer the Lockup Shares without restriction, up to five percent (5%) of the total daily trading volume of the Company's common stock.

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

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

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

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

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

Expenses: The Company agrees to reimburse all of your travel and other reasonable documented expenses relating to your attendance at meetings of the Board. In addition, the Company agrees to reimburse you for reasonable

expenses that you incur in connection with the performance of your duties as a director of the Company.

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

D&O Insurance: During your term as a member of the Board, the Company shall include you as an insured under an officers and directors insurance policy, with current coverage of five million dollars ($5,000,000) for all losses in the aggregate, including defense costs. A copy of this policy will be provided to you in advance of the Membership Date.

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

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

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

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

i. Any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; or

ii. Any information that is related to the business of the Company and is generally not known by non-Company personnel.

iii. By way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to

practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

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

i. Any information which becomes generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you;

ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

iii. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

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

No Disclosure. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph (d) shall survive termination of this Agreement. You and the Company further agree that the existence of this Agreement and your provision of the Services shall not be publicly disclosed except after the Membership Date to the extent such disclosure is required by law or the rules of a major national

exchange.

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

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

Additional Documents: The obligations of the Company to consummate your appointment to the Board as contemplated by this Agreement are subject to your delivery of the following additional documents:

i. Board Member Questionnaire and Background Check/Credit Report Release (attached hereto as Exhibit A);

ii. Non-Qualified Option Agreement (attached hereto as Exhibit B).

Entire Agreement; Amendment; Waiver; Counterparts: This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this agreement may be amended and observance of any term of this agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this agreement by any party shall not be construed as a waiver of any subsequent breach or failure of

the same term or condition or waiver of any other term or condition of this agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

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CARCHARGING™

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

Sincerely,

By: _____
Michael D. Farkas
Chief Executive Officer

Accepted and Agreed:

Signature: _____

Name: Donald Engel

Date: 11 July 14

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of March 11, 2016 between Car Charging Group, Inc., a Nevada corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) promulgated thereunder (meaning, an offering of securities not involving a general solicitation), the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.5.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Certificate of Designation" means the Certificate of Designation of the Series C Preferred Stock, par value $0.001 per share, in the form attached hereto as Exhibit B.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchasers' obligations to pay the Subscription Amount and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Shares" includes the Shares of Common Stock issuable upon conversion of the Preferred Shares.

"Common Stock" means the common stock of the Company, par value $0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the

Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company Counsel" means Szaferman Lakind Blumstein & Blader, PC, with offices located at 101 Grovers Mill Road, Second Floor, Lawrenceville, New Jersey 08648.

"Disclosure Schedules" shall have the meaning ascribed to such term in Section 3.1.

"Effective Date" means the earliest of the date that (a) the initial Registration Statement has been declared effective by the Commission, (b) all of the Registrable Securities have been sold pursuant to Rule 144 or may be sold pursuant to Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 and without volume or manner-of-sale restrictions or (c) following the one year anniversary of the Closing Date provided that a holder of Registrable Securities is not an Affiliate of the Company, all of the Registrable Securities may be sold pursuant to an exemption from registration under Section 4(1) of the Securities Act without volume or manner-of-sale restrictions and Company Counsel has delivered to such holders a standing written unqualified opinion that resales may then be made by such holders of the Registrable Securities pursuant to such exemption which opinion shall be in form and substance reasonably acceptable to such holders.

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(r).

"Exchange Securities" shall have the meaning set forth in Section 7.2.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exempt Issuance" means the issuance of (a) shares of Common Stock or options to consultants, employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by the Board of Directors, (b) securities upon the exercise or exchange of or conversion of any Securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement and/or other securities exercisable, exchangeable or issuable pursuant to contractual obligations outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Indebtedness" shall have the meaning ascribed to such term in Section 3.1(aa).

"Initial Payment" shall have the meaning ascribed to such term in Section 2.1.

"Intellectual Property Rights" shall have the meaning ascribed to such term in Section 3.1(o).

"Legend Removal Date" shall have the meaning ascribed to such term in Section 4.1(c).

"Liens" means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(m).

"Milestones" shall have the meaning ascribed to such term in Section 4.23.

"Milestone Amounts" shall have the meaning ascribed to such term in Section 4.23.

"Participation Maximum" shall have the meaning ascribed to such term in Section 4.10(a).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Pre-Notice" shall have the meaning ascribed to such term in Section 4.10(b).

"Preferred Shares" means shares of Series C Preferred Stock, par value $0.001 per share, of Company provided for in the Certificate of Designation, which form is attached hereto as Exhibit B, to be issued to Purchaser pursuant to this Agreement.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Public Information Failure" shall have the meaning ascribed to such term in Section 4.2(b).

"Public Information Failure Payments" shall have the meaning ascribed to such term in Section 4.2(b).

"Purchaser Party" shall have the meaning ascribed to such term in Section 4.8.

"Purchase Price" equals $60.00 per share of Series C Preferred Stock

"Registrable Securities" shall have the meaning ascribed to it in the Registration Rights Agreement.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the date hereof, among the Company and the Purchasers, in the form of Exhibit A attached hereto.

"Registration Statement" means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale by the Purchasers of the Common Shares and the Warrant Shares.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Required Purchasers" means by approval of holders of sixty percent (60%) of the aggregate amount of Preferred Shares then outstanding.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the

Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities" means the Preferred Shares, Common Shares, the Warrants, and the Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" include the Preferred Shares, the Common Shares, and the Warrant Shares.

"Short Sales" means all "short" sales as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"Stated Value" means $100 per share of Series C Preferred Stock, par value $0.001 per share.

"Subscription Amount" means, as to each Purchaser, the aggregate amount to be paid for Shares and Warrants purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsequent Financing" shall have the meaning ascribed to such term in Section 4.10(a).

"Subsidiary" means any subsidiary of the Company as set forth on Schedule 3.1(a) and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Third Party" shall have the meaning ascribed to such term in Section 4.23(c).

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Markets (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Certificate of Designation, the Warrants, the Registration Rights Agreement, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means Worldwide Stock Transfer, LLC, the current transfer agent of the Company, with a mailing address of 433 Hackensack Avenue, Hackensack, New Jersey 07601 and a facsimile number of (201) 820-2010, and any successor transfer agent of the Company.

"Variable Rate Transaction" shall have the meaning ascribed to such term in Section 4.21.

"Warrants" means, collectively, the Common Stock purchase warrants delivered to the Purchasers at the Closing in accordance with Section 2.2(a) hereof in the form of Exhibit C attached hereto.

"Warrant Shares" means the shares of Common Stock issuable upon exercise of the Warrants.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing.

