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): **September 6, 2017**

BLINK CHARGING CO.
(Exact name of registrant as specified in its charter)

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

3284 N 29th Court
Hollywood, Florida 33020-1320
(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 1.01 Entry into a Material Definitive Agreement.

Fourth Amendment to Secured Convertible Promissory Note

On September 7, 2017, Blink Charging Co. (the "Company") entered into a Fourth Amendment to Secured Convertible Promissory Note with Chase Mortgage, Inc. (the "Fourth Amendment"). Although the Fourth Amendment is dated September 5, 2017, the Fourth Amendment did not become binding until it was fully signed on September 7, 2017.

On November 14, 2014 the Company and SMS Real Estate LLC ("SMS") entered into a secured convertible promissory note pursuant to which SMS lent $200,000 to the Company (the "Original Note"). SMS assigned the Original Note (as amended in February 2015 and May 2015) to Chase Mortgage, Inc. ("Chase Mortgage") in November 2015. The Original Note was amended for a third time in November 2015. The investment decisions of SMS are controlled by Marc Lehmann. The investment decisions of Chase Mortgage are controlled by Mark Herskowitz.

The Fourth Amendment amends the Original Note to clarify the principal owed is $50,000 and extends the maturity date from February 2016 to the earlier of: (a) December 29, 2017; or (b) the Company receiving $5 million in proceeds from equity and/or debt financings. Chase Mortgage also waived any past events of default with regard to a failure to make payments pursuant to the Original Note, as amended. In consideration for Chase Mortgage entering into the Fourth Amendment, the Company issued a five-year Warrant for 10,000 shares of the Company's common stock (the "Fourth Amendment Warrant"). The exercise price of the Fourth Amendment Warrant is the lower of: (a) $35.00; or (b) the price equal to a twenty percent (20%) discount to the price per share sold in any equity financing transaction within the next twelve (12) months whereby the Company cumulatively receives at least $1 million.

The foregoing description of the terms of the Fourth Amendment and the Fourth Amendment Warrant does not purport to be complete and is qualified in its entirety by reference to the provisions of the Fourth Amendment and the Fourth Amendment Warrant, which are attached hereto as Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K.

New Secured Promissory Notes

On September 7, 2017, the Company issued a Secured Promissory Note to SMS pursuant to which SMS lent $160,000 to the Company (the "SMS Note"). Although the SMS Note is dated September 6, 2017, the SMS Note did not become binding until September 7, 2017 when the Company received the funds. The SMS Note bears interest at a rate of 12% and has a maturity date of the earlier of: (a) December 29, 2017; or (b) the Company receiving $5 million in proceeds from equity and/or debt financings. In addition, prior to the maturity date, for every $1 million the Company receives in proceeds from equity and/or debt financings, the Company is obligated to repay $32,000 to SMS. In connection with the Company issuing the SMS Note, Company issued a five-year warrant for 9,600 shares of the Company's common stock. The terms of the SMS warrant are substantially similar to the terms of the Fourth Amendment Warrant.

On September 7, 2017, the Company issued a Secured Promissory Note to Chase Mortgage pursuant to which Chase Mortgage lent $100,000 to the Company (the "Chase Note"). Although the Chase Note is dated September 6, 2017, the Chase Note did not become binding until September 7, 2017 when the Company received the funds. The Chase Note bears interest at a rate of 12% and has a maturity date of the earlier of: (a) December 29, 2017; or (b) the Company receiving $5 million in proceeds from equity and/or debt financings. In addition, prior to the maturity date, for every $1 million the Company receives in proceeds from equity and/or debt financings, the Company is obligated to repay $20,000 to Chase. In connection with the Company issuing the Chase Note, Company issued a five-year warrant for 6,000 shares of the Company's common stock. The terms of the Chase warrant are substantially similar to the terms of the Fourth Amendment Warrant.

Pursuant to the SMS Note and the Chase Note, each of Chase Mortgage and SMS have a security interest in all of the Company's assets.

The SMS Note and the Chase Note are short-term debt obligations that are material to the Company. The SMS Note and the Chase Note may be prepaid in accordance with the terms set forth in the SMS Note and the Chase Note. The SMS Note and the Chase Note also contains certain representations, warranties, covenants and events. In the event of default, at the option of the lender, the lender may consider the SMS Note and the Chase Note (as appropriate) immediately due and payable.

The foregoing description of the terms of the SMS Note and the Chase Note does not purport to be complete and is qualified in its entirety by reference to the provisions of the SMS Note and the Chase Note, which are attached hereto as Exhibits 10.2 and 10.3, respectively, to this Current Report on Form 8-K.

Warrant Conversion Agreements

On September 6, 2017, the Company and SMS entered into a Warrant Conversion Agreement (the "SMS Conversion Agreement"). Pursuant to the SMS Conversion Agreement, SMS agreed to exchange 2,000 warrant shares it owned prior to September 1, 2017 (all of the warrants shares it owned prior to that date) for 1,700 shares of the Company's common stock. There is no "lockup" agreement with regard to the shares of common stock SMS is receiving pursuant to the SMS Conversion Agreement. The SMS Conversion Agreement does not affect the five-year warrant for 9,600 shares of the Company's common stock that SMS received in connection with the SMS Note.

On September 6, 2017, the Company and Chase Mortgage entered into a Warrant Conversion Agreement (the "Chase Conversion Agreement"). Pursuant to the Chase Conversion Agreement, Chase Mortgage agreed to exchange 5,600 warrant shares it owned prior to September 1, 2017 (all of the warrants shares it owned prior to that date) for 4,760 shares of the Company's common stock. There is no "lockup" agreement with regard to the shares of common stock Chase Mortgage is receiving pursuant to the Chase Conversion Agreement. The Chase Conversion Agreement does not affect the five-year warrant for 6,000 shares of the Company's common stock that Chase Mortgage received in connection with the Chase Note.

On September 7, 2017, the Company and Mr. Herskowitz entered into a Warrant Conversion Agreement (the "Herskowitz Conversion Agreement"). Pursuant to the Herskowitz Conversion Agreement, Mr. Herskowitz agreed to exchange his 18,000 warrant shares (all of the warrants shares Mr. Herskowitz owns) for 15,300 shares of the Company's common stock. There is no "lockup" agreement with regard to the shares of common stock Mr. Herskowitz is receiving pursuant to the Herskowitz Conversion Agreement.

The foregoing description of the terms of the SMS Conversion Agreement, Chase Conversion Agreement, and the Herskowitz Conversion Agreement does not purport to be complete and is qualified in its entirety by reference to the provisions of the SMS Conversion Agreement, Chase Conversion Agreement, and the Herskowitz Conversion Agreement, which are attached hereto as Exhibits 10.4, 10.5, and 10.6, respectively, to this Current Report on Form 8-K.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No	Description
4.1	Form of Warrant Issued to SMS Real Estate LLC and Chase Mortgage, Inc.
10.1	Fourth Amendment to Secured Convertible Promissory Note with Chase Mortgage, Inc., dated September 5, 2017.
10.2	Secured Promissory Note Issued to SMS Real Estate LLC, dated September 6, 2017.
10.3	Secured Promissory Note Issued to Chase Mortgage, Inc., dated September 6, 2017.
10.4	Warrant Conversion Agreement with SMS Real Estate LLC, dated September 6, 2017.
10.5	Warrant Conversion Agreement with Chase Mortgage, Inc., dated September 6, 2017.
10.6	Warrant Conversion Agreement with Mark Herskowitz, dated September 7, 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.

Blink Charging Co.

