Registration No. 333-214461

As filed with the U.S. Securities and Exchange Commission on February 9 , 2018

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1 1 to

FORM S-1

REGISTRATION STATEMENT
Under
The Securities Act of 1933

BLINK CHARGING CO.

(Exact name of Registrant as specified in its charter)

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

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

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

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

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

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

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price[1] [4]	Amount of Registration Fee
Units [2]	$ 26,450,000(3)	$ 3,293.03
Common Stock, par value $0.001 per share, included in the units	$ —(5)	$ —(5)
Warrants to purchase Common Stock, included in the units [6]	—(5)	—(5)
Shares of Common Stock, underlying the Warrants to purchase Common Stock [6]	$ 60,835,000	$ 7,573.96
Total	$ 87,285,000	$ 10,866.99(7)

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

(2) Each unit consists of one share of common stock, $0.001 par value per share, of the Registrant (the “Common Stock”) and two warrant s each to purchase one share of Common Stock.

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

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

(5) Included in the price of the units. No fee required pursuant to Rule 457(g) under the Securities Act.

(6) The warrants are exercisable at a per share price of 115 % of the unit offering price.

(7) $8,232.57 was p reviously paid.

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

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

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **DATED FEBRUARY 9 , 2018**

4,600,000 Units

Blink Charging Co.

This is a firm commitment public offering of 4,600,000 units, each unit consisting of one share of our common stock, $0.001 par value per share (the "Common Stock"), and two warrant s each to purchase one share of Common Stock, of Blink Charging Co. (formerly known as "Car Charging Group, Inc."), based on the last reported price of the Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, which was $5.00 per share. The warrants included within the units are exercisable immediately, have an exercise price of $ per share, 115 % of the public offering price of one unit, and expire five years from the date of issuance.

The units will not be issued or certificated. Purchasers will receive only shares of Common Stock and warrants. The shares of Common Stock and warrants may be transferred separately, immediately upon issuance. The offering also includes the shares of Common Stock issuable from time to time upon exercise of the warrants.

Our Common Stock is presently quoted on the OTC Pink Current Information Marketplace under the symbol "CCGI". The last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on February 8 , 2018 was $8. 20 . We have applied to have our Common Stock and warrants listed on The NASDAQ Capital Market under the symbols "BLNK" and "BLNKW," respectively, which listing we expect to occur upon consummation of this offering and is a condition of this offering. No assurance can be given that our application will be approved. There is no established public trading market for the warrants. No assurance can be given that a trading market will develop for the warrants.

Investing in our securities involves a high degree of risk. See "Risk Factors" beginning on page 10 of this prospectus for a discussion of information that should be considered in connection with an investment in our securities.

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

	Per Unit	Total(2)
Public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds to us, before expenses	$	$

(1) The public offering price and underwriting discount in respect of each unit corresponds to a public offering price per share of common stock of $___ and a public offering price per warrant of $____.

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

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

A 1:50 reverse stock split of the Common Stock (the "Reverse Stock Split") was effected on August 29, 2017. All share and per share information in this prospectus have been retroactively adjusted to give effect to the Reverse Stock Split, including the financial statements and notes thereto.

We have granted a 45-day option to the representative of the underwriters to purchase up to an aggregate of 690,000 additional shares of Common Stock and/or warrants to purchase up to 1,380 ,000 additional shares of Common Stock (equal to 15% of the Common Stock and warrants underlying the units sold in the offering) in any combination thereof, at the public offering price per share and per warrant, respectively, less underwriting discount and commission, solely to cover over-allotments, if any.

The underwriters expect to deliver our shares and warrants to purchasers in the offering on or about, 2018.

Sole Book-Running Manager

Joseph Gunnar & Co.

Co-Managers

Benchmark **Dawson James Securities, Inc.**

The date of this prospectus is _______, 2018

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

blink

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

TABLE OF CONTENTS

	Page
Prospectus Summary	1
Risk Factors	10
Cautionary Note Regarding Forward-Looking Statements	28
Use of Proceeds	30
Market For Our Common Stock and Related Stockholder Matters	31
Capitalization	32
Dilution	34
Management's Discussion and Analysis of Financial Condition and Results of Operations	38
Business	49
Directors and Executive Officers	59
Executive Compensation	65
Security Ownership of Certain Beneficial Owners and Management	78
Certain Relationships and Related Party Transactions	81
Description of Capital Stock	89
Shares Eligible for Future Sale	96
Material U.S. Federal Income Tax Considerations	98
Underwriting	104
Transfer Agent and Registrar	114
Legal Matters	114
Experts	114
Where You Can Find More Information	114
Index to Consolidated Financial Statements	F-1

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

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

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

Through and including , 2018 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

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

The mark "Blink" is our registered trademark in the U.S., and, in the name of Ecotality, Inc. (whose assets we acquired in October 2013), in Australia, China, Hong Kong, Indonesia, Japan, South Korea, Malaysia, Mexico, New Zealand, Philippines, South Africa, Singapore, Switzerland, Taiwan, and is a trademark registered in the European Union under the Madrid Protocol. We have registered other trademarks and also use certain trademarks, trade names, and logos that have not been registered. We claim common law rights to these unregistered trademarks, trade names and logos.

PROSPECTUS SUMMARY

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

The Reverse Stock Split was effected on August 29, 2017. All share amounts in this prospectus have been retroactively adjusted to give effect to the Reverse Stock Split, including the financial statements and notes thereto.

Overview

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

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

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

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

As of January 29, 2018, we have approximately 14,102 charging stations deployed of which 4,733 are Level 2 commercial charging units, 114 DC Fast Charging EV chargers and 2,027 residential charging units in service on the Blink Network. Additionally, we currently have approximately 323 Level 2 commercial charging units on other networks and there are also approximately an additional 6,905 non-networked, residential Blink EV charging stations. The non-networked, residential Blink EV charging stations are all partner owned. Level 2 EV chargers are ideal for commercial and residential use, and has the standard J1772 connector, which is compatible with all major auto manufacturer electric vehicle models. Our DC Fast Charging equipment ("DCFC") currently has the CHAdeMo connector, which is compatible with Nissan, Kia, and Tesla electric vehicle models, and typically provides an 80% charge in less than 30 minutes.

Competitive Advantages/Operational Strengths

***Early Mover Advantage**:* We continue to leverage our large and defendable first mover advantage and the digital customer experience we have created for both drivers and Property Partners. We have more than 114,000 drivers currently registered with Blink that appreciate the value of EV charging sessions on a leading, established, and robust network. We have thousands of Blink chargers deployed across the United States and the goal is to keep our Property Partners on one consistent network when expanding on any given property.

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

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

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

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

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

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

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

Our Risks and Challenges

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

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

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

Securities Purchase Agreement with JMJ Financial

We entered into a Securities Purchase Agreement dated October 7, 2016 (the "Purchase Agreement") with JMJ Financial, a Nevada sole proprietorship owned by Justin Keener ("JMJ," and together with our Company, the "Parties"). In accordance with its terms, the Purchase Agreement became effective upon (i) execution by the Parties of the Purchase Agreement, a Promissory Note (as defined below), and the October JMJ Warrant (as defined below), and (ii) delivery of an initial advance pursuant to the Promissory Note of $500,000, which occurred on October 13, 2016. The Promissory Note and the October JMJ Warrant were issued on October 13, 2016. The Purchase Agreement was amended on March 23, May 15, June 15, July 20, August 28, August 29, September 6, September 14, and October 23 (all in 2017). Pursuant to the Purchase Agreement, JMJ purchased from our Company (i) a promissory note (the "Promissory Note"), convertible into Common Stock, in the aggregate principal amount of up to $3,725,000 due and payable on the earlier of February 15 , 2018 or the third business day after the closing of this offering, and (ii) a Common Stock purchase warrant (the "October JMJ Warrant") to purchase 14,286 shares of our Common Stock at an exercise price per share equal to the lesser of (i) 80% of the per share price of this offering, (ii) $35, (iii) 80% of the unit price of this offering (if applicable), (iv) the exercise price of any warrants issued in this offering, or (v) the lowest conversion price, exercise price, or exchange price, of any security issued by us that was outstanding on October 13, 2016. Pursuant to the terms of the Promissory Note, JMJ has agreed that it will not convert the Promissory Note into more than 9.99% of our outstanding shares of Common Stock. JMJ currently does not own any shares of our Common Stock. The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. The Promissory Notes each have an original issue discount of approximately 6%. This means that the Company will need to repay at least $530,000 for every $500,000 borrowed.

If we do not repay the Promissory Note on the maturity date (currently February 15 , 2018), JMJ can convert all or part of the outstanding and unpaid principal, accrued interest, and any other fees into shares of Common Stock at a conversion price that is the lesser of $35.00 or 60% of the lowest trade price in the 25 trading days previous to the conversion. If we do not repay the Promissory Note on the maturity date and if we have issued a variable security at any time the Promissory Note is outstanding, then in such event JMJ shall have the right to convert all or any portion of the outstanding balance of the Promissory Note into shares of Common Stock on the same terms as granted in any applicable variable security issued by us.

With the achievement of certain milestones in November 2016 (the filing with the Securities and Exchange Commissions (the "SEC") of a Preliminary Information Statement on Schedule 14C regarding the Reverse Stock Split), an additional advance of $500,000 under the Promissory Note occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017 (the filing with the SEC of a revised Preliminary Information Statement and a Definitive Information Statement, each on Schedule 14C regarding the Reverse Stock Split), additional advances of $225,100 and $300,000 under the Promissory Note occurred on February 10 and February 27, respectively. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively. All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 shares of the Company's Common Stock was issued on the same date. On July 27, 2017, an additional advance of $50,000 was made to the Company and another warrant to purchase 1,429 shares of the Company's Common Stock was issued to JMJ.

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

On March 23, 2017, the parties amended the terms of the Promissory Note such that JMJ agreed to conditionally waive the defaults with regards to our failure to meet the original maturity date of the Promissory Note and the original delivery date of February 15, 2017 for the Origination Shares and extended the Maturity Date to May 15, 2017.

"Origination Shares" is defined in the Purchase Agreement as the following: on the fifth (5th) trading day after the closing of this offering we will deliver to JMJ shares of our Common Stock equal to 48% of the consideration paid by JMJ under the Promissory Note divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of our Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock price of this offering, or (iv) 80% of the unit price of this offering (if applicable), or (v) the exercise price of any warrants issued in this offering. The number of shares to be issued will be determined based on the offering price in this offering. The Origination Shares will now be issued in the form of Series D Preferred Stock to be issued pursuant to the Additional Agreement discussed below.

On March 23, 2017, JMJ did not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies JMJ may choose in the future to assess, apply or pursue in its sole discretion) and JMJ's conditional waiver is conditioned on us not being in default of and not breaching any term of the note, the securities purchase agreement, or any other transaction documents in connection therewith at any time subsequent to March 23, 2017. The parties amended the terms of the Promissory Note in a similar manner on May 15, 2017 (extending the Maturity Date to June 15, 2017), June 15, 2017 (extending the Maturity Date to July 15, 2017), July 20, 2017 (extending the Maturity Date to August 20, 2017), August 28, 2017 (extending the Maturity Date to August 31, 2017), August 29, 2017 (extending the Maturity Date to September 6, 2017), September 6, 2017 (extending the Maturity Date to September 14, 2017) and September 14, 2017 (extending the Maturity Date to September 21, 2017).

JMJ and the Company entered into a Lockup, Conversion, and Additional Investment Agreement dated October 23, 2017 (the "Additional Agreement"), however, it became effective upon the document being fully executed on October 24, 2017.

In accordance with the terms of the Additional Agreement, on October 24, 2017, JMJ advanced to the Company $949,900 available pursuant to previous agreements with JMJ. The Additional Agreement extended the Maturity Date to December 15, 2017 (subsequently extended to February 15 , 2018). In addition, JMJ has claimed that the Company would owe JMJ $12 million as a mandatory default amount pursuant to previous agreements with the Company. JMJ agreed to allow the Company to have two options for settling a previously issued note (including settling the mandatory default amount for either $1.1 million or $2.1 million), securing a lockup agreement from JMJ, and exchanging previously issued warrants for shares of Common Stock. Each of these options depends upon this offering closing by December 15, 2017 (subsequently extended to February 15 , 2018). The option chosen is at the Company's sole discretion.

The first option is that the Company, upon the closing of this offering: (a) will pay $2.0 million in cash to JMJ; and (b) will issue shares of Common Stock to JMJ with a value of $9,005,000 (including the Origination Shares). The second option is that the Company, upon the closing of this offering, will not pay any cash to JMJ and will issue shares of Common Stock to JMJ with a value of $12,005,000 (including the Origination Shares). In each case, the Company will issue such number of duly and validly issued, fully paid and non-assessable shares of Common Stock equal to the amount in question divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock price of this offering, or (iv) 80% of the unit price of this offering (if applicable), or (v) the exercise price of any warrants issued in this offering. Prior to the Company choosing the option at the closing, JMJ could elect to receive some or all of the share consideration (to be issued pursuant to either option) discussed in this paragraph in the form of convertible preferred stock. JMJ made this election on January 29, 2018.

Unless otherwise stated, this prospectus assumes the Company will choose the second option and not pay any cash to JMJ.

Pursuant to the Additional Agreement, on January 29, 2018, JMJ informed the Company that it had elected to convert all of the principal and interest due and owing to them in connection with the Promissory Note and all other advances made to the Company into a series of preferred stock with the designations, rights, preferences and privileges as mutually agreed upon between the Company and JMJ. Accordingly, the Company will file a Certificate of Designation for its Series D Convertible Preferred Stock (the "Series D Preferred Stock") (i) following the effectiveness of the registration statement of which this prospectus forms a part and (ii) prior to the closing of this offering. The Series D Preferred Stock will have the rights, preferences and privileges outlined in the "Description of Capital Stock" below.

Upon the closing of this offering, the Company will not pay any cash to JMJ and will issue shares of Series D Preferred Stock to JMJ with a value of $12,005,000 (including the Origination Shares). The Series D Preferred Stock will convert into that amount of Common Stock equal to the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Series D Preferred Stock (subject to adjustment for stock splits), or (iii) 80% of the Common Stock price of this offering, or (iv) 80% of the unit price of this offering (if applicable), or (v) the exercise price of any warrants issued in this offering.

On November 29, 2017, the Company and JMJ entered into the first amendment to the Additional Agreement, extending the Maturity Date to December 31, 2017. On January 4, 2018, the Company and JMJ entered into the second amendment to the Additional Agreement, extending the Maturity Date to January 31, 2018. On February 1, 2018, the Company and JMJ entered into the third amendment to the Additional Agreement, extending the Maturity Date to February 10, 2018. On February 7, 2018, the Company and JMJ entered into the fourth amendment to the Additional Agreement, extending the Maturity Date to February 15, 2018.

Upon the closing of this offering, JMJ will sign a six-month lockup agreement. In addition, the Company agreed to give JMJ a right of participation of up to $5 million in this offering and up to $5 million in each of the Company's subsequent financings during the two-year period

after this offering.

As of January 29, 2018, ten (10) warrants to purchase a total of 100,001 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $3,500,000. On the fifth (5th) trading day after the closing of this offering, but in no event later than February 15 , 2018, we will deliver the Origination Shares to JMJ. If this offering does not occur prior to February 15 , 2018 and JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above. The Origination Shares will now be issued in the form of Series D Preferred Stock to be issued pursuant to the Additional Agreement.

As of January 29, 2018, JMJ has not asserted its right to assess penalties resulting from the defaults with regards to our failure to meet the original (and amended) maturity date of the Promissory Note and the original (and amended) delivery date for the Origination Shares.

We refer herein to these transactions with JMJ as the "JMJ Financing".

Separately from and unrelated to the JMJ Financing, JMJ lent $250,000 to the Company on January 22, 2018. We will be issuing units of unregistered shares of Common Stock and warrants as repayment of this $250,000 advance at the closing of the offering.

Recent Developments

Non-Cash Expense*:* On August 29, 2017, following the effectiveness of the Reverse Stock Split, the Farkas Group Inc. ("FGI") (an entity whose sole owner is Michael Farkas, our Executive Chairman) exercised, on a cashless basis, its warrants to purchase 3.1 million shares, accounted for as derivative liabilities, that were not subject to the Reverse Stock Split. The Company issued 2,990,404 shares of Common Stock to FGI as a result of the cashless exercise. As a result, since the exercised warrants were previously classified as a derivative liability, the Company recorded a mark-to-market adjustment during the three months ended September 30, 2017 of approximately $43.9 million which was included within change in fair value of warrant liabilities on the condensed consolidated statement of operations. On November 20, 2017, JMJ confirmed in writing that it would not pursue a price reset of its outstanding warrants as a result of the FGI warrant exercise. The Company expects that this will result in a substantial reduction of the fair market value of JMJ's derivative liabilities ($25 million on the September 30, 2017 balance sheet) in the fourth quarter of 2017.

On December 6, 2017, the Company and Mr. Farkas signed a letter agreement, pursuant to which, Mr. Farkas, on behalf of FGI, agreed that upon the closing of this offering, FGI will cancel 2,930,596 of its shares of Common Stock (of the 2,990,404 received).

Listing on The Nasdaq Capital Market

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

Going Concern Considerations

As reflected in our unaudited condensed consolidated financial statements for the nine months ended September 30, 2017, we had a cash balance, a working capital deficiency and an accumulated deficit of $9,062, $67,198,792 and $182,206,113, respectively. During the nine months ended September 30, 2017, the Company incurred a net loss of $101,134,331. These factors raise substantial doubt about our ability to continue as a going concern within a period of one year after the September 30, 2017 financial statement issuance date, as expressed in the notes to our unaudited condensed consolidated financial statements. Historically, we have been able to raise funds to support our business operations.

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

Corporate Information

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

We maintain our principal offices at 3284 N 29th Court, Hollywood, Florida 33020. Our telephone number is (305) 521-0200. Our Silicon Valley office is located at 20 So. Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 and houses our Chief Executive Officer ("CEO"). Our website is www.blinkcharging.com and we can be contacted by email at info@BlinkCharging.com. Our website and the information contained in, or accessible through, our website will not be deemed to be incorporated by reference into this prospectus and does not constitute part of this prospectus.

THE OFFERING

Securities offered by us:	4,600,000 units, each consisting of one share of Common Stock and two warrant s each to purchase one share of Common Stock based on the last reported price of the Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, which was $5.00 per share. Each warrant will have an exercise price of $ per share (115 % of the public offering price per unit), is exercisable immediately and will expire five years from the date of issuance
Offering Price	$ per unit
Common Stock outstanding before the offering as of January 29, 2018:	5,523,673 shares
Common Stock to be outstanding after the offering:	16,673,477 shares of Common Stock including the below shares of Common Stock issuable upon the closing of this offering and assuming a public offering price of $5.00, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018. Of the 5,523,673 shares outstanding on January 29, 2018, FGI, at the closing of this offering, will cancel 2,930,596 shares (of the 2,990,404 received as the result of the August 2017 cashless warrant exercise) pursuant to a letter agreement, dated December 6, 2017, signed by Mr. Farkas. In addition, in connection with an agreement to repay $813,962.94 to Schafer & Weiner, PLLC, that entity will be cancelling 11,503 shares of Common Stock previously issued to them. This will result in there being 2,581,574 shares of Common Stock outstanding to which the below shares of Common Stock issuable upon the closing of this offering in addition to the shares of Common Stock being offered will be added. These 16,673,477 shares do not include (i) the shares underlying the warrants to be issued as part of the units offered by us in this offering or warrants issued as payments of open accounts or (ii) any options or warrants owned by or to be issued to the people and entities listed below or (iii) the 3,001,250 shares issuable upon the conversion of the to-be-issued shares of Series D Preferred Stock. As indicated below, some of these people and entities will be receiving unregistered units (with each unit consisting of one share of Common Stock and two warrants each to purchase one share of Common Stock). After the offering and assuming a public offering price of $5.00, there will be 10,672,326 warrants and 139,741 options outstanding. (A) 28,415 units of unregistered shares of Common Stock and warrants issuable to two employee members of the Board of Directors (the “Board”) (Mr. Farkas and Mike Calise, our Chief Executive Officer) as well as a former member of the Board who remains our President (Andy Kinard) in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017 for payment of $113,551 divided by the assumed public offering price of $5.00, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018 multiplied by 80%; (B) 550,000 shares of Common Stock issuable pursuant to letter agreements, dated December 6, 2017 and December 7, 2017 signed by the two holders of the Series A Convertible Preferred Stock (“Series A Preferred Shares”) (Mr. Farkas and Ira Feintuch, our Chief Operating Officer) to convert 11,000,000 Series A Preferred Shares issued and outstanding as of January 29, 2018. Pursuant to this letter agreement, Mr. Farkas is extinguishing his right to 24.5 million shares on an as-converted basis and Mr. Feintuch is extinguishing his right to 2.45 million shares on an as-converted basis; (C) 886,119 shares of Common Stock issuable pursuant to a letter agreement, dated December 6, 2017 signed by Mr. Farkas; (D) 26,500 shares of Common Stock issuable pursuant to a letter agreement, dated December 7, 2017 signed by Mr. Feintuch; (E) 189,750 shares of Common Stock issuable to the Series B Convertible Preferred Stock (“Series B Preferred Shares”) holders equal to $825,000 payable to the holders of Series B Preferred Shares to redeem the 8,250 shares of Series B Preferred Shares issued and outstanding as of January 29, 2018 divided by the assumed public offering price of $5.00, multiplied by a factor of 1.15; (F) 6,599,591 shares of Common Stock issuable upon the conversion of 229,551 Series C Preferred Shares. The 6,599,591 shares will be issued based upon the following formula (the “Formula”): the number of outstanding Series C Preferred Shares (i) multiplied by a factor of 115 (ii) divided by the assumed public offering price of $5.00, (iii) multiplied by 80%. The majority of the Series C Preferred Shares are being converted pursuant to conversion agreements signed by holders of the Series C Preferred Shares and the remainder are being converted pursuant to an automatic preferred conversion set forth in amendments to the as-amended Certificate of Designations for the Series C Preferred Shares (the “Series C Amendments”) filed with the Secretary of State of the State of Nevada on August 25, 2017

August 29, 2017, and January 8, 2018. Of the 229,551 Series C Preferred Shares outstanding as of January 29, 2018 that are convertible into 6,599,591 shares of Common Stock in accordance with the Formula, Mr. Farkas controls 5,520 Series C Preferred Shares in his own name and 169,980 Series C Preferred Shares held by BLNK Holdings in which Mr. Farkas has a controlling interest. Upon the closing of this offering, these 175,500 Series C Preferred Shares will convert into an aggregate of 5,045,625 shares of Common Stock;

(G) 40,171 shares of Common Stock issuable pursuant to a letter agreement with Horton Capital Partners, LLC with regard to issued and outstanding warrants to purchase 59,199 warrant shares;

(H) 169,313 units of unregistered shares of Common Stock and warrants issuable as payment of $630,000 in shares of Common Stock owed to Mr. Farkas for the period of December 1, 2015 through May 31, 2017 pursuant to the Third Amendment to Executive Employment Agreement between the Company and Mr. Farkas, dated June 15, 2017 (the "Third Amendment") and pursuant to a Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80%;

(I) 113,256 units of unregistered shares of Common Stock and warrants issuable as payment of

(i) $375,000 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 pursuant to the Third Amendment divided by the assumed public offering price of $5.00 multiplied by 80%;

(ii) $77,624 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 pursuant to an oral agreement between the Company and Mr. Farkas divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 7(B) of the Third Amendment;

(J) 12,139 units of unregistered shares and warrants issuable as payment of

(i) $43,555 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement between the Company and Mr. Feintuch, dated June 16, 2017 (the "Compensation Agreement") divided by the assumed public offering price of $5.00 multiplied by 80%;

(ii) $5,000 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement;

(K) 39,882 shares of Common Stock issuable as payment of a total of $153,529 to both SemaConnect Inc. and their legal counsel pursuant to the Settlement Agreement dated June 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80% plus an additional 1,500 shares;

(L) 2,000 shares of Common Stock issuable as payment of $10,000 to Russ Klenet & Associates, Inc. pursuant to the Settlement and Release Agreement between the Company and the counterparty, dated December 29, 2016 divided by the assumed public offering price of $5.00;

(M) 40,000 shares of Common Stock issuable as payment of $200,000 to ITT Cannon, LLC pursuant to a Confidential Settlement Agreement between the Company and the counterparty, dated May 17, 2017 divided by the assumed public offering price of $5.00;

(N) 61,267 shares of Common Stock issuable as payment of $213,102 owed to BLNK Holdings, in principal and interest pursuant to a Conversion Agreement between the Company and BLNK Holdings, dated August 23, 2017 based upon the Formula;

(O) 15,000 shares of Common Stock issuable as payment of $75,000 owed to Wilson Sonsini Goodrich & Rosati pursuant to a Settlement Agreement between the Company and the counterparty, dated June 8, 2017, divided by the assumed public offering price of $5.00;

(P) 300,125 shares of Common Stock issuable to Ardour Capital Investments, LLC ("Ardour") (an entity of which Mr. Farkas owns less than 5%) in placement agent fees related to the JMJ Financing;

(Q) 11,034 shares of Common Stock issuable, in the aggregate, to Sunrise Securities Corp. and Ardour in connection with placement agent fees related to the sale of Series C Preferred Stock in December 2014;

(R) 1,600 shares of Common Stock issuable to IBIS Co. in connection with an introduction to an

investor;

(S) 62,500 units of unregistered shares of Common Stock and warrants issuable to JMJ as repayment of a $250,000 advance pursuant to a Letter Agreement between the Company and the counterparty, dated February 1, 2018;

(T) 101,745 units of unregistered shares of Common Stock and warrants issuable to Schafer & Weiner, PLLC as repayment of a $406,981.47 debt pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018;

(U) 121,496 units of unregistered shares of Common Stock and warrants issuable to Sunrise Securities Corp. as repayment of a $485,982.05 debt pursuant to a Letter Agreement between the Company and the counterparty, dated February 3 2018;

(V) 120,000 shares of Common Stock issuable to JNS Power & Control Systems, Inc. ("JNS") as payment of $600,000 in connection with an asset purchase agreement entered into with the counterparty on February 2, 2018 in settlement of litigation.

Option to purchase additional shares and warrants:

We have granted the underwriters a 45-day option to purchase up to additional 690,000 shares and/or warrants to purchase up to 1,380 ,000 shares, in any combination thereof, at the public offering price per share and per warrant as set forth on the cover of this prospectus, less underwriting discount and commission, solely to cover over-allotments, if any.

Use of proceeds:

We intend to use the net proceeds of this offering for the following purposes:

- Approximately $4.3 million for the repayment of certain debt and other obligations including

(i) $650,279 in principal and interest owed pursuant to convertible notes issued to FGI that are currently past due and for which the interest rate is 18% (one note has an interest rate of 15%). The Company used the proceeds of these convertible notes for working capital;

(ii) placement agent and legal fees of approximately $212,245 related to the JMJ Financing (of which $77,245 will be paid to Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering (the "Representative"), $120,000 will be paid to Ardour, and $15,000 will be paid to IBIS Co.);

(iii) $67,032 owed to Chase Mortgage, Inc., pursuant to the Fourth Amendment to Secured Convertible Promissory Note dated September 5, 2017 with a monthly interest rate of 1.5%. The original Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, May 1, and November 9 (all in 2015);

(iv) $417,351 of offering costs currently in accounts payable;

(v) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015 pursuant to the Third Amendment;

(vi) $145,664 to Mr. Feintuch which represents

(a) 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement ($130,664); and (b) 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement ($15,000);

(vii) accrued fees of $362,108 to the members of the Board. Specifically, $69,827 to Donald Engel; $46,651 to Mr. Farkas; $34,913 to Mr. Calise; $32,095 to Mr. Kinard (a former Board member); $11,122 to Kevin Evans (a former Board member); and $167,500 to Andrew Shapiro;

(viii) $25,000 to be paid to Wilson Sonsini Goodrich & Rosati pursuant to a Settlement Agreement between the Company and the counterparty, dated June 8, 2017;

(ix) $159,088 to be paid for accrued professional fees to our accounting firm, a warrant valuation consultant, and our legal counsel;

(x) $25,000 bonus to be paid to Mr. Calise for 2016 owed to him pursuant to his employment agreement, as determined by the Compensation Committee of the Board in 2017;

(xi) $561,985 to be paid in accrued payroll taxes including $8,600 to be paid to employees for payments owed to them pursuant to the Company's 401(k) plan;

(xii) $25,000 of installment debt in accordance with a Settlement Agreement between

the former principals of 350 Green LLC and the Company, dated August 21, 2015;

(xiii) $3,000 to be paid to Russ Klenet & Associates, Inc. pursuant to the Settlement and Release Agreement between the Company and the counterparty, dated December 29, 2016;

(xiv) $193,168 to be paid to Douglas Stein concurrent with the closing of the offering pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168 (the first $30,000 was paid by the Company to Mr. Stein on January 10, 2018);

(xv) $234,000 to be paid to CLPF-Lincoln, LLC (the landlord of the Company's former offices in Miami Beach, FL) concurrent with the closing of the offering pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated January 19, 2018;

(xvi) $381,259 to be paid to Sunrise Securities Corp. concurrent with the closing of the offering pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018;

(xvii) $406,981.47 to be paid to Schafer & Weiner, PLLC concurrent with the closing of the offering pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018;

(xviii) $50,000 payable to JNS in connection with an asset purchase agreement entered into with the counterparty on February 2, 2018 in settlement of litigation; and

(xix) $261,993 payable to Chase Mortgage, Inc. ($101,993) and SMS Real Estate LLC ($160,000) concurrent with the closing of the offering pursuant to Convertible Promissory Notes between the Company and each lender dated September 7, 2017.

- Approximately $4.0 million for the deployment of charging stations;
- Approximately $1.0 million to expand our product offerings including but not limited to completing the research and development, as well as the launch of our next generation of EV charging equipment;
- Approximately $3.0 million to add additional staff in the areas of finance, sales, customer support, and engineering; and
- The remainder for working capital and other general corporate purposes.

See "Use of Proceeds" section on page 30.

Risk factors: Investing in our securities is highly speculative and involves a high degree of risk. You should carefully consider the information set forth in the "Risk Factors" section beginning on page 10 before deciding to invest in our securities.

Trading Symbol: Our Common Stock is presently quoted on the OTC Pink Current Information Marketplace under the symbol "CCGI". We have applied to have our Common Stock and warrants listed on The NASDAQ Capital Market under the symbols "BLNK" and "BLNKW," respectively.

Lock-up: We and our directors, officers and certain stockholders have agreed with the underwriters not to offer for sale, issue, sell, contract to sell, pledge or otherwise dispose of any of our Common Stock or securities convertible into Common Stock for a period of 180 days after the date of this prospectus, in the case of our directors and officers, 270 days or 90 days after the date of this prospectus, in the case of certain stockholders. See "Underwriting" section on page 104.

NASDAQ listing requirements include, among other things, a stock price threshold. As a result, we effected the Reverse Stock Split on August 29, 2017.

The 5,523,673 shares of Common Stock outstanding as of January 29, 2018 excludes the following as of such date:

- 105,136 shares of Common Stock issuable upon exercise of outstanding warrants with a weighted average exercise price of $44.93;
- 92,901 shares of Common Stock issuable upon exercise of outstanding options with a weighted average exercise price of $52.77;
- 550,000 shares of Common Stock issuable to convert 11,000,000 Series A Preferred Shares as of January 29, 2018;
- 142,495 shares of Common Stock issuable to the Series B Preferred Shares holders as of January 29, 2018 to convert 8,250 Series B Preferred Shares;
- 655,860 shares issuable upon the conversion of 229,551 Series C Preferred Shares outstanding as of January 29, 2018;
- 15,240 shares of Common Stock issuable to Mr. Farkas upon exercise of options to be issued pursuant to the Third Amendment with the options having a weighted average exercise price of $34.06;
- 15,000 shares of Common Stock issuable to Mr. Farkas upon exercise of options to be issued as replacements of expired options with the options having a weighted average exercise price of $5.30;
- 16,600 shares of Common Stock issuable to Mr. Feintuch upon exercise of options to be issued pursuant to the Compensation Agreement with the options having a weighted average exercise price of $34.34;
- 20,599 shares of Common Stock issuable upon conversion of principal and interest owed pursuant to outstanding convertible notes with a weighted average exercise price of $36.12;
- 86,741 shares of Common Stock issuable to Mr. Shapiro upon exercise of warrants to be issued upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price);
- 66,721 shares of Common Stock issuable to Mr. Engel upon exercise of warrants to be issued upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price);
- 3,001,250 shares of Common Stock issuable upon the conversion of the to-be-issued shares of Series D Preferred Stock; and
- the shares of Common Stock issuable upon exercise of warrants sold in this offering.

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

SUMMARY CONSOLIDATED FINANCIAL INFORMATION

The following summary consolidated statements of operations data for the years ended December 31, 2016 and 2015 and the selected consolidated balance sheet data as of December 31, 2016 and 2015 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary consolidated statements of operations data for the nine months ended September 30, 2017 and 2016 and the consolidated balance sheets data as of September 30, 2017 are derived from our unaudited consolidated financial statements that are included elsewhere in this prospectus. The historical financial data presented below is not necessarily indicative of our financial results in future periods, and the results for the nine months ended September 30, 2017 are not necessarily indicative of our operating results to be expected for the full fiscal year ending December 31, 2017 or any other period. You should read the summary consolidated financial data in conjunction with those financial statements and the accompanying notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations." Our consolidated financial statements are prepared and presented in accordance with United States generally accepted accounting principles ("U.S. GAAP"). Our unaudited consolidated financial statements have been prepared on a basis consistent with our audited financial statements and include all adjustments, consisting of normal and recurring adjustments that we consider necessary for a fair presentation of the financial position and results of operations as of and for such periods.

SUMMARY STATEMENTS OF OPERATIONS DATA

	For The Nine Months Ended September 30,		For The Fiscal Years Ended December 31*,	
	(unaudited) 2017	(unaudited) 2016	2016	2015
Revenues:				
Total Revenues	$ 1,735,493	$ 2,459,496	$ 3,326,021	3,957,795
Total Cost of Revenues	1,128,066	2,253,190	2,813,680	2,861,738
Gross Profit (Loss)	607,427	206,306	512,341	1,096,057
Operating Expenses:				
Compensation	4,091,681	4,217,250	4,879,612	8,200,246
Other operating expenses	681,630	1,057,147	1,451,683	1,662,748
General and administrative expenses	774,482	1,058,670	1,393,954	2,552,857
Lease termination costs	300,000	—	—	—
Impairments and loss of title of assets	—	—	—	9,531,612
Total Operating Expenses	5,847,793	6,333,067	7,725,249	12,415,851
Total Other (Expense) Income	(95,893,965)	(3,028,163)	(486,219)	3,074,870
Net Loss	(101,134,331)	(9,154,924)	(7,699,127)	(8,244,924)
Dividend attributable to Series C shareholders	(2,374,300)	(1,070,400)	(1,468,500)	(950,100)
Net Income Attributable to the Noncontrolling Interest	—	—	—	389,600
Net Loss Attributable to Common Stockholders	$ (103,508,631)	$ (10,225,324)	$ (9,167,627)	$ (9,584,624)
Net Loss Per Share				
Basic and Diluted	$ (52.04)	$ (6.39)	(3.17)	(6.06)
Weighted Average Number of Shares of Common Stock Outstanding				
Basic and Diluted	1,989,022	1,600,993	2,894,509	1,580,584

* Derived from audited consolidated financial statements.

The outstanding historical share information in the table above is based on shares of Common Stock outstanding as of September 30, 2017 and excludes as of such date the following:

(i) Preferred Shares:

a. 2,200,000 shares of Common Stock issuable upon conversion of the 11,000,000 Series A Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series A Certificate of Designations;

b. 54,577 shares of Common Stock issuable upon conversion of the 8,250 Series B Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series B Certificate of Designations; and

c. 629,806 shares of Common Stock issuable upon conversion of 220,432 Series C Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series C Certificate of Designations;

(ii) outstanding options to purchase an aggregate of 147,300 shares of Common Stock, with a weighted-average exercise price of approximately $58.18 per share, under our equity compensation plans; and

(iii) 19,856 shares of Common Stock issuable upon the conversion of convertible notes outstanding as of September 30, 2017.

SELECTED BALANCE SHEETS DATA

	September 30, 2017 (unaudited)	December 31*, 2016	2015
Cash and cash equivalents	$ 9,062	$ 5,898	$ 189,231

Working capital deficiency	$	(67,198,792)	$	(21,184,871)	$	(14,437,434)
Total assets	$	1,900,680	$	1,910,881	$	3,674,126
Total liabilities	$	67,790,946	$	21,898,035	$	16,465,822
Total stockholders' deficiency	$	(66,715,266)	$	(20,812,154)	$	(13,616,696)

* Derived from audited consolidated financial statements.

The balance sheet table below presents consolidated balance sheets data as of September 30, 2017 on:

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

(1) an additional advance under the JMJ Promissory Note in the amount of $949,900 offset by the Promissory Note discounts and issuance costs of:

(A) Common Stock purchase warrants for 27,140 shares of Common Stock issued to JMJ with an estimated fair value of $5,979,688 using the multi-nomial lattice pricing model based upon: (i) an expected life of 5.0 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk-free interest rate of 1.50%; and (v) an estimated exercise price of $35.00; and

(B) placement agent cash fees of $94,990 and warrants to purchase 2,714 shares of Common Stock with an estimated fair value of $597,969 using the multi-nomial lattice pricing model based upon: (i) an expected life of 5 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk-free interest rate of 1.50%; and (v) an estimated exercise price of $35.00. Such fees and warrants were issued in connection with the JMJ Financing.

(2) The Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which warrants to purchase an aggregate of 726,504 warrant shares converted into 710,841 shares of Common Stock. These 710,841 shares were issued pursuant to Board resolutions dated September 26, 2017. The issuance of these 710,841 shares will result in a gain of approximately $3.8 million and reduce liabilities by approximately $8.0 million.

(3) The issuance on November 29, 2017 of 9,119 Series C Preferred Shares as payment in full of payment-in-kind dividends and registration rights penalties and accrued interest thereon, owed to our Series C Preferred Shareholders accrued as of September 30, 2017.

(4) Separately from and unrelated to the JMJ Financing, an additional loan of $250,000 lent by JMJ to the Company on January 22, 2018. We will be issuing units of unregistered shares of Common Stock and warrants as repayment of this $250,000 advance at the closing of the offering

(5) The payment of $30,000 to Douglas Stein pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168.

- a pro forma as adjusted basis, giving effect to the pro forma events above and for the sale by us of 4,600,000 units in this offering at an assumed public offering price of $5.00 per unit, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, after deducting underwriting discounts and commissions and estimated offering expenses, and the following:

  (1) On December 6, 2017 and December 7, 2017, the two holders of the Series A Preferred Shares (Mr. Farkas and Mr. Feintuch) signed letter agreements pursuant to which, at the closing of this offering, 11,000,000 Series A Preferred Shares will convert into 550,000 shares of Common Stock. The Company recorded the beneficial conversion feature with a value of $1,000,000 as a deemed dividend by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

  (2) On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will convert into 189,750 shares of Common Stock which will result in an inducement charge of approximately $124,000, divided by the assumed public offering price of $5.00 and multiplied by a factor of 1.15.

  (3) At the closing of this offering, the 229,551 Series C Preferred Shares will convert into an aggregate of 6,599,591 shares of Common Stock, based upon the Formula. Of the 229,551 Series C Preferred Shares outstanding as of January 29, 2018, Mr. Farkas controls 5,520 Series C Preferred Shares in his own name and 169,980 Series C Preferred Shares held by BLNK Holdings in which Mr. Farkas has a controlling interest. Upon the closing of this offering, these 175,500 Series C Preferred Shares will convert into an aggregate of 5,045,625 shares of Common Stock. The majority of the shares are being converted pursuant to conversion agreements signed by holders of the Series C Preferred Shares and the remainder are being issued pursuant to the Series C Amendments. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $9.7 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit. The Series C Certificate of Designation (as amended) contains a provision that allows the Series C Preferred Shares holders to have the most favorable conversion formula agreed to by the Company with any investor. At this time, pursuant to the Additional Agreement, JMJ has the most favorable conversion formula. The Company has not yet quantified how many shares if any are issuable upon the conversion of the 229,551 Series C Preferred Shares using JMJ's conversion formula.

  (4) At the closing of this offering, the Company will repay: (i) $650,279 in principal and interest owed pursuant to outstanding convertible notes issued to FGI; and (ii) placement agent and legal fees of approximately $212,245 related to the JMJ Financing (of which $77,245 will be paid to the Representative, $120,000 will be paid to Ardour, and $15,000 will be paid to IBIS Co.). Pursuant to an election by JMJ permitted by the Additional Agreement, the Company will issue to JMJ shares of Series D Preferred Stock convertible into 3,001,250 shares of Common Stock, based on an assumed public offering price of $5.00 per share, to reflect the full payment of all dollar amounts and share amounts owed in connection with the JMJ Financing. The settlement with JMJ will result in a gain of $38.1 million. See "Use of Proceeds" section on page 30.

  (5) At the closing of this offering, the Company will pay the former principals of 350 Green LLC $25,000 in installment debt and $50,000 within 60 days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015 resulting in a gain of $285,000.

  (6) At the closing of this offering, the Company will issue 28,415 units issuable to two employee members of the Board (Mr. Farkas and Mr. Calise) as well as a former member of the Board who remains our President (Mr. Kinard) in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017 for payment of $113,551 divided by the assumed public offering price of $5.00 multiplied by 80%, resulting in an inducement charge of $28,000. Each unit will consist of one share of Common Stock and two warrants each to purchase one share of Common Stock. The Company will not be registering any of the securities issued in connection with this payment.

  (7) At the closing of this offering, the Company will charge approximately $781,000 against additional paid-in capital related to offering costs that have been deferred.

  (8) On June 8, 2017, the Company entered into a settlement agreement with Wilson Sonsini Goodrich & Rosati to settle $475,394 in payables owed for legal services as of June 30, 2017 requiring: (a) $25,000 to be paid in cash at the closing of this offering; and (b) $75,000 in the form of 15,000 shares of Common Stock issuable upon the closing of this offering. As a result, the Company will show a $375,394 reduction in liabilities.

  (9) On June 13, 2017, the Company entered into an agreement with ITT Canon LLC whereby the Company reached a settlement regarding, as of June 30, 2017, an accrued liability of $200,000. The Company will issue 40,000 shares of Common Stock at the closing of this offering as settlement for such liability.

  (10) Concurrent with the closing of this offering, the Company will pay Mr. Farkas:

  (i) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015; (ii) 169,313 in shares of Common Stock issuable as payment of $630,000 in shares of Common Stock owed to Mr. Farkas for the period of December 1, 2015 through May 31, 2017 pursuant to the Third Amendment and pursuant to a Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80%; (iii) 113,256 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $375,000 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 pursuant to the Third Amendment divided by the assumed public offering price of $5.00 multiplied by 80%; (b) $77,624 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 pursuant to an oral agreement between the Company and Mr. Farkas divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to

Section 7(B) of the Third Amendment; (iv) 61,267 shares of Common Stock issuable as payment of $213,102 owed to BLNK Holdings, in principal and interest pursuant to a Conversion Agreement between the Company and BLNK Holdings, dated August 23, 2017 based upon the Formula. Mr. Farkas is also due to receive 886,119 shares of Common Stock issuable pursuant to a letter agreement, dated December 6, 2017. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Third Amendment.

(11) In accordance with the Compensation Agreement with Mr. Feintuch, the Company shall pay Mr. Feintuch (i) $130,664 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement; (ii) $15,000 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement; (iii) 12,139 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $43,555 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement divided by the assumed public offering price of $5.00 multiplied by 80% and (b) $5,000 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement. Mr. Feintuch will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 9,600 shares of our Common Stock at an exercise price of $37.50 per share pursuant to his Compensation Agreement.

Mr. Feintuch is also due to receive 26,500 shares of Common Stock issuable pursuant to a letter agreement, dated December 7, 2017.

(12) Concurrent with the closing of the offering, the Company will pay accrued professional fees of $159,088 to our accounting firm, a warrant valuation consultant, and our legal counsel.

(13) Concurrent with the closing of the offering, the Company will pay accrued cash fees owed to the Board members in the amount of $362,108. Specifically, $69,827 to Mr. Engel; $46,651 to Mr. Farkas; $34,913 to Mr. Calise; $32,095 to Mr. Kinard; $11,122 to Mr. Evans; and $167,500 to Mr. Shapiro.

(14) Concurrent with the closing of the offering, the Company will pay Mr. Calise a bonus of $25,000 for 2016 owed to him pursuant to his employment agreement, as determined by the Compensation Committee of the Board in 2017.

(15) Concurrent with the closing of the offering, the Company will pay accrued payroll taxes of $561,985 including $8,600 to be paid to employees for payments owed to them pursuant to the Company's 401(k) plan.

(16) Concurrent with the closing of the offering, the Company will pay accrued offering costs of $417,351, currently characterized as accounts payable.

(17) Concurrent with the closing of the offering, the Company will pay $67,032 owed to Chase Mortgage, Inc., pursuant to the Fourth Amendment to Secured Convertible Promissory Note dated September 5, 2017 with a monthly interest rate of 1.5%. The original Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, May 1, and November 9 (all in 2015).

(18) Concurrent with the closing of the offering, the Company will: (i) issue 2,000 shares of Common Stock as payment of $10,000; and (ii) pay $3,000 to Russ Klenet & Associates, Inc. Both payments will be made pursuant to the Settlement and Release Agreement between the Company and the counterparty, dated December 29, 2016 with the share payment divided by the assumed public offering price of $5.00.

(19) Concurrent with the closing of the offering, the Company will issue, in the aggregate, 11,034 shares of Common Stock to Sunrise Securities Corp. and Ardour in connection with placement agent fees related to the sale of Series C Preferred Stock in December 2014.

(20) Concurrent with the closing of the offering, the Company will issue 39,882 shares of Common Stock as payment of a total of $153,529 to both SemaConnect Inc. and their legal counsel pursuant to the Settlement Agreement dated June 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80% plus an additional 1,500 shares.

(21) Concurrent with the closing of the offering, the Company will issue 300,125 shares of Common Stock to Ardour in placement agent fees related to the JMJ Financing.

(22) Concurrent with the closing of the offering, the Company will issue 1,600 shares of Common Stock to IBIS Co. in connection with an introduction to an investor.

(23) Concurrent with the closing of the offering, the Company will collectively repay $261,993 to Chase Mortgage, Inc. ($101,993) and SMS Real Estate LLC ($160,000) pursuant to Convertible Promissory Notes between the Company and each lender dated September 7, 2017.

(24) Concurrent with the closing of the offering, the Company will pay $193,168 to Douglas Stein pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168 (the first $30,000 was paid by the Company to Mr. Stein on January 10, 2018).

(25) Concurrent with the closing of the offering, the Company will pay $234,000 to CLPF-Lincoln, LLC (the landlord of the Company's former offices in Miami Beach, FL) pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated January 19, 2018.

(26) Concurrent with the closing of the offering, the Company will issue 62,500 units of unregistered shares of Common Stock and warrants to JMJ as repayment of a $250,000 advance pursuant to a Letter Agreement between the Company and the counterparty, dated February 1, 2018.

(27) Concurrent with the closing of the offering, the Company will (i) issue 101,745 units of unregistered shares of Common Stock and warrants as repayment of a $406,981.47 debt and (ii) will pay $406,981.47 to Schafer & Weiner, PLLC pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018.

(28) Concurrent with the closing of the offering, the Company will (i) issue 121,496 units of unregistered shares of Common Stock and warrants as repayment of a $485,982.05 debt and (ii) will pay $381,259.46 to Sunrise Securities Corp. pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018.

(29) Concurrent with the closing of the offering, the Company will (i) issue 120,000 shares of Common Stock as payment of $600,000 and (ii) will pay $50,000 to JNS pursuant to an asset purchase agreement entered into with the counterparty on February 2, 2018 in settlement of litigation.

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

		Actual (unaudited)		Pro Forma (unaudited)	Pro Forma As Adjusted[(1)] (unaudited)
Consolidated Balance Sheet Data (as of September 30, 2017):					
Cash and cash equivalents	$	9,062	$	1,183,962	16,653,690
Working capital (deficit)	$	(67,198,792)	$	(62,593,107)	11,683,728
Total assets	$	1,900,680	$	3,075,580	17,763,892
Total liabilities	$	67,790,946	$	64,360,161	5,553,054
Total stockholders' equity (deficit)	$	(66,715,266)	$	(62,109,581)	12,210,838

(1) A $1.00 increase or decrease in the assumed public offering price per unit would increase or decrease our cash and cash equivalents, working capital (deficit), total assets and total stockholders' equity (deficit) by approximately $4.2 million, assuming the number of units offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discount and estimated offering expenses payable by us.

On account of our email to members of the Blink Network to inform them of this offering, investors in this offering who received the email may have rescission rights. See "Risk Factors—Risks Related to the Offering—We may have a Contingent Liability Arising out of an Electronic Communication Sent by the Company to a Number of Prospective Investors in this Offering, which may Constitute a Potential Violation of Section 5 of the Securities Act." If a court were to grant such rescission rights, we would need to seek an opinion of counsel as to whether the units sold to such investors could continue to be classified as equity.

RISK FACTORS

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

Relating to Our Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We have experienced significant net losses, and we expect to continue to incur losses for the foreseeable future. We incurred net losses of $7.7 million and $8.2 million the years ended December 31, 2016 and 2015, respectively, and as of December 31, 2016 our accumulated deficit was $81.1 million. We incurred a net loss of $101.1 million during the nine months ended September 30, 2017, and as of September 30, 2017 our accumulated deficit was $182.2 million.

The net loss was primarily due to an increase in other expenses of $92,865,802 from $3,028,163 for the nine months ended September 30, 2016 to $95,893,965 for the nine months ended September 30, 2017. The increase was primarily due to an increase in the non-cash change in fair value of warrant liabilities of approximately $70.4 million, which was primarily attributable to the quantity of warrants held by our Executive Chairman not being subject to our Reverse Split, which, as a result of the Reverse Split, caused them to increase in value.

On December 6, 2017, the Company and Mr. Farkas signed a letter agreement, pursuant to which, Mr. Farkas, on behalf of FGI, agreed that upon the closing of this offering, FGI will cancel 2,930,596 of its shares of Common Stock (of the 2,990,404 received).

Our prior losses, combined with expected future losses, have had and will continue to have, for the foreseeable future, an adverse effect on our stockholders' equity and working capital. If our revenue grows more slowly than we anticipate, or if our operating expenses are higher than we expect, we may not be able to achieve profitability and our financial condition could suffer. Even if we achieve profitability in the future, we may not be able to sustain profitability in subsequent periods. Whether we can achieve cash flow levels sufficient to support our operations cannot be accurately predicted. Unless such cash flow levels are achieved in addition to the proceeds from this offering, we may need to borrow additional funds or sell debt or equity securities, or some combination thereof, to provide funding for our operations. Such additional funding may not be available on commercially reasonable terms, or at all.