(a) On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase 48,333 Preferred Shares and 6,904,857Warrants for the Subscription Amount. The foregoing notwithstanding, Purchaser shall deliver $650,040 (the "Initial Payment") on the Closing Date and the Company shall deliver 10,834 Preferred Shares and 1,547,714 Warrants. The remainder of the Subscription Amount shall be delivered by Purchaser on or before June 24, 2016 subject to

Company's meeting one or more of the Milestones and the Company shall deliver the corresponding Securities upon receipt of the corresponding Milestone Amounts.

(b) Each Purchaser shall deliver to the Company via wire transfer or a certified check, immediately available funds equal to such Purchaser's Subscription Amount as set forth on the signature page hereto executed by such Purchaser, and the Company shall deliver to each Purchaser its respective Preferred Shares and a Warrant, as determined pursuant to Section 2.2(a), and the Company and each Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at such location as the parties shall mutually agree.

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a Warrant registered in the name of such Purchaser to purchase up to a number of shares of Common Stock equal to 100% of the shares of Common Stock that such Purchaser could convert its Preferred Shares into, with an exercise price equal to $1.00, subject to adjustment therein (such Warrant certificate may be delivered within three Trading Days of the Closing Date);

(iii) a certified copy of the Articles of Incorporation of the Company, as amended to date, dated within 10 days of the Closing Date;

(iv) a Certificate of Good Standing of the Company, dated within 10 days of the Closing Date;

(v) a Certificate of the Secretary of the Company, in customary form;

(vi) a Certificate of the Chief Executive Officer ("CEO") of the Company, in customary form;

(vii) a letter on Company letterhead containing the wire instructions for the Company's bank account to which the Subscription Amounts should be delivered;

(viii) the Registration Rights Agreement duly executed by the Company; and

(ix) certificates of the Preferred Shares.

(b) On or prior to the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by such Purchaser; and

(ii) the Registration Rights Agreement duly executed by such Purchaser.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all respects on the Closing Date of the representations and warranties of the Purchasers contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of each Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by each Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The respective obligations of the Purchasers hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all respects when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) The Company has obtained all Required Approvals;

(v) there shall have been no Material Adverse Effect with respect to the Company since the date of its last quarterly report on Form 10-Q filed with the Commission.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company . Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to each Purchaser:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1(a). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of this Agreement and the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.4 of this Agreement, (ii) the filing with the Commission pursuant to the Registration Rights Agreement, (iii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Common Shares and Warrant Shares for trading thereon in the time and manner required thereby, and (iv) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

(f) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens other than restrictions on transfer provided for in the Transaction Documents. The Warrant Shares and Common Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens other than restrictions on transfer provided for in the Transaction Documents.

(g) Capitalization. The capitalization of the Company is as set forth on Schedule 3.1(g), which Schedule 3.1(g) shall also include the number of shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock pursuant to the Company's incentive stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. Except as otherwise set forth on Schedule 3.1(g): (i) no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents; (ii) except as a result of the purchase and sale of the Securities, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents; and (iii) the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. Except as disclosed on Schedule 3.1(h), the Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports"). As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Except as disclosed in our SEC Reports, since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof: (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans, employment agreements or director's agreements. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement or as set forth on Schedule 3.1(i), no event, liability, fact, circumstance, occurrence or development has occurred or exists, or is reasonably expected to occur or exist, with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 Trading Day prior to the date that this representation is made.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign, including, without limitation, FINRA or any predecessor regulator) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 3.1(j), neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company or its Subsidiaries, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Except as set forth in Schedule 3.1(l), neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other governmental authority or (iii) is or has been in material violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters.

(m) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(o) Intellectual Property. The Company and the Subsidiaries own, or have legal rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as described in the SEC Reports as necessary or required for use in connection with their respective businesses and which the failure to do so could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement and which the failure to do so could have a Material Adverse Effect. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage at least equal to the aggregate Subscription Amount. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(q) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $50,000 other than for: (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(r) Sarbanes-Oxley; Internal Accounting Controls. The Company and the Subsidiaries are in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company or its Subsidiaries.

(s) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(t) Private Placement. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchasers as contemplated hereby. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market.

(u) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(v) Registration Rights. Other than each of the Purchasers and the any shareholders listed on Schedule 3.1(v), no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(w) Listing and Maintenance Requirements. The Company is required to file periodic reports pursuant to Section 15(d) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

(x) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchasers as a result of the Purchasers and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchasers' ownership of the Securities.

(y) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information that would prevent the Purchasers from consummating the transaction contemplated hereby. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(z) No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(aa) Solvency. Except as set forth on Schedule 3.1(aa), based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder: (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. Schedule 3.1(aa) sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(bb) Tax Status. Except as set forth on Schedule 3.1(bb), the Company and its Subsidiaries each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(cc) No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchasers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

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

(ee) Accountants. The Company's accounting firm is set forth on Schedule 3.1(ee) of the Disclosure Schedules. To the knowledge and belief of the Company, such accounting firm: (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report for the fiscal year ending December 31, 2014.

(ff) No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(gg) Acknowledgment Regarding Purchasers' Purchase of Securities. The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchasers' purchase of the Securities. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(hh) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(ii) Stock Option Plans. Each stock option granted by the Company under the Company's stock option plan was granted (i) in accordance with the terms of the Company's stock option plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(jj) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(kk) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Purchaser's request.

(ll) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(mm) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act ("Regulation D Securities"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchasers a copy of any disclosures provided thereunder.

(nn) Other Covered Persons. The Company is not aware of any person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

(oo) Notice of Disqualification Events. The Company will notify the Purchasers in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

3.2 Representations and Warranties of the Purchasers. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein):

(a) Organization; Authority. Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. Such Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting such Purchaser's right to sell the Securities pursuant to the Registration Statement or otherwise in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

(c) Purchaser Status. At the time such Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it exercises any Warrants, it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

(d) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) General Solicitation. Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(f) Opportunity to Obtain Information. Such Purchaser acknowledges that representatives of the Company have made available to such Purchaser the opportunity to review the books and records of the Company and its Subsidiaries and to ask questions of and receive answers from such representatives concerning the business and affairs of the Company and its Subsidiaries.

(g) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, such Purchaser has not directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser, executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that such Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

The Company acknowledges and agrees that the representations contained in Section 3.2 shall not modify, amend or affect such Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transaction contemplated hereby.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and the Registration Rights Agreement and shall have the rights and obligations of a Purchaser under this Agreement and the Registration Rights Agreement.

(b) The Purchasers agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

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

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement and the Registration Rights Agreement and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities, including, if the Securities are subject to registration pursuant to the Registration Rights Agreement, the preparation and filing of any required prospectus supplement under Rule 424(b)(3) under the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of Selling Stockholders (as defined in the Registration Rights Agreement) thereunder.