Dated: September 14, 2017

By: */s/ Michael J. Calise*
Name: Michael J. Calise
Title: Chief Executive Officer

NEITHER THE ISSUANCE AND THE SALE OF THE SECURITIES REPRESENTED BY THIS WARRANT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144a UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Right to Purchase [INSERT AMOUNT OF SHARES] shares of Common Stock of Blink Charging Co. f/k/a Car Charging Group, Inc. (subject to adjustment as provided herein)

CLASS A COMMON STOCK PURCHASE WARRANT

No.____ Issue Date: _____, 20__

BLINK CHARGING CO. formerly known as CAR CHARGING GROUP, INC., a corporation organized under the laws of the State of Nevada (the "Company"), hereby certifies that, for value received, [INSERT HOLDER NAME] or its assigns (the "Holder"), is entitled, subject to the terms set forth below, to purchase from the Company at any time after the Issue Date until 5:00 p.m., E.S.T. on [INSERT DATE] (the "Expiration Date"), up to [INSERT AMOUNT OF SHARES] fully paid and nonassessable shares of Common Stock at the lower of (a) a per share purchase price of $35.00 or (b) a price equal to a twenty percent discount to the price per share sold in any equity financing transaction within the next twelve months whereby the Company cumulatively receives at least one million dollars. The aforedescribed purchase price per share, as adjusted from time to time as herein provided, is referred to herein as the "Purchase Price." The number and character of such shares of Common Stock and the Purchase Price are subject to adjustment as provided herein. The Company may reduce the Purchase Price for some or all of the Warrants, temporarily or permanently, provided such reduction is made as to all outstanding Warrants for all Holders of such Warrants.

As used herein, the following terms, unless the context otherwise required, have the following respective meaning:

(a) The term "Company shall mean Blink Charging Co., formerly known as Car Charging Group, Inc., a Nevada corporation, and any corporation which shall succeed or assume the obligations of Blink Charging Co. hereunder.

(b) The term "Common Stock" includes (i) the Company's Common Stock, $0.001 par value per share, as authorized on the date hereof, and (ii) any other securities into which or for which any of the securities described herein (i) may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

(c) The terms "Other Securities" refers to any stock (other than Common Stock) and other securities of the Company or any other person (corporate or otherwise) which the holder of the Warrant at any time shall be entitled to receive, or shall have received, on the exercise of the Warrant, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities pursuant to Section 4 herein or otherwise.

(d) The term "Warrant Shares" shall mean the Common Stock issuable upon exercise of this Warrant.

1. Exercise of Warrant.

1.1. Number of Shares Issuable upon Exercise. From and after the Issue Date through and including the Expiration Date, the Holder hereof shall be entitled to receive, upon exercise of this Warrant in whole in accordance with the terms of subsection 1.2 or upon exercise of this Warrant in part in accordance with subsection 1.3, shares of Common Stock of the Company, subject to adjustment pursuant to Section 4.

1.2. Full Exercise. This Warrant may be exercised in full by the Holder hereof by delivery of an original, scanned e-mail copy or facsimile copy of the form of subscription attached as Exhibit A hereto (the "Subscription Form") duly executed by such Holder and delivery within two days thereafter of payment, in cash, wire transfer or by certified or official bank check payable to the order of the Company, in the amount obtained by multiplying the number of shares of Common Stock for which this Warrant is then exercisable by the Purchase Price then in effect. The original Warrant is not required to be surrendered to the Company until it has been fully exercised.

1.3. Partial Exercise. This Warrant may be exercised in part (but not for a fractional share) by delivery of a Subscription Form in the manner and at the place provided in subsection 1.2 except that the amount payable by the Holder on such partial exercise shall be the amount obtained by multiplying (a) the number of whole shares of Common Stock designated by the Holder in the Subscription Form by (b) the Purchase Price then in effect. On any such partial exercise provided the Holder has surrendered the original Warrant, the Company, at its expense, will forthwith issue and deliver to or upon the order of the Holder hereof a new Warrant of like tenor, in the name of the Holder hereof or as such Holder (upon payment by such Holder of any applicable transfer taxes) may request, the whole number of shares of Common Stock for which such Warrant may still be exercised.

1.4. Fair Market Value. Fair Market Value of a share of Common Stock as of a particular date (the "Determination Date") shall mean:

(a) If the Company's Common Stock is traded on an exchange or is quoted on the NASDAQ Global Market, NASDAQ Global Select Market, the NASDAQ Capital Market, the New York Stock Exchange or the American Stock Exchange, LLC, then the average of the closing sale prices of the Common Stock for the five (5) Trading Days immediately prior to (but not including) the Determination Date;

(b) If the Company's Common Stock is not traded on an exchange or on the NASDAQ Global Market, NASDAQ Global Select Market, the NASDAQ Capital Market, the New York Stock Exchange or the American Stock Exchange, Inc., but is traded on the OTC Bulletin Board or in the over-the-counter market or Pink Sheets, then the average of the closing prices reported for the five (5) Trading Days immediately prior to (but not including) the Determination Date;

(c) Except as provided in clause (d) below and Section 3.1, if the Company's Common Stock is not publicly traded, then as the Holder and the Company agree, or in the absence of such an agreement, by arbitration in accordance with the rules then standing of the American Arbitration Association, before a single arbitrator to be chosen from a panel of persons qualified by education and training to pass on the matter to be decided; or

(d) If the Determination Date is the date of a liquid ation, dissolution or winding up, or any event deemed to be a liquidation, dissolution or winding up pursuant to the Company's charter, then all amounts to be payable per share to holders of the Common Stock pursuant to the charter in the event of such liquidation , dissolution or winding up, plus all other amounts to be payable per share in respect of the Common Stock in liquidation under the charter, assuming for the purposes of this clause (d) that all of the shares of Common Stock then issuable upon exercise of all of the Warrants are outstanding at the Determination Date.

1.5. Company Acknowledgment. The Company will, at the time of the exercise of the Warrant, upon the request of the Holder hereof, acknowledge in writing its continuing obligation to afford to such Holder any rights to which such Holder shall continue to be entitled after such exercise in accordance with the provisions of this Warrant. If the Holder shall fail to make any such request, such failure shall not affect the continuing obligation of the Company to afford to such Holder any such rights.

1.6. Delivery of Stock Certificates, etc. on Exercise. The Company agrees that provided the full purchase price listed in the Subscription Form is received as specified in Sections 1.2, 1.3 or 2, the shares of Common Stock purchased upon exercise of this Warrant shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which delivery of a Subscription Form shall have occurred and payment made for such shares as aforesaid. As soon as practicable after the exercise of this Warrant in full or in part, and in any event within three (3) business days thereafter (" Warrant Share Delivery Date"), the Company at its expense (including the payment by it of any applicable issue taxes) will cause to be issued in the name of and delivered to the Holder hereof, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct in compliance with applicable securities laws, a certificate or certificates for the number of duly and validly issued, fully paid and non-assessable shares of Common Stock (or Other Securities) to which such Holder shall be entitled on such exercise, plus, in lieu of any fractional share to which such Holder would otherwise be entitled, cash equal to such fraction multiplied by the then Fair Market Value of one full share of Common Stock, together with any other stock or other securities and property (including cash, where applicable) to which such Holder is entitled upon such exercise pursuant to Section 1 or otherwise.

1.7 Registration Rights. This section was intentionally left blank.

2. Cashless Exercise.

Subject to the provisions herein to the contrary, if the Fair Market Value of one share of Common Stock is greater that the Purchase Price (at the date of calculation as set forth below), in lieu of exercising this Warrant for cash, the holder may elect to receive shares equal to the value (as determined below) of this Warrant (or the portion thereof being cancelled) by delivery of a properly endorsed Subscription Form delivered to the Company by any means described in Section 12, in which event the Company shall issue to the holder a number of shares of Common Stock computed using the following formula:

$$X = \frac{Y\,(A-B)}{A}$$

Where X= the number of shares of Common Stock to be issued to the holder

Y= the number of shares of Common Stock purchasable under the Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being exercised (at the date of such calculation)

A= Fair Market Value

B= Price (as adjusted to the date of such calculation)

3. Adjustment for Reorganization, Consolidation, Merger, etc.

3.1. Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another entity, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another entity) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, (D) the Company consummates a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, or spin oft) with one or more persons or entities whereby such other persons or entities acquire more than the 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by such other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock purchase agreement or other business combination), (E) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate Common Stock of the Company, or (F) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, upon exercise of this Warrant, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 3.1 and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

3.2. Continuation of Terms. Upon any reorganization, consolidation, merger or transfer (and any dissolution following any transfer) referred to in this Section 3, this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the Other Securities and property receivable on the exercise of this Warrant after the consummation of such reorganization, consolidation or merger or the effective date of dissolution following any such transfer, as the case may be, and shall be binding upon the issuer of any Other Securities, including, in the case of any such transfer, the person acquiring all or substantially all of the properties or assets of the Company, whether or not such person shall have expressly assumed the terms of this Warrant.