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

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

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

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

We are delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of our products. We have accrued an approximate $227,000 and $218,000 liability as of September 30, 2017 and December 31, 2016, respectively, related to this matter. In addition, we are currently delinquent in remitting approximately $577,000 and $244,000 as of September 30, 2017 and December 31, 2016, respectively, of federal and state payroll taxes withheld from employees. On March 29, 2017 and August 21, 2017, we sent a letter to the Internal Revenue Service ("IRS") notifying the IRS of our intention to resolve the delinquent taxes upon the receipt of additional working capital. We may be subject to penalties as a result of our failure to pay these taxes and such penalties may have an adverse effect on our business.

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

We expect that our securities will be eligible to be listed on NASDAQ subject to our ability to satisfy the initial listing requirements. Our ability to have our securities become listed on NASDAQ will require us to, among other items, improve our balance sheet, which we may be unable to accomplish. As of December 31, 2016, we had accumulated stockholders' deficiency of approximately $20.8 million. As of September 30, 2017, we had accumulated stockholders' deficiency of approximately $66.7 million, and our stockholders' deficiency may increase as a result of additional net losses in subsequent quarterly periods.

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

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

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

As of December 31, 2016, and September 30, 2017, government grants accounted for 10% and 10%, respectively, of our revenues. Any reduction, elimination or discriminatory application of government subsidies and economic incentives because of policy changes, fiscal tightening or other reasons may result in diminished revenues from government sources and diminished demand for our products. This could materially and adversely affect our business, prospects, financial condition and operating results.

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

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

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

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

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

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

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

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

We Face Risks Arising From Acquisitions.

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

We Could Be Forced To Pay Damages In Connection With Litigation Involving 350 Green.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. ("JNS") v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by our former subsidiary 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. JNS also seeks indemnity for its unspecified costs in connection with enforcing the asset purchase agreement dated April 13, 2013 between 350 Green and JNS in courts in New York and Chicago. On July 26, 2017, the District Court denied the Company's motion to dismiss the Company from the suit. The Company filed its answer and affirmative defenses to the second amended complaint on August 16, 2017. The deadline for the parties to complete discovery was December 8, 2017. The next status hearing on the matter is set for March 1, 2018. We believe our legal position is strong on any potential corporate veil-piercing arguments with regard to our former subsidiary, however, if this position is challenged and not upheld, it could have a material adverse effect on our business. As of September 30, 2017, the Company accrued a $750,000 liability in connection with its settlement offer to JNS. On February 2, 2018, the parties entered into an asset purchase agreement whereby the parties have agreed to settle the litigation. The Company will purchase back the EV chargers it previously sold to JNS for: (a) shares of Common Stock worth $600,000 with a price per share equal to the price per share of this offering; (b) $50,000 cash payment within ten days of the closing of this offering; and (c) $100,000 cash payment within six months following the closing of this offering. JNS will file a motion to dismiss the lawsuit without prejudice within three business days of the $50,000 payment. JNS will file a motion to convert the dismissal without prejudice to dismissal with prejudice within three business days of the $100,000 payment.

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

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

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

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

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

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

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

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

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

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

We are subject to customer concentration risk as a result of our reliance on a relatively small number of customers for a significant portion of our revenues. The relative magnitude and the mix of revenue from our largest customers have varied significantly quarter to quarter. During the nine months ended September 30, 2017, two customers accounted for 31% of our revenues. In addition, one of these customers accounted for 10% of total accounts receivable as of September 30, 2017. The loss of these customers could have a material adverse effect on our business.

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

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

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

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

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

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

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

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

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

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

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

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

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

For the year ended December 31, 2016, we had net operating loss carryforwards ("NOLs") for U.S. federal income tax purposes of approximately $59 million. We generally are able to carry NOLs forward to reduce taxable income in future years. These NOLs may be offset against future taxable income through 2035, if not utilized before that time. We will not, however, be able to utilize the NOLs until we file our delinquent federal and state corporate income tax returns for the years ended December 31, 2014 and 2015. In addition, our ability to utilize the NOLs is subject to the rules of Section 382 of the Internal Revenue Code of 1986, as amended ("Section 382"). Section 382 generally restricts the use of NOLs after an "ownership change." An ownership change generally occurs if, among other things, the stockholders (or specified groups of persons) who own, have owned or are treated as owning, directly or indirectly, five percent or more of our stock increase their aggregate percentage ownership of our stock by more than 50 percentage points over the lowest percentage of the stock owned by these persons over a three-year rolling period. In the event of an ownership change, Section 382 generally imposes an annual limitation on the amount of taxable income that we may offset with NOLs. Any unused annual limitation may be carried over to later years until the applicable expiration date for the respective NOLs.

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

Risks Associated with Our Common Stock

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

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

A material weakness is a deficiency, or a combination of deficiencies, within the meaning of Public Company Accounting Oversight Board ("PCAOB") Audit Standard No. 5, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that as of September 30, 2017 our internal controls over financial reporting ("ICFR") were not effective at the reasonable assurance level:

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

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

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

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

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

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

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

We have entered into various agreements with purchasers of our securities from time to time which require us to register under the Securities Act of 1933, as amended (the "Securities Act") the resale of shares of our Common Stock that we have issued or will be required to issue to such purchasers. We had failed to perform our obligations under these agreements and had accrued registration rights penalties, inclusive of accrued interest, in an amount equal to $56,000 for the period April 1, 2017 through June 30, 2017. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of registration rights penalties accrued through March 31, 2017. On August 25, 2017, the Company issued 8,265 Series C Preferred Shares to forty-three (43) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of April 1, 2017 through June 30, 2017. On November 29, 2017, the Company issued 9,119 Series C Preferred Shares to forty-five (45) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of July 1, 2017 through September 30, 2017. The penalties and dividends have continued to accrue from October 1, 2017, and will continue to accrue through the time of the offering. At the time of the offering, the Series C Preferred Shares will be issued for the incremental penalties and dividends, and subsequently converted into Common Stock, the amount of which is currently indeterminable.

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

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

The Company is a former shell company. As a result, to enable investors to sell shares of our Common Stock pursuant to Rule 144 of the Securities Act, we need to be: (A) subject to the reporting requirements of section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (B) current in filing such reports. We have entered into various agreements with purchasers of our securities from time to time which require us to enable sales of our Common Stock pursuant to Rule 144. Although we became current in our filings in August 2016, because we are not currently subject to the Exchange Act and make such filings voluntarily, investors are still not able to utilize Rule 144. We accrued public information failure rights penalties in an aggregate amount equal to $3,005,277, inclusive of accrued interest, as of March 31, 2017 due to our failure to perform our obligations under these agreements. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of these public information failure rights penalties accrued through March 31, 2017. The Company is still assessing whether it needs to accrue any public information failure rights penalties going forward from April 1, 2017. On August 25, 2017, the Company issued 8,265 Series C Preferred Shares to forty-three (43) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of April 1, 2017 through June 30, 2017. On November 29, 2017, the Company issued 9,119 Series C Preferred Shares to forty-five (45) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of July 1, 2017 through September 30, 2017. The penalties and dividends have continued to accrue from October 1, 2017, and will continue to accrue through the time of the offering. At the time of the offering, the Series C Preferred Shares will be issued for the incremental penalties and dividends and subsequently converted into Common Stock, the amount of which is currently undeterminable. With the conversion, the Company will no longer be accruing registration rights penalties.

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

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

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

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

Shares of Our Common Stock Which May Be Issued Upon Conversion of the Series D Preferred Stock being Issued in Exchange for Outstanding Indebtedness by JMJ May Dilute the Ownership Interests of Our Stockholders.

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

If we do not repay the Promissory Note on the maturity date (currently February 15 , 2018) and if we issue a variable security at any time the Promissory Note is outstanding, then in such event JMJ shall have the right to convert all or any portion of the outstanding balance of the Promissory Note into shares of Common Stock on the same terms as granted in any applicable variable security issued by us.

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

The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. With the achievement of certain milestones in November 2016 (the filing with the SEC of a Preliminary Information Statement on Schedule 14C regarding the Reverse Stock Split), an additional advance of $500,000 under the Promissory Note occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017 (the filing with the SEC of a revised Preliminary Information Statement and a Definitive Information Statement, each on Schedule 14C regarding the Reverse Stock Split), additional advances of $225,100 and $300,000 under the Promissory Note occurred on February 10 and February 27, respectively. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively.

All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 shares of the Company's Common Stock was issued on the same date. On July 27, 2017, an additional advance of $50,000 was made to the Company and another warrant to purchase 1,429 shares of the Company's Common Stock was issued to JMJ. The Company and JMJ entered into the Additional Agreement on October 23, 2017. In accordance with the terms of the Additional Agreement, on October 24, 2017, JMJ advanced to the Company $949,900 available pursuant to previous agreements with JMJ. As of January 29, 2018, ten (10) warrants to purchase a total of 100,001 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $3,500,000.

The Additional Agreement extended the Maturity Date to December 15, 2017 (subsequently extended to February 15 , 2018). In addition, JMJ has claimed that the Company would owe JMJ $12 million as a mandatory default amount pursuant to previous agreements with the Company. JMJ agreed to allow the Company to have two options for settling a previously issued note (including settling the mandatory default amount for either $1.1 million or $2.1 million), securing a lockup agreement from JMJ, and exchanging previously issued warrants for shares of Common Stock. Each of these options depends upon this offering closing by December 15, 2017 (subsequently extended to February 15 , 2018). The option chosen is at the Company's sole discretion.

The first option is that the Company, upon the closing of this offering: (a) will pay $2.0 million in cash to JMJ; and (b) will issue shares of Common Stock to JMJ with a value of $9,005,000 (including the Origination Shares). The second option is that the Company, upon the closing of this offering, will not pay any cash to JMJ and will issue shares of Common Stock to JMJ with a value of $12,005,000 (including the Origination Shares). In each case, the Company will issue such number of duly and validly issued, fully paid and non-assessable shares of Common Stock equal to the amount in question divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock price of this offering, or (iv) 80% of the unit price of this offering (if applicable), or (v) the exercise price of any warrants issued in this offering. Prior to the Company choosing the option at the closing, JMJ could elect to receive some or all of the share consideration (to be issued pursuant to either option) discussed in this paragraph in the form of convertible preferred stock. JMJ made this election on January 29, 2018.

Unless otherwise stated, this prospectus assumes the Company will choose the second option and not pay any cash to JMJ.

On November 29, 2017, the Company and JMJ entered into the first amendment to the Additional Agreement, extending the Maturity Date to December 31, 2017. On January 4, 2018, the Company and JMJ entered into the second amendment to the Additional Agreement, extending the Maturity Date to January 31, 2018. On February 1, 2018, the Company and JMJ entered into the third amendment to the Additional Agreement, extending the Maturity Date to February 10 , 2018. On February 7, 2018, the Company and JMJ entered into the fourth amendment to the Additional Agreement, extending the Maturity Date to February 15, 2018.

On the fifth (5th) trading day after the closing of this offering, but in no event later than February 15 , 2018, we will deliver the Origination Shares to JMJ. If this offering does not occur prior to February 15 , 2018 and JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above. The Origination Shares will now be issued in the form of Series D Preferred Stock to be issued pursuant to the Additional Agreement.

Pursuant to an election by JMJ permitted by the Additional Agreement, the Company will issue to JMJ shares of Series D Preferred Stock convertible into 3,001,250 shares of Common Stock, based on an assumed public offering price of $5.00 per share, to reflect the full payment of all dollar amounts and share amounts owed in connection with the JMJ Financing. Because the Series D Preferred Stock is convertible into shares of

our Common Stock, upon JMJ's conversion of the Series D Preferred Stock into shares of our Common Stock, holders of our Common Stock will experience dilution.

If this offering does not close prior to February 15 , 2018 and we are unable to repay the Promissory Note, we will be in default under the Promissory Note and subject to penalties.

Separately from and unrelated to the JMJ Financing, JMJ lent $250,000 to the Company on January 22, 2018. We will be issuing units of unregistered shares of Common Stock and warrants as repayment of this $250,000 advance at the closing of the offering.

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

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

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

As of January 29, 2018, there were 550,000, 142,495, and 655,860 shares of Common Stock issuable upon conversion of our Series A, Series B and Series C Preferred Shares, respectively.

In addition, as of January 29, 2018, we had outstanding stock options and warrants to purchase a total of 198,037 shares of our Common Stock consisting of: (i) 105,136 shares of Common Stock issuable upon exercise of outstanding warrants with a weighted average exercise price of $44.93; and (iii) 92,901 shares issuable upon exercise of outstanding options with a weighted average exercise price of $52.77, under our equity compensation plans.

As of January 29, 2018, we currently owe (i) 15,240 shares issuable to Mr. Farkas upon exercise of options to be issued pursuant to the Third Amendment with the options having a weighted average exercise price of $34.06; (ii) 15,000 shares of Common Stock issuable to Mr. Farkas upon exercise of options to be issued as replacements of expired options with the options having a weighted average exercise price of $5.30; (iii) 16,600 shares issuable to Mr. Feintuch upon exercise of outstanding options issued pursuant to the Compensation Agreement with the options having a weighted average exercise price of $34.34; (iv) 86,741 shares of Common Stock issuable to Mr. Shapiro upon exercise of warrants to be issued upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price); and (v) 66,721 shares of Common Stock issuable to Mr. Engel upon exercise of warrants to be issued upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price).

Sales of a substantial number of shares of our Common Stock in the public market or otherwise following this offering, or the perception that such sales could occur, could adversely affect the market price of our Common Stock. After completion of this offering at an assumed public offering price of $5.00 per share, the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, our existing stock holders will own approximately 76% of our shares of Common Stock assuming there is no exercise of the underwriters' over-allotment option to purchase shares and/or warrants.

After completion of this offering at an assumed public offering price of $5.00 per share, there will be 16,678,331 shares of our Common Stock outstanding.

After the offering and assuming a public offering price of $5.00, there will be 10,672,326 warrants and 139,741 options outstanding.

Upon the closing of this offering, there will be 3,001,250 shares of Common Stock issuable upon conversion of our Series D Preferred Stock.

In addition, our articles of incorporation, as amended, permits the issuance of up to approximately 474,673,173 additional shares of Common Stock after the completion of this offering. Thus, we have the ability to issue substantial amounts of Common Stock in the future, which would dilute the percentage ownership held by the investors who purchase shares of our Common Stock in this offering.

Upon the closing of this offering, there will be 550,000, 189,750 and 6,599,591 shares of Common Stock issued upon conversion of our Series A, Series B and Series C Preferred Shares, respectively.

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

We and our officers, directors and certain stockholders have agreed, subject to customary exceptions, not to, without the prior written consent of Joseph Gunnar & Co., LLC, the representative of the underwriters of this offering, during the period ending 180 days from the date of this offering in the case of us and our directors and officers and 90 days or 270 days from the date of this offering in the case of certain stockholders, directly or indirectly, offer to sell, sell, pledge or otherwise transfer or dispose of any of shares of our Common Stock, enter into any swap or other derivatives transaction that transfers to another any of the economic benefits or risks of ownership of shares of our Common Stock, make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock or any other securities of our Company or publicly disclose the intention to do any of the foregoing.

After the lock-up agreements with certain stockholders pertaining to this offering expire: (i) 270 days from the date of this offering unless waived earlier by the representative, up to 6,794,978 of the shares that had been locked up; and (ii) 90 days from the date of this offering unless waived earlier by the representative, up to 205,410 of the shares that had been locked up, will be eligible for future sale in the public market. After the lock-up agreements with our directors and officers and JMJ pertaining to this offering expire 180 days from the date of this offering unless waived earlier by the representative, up to 6,417,689 of the shares (including shares of Common Stock issuable upon conversion of our Series D Preferred Stock) (net of any shares also restricted by lock-up agreements with certain stockholders) that had been locked up will be eligible for future sale in the public market. Sales of a significant number of these shares of Common Stock in the public market could reduce the market price of the Common Stock.

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

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

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

We have 40,000,000 shares of preferred stock authorized, which includes 20,000,000 shares of designated Series A Preferred Shares of which 11,000,000 shares are issued and outstanding, 10,000 designated Series B Preferred Shares, of which 8,250 shares are issued and outstanding and 250,000 designated Series C Preferred Shares, of which 229,551 shares are issued and outstanding as of January 29, 2018. The Series A Preferred Shares do not have a liquidation preference so long as any Series C Preferred Shares are outstanding. The Series B Preferred Shares have a liquidation preference of $100 per share. The Series C Preferred Shares have a liquidation preference of $100 per share, which is pari passu to the liquidation preference of the Series B Preferred Shares and payable prior to the liquidation preference on the Series A Preferred Shares. As a result, if we were to dissolve, liquidate or sell our assets, the holders of our Series A Preferred Shares would not have the right to receive any proceeds from any such transaction, holders of our Series B Preferred Shares would have the right to receive up to approximately $825,000 from any such transaction, and the holders of our Series C Preferred Shares would have the right to receive up to $22,955,100 from any such transaction, but before any amount is paid to the holders of our Common Stock. The payment of the liquidation preferences could result in Common Stock holders not receiving any consideration if we were to liquidate, dissolve or wind up, either voluntarily or involuntarily.

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

At the closing of this offering, all of the Series A, B and C Preferred Shares will be converted into shares of Common Stock and the only preferred stock outstanding will be our Series D Preferred Stock. If the closing of this offering does not occur, none of the Series A, B and C Preferred Shares will be converted and the liquidation preference described above will apply.

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

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

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

At the closing of this offering, all of the Series A, B and C Preferred Shares will be converted into shares of Common Stock. If the closing of this offering does not occur, none of the Series A, B and C Preferred Shares will be converted and the anti-dilution, voting, dividend and liquidation rights described above will apply.

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

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

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

As of January 29, 2018, our directors and executive officers collectively beneficially own approximately 73.80% of the shares of our Common Stock on a fully-diluted basis including the beneficial ownership of our Executive Chairman and director Mr. Farkas and his affiliates of 72.26% of the shares of our Common Stock on a fully-diluted basis.

Upon the closing of this offering, our directors and executive officers will collectively beneficially own approximately 52% of the shares of our Common Stock on a fully-diluted basis including the beneficial ownership of Mr. Farkas and his affiliates of 50% of the shares of our Common Stock on a fully-diluted basis.

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

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

Upon the closing of this offering, Mr. Farkas and his affiliates will beneficially own 50% of the shares of our Common Stock on a fully-diluted basis.

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

In addition, we currently owe $650,279 in principal and interest pursuant to ten convertible notes issued to FGI between June 2016 and August 2017, which have matured and are past due. Mr. Farkas could seek to enforce the notes against us, which could have an adverse effect on our business and reduce the market price of our Common Stock.

The notes issued to FGI are secured by substantially all of the assets of the Company.

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

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

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

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

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

Risks Related to the Offering

We may have a Contingent Liability Arising Out of an Electronic Communication Sent by the Company to a Number of Prospective Investors in this Offering, which may Constitute a Potential Violation of Section 5 of the Securities Act.

On or about January 12, 2018, in an effort to inform the members of the Blink Network of this offering, an email (the “Email”) was sent by the Company to such members. The Email did not attach a copy of the preliminary prospectus, but rather provided an active hyperlink to a Company webpage with a hyperlink to the preliminary prospectus. The disclosure in this prospectus, and not in the Email, should be the only disclosure that is relied upon in making an investment decision in this offering.

If the Email, which may be the use of an ineligible free writing prospectus, was held by a court to be in violation of the Securities Act, we could have a contingent liability arising out of the possible violation of Section 5 of the Securities Act. The likelihood and magnitude of this contingent liability is presently impossible to quantify, and would depend, in part, upon the number of units purchased by an individual recipient of the Email and the subsequent trading price of our common stock. If a claim were brought by a recipient of the Email and a court were to conclude that the dissemination of the Email constituted a violation of Section 5 of the Securities Act, the recipient may have rescission rights and we could be required to repurchase the units sold to such recipient of the Email, at the original purchase price, plus statutory interest from the date of purchase, for claims brought during a period of one year from the date of purchase of the units. We could also incur considerable expense in contesting any such claims. Such payments and expenses, if required, could significantly reduce the amount of working capital we have available for our operations and business plan, delay or prevent us from completing our plan of operations, or force us to raise additional funding sooner than expected, which funding may not be available on favorable terms, if at all. Additionally, the value of our securities will likely decline in value in the event we are deemed to have liability, or are required to make payments or pay expenses in connection with the potential claim described above. If any violation of the Securities Act is asserted, we intend to contest the matter vigorously.

In addition, the Email stated in part that the underwriters of this offering had agreed to consider to reserve units for purchase by members of the Blink network. The underwriters had not obligated themselves to reserve such units and have determined not to reserve any units in this offering specifically for such members.

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

The public offering price per unit will be substantially higher than the net tangible book value per share of our outstanding Common Stock. As a result, investors in this offering will incur immediate dilution of $4.27 per unit, based on the assumed public offering price of $5.00 per unit. Investors in this offering will pay a price per unit that substantially exceeds the book value of our assets after subtracting our liabilities. See “Dilution” for a more complete description of how the value of your investment will be diluted upon the completion of this offering.

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

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

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

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

Speculative Nature of Warrants.

The warrants offered in this offering do not confer any rights of Common Stock ownership on their holders, such as voting rights or the right to receive dividends, but rather merely represent the right to acquire shares of our Common Stock at a fixed price for a limited period of time. Specifically, commencing on the date of issuance, holders of the warrants may exercise their right to acquire the Common Stock and pay an exercise price of $ per share (115 % of the public offering price of our Common Stock and warrants in this offering), prior to five years from the date of issuance, after which date any unexercised warrants will expire and have no further value. Moreover, following this offering, the market value of the warrants is uncertain and there can be no assurance that the market value of the warrants will equal or exceed their public offering price. There can be no assurance that the market price of the Common Stock will ever equal or exceed the exercise price of the warrants, and consequently, whether it will ever be profitable for holders of the warrants to exercise the warrants.

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

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

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

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

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

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

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

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

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

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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

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

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

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

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

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

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

USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the units that we are offering will be approximately $20. 1 million, after deducting the underwriting discounts and commissions and estimated offering expenses, or $23 million if the underwriters exercise their over-allotment option to purchase shares and warrants in full.

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

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

- Approximately $4.3 million for the repayment of certain debt and other obligations including

(i) $650,279 in principal and interest owed pursuant to convertible notes issued to FGI that are currently past due and for which the interest rate is 18% (one note has an interest rate of 15%). The Company used the proceeds of these convertible notes for working capital;

(ii) placement agent and legal fees of approximately $212,245 related to the JMJ Financing (of which $77,245 will be paid to the Representative, $120,000 will be paid to Ardour, and $15,000 will be paid to IBIS Co.);

(iii) $67,032 owed to Chase Mortgage, Inc., pursuant to the Fourth Amendment to Secured Convertible Promissory Note dated September 5, 2017 with a monthly interest rate of 1.5%. The original Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, May 1, and November 9 (all in 2015);

(iv) $417,351 of offering costs currently in accounts payable;

(v) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015 pursuant to the Third Amendment;

(vi) $145,664 to Mr. Feintuch which represents

(a) 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement ($130,664);

(b) 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement ($15,000)

(vii) accrued fees of $362,108 to the members of the Board. Specifically, $69,827 to Donald Engel; $46,651 to Mr. Farkas; $34,913 to Mr. Calise; $32,095 to Mr. Kinard (a former Board member); $11,122 to Kevin Evans (a former Board member); and $167,500 to Andrew Shapiro;

(viii) $25,000 to be paid to Wilson Sonsini Goodrich & Rosati pursuant to a Settlement Agreement between the Company and the counterparty, dated June 8, 2017;

(ix) $159,088 to be paid for accrued professional fees to our accounting firm, a warrant valuation consultant, and our legal counsel;

(x) $25,000 bonus to be paid to Mr. Calise for 2016 owed to him pursuant to his employment agreement, as determined by the Compensation Committee of the Board in 2017;

(xi) $561,985 to be paid in accrued payroll taxes including $8,600 to be paid to employees for payments owed to them pursuant to the Company’s 401(k) plan;

(xii) $25,000 of installment debt in accordance with a Settlement Agreement between the former principals of 350 Green LLC and the Company, dated August 21, 2015;

(xiii) $3,000 to be paid to Russ Klenet & Associates, Inc. pursuant to the Settlement and Release Agreement between the Company and the counterparty, dated December 29, 2016;

(xiv) $193,168 to be paid to Douglas Stein concurrent with the closing of the offering pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168 (the first $30,000 was paid by the Company to Mr. Stein on January 10, 2018);

(xv) $234,000 to be paid to CLPF-Lincoln, LLC (the landlord of the Company’s former offices in Miami Beach, FL) concurrent with the closing of the offering pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated January 19, 2018;

(xvi) $381,259 to be paid to Sunrise Securities Corp. concurrent with the closing of the offering pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018;

(xvii) $406,981.47 to be paid to Schafer & Weiner, PLLC concurrent with the closing of the offering pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018;

(xviii) $50,000 payable to JNS in connection with an asset purchase agreement entered into with the counterparty on February 2, 2018 in settlement of litigation; and

(xix) $261,993 payable to Chase Mortgage, Inc. ($101,993) and SMS Real Estate LLC ($160,000) concurrent with the closing of the offering pursuant to Convertible Promissory Notes between the Company and each lender dated September 7, 2017.

- Approximately $4.0 million for the deployment of charging stations;
- Approximately $1.0 million to expand our product offerings including but not limited to completing the research and development, as well as the launch of our next generation of EV charging equipment;
- Approximately $3.0 million to add additional staff in the areas of finance, sales, customer support, and engineering; and
- The remainder for working capital and other general corporate purposes

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

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

MARKET FOR OUR COMMON STOCK AND RELATED STOCKHOLDER MATTERS

Market and Other Information

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

As of February 8 , 2018, there were approximately 210 holders of record of our Common Stock. The last reported sale price of our Common Stock on February 8 , 2018 on the OTC Pink Current Information Marketplace was $8. 20 per share.

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

Quarter ended	High	Low
January 1, 2018 through February 8 , 2018	$ 15.00	$ 4.50
December 31, 2017	$ 11.20	$ 4.50
September 30, 2017	$ 33.70	$ 8.50
June 30, 2017	$ 10.50	$ 8.00
March 31, 2017	$ 12.50	$ 5.00
December 31, 2016	$ 22.00	$ 5.50
September 30, 2016	$ 30.00	$ 13.00
June 30, 2016	$ 44.50	$ 12.50
March 31, 2016	$ 27.50	$ 5.00

Dividend Policy

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

CAPITALIZATION

The following table sets forth our consolidated cash and capitalization as of September 30, 2017. Such information is set forth on the following basis:

- On an actual basis.
- On a pro forma basis, giving effect to:

(1) an additional advance under the JMJ Promissory Note in the amount of $949,900 offset by the Promissory Note discounts and issuance costs of:

(A) Common Stock purchase warrants for 27,140 shares of Common Stock issued to JMJ with an estimated fair value of $5,979,688 using the multi-nomial lattice pricing model based upon: (i) an expected life of 5.0 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00; and

(B) placement agent cash fees of $94,990 and warrants to purchase 2,714 shares of Common Stock with an estimated fair value of $597,969 using the multi-nomial lattice pricing model based upon: (i) an expected life of 5 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00. Such fees and warrants were issued in connection with the JMJ Financing.

(2) The Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which warrants to purchase an aggregate of 726,504 warrant shares converted into 710,841 shares of Common Stock. These 710,841 shares were issued pursuant to Board resolutions dated September 26, 2017. The issuance of these 710,841 shares will result in a gain of approximately $3.8 million and reduce liabilities by approximately $8.0 million.

(3) The issuance on November 29, 2017 of 9,119 Series C Preferred Shares as payment in full of payment-in-kind dividends and registration rights penalties and accrued interest thereon, owed to our Series C Preferred Shareholders accrued as of September 30, 2017.

(4) Separately from and unrelated to the JMJ Financing, an additional loan of $250,000 lent by JMJ to the Company on January 22, 2018. We will be issuing units of unregistered shares of Common Stock and warrants as repayment of this $250,000 advance at the closing of the offering.

(5) The payment of $30,000 to Douglas Stein pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168.

- On a pro forma as adjusted basis, giving effect to the pro forma events above and for the sale by us of 4,600,000 units in this offering at an assumed public offering price of $5.00 per unit, which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, after deducting underwriting discounts and commissions and estimated offering expenses, and the following:

(1) On December 6, 2017 and December 7, 2017, the two holders of the Series A Preferred Shares (Mr. Farkas and Mr. Feintuch) signed letter agreements pursuant to which, at the closing of this offering, 11,000,000 Series A Preferred Shares will convert into 550,000 shares of Common Stock. The Company recorded the beneficial conversion feature with a value of $1,000,000 as a deemed dividend by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(2) On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will convert into 189,750 shares of Common Stock which will result in an inducement charge of approximately $124,000, divided by the assumed public offering price of $5.00 and multiplied by a factor of 1.15.

(3) At the closing of this offering, the 229,551 Series C Preferred Shares will convert into an aggregate of 6,599,591 shares of Common Stock, based upon the Formula. Of the 229,551 Series C Preferred Shares outstanding as of January 29, 2018, Mr. Farkas controls 5,520 Series C Preferred Shares in his own name and 169,980 Series C Preferred Shares held by BLNK Holdings in which Mr. Farkas has a controlling interest. Upon the closing of this offering, these 175,500 Series C Preferred Shares will convert into an aggregate of 5,045,625 shares of Common Stock. The majority of the shares are being converted pursuant to conversion agreements signed by holders of the Series C Preferred Shares and the remainder are being issued pursuant to the Series C Amendments. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $9.7 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(4) At the closing of this offering, the Company will repay: (i) $650,279 in principal and interest owed pursuant to outstanding convertible notes issued to FGI; and (ii) placement agent and legal fees of approximately $212,245 related to the JMJ Financing (of which $77,245 will be paid to the Representative, $120,000 will be paid to Ardour, and $15,000 will be paid to IBIS Co.). Pursuant to an election by JMJ permitted by the Additional Agreement, the Company will issue to JMJ shares of Series D Preferred Stock convertible into 3,001,250 shares of Common Stock, based on an assumed public offering price of $5.00 per share, to reflect the full payment of all dollar amounts and share amounts owed in connection with the JMJ Financing. The settlement with JMJ will result in a gain of $38.1 million. See "Use of Proceeds" section on page 30.

(5) At the closing of this offering, the Company will pay the former principals of 350 Green LLC $25,000 in installment debt and $50,000 within 60 days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015 resulting in a gain of $285,000.

(6) At the closing of this offering, the Company will issue 28,415 units issuable to two employee members of the Board (Mr. Farkas and Mr. Calise) as well as a former member of the Board who remains our President (Mr. Kinard) in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017 for payment of $113,551 divided by the assumed public offering price of $5.00 multiplied by 80%, resulting in an inducement charge of $28,000. Each unit will consist of one share of Common Stock and two warrants each to purchase one share of Common Stock. The Company will not be registering any of the securities issued in connection with this payment.

(7) At the closing of this offering, the Company will charge approximately $781,000 against additional paid-in capital related to offering costs that have been deferred.

(8) On June 8, 2017, the Company entered into a settlement agreement with Wilson Sonsini Goodrich & Rosati to settle $475,394 in payables owed for legal services as of June 30, 2017 requiring: (a) $25,000 to be paid in cash at the closing of this offering; and (b) $75,000 in the form of 15,000 shares of Common Stock issuable upon the closing of this offering. As a result, the Company will show a $375,394 reduction in liabilities.

(9) On June 13, 2017, the Company entered into an agreement with ITT Canon LLC whereby the Company reached a settlement regarding, as of June 30, 2017, an accrued liability of $200,000. The Company will issue 40,000 shares of Common Stock at the closing of this offering as settlement for such liability.

(10) Concurrent with the closing of this offering, the Company will pay Mr. Farkas:

(i) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015; (ii) 169,3113 shares of Common Stock issuable as payment of $630,000 in shares of Common Stock owed to Mr. Farkas for the period of December 1, 2015 through May 31, 2017 pursuant to the Third Amendment and pursuant to a Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80%; (iii) 113,256 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $375,000 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 pursuant to the Third Amendment divided by the assumed public offering price of $5.00 multiplied by 80%; (b) $77,624 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 pursuant to an oral agreement between the Company and Mr. Farkas divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 7(B) of the Third Amendment; (iv) 61,267 shares of Common Stock issuable as payment of $213,102 owed to BLNK Holdings, in principal and interest pursuant to a Conversion Agreement between the Company and BLNK Holdings, dated August 23, 2017 based upon the Formula. Mr. Farkas is also due to receive 886,119 shares of Common Stock issuable pursuant to a letter agreement, dated December 6, 2017. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Third Amendment.

(11) In accordance with the Compensation Agreement with Mr. Feintuch, the Company shall pay Mr. Feintuch (i) $130,664 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement; (ii) $15,000 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement; (iii) 12,139 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $43,555 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement divided by the assumed public offering price of $5.00 multiplied by 80% and (b) $5,000 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement. Mr. Feintuch will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 9,600 shares of our Common Stock at an exercise price of $37.50 per share pursuant to his Compensation Agreement.

Mr. Feintuch is also due to receive 26,500 shares of Common Stock issuable pursuant to a letter agreement, dated December 7, 2017.

(12) Concurrent with the closing of the offering, the Company will pay accrued professional fees of $159,088 to our accounting firm, a warrant valuation consultant, and our legal counsel.

(13) Concurrent with the closing of the offering, the Company will pay accrued cash fees owed to the Board members in the amount of $362,108. Specifically, $69,827 to Mr. Engel; $46,651 to Mr. Farkas; $34,913 to Mr. Calise; $32,095 to Mr. Kinard; $11,122 to Mr. Evans; and $167,500 to Mr. Shapiro.

(14) Concurrent with the closing of the offering, the Company will pay Mr. Calise a bonus of $25,000 for 2016 owed to him pursuant to his employment agreement, as determined by the Compensation Committee of the Board in 2017.

(15) Concurrent with the closing of the offering, the Company will pay accrued payroll taxes of $561,985 including $8,600 to be paid to employees for payments owed to them pursuant to the Company's 401(k) plan.

(16) Concurrent with the closing of the offering, the Company will pay accrued offering costs of $417,351, currently characterized as accounts payable.

(17) Concurrent with the closing of the offering, the Company will pay $67,032 owed to Chase Mortgage, Inc., pursuant to the Fourth Amendment to Secured Convertible Promissory Note dated September 5, 2017 with a monthly interest rate of 1.5%. The original

Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, May 1, and November 9 (all in 2015).

(18) Concurrent with the closing of the offering, the Company will: (i) issue 2,000 shares of Common Stock as payment of $10,000; and (ii) pay $3,000 to Russ Klenet & Associates, Inc. Both payments will be made pursuant to the Settlement and Release Agreement between the Company and the counterparty, dated December 29, 2016 with the share payment divided by the assumed public offering price of $5.00.

(19) Concurrent with the closing of the offering, the Company will issue, in the aggregate, 11,034 shares of Common Stock to Sunrise Securities Corp. and Ardour in connection with placement agent fees related to the sale of Series C Preferred Stock in December 2014.

(20) Concurrent with the closing of the offering, the Company will issue 39,882 shares of Common Stock as payment of a total of $153,529 to both SemaConnect Inc. and their legal counsel pursuant to the Settlement Agreement dated June 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80% plus an additional 1,500 shares.

(21) Concurrent with the closing of the offering, the Company will issue 300,125 shares of Common Stock to Ardour in placement agent fees related to the JMJ Financing.

(22) Concurrent with the closing of the offering, the Company will issue 1,600 shares of Common Stock to IBIS Co. in connection with an introduction to an investor.

(23) Concurrent with the closing of the offering, the Company will collectively repay $261,993 to Chase Mortgage, Inc. ($101,993) and SMS Real Estate LLC ($160,000) pursuant to Convertible Promissory Notes between the Company and each lender dated September 7, 2017.

(24) Concurrent with the closing of the offering, the Company will pay $193,168 to Douglas Stein pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168 (the first $30,000 was paid by the Company to Mr. Stein on January 10, 2018).

(25) Concurrent with the closing of the offering, the Company will pay $234,000 to CLPF-Lincoln, LLC (the landlord of the Company's former offices in Miami Beach, FL) pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated January 19, 2018.

(26) Concurrent with the closing of the offering, the Company will issue 62,500 units of unregistered shares of Common Stock and warrants to JMJ as repayment of a $250,000 advance pursuant to a Letter Agreement between the Company and the counterparty, dated February 1, 2018.

(27) Concurrent with the closing of the offering, the Company will (i) issue 101,745 units of unregistered shares of Common Stock and warrants as repayment of a $406,981.47 debt and (ii) will pay $406,981.47 to Schafer & Weiner, PLLC pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018.

(28) Concurrent with the closing of the offering, the Company will (i) issue 121,496 units of unregistered shares of Common Stock and warrants as repayment of a $485,982.05 debt and (ii) will pay $381,259.46 to Sunrise Securities Corp. pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018.

(29) Concurrent with the closing of the offering, the Company will (i) issue 120,000 shares of Common Stock as payment of $600,000 and (ii) will pay $50,000 to JNS pursuant to an asset purchase agreement entered into with the counterparty on February 2, 2018 in settlement of litigation.

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

	Actual (unaudited)	Pro Forma (unaudited)	Pro Forma As Adjusted (unaudited)
Cash and cash equivalents	$ 9,062	$ 1,183,962	$ 16,653,690
Total indebtedness	67,790,946	64,360,161	5,553,054
Series B Convertible Preferred Stock, 10,000 shares designated, 8,250 shares issued and outstanding as of September 30, 2017	825,000	825,000	0
Stockholders' Deficiency:			
Preferred stock, $0.001 par value, 40,000,000 shares authorized;			
Series A Convertible Preferred Stock, 20,000,000 shares designated, 11,000,000 shares issued and outstanding as of September 30, 2017	11,000	11,000	0
Series C Convertible Preferred Stock, 250,000 shares designated, 220,432 shares issued and outstanding as of September 30, 2017	220	229	0
Series D Convertible Preferred Stock, [ ] shares designated, 0 shares issued and outstanding as of September 30, 2017	0	0	12
Common stock, $0.001 par value, 500,000,000 shares authorized, 4,812,632 shares issued and outstanding as of September 30, 2017	4,813	5,524	16,675
Additional paid-in capital	115,474,814	120,579,956	159,806,501
Accumulated deficit	(182,206,113)	(182,706,290)	(147,612,349)
Total Stockholders' Deficiency	$ ($66,715,266)	$ (62,109,581)	$ 12,210,838

The outstanding historical share information in the table above is based on shares of Common Stock outstanding as of September 30, 2017 and excludes as of such date the following:

(i) Preferred Shares

a. 2,200,000 shares of Common Stock issuable upon conversion of the 11,000,000 Series A Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series A Certificate of Designations,
b. 54,577 shares of Common Stock issuable upon conversion of the 8,250 Series B Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series B Certificate of Designations; and
c. 629,806 shares of Common Stock issuable upon conversion of 220,432 Series C Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series C Certificate of Designations,

(ii) outstanding options to purchase an aggregate of 147,300 shares issuable upon exercise of outstanding options with a weighted average exercise price of $58.18, under our equity compensation plans;

(iii) 266,143 shares of Common Stock issuable upon exercise of outstanding warrants with a weighted average exercise price of $48.33;

A $1.00 increase (decrease) in the assumed public offering price of $5.00, the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, would increase (decrease) each of cash, total shareholders' equity and total capitalization by approximately $4.2 million, assuming the number of units we are offering in this offering, as set forth on the cover page of this prospectus, remains the same, after deducting the estimated underwriting discount and estimated offering expenses payable by us. We may also increase or decrease the number of units we are offering in this offering. Each increase (decrease) of 500,000 units we are offering would increase (decrease) each of cash, total shareholders' equity and total capitalization from this offering by approximately $2.3 million, assuming the assumed public offering price remains the same, and after deducting the estimated underwriting discount and estimated offering expenses payable by us.

On account of our email to members of the Blink Network to inform them of this offering, investors in this offering who received the email may have rescission rights. See "Risk Factors—Risks Related to the Offering—We may have a Contingent Liability Arising out of an Electronic Communication Sent by the Company to a Number of Prospective Investors in this Offering, which may Constitute a Potential Violation of Section 5 of the Securities Act." If a court were to grant such rescission rights, we would need to seek an opinion of counsel as to whether the units sold to such investors could continue to be classified as equity.

DILUTION

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

Net tangible book value (deficit) per share represents the amount of our total tangible assets reduced by our total liabilities, divided by the outstanding shares of Common Stock. Tangible assets equal our total assets less intangible assets. As of September 30, 2017, our actual net tangible book value (deficit) was $(67.6) million and our net tangible book value (deficit) per share was $(14.05).

Our pro forma net tangible book value (deficit) of our Common Stock as of September 30, 2017 was $(63.0) million, or $(11.41) per share. Pro forma net tangible book value (deficit) represents pro forma total tangible assets less pro forma total liabilities and pro forma net tangible book value (deficit) per share represents pro forma net tangible book value divided by the total number of shares outstanding as of September 30, 2017, each after giving effect to:

(1) an additional advance under the JMJ Promissory Note in the amount of $949,900 offset by the Promissory Note discounts and issuance costs of:

(A) Common Stock purchase warrants for 27,140 shares of Common Stock issued to JMJ with an estimated fair value of $5,979,688 using the multi-nomial lattice pricing model based upon: (i) an expected life of 5.0 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00; and

(B) placement agent cash fees of $94,990 and warrants to purchase 2,714 shares of Common Stock with an estimated fair value of $597,969 using the multi-nomial lattice pricing model based upon: (i) an expected life of 5 years; (ii) estimated volatility of 149.3%; (iii) annual rate of expected dividends of 0%; (iv) a risk free interest rate of 1.50%; and (v) an estimated exercise price of $35.00. Such fees and warrants were issued in connection with the JMJ Financing.

(2) The Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which warrants to purchase an aggregate of 726,504 warrant shares converted into 710,841 shares of Common Stock. These 710,841 shares were issued pursuant to Board resolutions dated September 26, 2017. The issuance of these 710,841 shares will result in a gain of approximately $3.8 million and reduce liabilities by approximately $8.0 million.

(3) The issuance on November 29, 2017 of 9,119 Series C Preferred Shares as payment in full of payment-in-kind dividends and registration rights penalties and accrued interest thereon, owed to our Series C Preferred Shareholders accrued as of September 30, 2017.

(4) Separately from and unrelated to the JMJ Financing, an additional loan of $250,000 lent by JMJ to the Company on January 22, 2018. We will be issuing units of unregistered shares of Common Stock and warrants as repayment of this $250,000 advance at the closing of the offering.

(5) The payment of $30,000 to Douglas Stein pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168

Our pro forma as adjusted net tangible book value as of September 30, 2017 would have been approximately $12.10 million, or $0.73 per share of Common Stock. This amount represents an immediate increase in pro forma as adjusted net tangible book value of $12.14 per share to existing stockholders and an immediate dilution of $4.27 per share to new investors purchasing units in this offering. Our pro forma as adjusted net tangible book value of our Common Stock as of September 30, 2017 gives effect to the sale of shares of Common Stock at the assumed public offering price of $5.00 per share, after deducting the underwriting discount and commission and estimated offering expenses, and the following:

(1) On December 6, 2017 and December 7, 2017, the two holders of the Series A Preferred Shares (Mr. Farkas and Mr. Feintuch) signed letter agreements pursuant to which, at the closing of this offering, 11,000,000 Series A Preferred Shares will convert into 550,000 shares of Common Stock. The Company recorded the beneficial conversion feature with a value of $1,000,000 as a deemed dividend by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(2) On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will convert into 189,750 shares of Common Stock which will result in an inducement charge of approximately $124,000, divided by the assumed public offering price of $5.00 and multiplied by a factor of 1.15.

(3) At the closing of this offering, the 229,551 Series C Preferred Shares will convert into an aggregate of 6,599,591 shares of Common Stock, based upon the Formula. Of the 229,551 Series C Preferred Shares outstanding as of January 29, 2018, Mr. Farkas controls 5,520 Series C Preferred Shares in his own name and 169,980 Series C Preferred Shares held by BLNK Holdings in which Mr. Farkas has a controlling interest. Upon the closing of this offering, these 175,500 Series C Preferred Shares will convert into an aggregate of 5,045,625 shares of Common Stock. The majority of the shares are being converted pursuant to conversion agreements signed by holders of the Series C Preferred Shares and the remainder are being issued pursuant to the Series C Amendments. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $9.7 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit.

(4) At the closing of this offering, the Company will repay: (i) $650,279 in principal and interest owed pursuant to outstanding convertible notes issued to FGI; and (ii) placement agent and legal fees of approximately $212,245 related to the JMJ Financing (of which $77,245 will be paid to the Representative, $120,000 will be paid to Ardour, and $15,000 will be paid to IBIS Co.). Pursuant to an election by JMJ permitted by the Additional Agreement, the Company will issue to JMJ shares of Series D Preferred Stock convertible into 3,001,250 shares of Common Stock, based on an assumed public offering price of $5.00 per share, to reflect the full payment of all dollar amounts and share amounts owed in connection with the JMJ Financing. The settlement with JMJ will result in a gain of $38.1 million. See "Use of Proceeds" section on page 30.

(5) At the closing of this offering, the Company will pay the former principals of 350 Green LLC $25,000 in installment debt and $50,000 within 60

days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015 resulting in a gain of $285,000.

(6) At the closing of this offering, the Company will issue 28,415 units issuable to two employee members of the Board (Mr. Farkas and Mr. Calise) as well as a former member of the Board who remains our President (Mr. Kinard) in settlement and consideration of services rendered during the period of April 1, 2016 through March 31, 2017 for payment of $113,551 divided by the assumed public offering price of $5.00 multiplied by 80%, resulting in an inducement charge of $28,000. Each unit will consist of one share of Common Stock and two warrants each to purchase one share of Common Stock. The Company will not be registering any of the securities issued in connection with this payment.

(7) At the closing of this offering, the Company will charge approximately $781,000 against additional paid-in capital related to offering costs that have been deferred.

(8) On June 8, 2017, the Company entered into a settlement agreement with Wilson Sonsini Goodrich & Rosati to settle $475,394 in payables owed for legal services as of June 30, 2017 requiring: (a) $25,000 to be paid in cash at the closing of this offering; and (b) $75,000 in the form of 15,000 shares of Common Stock issuable upon the closing of this offering. As a result, the Company will show a $375,394 reduction in liabilities.

(9) On June 13, 2017, the Company entered into an agreement with ITT Canon LLC whereby the Company reached a settlement regarding, as of June 30, 2017, an accrued liability of $200,000. The Company will issue 40,000 shares of Common Stock at the closing of this offering.

(10) Concurrent with the closing of this offering, the Company will pay Mr. Farkas:

(i) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015; (ii) 169,313 shares of Common Stock issuable as payment of $630,000 in shares of Common Stock owed to Mr. Farkas for the period of December 1, 2015 through May 31, 2017 pursuant to the Third Amendment and pursuant to a Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80%; (iii) 113,256 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $375,000 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 pursuant to the Third Amendment divided by the assumed public offering price of $5.00 multiplied by 80%; (b) $77,624 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 pursuant to an oral agreement between the Company and Mr. Farkas divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 7(B) of the Third Amendment; (iv) 61,267 shares of Common Stock issuable as payment of $213,102 owed to BLNK Holdings, in principal and interest pursuant to a Conversion Agreement between the Company and BLNK Holdings, dated August 23, 2017 based upon the Formula. Mr. Farkas is also due to receive 886,119 shares of Common Stock issuable pursuant to a letter agreement, dated December 6, 2017. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Third Amendment.

(11) In accordance with the Compensation Agreement with Mr. Feintuch, the Company shall pay Mr. Feintuch (i) $130,664 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement; (ii) $15,000 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement; (iii) 12,139 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $43,555 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement divided by the assumed public offering price of $5.00 multiplied by 80% and (b) $5,000 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement. Mr. Feintuch will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 9,600 shares of our Common Stock at an exercise price of $37.50 per share pursuant to his Compensation Agreement.

Mr. Feintuch is also due to receive 26,500 shares of Common Stock issuable pursuant to a letter agreement, dated December 7, 2017.

(12) Concurrent with the closing of the offering, the Company will pay accrued professional fees of $159,088 to our accounting firm, a warrant valuation consultant, and our legal counsel.

(13) Concurrent with the closing of the offering, the Company will pay accrued cash fees owed to the Board members in the amount of $362,108. Specifically, $69,827 to Mr. Engel; $46,651 to Mr. Farkas; $34,913 to Mr. Calise; $32,095 to Mr. Kinard; $11,122 to Mr. Evans; and $167,500 to Mr. Shapiro.

(14) Concurrent with the closing of the offering, the Company will pay Mr. Calise a bonus of $25,000 for 2016 owed to him pursuant to his employment agreement, as determined by the Compensation Committee of the Board in 2017.

(15) Concurrent with the closing of the offering, the Company will pay accrued payroll taxes of $561,985 including $8,600 to be paid to employees for payments owed to them pursuant to the Company's 401(k) plan.

(16) Concurrent with the closing of the offering, the Company will pay accrued offering costs of $417,351, currently characterized as accounts payable.

(17) Concurrent with the closing of the offering, the Company will pay $67,032 owed to Chase Mortgage, Inc., pursuant to the Fourth Amendment to Secured Convertible Promissory Note dated September 5, 2017 with a monthly interest rate of 1.5%. The original Secured Convertible Promissory Note, dated as of November 13, 2014 was also amended February 20, May 1, and November 9 (all in 2015).

(18) Concurrent with the closing of the offering, the Company will: (i) issue 2,000 shares of Common Stock as payment of $10,000; and (ii) and pay $3,000 to Russ Klenet & Associates, Inc. Both payments will be made pursuant to the Settlement and Release Agreement between the Company and the counterparty, dated December 29, 2016 with the share payment divided by the assumed public offering price of $5.00.

(19) Concurrent with the closing of the offering, the Company will issue, in the aggregate, 11,034 shares of Common Stock to Sunrise Securities Corp. and Ardour in connection with placement agent fees related to the sale of Series C Preferred Stock in December 2014.

(20) Concurrent with the closing of the offering, the Company will issue 39,882 shares of Common Stock as payment of a total of $153,529 to both SemaConnect Inc. and their legal counsel pursuant to the Settlement Agreement dated June 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80% plus an additional 1,500 shares.

(21) Concurrent with the closing of the offering, the Company will issue 300,125 shares of Common Stock to Ardour in placement agent fees related to the JMJ Financing.

(22) Concurrent with the closing of the offering, the Company will issue 1,600 shares of Common Stock to IBIS Co. in connection with an introduction to an investor.

(23) $261,993 to be collectively repaid to Chase Mortgage, Inc. ($101,993) and SMS Real Estate LLC ($160,000) pursuant to Convertible Promissory Notes between the Company and each lender dated September 7, 2017.

(24) Concurrent with the closing of the offering, the Company will pay $193,168 to Douglas Stein pursuant to a Forbearance Agreement with the Company dated January 8, 2018 out of a total of $223,168 (the first $30,000 was paid by the Company to Mr. Stein on January 10, 2018).

(25) Concurrent with the closing of the offering, the Company will pay $234,000 to CLPF-Lincoln, LLC (the landlord of the Company's former offices in Miami Beach, FL) pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated January 19, 2018.