(c) Certificates evidencing the Common Shares and Warrant Shares shall not contain any legend (including the legend set forth in Section 4.1(b) hereof), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Common Shares or Warrant Shares pursuant to Rule 144, (iii) if such Securities are eligible to be sold, assigned or transferred under Rule 144 (provided that a Purchaser provides the Company with reasonable assurances that such Securities are eligible for sale, assignment or transfer under Rule 144 which shall not include an opinion of Purchaser's counsel), or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Effective Date if required by the Transfer Agent to effect the removal of the legend hereunder. If all or any portion of a Warrant is exercised at a time when there is an effective registration statement to cover the resale of the Warrant Shares, or if such Common Shares or Warrant Shares may be sold under Rule 144 and the Company is then in compliance with the current public information required under Rule 144, or if the Common Shares or Warrant Shares may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Common Shares or Warrant Shares or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Common Shares and Warrant Shares shall be issued free of all legends. The Company agrees that following the Effective Date or at such time as such legend is no longer required under this Section 4.1(c), it will, no later than three Trading Days following the delivery by a Purchaser to the Company or the Transfer Agent of a certificate representing Common Shares or Warrant Shares, as the case may be, issued with a restrictive legend (such third Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to such Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. Certificates for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by such Purchaser.

(d) Each Purchaser, severally and not jointly with the other Purchasers, agrees with the Company that such Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding.

4.2 Furnishing of Information; Public Information.

(a) If the Common Stock is not registered under Section 12(b) or 12(g) of the Exchange Act on the date hereof, the Company agrees to cause the Common Stock to be registered under Section 12(g) of the Exchange Act on or before the 120th calendar day following the date hereof. Until the earliest of the time that (i) no Purchaser owns Securities or (ii) the Warrants have expired, the Company covenants to maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

(b) At any time during the period commencing from the six (6) month anniversary of the date hereof and ending at such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company shall fail for any reason to satisfy the current public information requirement under Rule 144(c) (a "Public Information Failure") then, in addition to such Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash or in PIK Shares, as partial liquidated damages and not as a penalty, whether to pay in cash or in PIK Shares is at the Company's sole discretion, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to one percent (1.0%) of the aggregate Subscription Amount of such Purchaser's Securities on the day of a Public Information Failure and on every thirtieth (30th) day (pro rated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Purchasers to transfer the Common Shares and Warrant Shares pursuant to Rule 144. The payments to which a Purchaser shall be entitled pursuant to this Section 4.2(b) are referred to herein as "Public Information Failure Payments." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3rd) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. Nothing herein shall limit such Purchaser's right to pursue actual damages for the Public Information Failure, and such Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.3 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

4.4 Securities Laws Disclosure; Publicity. The Company shall (a) by 9:30 a.m. (New York City time) on the Trading Day immediately following the date hereof, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Purchasers that it shall have publicly disclosed all material, non-public information delivered to any of the Purchasers by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except: (a) as required by federal securities law in connection with (i) any registration statement contemplated by the Registration Rights Agreement and (ii) the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchasers with prior notice of such disclosure permitted under this clause (b).

4.5 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4.6 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it, nor any other Person acting on its behalf, will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto such Purchaser shall have entered into a written agreement with the Company regarding the confidentiality and use of such information. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities hereunder for working capital purposes.

4.8 Indemnification of Purchasers. Subject to the provisions of this Section, the Company will indemnify and hold each Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of such Purchaser Parties, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of such Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser Parties may have with any such stockholder or any violations by such Purchaser Parties of state or federal securities laws or any conduct by such Purchaser Parties which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.9 Listing of Common Stock. The Company hereby agrees to use best efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Common Shares and Warrant Shares on such Trading Market and promptly secure the listing of all of the Common Shares and Warrant Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Common Shares and Warrant Shares, and will take such other action as is necessary to cause all of the Common Shares and Warrant Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing or quotation and trading of its Common Stock on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market.

4.10 Right of Participation.

(a) In addition, for a period commencing on the Closing Date and terminating on the twelve (12) month anniversary of the Closing Date, the Company agrees not to participate in any offer or sale of equity or debt securities (a "Subsequent Financing") without offering to the Purchasers the opportunity to purchase up to a minimum of 35% of the securities offered in such Subsequent Financing (the "Participation Maximum") on the same terms, conditions and price provided for in the Subsequent Financing.

(b) At least five (5) Trading Days prior to the closing of the Subsequent Financing, the Company shall deliver to each Purchaser a written notice of its intention to effect a Subsequent Financing ("Pre-Notice"), which Pre-Notice shall ask such Purchaser if it wants to review the details of such financing (such additional notice, a "Subsequent Financing Notice"). Upon the request of a Purchaser, and only upon a request by such Purchaser, for a Subsequent Financing Notice, the Company shall promptly, but no later than one (1) Trading Day after such request, deliver a Subsequent Financing Notice to such Purchaser. The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person or Persons through or with whom such Subsequent Financing is proposed to be effected and shall include a term sheet or similar document relating thereto as an attachment.

(c) Any Purchaser desiring to participate in such Subsequent Financing must provide written notice to the Company by not later than 5:30 p.m. (New York City time) on the fifth (5th) Trading Day after such Purchaser's receipt of the Pre-Notice, that such Purchaser is willing to participate in the Subsequent Financing, the amount of such Purchaser's participation, and representing and warranting that such Purchaser has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If the Company receives no such notice from a Purchaser as of such fifth (5th) Trading Day, such Purchaser shall be deemed to have notified the Company that it does not elect to participate.

(d) If by 5:30 p.m. (New York City time) on the fifth (5th) Trading Day after all of the Purchasers have received the Pre-Notice, notifications by the Purchasers of their willingness to participate in the Subsequent Financing (or to cause their designees to participate) cover, in the aggregate, less than the total amount of the Subsequent Financing, then the Company may effect the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice.

(e) If by 5:30 p.m. (New York City time) on the fifth (5^{th}) Trading Day after all of the Purchasers have received the Pre-Notice, the Company receives responses to a Subsequent Financing Notice from Purchasers seeking to purchase more than the aggregate amount of the Participation Maximum, each such Purchaser shall have the right to purchase its Pro Rata Portion (as defined below) of the Participation Maximum. "Pro Rata Portion" means the ratio of (x) the Subscription Amount of Securities purchased on the Closing Date by a Purchaser participating under this Section 4.10 and (y) the sum of the aggregate Subscription Amounts of Securities purchased on the Closing Date by all Purchasers participating under this Section 4.10 plus the aggregate subscription amounts of investors that acquire Preferred Shares for Exchange Securities that are participating in such Subsequent Financing pursuant to participation rights granted to such investors under such agreements that are substantially similar to this Section 4.10.

(f) The Company must provide the Purchasers with a second Subsequent Financing Notice, and the Purchasers will again have the right of participation set forth above in this Section 4.10, if the Subsequent Financing subject to the initial Subsequent Financing Notice is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within thirty (30) Trading Days after the date of the initial Subsequent Financing Notice.