4. Extraordinary Events Regarding Common Stock. In the event that the Company shall (a) issue additional shares of the Common Stock as a dividend or other distribution on outstanding Common Stock, (b) subdivide its outstanding shares of Common Stock, or (c) combine its outstanding shares of the Common Stock into a smaller number of shares of the Common Stock, then, in each such event, the Purchase Price shall, simultaneously with the happening of such event, be adjusted by multiplying the then Purchase Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such the product so shall thereafter be the Purchase Price then in effect. The Purchase Price, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described herein in this Section 4. The number of shares of Common Stock that the Holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section 4) be issuable on such exercise by a fraction of which (a) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section 4) be in effect, and (b) the denominator is the Purchase Price in effect on the date of such exercise.

5. Certificate as to Adjustments. In each case of any adjustment or readjustment in the shares of Common Stock (or Other Securities) issuable on the exercise of the Warrants, the Company at its expense will promptly cause its Chief Financial Officer or other appropriate designee to compute such adjustment or readjustment in accordance with the terms of the Warrant and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (a) the consideration received or receivable by the Company for any additional shares of Common Stock (or Other Securities) issued or sold or deemed to have been issued or sold, (b) the number of shares of Common Stock (or Other Securities) outstanding or deemed to be outstanding, and (c) the Purchase Price and the number of shares of Common Stock to be received upon exercise of this Warrant, in effect immediately prior to such adjustment or readjustment and as adjusted or readjusted as provided in this Warrant. The Company will forthwith mail a copy of each such certificate to the Holder of the Warrant and any Warrant Agent of the Company (appointed pursuant to Section 10 hereof).

6. Reservation of Stock, etc. Issuable on Exercise of Warrant; Financial Statements. The Company will at all times reserve and keep available, solely for issuance and delivery on the exercise of the Warrants, all shares of Common Stock (or Other Securities) from time to time issuable on the exercise of the Warrant.

7. Assignment; Exchange of Warrant. Subject to compliance with applicable securities laws, this Warrant, and the rights evidenced hereby, may be transferred by any registered holder hereof (a "Transferor"). On the surrender for exchange of this Warrant, with the Transferor's endorsement in the form of Exhibit B attached hereto (the "Transferor Endorsement Form") and together with an opinion of counsel reasonably satisfactory to the Company that the transfer of this Warrant will be in compliance with applicable securities laws, the Company will issue and deliver to or on the order of the Transferor thereof a new Warrant or Warrants of like tenor, in the name of the Transferor and/or the transferee(s) specified in such Transferor Endorsement Form (each a "Transferee"), calling in the aggregate on the face or faces thereof for the number of shares of Common Stock called for on the face or faces of the Warrant so surrendered by the Transferor.

8. Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of this Warrant, the Company at its expense, twice only, will execute and deliver, in lieu thereof, a new Warrant of like tenor.

9. Maximum Exercise. The Holder shall not be entitled to exercise this Warrant on an exercise date, in connection with that number of shares of Common Stock which would be in excess of the sum of (i) the number of shares of Common Stock beneficially owned by the Holder and its affiliates on an exercise date, and (ii) the number of shares of Common Stock issuable upon the exercise of this Warrant with respect to which the determination of this limitation is being made on an exercise date, which would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock on such date. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the 1934 Act and Rule 13d-3 thereunder. Subject to the foregoing, the Holder shall not be limited to aggregate exercises which would result in the issuance of more than 4.99%. The restriction described in this paragraph may be waived, in whole or in part, upon sixty-one (61) days prior notice from the Holder to the Company to increase such percentage to up to 9.99%, but not in excess of 9.99%. The Holder may decide whether to convert a Convertible Note or exercise this Warrant to achieve an actual 4.99% or up to 9.99% ownership position as described above, but not in excess of 9.99%.

10. Warrant Agent. The Company may, by written notice to the Holder of the Warrant, appoint an agent (a "Warrant Agent") for the purpose of issuing Common Stock (or Other Securities) on the exercise of this Warrant pursuant to Section 1, exchanging this Warrant pursuant to Section 7, and replacing this Warrant pursuant to Section 8, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such Warrant Agent.

11. Transfer on the Company's Books. Until this Warrant is transferred on the books of the Company, the Company may treat the registered holder hereof as the absolute owner hereof for all purposes, notwithstanding any notice to the contrary.

12. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, e-mail or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery, delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below or e-mail (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:

Blink Charging Co. formerly known as Car Charging Group, Inc.
3284 North 29th Court.
Hollywood, FL 33020-1320
Facsimile: (305) 521-0201

If to the Holder:

[HOLDER]
[Address Line 1]
[Address Line 2]

13. Law Governing This Warrant. This Warrant shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Warrant shall be brought only in the state courts of Florida or in the federal courts located in the state and county of Florida. The parties to this Warrant hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens.* THE PARTIES TO THIS AGREEMENT HEREBYIRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS WARRANT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. The prevailing party shall be entitled to recover from the other party its reasonable attorney' s fees and costs. In the event that any provision of this Warrant or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Warrant by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first written above.

BLINK CHARGING CO. f/k/a/ CAR CHARGING GROUP, INC.

By: */s/ Michael Calise*
Michael Calise, Chief Executive Offer

Exhibit A

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

TO: BLINK CHARGING CO. f/k/a/ CAR CHARGING GROUP, INC.

The undersigned, pursuant to the provisions set forth in the attached Warrant (No. _____), hereby irrevocably elects to purchase (check applicable box):

_ _ _ _ shares of the Common Stock covered by such Warrant; or

the maximum number of shares of Common Stock covered by such Warrant pursuant to the cashless exercise procedure set forth in Section 2.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant, which is$ .. Such payment takes the form of (check applicable box):

$_ _ _ _ in lawful money of the United States; and/or

the cancellation of such portion of the attached Warrant as is exercisable for a total of _____shares of Common Stock (using a Fair Market Value of $_____per share for purposes of this calculation); and/or

the cancellation of such number of shares of Common Stock as is necessary, in accordance with the formula set forth in Section 2, to exercise this Warrant with respect to the maximum number of shares of Common Stock purchasable pursuant to the cashless exercise procedure set forth in Section 2.

The undersigned requests that the certificates for such shares be issued in the name of, and delivered to_ _ _ __ _ _ _ _ __ _ _ __ _ _ _ _ _ __ _ __ whose address is _ __ _ _ _ _ __ __ _ _ _ _ __ __ _ _ _ _ __ __ _ _ _ _ __ __ _ _ _ _ __ __ _ _ _ _ _ _ _ _

_____

_____

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable upon exercise of the within Warrant shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to an exemption from registration under the Securities Act.

_____

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

_____

_____

(Address)

_____

Exhibit B

FORM OF TRANSFEROR ENDORSEMENT
(To be signed only on transfer of Warrant)

For value received, the undersigned hereby sells, assigns, and transfers unto the person(s) named below under the heading "Transferees" the right represented by the within Warrant to purchase the percentage and number of shares of Common Stock of BLINK CHARGING CO. f/k/a/ CAR CHARGING GROUP, INC., to which the within Warrant relates specified under the headings "Percentage Transferred" and "Number Transferred," respectively, opposite the name(s) of such person(s) and appoints each such person Attorney to transfer its respective right on the books of BLINK CHARGING CO. f/k/a/ CAR CHARGING GROUP, INC. with full power of substitution in the premises.