(26) Concurrent with the closing of the offering, the Company will issue 62,500 units of unregistered shares of Common Stock and warrants to JMJ as repayment of a $250,000 advance pursuant to a Letter Agreement between the Company and the counterparty, dated February 1, 2018.

(27) Concurrent with the closing of the offering, the Company will (i) issue 101,745 units of unregistered shares of Common Stock and warrants as repayment of a $406,981.47 debt and (ii) will pay $406,981.47 to Schafer & Weiner, PLLC. pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018.

(28) Concurrent with the closing of the offering, the Company will (i) issue 121,496 units of unregistered shares of Common Stock and warrants as repayment of a $485,982.05 debt and (ii) will pay $381,259.46 to Sunrise Securities Corp. pursuant to a Letter Agreement between the Company and the counterparty, dated February 3, 2018.

(29) Concurrent with the closing of the offering, the Company will (i) issue 120,000 shares of Common Stock as payment of $600,000 and (ii) will pay $50,000 to JNS pursuant to an asset purchase agreement entered into with the counterparty on February 2, 2018 in settlement of litigation.

The following table illustrates this per share dilution:

Assumed public offering price per share			$	5.00
Historical net tangible book value (deficit) per share as of September 30, 2017	$	(14.05)		
Pro forma increase in net tangible book value (deficit) as of September 30, 2017	$	2.64		
Pro forma net tangible book value (deficit) per share as of September 30, 2017	$	(11.41)		
Increase in historical net tangible book value per share attributable to existing investors in this offering	$	12.14		
Pro forma, as adjusted, net tangible book value (deficit) per share as of September 30, 2017 after giving effect to this offering			$	0.73
Dilution per share to new investors in this offering			$	4.27

If the underwriter's overallotment option is exercised in full, our pro forma as adjusted net tangible book value per share following this offering will be $0.88 per share, which amount represents an immediate increase in net tangible book value of $12.29 per share of our Common Stock to existing shareholders and an immediate dilution in net tangible book value of $4.12 per share of our Common Stock to new investors purchasing shares in this offering.

The outstanding historical share information in the table above is based on shares of Common Stock outstanding as of September 30, 2017 and excludes as of such date the following:

(i) Preferred Shares:

a. 2,200,000 shares of Common Stock issuable upon conversion of the 11,000,000 Series A Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series A Certificate of Designations;

b. 54,577 shares of Common Stock issuable upon conversion of the 8,250 Series B Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series B Certificate of Designations; and

c. 629,806 shares of Common Stock issuable upon conversion of 220,432 Series C Preferred Shares, issued and outstanding as of September 30, 2017, based on the Series C Certificate of Designations;

(ii) outstanding options to purchase an aggregate of 147,300 shares issuable upon exercise of outstanding options with a weighted average exercise price of $58.18, under our equity compensation plans; and

(iii) 266,143 shares of Common Stock issuable upon exercise of outstanding warrants with a weighted average exercise price of $48.33.

A $1.00 increase or decrease in the assumed public offering price per unit would increase or decrease our pro forma as adjusted net tangible book value per share after this offering by approximately $0.25 per share, and increase or decrease the dilution per share to new investors by approximately $0.75 per share, assuming the number of shares of Common Stock offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting the underwriting discount and estimated offering expenses payable by us.

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

On account of our email to members of the Blink Network to inform them of this offering, investors in this offering who received the email may have rescission rights. See "Risk Factors—Risks Related to the Offering—We may have a Contingent Liability Arising out of an Electronic Communication Sent by the Company to a Number of Prospective Investors in this Offering, which may Constitute a Potential Violation of Section 5 of the Securities Act." If a court were to grant such rescission rights, we would need to seek an opinion of counsel as to whether the units sold to such investors could continue to be classified as equity.

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

The following discussion and analysis of the financial condition and results of our operations should be read in conjunction with the "Summary Statements of Operations Data" and our consolidated financial statements and the notes to those statements appearing elsewhere in this prospectus. This discussion and analysis contains forward-looking statements reflecting our management's current expectations that involve risks, uncertainties and assumptions. Our actual results and the timing of events may differ materially from those described in or implied by these forward-looking statements due to a number of factors, including those discussed below and elsewhere in this prospectus particularly on page 10 entitled "Risk Factors".

Overview

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

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

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

As reflected in our unaudited condensed consolidated financial statements as of September 30, 2017, we had a cash balance, a working capital deficiency and an accumulated deficit of $9,062, $67,198,792 and $182,206,113, respectively. During the three and nine months ended September 30, 2017, we incurred a net loss of $93,620,432 and $101,134,331, respectively. These factors raise substantial doubt about our ability to continue as a going concern within a year after the issuance date of this filing, as expressed in the notes to our condensed consolidated financial statements. Historically, we have been able to raise funds to support our business operations, although there can be no assurance we will be successful.

Through April 16, 2014, 350 Green was our wholly-owned subsidiary in which we had full control and the Company was consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a variable interest entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a VIE and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. We determined that our Company is the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in our condensed consolidated financial statements.

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

On August 17, 2017, Car Charging Group, Inc. changed its name to Blink Charging Co. Effective August 29, 2017, pursuant to authority granted by the stockholders of the Company, the Company implemented the Reverse Split. The number of authorized shares remains unchanged. All share and per share information has been retroactively adjusted to reflect the Reverse Split for all periods presented, unless otherwise indicated.

Consolidated Results of Operations

Three Months Ended September 30, 2017 Compared With Three Months Ended September 30, 2016

Revenues

Total revenue for the three months ended September 30, 2017 was $606,899 compared to $748,950 a decline of $142,051, or 19%. The decline is attributed to a $48,557, or 24%, decline in product sales that decreased to $157,264 for the three months ended September 30, 2017 compared to $205,821 for the three months ended September 30, 2016. The decrease was primarily due to cost-cutting measures, limited resources during reorientation of operations, as well as lower volume of residential and commercial units sold during the three months ended September 30, 2017. The decrease is also attributable to a $56,148, or 79%, decline in grant and rebate revenue that decreased to $14,978 for the three months ended September 30, 2017 compared to $71,126 for the comparable 2016 period. Grants and rebates relating to equipment and the related installation are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. The ability to secure grant revenues is typically unpredictable and, therefore, uncertain. We have not recently received any new grants and, as a result, the 2017 revenue is related to the amortization of previous grants.

Charging service revenue from company-owned charging stations was $328,302 for the three months ended September 30, 2017 compared to $317,443 for the three months ended September 30, 2016, an increase of $10,859, or 3%. Charging service revenue derived from company-owned charging stations increased despite a $58,826 decrease in revenue from a program sponsored by Nissan North America that the Company has participated in since July 2014. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, a private company participating in this program began adding chargers to the program and the Company generated less revenue as a result of the decline in its percentage of chargers in the program. The Company expects revenues derived from this program during the balance of 2017 to continue to be lower than the revenues it derived from this program in the same periods in 2016.

Total revenue from warranty revenue, network fees and other revenue was $106,355 for the three months ended September 30, 2017 as compared to $154,560 for the three months ended September 30, 2016, a decrease of $48,205, or 31%. The decrease is primarily attributable to a decrease in non-company-owned fee-generating units on our network, which is included within other revenues, during the three months ended September 30, 2017 as compared to the prior period.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, repairs and maintenance, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the three months ended September 30, 2017 were $305,610 as compared to $694,656 for the three months ended September 30, 2016. The decrease is primarily attributable to a decrease of $135,576, or 72%, in warranty, repairs and maintenance, and network costs expense due to a lower cost of repairs provided by us as compared to repairs provided by third party vendors. Additionally, the decrease is due to a decrease of $77,104, or 12%, in total cost of revenues in connection with cost of charging services, host provider fees and cost of product sales, primarily due to a decrease in charging service revenues and equipment sales, as well as a reduction in depreciation and amortization expense that declined to $86,744 for the three months ended September 30, 2017 as compared to $263,110 for the three months ended September 30, 2016, as the underlying assets became fully depreciated since the 2016 period. There is a degree of variability in our gross margins related to charging services revenues from period to period primarily due to (i) the mix of revenue share payment arrangements, (ii) electricity reimbursements, and (iii) the costs of maintaining charging stations not currently in operation. Any variability in our gross margins related to equipment sales depends on the mix of products sold.

Operating Expenses

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

Compensation expense decreased by $483,819, or 31%, from $1,564,463 (consisting of approximately $1.3 million of cash compensation and approximately $0.3 million of non-cash compensation) for the three months ended September 30, 2016 to $1,080,644 (consisting of approximately $0.8 million of cash compensation and approximately $0.3 million of non-cash compensation) for the three months ended September 30, 2017. The decrease was primarily attributable to decreased cash commission expenses of approximately $315,000 earned by a company owned by our Executive Chairman as well as decrease of approximately $180,000 of payroll expenses due to decreased headcount as compared to the 2016 period.

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $114,847, or 34%, from $342,774 for the three months ended September 30, 2016 to $227,927 for the three months ended September 30, 2017. The decrease was primarily attributable to a reduction in rent expense, travel expense due to decreased travel, as well as a decreased in software development expenses in connection with generation 2 chargers.

General and administrative expenses decreased by $198,554, or 47%, from $420,953 for the three months ended September 30, 2016 to $222,399 for the three months ended September 30, 2017. The decrease was primarily attributable to a decrease in legal and professional fees of approximately of $183,639, and consulting fees of approximately $31,500, partially offset by an increase in credit card processing fees $17,715.

Other Expense

Other expense increased by $92,256,491, or 68,715%, from $134,260 for the three months ended September 30, 2016 to $92,390,751 for the three months ended September 30, 2017. The increase was primarily due to an increase in the non-cash change in fair value of warrant liabilities of approximately $71.8 million, which was primarily attributable to the quantity of warrants held by our Executive Chairman not being subject to our Reverse Split, which, as a result of the Reverse Split, caused them to increase in value. The increase in other expense was also attributable to a loss on settlement reserve of $12.5 million, which was primarily related to our default on our note with JMJ, as well as a non-cash loss on inducement of $7.6 million which related to exchange agreements whereby the value consideration received by the counterparty exceeded the carrying value of the liability.

Net Loss

Our net loss for the three months ended September 30, 2017 increased by $91,212,276 or 3,788%, to $93,620,432 compared to $2,408,156 for the three months ended September 30, 2016. The increase was primarily due to increased other expenses of $92,256,491. Our net loss attributable to common shareholders for the three months ended September 30, 2017 increased by $91,654,076, or 3,279%, from $2,794,856 to $94,448,932 for the aforementioned reasons and due to an increase in the dividend attributable to Series C Convertible Preferred shareholders of $441,800.

The increase in other expense was primarily due to an increase in the non-cash change in fair value of warrant liabilities of approximately $71.8 million, which was primarily attributable to the quantity of warrants held by our Executive Chairman not being subject to our Reverse Split, which, as a result of the Reverse Split, caused them to increase in value. The increase in other expense was also attributable to a loss on settlement reserve of $12.5, which was primarily related to our default on our note with JMJ, as well as a non-cash loss on inducement of $7.6 million which related to exchange agreements whereby the value consideration received by the counterparty exceeded the carrying value of the liability.

Nine Months Ended September 30, 2017 Compared With Nine Months Ended September 30, 2016

Revenues

Total revenue for the nine months ended September 30, 2017 was $1,735,493 compared to $2,459,496, a decline of $724,003, or 29%. The decline is primarily attributed to a $488,388, or 57%, decline in product sales that decreased to $367,808 for the nine months ended September 30, 2017 compared to $856,195 for the nine months ended September 30, 2016. The decrease was primarily due to cost-cutting measures, limited resources during reorientation of operations, as well as lower volume of residential and commercial units sold during the nine months ended September 30, 2017. The decrease is also attributable to a $134,492, or 59%, decline in grant and rebate revenue that decreased to $93,798 for the nine months ended September 30, 2017 compared to $228,290 for the comparable 2016 period. Grants and rebates relating to equipment and the related installation are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. The ability to secure grant revenues is typically unpredictable and, therefore, uncertain. We have not recently received any new grants and, as a result, the 2017 revenue is related to the amortization of previous grants.

Charging service revenue from company-owned charging stations was $879,428 for the nine months ended September 30, 2017 compared to $958,376 for the nine months ended September 30, 2016, a decrease of $78,948, or 8%. Charging service revenue from company-owned charging stations decreased primarily due to a $170,020 decrease in revenue from a program sponsored by Nissan North America that the Company has participated in since July 2014, partially offset by an increase in revenue of $91,071 from company-owned charging stations. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, a private company participating in this program began adding chargers to the program and the Company generated less revenue as a result of the decline in its percentage of chargers in the program. The Company expects revenues derived from this program during the balance of 2017 to continue to be lower than the revenues it derived from this program in the same periods in 2016.

Total revenue from warranty revenue, network fees and other revenue was $394,459 for the nine months ended September 30, 2017 as compared to $416,634 for the nine months ended September 30, 2016, a decrease of $22,175, or 5%. The decrease is primarily attributable to a decrease in non-company-owned fee-generating units on our network during the nine months ended September 30, 2017 as compared to the nine months ended September 30, 2016, partially offset by an increase in network fees as compared to the prior period.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, repairs and maintenance, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the nine months ended September 30, 2017 were $1,128,066 as compared to $2,253,190 for the nine months ended September 30, 2016. Cost of revenues decreased in virtually every category as compared to the 2016 period except for charging services which experienced an increase of $18,400, however, the decrease is primarily attributable to a decrease of $392,678, or 65%, in warranty and repairs and maintenance and network costs expense due to a lower cost of repairs provided by us as compared to repairs provided by third party vendors. Warranty and repairs and maintenance expense decreased as compared to the 2016 period primarily due to a lower cost of repairs provided by us as compared to repairs provided by third party vendors.

In addition, there was a decrease of $351,947, or 44%, in total cost of revenues in connection with cost of host provider fees and cost of product sales, primarily due to a decrease in charging service revenues and equipment sales, as well as a reduction in depreciation and amortization expense that declined to $298,168 for the nine months ended September 30, 2017 as compared to $697,067 for the nine months ended September 30, 2016, as the underlying assets became fully depreciated since the 2016 period. There is a degree of variability in our gross margins related to charging services revenues from period to period primarily due to (i) the mix of revenue share payment arrangements, (ii) electricity reimbursements, and (iii) the costs of maintaining charging stations not currently in operation. Any variability in our gross margins related to equipment sales depends on the mix of products sold.

Operating Expenses

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

Compensation expense decreased by $125,569, or 3%, from $4,217,250 (consisting of approximately $3.1 million of cash compensation and approximately $1.1 million of non-cash compensation) for the nine months ended September 30, 2016 to $4,091,681 (consisting of approximately $2.7 million of cash compensation and approximately $1.4 million of non-cash compensation) for the nine months ended September 30, 2017. The decrease was attributable decreased commission expenses of approximately $130,000 earned by a company owned by our Executive Chairman as well as decrease of approximately $290,000 of payroll expenses due to decreased headcount as compared to the 2016 period, partially offset by an increase in non-cash compensation expense primarily attributable to stock-based compensation issued to directors.

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $375,517, or 36%, from $1,057,147 for the nine months ended September 30, 2016 to $681,630 for the nine months ended September 30, 2017. The decrease was primarily attributable to a reduction in rent expense, travel expense due to decreased travel, as well as decreased IT expenses due to decreased call center expenses as the Company inaugurated their own internal call center in Phoenix, Arizona during 2016.

General and administrative expenses decreased by $284,188, or 27%, from $1,058,670 for the nine months ended September 30, 2016 to $774,482 for the nine months ended September 30, 2017. The decrease was primarily attributable to a decrease in accounting expenses of approximately of $200,905 and consulting expenses of approximately $106,500, partially offset by an increase in legal and professional fees of approximately $74,311.

During the nine months ended September 30, 2017, we incurred lease termination costs of $300,000 which represents the fair value of our remaining under our lease agreement.

Other Expense

Other expense increased by $92,865,802, or 3,067%, from $3,028,163 for the nine months ended September 30, 2016 to $95,893,965 for the nine months ended September 30, 2017. The increase was primarily due to an increase in the non-cash change in fair value of warrant liabilities of approximately $70.4 million, which was primarily attributable to the quantity of warrants held by our Executive Chairman not being subject to our Reverse Split, which, as a result of the Reverse Split, caused them to increase in value. The increase in other expense was also attributable to a loss on settlement reserve of $13.0, which was primarily related to our default on our note with JMJ, as well as a non-cash loss on inducement of $7.6 million which related to exchange agreements whereby the value consideration received by the counterparty exceeded the carrying value of the liability.

Net Loss

Our net loss for the nine months ended September 30, 2017 increased by $91,979,407, or 1,005%, to $101,134,331 as compared to $9,154,924 for the nine months ended September 30, 2016. The increase was primarily due an increase in other expenses of $92,865,802. Our net loss attributable to common shareholders for the nine months ended September 30, 2017 increased by $92,283,307, or 912%, from $10,225,324 to $103,508,631 for the aforementioned reasons and due to an increase in the dividend attributable to Series C Convertible Preferred shareholders of $1,303,900.

The increase in other expense was primarily due to an increase in the non-cash change in fair value of warrant liabilities of approximately $70.4 million, which was primarily attributable to the quantity of warrants held by our Executive Chairman not being subject to our Reverse Split, which, as a result of the Reverse Split, caused them to increase in value. The increase in other expense was also attributable to a loss on settlement reserve of $13.0, which was primarily related to our default on our note with JMJ, as well as a non-cash loss on inducement of $7.6 million which related to exchange agreements whereby the value consideration received by the counterparty exceeded the carrying value of the liability.

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

Revenues

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

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

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

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

Cost of Revenues

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

Gross Profit

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

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

Operating Expenses

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

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

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

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

Other (Expense) Income

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

Net Loss

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

Liquidity and Capital Resources

During the nine months ended September 30, 2017, we financed our activities from proceeds derived from debt and equity financing. A significant portion of the funds raised from the sale of capital stock have been used to cover working capital needs and personnel, office expenses and various consulting and professional fees.

For the nine months ended September 30, 2017 and 2016, we used cash of $2,020,021 and $1,913,463, respectively, in operations. Our cash use for the nine months ended September 30, 2017 was primarily attributable to our net loss of $101,134,331, adjusted for net non-cash expenses in the aggregate amount of $84,498,217, partially offset by $14,616,093 of net cash provided by changes in the levels of operating assets and liabilities. Our cash used in operating activities for the nine months ended September 30, 2016 was primarily attributable to our net loss of $9,154,924, adjusted for non-cash expenses in the aggregate amount of $5,383,069, partially offset by $1,858,392 of net cash provided by changes in the levels of operating assets and liabilities.

During the nine months ended September 30, 2017, cash used in investing activities was $12,681, which was used to purchase charger cables. Net cash used in investing activities was $80,463 during the nine months ended September 30, 2016, which was used to purchase charging stations and other fixed assets.

Net cash provided by financing activities for the nine months ended September 30, 2017 was $2,035,866, of which, $2,067,745 was provided in connection with the issuance of various forms of notes payable and $84,144 provided from bank overdrafts, partially offset by the payment of $38,263 of associated with future offering costs and $72,945 of debt issuance costs as well as the repayment of notes payable of $4,815. Cash provided by financing activities for the nine months ended September 30, 2016 was $1,813,827, of which, $1,314,620 of net proceeds (gross proceeds of $1,367,120 less issuance costs of $52,500) were from the sale of Series C Convertible Preferred Stock and warrants, $600,000 was provided in connection with proceeds from the issuance of convertible notes to a related party, partially offset by the repayment of notes payable of $135,428.

We expect that through the next 12 months from the date of this filing, we will require external funding to sustain operations and to follow through on the execution of our business plan. There can be no assurance that our plans will materialize and/or that we will be successful in our efforts to obtain the funding to cover working capital shortfalls. Given these conditions, there is substantial doubt about our ability to continue as a going concern and our future is contingent upon our ability to secure the levels of debt or equity capital we need to meet our cash requirements. In addition, our ability to continue as a going concern must be considered in light of the problems, expenses and complications frequently encountered by entrants into established markets, the competitive environment in which we operate and the current capital raising environment.

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

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

Through September 30, 2017, we incurred an accumulated deficit since inception of $182,206,113. As of September 30, 2017, we had a cash balance and working capital deficit of $9,062 and $67,198,792, respectively. During the nine months ended September 30, 2017, we incurred a net loss of $101,134,331. These conditions raise substantial doubt about our ability to continue as a going concern within one year after the issuance date of this filing.

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

Recent Developments

Securities Purchase Agreement with JMJ Financial

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

If we do not repay the Promissory Note on the maturity date (currently February 15 , 2018) and if we issue a variable security at any time the Promissory Note is outstanding, then in such event JMJ shall have the right to convert all or any portion of the outstanding balance of the Promissory Note into shares of Common Stock on the same terms as granted in any applicable variable security issued by us.

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

The initial amount borrowed under the Promissory Note was $500,000, with the remaining amounts permitted to be borrowed under the Promissory Note being subject to us achieving certain milestones. With the achievement of certain milestones in November 2016 (the filing with the SEC of a Preliminary Information Statement on Schedule 14C regarding the Reverse Stock Split), an additional advance of $500,000 under the Promissory Note occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017 (the filing with the SEC of a revised Preliminary Information Statement and a Definitive Information Statement, each on Schedule 14C regarding the Reverse Stock Split), additional advances of $225,100 and $300,000 under the Promissory Note occurred on February 10 and February 27, respectively. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively. All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 shares of the Company's Common Stock was issued on the same date. On July 27, 2017, an additional advance of $50,000 was made to the Company and another warrant to purchase 1,429 shares of the Company's Common Stock was issued to JMJ. The Company and JMJ entered into the Additional Agreement on October 23, 2017. In accordance with the terms of the Additional Agreement, on October 24, 2017, JMJ advanced to the Company $949,900 available pursuant to previous agreements with JMJ. As of January 29, 2018, ten (10) warrants to purchase a total of 100,001 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $3,500,000.

The Additional Agreement extended the Maturity Date to December 15, 2017 (subsequently extended to February 15 , 2018). In addition, JMJ has claimed that the Company would owe JMJ $12 million as a mandatory default amount pursuant to previous agreements with the Company. JMJ agreed to allow the Company to have two options for settling a previously issued note (including settling the mandatory default amount for either $1.1 million or $2.1 million), securing a lockup agreement from JMJ, and exchanging previously issued warrants for shares of the Common Stock. Each of these options depends upon this offering closing by December 15, 2017 (subsequently extended to February 15 , 2018). The option chosen is at the Company's sole discretion.

The first option is that the Company, upon the closing of this offering: (a) will pay $2.0 million in cash to JMJ; and (b) will issue shares of Common Stock to JMJ with a value of $9,005,000 (including the Origination Shares). The second option is that the Company, upon the closing of this offering, will not pay any cash to JMJ and will issue shares of Common Stock to JMJ with a value of $12,005,000 (including the Origination Shares). In each case, the Company will issue such number of duly and validly issued, fully paid and non-assessable shares of Common Stock equal to the amount in question divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock price of this offering, or (iv) 80% of the unit price of this offering (if applicable), or (v) the exercise price of any warrants issued in this offering. Prior to the Company choosing the option at the closing, JMJ could elect to receive some or all of the share consideration (to be issued pursuant to either option) discussed in this paragraph in the form of convertible preferred stock. JMJ made this election on January 29, 2018.

Unless otherwise stated, this prospectus assumes the Company will choose the second option and not pay any cash to JMJ.

On November 29, 2017, the Company and JMJ entered into the first amendment to the Additional Agreement, extending the Maturity Date to December 31, 2017. On January 4, 2018, the Company and JMJ entered into the second amendment to the Additional Agreement, extending the Maturity Date to January 31, 2018. On February 1, 2018, the Company and JMJ entered into the third amendment to the Additional Agreement, extending the Maturity Date to February 10, 2018. On February 7, 2018, the Company and JMJ entered into the fourth amendment to the Additional Agreement, extending the Maturity Date to February 15, 2018.

On the fifth (5th) trading day after the closing of this offering, but in no event later than February 15 , 2018, we will deliver the Origination Shares to JMJ. If this offering does not occur prior to February 15 , 2018 and JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above. The Origination Shares will now be issued in the form of Series D Preferred Stock to be issued pursuant to the Additional Agreement.

Pursuant to an election by JMJ permitted by the Additional Agreement, the Company will issue to JMJ shares of Series D Preferred Stock convertible into 3,001,250 shares of Common Stock, based on an assumed public offering price of $5.00 per share, to reflect the full payment of all dollar amounts and share amounts owed in connection with the JMJ Financing. Because the Series D Preferred Stock is convertible into shares of our Common Stock, upon JMJ's conversion of the Series D Preferred Stock into shares of our Common Stock holders of our Common Stock will experience dilution.

Separately from and unrelated to the JMJ Financing, JMJ lent $250,000 to the Company on January 22, 2018. We will be issuing units of unregistered shares of Common Stock and warrants as repayment of this $250,000 advance at the closing of the offering.

350 Green

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

Non-Cash Expense

On August 29, 2017, following the effectiveness of the Reverse Stock Split, FGI exercised, on a cashless basis, its 3.1 million warrant shares, accounted for as derivative liabilities, not subject to the Reverse Stock Split. The Company issued 2,990,404 shares of Common Stock to FGI as a result of the cashless exercise. As a result, since the exercised warrants were previously classified as a derivative liability, the Company recorded a mark-to-market adjustment during the three months ended September 30, 2017 of approximately $43.9 million which was included within change in fair value of warrant liabilities on the condensed consolidated statement of operations. On November 20, 2017, JMJ confirmed in writing that it would not pursue a price reset of its outstanding warrants as a result of the FGI warrant exercise. The Company expects that this will result in a substantial reduction of the fair market value of JMJ's derivative liabilities ($25 million on the September 30, 2017 balance sheet) in the fourth quarter of 2017.

On December 6, 2017, the Company and Mr. Farkas signed a letter agreement, pursuant to which, Mr. Farkas, on behalf of FGI, agreed that upon the closing of this offering, FGI will cancel 2,930,596 of its shares of Common Stock (of the 2,990,404 received).

Critical Accounting Policies

There are no material changes from the critical accounting policies set forth in "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Form 10-K for the year ended December 31, 2016 filed with the SEC on April 14, 2017. Please refer to that document for disclosures regarding the critical accounting policies related to our business.

Off-Balance Sheet Arrangements

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

Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The core principle of the standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASU 2014-09 defines a five-step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The guidance in ASU 2014-09 was revised in July 2015 to be effective for interim periods beginning on or after December 15, 2017 and should be applied on a transitional basis either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. In 2016, FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations, however, based on its preliminary analysis, the Company does not believe the adoption of these ASUs will have a material impact on its condensed consolidated financial position and results of operations.

In May 2017, the FASB issued ASU No. 2017-09, "Compensation—Stock Compensation (Topic 718)" ("ASU 2017-09"). ASU 2017-09 provides clarity on the accounting for modifications of stock-based awards. ASU 2017-09 requires adoption on a prospective basis in the annual and interim periods for our fiscal year ending December 31, 2019 for share-based payment awards modified on or after the adoption date. The Company is currently evaluating the effect that adopting this new accounting guidance will have on its condensed consolidated financial statements and related disclosures.

In July 2017, the FASB issued ASU 2017-11, Earnings Per Share (Topic 260) and Derivatives and Hedging (Topic 815) - Accounting for Certain Financial Instruments with Down Round Features. Equity-linked instruments, such as warrants and convertible instruments may contain down round features that result in the strike price being reduced on the basis of the pricing of future equity offerings. Under the ASU, a down round feature will no longer require a freestanding equity-linked instrument (or embedded conversion option) to be classified as a liability that is remeasured at fair value through the income statement (i.e. marked-to-market). However, other features of the equity-linked instrument (or embedded conversion option) must still be evaluated to determine whether liability or equity classification is appropriate. Equity classified instruments are not marked-to-market. For earnings per share ("EPS") reporting, the ASU requires companies to recognize the effect of the down round feature only when it is triggered by treating it as a dividend and as a reduction of income available to common shareholders in basic EPS. The amendments in this ASU are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted, including adoption in any interim period. The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

In August 2017, the FASB issued ASU No. 2017-12, Derivatives and Hedging (Topic 815), Targeted Improvements to Accounting for Hedging Activities ("ASU 2017-12") which is intended to better align an entity's risk management activities and its financial reporting for hedging relationships. ASU 2017-12 will change both the designation and measurement guidance for a qualifying hedging relationship and the presentation of the impact of the hedging relationship on the entity's financial statements. In addition, ASU 2017-12 contains targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness and eliminates the requirement for an entity to separately measure and report hedge ineffectiveness. For public companies, these amendments are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the effect that adopting this new accounting guidance will have on its condensed consolidated financial statements and related disclosures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2017. The term “disclosure controls and procedures,” as defined in Rule 13a-15 under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Based on our evaluation, our Chief Executive Officer concluded that, as of September 30, 2017, our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weaknesses described below.

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

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

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

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

During July 2017, we appointed Robert Schweitzer to our audit committee, who we have determined meets the requirements of a financial expert as defined under the applicable rules and regulations of the SEC and who has the requisite financial sophistication as defined under the applicable rules and regulations of NASDAQ. Our Board has considered the independence and other characteristics of each of the three members of our audit committee, and our Board believes that each member meets the independence and other requirements of NASDAQ and the SEC. As part of its duties, the audit committee will assist our management in the establishment and monitoring of our internal controls and procedures.

In November 2017, the audit committee, as currently comprised, conducted its first review of the interim financial statements for the period ended September 30, 2017. Our management believes that the controls implemented in relation to the audit committee are sufficient to address the above weakness on a go forward basis, however, they have concluded that as of September 30, 2017, our disclosure controls were not effective.

Notwithstanding the assessment that our disclosure controls and procedures and our internal controls over financial reporting were not effective and that there are material weaknesses as identified herein, we believe that our condensed consolidated financial statements for the period ended September 30, 2017 fairly present our financial position, results of operations and cash flows for the periods covered thereby in all material respects.

BUSINESS

Overview

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

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

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

We have strategic partnerships across numerous transit/destination locations, including airports, auto dealers, healthcare/medical, hotels, mixed-use, municipal locations, multifamily residential and condos, parks and recreation areas, parking lots, religious institutions, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations. As of January 29, 2018, we have approximately 14,102 charging stations deployed of which 4,733 are Level 2 commercial charging units, 114 DC Fast Charging EV chargers and 2,027 residential charging units in service on the Blink Network. Additionally, we currently have approximately 323 Level 2 commercial charging units on other networks and there are also approximately an additional 6,905 non-networked, residential Blink EV charging stations. The non-networked, residential Blink EV charging stations are all partner owned.

Industry Overview

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

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

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

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

Our EV Charging Solutions

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

EV Charging Products

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

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

We intend to enhance our current equipment offerings by developing and offering new generations of EV charging equipment in the second half of 2018. Blink's next generation of EV charging equipment, which we anticipate will be manufactured by Liteon, offers a modern, stylish appearance, the versatility of both wall and pedestal configurations, and peer-to-peer architecture, which provides the ability to support a single primary charger and multiple secondary chargers. Additionally, the next generation of our EV charging hardware is intended to considerably reduce the current standard charging times within the industry and add new robust Blink Network features, including near-field communication (NFC) payment capabilities.

EV Charging Services

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

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

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

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

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

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

Competitive Advantages/Operational Strengths

Early Mover Advantage: We continue to leverage our large and defendable first mover advantage and the digital customer experience we have created for both drivers and Property Partners. We have more than 114,000 drivers currently registered with Blink that appreciate the value of EV charging sessions on a leading, established, and robust network. We have thousands of Blink chargers deployed across the United States and the goal is to keep our Property Partners on one consistent network when expanding on any given property.

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

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

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

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

Our Strategy

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

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

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

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

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

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

Sales

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

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

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

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

Our Customers and Partners

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

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

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

Competition

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

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

Government Regulation and Incentives

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

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

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

CESQG

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

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

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

- General Safety for all employees- includes health hazard communication, emergency exit plans, electrical safety-related work practices, office safety, and hand and hand-powered tools.

- Technicians and Engineers- Only authorized persons (technicians and engineers) perform product testing and repair in the production and engineering areas of the facility. Also, including those engineers involved in field service work. Regulations include control of hazardous energy, and personal protective equipment.

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

We are in full compliance with the environmental regulations in the General Industry category applicable to us as a CESQG.

OSHA

We are subject to the Occupational Safety and Health Act of 1970, as amended (“OSHA”). OSHA establishes certain employer responsibilities, including maintenance of a workplace free of recognized hazards likely to cause death or serious injury, compliance with standards promulgated by the Occupational Safety and Health Administration and various record keeping, disclosure and procedural requirements. Various standards, including standards for notices of hazards, safety in excavation and demolition work and the handling of asbestos, may apply to our operations. We are in full compliance with OSHA regulations.

NEMA

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

CAFÉ Standards

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

Intellectual Property

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

As of January 29, 2018, we had 4 patents issued in the U.S. (in the name of Ecotality, Inc., whose assets we acquired in October 2013). These patents relate to various EV charging station designs. We intend to continue to regularly assess opportunities for seeking patent protection for those aspects of our technology, designs and methodologies that we believe provide a meaningful competitive advantage. However, our ability to do so may be limited until such time as we are able to generate cash flow from operations or otherwise raise sufficient capital to continue to invest in our intellectual property. For example, maintaining patents in the United States and other countries requires the payment of maintenance fees which, if we are unable to pay, may result in loss of our patent rights. If we are unable to do so, our ability to protect our intellectual property or prevent others from infringing our proprietary rights may be impaired.

Employees

As of January 29, 2018, we have 21 full-time and 8 part-time employees. Our full-time employees work in the following places: 10 are located at our headquarters in Hollywood, Florida, 7 full-time employees and 8 part-time employees are located in Phoenix, Arizona, 1 full-time employees are located in Los Gatos, California, 1 full-time employee located in the greater Los Angeles, California area, 1 full-time employee is located in New York, New York and 1 full-time employee is located in Portland, Oregon. None of our employees are represented by a union or covered by a collective bargaining agreement. We have not experienced any work stoppages and we consider our relationship with our employees to be good.

Other Corporate Information

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

On January 29, 2018, the Board revised the bylaws of the Company such that the quorum for a meeting of shareholders shall be the holders of thirty-three and 34/100 percent (33.34%) of the issued and outstanding shares of the Company entitled to vote at a meeting.

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

Property

We maintain our principal offices at 3284 N 29th Court, Hollywood, Florida 33020. We also had a five-year sublease for office and warehouse space in Phoenix, Arizona beginning December 1, 2013 and ending November 30, 2018. On February 28, 2017, we vacated the Phoenix, Arizona space and we have no further obligations in connection with the sublease. On May 22, 2017, the Company entered into a lease for 11,457 square feet of office and warehouse space in Phoenix, Arizona beginning June 1, 2017 and ending July 31, 2019. Monthly lease payments range from approximately $6,300 to $6,600 (with the Company paying approximately $6,300 in total during the first three months of the lease) for a total of approximately $155,000 for the total term of the lease.

Legal Proceedings

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

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

350 GREEN, LLC

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

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and the Company in separate breach of contract counts and names all three entities together in an unjust enrichment claim. The Company and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold the Company or 350 Green liable for a contract to which they are not parties. The Company settled with Sheetz and the parties signed two agreements on February 23, 2017: a General Release and Settlement Agreement and a Exclusive Electronic Vehicle Charging Services Agreement. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action between 350 Holdings or the Company. The Exclusive Electronic Vehicle Charging Services Agreement with Sheetz is for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five year renewal unless written notice for the contrary is provided.

Concurrent with the closing of the offering, the Company will pay the former principals of 350 Green LLC $25,000 in installment debt and $50,000 within 60 days thereafter in settlement of a $360,000 debt (inclusive of imputed interest) in accordance with a Settlement Agreement between the parties dated August 21, 2015 resulting in a gain of $285,000.

LITIGATION UPDATES

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

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893, which has been confirmed and converted into a judgment by the Superior Court of Fulton County, Georgia on August 7, 2017 in the amount of $179,168, inclusive of court costs, which continues to accrue both interest at the rate of 7.25% per annum on that amount (since February 28, 2014), and costs to-date of $40,000 which are hereby added to the foregoing judgment amount (all of which was accrued at September 30, 2017). In connection with perfecting the Georgia judgment in the State of New York, Mr. Stein served an Information Subpoena with Restraining Notice dated September 12, 2017 on the Representative (the "Restraining Notice"). The Restraining Notice seeks to force the Representative to pay the judgment amount directly out of the proceeds of this offering. On January 8, 2018, the Company and Mr. Stein signed a Forbearance Agreement pursuant to which Mr. Stein released the Representative from any restraints as a result of the Restraining Notice. The Company paid $30,000 to Mr. Stein on January 10, 2018. Concurrent with the closing of the offering, the Company will pay $193,168 to Douglas Stein. The Representative may seek to withdraw as the underwriter of the Company's registered offering if Mr. Stein does not withdraw the Restraining Notice.

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. On May 9, 2017, the Company issued 7,281 shares of Common Stock to Solomon Edwards Group, LLC in satisfaction of $121,800 of the Company's liability. The Company will pay $63,445 to Solomon Edwards Group LLC over the course of eleven (11) months pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated November 28, 2017.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. On July 26, 2017, the District Court denied the Company's motion to dismiss the Company from the suit. The Company filed its answer and affirmative defenses to the second amended complaint on August 17, 2017. The deadline for the parties to complete discovery was December 8, 2017. The next status hearing on the matter is set for March 1, 2018. We believe our legal position is strong on any potential corporate veil-piercing arguments with regard to our former subsidiary, however, if this position is challenged and not upheld, it could have a material adverse effect on our business. As of September 30, 2017, the Company accrued a $750,000 liability in connection with its settlement offer to JNS. On February 2, 2018, the parties entered into an asset purchase agreement whereby the parties have agreed to settle the litigation. The Company will purchase back the EV chargers it previously sold to JNS for: (a) shares of Common Stock worth $600,000 with a price per share equal to the price per share of this offering; (b) $50,000 cash payment within ten days of the closing of this offering; and (c) $100,000 cash payment within six months following the closing of this offering. JNS will file a motion to dismiss the lawsuit without prejudice within three business days of the $50,000 payment. JNS will file a motion to convert the dismissal without prejudice to dismissal with prejudice within three business days of the $100,000 payment.

On March 20, 2017, in connection with the Company's Miami Beach, Florida lease, the Company's landlord filed a complaint for eviction with the Miami-Dade County Court against the Company as a result of the Company's default under the lease for failing to pay rent, operating expenses and sales taxes of approximately $175,000, which represents the Company's obligations under the lease through March 31, 2017, which was accrued for as of September 30, 2017. Concurrent with the closing of the offering, the Company will pay $234,000 to the landlord pursuant to a Settlement Agreement and Release between the Company and the counterparty, dated January 19, 2018.

DIRECTORS AND EXECUTIVE OFFICERS

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

Name	Age	Principal Positions With Us
Michael D. Farkas	45	Executive Chairman of the Board of Directors (Principal Executive Officer)
Michael J. Calise	57	Chief Executive Officer (Interim Principal Financial Officer, and Interim Principal Accounting Officer) and Director
Andy Kinard	52	President
Ira Feintuch	46	Chief Operating Officer
Andrew Shapiro	49	Director
Donald Engel	85	Director
Robert C. Schweitzer	71	Director

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

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

Mr. Farkas served as our Chief Executive Officer from 2010 through July 24, 2015. Mr. Farkas has served as a member of the Board since 2010 and has been the Executive Chairman of the Board since January 1, 2015. Mr. Farkas is the founder and manager of FGI, a privately held investment firm. Mr. Farkas is the founder and CEO of Balance Labs, Inc., a consulting firm that provides business development and consulting services to startup development stage business. Mr. Farkas is a director at Balance Labs Inc. Mr. Farkas also currently holds the position of Chairman and Chief Executive Officer of the Atlas Group, where its subsidiary, Atlas Capital Services, was a broker-dealer that had successfully raised capital for a number of public and private clients until it withdrew its FINRA registration in 2007. Over the last 20 years, Mr. Farkas has established a successful track record as a principal investor across a variety of industries, including telecommunications, technology, aerospace and defense, agriculture, and automotive retail. Mr. Farkas attended Brooklyn College where he studied Finance.

Based on his work experience and education, we have deemed Mr. Farkas fit to serve on the Board and as our principal executive officer.

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

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

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

Andy Kinard, President

Mr. Kinard has served as our President since November 2009. From November 2009 to July 2017, Mr. Kinard was a member of the Board. Prior to his joining the Company Mr. Kinard sold electric vehicles in Florida for Foreign Affairs Auto from 2007 to 2009. From 2004 through 2005, he marketed renewable energy in Florida and was a Guest Speaker at the World Energy Congress. His first employer was Florida Power & Light ("FPL"), a power utility company, where he worked for 15 years. In his early years, his focus was on engineering. During his tenure at FPL, he performed energy analysis for large commercial accounts, and ultimately became a Certified Energy Manager. Simultaneously, Mr. Kinard was assigned to FPL's electric vehicle program. FPL had their own fleet of electric vehicles that they used to promote the technology. He also served on the Board of Directors of the South Florida Manufacturing Association for 4 years. He has city, county, and state contacts throughout Florida, and has attended every car show and green fair in the state of Florida. Mr. Kinard holds a B.S. in Engineering from Auburn University.

Ira Feintuch, Chief Operating Officer

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

Andrew Shapiro, Director

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

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

Donald Engel, Director

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

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

Robert Schweitzer, Director

Mr. Schweitzer has served on our Board since July 17, 2017. Mr. Schweitzer is currently the chief executive officer of RCS Mediation & Consulting LLC, which he founded in 2012. Mr. Schweitzer served as the President and Chief Operating Officer of Shay Investment Services Inc. from 2007 to 2012. Mr. Schweitzer was the President and Chief Executive Officer of Equinox Bank FSB and has been on the Board of Directors for eight companies, including two NASDAQ companies (1-800-PetMeds and RiceBran Technologies). Mr. Schweitzer holds a B.S. in mathematics from the United States Naval Academy and an M.B.A in finance from the University of North Carolina at Chapel Hill.

Based on his work experience, positions held within the financial services industry and his education, we have deemed Mr. Schweitzer fit to serve on the Board.

Family Relationships

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

Director Independence

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

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

Board Composition

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

In addition, the Series C Certificate of Designation entitles the holders of our Series C Preferred Shares, exclusively and as a separate class, to elect one of our directors, whom we will refer to as our Series C Director. The Series C Director may be removed without cause, and only by the affirmative vote of the holders of the shares of our Series C Preferred Shares. Since the resignation of Kevin Evans on December 8, 2016, the Board has not had a Series C Director. The holders of our Series C Preferred Shares have the right to appoint a new Board member. Since February 7, 2017, BLNK Holdings, for which Mr. Farkas has voting power and investment power with regard to this entity’s holdings, owns over 75% of the Series C Preferred Shares outstanding.

Board Committees

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

Audit Committee

Our audit committee was established on December 3, 2013 to oversee our corporate accounting and financial reporting processes. Our audit committee, among other things, is responsible for:

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

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

Our audit committee operates under a written charter that satisfies the applicable standards of the SEC and NASDAQ.

Compensation Committee

Our compensation committee was established on December 3, 2013 to oversee our corporate compensation policies, plans and benefit programs. Our compensation committee is, among other things, responsible for:

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

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

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

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee was established on December 3, 2013. Our nominating and corporate governance committee is comprised of Messrs. Shapiro, Schweitzer, and Engel. Mr. Shapiro is chairman of our nominating and corporate governance committee. Our nominating and corporate governance committee operates under a written charter. Under our policy, the independent directors of our Board nominate our directors. When evaluating director nominees, our directors consider the following factors:

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

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

Code of Business Conduct and Ethics

The Company adopted a Code of Business Conduct and Ethics as of December 3, 2013. Our Code of Business Conduct and Ethics applies to all of our employees, officers and directors, including our principal executive and senior financial officers. A copy of our Code of Business Conduct and Ethics is posted on our website at www.blinkcharging.com. Our website and the information contained in, or accessible through, our website will not be deemed to be incorporated by reference into this prospectus and does not constitute part of this prospectus. A copy of our Code of Business Conduct and Ethics will be provided without charge to any person submitting a written request to the attention of the Chief Executive Officer at our principal executive office.

Involvement in Certain Legal Proceedings

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

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

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

Term of Office

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

Section 16(a) Beneficial Ownership Reporting Compliance

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

EXECUTIVE COMPENSATION

Summary Compensation Table

The following summary compensation table sets forth all compensation awarded to, earned by, or paid to the named executive officers paid by us during the years ended December 31, 2017, 2016, 2015 in all capacities. In 2015, 2016, and 2017, the named executive officers of the Company were Michael Farkas (Executive Chairman and Chief Executive Officer from January 2015 through July 2015 and Executive Chairman thereafter); Michael Calise (Chief Executive Officer from July 2015 to the present); and Ira Feintuch (Chief Operating Officer).

Name and Principal Position	Year	Salary	Bonus	Stock Awards (1)	Option Awards (1)	All Other Compensation	Total
Andy Kinard,	2017	$ 60,000	$ -	$ -	$ -	$ 17,391(2)	$ 77,391
President	2016	$ 60,266	$ -	$ 3,000	$ 930	$ 64,491(2)	$ 128,686
	2015	$ 74,949	$ -	$ 12,000	$ 3,868	$ 11,621(2)	$ 102,438
Michael D. Farkas,	2017	$ 981,563(4)	$ -	$ 677,125(4)	$ 79,383(4)	$ 382,047(4)	$ 2,120,118
Executive Chairman (3)	2016	$ -	$ -	$ 15,000	$ 3,226	$ 362,792(4)	$ 381,018
	2015	$ 460,000(5)	$ -	$ 18,000	$ 4,849	$ 225,134(4)	$ 707,983
Michael J. Calise	2017	$ 286,450	$ -	$ -	$ -	$ 169,847(7)	$ 456,297
Chief Executive Officer (6)	2016	$ 275,000	$ 100,000(7)	$ 3,000	$ 930	$ 82,098(7)	$ 461,028
	2015	$ 114,583	$ 25,000	$ 75,000	$ 302,850	$ -	$ 517,433
Ira Feintuch	2017	$ 250,000	$ -	$ -	$ 26,402(4)	$ 46,725(9)	$ 323,127
Chief Operating Officer (8)	2016	$ 250,000	$ -	$ -	$ -	$ 249,428(9)	$ 499,428
	2015	$ 270,833	$ -	$ 1,750,000	$ -	$ 90,972(9)	$ 2,111,805

(1) The amounts reported in these columns represent the grant date fair value of the stock and options awards granted during the years ended December 31, 2017, 2016, and 2015, calculated in accordance with FASB ASC Topic 718.

(2) Mr. Kinard received $14,391, $12,966 and $11,621 of Company paid health insurance benefits in calendar years 2017, 2016, and 2015, respectively.

Mr. Kinard received $3,000 of Company paid electric vehicle expenses in calendar year 2017.

Mr. Kinard earned the right to various options and Common Stock for each Board Meeting and each committee meeting of the Board attended during the year ended December 31, 2016. The Company accrued $51,525 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

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

(4) Mr. Farkas received $60,000 of salary in the form of cash in calendar year 2017. Pursuant to the Third Amendment and the Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017, the Company has accrued $921,563 ($397,500 for 2017; $483,750 for 2016; and $40,313 for 2015) in salary to be paid in the form of shares of Common Stock.

On November 27, 2017, Mr. Farkas received 114,767 shares of Common Stock in exchange for: (i) warrants to purchase 100 shares with an exercise price of $7.50 per share; and (ii) unissued warrants that were owed to Mr. Farkas to purchase (a) 2,000 shares with an exercise price of $9.50 per share; (b) 68,667 shares with an exercise price of $21.50 per share; and (c) 44,000 shares with an exercise price of $37.00 per share. These 114,767 shares are valued at that day's last reported sales price of $5.90 for a total of $677,125.

The 15,240 shares of Common Stock issuable to Mr. Farkas upon exercise of options to be issued pursuant to the Compensation Agreement with the options having a weighted average exercise price of $34.06 are valued at $24,336 as of December 31, 2017 (as calculated in accordance with FASB ASC Topic 718).

The 15,000 shares of Common Stock issuable to Mr. Farkas upon exercise of options to be issued as replacements of expired options with the options having a weighted average exercise price of $5.30 are valued at $55,047 as of December 31, 2017 (as calculated in accordance with FASB ASC Topic 718).

Mr. Farkas received $18,142, $17,160 and $14,634 of Company paid health insurance benefits in calendar years 2017, 2016, and 2015, respectively.

FGI also earned commissions in the years ended December 31, 2017, 2016 and 2015 of $351,795, $222,500 (the Company accrued $138,500 of cash that was due and $84,000 of compensation expense related to the contractual obligation to issue options and warrants as of December 31, 2016) and $187,750, respectively, in commissions relating to the installation of chargers ($47,750 was paid in cash and $140,000 was paid in Series C Preferred Shares as of December 31, 2015) and FGI also earned a placement fee commission of $52,500 that the Company accrued for as of December 31, 2016. Of the commissions earned in 2015 by Mr. Farkas, $140,000 was satisfied by the issuance of Series C Preferred Shares in 2015. Pursuant to his amended Employment Agreement, Mr. Farkas also earned the right to various options and Common Stock for each Board Meeting and each committee meeting of the Board attended during the year ended December 31, 2016. The Company accrued $70,107 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2016.

The Company accrued $351,795 in 2017 commissions to be paid in the form of shares of Common Stock.

Mr. Farkas received $7,266 of Company paid car lease payment and car insurance expenses in calendar year 2017. The Company accrued $4,844 of car lease payment and car insurance expenses in calendar year 2017 owed.

(5) Of the salary of $460,000 earned in 2015 by Mr. Farkas, $240,000 was paid in cash during 2015, $80,000 was unpaid as of December 31, 2015 and $140,000 was satisfied by the issuance of Series C Preferred Shares in 2015. Concurrent with the closing of this offering, the Company will pay Mr. Farkas the $80,000 owed for the period of July 24, 2015 through November 24, 2015.

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

(7) The Company had accrued a $100,00 bonus owed to Mr. Calise in 2016 pursuant to his employment agreement. In 2017, the Compensation Committee of the Board determined that the Company would pay a $25,000 bonus to Mr. Calise for 2016 at the closing of the offering rather than the $100,000 previously accrued.

Mr. Calise received $30,437 and $26,928 of Company paid health insurance benefits in calendar years 2017 and 2016, respectively.

The following warrants to purchase shares of Common Stock issued by the Company to Mr. Calise in 2017 are valued at $132,210 as of December 31, 2017 (as calculated in accordance with FASB ASC Topic 718): 31,364 warrants at an exercise price of $35.00; 13,895 warrants at an exercise price of $50.00; 231 warrants at an exercise price of $75.00; 2,520 warrants at an exercise price of $100.00; and 13 warrants at an exercise price of $150.

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

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

(9) Mr. Feintuch received $30,437, $26,928, and $24,522 of Company paid health insurance benefits in calendar years 2017, 2016, and 2015 respectively.