(g) The Company and each Purchaser agree that if any Purchaser elects to participate in the Subsequent Financing, the transaction documents related to the Subsequent Financing shall not include any term or provision whereby such Purchaser shall be required to agree to any restrictions on trading as to any of the Securities purchased hereunder or be required to consent to any amendment to or termination of, or grant any waiver, release or the like under or in connection with, this Agreement, without the prior written consent of such Purchaser.

(h) Notwithstanding anything to the contrary in this Section 4.10 and unless otherwise agreed to by such Purchaser, the Company shall either confirm in writing to such Purchaser that the transaction with respect to the Subsequent Financing has been abandoned or shall publicly disclose its intention to issue the securities in the Subsequent Financing, in either case in such a manner such that such Purchaser will not be in possession of any material, non-public information, by the tenth (10th) Business Day following delivery of the Subsequent Financing Notice. If by such tenth (10th) Business Day, no public disclosure regarding a transaction with respect to the Subsequent Financing has been made, and no notice regarding the abandonment of such transaction has been received by such Purchaser, such transaction shall be deemed to have been abandoned and such Purchaser shall not be deemed to be in possession of any material, non-public information with respect to the Company or any of its Subsidiaries.

(i) Notwithstanding the foregoing, this Section 4.10 shall not apply in respect of an Exempt Issuance.

4.11 Equal Treatment of Purchasers. Except pursuant to Article VI herein or otherwise agreed to in writing by the Company and the Purchasers, no consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration is also offered to all of the parties to this Agreement but excluding any reimbursement of actual out-of-pocket expenses. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchasers as a class and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise.

4.12 Intentionally Omitted.

4.13 Intentionally Omitted.

4.14 Intentionally Omitted.

4.15 Certain Transactions and Confidentiality. Each Purchaser, severally and not jointly with the other Purchasers, covenants that neither it, nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales, of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, such Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents and the Disclosure Schedules. Notwithstanding the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Purchaser makes any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4, (ii) no Purchaser shall be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4 and (iii) no Purchaser shall have any duty of confidentiality to the Company or its Subsidiaries after the issuance of the initial press release as described in Section 4.4. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement.

4.16 Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof, promptly upon request of any Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchasers at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Purchaser.

4.17 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Common Shares and Warrant Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.18 No Short Sales. For so long as any Purchaser holds Securities, neither Purchaser nor any of its Affiliates nor any entity managed or controlled by each such Purchaser will, directly or indirectly, or cause or assist any Person to (x) enter into or execute any Short Sale or (y) trade in derivative securities to the same effect. For instance, no Purchaser shall engage in any Short Sale which would prevent the Company from exercising its rights under Section 2(f) of the Warrant. Nothing contained herein shall prevent the exercise of a warrant or securities lending in the ordinary course of business by a Purchaser.

4.19 Subsequent Debt and Equity Sales.

(a) From the date hereof until such time as no shares of Preferred Shares are outstanding, the Company shall not incur or enter into any agreement to incur any additional debt, other than working capital financing, debt issued to replace existing debt or an inventory financing transaction or transactions that have been previously approved by the Required Purchasers, without the prior written consent of the Required Purchasers which shall not be unreasonably withheld.

(b) From the date hereof until such time as no shares of Preferred Stock are outstanding, the Company shall not issue or enter into any agreement to issue, or announce the issuance or proposed issuance of any debt or equity securities that are senior, or *pari passu* with, in right to the Preferred Shares without the prior written consent of the Required Purchasers.

4.20 Board Nomination. The Board shall appoint one individual nominated by a majority in interest of the holders of Preferred Shares, such nominee to be reasonably satisfactory to the Board, to serve as a member of the Board until the next annual meeting of stockholders of the Company. The Company shall enter a customary indemnification agreement in favor of such director and shall maintain at all times directors liability insurance in form and amount reasonably satisfactory to such director.

4.21 Prohibition on Variable Rate Transactions. From the date hereof until such time as no Purchaser holds any of the Warrants, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction. "Variable Rate Transaction" means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price. Any Purchaser shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

4.22 Exchange Option. Until the twelve (12) month anniversary of the Closing Date, Purchaser shall have the option to exchange all or a portion of the Preferred Shares purchased pursuant to this Agreement for any securities placed by the Company in a future equity financing transaction, based on a Preferred Share value equal to 125% of the purchase price for financing closed prior to April 30, 2016 and otherwise based on a Preferred Share value equal to 150% of the Purchase Price hereunder. Additionally, the parties expressly agree that Purchaser may, pursuant to a written amendment, agree to amend or adjust the terms of this Agreement, this Section, and/or the terms applicable to the Preferred Shares purchased hereunder.

4 . 2 3 Company Payment Milestones. Prior to June 24, 2016, Purchasers will make incremental payments ("Milestone Amounts") to the Company toward the Subscription Amount upon Company's completion of the milestones listed below (the "Milestones") in the following amounts pro rata among all Purchasers, but in no case more than the Subscription Amount in aggregate including the Initial Payment:

(a) For each additional fiscal quarter's financial statements filed with the SEC the Purchasers will pay $150,000.

(b) For any publicly announced purchase order received by the Company for the sale of equipment where the Company in good faith estimates that the sale is at a 40% or greater gross margin, and the CEO personally certifies as such, Purchasers will pay one quarter of the portion of the total purchase order amount that relates to equipment to be delivered in calendar year 2016.

(c) For any additional publicly announced financing received by Company from a party other than Purchasers ("Third Party"), Purchasers will pay one half of Third Party's subscription amount.

Milestone related payments will be made within 5 business days of notice by the Company that the Milestone is completed. If, by June 24th, 2016, the Company has not met sufficient Milestones for payment of the full Subscription Amount, then the Purchasers will have no further obligation to pay further Milestone Amounts, and the Purchasers shall only be entitled to receive such additional Securities that correspond to the portion of the Subscription Amount paid by Purchaser.

4.24 (a) if

(i) the Company fails to achieve annual overall revenue growth of 20% measured year to year (e.g., Q3 2016 compared to Q3 2015) based on its most recent public filings; and

(ii) the Company fails to achieve at least a 25% increase in the value of purchase orders received for Generation 2 Hardware (with a minimum average 40% gross margin[1]) quarter over quarter on a quarterly basis (e.g., Q3 2016 compared to Q2 2016) based on its most recent two quarters of public filings; and

(iii) the Holders of the Preferred Shares request a Holder Redemption Request pursuant to the Series C Certificate of Designation; and

(iv) the Company chooses not to honor the Holder Redemption Request;

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[1] As certified by the Company's Chief Executive Officer in a separate non-public document.

(b) then, within 180 days from the Company's receipt of notice from at least 60% of the holders of the Preferred Shares, the Company will use reasonable efforts to enter into an agreement to sell substantially all of its assets and use the proceeds to pay all creditors and shareholders according to their position and in accordance with applicable laws. The Company will promptly and continuously retain a reputed firm specializing in such asset sales which is acceptable to 60% of the holders of the Preferred Shares unless such holders waive this requirement.