Transferees	Percentage Transferred	Number Transferred

Dated: _ _ _ _ _ _

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

Signed in the presence of:

(Name)

(address)

ACCEPTED AND AGREED:
[TRANSFEREE]
(address)

(Name)

(address)

FOURTH AMENDMENT TO
SECURED CONVERTIBLE PROMISSORY NOTE

This Fourth Amendment to Secured Convertible Promissory Note (this "Amendment") dated as of September 5, 2017 is by and between Blink Charging Co. formerly known as Car Charging Group, Inc., a Nevada corporation ("Borrower") and Chase Mortgage, Inc. ("Holder") as the fourth amendment to that certain Secured Convertible Promissory Note dated as of November 14, 2014 (the "Promissory Note") between Borrower and Holder. Capitalized terms that are not otherwise defined herein shall have their defined meaning under the Promissory Note.

WHEREAS, Borrower and Holder desire to amend the Promissory Note as provided herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the undersigned hereby agree as follows:

1. Principal Amount. The Principal Amount now due under the note is Fifty Thousand ($50,000) dollars.

2. Interest Rate. Interest payable on the Note shall accrue at the monthly rate of 1.5%; is due and owed since November 9, 2015; and shall be payable along with the Principal Amount on the Maturity Date, accelerated or otherwise.

3. Maturity Date. The Maturity Date under the Note shall be extended to the earlier of (a) December 29, 2017; or (b) the Borrower cumulatively receiving Five Million ($5,000,000) Dollars from equity investor(s) and/or debt financing.

4. Warrant Issuance. In consideration for the extension and waiver granted by Holder hereunder, Borrower shall issue to Holder a five-year warrant to purchase 10,000 shares of common stock at the lower of (a) $35.00 per share or (b) a price equal to a twenty percent discount to the price per share sold in any equity financing transaction within the next twelve months whereby the Company cumulatively receives at least one million dollars. Furthermore, this new warrant shall be in a form substantially identical to Warrant No. I-1 originally issued in conjunction with the Promissory Note. Notwithstanding anything to the contrary, this new warrant shall not have any registration rights, shall have a revised Section 1.4(b) (definition of Fair Market Value if the Common Stock is not traded on a national securities exchange), and shall have a revised Sections 3.1 and 3.2 (Fundamental Transaction and Continuation of Terms).

5. No Default. Any failure of Borrower to make a payment required under the Promissory Note prior to the date of this Amendment shall not be deemed an Event of Default and Holder hereby expressly waives its rights and remedies with respect to any such existing Event of Default. Holder represents and warrants that any rights waived hereunder have not been assigned to any third party.

6. Authorization. The execution, delivery, and performance of this Amendment by the respective parties hereto and the consummation of the transactions contemplated hereby have been

duly authorized by all necessary action and no other action or proceeding is necessary to authorize the execution, delivery, and performance by the parties hereto and the consummation of the transactions contemplated hereby. This Amendment constitutes a valid and legally binding obligation of the respective parties hereto and shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, representatives, and the permitted successors and assigns of the Company and the Holder.

7. Conflicts. In the event there is a conflict between the provisions of this Amendment and the Promissory Note, the terms stated herein shall prevail. The Parties further acknowledge and agree that all of the unchanged terms and conditions of the Promissory Note are hereby ratified and remain in full force and effect.

8. Counterparts. This 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 Fourth Amendment to Secured Convertible Promissory Note as of the date first written above.

BLINK CHARGING CO. f/k/a
CAR CHARGING GROUP, INC.

By:_____
Mike Calise
Chief Executive Officer

CHASE MORTGAGE, INC.

By: _____
Name: _____
Title: _____

Principal Amount: $160,000 **Issue Date: September 6, 2017**

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, BLINK CHARGING CO. formerly known as CAR CHARGING GROUP, INC., a Nevada corporation (hereinafter called "**Borrower**"), hereby promises to pay to the order of SMS REAL ESTATE LLC, 300 West 41st Street, Suite 202, Miami Beach FL 33140 (collectively, the "**Holder**"), without demand, the sum of One Hundred and Sixty Thousand Dollars ($160,000.00) ("**Principal Amount**"), with interest accruing thereon, on the earlier of (a) December 29, 2017; or (b) the Borrower cumulatively receiving Five Million ($5,000,000) Dollars from equity investor(s) and/or debt financing (the "**Maturity Date**"), if not sooner paid.

This Note also contains a five (5) year warrant to purchase 9,600 shares of common stock substantially in the form attached as Exhibit A to the Note (the "Warrant").

ARTICLE I
GENERAL PROVISIONS

1.1 Interest Rate. Interest payable on this Note shall accrue at the annual rate of twelve percent (12%) and be payable on the Maturity Date, accelerated or otherwise, when the principal and remaining accrued but unpaid interest shall be due and payable, or sooner as described below.

1.2 Payment Grace Period. The Borrower shall have a ten (10) day grace period to pay any monetary amounts due under this Note. After the expiration of the grace period, during the pendency of an Event of Default (as described in Article III), a default interest rate of eighteen percent (18%) per annum shall be in effect.

1.3 Maturity Date. The Maturity Date of this Note is the earlier of (a) December 29, 2017; or (b) the Borrower cumulatively receiving Five Million ($5,000,000) Dollars from equity investor(s) and/or debt financing.

1.4 Prepayment. This Note may be prepaid by the Borrower in whole, at any time, or in part, from time to time, without penalty or premium, upon four (4) business days prior written notice to the Holder. No such notice shall be necessary if payment will be made on the Maturity Date.

1.5 Installation Payments. Prior to the Maturity Date, for every One Million Dollars ($1,000,000) cumulatively received by Borrower from equity investor(s) and/or debt financing, the Holder shall be entitled to be repaid Thirty Two Thousand ($32,000) Dollars.

ARTICLE II
VARIOUS RIGHTS

2.1. This section was intentionally left blank.

(a) This section was intentionally left blank.

(b) This section was intentionally left blank.

(c) This section was intentionally left blank.

A. This section was intentionally left blank

B. This section was intentionally left blank

C. This section was intentionally left blank

D. Fundamental Transaction. In the event the Borrower undergoes a Fundamental Transaction, as a condition thereof, Borrower covenants and agrees to cause the surviving entity to such transaction to assume the obligations under this Note and upon the closing of such Fundamental Transaction, and as a condition thereof, such company shall assume the obligations of Borrower as if named as Borrower herein.

(d) This section was intentionally left blank

(e) This section was intentionally left blank

2.2 This section was intentionally left blank

2.3. This section was intentionally left blank.

2.4 This section was intentionally left blank

ARTICLE III
EVENT OF DEFAULT

The occurrence of any of the following events of default ("**Event of Default**") shall, at the option of the Holder hereof, make all sums of principal and interest then remaining unpaid hereon and all other amounts payable hereunder immediately due and payable, upon demand, without presentment, or grace period, all of which hereby are expressly waived, except as set forth below:

3.1 Failure to Pay Principal or Interest. The Borrower fails to pay any installment of principal, interest or other sum due under this Note when due.

3.2 Breach of Covenant. The Borrower breaches any material covenant or other term or condition of this Note in any material respect and such breach, if subject to cure, continues for a period of ten (10) business days after written notice to the Borrower from the Holder.

3.3 Breach of Representations and Warranties. Any material representation or warranty of the Borrower made herein, or in any agreement, statement or certificate given in writing pursuant hereto or in connection therewith shall be false or misleading in any material respect as of the date made.

3.4 Liquidation. Any dissolution, liquidation or winding up of Borrower or any substantial portion of its business.

3.5 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due.

3.6 Receiver or Trustee. The Borrower or any Subsidiary of Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee shall otherwise be appointed.

3.7 Judgments. Any money judgment, writ or similar final process shall be entered or filed against Borrower or any of its property or other assets for more than $500,000, unless stayed vacated or satisfied within thirty (30) days.