The 16,600 shares of Common Stock issuable to Mr. Feintuch upon exercise of options to be issued pursuant to the Compensation Agreement with the options having a weighted average exercise price of $34.34 are valued at $26,402 as of December 31, 2017 (as calculated in accordance with FASB ASC Topic 718)

Pursuant to a Fee/Commission Agreement, Mr. Feintuch earned commissions of $15,330, $222,500, and $66,450 in the calendar years 2017, 2016, and 2015, respectively. Pursuant to Mr. Feintuch agreeing, in the Compensation Agreement, to accept $174,219 in the aggregate in commissions for November 2015 through March 2017 (composed of commissions of: $4,646 (November and December 2015), $121,847 (2016), and $47,726 (the first quarter of 2017), Mr. Feintuch has agreed to forgive $100,653 in commissions owed to him for calendar year 2016.

The $15,330 the Company accrued in 2017 commissions is comprised of: (i) $4,790 accrued to be paid in the form of shares of Common Stock; and (ii) $11,498 accrued to be paid in the form of cash.

Stock Awards

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

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

Option Grants

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

Employment Agreements

Mr. Farkas' Employment Agreement. We entered into an employment agreement with Michael D. Farkas, our CEO at the time, on October 15, 2010 (the "Original Farkas Employment Agreement"). The agreement was for three years and stipulated a base salary of $120,000 in year one, $240,000 in year two and $360,000 in year three. The agreement also included a signing bonus of $60,000. At a Board meeting on April 17, 2014, the Board resolved to enter into a three-year contract with Mr. Farkas, whereby Mr. Farkas was due to receive a monthly salary of $40,000 with an increase to $50,000 per month in the event we became listed on a national securities exchange. On December 23, 2014, in connection with the closing and as a condition to the closing of the securities purchase agreement executed simultaneously therewith, we entered into an amendment to the employment agreement with Mr. Farkas (who was still CEO at that time) (the "First Amendment"). The First Amendment provided that Mr. Farkas was to have a salary of Forty Thousand Dollars ($40,000) per month. However, for such time as any of the aggregate subscription amount from the December 2014 securities purchase agreement was still held in escrow, Mr. Farkas was to receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) was to be deferred; and (ii) was to be determined by the compensation committee of the Board to be fair and equitable. Additionally, beginning on the date that the aggregate subscription amount was released from escrow and continuing for so long as the Series C Preferred Shares remained issued and outstanding, Mr. Farkas' salary was only to be paid in cash if doing so would not have put us in a negative operating cash flow position. Effective July 24, 2015, we again amended our employment agreement with Mr. Farkas, such that Mr. Farkas was appointed our Chief Visionary Officer and was no longer our CEO (the "Second Amendment"). Mr. Farkas continued to serve as our Executive Chairman of the Board. The Second Amendment called for Mr. Farkas to serve as Chief Visionary Officer for only four months. The Second Amendment specified the following: (i) in the event of a sale of the Company within one year of July 24, 2015, Mr. Farkas was to be entitled to receive an incentive payment equal to 1% of the gross sale price; and (ii) in satisfaction of amounts previously owed to Mr. Farkas, we were to issue Series C Preferred Shares valued at $400,000. The one year elapsed without a sale of our Company and the 4,444 Series C Preferred Shares were issued 4,000 on July 24, 2015 and 444 on March 31, 2016. All options and warrants that had been previously awarded to Mr. Farkas vested as of July 24, 2015. Effective June 15, 2017, we and Mr. Farkas entered into the Third Amendment. This Third Amendment was approved by the Compensation Committee and the Board as a whole (with Mr. Farkas recusing himself from the vote regarding the Third Amendment). The Third Amendment clarified that, on a going-forward basis, the Executive Chairman position held by Mr. Farkas is the principal executive officer of the Company. Mr. Farkas will hold this position for a term of three (3) years, with an automatic one (1) year renewal unless either party terminates Mr. Farkas' employment with the Company at least sixty (60) days prior to the expiration of the term. We agreed that Mr. Farkas was paid $20,000 per month from July 24, 2015 to November 24, 2015 and we agreed to pay Mr. Farkas the equivalent of $15,000 per month in cash compensation for the past eighteen (18) months (from December 1, 2015 through May 31, 2017), or $270,000. Prior to entering into the Original Farkas Employment Agreement, the Company and an entity controlled by Mr. Farkas entered into: (i) that certain Consulting Agreement dated October 20, 2009 (the "Consulting Agreement"); and (ii) that certain Car Charging Group, Inc. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement") and, after entering into the Original Farkas Employment Agreement, the parties entered into that certain Patent License Agreement dated March 29, 2012 among the Company, Mr. Farkas and Balance Holdings, LLC and the March 11, 2016 Agreement regarding the Patent License Agreement (collectively with the Fee Agreement and the Consulting Agreement, the "Affiliate Agreements").

Concurrent with the closing of this offering, the Company will pay Mr. Farkas: (i) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015; (ii) 169,313 in shares of Common Stock issuable as payment of $630,000 in shares of Common Stock owed to Mr. Farkas for the period of December 1, 2015 through May 31, 2017 pursuant to the Third Amendment and pursuant to a Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80%; (iii) 113,256 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $375,000 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 pursuant to the Third Amendment divided by the assumed public offering price of $5.00 multiplied by 80%; (b) $77,624 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 pursuant to an oral agreement between the Company and Mr. Farkas divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 7(B) of the Third Amendment; (iv) 61,267 shares of Common Stock issuable as payment of $213,102 owed to BLNK Holdings, in principal and interest pursuant to a Conversion Agreement between the Company and BLNK Holdings, dated August 23, 2017 based upon the Formula. Mr. Farkas is also due to receive 886,119 shares of Common Stock issuable pursuant to a letter agreement, dated December 6, 2017. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Third Amendment. With the exception of the Farkas Additional Amounts, the Third Amendment resolves all claims Mr. Farkas had with regard to the Affiliate Agreements. Pursuant to the Third Amendment, Mr. Farkas will be entitled to salary and benefits for eighteen (18) months if he is terminated for a reason other than for cause (defined in the Original Farkas Employment Agreement as a conviction for committing or participating in an injurious act that constitutes fraud, gross negligence, misrepresentation, or embezzlement with regard to the Company). Pursuant to the December 6, 2017 letter agreement between the Company and Mr. Farkas, at the closing of this offering, Mr. Farkas' monthly salary will be $40,000 of cash compensation.

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

In accordance with the Compensation Agreement with Mr. Feintuch, the Company shall pay Mr. Feintuch (i) $130,664 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement; (ii) $15,000 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement; (iii) 12,139 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $43,555 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation divided by the assumed public offering price of $5.00 multiplied by 80% and (b) $5,000 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement. Mr. Feintuch will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 9,600 shares of our Common Stock at an exercise price of $37.50 per share pursuant to his Compensation Agreement.

Mr. Feintuch agreed that his fee agreement is suspended and no payments are due thereunder (other than the payments specified in the Compensation Agreement) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $20,000.

Mr. Feintuch is also due to receive 26,500 shares of Common Stock issuable pursuant to a letter agreement, dated December 7, 2017.

Mr. Calise's Employment Agreement. On July 16, 2015 (the "Effective Date"), we entered into an at will employment agreement with Mr. Michael J. Calise to serve as our Chief Executive Officer, pursuant to which Mr. Calise will be compensated at the rate of $275,000 per annum and shall participate in all of our benefit programs. Mr. Calise will serve as a member of our Operations and Finance Committee (the "OPFIN Committee") and Executive Committee and we agreed we will nominate Mr. Calise to serve of the Board for as long as Mr. Calise is our Chief Executive Officer. As of January 29, 2018, the OPFIN Committee is not currently in place. In addition, Mr. Calise will be entitled to receive (1) 71,688 options with an exercise price of $35.00 per share, (2) 31,760 options with an exercise price of $50.00 per share, (3) 528 options with an exercise price of $75.00 per share, (4) 5,759 options with an exercise price of $100.00 per share and (5) 30 options with an exercise price of $150.00 per share. The option quantities were derived from a percentage of the total options and warrants outstanding on the Effective Date (the "Underlying Instruments") and can be adjusted downward on a pro rata basis as a result of an expiration or amendment of the Underlying Instruments. Each of the options shall vest and become exercisable at the rate of 25% of the total number of shares on the twelve (12) month anniversary of the Effective Date and 1/16 of the total number of shares each quarter thereafter on each quarterly anniversary of the Effective Date, however, no option shall be exercisable prior to the exercise of the Underlying Instruments. The options shall have a four (4) year term from each of the respective vesting dates. The option grant requires stockholder approval of an increase in the number of shares authorized to be issued pursuant to our equity incentive plan. As of January 29, 2018, Mr. Calise has received 4,612 shares of Common Stock to which he was entitled pursuant to his employment agreement. Mr. Calise also received 48,023 warrants, in lieu of options, owed to him pursuant to his employment agreement at prices ranging from $35.00 to $150.00, with a weighted average price of $36.44. At the closing of this offering, there will be a $25,000 bonus paid to Mr. Calise for 2016 owed to him pursuant to his employment agreement, as determined by the Compensation Committee of the Board in 2017.

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

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

Omnibus Incentive Plans

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Company expects to implement a new omnibus incentive plan.

Outstanding Equity Awards at Fiscal Year-End

The following table provides information on outstanding equity awards as of December 31, 2017 to the named executive officers. Mr. Calise was not issued any equity awards during this period.

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

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

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

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth, as of December 31, 2017, our securities authorized for issuance under any equity compensation plans approved by our stockholders as well as any equity compensation plans not approved by our stockholders.

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

Pension Benefits and Nonqualified Deferred Compensation

We do not provide a pension plan for our employees, and none of our Named Executive Officers participated in a nonqualified deferred compensation plan in 2015, 2016, and 2017.

401(k) Plan

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

The Company has accrued, through September 30, 2017, $7,500 owed to employees pursuant to the 401(k) Plan. The Company plans on paying this amount with the proceeds from this offering.

Compensation of Directors

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

We entered into a director agreement (the "Shapiro Agreement") with Mr. Shapiro on April 28, 2014. The Shapiro Agreement has a term of three years, and Mr. Shapiro shall attend no fewer than four meetings per year. As compensation for his services, Mr. Shapiro shall receive: (i) annual compensation of $100,000; (ii) an option to purchase 8,000 shares of Common Stock, upon execution of the director agreement at an exercise price equal to $0.01 above the closing price on the date the Board approved of his appointment (the "Membership Option Award"); (iii) an option to purchase up to 100 shares of Common Stock for each Board meeting attended by Mr. Shapiro, at an exercise price equal to $0.01 above the closing price on the date of such a meeting; (iv) $1,500 for each Board meeting attended by Mr. Shapiro; and (v) $1,500 for each committee meeting of the Board, should Mr. Shapiro become Chairman of such committee. The Membership Option Award shall vest immediately and expire seven years from the date of issue; all other options issued pursuant to the director agreement shall have a one year vesting period and expire five years from the date of issue. Pursuant to the Shapiro Agreement, Mr. Shapiro is subject to a lock up provision, whereby he may not in any way dispose of the shares he acquires as a director for a period of six months "the Lock up Period." After the Lock up Period, Mr. Shapiro may transfer the shares without restriction, up to five percent (5%) of the total daily trading volume of our Common Stock. The Company will issue 86,741 warrants to Mr. Shapiro upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price).

On July 30, 2014, the Board appointed Donald Engel to the Board to fill a vacancy. It has been determined by us that Mr. Engel is an independent member of the Board pursuant to the required standards set forth in Rule 10A-3(b) of the Exchange Act. In connection with his appointment, we and Mr. Engel entered into a Director Agreement whereby we agreed to issue Mr. Engel an option to purchase 6,000 shares of Common Stock at an exercise price of $50.00 per share. Additionally, for each Board meeting that Mr. Engel attends he will receive compensation of: (i) an option to purchase 100 shares of Common Stock at an exercise price equal to $0.01 above the closing price on the day of such Board meeting; and (ii) at our option, either (a) $1,500 cash or (b) such number of shares of Common Stock that equal $3,000 as of the date of such Board meeting. Pursuant to the Director Agreement, Mr. Engel is subject to a lock up provision, whereby he may not in any way dispose of the shares he acquires as a director for the Lock up Period. After the Lock up Period, Mr. Engel may transfer the shares without restriction, up to five percent (5%) of the total daily trading volume of our Common Stock. The Company will issue 66,721 warrants to Mr. Engel upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price).

On July 17, 2017, the Board appointed Robert Schweitzer to the Board. It has been determined by us that Mr. Schweitzer is an independent member of the Board pursuant to the required standards set forth in Rule 10A-3(b) of the Exchange Act. In connection with his appointment, we and Mr. Schweitzer entered into a Board of Directors Offer Letter Agreement whereby we agreed to issue Mr. Schweitzer 10,000 restricted shares of Common Stock. Following the closing of this offering, the Board will vote upon and approve a compensation package for each Board member. Pursuant to the Board of Directors Offer Letter Agreement, Mr. Schweitzer is subject to a lock up provision, whereby he may not in any way dispose of the shares he acquires as a director for the Lock up Period. After the Lock up Period, Mr. Schweitzer may transfer the shares without restriction, up to five percent (5%) of the total daily trading volume of our Common Stock.

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

The following table provides information for 2017 regarding all compensation awarded to, earned by or paid to each person who served as a director for some portion or all of 2017.

Name	Fees Earned or Paid in Cash	Stock Awards	Option Awards	All Other Compensation (1)	Total
Andrew Shapiro	$ 100,000(2)	$ -	$ -	$ 305,970	$ 405,970
Donald Engel	$ -	$ -	$ -	$ 287,368	$ 287,368
Robert Schweitzer (3)	$ -	$ 139,990(4)	$ -	$ 24,231	$ 164,221
Michael Farkas	$ -	$ -	$ -	$ 81,206(5)	$ 81,207
Mike Calise	$ -	$ -	$ -	$ 51,523	$ 51,253
Andy Kinard (6)	$ -	$ -	$ -	$ 22,100	$ 22,100
Total	$ 100,000	$ 139,990	$ -	$ 772,398	$ 1,012,388

(1) The Company accrued compensation expense related to the contractual obligation to issue options and shares of Common Stock which is included within accrued expenses as accrued professional, board and other fees as of December 31, 2017.

(2) The Company accrued $100,000 in cash fees owed to Mr. Shapiro for the year ended December 31, 2017.

(3) Mr. Robert Schweitzer was appointed to our Board on since July 17, 2017.

(4) The Company issued Mr. Schweitzer 10,000 shares of Common Stock in connection with his appointment to the Board.

(5) Includes $29,716 from the fiscal year ended December 31, 2016.

(6) In connection with the Company's NASDAQ listing application, the majority of the Board members need to be independent. In order to meet this objective, on July 17, 2017, the Company's President, Mr. Andy Kinard, resigned as a Board member. Mr. Kinard's resignation was not as a result of any disagreements with the Company.

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

The following tables set forth certain information regarding our voting shares (and, in the case of Series B Preferred Shares, non-voting shares) beneficially owned as of January 29, 2018, for (i) each stockholder known to be the beneficial owner of 5% or more of our outstanding shares of Common Stock, (ii) each named executive officer and director, and (iii) all executive officers and directors as a group. A person is considered to beneficially own any shares: (i) over which such person, directly or indirectly, exercises sole or shared voting or investment power, or (ii) of which such person has the right to acquire beneficial ownership at any time within 60 days through an exercise of stock options or warrants. Unless otherwise indicated, voting and investment power relating to the shares shown in the tables for our directors and executive officers is exercised solely by the beneficial owner or shared by the owner and the owner's spouse or children.

For purposes of these tables, a person or group of persons is deemed to have "beneficial ownership" of any shares of Common Stock that such person has the right to acquire within 60 days of January 29, 2018. For purposes of computing the percentage of outstanding shares of our Common Stock held by each person or group of persons, any shares that such person or persons has the right to acquire within 60 days of January 29, 2018 is deemed to be outstanding, but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The inclusion herein of any shares listed as beneficially owned does not constitute an admission of beneficial ownership.

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o Blink Charging Co., 3284 N 29th Court, Hollywood, Florida 33020.

Common Stock

	Shares of Common Stock Beneficially owned	
Name of Beneficial Owner	**Number**	**Percent** [(1)]
5% Shareholders – N/A		
Directors and Executive Officers:		
Michael D. Farkas	4,010,302(2)	72.26%
Michael Calise	80,569(3)	1.44%
Ira Feintuch	59,933(4)	1.08%
Andrew Shapiro	15,545(5)	*
Donald Engel	7,713(6)	*
Andy Kinard	4,799(7)	*
Robert Schweitzer	10,000(8)	*
All directors and named executive officers as a group (7 persons)	4,188,861	73.80%

* Less than 1%

(1) Based on 5,523,673 shares of Common Stock issued and outstanding as of January 29, 2018. This table does not include shares underlying any class of preferred stock.

(2) Mr. Farkas has voting and investment control of the following shares: 201,250 shares of Common Stock owned by FGI; options to purchase 6,600 shares of Common Stock; 5,000 shares of Common Stock owned by each of Mr. Farkas' three minor children over which shares Mr. Farkas has voting authority and serves as custodian (a total of 15,000 shares); 80 shares owned by the Farkas Family Irrevocable Trust of which Mr. Farkas is a beneficiary; 7,200 shares of Common Stock owned by the Michael D. Farkas Charitable Foundation of which Mr. Farkas has voting authority as trustee; 3,119,057 shares of Common Stock owned by Mr. Farkas of which 2,990,404 were converted into shares of Common Stock upon exercise of warrants held by FGI on August 29, 2017; 619,706 shares of Common Stock held by BLNK in which Mr. Farkas has a controlling interest; 22,130 held by the Zevi Group Inc. over which shares Mr. Farkas has voting authority; 19,279 shares of Common Stock issuable upon conversion of principal and interest owed pursuant to outstanding convertible notes. On December 6, 2017, the Company and Mr. Farkas signed a letter agreement, pursuant to which Mr. Farkas will cancel 2,930,596 of his shares of Common Stock upon the closing of this offering.

(3) Includes 4,612 shares of Common Stock, options to purchase 100 shares of Common Stock, which are currently exercisable, and warrants to purchase 75,857 shares of Common Stock.

(4) Includes 30,000 shares of Common Stock and options to purchase 29,933 shares of Common Stock, which are currently exercisable.

(5) Includes 5,345 shares of Common Stock and options to purchase 10,200 shares of Common Stock, which are currently exercisable.

(6) Includes 1,113 shares of Common Stock and options to purchase 6,600 shares of Common Stock, which are currently exercisable

(7) Includes 1,459 shares of Common Stock and options to purchase 3,340 shares of Common Stock, which are currently exercisable.

(8) Includes 10,000 shares of Common Stock.

Series A Preferred Shares

	Series A Preferred Shares Beneficially owned	
Name of Beneficial Owner	**Number**	**Percent (1)**
Michael D. Farkas	10,000,000(2)	90.91%
Michael Calise	—	—
Ira Feintuch	1,000,000(3)	9.09%
Andrew Shapiro	—	—
Donald Engel	—	—
Andy Kinard	—	—
Robert Schweitzer	—	—
All directors and named executive officers as a group (7 persons)	11,000,000	100%

* Less than 1%

(1) Based on 11,000,000 Series A Preferred Shares outstanding as of January 29, 2018. All Series A Preferred Shares will be converted into shares of Common Stock upon closing of this offering pursuant to conversion agreements executed by all the holders of Series A Preferred Shares.

(2) On June 23, 2017, the Company and Mr. Farkas entered into a letter agreement with the Company whereby they agreed that, upon the Company's implementation of the Reverse Stock Split, a total of 25,000,000 shares of Common Stock issuable upon conversion of the Series A Preferred Shares prior to the signing of the letter agreement to Mr. Farkas will be reduced to 2,000,000 shares of Common Stock. The Reverse Stock Split was implemented on August 29, 2017. On December 6, 2017 Mr. Farkas signed a letter agreement pursuant to which, upon the closing of this offering, his Series A Preferred Shares will automatically convert into 500,000 shares of Common Stock.

(3) On June 23, 2017, the Company and Mr. Feintuch entered into a letter agreement with the Company whereby they agreed that, upon the Company's implementation of the Reverse Stock Split, a total of 2,500,000 shares of Common Stock issuable upon conversion of the Series A Preferred Shares prior to the signing of the letter agreement to Mr. Feintuch will be reduced to 200,000 shares of Common Stock. The Reverse Stock Split was implemented on August 29, 2017. On December 7, 2017 Mr. Feintuch signed a letter agreement pursuant to which, upon the closing of this offering, his Series A Preferred Shares will automatically convert into 50,000 shares of Common Stock.

Series B Preferred Shares

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

(1) As of January 29, 2018, 142,495 shares of Common Stock are issuable upon conversion of 8,250 Series B Preferred Shares (pursuant to the Series B Certificate of Designation). Upon the closing of this offering, all shares of Series B Preferred Shares will be converted into 145,962 shares of Common Stock, which is equal to $825,000 payable to the holders of Series B Preferred Shares to redeem the 8,250 shares divided by the assumed public offering price of $5.00 which is the last reported sales price for our Common Stock as reported on the OTC Pink Current Information Marketplace on January 11, 2018, as adjusted to reflect the Reverse Stock Split multiplied by a factor of 1.15. Carolyn J. Johnsen, the Trustee of the ECOtality Consolidated Qualified Creditor Trust has voting and investment control of these shares.

Series C Preferred Shares

Name of Beneficial Owner	Series C Preferred Shares Beneficially owned	
	Number	Percent (1)
Horton Capital Partners, LLC 1717 Arch Street, Suite 3920, Philadelphia, PA 19103.	22,081(2)	9.6%
Michael D. Farkas	175,500(3)	76.5%
Ira Feintuch	1,842	*
Michael Calise	—	—
Andrew Shapiro	—	—
Donald Engel	—	—
Andy Kinard	—	—
Robert Schweitzer	—	—
All directors and named executive officers as a group (7 persons)	177,342	77.26%

* Less than 1%

(1) Based on 229,551 Series C Preferred Shares (convertible, pursuant to the as-amended Series C Certificate of Designation, into 655,860 shares of Common Stock) as of January 29, 2018. Series C Preferred Shares (on an as-converted basis) form part of the Company's voting securities. All Series C Preferred Shares will be converted into shares of Common Stock upon closing of this offering pursuant to conversion agreements executed by all the holders of Series C Preferred Shares and drag along rights under the Series C Amendment. If the offering is not completed, based on the as-converted Series C Certificate of Designation, the outstanding Series C Preferred Shares would be convertible into 655,860 shares of Common Stock.

(2) Pursuant to the records of the Company. Convertible into, as of January 29, 2018, 62,963 shares of Common Stock. Joe Manko, Jr., the Senior Principal of Horton Capital Partners, LLC, has voting and investment control of these shares.

Upon the closing of this offering, these 22,081 Series C Preferred Shares will convert into an aggregate of 634,829 shares of Common Stock.

(3) Includes 5,520 Series C Preferred Shares convertible into, as of January 29, 2018, 15,741 shares of Common Stock and 169,980 Series C Preferred Shares convertible into, as of January 29, 2018, 485,336 shares of Common Stock, held by BLNK Holdings in which Mr. Farkas has a controlling interest.

Upon the closing of this offering, these 175,500 Series C Preferred Shares will convert into an aggregate of 5,045,625 shares of Common Stock. The Series C Certificate of Designation (as amended) contains a provision that allows the Series C Preferred Shares holders to have the most favorable conversion formula agreed to by the Company with any investor. At this time, pursuant to the Additional Agreement, JMJ has the most favorable conversion formula. The Company has not yet quantified how many shares if any are issuable upon the conversion of the 229,551 Series C Preferred Shares using JMJ's conversion formula.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

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

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

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

Private Placement Financings

Series C Preferred Shares Financing

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

In connection with the sale of our Series C Preferred Shares in December 2014, July 2015 and March 2016, we entered into registration rights agreements (the "Series C Registration Rights Agreements") with certain investors, pursuant to which we agreed to register all of the shares of Common Stock underlying the Series C Preferred Shares and warrants to purchase our Common Stock purchased pursuant to such transactions, on registration statements to be filed with the SEC, and to use best efforts to cause the such registration statements to be declared effective under the Securities Act within certain time periods after the date of such sales of Series C Preferred Shares (the "Effectiveness Deadlines"). The Company did not meet the Effectiveness Deadlines, and as a result has incurred an obligation under the Series C Registration Rights Agreements to pay certain investors penalties. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of registration rights penalties accrued through March 31, 2017. We accrued registration rights penalties, inclusive of accrued interest, in an amount equal to $11,677 for the period April 1, 2017 through June 30, 2017. On August 25, 2017, the Company issued 8,265 Series C Preferred Shares to forty-three (43) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of April 1, 2017 through June 30, 2017. On November 29, 2017, the Company issued 9,119 Series C Preferred Shares to forty-five (45) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of July 1, 2017 through September 30, 2017. The penalties and dividends have continued to accrue from October 1, 2017, and will continue to accrue through the time of the offering. With the conversion of all outstanding Series C Preferred Shares into shares of Common Stock at the time of the offering, the Company will no longer be accruing registration rights penalties.

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

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

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

Convertible Promissory Notes

BLNK Holdings

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

On July 18, 2017 and July 30, 2017, we entered into two promissory notes with BLNK Holdings for the principal sums of $5,078.22 and $30,000.00, respectively, together with simple interest at the rate of ten percent (10%) per annum. The entire principal amount and accrued interest on both notes are past due and payable.

On August 4, 2017, we entered into a secured promissory note with BLNK Holdings for the principal sum of $100,000.00 together with simple interest at the rate of ten percent (10%) per annum. The loan is secured by a first priority lien on and continuing security interest in all of our assets. The entire principal amount and accrued interest on the note is past due and payable.

Concurrent with the closing of this offering, pursuant to a conversion agreement dated August 23, 2017 by and between the Company and BLNK Holdings, of the five promissory notes discussed above, BLNK Holdings agreed to receive $213,102 in shares of Common Stock in accordance with the Formula.

FGI

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

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

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

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

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

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

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

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

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

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

On August 7, 2017, we issued a sixty-day convertible note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 15% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 100,000 shares of Common Stock (not subject to the Reverse Stock Split) at an exercise price of $0.70 per share (not subject to the Reverse Stock Split).

On August 29, 2017, following the effectiveness of the Reverse Stock Split, FGI exercised, on a cashless basis, its 3.1 million warrant shares, accounted for as derivative liabilities, not subject to the Reverse Stock Split. The Company issued 2,990,404 shares of Common Stock to FGI as a result of the cashless exercise. As a result, since the exercised warrants were previously classified as a derivative liability, the Company recorded a mark-to-market adjustment during the three months ended September 30, 2017 of approximately $43.9 million which was included within change in fair value of warrant liabilities on the condensed consolidated statement of operations. On November 20, 2017, JMJ confirmed in writing that it would not pursue a price reset of its outstanding warrants as a result of the FGI warrant exercise. The Company expects that this will result in a substantial reduction of the fair market value of JMJ's derivative liabilities ($25 million on the September 30, 2017 balance sheet) in the fourth quarter of 2017.

On December 6, 2017, the Company and Mr. Farkas signed a letter agreement, pursuant to which, Mr. Farkas, on behalf of FGI, agreed that upon the closing of this offering, FGI will cancel 2,930,596 of its shares of Common Stock (of the 2,990,404 received).

If our Company enters into bankruptcy proceedings, all of the above convertible notes will not be subject to an automatic stay. In addition, these notes feature piggyback registration rights and give Mr. Farkas a first priority lien on and continuing security interest in all of our assets. With the exception of a June 24, 2016 convertible note for $105,000 which has been repaid, the convertible notes in favor of FGI discussed above have matured and are past due. Mr. Farkas could seek to enforce the notes against us, which could have an adverse effect on our business and reduce the market price of our Common Stock.

License Agreements

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

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

Other Transactions with Michael Farkas and Affiliates

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

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

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

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

Pursuant to the Third Amendment and the Conversion Agreement, upon the closing of this offering, Mr. Farkas will be paid or issued: (i) $80,000 to Mr. Farkas in repayment of accrued cash compensation for the period of July 2015 through November 2015; (ii) 169,313 in shares of Common Stock issuable as payment of $630,000 in shares of Common Stock owed to Mr. Farkas for the period of December 1, 2015 through May 31, 2017 pursuant to the Third Amendment and pursuant to a Conversion Agreement between the Company and Mr. Farkas, dated August 23, 2017 divided by the assumed public offering price of $5.00 multiplied by 80%; (iii) 113,256 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $375,000 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 pursuant to the Third Amendment divided by the assumed public offering price of $5.00 multiplied by 80%; (b) $77,624 in shares of Common Stock owed to Mr. Farkas for accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 pursuant to an oral agreement between the Company and Mr. Farkas divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 7(B) of the Third Amendment; (iv) 61,267 shares of Common Stock issuable as payment of $213,102 owed to BLNK Holdings, in principal and interest pursuant to a Conversion Agreement between the Company and BLNK Holdings, dated August 23, 2017 based upon the Formula. Mr. Farkas is also due to receive 886,119 shares of Common Stock issuable pursuant to a letter agreement, dated December 6, 2017. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 8,240 shares of our Common Stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Third Amendment.

With the exception of the Farkas Additional Amounts, the Third Amendment resolves all claims Mr. Farkas had with regard to the Affiliate Agreements.

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

On August 3, 2016, we executed a consulting agreement with Ardour to serve as our financial advisor with respect to any private equity offerings, derivative equity offerings or debt offerings. As of January 29, 2018, Mr. Farkas owns less than 5% of Ardour. For acting as our placement agent, Ardour will receive a sales commission of 5% of the gross proceeds from any private equity offering and a five-year warrant to purchase 5% of the Common Stock from such private equity transaction with an exercise price struck at the valuation of the private equity transaction. Ardour will receive a sales commission of three percent of gross proceeds from a non-convertible debt related transaction whereby there is no equity component other than customary warrant coverage not in excess of 10% of the associated debt. Additionally, Joseph Gunnar & Co., LLC ("Gunnar") will receive a sales commission of 5% of the gross proceeds from any private equity offering and a five-year warrant to purchase 5% of the Common Stock from such private equity transaction with an exercise price struck at the valuation of the private equity transaction. As of January 29, 2018, JMJ had advanced $3,500,000 to the Company. In connection with these advances, we have paid $67,500 (and owe $120,000) to Ardour as sales commissions and we have paid $109,000 (and owe $77,245) to Gunnar as sales commissions. Upon the closing of this offering, Ardour is due to receive a warrant worth 10% of the ultimate amount of securities issued to JMJ.

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

Other Transactions

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

On June 16, 2017, the Company entered into a Compensation Agreement with Mr. Feintuch. The Compensation Agreement clarifies the accrued compensation owed to Mr. Feintuch under the Fee/Commission Agreement. Upon signing the Compensation Agreement, Mr. Feintuch received (i) options for 7,000 shares of the Company's Common Stock at an exercise price of $30.00 per share; and (ii) options for 9,600 shares of the Company's Common Stock at an exercise price of $37.50 per share.

In accordance with the Compensation Agreement with Mr. Feintuch, the Company shall pay Mr. Feintuch (i) $130,664 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation Agreement; (ii) $15,000 in cash which represents 75% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement; (iii) 12,139 units of unregistered shares of Common Stock and warrants issuable as payment of (a) $43,555 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of November 2015 through March 2017 owed to Mr. Feintuch pursuant to the Compensation divided by the assumed public offering price of $5.00 multiplied by 80% and (b) $5,000 in shares of Common Stock owed to Mr. Feintuch which represents 25% of the accrued commissions on hardware sales and revenue from charging stations for the period of April 2017 through September 2017 owed to Mr. Feintuch pursuant to an oral agreement between the Company and Mr. Feintuch divided by the assumed public offering price of $5.00 multiplied by 80%. This oral agreement was reached pursuant to Section 3(B) of the Compensation Agreement. Mr. Feintuch will also receive options (regardless of the status of the offering) for 7,000 shares of our Common Stock at an exercise price of $30.00 per share and options for 9,600 shares of our Common Stock at an exercise price of $37.50 per share pursuant to his Compensation Agreement.

Mr. Feintuch agreed that his fee agreement is suspended and no payments are due thereunder (other than the payments specified in the Compensation Agreement) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $20,000.

Mr. Feintuch is also due to receive 26,500 shares of Common Stock issuable pursuant to a letter agreement, dated December 7, 2017.

With the exception of the Feintuch Additional Amounts, the Compensation Agreement resolves all claims Mr. Feintuch had with regard to the Fee/Commission Agreement.

Director Independence

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

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

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

Disclosure of Commission Position on Indemnification of Securities Act Liabilities

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

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

DESCRIPTION OF CAPITAL STOCK

General

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

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

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

As of January 29, 2018, there were 5,523,673 shares of Common Stock issued and outstanding, held by approximately 210 stockholders of record, and 11,237,801 shares of preferred stock issued and outstanding, held by approximately 55 stockholders of record.

As of January 29, 2018, there were 11,000,000 Series A Preferred Shares issued and outstanding, 8,250 Series B Preferred Shares issued and outstanding and 229,551 Series C Preferred Shares issued and outstanding convertible into 550,000, 142,495, and 655,860 shares of our Common Stock, respectively, based on the conversion ratio and price as set forth in the respective Certificates of Designations. All of the Series A, B and certain Series C Preferred Shares will convert into shares of Common Stock as described below.

Units

Each unit consists of one share of Common Stock and one warrant to purchase one share of our Common Stock, each as described further below. The units will not be issued or certificated. Purchasers will receive only shares of Common Stock and warrants. The Common Stock and warrants may be transferred separately immediately upon issuance.

Common Stock

Dividend Rights

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

Voting Rights

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

No Preemptive or Similar Rights

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

Right to Receive Liquidation Distribution

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

Fully Paid and Non-Assessable

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

Preferred Stock

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

Series A Preferred Shares

The rights and preferences of the Series A Preferred Shares are as contained in the Series A Certificate of Designations, as amended (the "Series A Certificate of Designation"). The holders of Series A Preferred Shares shall not be entitled to receive dividends paid on the Common Stock. At any time on or after the date of issuance, the holder of any such Series A Preferred Shares may, at such holder's option, elect to convert all or any portion of the Series A Preferred Shares held by such person into a number of fully paid and non-assessable shares of Common Stock on a 2.5:1 basis. In the event of a liquidation, dissolution or winding up of the Company, the conversion rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Shares. In the event of such a redemption or liquidation, dissolution or winding up, the Company shall provide to each holder of Series A Preferred Shares notice of such redemption or liquidation, dissolution or winding up, which notice shall (i) be sent at least fifteen (15) days prior to the termination of the conversion rights (or, if the Company obtains lesser notice thereof, then as promptly as possible after the date that it has obtained notice thereof) and (ii) state the amount per share of Series A Preferred Shares that will be paid or distributed on such redemption or liquidation, dissolution or winding up, as the case may be. No holder of Series A Preferred Shares shall be entitled to conduct a conversion which would result in such shareholder beneficial owning more than 4.99% of the outstanding shares of Common Stock of the Company after such conversion. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and Rule 13d-3 thereunder. As long as shares of the Series C Preferred Shares are outstanding, each share of Series A Preferred Shares has one vote per share based on the number of shares of Common Stock into which such Series A Preferred Shares are convertible and does not have any liquidation preference rights. The holders of the Series A Preferred Shares are not entitled to receive dividends. The Series A Preferred Shares are convertible into Common Stock at a ratio of 2.5 to 1 per share. Under the terms of the Series A Certificate of Designation, the Reverse Stock Split will not result in a proportionate adjustment to the conversion ratio of the Series A Preferred Shares. On June 23, 2017, the Company and Messrs. Farkas and Feintuch (the only holders of the Series A Preferred Shares) entered into letter agreements with the Company whereby they agreed that, upon the Company's implementation of the Reverse Stock Split, a total of 2,200,000 shares of Common Stock issuable upon conversion of the Series A Preferred Shares to Mr. Farkas (2,000,000 shares) and Mr. Feintuch (200,000 shares) would be issued. The Reverse Stock Split was implemented on August 29, 2017. On December 6, 2017 Mr. Farkas signed a letter agreement pursuant to which, upon the closing of this offering, his Series A Preferred Shares will automatically convert into 500,000 shares of Common Stock. On December 7, 2017 Mr. Feintuch signed a letter agreement pursuant to which, upon the closing of this offering, his Series A Preferred Shares will automatically convert into 50,000 shares of Common Stock. If the offering does not close, then the conversion ratio for Series A Preferred Shares shall revert back to 2.5:1, as specified in the Series A Certificate of Designation.

Series B Preferred Shares

The rights and preferences of the Series B Preferred Shares are as contained in the Series B Certificate of Designation (together with the Series A Certificate of Designation and the Series C Certificate of Designation, the "Certificates of Designation"). The Series B Preferred Shares do not have voting rights with regard to our Company unless and until such shares are converted into Common Stock, in accordance with the Nevada Revised Statutes Section 78.350. The Series B Preferred Shares have liquidation preference rights on a pari passu basis with the Series C Preferred Shares. The holders of Series B Preferred Shares are not entitled to receive dividends. Under the Series B Certificate of Designation, for so long as any Series B Preferred Shares remain outstanding, we are restricted from paying cash dividends on any shares of our capital stock. The Series B Preferred Shares are convertible at the option of the holder into Common Stock at a ratio based on the average closing price per share of Common Stock over the 30-day period prior to each conversion date. In addition, the Series B Preferred Shares are convertible at the option of the holder upon certain events of default, including the failure to make payments under a tax sharing agreement entered into by and between us and certain parties, the enforcement of any rights granted in connection with an operating line of credit entered into with certain parties and a change of control transaction. The Series B Preferred Shares are redeemable at the option of the holder in three equal annual installments starting December 31, 2016, subject to certain earlier acceleration rights upon certain defaults by us, for $100 per share. The Series B Preferred Shares are also redeemable, in full or in part, at our option for $100 per share at any time and from time to time. On May 19, 2017, the holder of the Series B Preferred Shares signed a conversion agreement pursuant to which, at the closing of this offering, 8,250 Series B Preferred Shares will convert into 159,454 shares of Common Stock which will result in an inducement charge of approximately $124,000, divided by the assumed public offering price of $5.00 and multiplied by a factor of 1.15. As of January 29, 2018, with an assumed public offering price of $5.00 per share, the Series B Preferred Shares would be converted into 145,962 shares of Common Stock upon the closing of this offering pursuant to the conversion agreements by and between the Series B Preferred Shareholder and the Company. If this offering is not completed, pursuant to the Series B Certificate of Designation, 142,495 shares of Common Stock are issuable upon conversion of outstanding Series B Preferred Shares.

Series C Preferred Shares

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

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

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

At the closing of this offering, the 229,551 Series C Preferred Shares will convert into an aggregate of 6,599,591 shares of Common Stock, based upon the Formula. Of the 229,551 Series C Preferred Shares outstanding as of January 29, 2018, Mr. Farkas controls 5,520 Series C Preferred Shares in his own name and 169,980 Series C Preferred Shares held by BLNK Holdings in which Mr. Farkas has a controlling interest. Upon the closing of this offering, these 175,500 Series C Preferred Shares will convert into an aggregate of 5,045,625 shares of Common Stock. The majority of the shares are being converted pursuant to conversion agreements signed by holders of the Series C Preferred Shares and the remainder are being issued pursuant to the Series C Amendments. The conversion of the Series C Preferred Shares resulted in a deemed dividend of approximately $9.7 million which was recognized by recording an offsetting debit and credit to additional paid-in capital because the Company has an accumulated deficit. The Series C Certificate of Designation (as amended) contains a provision that allows the Series C Preferred Shares holders to have the most favorable conversion formula agreed to by the Company with any investor. At this time, pursuant to the Additional Agreement, JMJ has the most favorable conversion formula. The Company has not yet quantified how many shares if any are issuable upon the conversion of the 229,551 Series C Preferred Shares using JMJ's conversion formula.

Series D Convertible Preferred Stock

The following is a summary of the material terms of the Series D Convertible Preferred Stock, par value $.001 per share (the "Series D Convertible Stock"). This summary is not complete. The following summary of the terms and provisions of the Series D Preferred Stock is qualified in its entirety by reference to the Series D Preferred Stock, the form of which has been filed as an exhibit to the registration statement of which this prospectus is a part.

General. Our board of directors has authorized the designation of up to _______ shares of the 40,000,000 authorized shares of preferred stock as Series D Preferred Stock and the Company will file the Series D Preferred Stock Certificate of Designation (i) following the effectiveness of the registration statement of which this prospectus forms a part and (ii) prior to the closing of this offering. When issued, the shares of Series D Preferred Stock will be validly issued, fully paid and non-assessable. Each share of Series D Preferred Stock will have a stated value of $1,000 per share.

Conversion. Each share of Series D Preferred Stock is convertible into shares of our Common Stock (subject to adjustment as provided in the related certificate of designation of preferences, rights and limitations) at any time at the option of the holder at a conversion price equal to the public offering price of the units in this offering. Holders of Series D Preferred Stock will be prohibited from converting Series D Preferred Stock into shares of our Common Stock if, as a result of such conversion, the holder, together with its affiliates, would own more than 9.99% of the total number of shares of our Common Stock then issued and outstanding.

Liquidation Preference. In the event of our liquidation, dissolution or winding-up, holders of Series D Preferred Stock will be entitled to receive the same amount that a holder of our Common Stock would receive if the Series D Preferred Stock were fully converted into shares of our Common Stock at the conversion price (disregarding for such purposes any conversion limitations) which amounts shall be paid pari passu with all holders of Common Stock.

Voting Rights. Shares of Series D Preferred Stock will generally have no voting rights, except as required by law and except that the affirmative vote of the holders of a majority of the then outstanding shares of Series D Preferred Stock is required to, (a) alter or change adversely the powers, preferences or rights given to the Series D Preferred Stock, (b) amend our articles of incorporation or other charter documents in any manner that materially adversely affects any rights of the holders, (c) increase the number of authorized shares of Series D Preferred Stock, or (d) enter into any agreement with respect to any of the foregoing.

Dividends. Shares of Series D Preferred Stock will not be entitled to receive any dividends, unless and until specifically declared by our board of directors. The holders of the Series D Preferred Stock will participate, on an as-if-converted-to-common stock basis, in any dividends to the holders of common stock.

Redemption. We are not obligated to redeem or repurchase any shares of Series D Preferred Stock. Series D Preferred Stock are not otherwise entitled to any redemption rights or mandatory sinking fund or analogous fund provisions.

Exchange Listing. We do not plan on making an application to list the Series D Preferred Stock on any national securities exchange or other nationally recognized trading system.

Registration Rights

In connection with the securities purchase agreements dated as of October 11, 2013, December 4, 2013 and December 9, 2013, we also entered into registration rights agreement, pursuant to which we agreed to register all of the shares and warrant shares on a Form S-1 registration statement to be filed with the SEC within 30 calendar days following the closing date of such transaction and to use best efforts to cause the registration statement to be declared effective under the Securities Act within 60 days following the closing date of such transaction.

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

On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of registration rights penalties accrued through March 31, 2017. There are currently 110,342 Series C Preferred Shares that may still be entitled to rights with respect to the registration of the shares of Common Stock underlying such Series C Preferred Shares. We accrued registration rights penalties, inclusive of accrued interest, in an amount equal to $11,677 for the period April 1, 2017 through June 30, 2017. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of registration rights penalties accrued through March 31, 2017. On August 25, 2017, the Company issued 8,265 Series C Preferred Shares to forty-three (43) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of April 1, 2017 through June 30, 2017. On November 29, 2017, the Company issued 9,119 Series C Preferred Shares to forty-five (45) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of July 1, 2017 through September 30, 2017. The penalties and dividends have continued to accrue from October 1, 2017, and will continue to accrue through the time of the offering. With the conversion of all outstanding Series C Preferred Shares into shares of Common Stock at the time of the offering, the Company will no longer be accruing registration rights penalties and there will be no holders of registration rights other than those identified below.

Demand Registration Rights

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

Piggyback Registration Rights

The holders of certain shares of our Common Stock including, but not limited to, those issuable upon the conversion of our preferred stock are entitled to certain “piggyback” registration rights. If we propose to register the offer and sale of shares of our Common Stock under the Securities Act, all holders of these shares then outstanding can request that we include their shares in such registration, subject to certain limitations. As a result, whenever we propose to file a registration statement under the Securities Act, other than with respect to (i) a registration on Form S-8 relating solely to employee stock option, stock purchase or other benefit plans, or (ii) a registration on Form S-4 relating solely to a transaction covered by Rule 145 promulgated under the Securities Act, the holders of these shares are entitled to notice of the registration and have the right, subject to certain limitations, to include their shares in the registration.

S-3 Registration Rights

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

Company Sale Right and Voting Covenant

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

Warrants

As of January 29, 2018, we have issued warrants to purchase 105,136 shares of Common Stock issuable with a weighted average exercise price of $44.93. Certain of the warrants granted by us contain various adjustment mechanisms, including anti-dilution protection for issuances of securities at a price below $79.00, weighted average anti-dilution, restrictions on effectuating issuances of Common Stock or Common Stock equivalents containing variable settlement provisions, vesting provisions of varying duration.

JMJ Warrants

Pursuant to the terms of JMJ's warrants, the exercise price per share of Common Stock shall be the lesser of (i) 80% of the per share price of Common Stock in the offering, (ii) $0.70 per share (or $35 after giving effect to the Reverse Stock Split, (iii) 80% of the unit price of this offering (if applicable), (iv) the exercise price of any warrants issued in the offering, or (v) the lowest conversion price, exercise price, or exchange price of any security issued by us that is outstanding on the issue date. JMJ may also exercise the warrant, in whole or in part, by means of a "cashless exercise." If on the termination date, any portion of the warrant amount remains unexercised, the termination date will be extended for two years. Until such time up to and including the date on which the Company closes on the offering, if the Company shall dispose of or issue any Common Stock at an effective price per share less than the exercise price, then in effect the exercise price shall be adjusted. As of January 29, 2018, ten (10) warrants to purchase a total of 100,001 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $3,500,000.

Series C Holder Warrants

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

Warrants to Be Issued in the Offering

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

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

Exercise Limitation. A holder will not have the right to exercise any portion of the warrant if the holder (together with its affiliates) would beneficially own in excess of 4.99% of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the warrants. However, any holder may increase or decrease such percentage to any other percentage not in excess of 9.99%, provided that any increase in such percentage shall not be effective until 61 days following notice from the holder to us.

Exercise Price. The exercise price per whole share of Common Stock purchasable upon exercise of the warrants is $_____ per share or 115 % of public offering price of the unit. The exercise price is subject to appropriate adjustment in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting our Common Stock and also upon any distributions of assets, including cash, stock or other property to our stockholders.

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

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

Warrant Agent. The warrants will be issued in registered form under a warrant agency agreement between Worldwide Stock Transfer, LLC, as warrant agent, and us. The warrants shall initially be represented only by one or more global warrants deposited with the warrant agent, as custodian on behalf of The Depository Trust Company (DTC) and registered in the name of Cede & Co., a nominee of DTC, or as otherwise directed by DTC.

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

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

Governing Law. The warrants and the warrant agency agreement are governed by New York law.

Options

As of January 29, 2018, we had outstanding options to purchase an aggregate of 92,901 shares of Common Stock, with a weighted average exercise price of $52.77, under our equity compensation plans.

Transfer Agent

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

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

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

Blank Check Preferred

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

Board Vacancies to be Filled by Remaining Directors

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

Removal of Directors by Stockholders

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

Stockholder Action

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

Amendments to our Articles of Incorporation and Bylaws

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

Nevada Anti-Takeover Statute

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

Limitations on Liability and Indemnification of Officers and Directors

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

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

Authorized but Unissued Shares

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

SHARES ELIGIBLE FOR FUTURE SALE

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

Based on the number of shares of Common Stock outstanding as of January 29, 2018, after giving pro forma effect to the closing of this offering we will have 16,673,477 shares of Common Stock outstanding, assuming (1) no exercise of the underwriters' option to purchase additional shares of Common Stock and/or warrants and (2) no exercise of outstanding options or warrants. Of those shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our "affiliates," as that term is defined in Rule 144, may only be sold in compliance with the limitations described below.

Lock-up Agreements

After the lock-up agreements with certain stockholders pertaining to this offering expire: (i) 270 days from the date of this offering unless waived earlier by the representative, up to 6,794,978 of the shares that had been locked up; and (ii) 90 days from the date of this offering unless waived earlier by the representative, up to 205,410 of the shares that had been locked up, will be eligible for future sale in the public market. After the lock-up agreements with our directors and officers and JMJ pertaining to this offering expire 180 days from the date of this offering unless waived earlier by the representative, up to 6,417,689 of the shares (including shares of Common Stock issuable upon conversion of our Series D Preferred Stock) (net of any shares also restricted by lock-up agreements with certain stockholders) that had been locked up will be eligible for future sale in the public market. Sales of a significant number of these shares of Common Stock in the public market could reduce the market price of the Common Stock.

These lock-up agreements state that our directors and executive officers and certain stockholders have agreed with the underwriters that for a period of 180 days after the date of this prospectus in the case of directors and executive officers, and 270 days or 90 days after the date of this prospectus in the case of certain stockholders, except with the prior written consent of the representatives and subject to specified exceptions, we or they will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock. Following the expiration of the lock-up agreements, shares will become eligible for sale subject to Rule 144 (assuming our listing application is approved by NASDAQ and register our Common Stock as a class pursuant to the Exchange Act).

Rule 144

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

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

In general, under Rule 144, as currently in effect, an affiliate who beneficially owns shares that were purchased from us, or any affiliate, at least six months previously, is entitled to sell, upon the expiration of the lock-up agreement described above, within any three-month period beginning 90 or 270 days (for certain stockholders) and 180 days (for our directors and officers) from the date of this offering, a number of shares that does not exceed the greater of 1% of our then-outstanding shares of Common Stock, which equals approximately shares immediately after this offering, or the average reported weekly trading volume of our Common Stock on NASDAQ during the four calendar weeks preceding the filing of a notice of the sale on Form 144.

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

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

Options and Warrants

As of January 29, 2018, we had outstanding stock options and warrants to purchase a total of 198,037 shares of our Common Stock consisting of: (i) 105,136 shares of Common Stock issuable upon exercise of outstanding warrants with a weighted average exercise price of $44.93; and (ii) 92,901 shares issuable upon exercise of outstanding options with a weighted average exercise price of $52.77, under our equity compensation plans.

As of January 29, 2018, we currently owe (i) 15,240 shares issuable to Mr. Farkas upon exercise of options to be issued pursuant to the Third Amendment with the options having a weighted average exercise price of $34.06; (ii) 15,000 shares of Common Stock issuable to Mr. Farkas upon exercise of options to be issued as replacements of expired options with the options having a weighted average exercise price of $5.30; (iii) 16,600 shares issuable to Mr. Feintuch upon exercise of outstanding options issued pursuant to the Compensation Agreement with the options having a weighted average exercise price of $34.34; (iv) 86,741 shares of Common Stock issuable to Mr. Shapiro upon exercise of warrants to be issued upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price); and (v) 66,721 shares of Common Stock issuable to Mr. Engel upon exercise of warrants to be issued upon the closing of the offering pursuant to an agreement with the Company with the warrants having a weighted average exercise price of $5.00 (which is the assumed public offering price).