(c) In the event the Company does not complete the sale of substantially all of its assets within said 180 day period, Michael D. Farkas agrees to vote all shares of voting capital stock of the Company registered in his name or beneficially owned by him as of the date hereof in accordance with the instructions of at least 60% of the holders of the Preferred Shares on questions relating to the liquidation of the Company and any other questions, including without limitation, Board of Directors modifications, necessary to effect a Company liquidation.

ARTICLE V.
COVENANTS OF THE COMPANY

5 . 1 Related Party Transactions. From the date hereof until such time as no shares of Preferred Stock are outstanding, the Company shall not enter into any transactions of any kind with any officers, affiliates or related parties of the Company (except as contemplated by Section 4.20).

5 . 2 Board Membership. So long as there are Preferred Shares outstanding, the Company will appoint to the Board one representative that is nominated by a majority of the holders of the Preferred Shares.

5 . 3 Reservation of Shares. The Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance, no less than 120% of the sum of the number of shares of Common Stock issuable (i) upon conversion of the Preferred Shares issued at the Closing, (ii) upon conversion of the PIK Shares, and (iii) upon exercise of the Warrants issued at the Closing (without taking into account any limitations on the conversion of the Preferred Shares or Warrants).

5 . 4 Restriction on Redemption and Cash Dividends. So long as any Preferred Shares are outstanding, the Company shall not, directly or indirectly, redeem, or declare or pay any cash dividend or distribution on, the Common Stock without the prior express written consent of the Required Purchasers.

5 . 5 Corporate Existence. So long as Preferred Shares are outstanding, the Company shall not be party to any Fundamental Transaction (as defined in the Certificate of Designation and Warrants, respectively) unless the Company is in compliance with the applicable provisions governing Fundamental Transactions set forth in the Certificate of Designation and the Warrants.

Notwithstanding the above, any covenant in this Article V may be waived or otherwise amended by the Required Purchasers.

ARTICLE VI.
Omitted

ARTICLE VII.
MISCELLANEOUS

7.1 Termination. This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the Closing has not been consummated on or before March 4th, 2016; provided, however, that such termination will not affect the right of any party to sue for any breach by any other party (or parties).

7.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchasers.

7.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

7.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

7.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Required Purchasers or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

7 . 6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchasers."

7 . 8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.8 and this Section 7.8.

7 . 9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then in addition to the obligations of the Company under Section 4.8, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

7.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

7.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

7.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

7.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; provided, however, that in the case of a rescission of an exercise of a Warrant, the applicable Purchaser shall be required to return any shares of Common Stock subject to any such rescinded exercise notice concurrently with the return to such Purchaser of the aggregate exercise price paid to the Company for such shares and the restoration of such Purchaser's right to acquire such shares pursuant to such Purchaser's Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

7.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

7.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

7.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

7.17 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereof or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Purchasers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Purchasers.

7.18 Liquidated Damages. The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

7.19 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

7.20 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

7.21 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

CAR CHARGING GROUP, INC.

By: _____
Name: Michael J. Calise, Jr.
Title: Chief Executive Officer

Address for Notice:
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139
Fax: (305) 521-0201

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

Szaferman Lakind Blumstein &
Blader, PC
Attn: Gregg Jaclin
101 Grovers Mill Road, 2nd Floor
Lawrenceville, NJ 08648
Fax: (609) 275-4511

FOR PURPOSES OF SECTION 4.24(C) ONLY:

_____
Michael D. Farkas

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SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGES TO CCGI SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____The Eventide Gilead Fund_____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: ____Jerry Szilagyi_____

Title of Authorized Signatory: _____President, Mutual Funds Series Trust_____

Email Address of Authorized Signatory: _____JerryS@catalystmutualfunds.com_____

Facsimile Number of Authorized Signatory: _____

Address for Notice to Purchaser:

Address for Delivery of Securities to Purchaser (if not same as address for notice):

Eventide Gilead Fund
c/o Abass Jalloh
Institutional Trust Custody
7 Easton Oval EA4E62
Columbus, OH 43219

Phone: 614.331.9967

Subscription Amount: $ 2,900,040.00 – of which $650,040 is payable at Closing

Preferred Shares: 48,334 – of which 10,834 are due at Closing

Warrant Shares: 6,904,857 – of which 1,547,714 are due at Closing

EIN Number: _____

Exhibit A
Registration Rights Agreement

Exhibit B
Series C Certificate of Designation

Exhibit C
Form of Warrant

AMENDMENT #3
TO THE SECURITIES PURCHASE AGREEMENT AND
TO THE $3,725,000 PROMISSORY NOTE

This Amendment #3, dated June 15, 2017 (this "Amendment"), is by and between Car Charging Group, Inc., a Nevada corporation (the "Issuer") and JMJ Financial (the "Investor") (referred to collectively herein as the "Parties")

WHEREAS, the Issuer and the Investor entered into a Securities Purchase Agreement Document SPA-10052016 (the "SPA") dated as of October 7, 2016, pursuant to which the Issuer issued to the Investor a $3,725,000 Promissory Note (the "Note"), a Warrant, and Origination Shares (all capitalized terms not otherwise defined herein shall have the meanings given such terms in the SPA);

WHEREAS, the Issuer and the Investor previously entered into Amendment #1 to the SPA and the Note dated March 23, 2017 extending the Maturity Date of the Note and the date for delivery of the Origination Shares; and

WHEREAS, the Issuer and the Investor previously entered into Amendment #2 to the SPA and the Note dated May 15, 2017 further extending the Maturity Date of the Note and the date for delivery of the Origination Shares.

NOW, THEREFORE, the Issuer and the Investor agree as follows:

1. Extension of Maturity Date. In the sentence in the Note (as previously amended) that states "The Maturity Date is the earlier of June 15, 2017 or the third business day after the closing of the Public Offering," the date of June 15, 2017 shall be replaced with the date of July 15, 2017.

2. Extension of Origination Shares Dates. The references to the date of June 15, 2017 in Sections 1.3.1 and 1.3.2 of the SPA (as previously amended) shall be replaced with the date of July 15, 2017.

3. Conditional Waiver of Default. The Investor conditionally waives the defaults for the Issuer's failure to meet the original and previously amended Maturity Date of the Note and delivery date for the Origination Shares, but the Investor does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the Investor's conditional waiver is conditioned on the Issuer's not being in default of and not breaching any term of the Note or the SPA or any other Transaction Documents at any time subsequent to the date of this Amendment (if the Issuer triggers an event of default or breaches any term of the Note, the SPA, or the Transaction Documents at any time subsequent to the date of this Amendment, the Investor may issue a notice of default for the Issuer's failure to meet the original Maturity Date of the Note and delivery date of the Origination Shares.