3.8 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings or relief under any bankruptcy law or any law, or the issuance of any notice in relation to such event, for the relief of debtors shall be instituted by or against the Borrower.

3.9 This section was intentionally left blank

ARTICLE IV
SECURITY INTEREST

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

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

ARTICLE V
MISCELLANEOUS

5.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, e-mail, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery, delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, or by e-mail at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the first business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Borrower to: Blink Charging Co. f/k/a Car Charging Group, Inc., Mike Calise, CEO, 3284 North 29th Court, Hollywood, FL 33020-1320, facsimile: 305-521-0201, and (ii) if to the Holder, to the name, address and facsimile number set forth on the front page of this Note.

5.3 Amendment Provision. The term "Note" and/or "Promissory Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented. This Note may only be amended or modified by a written document signed by Borrower and Holder.

5.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns. The Borrower may not assign its obligations under this Note except as required in connection with a Fundamental Transaction or upon the prior written consent of Holder.

5.5 Cost of Collection. If default is made in the payment of this Note, Borrower shall pay the Holder hereof reasonable costs of collection, including reasonable attorneys' fees.

5.6 Governing Law, Venue, Waiver of Jury Trial. This Note shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles that would result in the application of the substantive laws of another jurisdiction. Any action brought by either party against the other concerning the transactions contemplated by this Agreement must be brought only in the civil or state courts of Florida or in the federal courts located in the State of Florida, County of Miami-Dade. Both parties and the individual signing this Agreement on behalf of the Borrower agree to submit to the jurisdiction of such courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or unenforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Borrower in any other jurisdiction to collect on the Borrower's obligations to Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other decision in favor of the Holder. THE HOLDER AND THE BORROWER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS NOTE, ANY OTHER CONTRACT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

5.7 Maximum Payments. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum rate permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum rate permitted by applicable law, any payments in excess of such maximum rate shall be credited against amounts owed by the Borrower to the Holder and thus refunded to the Borrower.

5.8 Non-Business Days. Whenever any payment or any action to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Florida, such payment may be due or action shall be required on the next succeeding business day and, for such payment, such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

5.9 Redemption. This Note may not be redeemed or called without the consent of the Holder except as described in this Note.

5.10 Shareholders, Officers and Directors Not Liable. In no event shall any shareholder, officer or director of Borrower be liable for any amounts due or payable pursuant to this Note.

5.11 Shareholder Status. This section was intentionally left blank

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by an authorized officer as of the date and year first above written.

BLINK CHARGING CO. f/k/a
CAR CHARGING GROUP, INC.

By: _____
Mike Calise, Chief Executive Officer

BLINK CHARGING CO. f/k/a
CAR CHARGING GROUP, INC.

By: _____
Michael D. Farkas, Executive Chairman

Exhibit A
DEFINITION OF COLLATERAL

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

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

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

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

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

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

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

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

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

Principal Amount: $100,000 **Issue Date: September 6, 2017**

SECURED PROMISSORY NOTE

FOR VALUE RECEIVED, BLINK CHARGING CO. formerly known as CAR CHARGING GROUP, INC., a Nevada corporation (hereinafter called "**Borrower**"), hereby promises to pay to the order of CHASE MORTGAGE, INC., Post Office Box 403303, Miami Beach FL 33140 (collectively, the "**Holder**"), without demand, the sum of One Hundred Thousand Dollars ($100,000.00) ("**Principal Amount**"), with interest accruing thereon, on the earlier of (a) December 29, 2017; or (b) the Borrower cumulatively receiving Five Million ($5,000,000) Dollars from equity investor(s) and/or debt financing (the "**Maturity Date**"), if not sooner paid.

This Note also contains a five (5) year warrant to purchase 6,000 shares of common stock substantially in the form attached as Exhibit A to the Note (the "Warrant").

ARTICLE I
GENERAL PROVISIONS

1.1 Interest Rate. Interest payable on this Note shall accrue at the annual rate of twelve percent (12%) and be payable on the Maturity Date, accelerated or otherwise, when the principal and remaining accrued but unpaid interest shall be due and payable, or sooner as described below.

1.2 Payment Grace Period. The Borrower shall have a ten (10) day grace period to pay any monetary amounts due under this Note. After the expiration of the grace period, during the pendency of an Event of Default (as described in Article III), a default interest rate of eighteen percent (18%) per annum shall be in effect.

1.3 Maturity Date. The Maturity Date of this Note is the earlier of (a) December 29, 2017; or (b) the Borrower cumulatively receiving Five Million ($5,000,000) Dollars from equity investor(s) and/or debt financing.

1.4 Prepayment. This Note may be prepaid by the Borrower in whole, at any time, or in part, from time to time, without penalty or premium, upon four (4) business days prior written notice to the Holder. No such notice shall be necessary if payment will be made on the Maturity Date.

1.5 Installation Payments. Prior to the Maturity Date, for every One Million Dollars ($1,000,000) cumulatively received by Borrower from equity investor(s) and/or debt financing, the Holder shall be entitled to be repaid Twenty Thousand ($20,000) Dollars.

ARTICLE II
VARIOUS RIGHTS

2.1. This section was intentionally left blank.

(a) This section was intentionally left blank.

(b) This section was intentionally left blank.

(c) This section was intentionally left blank.

A. This section was intentionally left blank

B. This section was intentionally left blank

C. This section was intentionally left blank

D. Fundamental Transaction. In the event the Borrower undergoes a Fundamental Transaction, as a condition thereof, Borrower covenants and agrees to cause the surviving entity to such transaction to assume the obligations under this Note and upon the closing of such Fundamental Transaction, and as a condition thereof, such company shall assume the obligations of Borrower as if named as Borrower herein.

(d) This section was intentionally left blank

(e) This section was intentionally left blank

2.2 This section was intentionally left blank

2.3. This section was intentionally left blank.

2.4 This section was intentionally left blank

ARTICLE III
EVENT OF DEFAULT

The occurrence of any of the following events of default (**"Event of Default"**) shall, at the option of the Holder hereof, make all sums of principal and interest then remaining unpaid hereon and all other amounts payable hereunder immediately due and payable, upon demand, without presentment, or grace period, all of which hereby are expressly waived, except as set forth below:

3.1 Failure to Pay Principal or Interest. The Borrower fails to pay any installment of principal, interest or other sum due under this Note when due.

3.2 Breach of Covenant. The Borrower breaches any material covenant or other term or condition of this Note in any material respect and such breach, if subject to cure, continues for a period of ten (10) business days after written notice to the Borrower from the Holder.

3.3 Breach of Representations and Warranties. Any material representation or warranty of the Borrower made herein, or in any agreement, statement or certificate given in writing pursuant hereto or in connection therewith shall be false or misleading in any material respect as of the date made.

3.4 Liquidation. Any dissolution, liquidation or winding up of Borrower or any substantial portion of its business.

3.5 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due.

3.6 Receiver or Trustee. The Borrower or any Subsidiary of Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee shall otherwise be appointed.

3.7 Judgments. Any money judgment, writ or similar final process shall be entered or filed against Borrower or any of its property or other assets for more than $500,000, unless stayed vacated or satisfied within thirty (30) days.

3.8 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings or relief under any bankruptcy law or any law, or the issuance of any notice in relation to such event, for the relief of debtors shall be instituted by or against the Borrower.

3.9 This section was intentionally left blank

ARTICLE IV
SECURITY INTEREST

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

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

ARTICLE V
MISCELLANEOUS

5.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, e-mail, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery, delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, or by e-mail at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the first business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Borrower to: Blink Charging Co. f/k/a Car Charging Group, Inc., Mike Calise, CEO, 3284 North 29th Court, Hollywood, FL 33020-1320, facsimile: 305-521-0201, (ii) if to the Holder, to the name, address and facsimile number set forth on the front page of this Note.

5.3 Amendment Provision. The term "Note" and/or "Promissory Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented. This Note may only be amended or modified by a written document signed by Borrower and Holder.

