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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **July 17, 2017**

CAR CHARGING GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

333-149784

(Commission
File Number)

03-0608147

(IRS Employee
Identification No.)

3824 West 29 Court

Hollywood, Florida 33020

(Address of principal executive offices) (Zip Code)

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

N/A

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

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

Appointment of New Director

On July 17, 2017, the Board of Directors (the “Board”) of Car Charging Group, Inc. (the “Company”), appointed Robert C. Schweitzer to the Board. Mr. Schweitzer was appointed Chairman of the Audit Committee, Chairman of the Compensation Committee, and as a member of the Nominating and Corporate Governance Committee. Mr. Schweitzer will also serve as lead “Independent Director” (as defined by Nasdaq’s Listing Rules).

Related Party Transactions

There are no related party transactions with regard to Mr. Schweitzer reportable under Item 404(a) of Regulation S-K.

Material Plans, Contracts, or Arrangements

In connection with Mr. Schweitzer’s appointment as a director of the Company, he signed a Board of Directors Offer Letter Agreement (the “Director’s Agreement”) on July 14, 2017. The Director’s Agreement took effect upon the Board’s appointment of Mr. Schweitzer on July 17. Pursuant to the Director’s Agreement, Mr. Schweitzer will receive 500,000 shares of the Company’s restricted common stock by August 1, 2017. 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 a national securities exchange (collectively, the “Offering”). Upon the sooner to occur of: (i) twenty (20) calendar days after the closing of the Offering; and (ii) October 31, 2017, the Board shall vote upon and approve a compensation package for each Board member. Such vote shall ensure that Mr. Schweitzer shall be paid commensurate with his duties as Chairman of the Audit Committee, Chairman of the Compensation Committee, and member of the Nominating and Corporate Governance Committee, and lead “Independent Director”.

The foregoing description of the terms of the Director’s Agreement is qualified in its entirety by reference to the provisions of the agreement filed as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated by reference herein.

Resignation of Director

In connection with the Company’s application to have its shares of common stock listed on a national securities exchange, the majority of the Board members need to be independent. In order to meet this objective, on July 17, 2017, the Company’s President, Andy Kinard, resigned as a Board member. Mr. Kinard’s resignation was not as a result of any disagreements with the Company. With the appointment of Mr. Schweitzer and the resignation of Mr. Kinard, the majority of the Company’s directors is now independent. Mr. Kinard remains an employee of the Company.

Item 8.01 Other Events.

On July 20, 2017, the Company issued a press release with regard to Mr. Schweitzer’s appointment to the Board and Mr. Kinard’s resignation from the Board. The press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No</u>	<u>Description</u>
10.1	Board of Directors Offer Letter Agreement, dated July 14, 2017.
99.1	Press Release dated July 20, 2017.

SIGNATURES

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

Car Charging Group, Inc.

Dated: July 20, 2017

By: /s/ Michael D. Farkas

Name: Michael D. Farkas

Title: Executive Chairman



July 14, 2017
Robert C. Schweitzer

Re: Board of Directors Offer Letter Agreement

Dear Mr. Schweitzer:

Based on our discussions, I am very pleased to offer you a position as a member of the Board of Directors (the "Board") of 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 (the "Agreement") shall commence upon the date of your execution of the Agreement (the "Effective Date"). 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 Board member. You are being offered this position as a Board member due in part to you being an "Independent Director" (as defined by Nasdaq Listing Rule 5605(a)(2)) in relation to the Company. This Agreement is based on the following terms and conditions:

1. **Board Services.** As a member of the Board, your Services shall include: (i) using your reasonable best efforts to provide financial and strategic advice to the Company; (ii) attending and participating 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; (iii) consulting with other Board members regularly and as necessary via telephone, electronic mail or other forms of correspondence (iv) participating in at least four (4) conference calls for operational purposes with the Company's management in any year and (v) rendering such other services as may be reasonably and customarily requested of a member of a board of directors of a similarly situated company.
2. **Board Start Date.** The date that your nomination to the Board is formally approved by the Board and accepted by you (the "Membership Date") shall constitute your starting date as a Board member. You will be nominated to remain a member of the Board at each annual meeting of the shareholders of the Company subject, however, to your prior death, resignation, retirement, disqualification or removal from office you will serve as a member of the Board until your successor has been elected and qualified.
3. **Committees and Lead Independent Director.** You will join as Chairman of the Audit Committee, Chairman of the Compensation Committee, and as a member of the Nominating and Corporate Governance Committee. You will also serve as lead "Independent Director" (as defined by Nasdaq Listing Rule 5605(a)(2))

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4. Compensation. Upon the Membership Date and during the term of this Agreement, your compensation as a Board member shall be as follow:
 - a. Within fifteen calendar days of the Membership Date, the Company shall issue to you, as an inducement to joining the Board, five hundred thousand (500,000) restricted shares of the Company's common stock (on a pre-reverse-split basis) (the "Inducement Shares"); and
 - b. 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"). Upon the sooner to occur of: (i) twenty (20) calendar days of the closing of the Offering; and (ii) October 31, 2017, the Board shall vote upon and approve a compensation package for each Board member. Such vote shall ensure that you shall be paid commensurate with your duties as Chairman of the Audit Committee, Chairman of the Compensation Committee, member of the Nominating and Corporate Governance Committee, and lead "Independent Director".
5. Lockup. You hereby agree that you will not offer, pledge, sell, contract to sell, hypothecate, lend, transfer or otherwise dispose of the Inducement Shares or any other shares of the Company's common stock you receive from the Company from the date you receive such shares through the later of the nine-month anniversary of the closing of the Offering or the six-month anniversary of the receipt of the 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 of the shares of the Company's common stock that you own, without restriction, up to five percent (5%) of the total daily trading volume of the Company's common stock.