ALL OTHER TERMS AND CONDITIONS OF THE SPA AND THE NOTE REMAIN IN FULL FORCE AND EFFECT.

Please indicate acceptance and approval of this Amendment by signing below:

Michael J. Calise
Car Charging Group, Inc.
Chief Executive Officer

DocuSigned by:

JMJ Financial
Its Principal

[MONTH] [DAY], 2017

[RECIPIENT]

VIA ELECTRONIC MAIL

Re: **Agreement to Convert – Warrants and Series C Preferred Stock**

[RECIPIENT]:

You are being sent this letter (the "Letter Agreement") as you are currently the holder of Warrant shares and Series C Preferred shares of Car Charging Group, Inc. Reference is made to transaction documents entered into by and among Car Charging Group, Inc. and [RECIPIENT] pursuant to which you acquired Warrants and/or Series C Preferred stock (the "Transaction Documents").

Our Current Financing

As you may be aware, the Company is currently in the process of pursuing a public offering of its securities to raise up to $20,000,000 and list its securities onto the NASDAQ (the "Offering"). The Company has filed a registration statement on Form S-1 related to the Offering which is being led by Joseph Gunnar & Co (the "Underwriter"). In connection with the Offering and prior to its closing, the Company will be engaging in a reverse stock split pursuant to which the number of our shares of common stock, par value $0.001 per share (the "Common Stock"), issued and outstanding will be reduced proportionately based on the reverse stock split ratio. The Company believes that attaining and maintaining the listing of our shares of Common Stock on NASDAQ is in the best interests of our Company and its stockholders, because if listed on NASDAQ, the Company believes that the liquidity in the trading of its Common Stock could be significantly enhanced, which could result in an increase in the trading price and may encourage investor interest and improve the marketability of our Common Stock to a broader range of investors. The Company is therefore contacting you and other holders of the Company's securities to request they convert their holdings into Common Stock.

What We Need From You

By executing and delivering this letter, you agree to accept shares of restricted common stock as described below as full compensation for all outstanding Warrant shares, Series C Preferred shares, and any other amounts owed to you under any compensation associated with the Transaction Documents or any other agreements not referenced that may provide you with any rights to Warrant shares or Preferred Series C shares and include, but not limited to, any accrued dividends owed, Public Information Failure, and any penalties associated with the Company's failure to meet its securities registration obligations As of March 31, 2017 our records indicate that you own 50,000 Warrant shares and have rights to 149 Preferred Series C shares based on the ownership of Series C Preferred shares, accrued Series C Preferred share dividends plus the conversion of all accrued penalties convertible into Series C Preferred shares.

You will hereby agree to automatically convert upon your signing of this Letter Agreement (the "Automatic Warrant Conversion"), your 50,000 Warrant shares into 50,000 restricted shares of Common Stock. Within ten (10) business days of date of your signing this Letter Agreement, the Company shall send you instructions on surrendering to the Company your original Warrants; provided, however, the Automatic Warrant Conversion shall be effective on the signing of this Letter Agreement whether or not you surrender your original Warrants, which shall be null and void on such date.

You will hereby agree to automatically convert upon closing of the Offering (the "Automatic Preferred Conversion"), your Series C Preferred shares into restricted shares of Common Stock. The Automatic Preferred Conversion shall be calculated as follows:

> Your Series C Preferred shares shall convert to Common Stock by taking the number of Series C Preferred shares you own times (i) a factor of 115 divided by (ii) 80% of the per share price of Common Stock in the Offering (the "Re-IPO Price"). By way of example, if you own 1,000 Series C Preferred Shares and the Re-IPO Price is $10.00 per share, you will receive (1,000 x 115) divided buy (10.00 times 0.8) or 14,375 shares of Common Stock

Upon the triggering of the Automatic Preferred Conversion, the Company shall send you written notice (the "Automatic Preferred Conversion Notice") specifying the conversion price and date upon which such conversion will be effective (the "Effective Date") and the number of restricted shares of Common Stock to be issued to you upon conversion. The Automatic Preferred Conversion Notice will also contain instructions on surrendering to the Company your original Series C Preferred share certificates; provided, however, the Automatic Preferred Conversion shall be effective on the Effective Date whether or not you surrender your original Series C Preferred share certificates, which shall be null and void on the Effective Date.

By your agreement and acknowledgment below, this Letter Agreement shall serve as written confirmation that:

(a) You agree to the terms of the Automatic Warrant Conversion and the Automatic Preferred Conversion.

(b) You acknowledge and agree that upon each of the Automatic Warrant Conversion and the Automatic Preferred Conversion, the Warrants and Series C Preferred, respectively, shall be cancelled.

(c) You agree to the following lock-up conditions:

a. That for a period of 270 days beginning on the Effective Date (the "Lock-Up Period"), you will not, without the prior written consent of the Underwriter, (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of the Common Stock (the "Shares") or any securities convertible into or exercisable or exchangeable for Shares, whether now owned or hereafter acquired by you or with respect to which you have or hereafter acquire the power of disposition (collectively, the "Lock-Up Securities"); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) above or this clause (2) is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities. Notwithstanding the foregoing, and subject to the conditions below, you may transfer Lock-Up Securities without the prior written consent of the Underwriter in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Offering; provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a bona fide gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this Letter Agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities to a charity or educational institution; or (d) if you, directly or indirectly, control a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in such entity, as the case may be; provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Underwriter a lock up agreement substantially in the form of the lock-up provisions of this Letter Agreement and (iii) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made. You also agree and consent to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of your Lock-Up Securities except in compliance with the lock-up provisions of this Letter Agreement.

b. If (i) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or (ii) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results or becomes aware that material news or a material event will occur during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by the lock-up provisions of this Letter Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of such material news or material event, as applicable, unless the Underwriter waives, in writing, such extension.

c. You agree that, prior to engaging in any transaction or taking any other action that is subject to the terms of the lock-up provisions of this Letter Agreement during the initial Lock-Up Period and including the 34th day following the expiration of the initial Lock-Up Period, you will give notice thereof to the Company and will not consummate any such transaction or take any such action unless you have received written confirmation from the Company that the Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

d. No portion of the lock-up provisions of this Letter Agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by you of any securities exercisable or exchangeable for or convertible into the Shares, as applicable; provided that you do not transfer the Shares acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of the lock-up provisions of this Letter Agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period).

e. You understand that the lock-up provisions of this Letter Agreement are irrevocable and shall be binding upon your heirs, legal representatives, successors and assigns.

By signing below, this Letter Agreement shall serve as written confirmation that you have reviewed this Letter Agreement (and consulted with your legal and tax advisors to the extent you deemed necessary) and agree to the terms and conditions of the Automatic Warrant Conversion and the Automatic Preferred Conversion as described herein. Upon the signing of this Letter Agreement (for the Automatic Warrant Conversion) and upon the Effective Date (for the Automatic Preferred Conversion), you understand that you will be releasing and discharging the Company and its affiliates from any and all obligations and duties that such persons may have to you with respect to, respectively, your Warrant shares and your Series C Preferred shares. Notwithstanding anything contained herein, in the event the Offering is not consummated on or before June 1, 2017, this Letter Agreement will terminate and the Automatic Preferred Conversion shall not take place.