5.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns. The Borrower may not assign its obligations under this Note except as required in connection with a Fundamental Transaction or upon the prior written consent of Holder.

5.5 Cost of Collection. If default is made in the payment of this Note, Borrower shall pay the Holder hereof reasonable costs of collection, including reasonable attorneys' fees.

5.6 Governing Law, Venue, Waiver of Jury Trial. This Note shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles that would result in the application of the substantive laws of another jurisdiction. Any action brought by either party against the other concerning the transactions contemplated by this Agreement must be brought only in the civil or state courts of Florida or in the federal courts located in the State of Florida, County of Miami-Dade. Both parties and the individual signing this Agreement on behalf of the Borrower agree to submit to the jurisdiction of such courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or unenforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Borrower in any other jurisdiction to collect on the Borrower's obligations to Holder, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other decision in favor of the Holder. THE HOLDER AND THE BORROWER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS NOTE, ANY OTHER CONTRACT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

5.7 Maximum Payments. Nothing contained herein shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum rate permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum rate permitted by applicable law, any payments in excess of such maximum rate shall be credited against amounts owed by the Borrower to the Holder and thus refunded to the Borrower.

5.8 Non-Business Days. Whenever any payment or any action to be made shall be due on a Saturday, Sunday or a public holiday under the laws of the State of Florida, such payment may be due or action shall be required on the next succeeding business day and, for such payment, such next succeeding day shall be included in the calculation of the amount of accrued interest payable on such date.

5.9 Redemption. This Note may not be redeemed or called without the consent of the Holder except as described in this Note.

5.10 Shareholders, Officers and Directors Not Liable. In no event shall any shareholder, officer or director of Borrower be liable for any amounts due or payable pursuant to this Note.

5.11 Shareholder Status. This section was intentionally left blank

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by an authorized officer as of the date and year first above written.

BLINK CHARGING CO. f/k/a
CAR CHARGING GROUP, INC.

By: _____
Mike Calise, Chief Executive Officer

BLINK CHARGING CO. f/k/a
CAR CHARGING GROUP, INC.

By: _____
Michael D. Farkas, Executive Chairman

Exhibit A
DEFINITION OF COLLATERAL

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

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

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

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

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

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

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

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

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

September 6, 2017 BLINK

SMS Real Estate LLC

VIA ELECTRONIC MAIL

Re: **Agreement to Convert – Warrants**

SMS Real Estate LLC

You are being sent this letter (the "Letter Agreement") as you are currently the holder of warrant shares of Blink Charging Co. formerly known as Car Charging Group, Inc. (the "Company"). Reference is made to transaction documents entered into by and among the Company and SMS Real Estate LLC (sometimes hereinafter referred to as the "Holder") pursuant to which you acquired warrant shares (the "Transaction Documents"). Notwithstanding anything to the contrary, this Letter Agreement is specifically limited to the following two warrants:

Warrant Holder	Warrant Number	Date of Issuance	Date of Expiration	Number Outstanding
SMS Real Estate	I-3	4/1/15	4/1/20	1,000
SMS Real Estate	I-5	11/9/15	11/9/20	1,000

Both of the above described warrants are hereinafter referred to as the ("Warrants").

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, the Company has engaged 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 was 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

[redacted]

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 the Warrants and any other amounts owed to you under any compensation associated with the Warrants including, 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 August 31, 2017 our records indicate that the Warrants have the right to 2,000 Warrant shares.

You will hereby agree to automatically convert upon your signing of this Letter Agreement (the "Automatic Warrant Conversion"), your 2,000 Warrant shares into 1,700 shares of the Company's Common Stock (the "Exchange Shares"). Within ten (10) business days of the date of your signing this Letter Agreement, the Company shall send you instructions on surrendering to the Company the 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. Upon the signing of this Letter Agreement, SMS Real Estate LLC shall be deemed for all corporate purposes to have become the owner and holder of record of the Exchange Shares. Furthermore, the Company hereby agrees to deliver a stock certificate representing the Exchange Shares to SMS Real Estate LLC on or before September 29, 2017.

By your agreement and acknowledgment below, this Letter Agreement shall serve as written confirmation that:

1. You agree to the terms of the Automatic Warrant Conversion.

2. You acknowledge and agree that upon the Automatic Warrant Conversion, the Warrants shall be cancelled.

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 as described herein. Upon the signing of this letter agreement, 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 the Warrants, including but not limited to, any registration rights associated with the Warrants share ownership.

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 Warrants including, but not limited to, any registration rights associated with the Warrants share ownership.

The Company covenants, represents and warrants to SMS Real Estate LLC, and covenants for the benefit of SMS Real Estate LLC, as follows:

(a) The Company has been duly incorporated and is validly existing and in good standing under the laws of the state of Nevada, with full corporate power and authority to own, lease and operate its properties and to conduct its business as currently conducted, and is duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to register or qualify would not have a Material Adverse Effect. For purposes of this Agreement, "Material Adverse Effect" shall mean any material adverse effect on the business, operations, properties, prospects, or financial condition of the Company and its subsidiaries and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Letter Agreement in any material respect.

(b) The issuance of the Exchange Shares is duly authorized and, upon issuance in accordance with the terms hereof, the Exchange Shares shall be validly issued, fully paid and non-assessable and free from all preemptive or similar rights, taxes, liens and charges and other encumbrances with respect to the issue thereof and the Exchange Shares shall be fully paid and

non-assessable with the Holder being entitled to all rights accorded to a holder of Common Stock. No commission or other remuneration has been paid by the Holder to the Company in connection with this Letter Agreement, Automatic Warrant Conversion and/or any transactions contemplated hereby.

(c) This Letter Agreement has been duly authorized, validly executed and delivered on behalf of the Company and is a valid and binding agreement and obligation of the Company enforceable against the Company in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Company has full power and authority to execute and deliver this Letter Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(d) The execution and delivery of this Letter Agreement and the consummation of the transactions contemplated by this Letter Agreement by the Company, will not (i) conflict with or result in a breach of or a default under any of the terms or provisions of, (A) the Company's certificate of incorporation or by-laws, or (B) of any material provision of any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its material properties or assets is bound, (ii) result in a violation of any provision of any law, statute, rule, regulation, or any existing applicable decree, judgment or order by any court, Federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company, or any of its material properties or assets or (iii) result in the creation or imposition of any material lien, charge or encumbrance upon any material property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of their property or any of them is subject except in the case for any such conflicts, breaches, or defaults or any liens, charges, or encumbrances which would not have a Material Adverse Effect.

(e) No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Letter Agreement or the offer, sale or issuance of the Exchange Shares or the consummation of any other transaction contemplated by this Letter Agreement.

(f) The Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and delivery of the Exchange Shares hereunder. Neither the Company nor anyone acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Exchange Shares, or similar securities to, or solicit offers with respect thereto from, or enter into any preliminary conversations or negotiations relating thereto with, any person, or has taken or will take any action so as to bring the issuance and sale of any of the Exchange Shares under the registration provisions of the Securities Act and applicable state securities laws. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf, has engaged in any form of general

solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of any of the Exchange Shares.

(g) The Company represents that it has not paid, and shall not pay, any commissions or other remuneration, directly or indirectly, to any third party for the solicitation of this exchange transaction. Other than the exchange of the Warrants, the Company has not received any consideration for the Exchange Shares.

(h) The Company shall file, on or before 5:30 p.m., New York City time on September 11, 2017: (i) a current report on Form 8-K with the Securities and Exchange Commission (the "SEC"); (ii) a press release; or (iii) an Amendment to its Registration Statement on Form S-1/A (File No. 333-214461) with the SEC (the particular filing made shall be referred to herein as the "Public Disclosure"), relating to the loan transaction contemplated by and among the Company, Chase Mortgage, Inc. and SMS Real Estate LLC and attaching (in the case of a 8-K or S-1/A), the form of the loan transaction documentas as an exhibit to such 8-K or S-1/A. From and after the filing of the Public Disclosure, the Holder shall not be in possession of any material nonpublic information received from the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates (as defined in the Warrants), employees or agents, that is not discloded in the Public Disclosure. In addition, effective upon the filing of the Public Disclosure, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents, on the one hand, and the Holder or any of its Affilates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, Affiliates, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates employees or agents delivers any material, non-public information to the Holder without the Holder's consent, the Company hereby covenants and agrees that the Holder shall not have any duty of confidentiality to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents with respect to, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents not to trade on the basis of, such material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting transactions in securities of the Company.