Of the total number of shares of our Common Stock issuable under the options, all are subject to contractual lock-up agreements, and will become eligible for sale subject to Rule 144 at the expiration of those agreements. Upon the exercise of outstanding warrants, such warrant shares will become eligible for sale subject to Rule 144.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

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

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

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

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

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

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

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

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

Consequences to U.S. Holders

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

- an individual citizen or resident of the United States;

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

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

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

Distributions

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

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

Constructive Distributions

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

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

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

Sale, Exchange or Other Taxable Disposition of Common Stock

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

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

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

Exercise of a Warrant

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

Consequences to Non-U.S. Holders

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

Distributions

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

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

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

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

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

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

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

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

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

Federal Estate Tax

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

Backup Withholding and Information Reporting

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

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

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

Foreign Account Tax Compliance

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

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

UNDERWRITING

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

Name of Underwriter	Number of Units
Joseph Gunnar & Co., LLC	
The Benchmark Company, LLC	
Dawson James Securities, Inc.	
Total	

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

Over-Allotment Option

We have granted to the underwriters a 45-day option to purchase up to an aggregate of 690,000 additional shares of Common Stock and/or warrants to purchase 1,380,000 shares of Common Stock (equal to 15% of the number of shares and warrants underlying the units sold in the offering), in any combination thereof, at the public offering price per share and per warrant, respectively, less underwriting discounts and commissions. The underwriters may exercise this option for 45 days from the date of this prospectus solely to cover sales of shares of Common Stock and/or warrants by the underwriters in excess of the total number of shares of Common Stock and/or warrants underlying the units set forth in the table above. If any of these additional shares and/or warrants are purchased, the underwriters will offer the additional shares and/or warrants on the same terms as those on which the units are being offered.

Discounts and Commissions

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

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

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

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

We have also agreed to pay the representative's expenses relating to the offering, including expenses and disbursements relating to background checks of our officers and directors, commemorative mementos and lucite tombstones, fees and expenses of the representative's legal counsel, $25,000 of which has been paid in advance and will be returned to us to the extent that offering expenses are not actually incurred in compliance with FINRA Rule 5110(f)(2)(C), book-building, prospectus tracking and compliance software for this offering, and up to $20,000 of the representative's actual accountable road show expenses for the offering, provided, however, that the accountable expenses to be reimbursed shall not exceed $217,500 in the aggregate.

The total estimated expenses of the offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding underwriting discounts, commissions and expenses, are approximately $604,585 and are payable by us.

Discretionary Accounts

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

No Directed Share Program

On or about January 12, 2018, the Email was sent by the Company to members of the Blink network. The Email stated in part that the underwriters of this offering had agreed to consider to reserve units for purchase by members of the Blink network. The underwriters had not obligated themselves to reserve such units and have determined not to reserve any units in this offering specifically for such members. The term "Email" is defined above in the Risk Factor "We may have a Contingent Liability Arising out of an Electronic Communication Sent by the Company to a Number of Prospective Investors in this Offering, which may Constitute a Potential Violation of Section 5 of the Securities Act."

Lock-Up Agreements

Pursuant to "lock-up" agreements, we, our executive officers and directors, and certain of our stockholders, have agreed, without the prior written consent of the Representative not to directly or indirectly, offer to sell, sell, pledge or otherwise transfer or dispose of any of shares of (or enter into any transaction or device that is designed to, or could be expected to, result in the transfer or disposition by any person at any time in the future of) our Common Stock, enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of shares of our Common Stock, make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock or any other securities of the Company or publicly disclose the intention to do any of the foregoing, subject to customary exceptions, for a period of 180 days from the date of this prospectus, in the case of our directors and officers, and 90 or 270 days from the date of this prospectus, in the case of certain stockholders.

Right of First Refusal

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

Indemnification

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

OTC Pink Current Information Marketplace and NASDAQ Capital Market

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

Price Stabilization, Short Positions and Penalty Bids

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

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

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

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

Electronic Offer, Sale and Distribution of Shares

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

Other Relationships

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

In connection with the JMJ transaction in October 2016, we entered into a placement agency agreement with the Representative pursuant to which we have paid the Representative a cash fee of $109,000 (and owe $77,245) based on the $3,500,000 advanced by JMJ through January 29, 2018 as well as, separately from and unrelated to the JMJ Financing, JMJ's loan of $250,000 to the Company on January 22, 2018 which we will be paying back at the closing of the offering. The cash fee is not included in the aggregate compensation attributed to the Representative for the offering.

Pricing of the Offering

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

Offer Restrictions Outside the United States

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

Australia

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

Canada

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

China

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

European Economic Area — Belgium, Germany, Luxembourg and Netherlands

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

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

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

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

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

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

France

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

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

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

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

Ireland

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

Israel

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

Italy

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

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

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

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

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

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

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

Japan

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

Portugal

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

Sweden

This document has not been, and will not be, registered with or approved by Finansinspektionen (the Swedish Financial Supervisory Authority). Accordingly, this document may not be made available, nor may the securities be offered for sale in Sweden, other than under circumstances that are deemed not to require a prospectus under the Swedish Financial Instruments Trading Act (1991:980) (Sw. lag (1991:980) om handel med finansiella instrument). Any offering of securities in Sweden is limited to persons who are "qualified investors" (as defined in the Financial Instruments Trading Act). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Switzerland

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

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

This document is personal to the recipient only and not for general circulation in Switzerland.

United Arab Emirates

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

No offer or invitation to subscribe for securities is valid or permitted in the Dubai International Financial Centre.

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ("FSMA")) has been published or is intended to be published in respect of the securities. This document is issued on a confidential basis to "qualified investors" (within the meaning of section 86(7) of FSMA) in the United Kingdom, and the securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA. This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received in connection with the issue or sale of the securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of FSMA does not apply to our Company.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for our Common Stock is Worldwide Stock Transfer, LLC, One University Plaza, Suite 505, Hackensack, New Jersey 07601.

LEGAL MATTERS

Lucosky Brookman LLP, Woodbridge, New Jersey, will pass upon the validity of the securities being offered by this prospectus. Ellenoff Grossman & Schole LLP, New York, New York is acting as counsel for the underwriters.

EXPERTS

The consolidated financial statements as of December 31, 2015 and 2016, and for each of the years in the two-year period ended December 31, 2016, have been included herein in reliance upon the report of Marcum LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the securities offered hereby. This prospectus, which constitutes a part of the registration statement, does not contain all of the information in the registration statement and the exhibits of the registration statement. For further information with respect to us and the securities being offered under this prospectus, we refer you to the registration statement, including the exhibits and schedules thereto.

You may read and copy the registration statement of which this prospectus is a part at the SEC's Public Reference Room, which is located at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of the registration statement by writing to the SEC and paying a fee for the copying cost. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the SEC's Public Reference Room. In addition, the SEC maintains an Internet web site, which is located at *www.sec.gov*, which contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. You may access the registration statement of which this prospectus is a part at the SEC's Internet web site. We are subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC.

BLINK CHARGING CO.

INDEX TO FINANCIAL STATEMENTS

	Page
Report of Independent Registered Public Accounting Firm	F-2
Consolidated Balance Sheets as of December 31, 2016 and 2015	F-3
Consolidated Statements of Operations for the Years Ended December 31, 2016 and 2015	F-4
Consolidated Statements of Changes in Stockholders' Deficiency for the Years Ended December 31, 2016 and 2015	F-5
Consolidated Statements of Cash Flows for the Years Ended December 31, 2016 and 2015	F-6
Notes to Audited Consolidated Financial Statements	F-8
Condensed Consolidated Balance Sheets as of September 30, 2017 (Unaudited) and December 31, 2016	F-44
Unaudited Condensed Consolidated Statements of Operations for the Three and Nine Months Ended September 30, 2017 and 2016	F-45
Unaudited Condensed Consolidated Statements of Changes in Stockholders' Deficiency for the Nine Months Ended September 30, 2017	F-46
Unaudited Condensed Consolidated Statements of Cash Flows for the Nine Months Ended September 30, 2017 and 2016	F-47
Notes to Unaudited Condensed Financial Statements	F-49

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Blink Charging Co. (f/k/a Car Charging Group, Inc.) and Subsidiaries

We have audited the accompanying consolidated balance sheets of Blink Charging Co. (f/k/a Car Charging Group, Inc.) and Subsidiaries (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of operations, changes in stockholders' deficiency, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Blink Charging Co. (f/k/a Car Charging Group, Inc.) and Subsidiaries as of December 31, 2016 and 2015, and the consolidated results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 2, the Company has incurred net losses since inception and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are described in Note 2. The financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

Marcum LLP
New York, NY
April 14, 2017, except for Note 18, as to which the date is August 29, 2017

BLINK CHARGING CO. & SUBSIDIARIES

Consolidated Balance Sheets

	December 31, 2016	December 31, 2015
Assets		
Current Assets:		
Cash	$ 5,898	$ 189,231
Accounts receivable and other receivables, net	128,315	551,214
Inventory, net	394,825	744,150
Prepaid expenses and other current assets	84,631	429,798
Total Current Assets	613,669	1,914,393
Fixed assets, net	755,682	1,500,893
Intangible assets, net	116,482	126,797
Deferred public offering costs	335,475	-
Other assets	89,573	132,043
Total Assets	$ 1,910,881	$ 3,674,126
Liabilities and Stockholders' Deficiency		
Current Liabilities:		
Accounts payable	$ 3,500,267	$ 2,160,433
Accounts payable [1]	3,728,193	3,908,009
Accrued expenses	7,955,976	5,146,724
Accrued expenses [1]	5,969	5,969
Accrued public information fee	3,005,277	2,433,734
Derivative liabilities	1,583,103	1,350,881
Convertible notes payable, net of debt discount of $501,981 as of December 31, 2016	581,274	50,000
Convertible notes payable - related party	495,000	-
Notes payable - related party	-	20,000
Current portion of notes payable	342,781	351,954
Current portion of deferred revenue	600,700	924,123
Total Current Liabilities	21,798,540	16,351,827
Deferred revenue, net of current portion	99,495	109,180
Notes payable, net of current portion	-	4,815
Total Liabilities	21,898,035	16,465,822
Series B Convertible Preferred Stock, 10,000 shares designated, 8,250 and 8,250 shares issued and outstanding as of December 31, 2016 and 2015, respectively	825,000	825,000
Commitments and contingencies		
Stockholders' Deficiency:		
Preferred stock, $0.001 par value, 40,000,000 shares authorized;		
Series A Convertible Preferred Stock, 20,000,000 shares designated, 11,000,000 and 10,500,000 shares issued and outstanding as of December 31, 2016 and 2015, respectively	11,000	10,500
Series C Convertible Preferred Stock, 250,000 shares designated, 150,426 and 120,330 shares issued and outstanding at December 31, 2016 and 2015, respectively	150	120
Common Stock, $0.001 par value, 500,000,000 shares authorized, 1,609,530 and 1,592,415 shares issued and outstanding at December 31, 2016 and 2015, respectively	1,610	1,592
Additional paid-in capital	64,078,212	63,754,877
Accumulated deficit	(81,071,782)	(73,372,655)
Total Car Charging Group Inc. - Stockholders' Deficiency	(16,980,840)	(9,605,566)
Non-controlling interest [1]	(3,831,314)	(4,011,130)
Total Stockholder's Deficiency	(20,812,154)	(13,616,696)
Total Liabilities and Stockholders' Deficiency	$ 1,910,881	$ 3,674,126

[1] - Related to 350 Green, which became a variable interest entity of the Company on April 17, 2014.

The accompanying notes are an integral part of these consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Consolidated Statements of Operations

	For The Years Ended December 31,	
	2016	**2015**
Revenues:		
Charging service revenue - company-owned charging stations	$ 1,144,016	$ 1,074,163
Product sales	1,126,939	805,143
Grant and rebate revenue	332,672	1,169,149
Warranty revenue	136,375	82,508
Network fees	244,509	179,254
Other	341,510	647,578
Total Revenues	3,326,021	3,957,795
Cost of Revenues:		
Cost of charging services - company-owned charging stations	189,498	184,312
Host provider fees	458,931	326,872
Cost of equipment sales	501,729	370,926
Network costs	511,438	460,770
Warranty and repairs and maintenance	346,477	671,474
Depreciation and amortization	805,607	847,384
Total Cost of Revenues	2,813,680	2,861,738
Gross Profit	512,341	1,096,057
Operating Expenses:		
Compensation	4,879,612	8,200,246
Other operating expenses	1,451,683	1,662,748
General and administrative expenses	1,393,954	2,552,857
Total Operating Expenses	7,725,249	12,415,851
Loss From Operations	(7,212,908)	(11,319,794)
Other (Expense) Income:		
Interest expense	(256,098)	(82,565)
Amortization of discount on convertible debt	(962,412)	(63,473)
Gain on settlement or forgiveness of accounts payable and accrued expenses	840,625	60,597
Gain on settlement of other trade liabilities	-	209,086
Change in fair value of warrant liabilities	727,239	3,262,637
Loss on disposal of fixed assets	(17,557)	-
Gain on sale of fixed assets, net	-	81,567
Investor warrant expense	(7,295)	(275,908)
Non-compliance penalty for delinquent regular SEC filings	(571,543)	(1,722,217)
Non-compliance penalty for SEC registration requirement	(239,178)	(228,750)
Release from obligation to U.S. Department of Energy	-	1,833,896
Total Other (Expense) Income	(486,219)	3,074,870
Net Loss	(7,699,127)	(8,244,924)
Less: Net income attributable to the noncontrolling interests	-	389,600
Net Loss Attributable to Car Charging Group, Inc.	(7,699,127)	(8,634,524)
Dividend attributable to Series C shareholders	(1,468,500)	(950,100)
Net Loss Attributable to Common Shareholders	$ (9,167,627)	$ (9,584,624)
Net Loss Per Share		
- Basic and Diluted	$ (3.17)	$ (6.06)
Weighted Average Number of Shares of Common Stock Outstanding - Basic and Diluted	2,894,509	1,580,584

The accompanying notes are an integral part of these consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Consolidated Statements of Changes in Stockholders' Deficiency
For the Years Ended December 31, 2016 and 2015

	Convertible Preferred-A		Convertible Preferred-C		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Stock Subscription Proceeds Held In Escrow	Non Controlling Interest Deficit	Total Stockholders' Deficiency
	Shares	Amount	Shares	Amount	Shares	Amount					
Balance - December 31, 2014	10,000,000	$ 10,000	60,250	$ 60	1,555,022	$ 1,555	$58,269,376	$ (64,738,131)	$ (4,000,000)	$(4,400,730)	$ (14,857,070)
Sale of Series C convertible preferred stock, net of issuance costs [1]	-	-	27,556	27	-	-	1,496,937	-	-	-	1,496,964
Release of funds from escrow in connection with sale of Series C convertible preferred stock	-	-	-	-	-	-	-	-	3,000,000	-	3,000,000
Return of escrowed funds to investor in connection with Series C convertible preferred stock	-	-	-	-	-	-	(1,000,000)	-	1,000,000		-
Stock-based compensation	-	-	-	-	-	-	1,631,709	-	-	-	1,631,709
Series C convertible preferred stock issued in settlement of accrued registration rights penalty and related interest	-	-	20,697	21	-	-	2,069,679	-	-	-	2,069,700
Common Stock issued as compensation for services	-	-	-	-	37,293	37	742,563	-	-	-	742,600
Series C convertible preferred stock issued as compensation	-	-	5,050	5	-	-	465,031	-	-	-	465,036
Series A convertible preferred stock issued as compensation											

	500,000	500	-	-	-	-	499,500	-	-	-	500,000
Series C convertible preferred stock dividends:											
Accrual of dividends earned	-	-	-	-	-	-	(950,100)	-	-	-	(950,100)
Payment of dividends in kind	-	-	6,777	7	-	-	677,693	-	-	-	677,700
Option and warrant modification expense	-	-	-	-	-	-	133,092	-	-	-	133,092
Warrants reclassified to derivative liabilities	-	-	-	-	-	-	(281,403)	-	-	-	(281,403)
Net (loss) income	-	-	-	-	-	-	-	$ (8,634,524)	-	389,600	(8,244,924)
Balance - December 31, 2015	10,500,000	$ 10,500	120,330	$ 120	1,592,415	$ 1,592	$63,754,877	$ (73,372,655)	$ -	$(4,011,130)	$ (13,616,696)
Sale of Series C convertible preferred stock, net of issuance costs [2]	-	-	22,786	22	-	-	976,849	-	-	-	976,871
Stock-based compensation	-	-	-	-	3,883	4	381,435	-	-	-	381,439
							-				
Common Stock issued as compensation for services previously accrued	-	-	-	-	18,078	18	(18)	-	-	-	-
Return and retirement of Common Stock in connection with settlement	-	-	-	-	(4,846)	(5)	(44,995)	-	-	-	(45,000)
Convertible preferred stock issued as compensation to the Chief Operating Officer	500,000	500	750	1	-	-	(501)	-	-	-	-
Series C convertible preferred stock issued as compensation to the Executive Chairman	-	-	444	1	-	-	39,963	-	-	-	39,964
Series C convertible											

preferred stock dividends:											
Accrual of dividends earned	-	-	-	-	-	-	(1,468,500)	-	-	-	(1,468,500)
Payment of dividends in kind	-	-	6,116	6	-	-	611,594	-	-	-	611,600
Warrant modification expense	-	-	-	-	-	-	7,295	-	-	-	7,295
Assumption of liability of 350 Green by Car Charging Group, Inc.	-	-	-	-	-	-	(179,816)	-	-	179,816	-
Net loss	-	-	-	-	-	-	-	$ (7,699,127)	-	-	(7,699,127)
Balance - December 31, 2016	11,000,000	$ 11,000	150,426	$ 150	1,609,530	$ 1,610	$64,078,182	$ (81,071,782)	$ -	$(3,831,314)	$ (20,812,154)

[1] Includes gross proceeds of $1,930,000, issuance costs of $264,720 and warrants with an issuance date fair value of $168,316 recorded as a derivative liability.

[2] Includes gross proceeds of $1,367,120, less issuance costs of $211,835 ($150,383 of cash and $61,452 non-cash) and warrants with an issuance date fair value of $178,414 recorded as a derivative liability.

The accompanying notes are an integral part of these consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Consolidated Statements of Cash Flows

	For The Years Ended December 31,	
	2016	2015
Cash Flows From Operating Activities		
Net loss	$ (7,699,127)	$ (8,244,924)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	861,831	935,355
Accretion of interest expense	63,773	-
Amortization of discount on convertible debt	962,412	63,473
Change in fair value of warrant liabilities	(727,239)	(3,262,637)
Release from obligation to U.S. Department of Energy	-	(1,833,896)
Provision for bad debt	98,650	19,421
Loss on disposal of fixed assets	17,557	-
Gain on sale of fixed assets, net	-	(81,567)
Gain on settlement or forgiveness of accounts payable and accrued expenses	(840,625)	(60,597)
Gain on settlement of other trade liabilities	-	(209,086)
Non-compliance penalty for delinquent regular SEC filings	571,543	1,722,217
Non-compliance penalty for SEC registration requirement	239,178	228,750
Non-cash compensation:		
Convertible preferred stock	131,967	1,158,033
Common Stock	248,545	1,294,132
Options	396,124	1,324,803
Warrants	7,821	288,862
Changes in operating assets and liabilities:		
Accounts receivable and other receivables	324,249	(285,926)
Inventory	289,616	288,518
Prepaid expenses and other current assets	397,667	(338,821)
Other assets	42,470	472,980
Accounts payable and accrued expenses	2,181,363	798,118
Deferred rent	-	(6,564)
Deferred revenue	(316,798)	(207,881)
Total Adjustments	4,950,104	2,307,687
Net Cash Used in Operating Activities	(2,749,023)	(5,937,237)
Cash Flows From Investing Activities		
Purchase of fixed assets	(80,463)	-
Proceeds from sale of fixed assets	-	108,701
Investment in estate of Ecotality net of amount owed to Ecotality Estate Creditor's Committee	-	(210,965)
Net Cash Used In Investing Activities	(80,463)	(102,264)
Cash Flows From Financing Activities		
Proceeds from sale of shares of Series C Convertible Preferred stock and warrants	1,367,120	4,930,000
Payment of Series C Convertible Preferred Stock issuance costs	(52,500)	-
Payments of future public offering costs	(53,640)	-
Payment of debt issuance costs	(87,405)	-
Bank overdrafts, net	11,566	-
Proceeds from issuance of a convertible note payable	1,000,000	-
Proceeds from issuance of convertible notes payable to a related party	600,000	-
Repayment of notes and convertible notes payable	(138,988)	(328,330)
Net Cash Provided by Financing Activities	2,646,153	4,601,670
Net Decrease In Cash	(183,333)	(1,437,831)
Cash - Beginning of Year	189,231	1,627,062
Cash - Ending of Year	$ 5,898	$ 189,231

The accompanying notes are an integral part of these consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Consolidated Statements of Cash Flows - Continued

	For The Years Ended December 31,			
	2016		**2015**	
Supplemental Disclosures of Cash Flow Information:				
Cash paid during the years for:				
Interest expense	$	2,414	$	34,414
Non-cash investing and financing activities:				
Return and retirement of Common Stock in connection with settlement	$	45,000	$	-
Issuance of Common Stock for services previously accrued	$	26,982	$	94,999
Issuance of Series C Convertible Preferred Stock in settlement of accrued registration rights penalty and related interest	$	-	$	2,069,700
Accrual of contractual dividends on Series C Convertible Preferred Stock	$	1,468,500	$	950,100
Issuance of Series C Convertible Preferred Stock in satisfaction of contractual dividends	$	(611,600)	$	(677,700)
Warrants issued in connection with extension of convertible note payable	$	-	$	42,242
Warrants reclassified to derivative liabilities	$	-	$	281,403
Issuance of Series B Convertible Preferred Stock to the Creditors of ECOtality	$	-	$	825,000
Accrual of issuance costs on Series C Convertible Preferred Stock	$	159,335	$	-
Transfer of inventory to fixed assets	$	59,709	$	-
Warrants issued as debt discount in connection with issuances of notes payable - related party	$	204,465	$	-
Warrants issued in connection with sale of Series C convertible preferred stock	$	178,414	$	-
Warrants issued as debt discount in connection with issuances of notes payable	$	285,468	$	-
Accrual of deferred public offering costs	$	281,835	$	-

The accompanying notes are an integral part of these consolidated financial statements.

1. BUSINESS ORGANIZATION AND NATURE OF OPERATIONS

Blink Charging Co. (f/k/a Car Charging Group, Inc.) ("CCGI") was incorporated on October 3, 2006 under the laws of the State of Nevada as New Image Concepts, Inc. On December 7, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

CCGI, through its wholly-owned subsidiaries (collectively, the "Company" or "Car Charging"), acquires and installs electric vehicle ("EV") charging stations and shares servicing fees received from customers that use the charging stations with the property owner(s), on a property by property basis. In addition, the Company sells hardware and enters into individual arrangements for this purpose with various property owners, which may include municipalities, garage operators, hospitals, multi-family properties, shopping malls and facility owner/operators.

2. GOING CONCERN AND MANAGEMENT'S PLANS

As of December 31, 2016, the Company had a cash balance, a working capital deficiency and an accumulated deficit of $5,898, $21,184,871 and $81,071,782, respectively. During the years ended December 31, 2016 and 2015, the Company incurred net losses of $7,699,127 and $8,244,924, respectively. These conditions raise substantial doubt about the Company's ability to continue as a going concern within a year after the issuance date of this filing.

Since inception, the Company's operations have primarily been funded through proceeds received in equity and debt financings. Although management believes that the Company has access to capital resources, there are currently no commitments in place for new financing at this time, except as described below, and there is no assurance that the Company will be able to obtain funds on commercially acceptable terms, if at all. There is also no assurance that the amount of funds the Company might raise will enable the Company to complete its development initiatives or attain profitable operations. If the Company is unable to obtain additional financing on a timely basis, it may have to curtail its development, marketing and promotional activities, which would have a material adverse effect on the Company's business, financial condition and results of operations, and ultimately the Company could be forced to discontinue its operations and liquidate.

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplate continuation of the Company as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The consolidated financial statements do not include any adjustment that might become necessary should the Company be unable to continue as a going concern.

Subsequent to December 31, 2016, the Company received an aggregate of $1,252,667 associated with the issuances of convertible and non-convertible notes payable. In addition, pursuant to a convertible note, an additional $1,294,900 of funding could be released to the Company upon the completion of certain contractually defined milestones. See Note 11 – Notes Payable – Convertible Notes and Other, Note 18 – Subsequent Events – Convertible Note and Note 18 – Subsequent Events - Non-Convertible Notes – Related Party for additional details. There can be no assurance that the Company will be successful in attaining the defined milestones. The Company is currently funding its operations on a month-to-month basis. While there can be no assurance that it will be successful, the Company is in active negotiations to raise additional capital.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of CCGI and its wholly-owned subsidiaries, including Car Charging, Inc., Beam Charging LLC ("Beam"), EV Pass LLC ("EV Pass"), Blink Network LLC ("Blink") and Car Charging China Corp. ("Car Charging China"). All intercompany transactions and balances have been eliminated in consolidation.

Through April 16, 2014, 350 Green LLC ("350 Green") was a wholly-owned subsidiary of the Company in which the Company had full voting control and was therefore consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. The Company determined that it is the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in the Company's consolidated financial statements.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

USE OF ESTIMATES

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the financial statements. The Company's significant estimates used in these financial statements include, but are not limited to, stock-based compensation, accounts receivable reserves, warranty reserves, inventory valuations, the valuation allowance related to the Company's deferred tax assets, the carrying amount of intangible assets, estimates of future EV sales and the effects thereon, fair value of derivative liabilities and the recoverability and useful lives of long-lived assets. Certain of the Company's estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and could cause actual results to differ from those estimates.

CASH

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents in the consolidated financial statements. The Company has cash on deposits in several financial institutions which, at times, may be in excess of FDIC insurance limits. The Company has not experienced losses in such accounts.

ACCOUNTS RECEIVABLE

Accounts receivable are carried at their contractual amounts, less an estimate for uncollectible amounts. As of December 31, 2016 and 2015, there was an allowance for uncollectable amounts of $42,349 and $140,998, respectively. Management estimates the allowance for bad debts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Past due accounts are generally written off against the allowance for bad debts only after all collection attempts have been exhausted.

INVENTORIES

Inventory is comprised of electric charging stations and related parts, which are available for sale or for warranty requirements. Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out method. Inventory that is sold to third parties is included within cost of sales and inventory that is installed on the premises of participating owner/operator properties, where the Company retains ownership, is transferred to fixed assets at the carrying value of the inventory. The Company periodically reviews for slow-moving, excess or obsolete inventories. Products that are determined to be obsolete, if any, are written down to net realizable value. Based on the aforementioned periodic reviews, the Company recorded an inventory reserve for slow-moving, excess or obsolete inventories of $154,000 and $290,000 as of December 31, 2016 and 2015, respectively.

As of December 31, 2016 and 2015, the Company's inventory was comprised solely of finished goods and parts that are available for sale.

FIXED ASSETS

Fixed assets are stated at cost, net of accumulated depreciation and amortization which is recorded commencing at the in-service date using the straight-line method over the estimated useful lives of the assets, as set forth in the following table:

Asset	**Useful Lives (In Years)**
Computer software and office and computer equipment	3 - 5
Machinery and equipment, automobiles, furniture and fixtures	3 - 10
Installed Level 2 electric vehicle charging stations	3
Installed Level 3 (DC Fast Chargers ("DCFC")) electric vehicle charging stations	5

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

FIXED ASSETS - CONTINUED

When fixed assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the statements of operations for the respective period. Minor additions and repairs are expensed in the period incurred. Major additions and repairs which extend the useful life of existing assets are capitalized and depreciated using the straight-line method over their remaining estimated useful lives.

EV charging stations represents the cost, net of accumulated depreciation, of charging devices that have been installed on the premises of participating owner/operator properties or are earmarked to be installed. The Company held approximately $48,000 and $29,000 in EV charging stations that were not placed in service as of December 31, 2016 and 2015, respectively.

The Company's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The Company assesses the recoverability of its long-lived assets by monitoring current selling prices of car charging units in the open market, the adoption rate of various auto manufacturers in the EV market and projected car charging utilization at various public car charging stations throughout its network in determining fair value. An impairment loss would be recognized when estimated future cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. See Note 6 – Fixed Assets for additional details.

CAPITALIZED SOFTWARE DEVELOPMENT COSTS

The Company capitalizes software development costs in accordance with Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") Topic 985 "Software". Capitalization of software development costs begins upon the determination of technological feasibility. The determination of technological feasibility and the ongoing assessment of the recoverability of these costs requires considerable judgment by management with respect to certain external factors, including anticipated future gross product revenues, estimated economic life and changes in hardware and software technology. Historically, software development costs incurred subsequent to the establishment of technological feasibility have not been material.

INTANGIBLE ASSETS

Intangible assets were acquired in conjunction with the acquisitions of Beam, EV Pass, and Blink during 2013 and were recorded at their fair value at such time. Trademarks are amortized on a straight-line basis over their useful life of ten years. Patents are amortized on a straight-line basis over the lives of the patent (twenty years or less), commencing when the patent is approved and placed in service on a straight-line basis.

SEGMENTS

The Company operates a single segment business as disclosed in the notes to the consolidated financial statements. The Company's chief operating decision maker views the Company's operating performance on a consolidated basis as its only business is the sale and distribution of electric vehicle charging machines and revenues that it earns from customers who use machines connected to its network, whether owned by the Company or third party hosts.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

DERIVATIVE FINANCIAL INSTRUMENTS

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the FASB ASC. The accounting treatment of derivative financial instruments requires that the Company record the conversion options and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

The Binomial Lattice Model was used to estimate the fair value of the warrants that are classified as derivative liabilities on the consolidated balance sheets. The model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the weighted average life of the warrants.

SEQUENCING POLICY

Under ASC 815-40-35, the Company has adopted a sequencing policy whereby, in the event that reclassification of contracts from equity to assets or liabilities is necessary pursuant to ASC 815 due to the Company's inability to demonstrate it has sufficient authorized shares, shares will be allocated on the basis of the earliest issuance date of potentially dilutive instruments, with the earliest grants receiving the first allocation of shares.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820") which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

The carrying amounts of the Company's financial instruments, such as cash and cash equivalents, accounts receivable and accounts payable approximate fair values due to the short-term nature of these instruments. The carrying amount of the Company's notes payable approximates fair value because the effective yields on these obligations, which include contractual interest rates, taken together with other features such as concurrent issuance of warrants, are comparable to rates of returns for instruments of similar credit risk.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

REVENUE RECOGNITION

The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. Accordingly, when a customer completes use of a charging station, the service can be deemed rendered and revenue may be recognized based on the time duration of the session or kilowatt hours drawn during the session. Sales of EV stations are recognized upon shipment to the customer, free on board shipping point, or the point of customer acceptance.

Governmental grants and rebates pertaining to revenues and periodic expenses are recognized as income when the related revenue and/or periodic expense are recorded. Government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the related depreciation expense of the related asset over their useful lives.

For arrangements with multiple elements, which is comprised of (1) a charging unit, (2) installation of the charging unit, (3) maintenance and (4) network fees, revenue is recognized dependent upon whether vendor specific objective evidence ("VSOE") of fair value exists for separating each of the elements. The Company determined that VSOE exists for both the delivered and undelivered elements of the company's multiple-element arrangements. The Company limited their assessment of fair value to either (a) the price charged when the same element is sold separately or (b) the price established by management having the relevant authority.

CONCENTRATIONS

During the year ended December 31, 2016, revenues generated from Entity C represented approximately 13% of the Company's total revenue. During the year ended December 31, 2015, revenues generated from Entity A and Entity C represented approximately 18% and 16% of the Company's total revenue, respectively. The Company generated grant revenues from a governmental agency (Entity A) and charging service revenues from a customer (Entity C). As of December 31, 2016, accounts receivable from Entity C were 18% of total accounts receivable.

RECLASSIFICATIONS

Certain prior year balances have been reclassified in order to conform to current year presentation. These reclassifications have no effect on previously reported results of operations or loss per share.

STOCK-BASED COMPENSATION

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is measured on the measurement date and re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Awards granted to non-employee directors for their service as a director are treated on the same basis as awards granted to employees. The Company computes the fair value of equity-classified warrants and options granted using the Black-Scholes option pricing model.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

INCOME TAXES

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of items that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Operations in the period that includes the enactment date. As of December 31, 2016 and 2015, the Company maintained a full valuation allowance against its deferred tax assets since it is more likely than not that the future tax benefit on such temporary differences will not be realized.

The Company recognizes the tax benefit from an uncertain income tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement by examining taxing authorities. The Company has open tax years going back to 2013 which may be subject to audit by federal and state authorities. The Company's policy is to recognize interest and penalties accrued on uncertain income tax positions in interest expense in the Company's consolidated statements of operations. As of December 31, 2016 and 2015, we had no liability for unrecognized tax benefits. The Company does not expect the unrecognized tax benefits to change significantly over the next 12 months.

NET LOSS PER COMMON SHARE

Basic net loss per common share is computed by dividing net loss by the weighted average number of vested shares of Common Stock outstanding during the period. Diluted net loss per common share is computed by dividing net loss by the weighted average number vested of shares of Common Stock, plus the net impact of shares of Common Stock (computed using the treasury stock method), if dilutive, resulting from the exercise of outstanding stock options and warrants, plus the conversion of preferred stock and convertible notes.

The following Common Stock equivalents are excluded from the calculation of weighted average dilutive shares of Common Stock because their inclusion would have been anti-dilutive:

	December 31,	
	2016	2015
Preferred stock	1,053,004	967,563
Warrants	1,035,115	1,220,872
Options	149,233	155,633
Convertible notes	16,332	977
Total potentially dilutive shares	2,253,684	2,345,045

In August 2017, the Farkas Group Inc., a company controlled by our Executive Chairman, exercised 3.1 million warrants, of which 3 million warrants were issued and outstanding as of December 31, 2016, exercisable at $0.70 per share, into 2,990,404 common shares on a cashless basis in accordance with warrant terms. These warrants were not subject to the reverse split of 1:50. The 3 million shares were deemed to be nominal shares and are shown as outstanding on a weighted average basis based on date of issuance for purposes of computing net loss per share for the year ended December 31, 2016.

COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

LITIGATION AND DISPUTES

The Company records legal costs associated with loss contingencies as incurred and accrues for all probable and estimable settlements.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

RECENTLY ISSUED ACCOUNTING STANDARDS

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

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

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

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

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

4. ECOTALITY ESTATE ACQUISTION

On December 31, 2014, the United States Bankruptcy Court, District Arizona ("Bankruptcy Court") issued a Confirmation Order Pursuant to Bankruptcy Rule 9024 in the Bankruptcy case, in regards to: Electric Transportation Engineering Corporation (Case No. 13-626), confirming a Plan of Reorganization of Electric Transport Engineering Corporation, whereby the Official Committee of Unsecured Creditors of the estate ("Creditors") would own 50% of the Reorganized Electric Transport Engineering Corporation ("Reorganized ETEC") in consideration, of foregoing the amounts formerly owed by the estate and the Company would own the remaining 50% of the Reorganized ETEC. The initial consideration as of December 31, 2014 was $1,000,000, consisting of an initial payment of $275,000 (including $70,000 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink receivable from the estate) and a subsequent cash payment of $725,000. On April 10, 2015, the consideration was amended to $1,200,000 consisting of an initial payment of $375,000 (including $280,965 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink network receivable from the estate) and a subsequent cash payment of $825,000 to the Creditors secured by 8,250 shares of Series B Convertible Preferred Stock issued in 2015 under the amendment. See Note 14 – Stockholders' Deficiency – Preferred Stock - Series B Convertible Preferred Stock for additional details.

As of December 31, 2016 and 2015, the ECOtality estate consisted of no material assets, liabilities or business other than deferred tax assets associated with carryforward net operating losses ("NOLs"). Given that, as of December 31, 2016 and 2015, there was no implemented plan to realize the benefit of those NOLs, the Company recorded a full valuation allowance against such deferred tax assets.

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN

SUMMARY

On April 17, 2014, the Company's Board of Directors executed a resolution to form a trust mortgage relating to 350 Green. On May 29, 2014, the Company and EVSE Management LLC ("EVSE") entered into a Management Services Agreement and on June 27, 2014, EVSE purchased certain assets from 350 Green for total consideration of $860,836 which included a note receivable from Car Charging in the amount of $314,598. On September 8, 2014, the Company entered into an agreement among the trustee of 350 Green, an attorney, 350 Green and the Company whereby the Company would pay the legal fees incurred in connection with an action brought by 350 Green against JNS Power and Control Systems, Inc. ("JNS"). On September 30, 2014, the Company ("Assignor") entered into an Assignment Agreement with Green 350 Trust Mortgage LLC ("Assignee"), an entity formed by the trustee for the sole purpose to entering into this transaction, under which Assignor, the sole member of 350 Green, irrevocably assigned, sold and transferred 100% of the limited liability company membership interests in 350 Green to Assignee and Assignee accepted such transfer for nominal consideration of $100.

Through April 16, 2014, 350 Green was a wholly-owned subsidiary of the Company in which the Company had full control and was consolidated. Beginning on April 17, 2014, 350 Green was deemed to be a VIE and, therefore, we continued to consolidate 350 Green. On July 8, 2015, the Company and the trustee of 350 Green agreed to settle the note receivable in the amount of $314,598 for $25,000 in full satisfaction of the note. On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS. See Note 17 – Commitments and Contingencies – Litigation and Disputes for additional details.

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN – CONTINUED

The following amounts pertaining to 350 Green are included in the consolidated statements of operations for the year ended December 31, 2015:

	For the Years Ended December 31, 2015
Revenues	$ -
Cost of Revenues	(209,086)
Gross Profit	209,086
Operating Expenses:	
Other operating expenses	-
General and administrative expenses	25,114
Loss on sale/replacement of EV charging stations	-
Total Operating Expenses	25,114
Income From Operations	183,972
Other Income (Expense):	
Interest income	6,352
Gain on settlement of accounts payable	155,770
Gain on settlement of debt	314,598
Loss on settlement of note receivable	(271,092)
Total Other Income, net	205,628
Net Income	$ 389,600

The following current liabilities pertaining to 350 Green are included in the consolidated balance sheets:

	December 31,	
	2016	**2015**
Accounts payable	$ 3,728,193	$ 3,908,009
Accrued expenses	5,969	5,969
Total	$ 3,734,162	$ 3,913,978

The following represents the change in the balance of the non-controlling interest:

	For the Years Ended December 31,	
	2016	**2015**
Beginning balance	$ (4,011,130)	$ (4,400,730)
Net income of 350 Green	-	389,600
Assumption of liability of 350 Green by Car Charging Group, Inc.	179,816	-
Ending balance	$ (3,831,314)	$ (4,011,130)

On June 29, 2015, 350 Green recorded a $155,770 gain on the settlement of fees payable to a network operator that originated prior to 2015.

6. FIXED ASSETS

Fixed assets consist of the following:

	December 31, 2016	December 31, 2015
EV charging stations	$ 4,687,294	$ 4,805,340
Software	464,997	464,997
Automobiles	132,751	132,751
Office and computer equipment	125,992	126,459
Machinery and equipment	71,509	71,509
	5,482,543	5,601,056
Less: accumulated depreciation	(4,726,861)	(4,100,163)
Fixed assets, net	$ 755,682	$ 1,500,893

Depreciation and amortization expense related to fixed assets was $851,516 and $925,039 for the years ended December 31, 2016 and 2015, respectively, of which $805,606 and $847,384, respectively, was recorded within cost of sales in the accompanying consolidated statements of operations.

On April 2, 2015, the Company was notified by a host to remove 304 level 2 charging stations from its various locations throughout the United States, installed by 350 Green prior to the Company's acquisition of 350 Green which is currently owned by EVSE. The customer alleged material breaches by 350 Green of the Charging Station License Agreement between the parties. As a result of the notification, the Company performed an impairment test on those specific charging stations and concluded they were fully impaired. On July 10, 2015, the Company sold 142 of these charging stations with no remaining carrying value of $0 to a competitor for an aggregate purchase price of $106,700, resulting in a gain of $106,700 recorded in other (expense) income.

During the year ended December 31, 2015, the Company disposed of fixed assets with a net book value of $25,133 which resulted in a loss on disposal of $25,133 during 2015, which was included within other (expense) income in the consolidated statements of operations.

During the year ended December 31, 2016, the Company disposed of fixed assets with a net book value of $17,557 which resulted in a loss on disposal of $17,557 during 2016, which was included within other (expense) income in the consolidated statements of operations.

7. INTANGIBLE ASSETS

Intangible assets consist of the following:

	December 31, 2016	December 31, 2015
Trademarks	$ 17,580	$ 17,580
Patents	132,661	132,661
	150,241	150,241
Less: accumulated amortization	(33,759)	(23,444)
Intangible assets, net	$ 116,482	$ 126,797

Amortization expense related to intangible assets was $10,315 and $10,316 for the years ended December 31, 2016 and 2015, respectively.

The estimated future amortization expense is as follows:

For the Years Ended December 31,	Patents	Trademarks	Total
2017	$ 7,804	$ 2,511	$ 10,315
2018	7,804	2,511	10,315
2019	7,804	2,511	10,315
2020	7,804	1,144	8,948
2021	7,804	-	7,804
Thereafter	68,785	-	68,785
	$ 107,805	$ 8,677	$ 116,482

8. OTHER ASSETS

Other assets consist of the following:

	December 31, 2016	December 31, 2015
Deposits	$ 34,057	$ 73,513
Inventory conversion costs	51,730	51,716
Other	3,786	6,814
	$ 89,573	$ 132,043

9. ACCRUED EXPENSES

SUMMARY

Accrued expenses consist of the following:

	December 31 2016	December 31 2015
Registration rights penalty	$ 967,928	$ 728,750
Accrued consulting fees	184,800	916,925
Accrued host fees	1,308,897	873,544
Accrued professional, board and other fees	1,381,399	1,069,341
Accrued wages	241,466	187,779
Accrued commissions	445,000	-
Warranty payable	338,000	223,988
Accrued taxes payable	511,902	355,949
Accrued payroll taxes payable	122,069	-
Warrants payable	155,412	77,761
Accrued issuable equity	862,377	324,894
Accrued interest expense	273,838	83,843
Dividend payable	1,150,100	293,200
Other accrued expenses	12,788	10,750
	$ 7,955,976	$ 5,146,724

9. ACCRUED EXPENSES – CONTINUED

REGISTRATION RIGHTS PENALTY

In connection with the sale of the Company's Common Stock and warrants during the year ended December 31, 2013, the Company granted the purchasers and the placement agents registration rights on the Common Stock and warrants within 60 days of the date of the sale of the stock, as amended. The Stock Purchase Agreement ("SPA") provided for a penalty provision of 1% of the gross proceeds for each month that the shares are not registered, not to exceed 10%. The Securities and Exchange Commission ("SEC") notified the Company that it could not review its registration statement until such time as the Company furnished two years of audited financial statements of 350 Green and ECOtality as the acquisitions were deemed significant. The Company sought a waiver of the audit requirement but the SEC denied the granting of a waiver. On February 5, 2015, the holders of a majority of the shares affected by the registration rights penalty granted the Company the option to satisfy the accrued registration rights penalty and related interest as of December 23, 2014 totaling $1,724,823 in Series C Convertible Preferred Stock with a stated value of $100 per share, in lieu of cash. The Company elected this option which required the Company to pay a 20% premium causing the liability to increase to $1,850,188, exclusive of interest of $219,600. On February 10, 2015, the Company issued 20,414 shares of Series C Convertible Preferred Stock and on March 31, 2015, the Company issued the remaining 283 shares of Series C Convertible Preferred Stock, such that there was no liability related to the 2013 SPA as of December 31, 2015.

In connection with the sale of the Company's Series C Convertible Preferred Stock, the Company granted the purchasers certain registration rights. As of December 31, 2015, the Company had not yet filed a registration statement under the Securities Act of 1933. On November 7, 2016, the Company filed a registration statement under the Securities Act of 1933 but, as of December 31, 2016, the registration statement has not been declared effective by the SEC. The registration rights agreements entered into with the Series C Convertible Preferred Stock purchasers provide that the Company has to pay liquidated damages equal to 1% of all Series C subscription amounts received on the date the Series C resale registration statement was due to be filed pursuant to such registration rights agreements. The Company is required to pay such penalty each month thereafter until the resale registration statement is filed and once filed the Company has 30 days for the registration statement to be deemed effective otherwise the penalty resumes each month until the terms are met. The maximum liquidated damages amount is 10% of all Series C subscription amounts received. Failure to pay such liquidated damages results in interest on such damages at a rate of 18% per annum becoming due. As a result, the Company accrued $967,928 and $728,750 of Series C Convertible Preferred Stock registration rights damages at December 31, 2016 and 2015, respectively.

OBLIGATION TO U.S. DEPARTMENT OF ENERGY

Additionally, during 2014, the U.S. Department of Energy ("DOE") notified the Company that it continues to have a property interest in the 107 installed DCFCs if the fair market value of each DCFC had a market value in excess of $5,000 on October 16, 2013, the date of the Blink purchase agreement approved by the bankruptcy court. The DOE requested documentation describing the data, assumption and methodologies that the Company used to determine the value as of the closing date. The Company provided the DOE with additional documentation and calculations supporting its belief that each DCFC acquired as of the closing date of the Blink purchase agreement approved by the bankruptcy court had a fair market value of less than $5,000. On May 5, 2015, the DOE notified the Company that it agreed with the Company's analysis and had determined that the DOE's interest in the DCFCs was extinguished. As a result, the Company reversed the $1,833,896 accrued liability in the second quarter of 2015 commensurate with the date of the DOE notification which resulted in a gain during 2015 of $1,833,896 which was included in other income in the consolidated statement of operations.

DUE TO CREDITORS COMMITTEE OF THE ECOTALITY ESTATE

On April 10, 2015, the consideration associated with the strategic transaction to acquire a 50% interest in the Reorganized Electric Transportation Engineering Corporation of America ("ECOtality") was amended to an aggregate of $1,200,000, consisting of an initial payment of $375,000 (including $280,965 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink network receivable from the estate) and the issuance of 8,250 shares of Series B Convertible Preferred Stock. During the year ended December 31, 2015, the Company paid $210,965 and issued the Series B Convertible Preferred Stock, such that there was no liability as of December 31, 2015.

9. ACCRUED EXPENSES – CONTINUED

ACCRUED PROFESSIONAL, BOARD AND OTHER FEES

Accrued professional, board and other fees consist of investment banking fees, professional fees, bonuses, board of director fees, network fees, installation costs and other miscellaneous fees. As of December 31, 2016 and 2015, accrued investment banking fees were $860,183 and $762,300, respectively, which were payable in cash. See Note 13 – Fair Value Measurement and Note 14 – Stockholders' Deficiency – Preferred Stock - Series C Convertible Preferred Stock for additional details.

On September 22, 2016, the Company was released from a $503,125 liability pursuant to a September 10, 2012 consulting agreement, such that it recognized a gain on forgiveness of accrued expenses of $503,125 during the year ended December 31, 2016.

On December 29, 2016, the Company was released from a $337,500 liability pursuant to a December 10, 2012 professional service agreement, such that it recognized a gain on forgiveness of accrued expenses of $337,500 during the year ended December 31, 2016.

WARRANTY PAYABLE

The Company provides a limited product warranty against defects in materials and workmanship for its Blink residential and commercial chargers, ranging in length from one to two years. The Company accrues for estimated warranty costs at the time of revenue recognition and records the expense of such accrued liabilities as a component of cost of sales. Estimated warranty costs are based on historical product data and anticipated future costs. Should actual failure rates differ significantly from estimates, the impact of these unforeseen costs would be recorded as a change in estimate in the period identified. Warranty expenses for the years ended December 31, 2016 and 2015 were $118,978 and $111,656, respectively.

WARRANTS PAYABLE

As of December 31, 2016 and 2015, the Company accrued $155,412 and $77,761, respectively, related to warrants payable, of which, $151,148 and $77,735, respectively, related to investment banking fees which were payable in warrants. See Note 13 – Fair Value Measurement and Note 13 – Stockholders' Deficiency – Preferred Stock – Series C Convertible Preferred Stock for additional details.

ACCRUED ISSUABLE EQUITY

In connection with the issuance of a convertible note payable during 2016, the Company is obligated to issue to the purchaser shares of Common Stock equal to 48% of the consideration paid by the purchaser. The Company must issue such shares on the earlier of (i) the fifth (5th) trading day after the pricing of the Public Offering and (ii) May 15, 2017. As of March 31, 2017, the purchaser paid aggregate consideration of $1,805,100 to the Company but the Company had not yet issued the Common Stock to the purchaser. As a result, the Company accrued the $866,448 obligation. See Note 11 – Notes Payable – Convertible and Other Notes for additional details.

See Note 17 Commitments and Contingencies – Employment Agreements for additional information regarding accrued issuable equity.

10. ACCRUED PUBLIC INFORMATION FEE

In accordance with certain securities purchase agreements, the Company is required to be compliant with Rule 144(c)(1) of the SEC, as defined, so as to enable investors to sell their holdings of Company shares in accordance with the securities purchase agreements. In the event of the Company's noncompliance with Rule 144(c)(1) at any time after the six-month anniversary of the offering, the investors are entitled to receive a fee of 1% of the aggregate subscription amount of the purchaser's securities, plus an additional 1% for every pro rata 30-day period that the Company is not in compliance (payable in cash or in kind). As of December 31, 2016 and 2015, the Company had accrued $3,005,277 and $2,433,734, respectively, as a result of periods of noncompliance with Rule 144(c)(1). As of December 31, 2016, the Company was in compliance with Rule 144(c)(1).

11. NOTES PAYABLE

CONVERTIBLE AND OTHER NOTES

On February 20, 2015, the Company renegotiated the terms of a $200,000 secured convertible note such that the due date was extended to March 31, 2015. In connection with the extension, the Company issued the investor an immediately vested five-year warrant to purchase 8,000 shares of the Company's Common Stock at an exercise price of $50.00 per share. The warrant had an issuance date fair value of $23,641, which was recognized as amortization of debt discount during the year ended December 31, 2015.

On May 1, 2015, the Company further renegotiated the terms of the $200,000 secured convertible note such that: (i) the unpaid balance would accrue interest at the rate of 2% per month effective April 1, 2015 and (ii) the maturity date was extended to June 1, 2015. In connection with the extension, the Company: (i) issued the lender an immediately vested five-year warrant to purchase 1,000 shares of the Company's Common Stock at $50.00 per share with an issuance date fair value of $13,516 which was recorded as a derivative liability and (ii) extended the expiration dates of warrants issued in October 2012 to purchase 3,000 shares of the Company's Common Stock at an exercise price of $50.00 per share to the lender and its affiliates from October 2015 to October 2017 and recorded incremental compensation cost of $12,954.