This Letter Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Letter Agreement. In addition, you hereby represent that you meet the requirements of at least one of the suitability standards for an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act of 1933, as amended and that you have had the opportunity to obtain any additional information, to the extent the Company has such information in its possession or could acquire it without unreasonable effort or expense, necessary in connection with the matters set forth in this Letter Agreement including, without limitation, information concerning the financial condition, results of operations, capitalization and business of the Company deemed relevant by you or your advisors, if any, and all such requested information, to the extent the Company had such information in its possession or could acquire it without unreasonable effort or expense, has been provided to your full satisfaction.. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to choice of law principles. This Letter Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In case any provision of this Letter Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Letter Agreement, and the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This letter evidences waiver by the undersigned with respect to any and all defaults or events of default by the Company with respect to any failure by the Company to comply with any covenants contained in the Transaction Documents.

The parties hereby consent and agree that if this Letter Agreement shall at any time be deemed by the parties for any reason insufficient, in whole or in part, to carry out the true intent and spirit hereof or thereof, the parties will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the parties may be reasonably required in order more effectively to accomplish the purposes of this Letter Agreement.

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Please indicate confirmation of the terms provided herein by executing and returning this letter in the space provided below.

Very truly yours,

CAR CHARGING GROUP, INC.

By: */s/ Michael J. Calise*
Name: Michael J. Calise
Title: Chief Executive Officer

Date: _____

ACCEPTED AND AGREED:

[RECIPIENT]

_____
Name:
Title:

Date: _____

CONVERSION AGREEMENT

THIS CONVERSION AGREEMENT (this "Agreement") is made and entered into as of _____, 2017, between Car Charging Group, Inc., a Nevada corporation ("CCGI"), and the undersigned holder ("Holder") of shares of CCGI's preferred stock Series B, $.001 par value per share (the "Preferred Stock Series B").

RECITALS

WHEREAS, Holder owns 8,250 shares of Preferred Stock Series B pursuant to the confirmed Joint Chapter 11 Plan of Reorganization (the "Plan") filed by Electric Transportation Engineering Corporation and its affiliates in the United States Bankruptcy Court for the District of Arizona, case no. 2-13-bk-16126, (the "Bankruptcy Case") which Plan was confirmed by the Bankruptcy Court by Order dated April 10, 2015 (the "Order");

WHEREAS, on December 31, 2016, pursuant to the Plan and Order, Holder gave notice to CCGI of its election to redeem 2,750 shares of its Preferred Stock Series B;

WHEREAS, CCGI has declined to honor such election;

WHEREAS, the shares of Preferred Stock Series B held by Holder are convertible into shares of CCGI's common stock, no value per share (the "Common Stock"), at the option of Holder, pursuant to, and subject to the limitations set forth in, the "Amended and Restated Certificate of Designation of Preferences, Rights and Limitations of Series B Preferred Stock of Car Charging Group, Inc." ("Series B Certificate); and

WHEREAS, CCGI has filed a Registration Statement on Form S-1 with the Securities and Exchange Commission ("SEC"); and

WHEREAS, the shares of Preferred Stock Series B are entitled to certain registration rights as set forth in the Series B Certificate; and

WHEREAS, CCGI has requested that, in conjunction with CCGI's anticipated public offering (the "IPO"), Holder agree to convert its Preferred Stock Series B to a quantifiable number of shares of Common Stock and thus eliminate the possibility that the conversion of the Preferred Stock Series B could require CCGI to issue more shares of Common Stock to Holder than it actually had available in its treasury; and

WHEREAS, Holder is willing to agree to CCGI's request under the terms and conditions set forth in this Agreement; and

WHEREAS, Holder and CCGI desire to enter into this Agreement to provide for the conversion of all shares of the Preferred Stock Series B held by Holder in exchange for CCGI granting certain additional registration rights to Holder, including those shares of Preferred Stock Series B that are not yet eligible for conversion under the Series B Certificate;

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

1. Election to Convert.

a. Holder hereby elects to convert all 8,250 of its shares of Preferred Stock Series B held by Holder into shares of Common Stock in accordance with Section 6 of the Series B Certificate.

b. The conversion of shares of Preferred Stock Series B contemplated hereby shall be effective upon the date on which CCGI and its underwriter determines the initial public offering price for the common stock to be offered by CCGI pursuant to the IPO.

c. In connection with the election made by Holder hereby, Holder is delivering with this executed Agreement an executed conversion notice ("Notice of Conversion") which constitutes the written instructions which Holder is required to deliver to CCGI pursuant to Section 6 of the Series B Certificate.

2. Additional Consideration.

a. As additional consideration for Holder's election to convert all the shares of Preferred Stock Series B, CCGI hereby agrees to issue to Holder Common Stock equal to 15% of the Common Stock issued to Holder at the time the Preferred Stock Series B is converted to Common Stock.

b. For the avoidance of doubt, CCGI shall issue to Holder, upon conversion, Common Stock with a total dollar value, calculated according to the IPO price, of $948,750 (comprised of $825,000 for the Preferred Stock Series B and $123,750 for the additional consideration referenced in the preceding Section 2a). Thus, and by way of example only, if the public offering price is $10 per share, CCGI will issue 9,487.50 shares of Common Stock to Holder.

3. Issuance of Shares of Common Stock. Immediately upon conversion, CCGI shall cause to be issued and delivered to Holder a certificate representing the shares of Common Stock issued to and registered in Holder's name.

4. Limitations on Resale. Holder hereby covenants and agrees that Holder (i) will not sell or otherwise dispose of the Shares except pursuant to an effective registration statement (the "Registration Statement") under the Securities Act, or (ii) will comply with the requirements of the Securities Act when selling or otherwise disposing of the Shares, including, but not limited to, Rule 144 promulgated by the Securities & Exchange Commission and/or the prospectus delivery requirements of the Securities Act. Whenever CCGI proposes to register the offer and sale of any shares of its common stock under the Securities Act (other than pursuant to the S-1 registration referenced herein),CCGI shall give prompt written notice (in any event no later than 30 days prior to the filing of such Registration Statement) to the Holder of its intention to effect such a registration and will include the Common Stock in such Registration Statement if Holder has delivered to CCGI within 15 days after CCGI's notice has been given to each such holder (a "Piggyback Registration"). CCGI may postpone or withdraw the filing or the effectiveness of the Registration Statement which includes the Piggyback Registration at any time in its sole discretion.