(i) For the purposes of Rule 4(a)(1) and, if applicable, Rule 144, the Company acknowledges that the holding period of the Exchange Shares may be tacked onto the holding period of the Warrants, and the Company agrees not to take a position contrary to this Section.

(j) Entire Agreement. This Letter Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous oral or written proposals or agreements relating

thereto all of which are merged herein. This Letter Agreement may not be amended or any provision hereof waived in whole or in part, except by a written amendment signed by both of the parties.

(k) Successors and Assigns. This Letter Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Warrants.

(l) No Third Party Beneficiaries. This Letter Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(m) Survival. The representations, warranties and covenants of the Company and the Holder contained herein shall survive the closing and delivery of the Exchange Shares.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[redacted]

Please indicate confirmation of the terms provided herein by executing and returning this letter in the space provided below.

Very truly yours,

BLINK CHARGING CO. f/k/a/
CAR CHARGING GROUP, INC.

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

Date: 09/06/17

ACCEPTED AND AGREED:

SMS REAL ESTATE LLC

_____
Name:
Title:

Date: _____

3284 N 29th Ct, Hollywood, FL 33020
Office: (305) 521-0200 Fax: (305) 521-0201
BlinkCharging.com

September 6, 2017

BLINK

Chase Mortgage, Inc.

VIA ELECTRONIC MAIL

Re: **Agreement to Convert – Warrants**

Chase Mortgage, Inc.

You are being sent this letter (the "Letter Agreement") as you are currently the holder of warrant shares of Blink Charging Co. formerly known as Car Charging Group, Inc. (the "Company"). Reference is made to transaction documents entered into by and among the Company and Chase Mortgage, Inc. (sometimes hereinafter referred to as the "Holder") pursuant to which you acquired warrant shares (the "Transaction Documents"). Notwithstanding anything to the contrary, this Letter Agreement is specifically limited to the following two warrants:

Warrant Holder	Warrant Number	Date of Issuance	Date of Expiration	Number Outstanding
Chase Mortgage	CA – 10	10/12/12	10/12/17	1,000
Chase Mortgage	I – 4	11/9/15	11/9/20	4,600

Both of the above described warrants are hereinafter referred to as the ("Warrants").

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, the Company has engaged 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 was 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 the Warrants and any other amounts owed to you under any compensation associated with the Warrants including, 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 August 31, 2017 our records indicate that the Warrants have the right to 5,600 Warrant shares.

You will hereby agree to automatically convert upon your signing of this Letter Agreement (the "Automatic Warrant Conversion"), your 5,600 Warrant shares into 4,760 shares of the Company's Common Stock (the "Exchange Shares"). Within ten (10) business days of the date of your signing this Letter Agreement, the Company shall send you instructions on surrendering to the Company the 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. Upon the signing of this Letter Agreement, Chase Mortgage, Inc. shall be deemed for all corporate purposes to have become the owner and holder of record of the Exchange Shares. Furthermore, the Company hereby agrees to deliver a stock certificate representing the Exchange Shares to Chase Mortgage, Inc. on or before September 29, 2017.

By your agreement and acknowledgment below, this Letter Agreement shall serve as written confirmation that:

1. You agree to the terms of the Automatic Warrant Conversion.

2. You acknowledge and agree that upon the Automatic Warrant Conversion, the Warrants shall be cancelled.

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 as described herein. Upon the signing of this letter agreement, 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 the Warrants, including but not limited to, any registration rights associated with the Warrants share ownership.

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 Warrants including, but not limited to, any registration rights associated with the Warrants share ownership.

The Company covenants, represents and warrants to Chase Mortgage, Inc. and covenants for the benefit of Chase Mortgage, Inc. as follows:

(a) The Company has been duly incorporated and is validly existing and in good standing under the laws of the state of Nevada, with full corporate power and authority to own, lease and operate its properties and to conduct its business as currently conducted, and is duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to register or qualify would not have a Material Adverse Effect. For purposes of this Agreement, "Material Adverse Effect" shall mean any material adverse effect on the business, operations, properties, prospects, or financial condition of the Company and its subsidiaries and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Letter Agreement in any material respect.

(b) The issuance of the Exchange Shares is duly authorized and, upon issuance in accordance with the terms hereof, the Exchange Shares shall be validly issued, fully paid and non-assessable and free from all preemptive or similar rights, taxes, liens and charges and other encumbrances with respect to the issue thereof and the Exchange Shares shall be fully paid and

non-assessable with the Holder being entitled to all rights accorded to a holder of Common Stock. No commission or other remuneration has been paid by the Holder to the Company in connection with this Letter Agreement, Automatic Warrant Conversion and/or any transactions contemplated hereby.

(c) This Letter Agreement has been duly authorized, validly executed and delivered on behalf of the Company and is a valid and binding agreement and obligation of the Company enforceable against the Company in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Company has full power and authority to execute and deliver this Letter Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(d) The execution and delivery of this Letter Agreement and the consummation of the transactions contemplated by this Letter Agreement by the Company, will not (i) conflict with or result in a breach of or a default under any of the terms or provisions of, (A) the Company's certificate of incorporation or by-laws, or (B) of any material provision of any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its material properties or assets is bound, (ii) result in a violation of any provision of any law, statute, rule, regulation, or any existing applicable decree, judgment or order by any court, Federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company, or any of its material properties or assets or (iii) result in the creation or imposition of any material lien, charge or encumbrance upon any material property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of their property or any of them is subject except in the case for any such conflicts, breaches, or defaults or any liens, charges, or encumbrances which would not have a Material Adverse Effect.

(e) No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Letter Agreement or the offer, sale or issuance of the Exchange Shares or the consummation of any other transaction contemplated by this Letter Agreement.

(f) The Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and delivery of the Exchange Shares hereunder. Neither the Company nor anyone acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Exchange Shares, or similar securities to, or solicit offers with respect thereto from, or enter into any preliminary conversations or negotiations relating thereto with, any person, or has taken or will take any action so as to bring the issuance and sale of any of the Exchange Shares under the registration provisions of the Securities Act and applicable state securities laws. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf, has engaged in any form of general

solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of any of the Exchange Shares.

(g) The Company represents that it has not paid, and shall not pay, any commissions or other remuneration, directly or indirectly, to any third party for the solicitation of this exchange transaction. Other than the exchange of the Warrants, the Company has not received any consideration for the Exchange Shares.

(h) The Company shall file, on or before 5:30 p.m., New York City time on September 11, 2017: (i) a current report on Form 8-K with the Securities and Exchange Commission (the "SEC"); (ii) a press release; or (iii) an Amendment to its Registration Statement on Form S-1/A (File No. 333-214461) with the SEC (the particular filing made shall be referred to herein as the "Public Disclosure"), relating to the loan transaction contemplated by and among the Company, Chase Mortgage, Inc. and SMS Real Estate LLC and attaching (in the case of a 8-K or S-1/A), the form of the loan transaction documentas as an exhibit to such 8-K or S-1/A. From and after the filing of the Public Disclosure, the Holder shall not be in possession of any material nonpublic information received from the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates (as defined in the Warrants), employees or agents, that is not discloded in the Public Disclosure. In addition, effective upon the filing of the Public Disclosure, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents, on the one hand, and the Holder or any of its Affilates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, Affiliates, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates employees or agents delivers any material, non-public information to the Holder without the Holder's consent, the Company hereby covenants and agrees that the Holder shall not have any duty of confidentiality to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents with respect to, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents not to trade on the basis of, such material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting transactions in securities of the Company.