On November 9, 2015, the Company further renegotiated the terms of the $200,000 secured convertible note such that: (i) the Company shall pay the lender $61,000 comprised of $50,000 of principal and interest of $11,000; (ii) interest payable on the note accrues interest at a rate of 1.5% per month effective April 1, 2015 and (iii) the maturity date was extended to February 29, 2016. In connection with the extension, the Company issued the lender an immediately vested five-year warrant to purchase 5,600 shares of the Company's Common Stock at $50.00 per share with an issuance date fair value of $7,959 which was recorded as a derivative liability. As of December 31, 2016 and 2015, the Company made an aggregate of $150,000 of principal repayments to the lender, such that a principal balance of $50,000 was outstanding and is currently past due.

The Company entered into a securities purchase agreement, dated October 7, 2016, with a purchaser. In accordance with its terms, the securities purchase agreement became effective upon (i) execution of the purchase agreement, note and warrant, and (ii) delivery of an initial advance pursuant to the note of $500,000. Pursuant to the agreement, the purchaser purchased from the Company (i) a promissory note in the aggregate principal amount of up to $3,725,000, due and payable on the earlier of February 15, 2017 or if the Listing Approval End Date (as defined in the note) is February 28, 2017, March 31, 2017, or the third business day after the closing of the Public Offering (as defined in the securities purchase agreement), and (ii) a warrant to purchase 14,286 shares of the Company's Common Stock at an exercise price per share equal to the lesser of (a) 80% of the per share price of the Common Stock in the Company's contemplated Public Offering, (b) $35.00 per share, (c) 80% of the unit price in the Public Offering (if applicable), d) the exercise price of any warrants issued in the Public Offering, or (e) the lowest conversion price, exercise price, or exchange price, of any security issued by the Company that is outstanding on October 13, 2016. Additionally, pursuant to the securities purchase agreement, on the fifth (5th) trading day after the pricing of the Public Offering, but in no event later than February 28, 2017, or, if the Listing Approval End Date is February 28, 2017, in no event later than March 31, 2017, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares (as defined in the securities purchase agreement) equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Public Offering, or (iv) 80% of the unit price offering price of the Public Offering (if applicable), or (v) the exercise price of any warrants issued in the Public Offering. The securities purchase agreement and promissory note were subsequently amended. See Note 18 Subsequent Events – Convertible Notes for additional information.

Pursuant to the note, the purchaser is obligated to provide the Company additional $250,000 or $500,000 advances under the note as certain milestones, contained in the funding schedule within the note, are achieved (the "Additional Advances"). In the event of an Additional Advance, the Company shall deliver an additional warrant ("Additional Warrant") within three (3) days of such advances with the following terms: (i) an aggregate exercise amount equal to 100% of the principal sum attributable to the Additional Advance (ii) at the per share exercise price then in effect on the warrant, and (iii) the number of shares for which the Additional Warrant is exercisable equal to the aggregate exercise amount for the Additional Warrant divided by the exercise price. The purchaser may, at its election, exercise any of the warrants pursuant to a cashless exercise.

If the Company fails to repay the balance due under the note, or issues a Variable Security (as defined in the note) up to and including the date of the closing of the Public Offering, the purchaser has the right to convert all or any portion of the outstanding note into shares of Common Stock, subject to the terms and conditions set forth in the note. All amounts due under the note become immediately due and payable upon the occurrence of an event of default as set forth in the note.

11. NOTES PAYABLE – CONTINUED

CONVERTIBLE AND OTHER NOTES – CONTINUED

On October 13, 2016, the Company received the initial amount of $500,000 borrowed under the note. Upon the achievement of certain milestones in November 2016, an Additional Advance of $500,000 was received by the Company on November 28, 2016. Pursuant to the terms of the securities purchase agreement, the Company is required to repay an aggregate of $1,064,286 to the purchaser in connection with the advances received during 2016. The $64,286 difference between the principal amount and the cash received was recorded as debt discount and is being accreted to interest expense over the term of the note.

In connection with the advances, five-year warrants to purchase an aggregate of 28,572 shares of Common Stock were issued with an aggregate issuance date fair value of $185,468, which was recorded as a derivative liability. The aggregate exercise price of the warrants is $1,000,000. As of December 31, 2016, the Company had not issued the Origination Shares associated with the advances to-date and, as a result, accrued for the $480,000 obligation as of December 31, 2016. See Note 9 – Accrued Expenses – Accrued Issuable Equity. The conversion option of the note was determined to be a derivative liability. The aggregate issuance date fair value of the warrants, Origination Shares, conversion option, placement agent fees and other issuance costs was $1,290,446, which was recorded as a debt discount against the principal amount of the note. The $290,446 of debt discount in excess of the principal was recognized immediately and the remaining $1,000,000 of debt discount is being recognized over the term of the note.

During the year ended December 31, 2016, the Company made aggregate principal repayments of $13,988 associated with a non-convertible note payable.

CONVERTIBLE AND OTHER NOTES - RELATED PARTY

During the year ended December 31, 2016, the Company issued convertibles notes payable in the aggregate principal amount of $600,000 to a company wholly-owned by the Company's Executive Chairman of the Board of Directors. Notes payable with an aggregate principal amount of $495,000 are to be repaid upon the earlier of (i) the sixty (60) day anniversary of the date of issuance or (ii) the date on which the Company has received at least $1,000,000 in financing from third parties. A note payable with a principal amount of $105,000 was repaid upon the date at which the Company has received payment under an existing grant with the Pennsylvania Turnpike. Interest on the notes accrues at a rate of 18% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. These notes are secured by substantially all of the assets of the Company. In connection with the notes issuances, the Company issued five-year immediately vested warrants to purchase an aggregate of 3,000,000 shares of Common Stock not subject to split at an exercise price of $0.70 per share with an aggregate issuance date fair value of $204,465, which was recorded as a debt discount. In connection with the Company's sequencing policy, the warrants were determined to be derivative liabilities and the conversion options were also determined to be a derivative liability, however, their fair value was de minimis.

During the years ended December 31, 2016 and 2015, the Company made aggregate principal repayments of $125,000 and $115,000, respectively, associated with convertible and other notes payable to the same related party. As of the date of filing, convertible notes payable to a company wholly-owned by the Company's Executive Chairman of the Board of Directors with an aggregate principal amount of $495,000 were outstanding and were past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes. On November 14, 2016, the Company received notices of default with respect to notes payable to a company wholly-owned by the Executive Chairman with an aggregate principal balance of $410,000 which included demands for payment of the outstanding principal and interest within seven days. As of the date of filing there have been no further developments in respect to the demand for payment on these notes payable.

Amortization of debt discount for the years ended December 31, 2016 and 2015 was $962,412 and $63,473, respectively, related to convertible notes payable.

INTEREST EXPENSE

Interest expense on notes payable for the years ended December 31, 2016 and 2015 was $256,098 and $82,565, respectively.

12. DEFERRED REVENUE

The Company is the recipient of various private and governmental grants, rebates and marketing incentives. Reimbursements of periodic expenses are recognized as income when the related expense is incurred. Private and government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the recognition of the related depreciation expense of the related asset over their useful lives.

Grant, rebate and incentive revenue recognized during the years ended December 31, 2016 and 2015 was $332,672 and $1,169,149, respectively.

Deferred revenue consists of the following:

	December 31, 2016	December 31, 2015
Nissan	78,832	$ 144,072
NYSERDA	2,690	90,021
CEC	16,588	84,274
NV Energy Commission	2,626	17,626
PA Turnpike	47,135	64,747
AFIG-PAT	119,453	-
Prepaid Network and Maintenance Fees	176,745	130,083
Green Commuter	128,000	500,000
Other	128,126	2,480
Total deferred revenue	700,195	1,033,303
Deferred revenue, non-current portion	(99,495)	(109,180)
Current portion of deferred revenue	$ 600,700	$ 924,123

It is anticipated that deferred revenue as of December 31, 2016 will be recognized over the next three years as follows:

For the Year Ending December 31,	Revenue
2017	$ 600,700
2018	72,954
2019	26,541
Total	$ 700,195

13. FAIR VALUE MEASUREMENT

See Note 9 – Accrued Expenses – Warrants Payable and Note 13 – Stockholders' Deficiency – Preferred Stock – Series C Convertible Preferred Stock for additional details associated with issuance costs which included an obligation to issue investment banker warrants. See Note 14 – Stockholders' Deficiency for details associated with warrants classified as derivative liabilities that were issued in connection with the sale of Common Stock and Series C Convertible Preferred Stock. See Note 11 – Notes Payable – Convertible and Other Notes for warrants classified as derivative liabilities that were issued in connection with a convertible note.

Assumptions utilized in the valuation of Level 3 liabilities are described as follows:

	For the Year Ended December 31,	
	2016	2015
Risk-free interest rate	0.58% - 1.38%	0.02% - 1.30%
Expected term (years)	2.28 - 5.00	1.00 - 5.05
Expected volatility	114% - 156%	84% - 105%
Expected dividend yield	0.00%	0.00%

The following table sets forth a summary of the changes in the fair value of Level 3 warrant liabilities that are measured at fair value on a recurring basis:

	December 31,	
	2016	2015
Derivative Liabilities		
Beginning balance as of January 1,	$ 1,350,881	$ 3,635,294
Issuance of warrants	957,115	501,259
Change in classification	-	281,403
Change in fair value of derivative liability	(724,893)	(3,067,075)
Ending balance as of December 31,	$ 1,583,103	$ 1,350,881
Warrants Payable		
Beginning balance as of January 1,	$ 77,761	$ 63,533
Provision for new warrant issuances	-	6,059
Accrual of other warrant obligations	81,603	221,709
Change in fair value of warrants payable	(3,952)	(201,621)
Issuance of warrants	-	(11,919)
Ending balance as of December 31,	$ 155,412	$ 77,761

13. FAIR VALUE MEASUREMENT – CONTINUED

Assets and liabilities measured at fair value on a recurring or nonrecurring basis are as follows:

	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 1,583,103	$ 1,583,103
Warrants Payable	-	-	155,412	155,412
Total liabilities	$ -	$ -	$ 1,738,515	$ 1,738,515

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 1,350,881	$ 1,350,881
Warrants payable	-	-	77,761	77,761
Total liabilities	$ -	$ -	$ 1,428,642	$ 1,428,642

14. STOCKHOLDERS' DEFICIENCY

AUTHORIZED CAPITAL

As of December 31, 2016, the Company was authorized to issue 500,000,000 shares of Common Stock, $0.001 par value, and 40,000,000 shares of preferred stock, $0.001 par value. The holders of the Company's Common Stock are entitled to one vote per share. The preferred stock is designated as follows: 20,000,000 shares to Series A Convertible Preferred Stock; 10,000 shares to Series B Convertible Preferred Stock; 250,000 shares to Series C Convertible Preferred Stock; and 19,740,000 shares undesignated.

OMNIBUS INCENTIVE PLANS

On November 30, 2012, the Board of the Company, as well as a majority of the Company's shareholders, approved the Company's 2012 Omnibus Incentive Plan (the "2012 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2012 Plan may be Non-Qualified Stock Options or Incentive Stock Options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be Non-Qualified Stock Options. The 2012 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2012 Plan is 5,000,000, adjusted as provided in Section 11 of the 2012 Plan. The 2012 Plan expired on December 1, 2014. As of December 31, 2016 and 2015, 66,400 stock options had been issued and are outstanding to employees and consultants. All options vest ratably over three years from date of issuance, December 27, 2012, and expire in five years from date of issuance.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

OMNIBUS INCENTIVE PLANS - CONTINUED

On January 11, 2013, the Board of the Company approved the Company's 2013 Omnibus Incentive Plan (the "2013 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2013 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The 2013 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2013 Plan is 5,000,000, adjusted as provided in Section 11 of the 2013 Plan. No awards may be issued after December 1, 2015. The 2013 Plan was approved by a majority of the Company's shareholders on February 13, 2013. As of December 31, 2016 and 2015, options to purchase 44,967 and 47,033, shares of Common Stock respectively were outstanding to employees, respectively, and 27,472 and 27,472 shares of Common Stock, respectively, were outstanding to consultants of the Company.

On March 31, 2014, the Board of the Company approved the Company's 2014 Omnibus Incentive Plan (the "2014 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2014 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The option price must be at least 100% of the fair market value on the date of grant and if issued to a 10% or greater shareholder must be 110% of the fair market value on the date of the grant. The 2014 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2014 Plan is 5,000,000, adjusted as provided in Section 11 of the 2014 Plan. No awards may be issued after December 1, 2016. The 2014 Plan was approved by a majority of the Company's shareholders on April 17, 2014. As of December 31, 2016 and 2015, options to purchase 34,167 and 39,300 shares of Common Stock were outstanding to employees, respectively, and 50,448 and 50,448 shares of Common Stock were outstanding to consultants of the Company, respectively.

On February 10, 2015, the Board of the Company approved the Company's 2015 Omnibus Incentive Plan (the "2015 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2015 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The option price must be at least 100% of the fair market value on the date of grant and if issued to a 10% or greater shareholder must be 110% of the fair market value on the date of the grant. The 2015 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2015 Plan is 5,000,000, adjusted as provided in Section 11 of the 2015 Plan. No awards may be issued after March 11, 2017. The 2015 Plan was approved by a majority of the Company's shareholders on April 21, 2015. As of December 31, 2016 and 2015, options to purchase 3,700 and 2,900 shares of Common Stock were outstanding to employees, respectively, and 9,788 and 9,788 shares of Common Stock were outstanding to consultants of the Company, respectively. As of December 31, 2016, there were 86,012 securities available for future issuance under the 2015 Plan.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK

SERIES A CONVERTIBLE PREFERRED STOCK

On March 24, 2016, the Company issued 500,000 shares of Series A Convertible Preferred Stock to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement. The $500,000 of aggregate fair value of the shares was recognized over the one year service period. The Company recognized $114,754 and $385,246 of stock-based compensation expense during the years ended December 31, 2016 and 2015, respectively, related to the award which is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency.

The Series A Convertible Preferred Stock have a par value of $0.001 and are convertible into 2.5 shares of Common Stock for every Series A Convertible Preferred share so long as Series C Convertible Preferred Stock is outstanding. The Series A Convertible Preferred Stock has no redemption rights. The Series A Convertible Preferred Stock shall have no liquidation preference so long as the Series C Convertible Preferred Stock shall be outstanding. Up until December 23, 2014 (the date of issuance of Series C Convertible Preferred Stock), the Series A Convertible Preferred Stock had five times the vote of a share of its Common Stock equivalent. At the point in time that the Series C Convertible Preferred Stock is no longer outstanding, the super voting rights are automatically reinstated.

See Note 17 – Commitments and Contingencies – Employment Agreement for details associated with the issuance of Series A Convertible Preferred Stock.

SERIES B CONVERTIBLE PREFERRED STOCK

On April 21, 2015, the Company designated 10,000 shares of Series B Convertible Preferred Stock with a par value of $0.001 and a stated value of $100 per share. The Series B Convertible Preferred Stock has no voting rights except under limited conditions. The holders of Series B Convertible Preferred Stock and the holders of Series C Convertible Preferred Stock, shall proportionately be entitled to receive out of the assets, whether capital or surplus, of the Company an amount in cash equal to the stated value for each respective share of Series B Convertible Preferred Stock or Series C Convertible Preferred Stock before any payments or distributions are made to holders of Series A Convertible Preferred Stock or holders of Common Stock. As of December 31, 2015, the liquidation preference for the 8,250 issued and outstanding shares of Series B Convertible Preferred Stock was equal to $825,000. The holder of the Series B Convertible Preferred Stock is entitled to redeem: (i) 2,750 shares on December 31, 2016; (ii) 2,750 shares on December 31, 2017; and (iii) 2,750 shares on December 31, 2018. However, the Company may choose not to honor the redemption request, in which case the holder becomes entitled to immediately, or anytime thereafter, convert the Series B Convertible Preferred Stock into Common Stock by dividing the aggregate stated value by the conversion price. The conversion price is equal to the average closing price of the prior 30 trading days as of the date of the request to convert. The Company may, at any time, elect to redeem all or part of the Series B Convertible Preferred Stock at the stated value.

During the year ended December 31, 2015, the Company issued 8,250 shares of Series B Convertible Preferred Stock to the Creditors of ECOtality as partial consideration for the strategic transaction to acquire a 50% interest in ECOtality. In addition, the parties entered into a tax sharing agreement which stipulates that any benefit that CCGI realizes from the use of the ECOtality net operating loss carryforwards ("NOLs"), up to $925,000, must be paid to the ECOtality estate and such payments would result in the cancellation of a commensurate stated value amount of Series B Convertible Preferred Stock. After reviewing the terms of the Series B Convertible Preferred Stock and the embedded conversion option ("ECO"), the Company determined that the Series B Convertible Preferred Stock is classified as temporary equity and the ECO is not bifurcated, is not accounted for as a derivative and is not a beneficial conversion feature. The temporary equity classification of the Series B Convertible Preferred Stock is in accordance with ASC 480-10-s99 - Distinguishing Liabilities from Equity – Overall – SEC Materials and Accounting Series Release ("ASR") 268 – Presentation in Financial Statements of "Redeemable Preferred Stock", as the Company does not control settlement by delivery of its own shares of Common Stock because there is no cap on the number of shares of Common Stock that could potentially be issuable upon redemption and therefore cash settlement is presumed.

On December 31, 2016, the Company received a notice of redemption from the creditors committee of the ECOtality estate to redeem 2,750 shares of Series B Convertible Preferred Stock for $275,000. As of December 31, 2016, the redemption amount remained outstanding. The Company has the option to settle the redemption request either by the repayment in cash or by the issuance of shares of Common Stock. As of December 31, 2016, the liquidation preference for the Series B Convertible Preferred Stock amounted to $825,000.

See Note 4 – Ecotality Estate Acquisition for additional details. See Note 14 – Stockholders' Deficiency – Common Stock for details associated with the exchange of Series B Convertible Preferred Stock for Common Stock.

SERIES C CONVERTIBLE PREFERRED STOCK

See Note 4 – Ecotality Estate Acquisition and Note 9 – Accrued Expenses – Due to Creditors Committee of the ECOtality Estate for additional details. See Note 14 – Stockholders' Deficiency – Common Stock for details associated with the exchange of Series B Convertible Preferred Stock for Common Stock.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK - CONTINUED

On December 23, 2014, a total of 250,000 shares of Series C Convertible Preferred Stock have been designated for issuance under the Certificate of Designations, Preferences and Rights of Series C Convertible Preferred Stock (the "Series C Certificate of Designation"). The shares of Series C Convertible Preferred Stock have a stated value of $100 per share with an initial conversion price of $35.00 per common share (subject to adjustment as provided in the Series C Certificate of Designation). The Series C Convertible Preferred Stock may, at the option of the purchaser, be converted at any time or from time to time into fully paid and nonassessable shares of Common Stock at the conversion price in effect at the time of conversion ("Holder Redemption Request"); provided, that a holder of Series C Convertible Preferred Stock may at any given time convert only up to that number of shares of Series C Convertible Preferred Stock so that, upon conversion, the aggregate beneficial ownership of the Company's Common Stock as calculated, (pursuant to Rule 13d-3 of the Securities Exchange Act) of such purchaser and all persons affiliated with such purchaser, is not more than 9.99% of the Company's Common Stock then outstanding. The number of shares into which one share of Series C Convertible Preferred Stock shall be convertible is determined by dividing the stated value of $100 per share by the initial Conversion Price of $35.00 per common share (subject to appropriate adjustment for certain events, as defined). Shares of the Series C Convertible Preferred Stock shall receive dividends at a quarterly rate payable in either cash or additional shares of Series C Convertible Preferred Stock. If the dividend is paid in cash, the quarterly dividend payment shall be equal to 2% of the stated value per share for each of the then outstanding shares of Series C Convertible Preferred Stock (the "Cash Dividend Rate"). If, however, the quarterly dividend is paid in shares of Series C Convertible Preferred Stock, the quarterly dividend payment shall be equal to 2.5% of the stated value per share for each of the then outstanding shares of Series C Convertible Preferred Stock (the "Stock Dividend Rate"). In the event that the Company chooses to not honor the Holder Redemption Request, the Cash Dividend Rate and the Stock Dividend Rate shall thereafter be increase by a multiple of two, commencing in the first quarter following the Holder Redemption Request. In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends. Except as otherwise required by law, the holders of shares of Series C Convertible Preferred Stock shall vote on an as-if-converted-to-common-stock basis with the Common Stock. However, as long as any shares of Series C Convertible Preferred Stock are outstanding, the Company shall not take certain actions, as defined, without the prior written consent of at least 60% of the then outstanding Series C Convertible Preferred Stock. At any time following the second anniversary following the issuance of the Series C Convertible Preferred Stock, at the option of the holder, each share of Series C Convertible Preferred Stock shall be redeemable at the option of the holder for an amount equal to the stated value plus all accrued but unpaid dividends plus 1% per month, compounded monthly from the closing date.

The Series C Convertible Preferred Stock holders shall be entitled to receive out of the assets, whether capital or surplus, of the Company an amount in cash equal to the stated value, plus any accrued and unpaid dividends thereon at the Cash Dividend Rate and any other fees or liquidated damages then due and owing thereon under the Series C Certificate of Designation, for each share of Series C Convertible Preferred Stock before any distribution or payment shall be made to the holders of Series A Convertible Preferred Stock or any junior securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders shall be ratably distributed among the holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. After payment of the stated value, plus any accrued and unpaid dividends thereon, to each holder, the remaining balance of any proceeds from the Liquidation shall be allocated to the holders, holders of Series A Convertible Preferred Stock and holders of any Common Stock on an as-if-converted-to-common-stock basis.

The Series C Convertible Preferred Stock is not mandatorily redeemable, because the instrument does not embody an unconditional obligation requiring the issuer to redeem the instrument at a specified or determinable date or upon an event that is certain to occur. The Series C Convertible Preferred Stock is contingently redeemable anytime following the second anniversary of its issuance. Accordingly, the Series C Convertible Preferred Stock is be classified as permanent equity. Because the embedded conversion option is clearly and closely related to the equity host, even though it has adjustment provisions that causes it not to be indexed to the Company's own stock, it is not bifurcated and is not accounted for as a derivative liability.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK – CONTINUED

SERIES C CONVERTIBLE PREFERRED STOCK – CONTINUED

On December 23, 2014, the Company entered into a securities purchase agreement with certain investors for an aggregate of $6,000,000 (the "Aggregate Subscription Amount"). Pursuant to the securities purchase agreement, the Company issued the following to the purchasers: (i) 60,000 shares of Series C Convertible Preferred Stock convertible into 171,429 shares of the Company's Common Stock, par value $0.001; and (ii) warrants to purchase an aggregate of 171,429 shares of Common Stock at an exercise price of $1.00 per share that contain exercise price reset provisions. In addition, 250 shares of Series C Convertible Preferred Stock convertible into 714 shares of Common Stock, with a value of $25,000, were issued as compensation to purchasers for legal fees. The release of the Aggregate Subscription Amount to the Company was subject to the Company meeting certain milestones. The aggregate issuance date fair value of the warrants totaled $529,905 using the Binomial Lattice Model, which was recorded as a debit to preferred stock discount and a credit to derivative liabilities, and the net carrying value of the preferred stock is $5,470,096 (the $6,000,000 subscription amount, less the $529,904 preferred stock discount, or 9% and 91% of the $6,000,000 subscription amount, respectively). The aggregate of $530,000 of issuance costs were allocated amongst the instruments and (a) 91% or $483,192 was allocated to the preferred stock and was debited to additional paid in capital; and (b) 9% or $46,808 was allocated to the derivative liabilities and was recognized immediately. The aggregate preferred stock discount of $1,013,096 (warrants of $529,904 plus allocated issuance costs of $483,192) will not be amortized until/if redemption becomes probable. On December 23, 2014, all the initial closing conditions were met so the Company received $2,000,000 of the Aggregate Subscription Amount and the remaining $4,000,000 was deposited into an escrow account which was recorded as a charge to additional paid-in capital. During the year ended December 31, 2015, the Company did not meet certain defined milestones by their targeted completion dates. Notwithstanding, the purchasers released an aggregate of $3,000,000 of the Aggregate Subscription Amount to the Company during the year ended December 31, 2015. Pursuant to an election of the purchasers, $1,000,000 was returned to the purchasers in July 2015 from escrow and was not provided to the Company, such that the Company received an aggregate of $5,000,000 of the Aggregate Subscription Amount, as compared to the $6,000,000 originally contemplated. The return of escrowed funds did not require the purchasers to return any portion of the shares of Series C Convertible Preferred Stock.

On July 24, 2015, the Company entered into a securities purchase agreement with a purchaser for net proceeds of an aggregate of $710,740 (gross proceeds of $830,000 less issuance costs of $119,260 which, as of December 31, 2015, had not been paid and were included within accrued expenses). Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 9,223 shares of Series C Convertible Preferred Stock, and (ii) a five-year warrants to purchase 26,378 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $88,905 which was recorded as a derivative liability.

In July 2015, the Company agreed to pay a consultant an aggregate of $10,000 in cash and issue to the consultant 300 shares of Series C Convertible Preferred Stock at a fair value of $30,000.

On October 14, 2015, the Company entered into a securities purchase agreement with a purchaser for net proceeds of an aggregate of $954,540 (gross proceeds of $1,100,000 less issuance costs of $145,460 which, as of December 31, 2015, had not been paid and were included within accrued expenses). Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 18,333 shares of Series C Convertible Preferred Stock, and (ii) a five-year warrant to purchase 52,380 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $79,411 which was recorded as a derivative liability.

In connection with sales of Series C Convertible Preferred Stock during the year ended December 31, 2015, the Company incurred issuance costs which included an obligation to issue investment banker warrants to purchase 10% of the securities sold. The warrant obligation had an aggregate fair value of $221,709 on the date of the sale of the Series C Convertible Preferred Stock. See Note 13 – Fair Value Measurement.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK – CONTINUED

SERIES C CONVERTIBLE PREFERRED STOCK – CONTINUED

On March 11, 2016, the Company entered into a securities purchase agreement with a purchaser for gross proceeds of an aggregate of $2,900,040 ("Subscription Amount"), of which, $650,040 was paid to the Company at closing and the remaining $2,250,000 ("Milestone Amounts") was payable to the Company upon the completion of certain milestones ("Milestones"), as specified in the agreement. Through December 30, 2016, based on the Company's achievement of certain of the milestones prior to the June 24, 2016 deadline, net proceeds of an aggregate of $1,147,950 (gross proceeds of $1,267,160 less issuance costs of $197,160, of which, as of December 31, 2016, $149,658 had not been paid and was included within accrued expenses) of the Subscription Amount had been paid to the Company. See Note 9 – Accrued Expenses – Warrants Payable and Note 12 – Fair Value Measurement for additional details. As a result, the Company issued the following to the purchaser during the year ended December 31, 2016: (i) 21,120 shares of Series C Convertible Preferred Stock and (ii) five-year warrants to purchase an aggregate of 60,341 shares of Common Stock at an exercise price of $50.00 per share with an issuance date fair value of $167,956 which was recorded as a derivative liability.

On March 11, 2016, the Company entered into a securities purchase agreement with a purchaser for net proceeds of an aggregate of $85,285 (gross proceeds of $99,960 less issuance costs of $14,675, of which, as of December 31, 2016, $9,677 had not been paid and was included within accrued expenses). See Note 9 – Accrued Expenses – Warrants Payable and Note 13 – Fair Value Measurement for additional details. Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 1,666 shares of Series C Convertible Preferred Stock, and (ii) a five-year warrant to purchase 4,760 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $10,458 which was recorded as a derivative liability.

On March 24, 2016, the Company issued 750 shares of Series C Convertible Preferred Stock to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement. The $75,000 of aggregate fair value of the shares was recognized over the one year service period. The Company recorded $17,213 of stock-based compensation expense during the year ended December 31, 2016, respectively, related to the award which is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency.

During the year ended December 31, 2016, the Company issued 444 shares of Series C Convertible Preferred Stock with a fair value of $39,964 to the Company's Executive Chairman of the Board in satisfaction of amounts previously owed which was accrued for as of December 31, 2015, which is included within Series C convertible preferred stock issued as compensation to the Executive Chairman on the consolidated statement of changes in stockholders' deficiency.

During the years ended December 31, 2016 and 2015, 6,116 and 6,777 shares of Series C Convertible Preferred Stock were issued as payment of dividends in kind. As of December 31, 2016 and 2015, the Company recorded a dividend payable liability on the shares of Series C Convertible Preferred Stock of $1,150,100 and $293,200, respectively. See Note 9 – Accrued Expenses.

In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends, which, as of December 31, 2016, was equal to $16,192,700.

See Note 9 – Accrued Expenses – Registration Rights Penalty, Note 13 – Fair Value Measurement, Note 17 – Commitments and Contingencies – Employment Agreement and Note 18 – Subsequent Events for details associated with the issuance of Series C Convertible Preferred Stock and warrants.

NON-CONTROLLING INTERESTS

350 Green is not owned by the Company but is deemed to be a VIE where the entirety of its results of operations are consolidated in the Company's financial statements.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense related to preferred stock, Common Stock, stock options and warrants for the years ended December 31, 2016 and 2015 of $784,457 and $4,065,830, respectively which is included within compensation expense on the consolidated statement of operations. As of December 31, 2016, there was $78,884 of unrecognized stock-based compensation expense that will be recognized over the weighted average remaining vesting period of 0.5 years.

STOCK OPTIONS

In accordance with the agreements of the respective non-employee members of the Board of the Directors, in addition to a cash fee, the Company is required to issue an option to purchase 100 shares of Common Stock for each Board meeting and each committee meeting of the Board of Directors. The options vest in two years from the date of issuance, expire five years from the date of issuance and have an exercise price of $0.01 above the closing price of the Company's Common Stock on the date of the grant. During the year ended December 31, 2015, the Company issued options to purchase 1,800 shares of the Company's Common Stock (500 shares under the 2014 Plan and 1,300 shares under the 2015 Plan) at exercise prices ranging from $9.50 to $21.00 per share to members of the Board of Directors as compensation for attending Board meetings during the time. During the year ended December 31, 2016, the Company issued options to purchase 1,400 shares of the Company's Common Stock under the 2015 Plan at exercise prices ranging from $15.50 to $16.50 per share to members of the Board of Directors as compensation for attending Board meetings during the time.

On November 13, 2015, the Company issued five-year options to purchase an aggregate of 20,400 shares of the Company's Common Stock under the 2014 Plan at $31.50 per share to employees for services rendered. The options had a grant date fair value of $76,731 and vest as follows: 6,800 on the date of issuance, 6,800 on the first anniversary of the date of issuance, 6,800 on the second anniversary of the date of issuance 6,800 on the third anniversary of the date of issuance.

On November 17, 2015, the Company issued a five-year option to purchase 5,000 shares of the Company's Common Stock under the 2014 Plan at $52.50 per share to an employee for services rendered. The option vested immediately and had a grant date fair value of $297.

During the year ended December 31, 2015, the Company issued five-year options to purchase 1,100 shares of the Company's Common Stock at exercise prices ranging from $8.50 to $19.50 per share to a member of the Board of Directors as compensation for attending meetings of the OPFIN Committee. The options vested immediately and had a grant date fair value of $7,820, which was recognized immediately. During the year ended December 31, 2016, the Company issued five-year options to purchase 1,200 shares of the Company's Common Stock at exercise prices ranging from $7.50 to $24.50 per share to a member of the Board of Directors as compensation for attending meetings of the OPFIN Committee. The options vested immediately and had a grant date fair value of $10,446, which was recognized immediately.

The weighted average estimated fair value of the options granted during the year ended December 31, 2016 was $3.50 per share. The weighted average estimated fair value of the options granted during year ended December 31, 2015 was $11.50 per share.

In applying the Black-Scholes option pricing model to stock options granted, the Company used the following assumptions:

	For the Years Ended December 31,	
	2016	**2015**
Risk free interest rate	0.73% - 0.90 %	0.63% - 1.12 %
Expected term (years)	2.50	2.50 - 5.00
Expected volatility	102% - 118 %	87% - 128 %
Expected dividends	0.00%	0.00%

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK OPTIONS – CONTINUED

A summary of the option activity during the years ended December 31, 2016 and 2015 is presented below:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value
Outstanding, December 31, 2014	153,813	$ 62.00		
Granted	23,800	30.00		
Exercised	-	-		
Cancelled/forfeited/expired	(21,980)	59.00		
Outstanding, December 31, 2015	155,633	$ 57.50		
Granted	2,600	19.00		
Exercised	-	-		
Cancelled/forfeited/expired	(9,000)	38.00		
Outstanding, December 31, 2016	149,233	$ 58.00	2.0	$ -
Exercisable, December 31, 2016	138,520	$ 59.00	2.0	$ -

The following table presents information related to stock options at December 31, 2016:

	Options Outstanding		Options Exercisable	
Range of Exercise Price	Weighted Average Exercise Price	Outstanding Number of Options	Weighted Average Remaining Life In Years	Exercisable Number of Options
$7.50 - $25.00	$ 18.50	7,700	2.7	7,700
$27.50 - $50.00	40.00	46,900	2.8	37,587
$50.50 - $65.50	58.50	27,933	2.8	26,533
$66.00 - $80.50	74.50	66,700	1.0	66,700
		149,233	2.0	138,520

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS

See Note 11 – Notes Payable for details associated with the issuance of warrants. See Note 9 – Accrued Expenses – Warrants Payable and Note 13 – Fair Value Measurement for details associated with the issuances of warrants to the former members of Beam and for the relevant warrant valuation assumptions. See Note 13 – Stockholders' Deficiency – Preferred Stock - Series C Convertible Preferred Stock for details associated with issuances of warrants in connection with a securities purchase agreement.

On February 25, 2015, the Company entered into an agreement with certain investors in the October 2013 financing whereby the investors were issued warrants to purchase 66,735 shares of the Company's Common Stock at an exercise price of $35.00 per share which vested immediately, expire five years from the date of issuance and contain weighted average anti-dilution and fundamental transaction provisions, as defined. These additional warrants represent the warrants the investors would have received as a result of the December 23, 2014 financing had they not previously surrendered their anti-dilution protection during 2014. The warrants, which were classified as derivative liabilities, had an aggregate fair value of $275,908, which was recognized immediately. Additionally, as a result of the December 23, 2014 financing, the exercise price of warrants to purchase an aggregate of 392,000 shares of Common Stock issued to the October 2013 and December 2013 investors was reduced to $35.00 per share. As the warrants are classified as derivative liabilities, the impact of the modification was included within change in fair value of warrant liabilities on the consolidated statement of operations during the year ended December 31, 2015.

During the year ended December 31, 2016, the Company agreed to extend the maturity date of warrants to purchase an aggregate of 51,800 shares of Common Stock with an exercise price of $112.50 per share by eighteen (18) months in exchange for the warrant holders' consent to rescind a fundamental transactions provision. As a result, the Company recorded warrant modification expense of $6,838 during the year ended December 31, 2016.

During the year ended December 31, 2016, the Company recorded warrant modification expense of $457 related to the extension of the expiration date of warrants to purchase 500 shares of Common Stock.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS – CONTINUED

The following table accounts for the Company's warrant activity for the years ended December 31, 2016 and 2015:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value
Outstanding, December 31, 2014	1,081,766	$ 64.00		
Issued	166,600	43.50		
Exercised	-	-		
Cancelled/forfeited/expired	(27,495)	77.50		
Outstanding, December 31, 2015	1,220,871	$ 54.00[1]		
Issued	3,093,772	2.05		
Exercised	-	-		
Cancelled/forfeited/expired	(279,528)	85.31		
Outstanding, December 31, 2016	4,035,115	$ 12.06	4.0	$ 18,525,000
Exercisable, December 31, 2016	4,035,115	$ 12.06	4.0	$ 18,525,000

[1] During 2015, the exercise price of warrants to purchase an aggregate of 392,000 shares of Common Stock was reduced to $35.00 per share from exercise prices ranging from $50.00 to $52.50 per share.

The following table presents information related to stock warrants at December 31, 2016:

	Warrants Outstanding		Warrants Exercisable	
Range of Exercise Price	Weighted Average Exercise Price	Outstanding Number of Warrants	Weighted Average Remaining Life In Years	Exercisable Number of Warrants
$0.70	$ 0.70	3,000,000	4.6	3,000,000
$0.71 - $50.00	39.30	883,654	2.4	883,654
$50.01 - $75.00	52.50	86,881	0.6	86,881
$75.01 - $112.50	112.42	64,580	1.0	64,580
		4,035,115	4.0	4,035,115

COMMON STOCK

See Note 17 – Commitments and Contingencies – Employment Agreements for details associated with issuances of Common Stock pursuant to employment agreements.

On February 3, 2015, the Company issued 50,000 fully vested shares of the Company's Common Stock to a consultant to advise the Company about corporate governance matters. The consulting services expense valued at $50,000 was accrued for as of December 31, 2014.

On April 1, 2015, the Company issued 51,586 fully vested shares of its Common Stock to its then Chief Financial Officer as compensation for the period from November 2014 through April 2015 valued at $21,600, of which $7,200 were accrued for as of December 31, 2014.

14. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK – CONTINUED

On April 10, 2015, the Company issued 8,658 fully vested shares of its Common Stock to a consulting firm for services rendered by a financial consultant for the period of December 2014 through March 2015 valued at $170,100, of which $16,739 was accrued for as of December 31, 2014.

On April 24, 2015, as part of a litigation settlement, two former members of Beam were issued an aggregate of 2,000 fully vested shares of the Company's Common Stock valued at $17.50 per share for an aggregate fair value of $35,000.

During the year ended December 31, 2015, the Company offered the remaining seven former Beam members shares of the Company's Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members accepted the Company's offer and the Company issued an aggregate of 57 fully vested shares of the Company's Common Stock valued at $898.

During the year ended December 31, 2015, the Company issued 3,690 fully vested shares of the Company's Common Stock to members of the Board of Directors as compensation for attending Board meetings. The shares had a grant date fair value of $68,999 based on the trading price of the Company's Common Stock on the dates of the respective meetings.

During the year ended December 31, 2015, the Company issued an aggregate of 1,445 of fully vested shares of the Company's Common Stock at the respective closing market price on the date of the respective meetings to a member of the Board of Directors for attendance of meetings of the newly formed OPFIN Committee. The shares had an aggregate grant date fair value of $21,003 which was recognized immediately.

In March 2016, one of the former members of Beam returned 4,846 shares of the Company's Common Stock to the Company in exchange for cash of $45,000. The shares of Common Stock were cancelled by the Company in March 2016.

During the year ended December 31, 2016, the Company issued 15,000 shares of common to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement. The $300,000 of aggregate fair value of the shares was recognized over the one year service period. The Company recognized $68,852 of stock-based compensation expense during the year ended December 31, 2016 related to the award which is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency.

During the year ended December 31, 2016, the Company issued an aggregate of 6,962 shares of Common Stock to the Company's Board of Directors as compensation for their attendance at various Board and OPFIN Committee meetings, of which, 3,883 shares were issued for 2016 meetings and 3,078 shares were issued for 2015 meetings. The shares had an aggregate grant date fair value of $65,982, of which, $35,924 was recognized during the year ended December 31, 2016 and is included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency and $30,058 was recognized during the year ended December 31, 2015 and was included within stock-based compensation on the consolidated statement of changes in stockholders' deficiency as of December 31, 2015.

15. INCOME TAXES

The Company is subject to U.S. federal and various state income taxes.

The income tax provision (benefit) for the years ended December 31, 2016 and 2015 consists of the following:

	For The Years Ended December 31,	
	2016	**2015**
Federal:		
Current	$ -	$ -
Deferred	(2,562,884)	(3,704,115)
State and local:		
Current	-	-
Deferred	(301,516)	1,496,815
	(2,864,400)	(2,207,300)
Change in valuation allowance	2,864,400	2,207,300
Income tax provision (benefit)	$ -	$ -

No current tax provision has been recorded for the years ended December 31, 2016 and 2015 because the Company had net operating losses for federal and state tax purposes. The net operating loss carryovers may be subject to annual limitations under Internal Revenue Code Section 382, and similar state provisions, should there be a greater than 50% ownership change as determined under the applicable income tax regulations. The amount of the limitation would be determined based on the value of the company immediately prior to the ownership change and subsequent ownership changes could further impact the amount of the annual limitation. An ownership change pursuant to Section 382 may have occurred in the past or could happen in the future, such that the NOLs available for utilization could be significantly limited. The Company will perform a Section 382 analysis in the future. The related increase in the deferred tax asset was offset by the valuation allowance.

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

	For The Years Ended December 31,	
	2016	**2015**
Tax benefit at federal statutory rate	(34.0)%	(34.0)%
State income taxes, net of federal benefit	(4.0)%	(4.0)%
Permanent differences	1.2%	(11.1)%
Prior period adjustments	0.0%	(1.1)%
Other	(0.4)%	23.4%
Change in valuation allowance	37.2%	26.8%
Effective income tax rate	0.0%	0.0%

The Company has determined that a valuation allowance for the entire net deferred tax asset is required. A valuation allowance is required if, based on the weight of evidence, it is more likely than not that some or the entire portion of the deferred tax asset will not be realized. After consideration of all the evidence, both positive and negative, management has determined that a full valuation allowance is necessary to reduce the deferred tax asset to zero, the amount that will more likely not be realized.

15. INCOME TAXES – CONTINUED

The tax effects of temporary differences that give rise to deferred tax assets are presented below:

	For The Years Ended December 31,	
	2016	2015
Deferred Tax Assets:		
Net operating loss carryforwards	$ 22,496,500	$ 20,237,500
Stock-based compensation	4,571,900	4,624,700
Provision for warrant liability	-	-
Accruals	2,295,200	1,581,900
Goodwill	2,318,500	2,318,500
Intangible assets	426,400	474,000
Allowance for doubtful accounts	16,100	53,600
Tax credits	478,300	448,300
Gross deferred tax assets	32,602,900	29,738,500
Deferred Tax Liabilities:		
Fixed assets	(772,300)	(772,300)
Gross deferred tax liabilities	(772,300)	(772,300)
Net deferred tax assets	31,830,600	28,966,200
Valuation allowance	(31,830,600)	(28,966,200)
Deferred tax asset, net of valuation allowance	$ -	$ -
Changes in valuation allowance	$ 2,864,400	$ 2,207,300

At December 31, 2016 and 2015, the Company had net operating loss carry forwards for federal and state income tax purposes of approximately $59.5 million and $53.3 million, respectively, which may be used to offset future taxable income through 2035, subject to the Company filing delinquent tax returns as described herein. As described in Note 17 - Commitments and Contingencies - Taxes, the Company has not filed its federal and state corporate income tax returns for the years ended December 31, 2014 and 2015. Accordingly, approximately $15.2 million and $10.6 million of the federal and state NOLs described herein will not be available to offset future taxable income until the outstanding tax returns are filed with the respective federal and state tax authorities.

The Company's tax returns are subject to examination by tax authorities beginning with the year ended December 31, 2013.

16. RELATED PARTIES

The Company paid commissions to a company owned by its Executive Chairman, such company is referred to as "FGI", totaling $0 and $47,750**,** respectively, during the years ended December 31, 2016 and 2015 for business development related to installations of EV charging stations by the Company in accordance with the support services contract. These amounts are recorded as compensation on the consolidated statements of operations. These amounts were paid pursuant to a Fee/Commission Agreement entered into by the Company and FGI on November 17, 2009.

FGI and the Company's Chief Operating Officer ("COO") have made certain claims for historical unpaid unquantifiable compensation pursuant to their Fee/Commission Agreements with the Company. During November 2016, the Company's Board of Directors quantified the total claims to be approximately $475,000 for each party and, upon further analysis, determined the Company's reasonable estimate of the aggregate liability is $445,000 (estimated as $277,000 payable in cash and $168,000 payable in stock options) which was accrued and is included within accrued expenses on the consolidated balance sheet as of December 31, 2016.

In addition, FGI has made a claim that expired warrants to purchase an aggregate of 114,667 shares of Common Stock should be replaced pursuant to an agreement with the Company. As of December 31, 2016, the fair value of the warrant claim is estimated to be approximately $686,000.

16. RELATED PARTIES – CONTINUED

The Company incurred accounting and tax service fees totaling $0 and $33,018, respectively for the years ended December 31, 2016 and 2015, respectively, provided by a company that is partially owned by the Company's former Chief Financial Officer. This expense was recorded as general and administrative expense in the consolidated statements of operations.

See Note 11 - Notes Payable – Convertible and Other Notes – Related Party and Note 17 – Commitments and Contingencies – Patent License Agreement.

17. COMMITMENTS AND CONTINGENCIES

OPERATING LEASE

The Company's corporate headquarters is located in Miami Beach, Florida. The Company currently leases space located at 1691 Michigan Avenue, Suite 601, Miami Beach Florida 33139. The lease was for a term of 39 months beginning on March 1, 2012 and ended May 31, 2015. Monthly lease payments were approximately $12,000 for a total of approximately $468,000 for the total term of the lease. The lease had been extended through August 1, 2015 at a cost of $13,928 per month. On July 31, 2015, the lease was further amended such that the amended lease term begins on August 1, 2015 and ends on September 30, 2018. Monthly lease payments are approximately $20,000 for a total of approximately $755,000 for the total term of the lease. Additionally, the Company had a three-year lease for an office in San Jose, California beginning on April 1, 2012 and ended April 30, 2015 with monthly lease payments of approximately $2,500 for a total of approximately $92,000 for the total term of the lease. The lease was extended to April 30, 2016 at a monthly rental cost of $3,009. The Company also has a five year sublease for office and warehouse space in Phoenix, Arizona beginning December 1, 2013 and ending November 30, 2018. On February 28, 2017, the Company vacated the Phoenix, Arizona space and has no further obligation in connection with the sublease.

The minimum future aggregate minimum lease payments, net of sublease income, for these leases based on their initial terms as of December 31, 2016 are:

For the Year Ending December 31,	Amount
2017	$ 225,577
2018	216,725
Total	$ 442,302

Total rent expense, net of sublease income, for the years ended December 31, 2016 and 2015 was $250,886 and $472,744, respectively, and is recorded in other operating expenses.

SUBLEASE AGREEMENT

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

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

PATENT LICENSE AGREEMENT

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

On March 11, 2016, the Licensee and the Licensor entered into an agreement related to the March 29, 2012 patent license agreement. The parties acknowledged that the Licensee has paid a total of $8,525 in registration and legal fees for the U.S. Provisional Patent Application No. 61529016 (the "Patent Application") (related to the inductive charging parking bumper) to date. Effective March 11, 2016, the patent license agreement, solely with respect to the Patent Application and the parties' rights and obligations thereto, was terminated. The Executive Chairman of the Board agreed to be solely responsible for all future costs and fees associated with the prosecution of the patent application. In the event the Patent Application is successful, the Executive Chairman of the Board shall grant a credit to the Licensee in the amount of $8,525 to be applied against any outstanding amount(s) owed to him. If the Licensee does not have any outstanding payment obligations to the Executive Chairman of the Board at the time the Patent Application is approved, the Executive Chairman of the Board shall remit the $8,525 to the Licensee within twenty (20) days of the approval. The parties agreed to a mutual release of any claims associated with the patent license agreement. As of December 31, 2016, the Company has not paid nor incurred any royalty fees related to this patent license agreement.

EMPLOYMENT AGREEMENTS

On December 23, 2014, in connection with the closing and as a condition to the closing of the securities purchase agreement, the Company entered into an amended and restated employment agreement with its then Chief Executive Officer, Michael D. Farkas. The amendment provides that Mr. Farkas shall have a salary of Forty Thousand Dollars ($40,000) per month. However, for such time as any of the Aggregate Subscription Amount is still held in escrow, Mr. Farkas shall receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) shall be deferred; and (ii) must be determined by the compensation committee of the Company's Board of Directors to be fair and equitable. Additionally, beginning on the date that the Aggregate Subscription Amount is released from escrow and continuing for so long as the Series C Convertible Preferred Stock remains issued and outstanding, Mr. Farkas' salary shall only be paid in cash if doing so would not put the Company in a negative operating cash flow position.

On March 24, 2015, the Company entered into an employment agreement with Mr. Ira Feintuch to serve as the Company's Chief Operating Officer for an initial three year term renewable annually unless written notice is provided 60 days prior to the renewal term. In consideration thereof, Mr. Feintuch is to receive an annual salary of $250,000 and shall participate in all benefit programs of the Company. In addition, Mr. Feintuch will receive 1,000,000 shares of Series A Convertible Preferred Stock, 1,500 shares of Series C Convertible Preferred Stock and 30,000 shares of Common Stock. The stock awards are payable 50% upon the signing of the employment agreement and 50% upon the one year anniversary of the employment agreement. The total fair value of the stock awards was $1,750,000, of which $875,000 was recognized immediately upon issuance and the remaining $875,000 will be recognized over the one year service period. The Company estimated the fair value of the Common Stock and Series C Convertible Preferred Stock based on observed prices of sales and/or exchanges of identical securities within the last six months. The Company estimated the fair value of the Series A Convertible Preferred Stock based on observed prices of sales and/or exchanges of similar securities within the last six months. In addition, options to purchase an aggregate of 29,913 shares of Common Stock held by Mr. Feintuch with exercise prices ranging from $50.00 to $73.00 per share had their expiration dates extended to March 24, 2018, such that the value of modified options on the modification date was an aggregate of $192,147, which was $47,536 higher than the value of the original options on the modification date. As a result, the Company recorded option modification expense of $47,536 during the year ended December 31, 2015.

Effective July 24, 2015, the Company amended its employment agreement with Mr. Michael D. Farkas, such that Mr. Farkas was appointed the Company's Chief Visionary Officer and shall no longer serve as the Company's Chief Executive Officer. Mr. Farkas will continue to serve as the Company's Executive Chairman of the Board of Directors. The employment agreement had a four month term. The amended employment agreement specified the following: (i) in the event of a sale of the Company within one year of July 24, 2015, Mr. Farkas shall be entitled to receive an incentive payment equal to 1% of the gross sale price; (ii) in satisfaction of amounts previously owed to Mr. Farkas, the Company is to issue 4,444 shares of Series C Convertible Preferred stock valued at $400,000 (of which, as of December 31, 2015, 4,000 shares had been issued and as of December 31, 2016, the remaining 444 shares had been issued by the Company); and (iii) all outstanding options and warrants shall vest immediately.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

EMPLOYMENT AGREEMENTS - CONTINUED

On July 29, 2015 (the "Effective Date"), the Company entered into an employment agreement with Mr. Michael J. Calise to serve as the Company's Chief Executive Officer, pursuant to which Mr. Calise will be compensated at the rate of $275,000 per annum. In addition, Mr. Calise will be entitled to receive (1) 71,688 options with an exercise price of $35.00 per share, (2) 31,760 options with an exercise price of $50.00 per share, (3) 528 options with an exercise price of $75.00 per share, (4) 5,759 options with an exercise price of $100.00 per share and (5) 30 options with an exercise price of $150.00 per share. The option quantities were derived from a percentage of the total options and warrants outstanding on the Effective Date (the "Underlying Instruments") and can be adjusted downward on a pro rata basis as a result of an expiration or amendment of the Underlying Instruments. Each of the options shall vest and become exercisable at the rate of 25% of the total number of shares on the twelve (12) month anniversary of the Effective Date and 1/16 of the total number of shares each quarter thereafter on each quarterly anniversary of the Effective Date, however, no option shall be exercisable prior to the exercise of the Underlying Instruments. The options shall have a four (4) year term from each of the respective vesting dates. The option grant requires stockholder approval of an increase in the number of shares authorized to be issued pursuant to the Company's equity incentive plan. Pursuant to ASC 718, the options are not deemed to be granted until stockholder approval is obtained. As of December 31, 2016, the Company had not obtained stockholder approval and, accordingly, (i) the options are not considered outstanding as of December 31, 2016 and (ii) the Company accrued approximately $152,000 and $55,000 of compensation expense related to the contractual obligation to issue options which is included within accrued expenses as accrued issuable equity on the consolidated balance sheet as of December 31, 2016 and 2015, respectively.