5. CCGI covenants that it will comply, on a timely basis, with all filing requirements necessary to enable Holder to utilize Rule 144 to dispose of the Common Stock in compliance with that rule. CCGI will cooperate with Holder at the end of six months after issuance of the Common Stock to Holder to enable Holder, at its option, to sell the Common Stock in the open market.

6. Further Assurances. Each of Holder and CCGI agrees that it will make, execute and deliver any and all such other instruments, instructions and documents and will do and perform any and all such further acts as shall become necessary, proper or convenient to carry out or effectuate the respective covenants, promises and undertakings set forth herein.

7. Enforceability. If and to the extent any provision herein is held invalid or unenforceable at law, then such provision will be deemed stricken from this Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

8. Governing Law. This Agreement shall be deemed executed in the State of Nevada and is to be governed by and construed under Nevada law, without regard to its choice of law provisions.

9. Waivers. To the extent any provision or term of this Agreement is inconsistent with the Series B Certificate, each of CCGI and Holder waives the applicability of the Series B Certificate, and this Agreement shall take precedence with respect to such inconsistency.

10. Representations and Warranties. Each of Holder and CCGI represents and warrants to the other that this Agreement, and each provision hereof, has been authorized and approved by the appropriate person of each party, and will, upon execution, be fully enforceable according to its terms. CCGI further represents and warrants that no holders of any other of its securities, nor any of its creditors, has the right to object to the terms of this Agreement and this Agreement does not violate the terms of any agreement, certificate of designations and preferences, or any other instrument setting forth the terms of any class of its securities whatsoever. CCGI shall defend, indemnify, and hold Holder harmless against any and all loss, damage, or injury resulting or arising from a breach of any of these representations and warranties.

11. Entire Agreement. This Agreement (along with the Notice of Conversion) is the entire agreement between Holder and CCGI and may not be modified or amended except by a written instrument signed by each of Holder and CCGI. Each of Holder and CCGI has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

12. Specific Performance. Each party to this Agreement acknowledges and agrees that any breach by any of them of this Agreement may cause another party irreparable harm which may not be adequately compensable by money damages. Accordingly, in the event of a breach or threatened breach by a party of any provision of this Agreement, each other party shall be entitled to seek the remedies of specific performance, injunction or other preliminary or equitable relief, without having to prove irreparable harm or actual damages. The foregoing right shall be in addition to such other rights or remedies as may be available to any party for such breach or threatened breach, including but not limited to the recovery of money damages.

13. Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

14. Amendment and Waiver. No amendment, modification, termination or cancellation of this Agreement shall be effective unless it is in writing signed by CCGI and Holder. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

15. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, the rights and obligations of the parties under this Agreement will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

16. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal or unenforceable provision shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

17. Notices. Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States; or (c) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for delivery outside the United States will be sent by express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement or at such other address as such other party may designate by one of the indicated means of notice herein to the other party hereto. A "business day" shall be a day, other than Saturday or Sunday, when the banks in the city of Phoenix, Arizona are open for business.

18. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

19. Titles and Headings; Recitals. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement. The recitals are incorporated into this Agreement by reference and made an integral part hereof.

20. Miscellaneous. This Agreement may be executed in one or more counterparts, which shall together constitute one agreement.

21. Bankruptcy Court Approval. The Agreement is subject to final approval by the Bankruptcy Court in the Bankruptcy Case which approval shall be sought by Holder immediately after execution of this Agreement by each of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement or caused this Agreement to be executed and delivered by its duly authorized representative, all as of the day and year first written above.

HOLDER:

ECOtality Consolidated Liquidating Trust

By: _____
Carolyn J. Johnsen, Trustee

CCGI:

Car Charging Group, Inc.

By: _____
Name:
Its: Chief Executive Officer

CONVERSION NOTICE

Reference is made to that certain Conversion Agreement dated as of _____, 2017 (the "Conversion Agreement"), between the undersigned ("Holder") and Car Charging Group, Inc., a Nevada corporation ("CCGI"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Conversion Agreement.

Holder hereby elects to convert, as of the Effective Date, all shares of Preferred Stock Series B held by Holder into shares of Common Stock in accordance with the terms of the Conversion Agreement and the Series B Certificate. Such shares of Common Stock issuable in connection with this Conversion Notice and the Conversion Agreement (the "Shares") shall be issued in the name of the Holder, and certificates representing the Shares shall delivered to the address of Holder as such information appears on the stock register maintained by CCGI. Holder is also delivering herewith all certificates representing the shares of Preferred Stock Series B which have been issued to Holder by CCGI and are being converted hereby.

Holder hereby covenants and agrees that Holder (i) will not sell or otherwise dispose of the Shares except pursuant to an effective registration statement (the "Registration Statement") under the Securities Act, or (ii) will comply with the requirements of the Securities Act when selling or otherwise disposing of the Shares, including, but not limited to, Rule 144 promulgated by the Securities & Exchange Commission and/or the prospectus delivery requirements of the Securities Act.

HOLDER:

ECOtality Consolidated Liquidating Trust

By: _____
Name: Carolyn J. Johnsen, Trustee

CCGI:

Car Charging Group, Inc.

By: _____
Name:
Its: Chief Executive Officer

Exhibit 21.1

Car Charging Group, Inc.
List of Subsidiaries
As of June 26, 2017

Entity Name	State of Incorporation
350 Holdings, LLC	FL
Beam Charging, LLC	NY
Blink Acquisition, LLC	FL
Blink N.A., LLC	FL
Blink Network, LLC	AZ
Blink UYA, LLC	FL
Car Charging China Corp.	DE
Car Charging Group (CA), Inc.	CA
Car Charging International, LLC	FL
Car Charging Limited	Ireland
Car Charging, Inc.	DE
CarCharging (UK) Ltd	United Kingdom
CCGI / LAH, LLC	PA
CCGI / Mall of America, LLC	MN
CCGI / UPSI, LLC	FL
CCGI / WALCO, LLC	FL
CCGI Holdings, LLC	FL
CCGI/ PAT, LLC	PA
CCGI/Brixmor, LLC	NY
CCGI/FRIT	VA
CCGI/HORM, LLC	FL
CCGI-SPG/WPG, LLC	FL
EV Pass, LLC	NY
EVSE Management, LLC	FL

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Registration Statement of Car Charging Group, Inc. on Form S-1 Amendment #2 (File No: 333-214461), of our report dated April 14, 2017, except for Note 18, as to which the date is _____, 2017, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, with respect to our audits of the consolidated financial statements of Car Charging Group, Inc. and Subsidiaries as of December 31, 2016 and 2015 and for the years then ended, which report appears in the Prospectus, which is part of this Registration Statement. We also consent to the reference to our Firm under the heading "Experts" in such Prospectus.

Marcum llp
New York, NY
_____, 2017

The forgoing consent is in the form that will be signed upon the completion of the reverse stock split described in Note 18 to the consolidated financial statements.

/s/ Marcum llp

New York, NY
June 30, 2017