(i) For the purposes of Rule 4(a)(1) and, if applicable, Rule 144, the Company acknowledges that the holding period of the Exchange Shares may be tacked onto the holding period of the Warrants, and the Company agrees not to take a position contrary to this Section.

(j) Entire Agreement. This Letter Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous oral or written proposals or agreements relating

thereto all of which are merged herein. This Letter Agreement may not be amended or any provision hereof waived in whole or in part, except by a written amendment signed by both of the parties.

(k) Successors and Assigns. This Letter Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Warrants.

(l) No Third Party Beneficiaries. This Letter Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(m) Survival. The representations, warranties and covenants of the Company and the Holder contained herein shall survive the closing and delivery of the Exchange Shares.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[redacted]

Please indicate confirmation of the terms provided herein by executing and returning this letter in the space provided below.

Very truly yours,

BLINK CHARGING CO. f/k/a/
CAR CHARGING GROUP, INC.

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

Date: 09/06/17

ACCEPTED AND AGREED:

CHASE MORTGAGE, INC.

_____
Name:
Title:

Date: _____

3284 N 29th Ct, Hollywood, FL 33020
Office: (305) 521-0200 Fax: (305) 521-0201
BlinkCharging.com

September 7, 2017

Mark Herskowitz

VIA ELECTRONIC MAIL

Re: **Agreement to Convert – Warrants**

Mark Herskowitz

You are being sent this letter (the "Letter Agreement") as you are currently the holder of warrant shares of Blink Charging Co. formerly known as Car Charging Group, Inc. (the "Company"). Reference is made to transaction documents entered into by and among the Company and Mark Herskowitz (sometimes hereinafter referred to as the "Holder") pursuant to which you acquired warrant shares (the "Transaction Documents"). Notwithstanding anything to the contrary, this Letter Agreement is specifically limited to the following three warrants:

Warrant Holder	Warrant Number	Date of Issuance	Date of Expiration	Number Outstanding
Mark Herskowitz	CA-9	10/10/12	10/10/17	2,000
Mark Herskowitz	I-1	11/14/14	11/12/19	8,000
Mark Herskowitz	I-2	02/20/15	02/20/20	8,000

All three of the above described warrants are hereinafter referred to as the ("Warrants").

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, the Company has engaged 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 was 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 the Warrants and any other amounts owed to you under any compensation associated with the Warrants including, 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 August 31, 2017 our records indicate that the Warrants have the right to 18,000 Warrant shares.

You will hereby agree to automatically convert upon your signing of this Letter Agreement (the "Automatic Warrant Conversion"), your 18,000 Warrant shares into 15,300 shares of the Company's Common Stock (the "Exchange Shares"). Within ten (10) business days of the date of your signing this Letter Agreement, the Company shall send you instructions on surrendering to the Company the 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. Upon the signing of this Letter Agreement, Mark Herskowitz shall be deemed for all corporate purposes to have become the owner and holder of record of the Exchange Shares. Furthermore, the Company hereby agrees to deliver a stock certificate representing the Exchange Shares to Mark Herskowitz on or before September 29, 2017.

By your agreement and acknowledgment below, this Letter Agreement shall serve as written confirmation that:

1. You agree to the terms of the Automatic Warrant Conversion.

2. You acknowledge and agree that upon the Automatic Warrant Conversion, the Warrants shall be cancelled.

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 as described herein. Upon the signing of this letter agreement, 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 the Warrants, including but not limited to, any registration rights associated with the Warrants share ownership.

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 Warrants including, but not limited to, any registration rights associated with the Warrants share ownership.

The Company covenants, represents and warrants to Mark Herskowitz, and covenants for the benefit of Mark Herskowitz, as follows:

(a) The Company has been duly incorporated and is validly existing and in good standing under the laws of the state of Nevada, with full corporate power and authority to own, lease and operate its properties and to conduct its business as currently conducted, and is duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to register or qualify would not have a Material Adverse Effect. For purposes of this Agreement, "Material Adverse Effect" shall mean any material adverse effect on the business, operations, properties, prospects, or financial condition of the Company and its subsidiaries and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Letter Agreement in any material respect.

(b) The issuance of the Exchange Shares is duly authorized and, upon issuance in accordance with the terms hereof, the Exchange Shares shall be validly issued, fully paid and non-assessable and free from all preemptive or similar rights, taxes, liens and charges and other encumbrances with respect to the issue thereof and the Exchange Shares shall be fully paid and

non-assessable with the Holder being entitled to all rights accorded to a holder of Common Stock. No commission or other remuneration has been paid by the Holder to the Company in connection with this Letter Agreement, Automatic Warrant Conversion and/or any transactions contemplated hereby.

(c) This Letter Agreement has been duly authorized, validly executed and delivered on behalf of the Company and is a valid and binding agreement and obligation of the Company enforceable against the Company in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Company has full power and authority to execute and deliver this Letter Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(d) The execution and delivery of this Letter Agreement and the consummation of the transactions contemplated by this Letter Agreement by the Company, will not (i) conflict with or result in a breach of or a default under any of the terms or provisions of, (A) the Company's certificate of incorporation or by-laws, or (B) of any material provision of any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its material properties or assets is bound, (ii) result in a violation of any provision of any law, statute, rule, regulation, or any existing applicable decree, judgment or order by any court, Federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company, or any of its material properties or assets or (iii) result in the creation or imposition of any material lien, charge or encumbrance upon any material property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of their property or any of them is subject except in the case for any such conflicts, breaches, or defaults or any liens, charges, or encumbrances which would not have a Material Adverse Effect.

(e) No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Letter Agreement or the offer, sale or issuance of the Exchange Shares or the consummation of any other transaction contemplated by this Letter Agreement.

(f) The Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and delivery of the Exchange Shares hereunder. Neither the Company nor anyone acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Exchange Shares, or similar securities to, or solicit offers with respect thereto from, or enter into any preliminary conversations or negotiations relating thereto with, any person, or has taken or will take any action so as to bring the issuance and sale of any of the Exchange Shares under the registration provisions of the Securities Act and applicable state securities laws. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf, has engaged in any form of general

solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of any of the Exchange Shares.

(g) The Company represents that it has not paid, and shall not pay, any commissions or other remuneration, directly or indirectly, to any third party for the solicitation of this exchange transaction. Other than the exchange of the Warrants, the Company has not received any consideration for the Exchange Shares.

(h) The Company shall file, on or before 5:30 p.m., New York City time on September 11, 2017: (i) a current report on Form 8-K with the Securities and Exchange Commission (the "SEC"); (ii) a press release; or (iii) an Amendment to its Registration Statement on Form S-1/A (File No. 333-214461) with the SEC (the particular filing made shall be referred to herein as the "Public Disclosure"), relating to the loan transaction contemplated by and among the Company, Chase Mortgage, Inc. and SMS Real Estate LLC and attaching (in the case of a 8-K or S-1/A), the form of the loan transaction documentas as an exhibit to such 8-K or S-1/A. From and after the filing of the Public Disclosure, the Holder shall not be in possession of any material nonpublic information received from the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates (as defined in the Warrants), employees or agents, that is not discloded in the Public Disclosure. In addition, effective upon the filing of the Public Disclosure, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents, on the one hand, and the Holder or any of its Affilates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, Affiliates, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates employees or agents delivers any material, non-public information to the Holder without the Holder's consent, the Company hereby covenants and agrees that the Holder shall not have any duty of confidentiality to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents with respect to, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents not to trade on the basis of, such material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting transactions in securities of the Company.

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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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Very truly yours,

BLINK CHARGING CO. f/k/a/
CAR CHARGING GROUP, INC.

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

Date: 09/07/17

ACCEPTED AND AGREED:

MARK HERSKOWITZ

_____
Name:
Title:

Date: _____

3284 N 29th Ct, Hollywood, FL 33020
Office: (305) 521-0200 Fax: (305) 521-0201
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