Until no you longer own any shares of Common Stock, 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.

6. Permitted Transfers. Notwithstanding the foregoing restrictions on transfer, you may, at any time and from time to time, transfer the Company's securities that you own (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) as 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 the Company's securities 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.

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7. Ownership. Until you have sold the securities in question, you shall retain all rights of ownership in the securities, 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 Company's securities if such transfer would constitute a violation or breach of this Agreement.

8. 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 member of the Board.
9. Indemnification. You will receive indemnification as a member of the Board to the maximum extent extended to the other Board members generally, as set forth in the Company's Certificate of Incorporation, as amended, and bylaws.
10. 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.
11. 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 this Agreement, similar duties, consulting or other services for companies 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.
12. 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 majority of the other Board members.

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13. Confidential Information. In consideration of your access to the premises of the Company and/or you access to certain Confidential Information of the Company, you hereby represent and agree as follows:

a. 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.

Notwithstanding the foregoing, the term "Confidential Information" shall not include:

- i. Any information which becomes generally available to the public other than because 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.
- b. 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.
- c. 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 shall survive termination of this Agreement.



14. Board Termination and Resignation. Your membership on the Board may be terminated for any or no reason, including failure to perform the Services described herein, at a special meeting called for that purpose by a vote of the stockholders holding at least two-thirds of the votes of the Company's issued and outstanding voting shares. Your membership on a Board committee may be terminated for any or no reason at any meeting of the Board or by written consent of a majority of the Board members 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 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.
15. 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.
16. 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 this 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.

[-signature page follows-]

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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.

Very truly yours,

CAR CHARGING GROUP, INC.

By: _____
Name: Michael J. Calise
Title: Chief Executive Officer

ACCEPTED AND AGREED:

ROBERT C. SCHWEITZER

Date:

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Robert Schweitzer Appointed to CarCharging's Board of Directors

Largest Owner, Operator and Provider of Electric Vehicle Charging Services' Board of Directors is now Majority Independent

July 20, 2017 - HOLLYWOOD, FL – Car Charging Group, Inc. (OTC: CCGI) (“CarCharging”), the largest owner, operator, and provider of electric vehicle (EV) charging services and the owner and operator of the Blink Network, announced today that Robert Schweitzer has been appointed to CarCharging’s Board of Directors.

In connection with the Company’s application to have its shares of common stock listed on a national securities exchange, the majority of the Company’s Board members need to be independent. In order to meet this objective, CarCharging’s President, Andy Kinard, resigned as a Board member. With the appointment of Mr. Schweitzer and the resignation of Mr. Kinard, the majority of the Company’s directors is now independent. Mr. Kinard remains a valuable employee of the Company.

Mr. Schweitzer has extensive experience as a corporate director and in executive management, financial services, and real estate. Mr. Schweitzer currently serves on the Board of Directors for two public companies. He serves as Chairman of the Board for 1-800-PetMeds (NASDAQ: PETS) and as Lead Independent Director for OmniComm Systems Inc. (OTC: OMCM).

Mr. Schweitzer most recently served as President and Chief Operating Officer of Shay Investment Services, a holding company whose subsidiaries include Shay Financial Services Inc., a national association of securities dealers and brokers and Shay Assets Management Inc., an investment advisory firm. Prior to that, he served as President and Chief Executive Officer of Equinox Bank and Northwest Savings Bank, and also as Regional President for Union Planters Bank (now Regions Bank). Mr. Schweitzer also worked as Executive Vice President and Director Corporate Banking Group for Bank of America/Nationbank/Barnett Bank, Inc., Director and Head of the Real Estate, Construction & Environmental Consulting Group for Coopers & Lybrand, Washington, D.C., Vice President & Manager of Mid-Continent Real Estate Division, The First National Bank of Chicago, and Senior Vice President and Manager of Central North American Banking Group at Wachovia Corporation.

“We are delighted to add Robert Schweitzer to our Board of Directors as another independent Board member,” stated Michael D. Farkas, CarCharging’s Executive Chairman and Founder. “We believe that Robert’s executive management and financial expertise will be a great addition to our current Board of Directors and will assist us in meeting the necessary requirements for being listed on a national securities exchange.”

“I am looking forward to working with CarCharging’s Board and management team to help the Company reach its vast potential in this rapidly accelerating market,” stated Robert Schweitzer.

Mr. Schweitzer received his Master of Business Administration from University of North Carolina at Chapel Hill and his Bachelor of Science from the United States Naval Academy in Annapolis, Maryland. Mr. Schweitzer served for 30 years in the US Navy and Navy Reserves Nuclear Submarine Force, and retired with a rank of Captain. He is a certified Florida Supreme Court Mediator and certified FINRA arbitrator. He is also a licensed real estate broker in North Carolina and Florida.