In addition, Mr. Calise will receive a signing bonus consisting of (i) 4,412 shares of the Company's Common Stock valued at $75,000 and (ii) a $25,000 cash payment. Within thirty (30) days of Mr. Calise's acceptance of this position, Mr. Calise and the Board of the Directors will mutually set the Key Performance Indicators ("KPIs") for Mr. Calise's annual performance bonus. Mr. Calise will be initially eligible to receive an annual performance bonus in the amount of $100,000. Any entitled annual performance bonus shall be payable in January after the end of each year, and awarded for meeting the KPIs mutually set by Mr. Calise and the Board of Directors for the prior calendar year. Mr. Calise and the Board of Directors will meet at the beginning of each calendar year for set the KPIs and the annual bonus amount for that calendar year. Mr. Calise may receive an additional bonus in the form of cash and/or stock, at the discretion of the Board of Directors, or pursuant to one or more written plans adopted by the Board of Directors. Mr. Calise is entitled to paid time off of 20 days per annum. Upon termination by the Company other than for cause, death, disability, or if Mr. Calise resigns for good reason, Mr. Calise will be entitled to: (i) a lump sum payment equal to nine (9) months of salary, then in effect, (ii) a prorated annual performance bonus, (iii) reimbursement of COBRA premiums for a period of (12) months and (iv) (9) months of accelerated vesting with respect to Mr. Calise's then-outstanding equity awards. In addition to the preceding termination benefits, if Mr. Calise is terminated three months or less prior to, or upon, or within twelve months following a change of control, Mr. Calise will be entitled to accelerated vesting of then-outstanding equity awards ranging from an additional three months up to 100% acceleration of vesting. The Company and Mr. Calise expect to resolve the options and KPI bonus due to Mr. Calise pursuant to his employment agreement prior to the closing of the Registered Offering.

BUSINESS AGREEMENTS

On April 2, 2015, Nissan North America ("Nissan") notified the Company of the termination of the joint marketing agreement with the Company as a result of the Company's material default of the agreement in 2015. As a result, Nissan notified the Company of its intent to repossess the 31 uninstalled fast chargers currently held at a third party facility that had a carrying amount of $462,552 and was included within other assets and deferred revenue on the consolidated balance sheet as of December 31, 2014. The parties reached an agreement on July 23, 2015 that Nissan would take possession of 28 uninstalled fast chargers held at the third party facility, at which time the amount included within other assets and deferred revenue was written off.

On May 19, 2015, the Company entered into an agreement to purchase 15,000 chargers over three years pending: (i) the submission of a purchase order for 15,000 chargers to be delivered in a mutually agreed product delivery forecast, (ii) the payment of an initiation fee, as defined, (iii) sign off on a mutually agreed product schedule and (iv) a three year delivery forecast. The value of the chargers in the aggregate is in the range of $10.3 million to $16.5 million depending on model and ordering quantity of respective model. On June 26, 2015, the Company paid the initiation fee of $83,000 in full.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

TAXES

The Company has not filed its Federal and State corporate income tax returns for the years ended December 31, 2014 and 2015. The Company has sustained losses for the years ended December 31, 2014 and 2015. The Company has determined that no tax liability, other than required minimums, has been incurred.

The Company is also delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of the Company's products. The Company has accrued a $139,000 liability as of December 31, 2016 related to this matter.

The Company is currently delinquent in remitting approximately $244,000 of federal and state payroll taxes withheld from employees as of March 31, 2017.

LITIGATION AND DISPUTES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, who has not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. The parties have agreed on a single arbitrator and are working to schedule the arbitration. The Company contends that the product was not in accordance with the specifications in the purchase order and, as such, believes the claim is without merit. The parties have agreed on a single arbitrator. The arbitration hearing is currently scheduled for February 6, 2017 through February 8, 2017. The parties delayed the arbitration hearing until May 10. The parties began initial depositions in February and will continue into the first week of March. In parallel however, the parties had settlement discussions on February 28, 2017. As of March 27, 2016, a term-sheet with settlement features was offered by Car Charging to ITT in stock valued at $175,000. The amount of shares will be determined and priced on the day of closing of our contemplated public offering. For this, ITT would relinquish to Car Charging all of the remaining inventory of the EV charging cable assemblies originally valued at $737,425. Typical stock restrictions and/or stock bleed out agreements may be imposed affecting the final settlement figure.

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

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

From time to time, the Company is a defendant or plaintiff in various legal actions that arise in the normal course of business.

350 GREEN, LLC

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

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and CCGI in separate breach of contract counts and names all three entities together in an unjust enrichment claim. CCGI and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold CCGI or 350 Green liable for a contract to which they are not parties. As of December 31, 2016 and 2015, an amount of $112,500 is included in accounts payable of 350 Green. The parties held a mediation conference on May 15, 2015, but no settlement was reached. The Company settled with Sheetz in principal on February 10, 2017 with the formal documentation being signed on March 1, 2017. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action amongst 350 Green, 350 Holdings or the Company.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. The parties concluded their efforts to mediate a settlement before Magistrate Judge Kim without achieving a settlement. Settlement discussions are ongoing between the parties. The next status hearing on the matter is set for May 31, 2017.

On February 23, 2017, Blink entered into an Exclusive Electronic Vehicle Charging Services Agreement with Sheetz for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five year renewal unless written notice for the contrary is provided.

17. COMMITMENTS AND CONTINGENCIES – CONTINUED

LITIGATION AND DISPUTES – CONTINUED

OTHER MATTER

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

18. SUBSEQUENT EVENTS

RELATED PARTY

On February 7, 2017, a company in which the Company's Executive Chairman has a controlling interest purchased the following securities from a stockholder of the Company for $1,000,000: 142,852 shares of Common Stock, 114,491 shares of Series C Preferred Stock, warrants to purchase 524,604 shares of the Company's Common Stock, and all rights, claims, title, and interests in any securities of whatever kind or nature issued or issuable as a result of the stockholder's ownership of the Company's securities.

NON-CONVERTIBLE NOTES - RELATED PARTY

On February 10, 2017, the Company issued a promissory note in the principal $22,567, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 9, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium.

On February 14, 2017, the Company issued a promissory note in the principal $25,000, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 15, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium.

CONVERTIBLE NOTES

Issuances

On February 10, 2017, the Company received an additional advance of $225,100 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 6,431 shares of the Company's Common Stock.

On February 27, 2017, the Company received an additional advance of $300,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 8,571 shares of the Company's Common Stock.

On March 14, 2017, the Company received an additional advance of $250,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 7,143 shares of the Company's Common Stock.

On March 24, 2017, the Company received an additional advance of $30,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 857 shares of the Company's Common Stock.

On April 5, 2017, the Company received an additional advance of $400,000 under the Note. Pursuant to the terms of the Note, the Company issued a warrant to purchase 11,429 shares of the Company's Common Stock.

Amendment

With respect to the securities and purchase agreement dated October 7, 2016, on March 23, 2017, the parties agreed to amend the terms of the securities and purchase agreement and promissory note as follows:

The maturity date of the note is the earlier of May 15, 2017 or third business day after the closing of the Public Offering.

With respect to the Origination Shares, on the fifth (5th) trading day after the pricing of the Public Offering, but in no event later than May 15, 2017, or, if the Listing Approval End Date is February 28, 2017, in no event later than March 31, 2017, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the Public Offering, or (iv) 80% of the unit price offering price of the Public Offering (if applicable), or (v) the exercise price of any warrants issued in the Public Offering. In the event that the Public Offering is not completed before May 15, 2017, so long as purchaser owns any of the Origination Shares at the time of a subsequent

public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same above pricing terms (such that the Origination Shares issuance price would be reduced and the number of Origination Shares issued would be increased to equal the Origination Dollar Amount). Unless otherwise agreed by both parties, at no time will the Company issue to the purchaser such number of Origination Shares that would result in the purchaser owning more than 9.99% of the number of shares of Common Stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares.

18. SUBSEQUENT EVENTS – CONTINUED

CONVERTIBLE NOTES - CONTINUED

Amendment - Continued

The purchaser conditionally waives the defaults for the Company's failure to meet the original maturity date of the note and delivery date for the Origination Shares, but the purchaser does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the purchaser's conditional waiver is conditioned on the Company's not being in default of and not breaching any term of the note or the securities purchase agreement or any other Transaction Documents (as defined in the securities purchase agreement) at any time subsequent to the date of the amendment. If the Company triggers an event of default or breaches any term of the note, the securities purchase agreement, or the Transaction Documents at any time subsequent to the date of the amendment, the purchaser may issue a notice of default for the Company's failure to meet the original maturity date of the note and delivery date of the Origination Shares.

Release of Liability

On March 24, 2017, the Company was released from a $23,927 liability pursuant to a professional service agreement, such that it recognized a gain on forgiveness of accounts payable of $23,928 during the three months ended March 31, 2017.

REVERSE STOCK SPLIT

A 1:50 reverse stock split of the Company's common stock will be effected in connection with the pricing of the Company's offering discussed in the registration statement of which these financial statements are a part (the "Reverse Stock Split"). With the exception of the securities that are not affected by the Reverse Stock Split, all share and per share information has been retroactively adjusted to give effect to the Reverse Stock Split for all periods presented, unless otherwise indicated.

BLINK CHARGING CO. & SUBSIDIARIES

Condensed Consolidated Balance Sheets

	September 30, 2017 (unaudited)	December 31, 2016
Assets		
Current Assets:		
Cash	$ 9,062	$ 5,898
Accounts receivable and other receivables, net	159,394	128,315
Inventory, net	253,025	394,825
Prepaid expenses and other current assets	112,412	84,631
Total Current Assets	533,893	613,669
Fixed assets, net	436,589	755,682
Intangible assets, net	108,745	116,482
Deferred public offering costs	781,416	335,475
Other assets	40,037	89,573
Total Assets	$ 1,900,680	$ 1,910,881
Liabilities and Stockholders' Deficiency		
Current Liabilities:		
Accounts payable	$ 4,218,199	$ 3,500,267
Accounts payable [1]	-	3,728,193
Accrued expenses	32,550,018	7,955,976
Accrued expenses [1]	-	5,969
Accrued public information fee	-	3,005,277
Derivative liabilities	26,628,006	1,583,103
Convertible notes payable, net of debt discount of $129,508 and $501,981 as of September 30, 2017 and December 31, 2016, respectively	2,626,419	581,274
Convertible notes payable - related party	752,645	495,000
Notes payable, net of debt discount of $41,622 and $0 as of September 30, 2017 and December 31, 2016, respectively	556,344	342,781
Current portion of deferred revenue	401,054	600,700
Total Current Liabilities	67,732,685	21,798,540
Deferred revenue, net of current portion	58,261	99,495
Total Liabilities	67,790,946	21,898,035
Series B Convertible Preferred Stock, 10,000 shares designated, 8,250 shares issued and outstanding as of September 30, 2017 and December 31, 2016	825,000	825,000
Commitments and contingencies		
Stockholders' Deficiency:		
Preferred stock, $0.001 par value, 40,000,000 shares authorized; Series A Convertible Preferred Stock, 20,000,000 shares designated, 11,000,000 shares issued and outstanding as of September 30, 2017 and December 31, 2016	11,000	11,000
Series C Convertible Preferred Stock, 250,000 shares designated, 220,432 and 150,426 shares issued and outstanding as of September 30, 2017 and December 31, 2016, respectively	220	150
Common stock, $0.001 par value, 500,000,000 shares authorized, 4,812,632 and 1,609,530 shares issued and outstanding as of September 30, 2017 and December 31, 2016, respectively	4,813	1,610
Additional paid-in capital	115,474,814	64,078,182
Accumulated deficit	(182,206,113)	(81,071,782)
Total Blink Charging Co. - Stockholders' Deficiency	(66,715,266)	(16,980,840)
Non-controlling interest [1]	-	(3,831,314)
Total Stockholder's Deficiency	(66,715,266)	(20,812,154)
Total Liabilities and Stockholders' Deficiency	$ 1,900,680	$ 1,910,881

[1] - Related to 350 Green, which, as of May 18, 2017, is no longer a variable interest entity of the Company and, accordingly, 350 Green's was deconsolidated as of May 18, 2017.

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Condensed Consolidated Statements of Operations

(unaudited)

	For The Three Months Ended September 30, 2017	For The Three Months Ended September 30, 2016	For The Nine Months Ended September 30, 2017	For The Nine Months Ended September 30, 2016
Revenues:				
Charging service revenue - company-owned charging stations	$ 328,302	$ 317,443	$ 879,428	$ 958,376
Product sales	157,264	205,821	367,808	856,196
Grant and rebate revenue	14,978	71,126	93,798	228,290
Warranty revenue	36,484	33,347	103,188	100,844
Network fees	59,604	46,047	168,334	135,409
Other	10,267	75,166	122,937	180,381
Total Revenues	606,899	748,950	1,735,493	2,459,496
Cost of Revenues:				
Cost of charging services - company-owned charging stations	106,606	51,351	171,284	152,884
Host provider fees	55,047	111,557	202,432	383,086
Cost of product sales	4,661	80,510	245,832	417,125
Network costs	21,781	166,233	236,675	388,771
Warranty and repairs and maintenance	30,771	21,895	(26,325)	214,257
Depreciation and amortization	86,744	263,110	298,168	697,067
Total Cost of Revenues	305,610	694,656	1,128,066	2,253,190
Gross Profit	301,289	54,294	607,427	206,306
Operating Expenses:				
Compensation	1,080,644	1,564,463	4,091,681	4,217,250
Other operating expenses	227,927	342,774	681,630	1,057,147
General and administrative expenses	222,399	420,953	774,482	1,058,670
Lease termination costs	-	-	300,000	-
Total Operating Expenses	1,530,970	2,328,190	5,847,793	6,333,067
Loss From Operations	(1,229,681)	(2,273,896)	(5,240,366)	(6,126,761)
Other Expense:				
Interest expense	(95,215)	(57,937)	(454,164)	(128,489)
Amortization of discount on convertible debt	(151,002)	(168,443)	(1,863,680)	(168,443)
(Loss) gain on settlement of accounts payable, net	(1,014)	503,125	22,914	503,125
Loss on settlement reserve	(12,450,000)	-	(12,975,588)	-
Change in fair value of warrant liabilities	(72,101,423)	(255,788)	(72,882,216)	(2,450,045)
Loss on disposal of fixed assets	-	(8,751)	-	(17,348)
Loss on inducement	(7,570,581)	-	(7,570,581)	-
Loss on deconsolidation of 350 Green	-	-	(97,152)	-
Investor warrant expense	-	(1,011)	-	(7,295)
Non-compliance penalty for delinquent regular SEC filings	-	(94,830)	-	(571,543)
Non-compliance penalty for SEC registration requirement	(21,516)	(50,625)	(73,498)	(188,125)
Total Other Expense	(92,390,751)	(134,260)	(95,893,965)	(3,028,163)
Net Loss	(93,620,432)	(2,408,156)	(101,134,331)	(9,154,924)
Dividend attributable to Series C shareholders	(828,500)	(386,700)	(2,374,300)	(1,070,400)
Net Loss Attributable to Common Shareholders	$ (94,448,932)	$ (2,794,856)	$ (103,508,631)	$ (10,225,324)
Net Loss Per Share - Basic and Diluted	$ (34.68)	$ (1.74)	$ (52.04)	$ (6.39)
Weighted Average Number of Common Shares Outstanding - Basic and Diluted	2,723,437	1,609,530	1,989,022	1,600,993

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Condensed Consolidated Statements of Changes in Stockholders' Deficiency
For the Nine Months Ended September 30, 2017

(unaudited)

	Convertible								Non	
	Preferred-A		Preferred-C		Common Stock		Additional Paid-In	Accumulated	Controlling Interest	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Deficit	Deficiency
Balance - December 31, 2016	11,000,000	$ 11,000	150,426	$ 150	1,609,530	$ 1,610	$ 64,078,182	$ (81,071,782)	$ (3,831,314)	(20,812,154)
Stock-based compensation	-	-	-	-	10,000	10	203,937	-	-	203,947
Series C convertible preferred stock issued in satisfaction of public information fee	-	-	30,235	30	-	-	3,023,470	-	-	3,023,500
Series C convertible preferred stock issued in satisfaction of registration rights penalty	-	-	12,455	13	-	-	1,245,487	-	-	1,245,500
Series C convertible preferred stock dividends:						-				
Accrual of dividends earned	-	-	-	-	-	-	(2,374,300)	-	-	(2,374,300)
Payment of dividends in kind	-	-	27,316	27	-	-	2,731,473	-	-	2,731,500
Common stock issued in partial satisfaction of debt	-	-	-	-	21,166	21	181,903	-	-	181,924
Common stock issued in exchange for warrants	-	-	-	-	3,170,937	3,171	46,384,662	-	-	46,387,833
Impact of share rounding as a result of reverse stock split	-	-	-	-	999	1	-	-	-	1
Deconsolidation of 350 Green	-	-	-	-	-	-	-	-	3,831,314	3,831,314
Net loss	-	-	-	-	-	-	-	(101,134,331)	-	(101,134,331)
	-									
Balance - September 30, 2017	11,000,000	$ 11,000	220,432	$ 220	4,812,632	$ 4,813	$ 115,474,814	$ (182,206,113)	$ -	$ (66,715,266)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows

(unaudited)

	For The Nine Months Ended September 30,	
	2017	**2016**
Cash Flows From Operating Activities		
Net loss	$ (101,134,331)	$ (9,154,924)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	323,186	744,354
Accretion of interest expense	239,711	-
Amortization of discount on convertible debt	1,863,680	168,443
Change in fair value of warrant liabilities	72,882,216	2,450,045
Loss on inducement	7,570,581	-
Provision for bad debt	38,275	95,715
Loss on disposal of fixed assets	-	17,348
Loss on deconsolidation of 350 Green	97,152	-
Gain on settlement of accounts payable, net	(22,914)	-
Non-compliance penalty for delinquent regular SEC filings	-	571,543
Non-compliance penalty for SEC registration requirement	73,498	188,125
Non-cash compensation:		
Convertible preferred stock	-	131,967
Common stock	670,003	192,881
Options	155,938	815,353
Warrants	606,891	7,295
Changes in operating assets and liabilities:		
Accounts receivable and other receivables	(69,354)	522,076
Inventory	160,829	251,236
Prepaid expenses and other current assets	(27,781)	138,569
Deposits	-	39,456
Other assets	49,536	(105,223)
Accounts payable and accrued expenses	14,743,743	1,548,913
Deferred revenue	(240,880)	(536,635)
Total Adjustments	99,114,310	7,241,461
Net Cash Used in Operating Activities	(2,020,021)	(1,913,463)
Cash Flows From Investing Activities		
Purchases of fixed assets	(12,681)	(80,463)
Net Cash Used In Investing Activities	(12,681)	(80,463)
Cash Flows From Financing Activities		
Proceeds from sale of shares of Series C Convertible Preferred stock and warrants	-	1,367,120
Payment of Series C Convertible Preferred Stock issuance costs	-	(52,500)
Payments of future offering costs	-	(60,209)
Payments of deferred public offering costs	(38,263)	-
Payments of debt issuance costs	(72,945)	(45,000)
Bank overdrafts, net	84,144	139,844
Proceeds from issuance of convertible note payable	1,550,100	-
Proceeds from issuance of notes payable to non-related party	260,000	-
Proceeds from issuance of notes payable to a related party	257,645	600,000
Repayment of notes and convertible notes payable	(4,815)	(135,428)
Net Cash Provided by Financing Activities	2,035,866	1,813,827
Net Increase (Decrease) In Cash	3,164	(180,099)
Cash - Beginning of Period	5,898	189,231
Cash - Ending of Period	$ 9,062	$ 9,132

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows – Continued

(unaudited)

	For The Nine Months Ended September 30,	
	2017	**2016**
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the periods for:		
Interest expense	$ 44	$ 2,245
Non-cash investing and financing activities:		
Return and retirement of common stock in connection with settlement	$ -	$ 45,000
Issuance of common stock for services previously accrued	$ 181,924	$ 26,982
Accrual of contractual dividends on Series C Convertible Preferred Stock	$ 2,374,300	$ 1,070,400
Issuance of Series C Convertible Preferred Stock in satisfaction of contractual dividends	$ 2,731,500	$ (611,600)
Issuance of Series C Convertible Preferred Stock in satisfaction of public information fee	$ 3,023,500	$ -
Issuance of Series C Convertible Preferred Stock in satisfaction of registration rights penalty	$ 1,245,500	$ -
Transfer of inventory to fixed assets	$ 19,029	$ 55,207
Accrual of warrant obligation in connection with issuance of notes payable	$ 8,616	$ -
Issuance or accrual of common stock, warrants and embedded conversion options as debt discount in connection with the issuance of notes payable	$ 1,382,224	$ 204,465
Warrants issued in connection with sale of Series C convertible preferred stock	$ -	$ 178,414
Accrual of deferred public offering costs	$ 407,679	$ -
Accrual of issuance costs on Series C Convertible Preferred Stock	$ -	$ 159,335
Issuance of common stock in exchange for warrants	$ 46,387,833	$ -

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

BLINK CHARGING CO. & SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(UNAUDITED)

1. BUSINESS ORGANIZATION, NATURE OF OPERATIONS AND BASIS OF PRESENTATION

Blink Charging Co. was incorporated on October 3, 2006 under the laws of the State of Nevada as New Image Concepts, Inc. On December 7, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc. On August 17, 2017, Car Charging Group, Inc. changed its name to Blink Charging Co.

Blink Charging Co., through its wholly-owned subsidiaries (collectively, the "Company" or "Blink"), is a leading owner, operator, and provider of electric vehicle ("EV") charging equipment and networked EV charging services. Blink offers both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types.

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

Blink offers its Property Partners a flexible range of business models for EV charging equipment and services. In its comprehensive and turnkey business model, Blink owns and operates the EV charging equipment, manages the installation, maintenance, and related services; and shares a portion of the EV charging revenue with the property owner. Alternatively, Property Partners may share in the equipment and installation expenses, with Blink operating and managing the EV charging stations and providing connectivity to the Blink Network. For Property Partners interested in purchasing and owning EV charging stations that they manage, Blink provides EV charging hardware, site recommendations, connectivity to the Blink Network, and service and maintenance services.

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and disclosures required by U.S. GAAP for complete financial statements. In the opinion of management, such statements include all adjustments (consisting only of normal recurring items) which are considered necessary for a fair presentation of the condensed consolidated financial statements of the Company as of September 30, 2017 and for the three and nine months then ended. The results of operations for the three and nine months ended September 30, 2017 are not necessarily indicative of the operating results for the full year ending December 31, 2017 or any other period. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related disclosures of the Company as of December 31, 2016 and for the year then ended, which were filed with the Securities and Exchange Commission ("SEC") on Form 10-K on April 14, 2017.

Effective August 29, 2017, pursuant to authority granted by the stockholders of the Company, the Company implemented a 1-for-50 reverse split of the Company's issued and outstanding common stock (the "Reverse Split"). The number of authorized shares remains unchanged. All share and per share information has been retroactively adjusted to reflect the Reverse Split for all periods presented, unless otherwise indicated. See Note 7 – Stockholders' Deficiency for additional details regarding the Company's authorized capital.

2. GOING CONCERN AND MANAGEMENT'S PLANS

As of September 30, 2017, the Company had a cash balance, a working capital deficiency and an accumulated deficit of $9,062, $67,198,792 and $182,206,113, respectively. During the three and nine months ended September 30, 2017, the Company incurred a net loss of $93,620,432 and $101,134,331, respectively. These conditions raise substantial doubt about the Company's ability to continue as a going concern within a year after the issuance date of this filing.

Since inception, the Company's operations have primarily been funded through proceeds received in equity and debt financings. Although management believes that the Company has access to capital resources, there are currently no commitments in place for new financing at this time, except as described below, and there is no assurance that the Company will be able to obtain funds on commercially acceptable terms, if at all. There is also no assurance that the amount of funds the Company might raise will enable the Company to complete its development initiatives or attain profitable operations. If the Company is unable to obtain additional financing on a timely basis, it may have to curtail its development, marketing and promotional activities, which would have a material adverse effect on the Company's business, financial condition and results of operations, and ultimately the Company could be forced to discontinue its operations and liquidate.

The accompanying condensed consolidated financial statements have been prepared in conformity with U.S. GAAP, which contemplate continuation of the Company as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The condensed consolidated financial statements do not include any adjustment that might become necessary should the Company be unable to continue as a going concern.

Subsequent to September 30, 2017, the Company received an aggregate of $949,900 associated with the issuance of a convertible note payable and non-convertible notes payable. See Note 5 – Notes Payable – Convertible and Other and Notes and Note 10 – Subsequent Events – Promissory Note for additional details. The Company is currently funding its operations on a month-to-month basis. While there can be no assurance that it will be successful, the Company is in active negotiations to raise additional capital. On November 7, 2016, the Company filed, and subsequently amended, a registration statement on Form S-1 to register its securities for the purpose of raising capital under the Securities Act of 1933. There can be no assurance that the Company will be successful in raising such capital.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The condensed consolidated financial statements include the accounts of Blink Charging Co. and its wholly-owned subsidiaries, including Car Charging, Inc., Beam Charging LLC ("Beam"), EV Pass LLC ("EV Pass"), Blink Network LLC ("Blink Network") and Car Charging China Corp. ("Car Charging China"). All intercompany transactions and balances have been eliminated in consolidation.

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

USE OF ESTIMATES

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the financial statements. The Company's significant estimates used in these financial statements include, but are not limited to, stock-based compensation, accounts receivable reserves, warranty reserves, inventory valuations, the valuation allowance related to the Company's deferred tax assets, the carrying amount of intangible assets, estimates of future EV sales and the effects thereon, derivative liabilities and the recoverability and useful lives of long-lived assets. Certain of the Company's estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and could cause actual results to differ from those estimates.

ACCOUNTS RECEIVABLE

Accounts receivable are carried at their contractual amounts, less an estimate for uncollectible amounts. As of September 30, 2017 and December 31, 2016, there was an allowance for uncollectable amounts of $38,275 and $42,349, respectively. Management estimates the allowance for bad debts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Past due accounts are generally written off against the allowance for bad debts only after all collection attempts have been exhausted.

INVENTORY

Inventory is comprised of electric charging stations and related parts, which are available for sale or for warranty requirements. Inventories are stated at the lower of cost and net realizable value. Cost is determined by the first-in, first-out method. Inventory that is sold to third parties is included within cost of sales and inventory that is installed on the premises of participating owner/operator properties, where the Company retains ownership, is transferred to fixed assets at the carrying value of the inventory. The Company periodically reviews for slow-moving, excess or obsolete inventories. Products that are determined to be obsolete, if any, are written down to net realizable value. Based on the aforementioned periodic reviews, the Company recorded an inventory reserve for slow-moving or excess inventory of $192,000 and $154,000 as of September 30, 2017 and December 31, 2016, respectively.

As of September 30, 2017 and December 31, 2016, the Company's inventory was comprised solely of finished goods and parts that are available for sale.

FIXED ASSETS

Fixed assets are stated at cost, net of accumulated depreciation and amortization which is recorded commencing at the in-service date using the straight-line method over the estimated useful lives of the assets. Accumulated depreciation and amortization as of September 30, 2017 and December 31, 2016 was $5,044,518 and $4,726,861, respectively.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

INTANGIBLE ASSETS

Intangible assets were acquired in conjunction with the acquisition of Blink Network during 2013 and were recorded at their fair value at such time. Trademarks are amortized on a straight-line basis over their useful life of ten years. Patents are amortized on a straight-line basis over the lives of the patent (twenty years or less), commencing when the patent is approved and placed in service on a straight-line basis. Accumulated amortization related to intangible assets as of September 30, 2017 and December 31, 2016 was $41,496 and $33,759, respectively.

DERIVATIVE FINANCIAL INSTRUMENTS

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the FASB ASC. The accounting treatment of derivative financial instruments requires that the Company record the conversion options and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

The Binomial Lattice Model was used to estimate the fair value of the warrants that are classified as derivative liabilities on the condensed consolidated balance sheets. The model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the weighted average life of the warrants.

SEQUENCING POLICY

Under ASC 815-40-35, the Company has adopted a sequencing policy whereby, in the event that reclassification of contracts from equity to assets or liabilities is necessary pursuant to ASC 815 due to the Company's inability to demonstrate it has sufficient authorized shares, shares will be allocated on the basis of the earliest issuance date of potentially dilutive instruments, with the earliest grants receiving the first allocation of shares.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820") which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

The carrying amounts of the Company's financial instruments, such as cash and cash equivalents, accounts receivable and accounts payable approximate fair values due to the short-term nature of these instruments. The carrying amount of the Company's notes payable approximates fair value because the effective yields on these obligations, which include contractual interest rates, taken together with other features such as concurrent issuance of warrants, are comparable to rates of returns for instruments of similar credit risk.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

REVENUE RECOGNITION

The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. Accordingly, when a customer completes use of a charging station, the service can be deemed rendered and revenue may be recognized based on the time duration of the session or kilowatt hours drawn during the session. Sales of EV stations are recognized upon shipment to the customer, free on board shipping point, or the point of customer acceptance.

Governmental grants and rebates pertaining to revenues and periodic expenses are recognized as income when the related revenue and/or periodic expense are recorded. Government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the related depreciation expense of the related asset over their useful lives.

For arrangements with multiple elements, which is comprised of (1) a charging unit, (2) installation of the charging unit, (3) maintenance and (4) network fees, revenue is recognized dependent upon whether vendor specific objective evidence ("VSOE") of fair value exists for separating each of the elements. The Company determined that VSOE exists for both the delivered and undelivered elements of the company's multiple-element arrangements. The Company limited their assessment of fair value to either (a) the price charged when the same element is sold separately or (b) the price established by management having the relevant authority.

CONCENTRATIONS

During the nine months ended September 30, 2017, revenues generated from Entity C represented approximately 10%, of the Company's total revenue. During the three and nine months ended September 30, 2016, revenues generated from Entity C represented approximately 15% and 14%, respectively, of the Company's total revenue. During the three and nine months ended September 30, 2017, revenues generated from Entity D represented approximately 26% and 21% of the Company's total revenue. The Company generated charging service revenues from a customer (Entity C) and equipment sales revenue from a customer (Entity D). As of September 30, 2017 and December 31, 2016, accounts receivable from Entity C was 10% and 18%, respectively, of total accounts receivable.

RECLASSIFICATIONS

Certain prior year balances have been reclassified in order to conform to current year presentation. These reclassifications have no effect on previously reported results of operations or loss per share.

STOCK-BASED COMPENSATION

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is measured on the measurement date and re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Awards granted to non-employee directors for their service as a director are treated on the same basis as awards granted to employees. The Company computes the fair value of equity-classified warrants and options granted using the Black-Scholes option pricing model.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

NET LOSS PER COMMON SHARE

Basic net loss per common share is computed by dividing net loss by the weighted average number of vested common shares outstanding during the period. Diluted net loss per common share is computed by dividing net loss by the weighted average number vested of common shares, plus the net impact of common shares (computed using the treasury stock method), if dilutive, resulting from the exercise of outstanding stock options and warrants, plus the conversion of preferred stock and convertible notes.

The following common stock equivalents are excluded from the calculation of weighted average dilutive common shares because their inclusion would have been anti-dilutive:

	September 30	
	2017	**2016**
Convertible preferred stock	2,884,383	1,017,646
Warrants	266,143	1,109,672
Options	147,300	138,467
Convertible notes	19,856	15,647
Total potentially dilutive shares	3,317,682	2,281,432

COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

LITIGATION AND DISPUTES

The Company records legal costs associated with loss contingencies as incurred and accrues for all probable and estimable settlements.

RECENTLY ISSUED ACCOUNTING PRONOUCEMENTS

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers,” (“ASU 2014-09”). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition (“ASC 605”) and most industry-specific guidance throughout ASC 605. The core principle of the standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASU 2014-09 defines a five-step process to achieve this core principle and, in doing so, it is possible more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The guidance in ASU 2014-09 was revised in July 2015 to be effective for interim periods beginning on or after December 15, 2017 and should be applied on a transitional basis either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. In 2016, FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations, however, based on its preliminary analysis, the Company does not believe the adoption of these ASUs will have a material impact on its condensed consolidated financial position and results of operations.

In May 2017, the FASB issued ASU No. 2017-09, “Compensation—Stock Compensation (Topic 718)” (“ASU 2017-09”). ASU 2017-09 provides clarity on the accounting for modifications of stock-based awards. ASU 2017-09 requires adoption on a prospective basis in the annual and interim periods for our fiscal year ending December 31, 2019 for share-based payment awards modified on or after the adoption date. The Company is currently evaluating the effect that adopting this new accounting guidance will have on its condensed consolidated financial statements and related disclosures.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

RECENTLY ISSUED ACCOUNTING PRONOUCEMENTS - CONTINUED

In July 2017, the FASB issued ASU 2017-11, Earnings Per Share (Topic 260) and Derivatives and Hedging (Topic 815) - Accounting for Certain Financial Instruments with Down Round Features. Equity-linked instruments, such as warrants and convertible instruments may contain down round features that result in the strike price being reduced on the basis of the pricing of future equity offerings. Under the ASU, a down round feature will no longer require a freestanding equity-linked instrument (or embedded conversion option) to be classified as a liability that is remeasured at fair value through the income statement (i.e. marked-to-market). However, other features of the equity-linked instrument (or embedded conversion option) must still be evaluated to determine whether liability or equity classification is appropriate. Equity classified instruments are not marked-to-market. For earnings per share ("EPS") reporting, the ASU requires companies to recognize the effect of the down round feature only when it is triggered by treating it as a dividend and as a reduction of income available to common shareholders in basic EPS. The amendments in this ASU are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted, including adoption in any interim period. The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

In August 2017, the FASB issued ASU No. 2017-12, Derivatives and Hedging (Topic 815), Targeted Improvements to Accounting for Hedging Activities ("ASU 2017-12") which is intended to better align an entity's risk management activities and its financial reporting for hedging relationships. ASU 2017-12 will change both the designation and measurement guidance for a qualifying hedging relationship and the presentation of the impact of the hedging relationship on the entity's financial statements. In addition, ASU 2017-12 contains targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness and eliminates the requirement for an entity to separately measure and report hedge ineffectiveness. For public companies, these amendments are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted. The Company is currently evaluating the effect that adopting this new accounting guidance will have on its condensed consolidated financial statements and related disclosures.

4. ACCRUED EXPENSES

SUMMARY

Accrued expenses consist of the following:

	September 30, 2017 (unaudited)	December 31, 2016
Registration rights penalty	$ 21,517	$ 967,928
Accrued consulting fees	214,958	184,800
Accrued host fees	1,514,327	1,308,897
Accrued professional, board and other fees	1,544,196	1,381,399
Accrued wages	803,708	241,466
Accrued commissions	835,001	445,000
Warranty payable	235,000	338,000
Accrued taxes payable	566,825	511,902
Accrued payroll taxes payable	576,709	122,069
Warrants payable	2,530,714	155,412
Accrued issuable equity	9,352,068	862,377
Accrued interest expense	206,720	273,838
Accrued lease terminiation costs	300,000	-
Accrued settlement reserve costs	12,975,588	-
Dividend payable	848,900	1,150,100
Other accrued expenses	23,787	12,788
Total accrued expenses	$ 32,550,018	$ 7,955,976

4. ACCRUED EXPENSES – CONTINUED

REGISTRATION RIGHTS PENALTY

In connection with the sale of the Company's Series C Convertible Preferred Stock, the Company granted the purchasers certain registration rights. On November 7, 2016, the Company filed a registration statement under the Securities Act of 1933 but, as of September 30, 2017, the registration statement had not been declared effective by the SEC. The registration rights agreements entered into with the Series C Convertible Preferred Stock purchasers provide that the Company has to pay liquidated damages equal to 1% of all Series C subscription amounts received on the date the Series C resale registration statement was due to be filed pursuant to such registration rights agreements. The Company is required to pay such penalty each month thereafter until the resale registration statement is filed and once filed the Company has 30 days for the registration statement to be deemed effective otherwise the penalty resumes each month until the terms are met. The maximum liquidated damages amount is 10% of all Series C subscription amounts received. Failure to pay such liquidated damages results in interest on such damages at a rate of 18% per annum becoming due. On May 9, 2017, the Company issued 12,455 shares of Series C Convertible Preferred Stock in satisfaction of $1,245,500 of liabilities associated with the Company's registration rights penalty.

ACCRUED PROFESSIONAL, BOARD AND OTHER FEES

Accrued professional, board and other fees consist of investment banking fees, professional fees, bonuses, board of director fees, network fees, installation costs and other miscellaneous fees. As of September 30, 2017 and December 31, 2016, accrued investment banking fees were $860,183, which were payable in cash.

On June 8, 2017, the Board approved aggregate compensation of $490,173 (compromised of $344,311 to be paid in cash and $145,862 to be paid in units of shares of the Company's common stock and warrants (with each such warrant having an exercise price equal to the price per unit of the units sold in the public offering) at a 20% discount to the price per unit sold in the public offering to be paid to members of the Board based on the accrued amounts owed to such Board members as of March 31, 2017. The compensation will be paid by the third business day following: (i) a public offering of the Company's securities; and (ii) the listing of the Company's shares of common stock on the NASDAQ or other national securities exchange.

ACCRUED COMMISSIONS

See Note 8 – Related Parties for additional details.

WARRANTY PAYABLE

The Company provides a limited product warranty against defects in materials and workmanship for its Blink Network residential and commercial chargers, ranging in length from one to two years. The Company accrues for estimated warranty costs at the time of revenue recognition and records the expense of such accrued liabilities as a component of cost of sales. Estimated warranty costs are based on historical product data and anticipated future costs. Should actual cost to repair and failure rates differ significantly from estimates, the impact of these unforeseen costs would be recorded as a change in estimate in the period identified. For the nine months ended September 30, 2017, the change in reserve was approximately $9,000. Warranty expenses (benefit) for the three and nine months ended September 30, 2017 were $30,771 and $(26,325) respectively. Warranty expenses for the three and nine months ended September 30, 2016 were $21,895 and $214,258 respectively.

ACCRUED ISSUABLE EQUITY

In connection with the issuance of a convertible note payable in 2016, the Company is obligated to issue to the purchaser shares of common stock equal to 48% of the consideration paid by the purchaser. The Company must issue such shares on the earlier of (i) the fifth (5th) trading day after the pricing of the public offering (defined as a public offering of the Company's securities to raise gross proceeds of at least $20,000,000) and (ii) May 15, 2017. As of September 30, 2017, the purchaser paid aggregate consideration of $2,500,100 to the Company but the Company has not yet issued the common stock to the purchaser. As a result, the Company accrued the remaining $1,224,048 obligation which represents the fair value of the share obligation. See Note 5 – Notes Payable – Convertible and Other Notes for additional details.

4. ACCRUED EXPENSES - CONTINUED

ACCRUED ISSUABLE EQUITY – CONTINUED

Separately, during the nine months ended September 30, 2017, the Company issued an aggregate of 11,503 shares of common stock in partial satisfaction of certain liabilities.

During the three months ended September 30, 2017, the Company entered into agreements with certain warrant holders to exchange warrants to purchase an aggregate of 726,504 shares of common stock with an approximate value on the date of exchange of $2.3 million for an aggregate of 710,841 shares of common stock with an approximate value on the date of exchange of $8.0 million. As a result, the Company recorded a loss on inducement expense of approximately $5.7 million during the three and nine months ended September 30, 2017 related to the exchange. As of September 30, 2017, the shares of common stock had not been issued by the Company such that the Company included the $8.0 million value within accrued expenses on the condensed consolidated balance sheet. See Note 10 - Subsequent Events – Stock Issuances for additional details.

See Note 6 – Fair Value Measurement for details associated with the issuance of warrants in satisfaction of a liability to issue certain awards to the Company's Chief Executive Officer.

See Note 8 – Related Parties – Employment Agreement for details related to replacement of expired warrants.

RELEASE OF LIABILITY

On March 24, 2017, the Company was released from a $23,928 liability pursuant to a professional service agreement, such that it recognized a gain on forgiveness of accounts payable of $22,914 during the nine months ended September 30, 2017. See Note 9 – Commitments and Contingencies – Litigation and Disputes for additional information.

ACCRUED LEASE TERMINATION COSTS

See Note 9 – Commitments and Contingencies – Operating Lease for additional details.

ACCRUED SETTLEMENT RESERVE COSTS

See Note 5 – Notes Payable – Convertible and Other Notes and Note 9 – Commitments and Contingencies – Litigation and Disputes.

5. NOTES PAYABLE

CONVERTIBLE AND OTHER NOTES

Amendment of Promissory Note

With respect to the securities purchase agreement dated October 7, 2016 (the "Purchase Agreement") with JMJ Financial ("JMJ"), as amended most recently on August 29, 2017, the parties agreed to amend the terms of the Purchase Agreement and promissory note (the "Promissory Note") as follows:

The maturity date of the Promissory Note is the earlier of December 15, 2017 or the third business day after the closing of the Public Offering.

Pursuant to the default provisions of the Promissory Note, the Company accrued a $12 million default penalty as of September 30, 2017, which was included within accrued expenses on the condensed consolidated balance sheet.

See Note 10 - Subsequent Events - Promissory Note for additional details.

5. NOTES PAYABLE – CONTINUED

CONVERTIBLE AND OTHER NOTES - CONTINUED

Amendment of Promissory Note - Continued

With respect to the Origination Shares, on the fifth (5th) trading day after the pricing of the public offering, but in no event later than maturity date, the Company shall deliver to JMJ such number of duly and validly issued, fully paid and non-assessable Origination Shares equal to 48% of the consideration paid by JMJ, divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the public offering, or (iv) 80% of the unit price offering price of the public offering (if applicable), or (v) the exercise price of any warrants issued in the public offering. In the event that the public offering is not completed before the maturity date, so long as purchaser owns any of the Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same above pricing terms (such that the Origination Shares issuance price would be reduced and the number of Origination Shares issued would be increased to equal the Origination Dollar Amount). Unless otherwise agreed by both parties, at no time will the Company issue to JMJ such number of Origination Shares that would result in JMJ owning more than 9.99% of the number of shares of Common Stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares.

Issuances

With respect to the Securities Purchase Agreement, during the nine months ended September 30, 2017, the Company received additional advances of an aggregate of $1,550,100 under the Promissory Note, such that, as of September 30, 2017, an aggregate of $2,550,100 had been advanced to the Company by JMJ. Pursuant to the terms of the Securities Purchase Agreement, the Company is required to repay an aggregate of $1,649,749 to JMJ in connection with the advances received during the nine months ended September 30, 2017. The $99,649 difference between the principal amount and the cash received was recorded as debt discount and is being accreted to interest expense over the term of the Promissory Note.

Pursuant to the terms of the Promissory Note, during the nine months ended September 30, 2017, the Company issued five-year warrants to purchase an aggregate of 44,289 shares of the Company's common stock with an issuance date fair value of an aggregate of $80,056, which was recorded as a derivative liability. The aggregate exercise price of the warrants is $1,550,110. As of September 30, 2017, the Company had not issued the Origination Shares (as defined in the Securities Purchase Agreement) associated with the advances to-date and, as a result, accrued for the remaining $1,224,048 fair value of the obligation as of September 30, 2017. See Note 4 – Accrued Expenses – Accrued Issuable Equity. The conversion option of the Promissory Note was determined to be a derivative liability. The aggregate issuance date fair value of the warrants, Origination Shares, conversion option, placement agent fees and other issuance costs in connection with the advances during the nine months ended September 30, 2017 was $1,594,139, which was recorded as a debt discount against the principal amount of the Promissory Note. The $54,322 of debt discount in excess of the principal was recognized immediately and the remaining $1,539,817 of debt discount is being recognized over the term of the Promissory Note.

During the nine months ended September 30, 2017, the Company issued note payables in the aggregate principal amount of $260,000 to certain lenders. Interest on the notes accrues at a rate of 12% annually and is payable at maturity. The notes mature on the earlier of December 29, 2017 or the Company receiving $5,000,000 from equity investors or through debt financings. In connection with the issuances of these notes, the Company issued five-year warrants to purchase an aggregate of 15,600 shares of common stock at an exercise price the lower of $35.00 per share or 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 $1,000,000. The aggregate grant date fair value of the warrants of $52,260 was recorded as an original issue discount and is being amortized over the terms of the respective notes.

5. NOTES PAYABLE - CONTINUED

CONVERTIBLE AND OTHER NOTES - CONTINUED

Extension

During the nine months ended September 30, 2017, the Company and a lender agreed to extend a note payable with a principal balance of $50,000 and a maturity date of 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. The lender also waived any past events of default with regard to a failure to make payments pursuant to the original note, as amended. In connection with the extension the Company issued the lender a five-year warrant to purchase 10,000 shares of common stock with an exercise price the lower of $35.00 per share or a price equal to a twenty percent (20%) discount to the price per share sold in any equity financing transaction within the next twelve months whereby the Company cumulatively receives at least $1,000,000. The aggregate grant date fair value of $33,500 was recorded as an inducement expense and has been recorded on the condensed consolidated statement of operations as a component of other expense for the three and nine months ended September 30, 2017.

CONVERTIBLE AND OTHER NOTES - RELATED PARTY

During the nine months ended September 30, 2017, the Company issued a convertible note payable in the principal amount of $50,000 to a company wholly-owned by the Company's Executive Chairman of the Board of Directors. Interest on the note accrues at a rate of 15% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of common stock at $35.00 per share. The note is secured by substantially all of the assets of the Company.

As of the date of filing, convertible notes payable to a company wholly-owned by the Company's Executive Chairman of the Board of Directors with an aggregate principal amount of $545,000, secured by substantially all of the Company's assets, were outstanding and were past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes. On November 14, 2016, the Company received notices of default with respect to notes payable to a company wholly-owned by the Executive Chairman with an aggregate principal balance of $410,000 which included demands for payment of the outstanding principal and interest within seven days. As of the date of filing, there have been no further developments in respect to the demand for payment on these notes payable.

On February 10, 2017, the Company issued a promissory note in the principal amount of $22,567, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 9, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

On February 14, 2017, the Company issued a promissory note in the principal amount of $25,000, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 15, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

During the three months ended September 30, 2017, the Company issued promissory notes in the aggregate principal amount of $160,078 to a company in which the Company's Executive Chairman has a controlling interest. The notes bear interest at a rate of 10% per annum, which is payable upon maturity. The notes are payable on the earlier of October 17, 2017 or the closing date of a public offering of the Company's securities which raises gross proceeds of at least $2,500,000. These notes may be prepaid in whole or in part at any time without penalty or premium.

Effective August 23, 2017, the Company entered into an agreement with a company in which the Company's Executive Chairman has a controlling interest (the "BLNK Conversion Agreement") where the parties agreed to, upon the closing of the offering for which the Company filed a registration statement on Form S-1 on November 7, 2016 (as amended), convert an aggregate of $209,442 of principal and interest into common stock, determined by the following formula: (i) the Debt amount multiplied by a factor of 115 and (ii) then divided by 80% of the per share price of common stock sold in the offering. If the Company converts securities at more favorable terms than those provided in the BLNK Conversion Agreement, then the conversion price herein shall be automatically modified to equal such more favorable terms. The BLNK Conversion Agreement expires on December 29, 2017. See Note 10 - Subsequent Events – Conversion Agreement Extension for additional details.

INTEREST EXPENSE

Interest expense for the three and nine months ended September 30, 2017 was $95,215 and $445,510, respectively. Interest expense for the three and nine months ended September 30, 2016 was $57,937 and $128,489, respectively.

6. FAIR VALUE MEASUREMENT

See Note 5 – Notes Payable – Convertible and Other Notes for warrants classified as derivative liabilities that were issued in connection with a convertible note.

On August 4, 2017, the Company issued five-year warrants to purchase an aggregate of 48,023 shares of common stock to our Chief Executive Officer in connection with his employment agreement. The warrants vest immediately and have exercise prices ranging from $35.00 to $150.00 per share. The warrants had an issuance date fair value of $153,529, which was recorded as a derivative liability.

Assumptions utilized in the valuation of Level 3 liabilities are described as follows:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2017	**2016**	**2017**	**2016**
Risk-free interest rate	1.55 - 1.62%	0.58% - 1.08%	1.47 - 1.62%	0.58% - 1.16%
Expected term (years)	1.28 - 3.75	2.28 - 5.00	1.28 - 4.00	2.28 - 5.00
Expected volatility	114% - 130%	123% - 139%	114% - 149%	114% - 154%
Expected dividend yield	0.00%	0.00%	0.00%	0.00%

The following table sets forth a summary of the changes in the fair value of Level 3 warrant liabilities that are measured at fair value on a recurring basis:

Derivative Liabilities	
Beginning balance as of January 1, 2017	$ 1,583,103
Issuance of warrants	936,881
Change in fair value of derivative liability	24,108,022
Ending balance as of September 30, 2017	$ 26,628,006
Warrants Payable	
Beginning balance as of January 1, 2017	$ 155,412
Accrual of other warrant obligations	8,616
Change in fair value of warrants payable	2,366,686
Ending balance as of September 30, 2017	$ 2,530,714

6. FAIR VALUE MEASUREMENT - CONTINUED

Assets and liabilities measured at fair value on a recurring or nonrecurring basis are as follows:

	September 30, 2017			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 26,628,006	$ 26,628,006
Warrants payable	-	-	2,530,714	2,530,714
Total liabilities	$ -	$ -	$ 29,158,720	$ 29,158,720

	December 31, 2016			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 1,583,103	$ 1,583,103
Warrants payable	-	-	155,412	155,412
Total liabilities	$ -	$ -	$ 1,738,515	$ 1,738,515

7. STOCKHOLDERS' DEFICIENCY

PREFERRED STOCK

Series A Convertible Preferred Stock

The Series A Convertible Preferred Stock shall have no liquidation preference so long as the Series C Convertible Preferred Stock shall be outstanding.

Series B Convertible Preferred Stock

On December 31, 2016, the Company received a notice of redemption from the creditors committee of the ECOtality estate to redeem 2,750 shares of Series B Convertible Preferred Stock for $275,000. As of September 30, 2017, the redemption amount remained outstanding. The Company has the option to settle the redemption request either by the repayment in cash or by the issuance of shares of common stock.

As of September 30, 2017, the liquidation preference for the Series B Convertible Preferred Stock amounted to $825,000.

Series C Convertible Preferred Stock

During the nine months ended September 30, 2017, the Company issued an aggregate of 70,006 shares of Series C Convertible Preferred Stock in satisfaction of aggregate liabilities of approximately $7,027,000 associated with the Company's registration rights penalty, public information fee and Series C Convertible Preferred Stock dividends. As of September 30, 2017 and December 31, 2016, the Company recorded a dividend payable liability on the shares of Series C Convertible Preferred Stock of $848,900 and $1,150,100, respectively. See Note 4 – Accrued Expenses.

In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends, which, as of September 30, 2017, was equal to $22,955,100.

See Note 7 – Stockholder's Deficiency – Exchange of Warrants and Series C Convertible Preferred Stock for details regarding the exchange of Series C Convertible Preferred Stock for common stock.

7. STOCKHOLDERS' DEFICIENCY - CONTINUED

COMMON STOCK

Effective August 29, 2017, pursuant to authority granted by the stockholders of the Company, the Company implemented a 1-for-50 reverse split of the Company's issued and outstanding common stock (the "Reverse Split"). The number of authorized shares remains unchanged. All share and per share information has been retroactively adjusted to reflect the Reverse Split for all periods presented, unless otherwise indicated.

During the nine months ended September 30, 2017, the Company issued an aggregate of 21,166 shares of common stock as partial satisfaction of certain liabilities associated with certain professional and other consulting fee agreements.

During the nine months ended September 30, 2017, the Company issued 10,000 shares of common stock to a director with an issuance date fair value of $90,000, which was recognized immediately.

See Note 7 – Stockholder's Deficiency – Exchange of Warrants and Series C Convertible Preferred Stock for details regarding the exchange of Warrants and Series C Convertible Preferred Stock for common stock.

WARRANT EXERCISE

On August 29, 2017, a company in which the Company's Executive Chairman has a controlling interest ("FGI") exercised warrants to purchase 3,100,000 shares of common stock on a cashless basis and received 2,990,404 shares of common stock. The warrants contained a provision in their agreement such that they were not impacted by the Reverse Split. As a result, since the exercised warrants were previously classified as a derivative liability, the Company recorded a mark-to-market adjustment during the three months ended September 30, 2017 of approximately $43.9 million which was included within change in fair value of warrant liabilities on the condensed consolidated statement of operations. See Note 10 – Subsequent Events – Letter Agreements for additional details.

EXCHANGE OF WARRANTS AND SERIES C CONVERTIBLE PREFERRED STOCK

During the nine months ended September 30, 2017, the Company sent out letters to various holders of warrants and Series C Convertible Preferred Stock that contained an offer for the holder to (i) exchange their existing warrants for common stock of the Company and (ii) exchange their existing Series C Preferred Stock for common stock of the Company. The holders agreed to (i) exchange warrants to purchase an aggregate of 92,176 shares of common stock with an exercise price of $35.00 per share for an aggregate of 90,926 shares of common stock (the "Warrant Exchange") and (ii) exchange an aggregate of 12,678 shares of Series C Convertible Preferred Stock for common stock based upon a formula defined in the agreement (the "Series C Preferred Stock Exchange"). On August 25, 2017, the Company issued an aggregate of 90,926 shares of common stock in connection with the Warrant Exchange. The Warrant Exchange is effective immediately and the Series C Preferred Stock Exchange is effective upon the closing of the public offering (collectively defined as a public offering of securities to raise up to $20,000,000 and to list the Company's shares of common stock on the NASDAQ). The Series C Preferred Stock shall be exchanged for common stock using the following formula: the number of shares of Series C Convertible Preferred Stock owned multiplied by a factor of 115 and divided by 80% of the price per share of common stock sold in the in the public offering. Certain holders also agreed to not, without prior written consent of the underwriter, sell or otherwise transfer any shares of common stock or any securities convertible into common stock for a period of 270 days from the effective date of the Series C Preferred Stock Exchange.

During the three months ended September 30, 2017, the Company entered into agreements with certain warrant holders to exchange warrants to purchase an aggregate of 180,533 shares of common stock with an approximate value on the date of exchange of $0.6 million for an aggregate of 180,533 shares of common stock with an approximate value on the date of exchange of $3.0 million. As a result, the Company recorded a loss on inducement expense of approximately $2.4 million during the three and nine months ended September 30, 2017 related to the exchange.

STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense related to preferred stock, common stock, stock options and warrants for the three and nine months ended September 30, 2017 of $322,426 and $1,432,832, respectively, and for the three and nine months ended September 30, 2016 in the amounts of $305,458, and $1,147,496, respectively, which is included within compensation expense on the condensed consolidated statement of operations. As of September 30, 2017, there was $1,358 of unrecognized stock-based compensation expense that will be recognized over the weighted average remaining vesting period of 0.12 years.

8. RELATED PARTIES

See Note 5 - Notes Payable – Convertible and Other Notes – Related Party and Note 7 – Stockholders' Deficiency – Warrant Exercise.

EMPLOYMENT AGREEMENT

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

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

Prior to entering into an employment agreement dated October 15, 2010 with Mr. Farkas (the "Original Farkas Employment Agreement"), the Company and an entity controlled by Mr. Farkas entered into: (i) that certain Consulting Agreement dated October 20, 2009 (the "Consulting Agreement"); and (ii) that certain Blink Charging Co. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement") and, after entering into the Original Farkas Employment Agreement, the parties entered into that certain Patent License Agreement dated March 29, 2012 among the Company, Mr. Farkas and Balance Holdings, LLC and the March 11, 2016 Agreement regarding the Patent License Agreement (collectively with the Fee Agreement and the Consulting Agreement, the "Affiliate Agreements").

Upon the closing of the offering for which the Company filed a registration statement on Form S-1 on November 7, 2016 (as amended), Mr. Farkas will be paid: (i) $270,000 in cash for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017; and (ii) at least $645,000 ($375,000 of commissions on hardware sales, accrued commissions on revenue from charging stations due pursuant to the Affiliate Agreements, and $270,000 of common stock for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017) in units of the Company's common stock and warrants sold in the offering at a 20% discount to the price per unit of the units sold in the offering. Pursuant to the Third Amendment, the Company and Mr. Farkas agreed that not all amounts due pursuant to the Affiliate Agreements had been calculated as of June 15, 2017. Once calculated prior to the offering, the additional amount shall be paid in the form of units at a 20% discount to the price per unit of the units sold in the offering. See Note 8 – Related Parties – Conversion Agreements for additional details.

In addition, pursuant to the Third Amendment, Mr. Farkas is due to receive (regardless of the status of the offering) warrants in replacement of expired warrants he was due to receive under the terms of the Original Farkas Employment Agreement. These warrants will expire five years after their issuance date: (a) warrants for 2,000 shares of common stock at an exercise price of $9.50 per share; (b) warrants for 68,667 shares of common stock at an exercise price of $21.50 per share; and (c) warrants for 44,000 shares of common stock at an exercise price of $37.00 per share. As of September 30, 2017, the fair value of the warrants was estimated to be approximately $732,000. Mr. Farkas will also receive options (regardless of the status of the offering) for 7,000 shares of common stock at an exercise price of $30.00 per share and options for 8,240 shares of common stock at an exercise price of $37.50 per share in connection with amounts owed pursuant to the Affiliate Agreements. As of September 30, 2017, the fair value of the options was estimated to be approximately $90,000.

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

Pursuant to the Third Amendment, Mr. Farkas' salary will be, prior to the closing of the offering, $15,000 per month in cash and $15,000 per month in shares of common stock. After the closing of the offering, Mr. Farkas' monthly salary will be $40,000 of cash compensation. If the Company has positive EBITDA for a fiscal quarter during the term of Mr. Farkas' employment, his monthly salary shall be $40,000 of cash compensation for as long as the Company has positive EBITDA as assessed on a quarterly basis. Pursuant to the Third Amendment, Mr. Farkas will be entitled to salary and benefits for eighteen (18) months if he is terminated for a reason other than for cause.

Mr. Farkas agreed that the Fee Agreement and the Consulting Agreement are suspended and no payments are due thereunder (other than the payments specified in the Third Amendment) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $40,000.

As of September 30, 2017, the Company has accrued for all necessary amounts due to Mr. Farkas which are specified above.

8. RELATED PARTIES – CONTINUED

CONVERSION AGREEMENTS

Effective August 23, 2017, the Company entered into an agreement with Michael D. Farkas, its Executive Chairman (the "Conversion Agreement") where the parties agreed to, upon the closing of the offering for which the Company filed a registration statement on Form S-1 on November 7, 2016 (as amended), convert $315,000 of payments owed Mr. Farkas from December 1, 2015 through August 31, 2017 ("Debt") into common stock, determined by the following formula: (i) the Debt amount multiplied by a factor of 115 and (ii) then divided by 80% of the per share price of common stock sold in the offering. If the Company converts securities at more favorable terms than those provided to Mr. Farkas, then the Debt conversion price shall be automatically modified to equal such more favorable terms. The Conversion Agreement expires on December 29, 2017. See Note 10 - Subsequent Events – Conversion Agreement Extension for additional details.

See Note 5 – Notes Payable – Convertible and Other Notes – Related Party for details related to the conversion of notes payable.

COMPENSATION AGREEMENT

On June 16, 2017, the Company entered into a compensation agreement with Ira Feintuch, its Chief Operating Officer (the "Compensation Agreement"). The Compensation Agreement clarifies the accrued compensation owed to Mr. Feintuch under the Fee/Commission Agreement dated November 19, 2009. Under the Compensation Agreement, Mr. Feintuch is entitled to receive (i) options for 7,000 shares of the Company's common stock at an exercise price of $30.00 per share; and (ii) options for 9,600 shares of the Company's common stock at an exercise price of $37.50 per share. As of September 30, 2017, options had not been issued and had a fair value of approximately $97,000.

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

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

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

As of September 30, 2017, the Company has accrued for all necessary amounts due to Mr. Feintuch which are specified above.

THIRD PARTY TRANSACTION

On February 7, 2017, a company in which Mr. Farkas has a controlling interest purchased the following securities from a stockholder of the Company for $1,000,000: 142,857 shares of common stock, 114,491 shares of Series C Preferred Stock, warrants to purchase 526,604 shares of the Company's common stock, and all rights, claims, title, and interests in any securities of whatever kind or nature issued or issuable as a result of the stockholder's ownership of the Company's securities.

9. COMMITMENTS AND CONTINGENCIES

OPERATING LEASE

On February 28, 2017, the Company vacated the Phoenix, Arizona space and has no further obligation in connection with the sublease.

On March 20, 2017, in connection with the Company's Miami Beach, Florida lease, the Company's landlord filed a complaint for eviction with the Miami-Dade County Court against the Company as a result of the Company's default under the lease for failing to pay rent, operating expenses and sales taxes of approximately $175,000, which represents the Company's obligations under the lease through March 31, 2017, which was accrued for as of September 30, 2017. As a result of the action taken by the landlord, the Company accrued an additional $300,000 as of September 30, 2017, which represents the present value of the Company's rent obligation through the end of the lease. See Note 10 – Subsequent Events – Lease Settlement Agreement for additional details.

9. COMMITMENTS AND CONTINGENCIES – CONTINUED

OPERATING LEASE - CONTINUED

On May 22, 2017, the Company entered into a lease for 11,457 square feet of office and warehouse space in Phoenix, Arizona beginning June 1, 2017 and ending July 31, 2019. Monthly lease payments range from approximately $6,300 to $6,600 (with the Company paying approximately $6,300 in total during the first three months of the lease) for a total of approximately $155,000 for the total term of the lease.

Total rent expense, net of sublease income, for the three and nine months ended September 30, 2017 was $39,976 and $117,194, respectively, and is recorded in other operating expenses on the condensed consolidated statements of operations. Total rent expense for the three and nine months ended September 30, 2016, was $34,100 and $205,091, respectively, and is recorded in other operating expenses on the condensed consolidated statements of operations.

TAXES

The Company has not filed its Federal and State corporate income tax returns for the years ended December 31, 2014, 2015 and 2016. The Company has sustained losses for the years ended December 31, 2014, 2015 and 2016. The Company has determined that no tax liability, other than required minimums, has been incurred.

The Company is also delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of the Company's products. The Company accrued an approximate $227,000 and $218,000 liability as of September 30, 2017 and December 31, 2016, respectively, related to this matter.

The Company is currently delinquent in remitting approximately $577,000 and $244,000 as of September 30, 2017 and December 31, 2016, respectively, of federal and state payroll taxes withheld from employees. On August 15, 2017, the Company sent a letter to the Internal Revenue Service ("IRS") notifying the IRS of its intention to resolve the delinquent taxes upon the receipt of additional working capital.

LITIGATION AND DISPUTES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink Network for the manufacturing and purchase of 6,500 charging cables by Blink Network, which had not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. On June 13, 2017, as amended on November 27, 2017, Blink Network and ITT Cannon agreed to a settlement agreement under which the parties agreed to the following: (a) the Blink Network purchase order dated May 7, 2014 for 6,500 charging cables is terminated, cancelled and voided; (b) three (3) business days following the closing date of a public offering of the Company's securities and listing of such securities on the Nasdaq Capital Market, the Company shall issue to ITT Cannon shares of the same class of the Company's securities with an aggregate value of $200,000 (which was accrued at September 30, 2017); and (c) within seven (7) calendar days of the valid issuance of the shares in item (b) above, ITT Cannon shall ship and provide the remaining 6,500 charging cables to Blink Network and dismiss the arbitration without prejudice. If the Company fails to consummate a registered public offering of its common stock, list such stock on the Nasdaq Capital Market and issue to ITT Cannon shares of the same class of the Company's securities by December 31, 2017, the settlement agreement will expire. See Note 10 – Subsequent Events – Litigation and Disputes for additional details.

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893, which has been confirmed and converted into a judgment by the Superior Court of Fulton County, Georgia on August 7, 2017 in the amount of $179,168, inclusive of court costs, which continues to accrue both interest at the rate of 7.25% per annum on that amount calculated on a daily as of February 28, 2014, and costs to-date of $40,000 which are hereby added to the foregoing judgment amount (all of which was accrued at September 30, 2017). In connection with perfecting the Georgia judgment in the State of New York, Mr. Stein served an Information Subpoena with Restraining Notice dated September 12, 2017 on the underwriter of the offering for which the Company filed a registration statement on Form S-1 on November 7, 2016 (as amended) (the "Restraining Notice"). The Restraining Notice seeks to force the underwriter to pay the judgment amount directly out of the proceeds of the offering. The underwriter may seek to withdraw as the underwriter of the Company's registered offering if Mr. Stein does not withdraw the Restraining Notice. The Company continues to pursue a settlement with Mr. Stein including with regard to the withdrawal of the Restraining Notice. See Note 10 – Subsequent Events – Litigation and Disputes for additional details.

9. COMMITMENTS AND CONTINGENCIES – CONTINUED

LITIGATION AND DISPUTES – CONTINUED

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. On May 9, 2017, the Company issued 7,281 shares of common stock to Solomon Edwards Group, LLC in satisfaction of $121,800 of the Company's liability. See Note 10 – Subsequent Events – Litigation and Disputes for additional details.

From time to time, the Company is a defendant or plaintiff in various legal actions that arise in the normal course of business.

350 Green, LLC

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

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and Blink Charging Co. in separate breach of contract counts and names all three entities together in an unjust enrichment claim. Blink Charging Co. and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold Blink Charging Co. or 350 Green liable for a contract to which they are not parties. The Company settled with Sheetz and the parties signed two agreements on February 23, 2017: a General Release and Settlement Agreement and a Exclusive Electronic Vehicle Charging Services Agreement. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action between 350 Holdings or the Company. The Exclusive Electronic Vehicle Charging Services Agreement with Sheetz is for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five-year renewal unless written notice for the contrary is provided.

On May 30, 2013, JNS Power & Control Systems, Inc. ("JNS") filed a complaint against 350 Green, LLC (the "JNS Litigation") alleging claims for breach of contract, specific performance and indemnity arising out of an Asset Purchase Agreement between JNS and 350 Green entered on April 13, 2013, whereby JNS would purchase car chargers and related assets from 350 Green. On September 24, 2013, the District Court entered summary judgment in favor of JNS on its claim for specific performance. On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the District Court, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company, alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified attorney's fees and costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. On July 26, 2017, the District Court denied the Company's motion to dismiss the Company from the suit. The Company answered the second amended complaint on August 16, 2017. The deadline for the parties to complete discovery is December 8, 2017. The next status hearing on the matter is set for December 8, 2017. As of September 30, 2017, the Company accrued a $750,000 liability in connection with its settlement offer to JNS. The parties are in the process of documenting a settlement. See Note 10 – Subsequent Events – Litigation and Disputes for additional details.

10. SUBSEQUENT EVENTS

Promissory Note

Subsequent to September 30, 2017, as amended on November 29, 2017, in connection with the JMJ Agreement (as defined below) with JMJ, the Company received an additional advance of $949,900 under the Promissory Note.

10. SUBSEQUENT EVENTS – CONTINUED

JMJ Agreement

On October 23, 2017, as amended on November 29, 2017, January 4, 2018, and February 1, 2018, the Company entered into a Lockup, Conversion, and Additional Investment Agreement (the "JMJ Agreement") with JMJ whereby the Company and JMJ agreed to settle the current defaults under the Promissory Note, which, as of September 30, 2017 resulted in default penalties of $12 million. Pursuant to the JMJ Agreement, the parties agreed to two different scenarios under which the defaults under the Promissory Note would be settled, provided that (i) the Company completes its public offering by February 15 , 2018, and (ii) no additional event of default or breach occurs between the date of the JMJ Agreement and the close of the public offering. Pursuant to the JMJ Agreement, the following options are available to the Company:

Option A

i. Cash Payment - Within three (3) trading days after closing of the public offering, the Company shall pay JMJ $2 million of the Promissory Note balance in cash.
ii. Mandatory Default Amount – JMJ agrees to settle the $12 million default penalty for $1,100,000 of common stock ("Settlement Shares").
iii. Warrants – JMJ's warrants (with a derivative liability value of $25 million on the September 30, 2017 balance sheet) shall be exchanged for $3.5 million of common stock ("Warrant Shares").
iv. Promissory Note Balance - The balance on the Promissory Note, after applying the $2 million Cash Payment, shall be payable in common stock ("Note Balance Shares").
v. Lockup Fee - The Company agrees to pay a lockup fee of $250,000 payable in common stock as consideration for JMJ entering into a lockup agreement, not to exceed six months, that will be effective upon closing of the public offering ("Lockup Shares").
vi. Defaults - The Company agrees to pay to JMJ $750,000 in common stock as fees for the numerous events of default under the Purchase Agreement, the Promissory Note and related documents ("Default Shares").
vii. Share Delivery and Pricing - The number of Settlement Shares, Warrant Shares, Note Balance Shares, Lockup Shares, Origination Shares and Default Shares (collectively, "Investor Shares") deliverable to JMJ, and the time of the delivery of the Investor Shares, shall be determined in accordance with the pricing formula and delivery specified in the Purchase Agreement.
viii. Investor Shares Beneficial Ownership Limitation - Unless agreed by both parties, at no time will the Company issue such shares that would result in JMJ owning more than 9.99% of all shares of common stock.

Option B

i. No Cash Payment – The Company shall not pay to JMJ any part of the Promissory Note balance in cash.
ii. Mandatory Default Amount – JMJ agrees to settle the $12 million default penalty for $2,100,000 of common stock ("Settlement Shares").
iii. Warrants – JMJ's warrants (with a derivative liability value of $25 million on the September 30, 2017 balance sheet) shall be exchanged for $3.5 million of common stock ("Warrant Shares").
iv. Promissory Note Balance - The balance on the Promissory Note shall be payable in common stock ("Note Balance Shares").
v. Lockup Fee - The Company agrees to pay a lockup fee of $250,000 payable in common stock as consideration for JMJ entering into a lockup agreement, not to exceed six months, that will be effective upon closing of the public offering ("Lockup Shares").
vi. Defaults - The Company agrees to pay to JMJ $750,000 in common stock as fees for the numerous events of default under the Purchase Agreement, the Promissory Note and related documents ("Default Shares").
vii. Share Delivery and Pricing - The number of Settlement Shares, Warrant Shares, Note Balance Shares, Lockup Shares, Origination Shares and Default Shares (collectively, "Investor Shares") deliverable to JMJ, and the time of the delivery of the Investor Shares, shall be determined in accordance with the pricing formula and delivery specified in the Purchase Agreement.
viii. Investor Shares Beneficial Ownership Limitation - Unless agreed by both parties, at no time will the Company issue such shares that would result in JMJ owning more than 9.99% of all shares of common stock.

Furthermore, at JMJ's election at any time prior to the closing of the public offering, the Company shall create, within five (5) business days after such election, a series of convertible preferred stock to address the Beneficial Ownership Limitation on Investor Shares. JMJ shall have the right to invest up to $5 million in the public offering and up to $5 million in each of the Company's subsequent financings during the two year period after the public offering, on the same terms as the best terms, as determined by JMJ, provided to any investor in the public offering or in any such subsequent financing.

10. SUBSEQUENT EVENTS – CONTINUED

JMJ Agreement – Continued

As of the date of filing, ten (10) warrants to purchase a total of 100,001 shares of the Company's common stock have been issued to JMJ. The aggregate exercise price is $3,500,000. On the fifth (5th) trading day after the closing of the public offering, but in no event later than February 15 , 2018, the Company will deliver to JMJ shares of common stock ("Origination Shares") equal to 48% of the consideration paid by JMJ under the Promissory Note divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Company's common stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the common stock offering price of the public offering, or (iv) 80% of the unit offering price of the public offering (if applicable), or (v) the exercise price of any warrants issued in the public offering. The number of shares to be issued will be determined based on the offering price in the public offering. If the public offering does not occur prior to February 15 , 2018 and JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above.

Pursuant to the JMJ Agreement, the Promissory Note maturity date and was extended to February 15 , 2018.

Securities Sales Commission Agreement

On December 7, 2017, the Company entered into a Securities Sales Commission Agreement with Ardour Capital Investments, LLC ("Ardour"), an entity of which Mr. Farkas owns less than 5%. The parties previously entered into a Financial Advisory Agreement dated August 3, 2016, pursuant to which Ardour was entitled to placement agent fees related to the Company's transaction with JMJ. Pursuant to the Securities Sales Commission Agreement, the parties agreed that, depending on which of the two (2) repayment options the Company chooses with respect to the JMJ Agreement, the Company, upon the closing of the public offering, will issue shares of common stock to Ardour with a value of $900,500 or $1,200,500. See Note 10 – Subsequent Events – JMJ Agreement for details of the two (2) repayment options. The Company will issue such number of shares of common stock to Ardour equal to the amount in question (either $900,500 or $1,200,500) divided by the lowest of (i) $35.00 per share, or (ii) the lowest daily closing price of the Company's common stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the common stock offering price of the public offering, or (iv) 80% of the unit offering price of the public offering (if applicable), or (v) the exercise price of any warrants issued in the public offering. Upon such issuance, the Company shall not owe any further securities to Ardour with respect to the JMJ financing.

Warrant Agreement

On November 20, 2017, JMJ confirmed in writing that they would not pursue a price reset of their outstanding warrants as a result of the August 29, 2017 exercise of certain warrants that were not impacted by the Reverse Split. The Company expects that this will result in a substantial reduction of the fair market value of JMJ's derivative liabilities ($25 million on the September 30, 2017 balance sheet) in the fourth quarter of 2017.

Stock Issuances

Subsequent to September 30, 2017, the Company issued an aggregate of 711,041 shares of common stock in exchange for warrants to purchase an aggregate of 726,704 shares of common stock as well as an aggregate of 9,119 shares of Series C Convertible Preferred Stock in satisfaction of dividends, registration rights penalties and interest.

Letter Agreements

On December 6, 2017, the Company and Mr. Farkas signed a letter agreement, pursuant to which, Mr. Farkas, on behalf of FGI, agreed that upon the closing of the public offering, FGI will cancel 2,930,596 of its shares of the Company's common stock (of the 2,990,404 received). Mr. Farkas is also due to receive 886,119 shares of common stock upon the closing of the public offering.

On December 7, 2017, the Company and Mr. Feintuch signed a letter agreement, pursuant to which, Mr. Feintuch agreed that upon the closing of the public offering, will receive 26,500 shares of common stock.

On December 6, 2017 and December 7, 2017, the two holders of shares of Series A Convertible Preferred Stock (Mr. Farkas and Mr. Feintuch) signed letter agreements pursuant to which, at the closing of the public offering, 11,000,000 shares of Series A Convertible Preferred Stock will convert into 550,000 shares of common stock.

On January 4, 2018, the Company and both Mr. Farkas and Mr. Feintuch have agreed to extend the expiration dates of their respective agreements from December 29, 2017 to February 14, 2018.

Litigation and Disputes

On November 28, 2017, the Company and Solomon Edwards Group LLC entered into a Settlement Agreement and Release whereby the parties agreed that the Company will pay $63,445 to Solomon Edwards Group LLC over the course of eleven (11) months in full and complete satisfaction of the previously filed complaint.

The Company is currently involved in two other trade related matters arising in the ordinary course of business which have a maximum aggregate loss exposure of approximately $95,000. These matters are in the early stages. Management, in consultation with legal counsel, is currently in the process of reviewing these matters.

On January 31, 2018, ITT Cannon, Blink Network and the Company agreed that if the Company fails to consummate a registered public offering of its common stock, list such stock on the Nasdaq Capital Market and issue to ITT Cannon shares of the same class of the Company's securities by February 28, 2018, the settlement agreement will expire.

On January 8, 2018, the Company and Mr. Stein had entered into a forbearance agreement, pursuant to which Mr. Stein has agreed to forbear from any efforts to collect or enforce the judgment awarded to him as a result of a legally-entered award of arbitration. As a result, the Company has agreed to: (i) wire transfer $30,000 to Mr. Stein within three days of the effective date of this agreement; (ii) beginning on the first calendar day of each successive month following the effective date of this agreement, the Company has agreed to pay Mr. Stein $5,000 per month until the full amount of the judgment awarded to Mr. Stein ($223,168) has been satisfied, however, the full amount awarded to Mr. Stein must be paid in full no later than April 30, 2018; and (iii) provide Mr. Stein with certain financial information of the Company. The Company expects to pay the balance at the closing of the public offering. See Note 9 – Commitments and Contingencies – Litigation and Disputes for additional details.

On February 2, 2018, the Company and JNS entered into an asset purchase agreement whereby the parties agreed that the Company will: (i) on the date of closing of the Company's public offering ("Closing Date"), issue to JNS shares of common stock with an aggregate value of $600,000 at a price per share equal to price of common stock sold in the public offering; (ii) pay $50,000 in cash to JNS within ten (10) days following the Closing Date; and (iii) pay $100,000 in cash to JNS within six (6) months following the Closing Date (which will be secured by depositing common stock with equal value with an escrow agent), all of which is the ("Purchase Price"). On the Closing Date, in consideration for the Purchase Price, JNS shall sell, transfer and deliver certain car chargers and related assets to the Company. Within three (3) business days following the payment by the Company to JNS of $50,000 cash, JNS shall file a motion to dismiss without prejudice any and all lawsuits related to the Company and 350 Green including, but not limited to the JNS Litigation. Within three (3) business days following the payment by the Company to JNS of $100,000 cash, JNS shall file a motion to convert the said dismissal from "without prejudice" to dismissal "with prejudice". In the event the Company fails to timely pay the $100,000 cash payment, the Company agrees to the immediate entry of a judgement against it in an amount equal to 125% of the unpaid amount. In the event that the public offering is not consummated by March 31, 2018, the asset purchase agreement will terminate.

Conversion Agreement Extensions

On January 4, 2018, the Company and a company in which the Company's Executive Chairman has a controlling interest agreed to extend the expiration date of the BLNK Conversion Agreement from December 29, 2017 to February 14, 2018.

On January 4, 2018, the Company and Mr. Farkas agreed to extend the expiration date of the Conversion Agreement from December 29, 2017 to February 14, 2018.

Amendment to Series C Convertible Preferred Stock Certificate of Designation

Effective January 8, 2018, the Company's Board of Directors and shareholders amended the Certificate of Designation of its Series C Convertible Preferred Stock to add the following provisions:

Automatic Preferred Conversion

Upon closing of a public offering of the Company's securities; and the listing of the Company's shares of common stock on an exchange all outstanding shares of Series C Convertible Preferred Stock will be converted into that number of shares of Common Stock determined by the number of shares of Series C Convertible Preferred Stock multiplied by a factor of 115 divided by 80% of the per share price of common stock in the offering.

Conversion Price

The conversion price shall be specified in the automatic preferred conversion notice to be provided by the Company upon triggering of the automatic preferred conversion.

Lock-Up Provision

Until 270 days after the effective date specified within the automatic preferred conversion notice, no holder of Series C Convertible Preferred Stock may offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of any Series C Preferred Shares without the prior written consent of the underwriter of the offering.

Expiration of Conversion Provision

If the offering does not close by 5.00 PM Eastern Standard Time on February 15, 2018 the amended conversion provision shall revert back to the conversion provision as filed on December 23, 2014 and as amended on April 6, 2016 with the addition of a provision at that time. Such additional provision will state that if the Company, pursuant to a conversion agreement, is notified of and implements a conversion that is or will be more favorable to the holder of such securities than the terms of conversion for holders of Series C Convertible Preferred Stock in the conversion provision as filed on December 23, 2014 and as amended on April 6, 2016 Sections 6(a) and 6(b), then the Company shall provide notice thereof to the holders of Series C Convertible Preferred Stock following the occurrence thereof and the terms of Series C Convertible Preferred Stock shall be, without any further action by the holders of Series C Convertible Preferred Stock or the Company, automatically amended and modified in an economically and legally equivalent manner such that the holders of Series C Convertible Preferred Stock shall receive the benefit of the more favorable terms set forth in any such conversion agreement.

JMJ Advance

Separate from and unrelated to the JMJ Agreement, on January 22, 2018, JMJ advanced $250,000 to the Company (the "JMJ Advance").

On February 7 , 2018, the Company and JMJ entered into a letter agreement whereby the parties agreed that, concurrent with the closing of the public offering, the Company will convert the JMJ Advance into units, with each unit consisting of one share of restricted common stock and two warrants each to purchase one share of restricted common stock at an exercise price equal to the exercise price of the warrants sold as part of the public offering, at a price equal to 80% of the per unit price in the public offering. If the public offering is not consummated by February 15 , 2018 or if the Company's underwriting agreement with Joseph Gunnar & Co. shall terminate prior to payment for and delivery of the units to be sold thereunder, then the letter agreement shall terminate.

Settlement Agreement

On January 19, 2018, the Company and the landlord of the Company's former offices in Miami Beach, FL entered into a settlement agreement and release whereby the Company will pay an aggregate of $234,000 to the landlord ("Settlement Sum"). The timing of payments are as follows: (i) $7,500 within 3 business days of the effective date, (ii) $3,000 due on or before February 1, 2018, (iii) $3,000 due on or before the 1st of the month each month thereafter for 17 months except for the payments due on May 1, 2018, September 1, 2018, January 1, 2019 and May 1, 2019 shall be in the amount of $5,000 rather than $3,000, (iv) $164,500 due on or before August 1, 2019. If the Company receives $3,000,000 in additional financing prior to payment of the Settlement Sum, the Company shall be required to pay half of the Settlement Sum remaining at the time of the additional financing. If the Company receives $6,000,000 or more in additional financing prior to payment of the Settlement Sum, the Company shall be required to pay the remaining Settlement Sum in full.

On January 31, 2018, the Company, SemaConnect Inc. ("SemaConnect") and their legal counsel entered into an amendment to their settlement agreement dated June 23, 2017 whereby the parties agreed that, concurrent with the closing of the public offering, the Company will settle the outstanding liabilities of $153,529 by issuing shares of common stock at a price equal to 80% of the price of the shares sold in the public offering, plus an additional 1,500 shares of common stock. If the public offering is not consummated by February 14, 2018, the agreement is terminated.

Liability Conversion Agreements

On February 3, 2018, the Company and Sunrise Securities Corp. entered into a letter agreement whereby the parties agreed that, concurrent with the closing of the public offering, the Company will settle outstanding liabilities of $867,242 owed to the counterparty as follows: (i) the Company will pay $381,260 in cash out of the proceeds of the public offering; and (ii) in satisfaction of the remaining liability of $485,982, the Company will issue units, with each unit consisting of one share of restricted common stock and a warrant to purchase one share of restricted common stock at an exercise price equal to the exercise price of the warrants sold as part of the public offering, at a price equal to 80% of the per unit price in the public offering. If the public offering is not consummated by February 28, 2018, the outstanding liabilities will automatically convert into restricted shares of common stock at the average closing price for the twenty (20) trading days preceding March 1, 2018.

On February 3, 2018, the Company and Schafer & Weiner, PLLC ("Schafer & Weiner") entered into a letter agreement whereby the parties agreed that, concurrent with the closing of the public offering, the Company will settle outstanding liabilities of $813,962 owed to Schafer & Weiner as follows: (i) the Company will pay $406,981 in cash out of the proceeds of the public offering; and (ii) in satisfaction of the remaining liability of $406,981, the Company will issue units, with each unit consisting of one share of restricted common stock and a warrant to purchase one share of restricted common stock at an exercise price equal to the exercise price of the warrants sold as part of the public offering, at a price equal to 80% of the per unit price in the public offering. In consideration, Schafer & Weiner agreed to return to the Company 11,503 shares of common stock of the Company.

4,600,000 Units

blink

PROSPECTUS

Sole Book-Running Manager

Joseph Gunnar & Co.

Co-Managers

Benchmark **Dawson James Securities, Inc.**

The date of this Prospectus is ______, 2018

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, to be paid by the Registrant in connection with the issuance and distribution of the Common Stock and warrants being registered. All amounts other than the SEC registration fees and FINRA fees are estimates.

	Amount to be Paid
SEC Registration Fees	$ 10,866.99
FINRA Fees	13,592.76
NASDAQ Capital Markets Listing Fee	50,000
Printing and Engraving Expenses	20,000
Legal Fees and Expenses	500,000
Accounting Fees and Expenses	100,000
Transfer Agent Fees	10,000
Miscellaneous	1,000
Total	$ 705,459.75

Item 14. Indemnification of Directors and Officers

Limitation of Liability and Indemnification of Officers and Directors

Nevada Law

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

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

Indemnification Agreements

We have entered into separate indemnification agreements with our directors and executive officers, in addition to indemnification provided for in our bylaws. These agreements, among other things, provide for indemnification of our directors and executive officers for certain expenses, judgments, fines and settlement amounts, among others, incurred by such person in any action or proceeding arising out of such person's services as a director or executive officer in any capacity. We believe that these provisions in our bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

The above description of the indemnification provisions of our bylaws and our indemnification agreements is not complete and is qualified in its entirety by reference to these documents, each of which is incorporated by reference as an exhibit to this prospectus.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our Company pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 15. Recent Sales of Unregistered Securities

The following sets forth information regarding all unregistered securities sold by us in transactions that were exempt from the requirements of the Securities Act in the last three years. Except where noted, all of the securities discussed in this Item 15 were all issued in reliance on the exemption under Section 4(a)(2) of the Securities Act.

2015

On February 3, 2015, we issued 1,000 fully vested shares of our Common Stock to a consultant to advise us about corporate governance matters.

On February 20, 2015, we renegotiated the terms of the $200,000 convertible note such that the due date was extended to March 31, 2015. In connection with the extension, we issued the investor an immediately vested five-year warrant to purchase 8,000 shares of our Common Stock at an exercise price of $50.00 per share.

On February 10, 2015, we issued 408 shares of Series C Convertible Preferred Shares and on March 31, 2015, we issued the remaining 283 shares of Series C Convertible Preferred Shares. These issuances were made as a settlement payment of accrued registration rights.

On February 25, 2015, we entered into an agreement with certain investors in the October 2013 financing whereby the investors were issued warrants to purchase 66,735 shares of the Company's Common Stock at an exercise price of $35.00 per share which vested immediately, expire five years from the date of issuance and contain weighted average anti-dilution and fundamental transaction provisions, as defined.

On March 11, 2016, we entered into securities purchase agreements with two purchasers for proceeds of an aggregate of $3,000,000, of which, $750,000 was paid to us at closing and the remaining $2,250,000 was payable to us upon the completion of certain milestones, as specified in the agreement. Based on the Company's achievement of certain of the milestones prior to the June 24, 2016 deadline, the Company received a final aggregate of $1,367,120 and issued a total of (i) 22,786 shares of Series C Convertible Preferred Shares, and (ii) five-year warrants to purchase an aggregate of 65,101 shares of Common Stock for an exercise price of $50.00 per share.

On March 24, 2015, we entered into an employment agreement with Mr. Ira Feintuch to serve as our Chief Operating Officer whereby Mr. Feintuch was immediately issued 750 shares of Series C Preferred Shares and 500,000 shares of Series A Preferred Shares.

On April 24, 2015, as part of a litigation settlement, two former members of Beam were issued an aggregate of 2,000 fully vested shares of the Company's Common Stock valued at $17.50 per share for an aggregate fair value of $35,000. The Company offered the remaining seven former Beam members shares of the Company's Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members accepted the Company's offer and the Company issued an aggregate of 57 fully vested shares of the Company's Common Stock valued at $898.

During the three months ended March 31, 2015, we issued 1,475 fully vested shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $29,999 based on the trading price of our Common Stock on the dates of the respective meetings.

During the three months ended March 31, 2015, we issued 208 shares of Series C Convertible Preferred Shares in satisfaction of the $20,800 dividend for the period from December 23, 2014 through December 31, 2014 and 2,020 shares of Series C Convertible Preferred Shares in satisfaction of the $202,000 dividend for the three months ended March 31, 2015.

On May 1, 2015, we renegotiated the terms of the unpaid balance with the investor such that the unpaid balance accrued interest at the rate of 2% per month as of April 1, 2015 and the balance was due as of June 1, 2015. In consideration thereof, we, on April 1, 2015 issued the investor a warrant to purchase an additional 1,000 shares of Common Stock at $50.00 which expires on April 1, 2020. Additionally, we extended the expiration dates of warrants issued in October 2012 to purchase 3,000 shares of our Common Stock to the investor and its affiliates from October 2015 to October 2017.

During the six months ended June 30, 2015, we offered the remaining seven former Beam members shares of our Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, two members accepted our offer and we issued an aggregate of 48 fully vested shares of our Common Stock valued at $760.

On April 24, 2015, as part of a litigation settlement, two former members of Beam were issued an aggregate of 2,000 fully vested shares of our Common Stock valued at $17.50 per share.

During the six months ended June 30 2015, we issued 8,250 shares of Series B Convertible Preferred Shares to the Creditors of ECOtality in satisfaction of a $825,000 liability.

During the six months ended June 30, 2015, we issued 208 shares of Series C Convertible Preferred Shares in satisfaction of the $20,800 dividend for the period from December 23, 2014 through December 31, 2014 and 4,144 shares of Series C Convertible Preferred Shares in satisfaction of the $414,400 dividend for the six months ended June 30, 2015.

On April 1, 2015, we issued 1,032 fully vested shares of its Common Stock to its then Chief Financial Officer as compensation for the period from November 2014 through April 2015 valued at $21,600, of which $7,200 were accrued for as of December 31, 2014.

On April 10, 2015, we issued 8,658 fully vested shares of its Common Stock to a consulting firm for services rendered by a financial consultant for the period of December 2014 through March 2015 valued at $170,101, of which $16,739 was accrued for as of December 31, 2014.

During the six months ended June 30, 2015, we issued 2,940 fully vested shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $56,999 based on the trading price of our Common Stock on the dates of the respective meetings.

During the six months ended June 30, 2015, we issued an aggregate of 839 fully vested shares of our Common Stock at the respective closing market price on the date of the respective meetings to a member of the Board for attendance of meetings of the newly formed Operations and Finance Committee (the "OPFIN Committee"). The shares had an aggregate grant date fair value of $15,000 which was recognized immediately.

Effective July 24, 2015, we amended the employment agreements with Mr. Michael D. Farkas, and 4,444 shares of Series C Convertible Preferred Shares were issued to him as follows: (i) 4,000 on July 24, 2015; and (ii) 444 on March 31, 2016.

In July 2015, we agreed to issue to the consultant 300 shares of Series C Convertible Preferred Shares at a fair value of $30,000.

On July 24, 2015, we entered into a securities purchase agreement with a purchaser for gross proceeds of an aggregate of $830,000. Pursuant to the securities purchase agreement, we issued the following to the purchaser: (i) 9,223 shares of Series C Convertible Preferred Shares, and (ii) a five-year warrant to purchase 26,378 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $88,905.

On July 29, 2015, we entered into an employment agreement with Mr. Michael J. Calise to serve as our Chief Executive Officer and as part of his employment agreement he received a signing bonus that included 4,412 shares of our Common Stock.

On October 14, 2015, we entered into a securities purchase agreement with a purchaser for the purchase of an aggregate gross proceeds of $1,100,000. Pursuant to the securities purchase agreement, we issued the following to the purchaser: (i) 18,333 shares of Series C Convertible Preferred Shares, and (ii) a five-year warrant to purchase 52,380 shares of Common Stock for an exercise price of $50.00 per share.

On October 14, 2015, the Company entered into a securities purchase agreement with Eventide for net proceeds of an aggregate of $954,540 (gross proceeds of $1,100,000 less issuance costs of $145,460 which, as of December 31, 2015, had not been paid and were included within accrued expenses). Pursuant to the securities purchase agreement, the Company issued the following to the purchaser: (i) 18,333 shares of Series C Preferred Shares, and (ii) a five-year warrant to purchase 52,380 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $79,411 which was recorded as a derivative liability.

On October 14, October 16, October 27, November 9, and December 31, 2015, we issued one-year warrants to purchase an aggregate of 420 shares of Common Stock at an estimated fair value of $12,333 to the former Beam members. The warrants had exercise prices ranging from $8.00 to $50.00 per share.

On October 14, December 4, December 7, and December 11, 2015, we issued five-year options to purchase a total of 600 shares of our Common Stock at exercise prices ranging from $8.50 to $10.00 per share to members of the Board as compensation for attending meetings of the OPFIN Committee. The options vest immediately and had a grant date fair value of $5,550.

On October 16, 2015, the Company entered into a securities purchase agreement with for the purchase of an aggregate of $250,000. Pursuant to the securities purchase agreement, the Company issued the following to Eventide: (i) 4,167 shares of Series C Convertible Preferred Shares with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 11,906 shares of Common Stock for an exercise price of $50.00 per share.

On October 27, 2015, the Company entered into a securities purchase agreement with Eventide for the purchase of an aggregate of $850,000. Pursuant to the securities purchase agreement, the Company issued the following to Eventide: (i) 14,166 shares of Series C Convertible Preferred Shares with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 40,474 shares of Common Stock for an exercise price of $50.00 per share.

On November 9, 2015, the Company further renegotiated the terms of the $200,000 secured convertible note such that: (i) the Company shall pay the lender $61,000 comprised of $50,000 of principal and interest of $11,000; (ii) interest payable on the note accrues interest at a rate of 1.5% per month effective April 1, 2015 and (iii) the maturity date was extended to February 29, 2016. In connection with the extension, the Company issued the lender an immediately vested five-year warrant to purchase 5,600 shares of the Company's Common Stock at $50.00 per share with an issuance date fair value of $7,959 which was recorded as a derivative liability. As of December 31, 2015, the Company made an aggregate of $150,000 of principal repayments to the lender, such that a principal balance of $50,000 was outstanding and is currently past due.

On November 11, 2015, we issued 375 fully vested shares of our Common Stock to Andrew Shapiro, a member of the Board, as compensation for attending a Board meeting. The shares had a grant date fair value of $3,000 based on the $8.00 trading price of our Common Stock on the date of the meeting.

On November 13, 2015, we issued five-year options to purchase 20,400 shares of our Common Stock at an exercise price of $31.50 per share to 21 employees as compensation. The options are fully vested and had an aggregate fair value of $658,350.

On November 17, 2015, the Company issued a five-year option to purchase 500 shares of the Company's Common Stock under the 2014 Plan at $52.50 per share to an employee for services rendered. The option vested immediately and had a grant date fair value of $297.

On December 7, 2015, we issued five-year options to purchase 400 shares of our Common Stock at an exercise price of $9.50 per share to members of the Board as compensation for attending a Board meeting. The options are fully vested and had an aggregate fair value of $3,800.

On January 20, 2015, a three month consulting agreement was entered into between CCGI, Car Charging China and a consultant whereby Car Charging China agreed to deliver to the consultant on a monthly basis $13,500 in cash and $10,000 in Common Stock of Car Charging China. On July 31, 2015, the parties terminated the consulting agreement. In consideration of the termination, we paid the consultant an aggregate of $10,000 in cash and issued to the consultant 300 shares of Series C Convertible Preferred Shares. In exchange, the consultant agreed to return the Common Stock of Car Charging China to us.

During the nine months ended September 30, 2015, we issued five-year options to purchase 1,400 shares of our Common Stock at exercise prices ranging from $13.50 to $21.00 per share to members of the Board as compensation for attending Board meetings during this time. The options are fully vested and had an aggregate fair value of $15,937, which was expensed immediately.

During the nine months ended September 30, 2015, we issued five-year options to purchase 500 shares of our Common Stock at exercise prices ranging from $17.50 to $19.50 per share to a member of the Board as compensation for attending meetings of the OPFIN Committee. The options vest in one year and had a grant date fair value of $5,079, which will be recognized immediately.

During the nine months ended September 30, 2015, we offered the remaining seven former Beam members shares of our Common Stock as consideration for surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members accepted our offer and we issued an aggregate of 57 fully vested shares of our Common Stock valued at $898.

During the nine months ended September 30, 2015, we issued 3,690 fully vested shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $68,999 based on the trading price of our Common Stock on the dates of the respective meetings.

During the nine months ended September 30, 2015, we issued an aggregate of 839 fully vested shares of our Common Stock at the respective closing market price on the date of the respective meetings to a member of the Board for attendance of meetings of the newly formed OPFIN Committee. The shares had an aggregate grant date fair value of $15,000 which was recognized immediately.

During the nine months ended September 30, 2015, we issued 208 shares of Series C Convertible Preferred Shares in satisfaction of the $20,800 dividend for the period from December 23, 2014 through December 31, 2014 and 6,569 shares of Series C Convertible Preferred Shares in satisfaction of the $656,900 dividend for the nine months ended September 30, 2015.

During the nine months ended September 30, 2015, we issued one-year warrants to purchase an aggregate of 6,089 shares of Common Stock to the former Beam members. The warrants had exercise prices ranging from $13.50 to $75.00 per share.

During the nine months ended September 30, 2015, we issued 8,250 shares of Series B Convertible Preferred Shares to the Creditors of ECOtality as partial consideration for the strategic transaction to acquire a 50% interest in ECOtality.

During the year ended December 31, 2015, Messrs. Kinard, Farkas, and Calise were awarded 845, 1,551 and 4,412 shares of the Company's Common Stock valued at $12,000, $18,000 and $75,000, respectively, during 2015.

During the year ended December 31, 2015, the Company issued 2,000 fully vested shares valued at $137,000 to a firm which sponsored a conference in December 2013. The value was determined based on the market value of the stock on the date of the conference and was included within accrued expenses as of December 31, 2013.

During the year ended December 31, 2015, the Company issued five-year options to purchase 1,100 shares of the Company's Common Stock at exercise prices ranging from $8.50 to $19.50 per share to a member of the Board as compensation for attending meetings of the OPFIN Committee. The options vested immediately and had a grant date fair value of $7,820, which was recognized immediately.

2016

In January 2016, the Company agreed to extend the maturity date of warrants to purchase an aggregate of 25,800 shares of Common Stock with an exercise price of $112.50 per share by eighteen (18) months in exchange for the warrant holders' consent to rescind a fundamental transactions provision.

On March 11, 2016, we entered into a securities purchase agreement with a purchaser for gross proceeds of an aggregate of $2,900,040, of which, $650,040 was paid to us at closing and the remaining $2,250,000 is payable to us upon the completion of certain milestones, as specified in the agreement. At closing, 10,834 shares of Series C Convertible Preferred Shares were issued to the purchaser and 2,500 shares of Series C Convertible Preferred Shares were issued upon the completion of certain milestone during the three months ended March 31, 2016.

On March 11, 2016, in connection with the securities purchase agreement with the purchaser, a warrant to purchase 30,954 shares of Common Stock for an exercise price of $50.00 per share was issued with an issuance date fair value of $68,067 and a warrant to purchase 7,143 shares of Common Stock for an exercise price of $50.00 per share was issued upon the completion of certain milestone during the three months ended March 31, 2016 with an issuance date fair value of $20,906.

On March 11, 2016, we entered into a separate securities purchase agreement with a separate purchaser for net proceeds of an aggregate of $85,285 (gross proceeds of $99,960 less issuance costs of $14,675, of which, as of March 31, 2016, $9,677 had not been paid and was included within accrued expenses). Pursuant to the securities purchase agreement, we issued the following to the purchaser: (i) 1,666 shares of Series C Convertible Preferred Shares, and (ii) a five-year warrant to purchase 4,760 shares of Common Stock for an exercise price of $50.00 per share with an issuance date fair value of $10,458.

On March 24, 2016, the Company issued 750 shares of Series C Convertible Preferred Shares to the Company's Chief Operating Officer in connection with his March 24, 2015 employment agreement.

On March 24, 2016f, the Company issued 500,000 Series A Preferred Shares to the Company's Chief Operating Officer in connection with his employment agreement.

On March 31, 2016, we issued 2,932 shares of Series C Convertible Preferred Shares in satisfaction of the $293,200 dividend for the three months ended December 31, 2015 and 3,184 shares of Series C Convertible Preferred Shares in satisfaction of the $318,400 dividend for the three months ended March 31, 2016.

On March 31, 2016, we issued 444 shares of Series C Convertible Preferred Shares with a value of $44,400 to Michael Farkas, our Executive Chairman, as part of his compensation.

During the three months ended March 31, 2016, we issued 1,333 fully vested shares of our Common Stock to members of the Board as compensation for attending a Board meeting on December 7, 2015. The shares had a grant date fair value of $12,000 based on the trading price of our Common Stock on December 7, 2015.

During the three months ended March 31, 2016, we issued an aggregate of 706 of fully vested shares of our Common Stock at the respective closing market price on the date of the respective meetings to members of the Board for attendance of meetings of the OPFIN Committee. The shares had an aggregate grant date fair value of $6,000 which was recognized immediately.

During the three months ended March 31, 2016, we issued five-year options to purchase 500 shares of our Common Stock at exercise prices ranging from $15.50 to $16.50 per share to members of the Board as compensation for attending Board meetings during this time. The options are fully vested and had an aggregate fair value of $7,850.

During the three months ended March 31, 2016, we issued five-year options to purchase 800 shares of our Common Stock at exercise prices ranging from $4.50 to $18.50 per share to members of the Board as compensation for attending meetings of the OPFIN Committee. The options vest immediately and had a grant date fair value of $8,500.

During the three months ended March 31, 2016, upon the completion of certain milestones, we issued 2,500 shares of Series C Convertible Preferred Shares to the purchaser for a purchase price, as part of the aggregate $2,900,040 to be paid, of $150,000.

During the three months ended June 30, 2016, we issued five-year options to purchase 1,400 shares of our Common Stock at exercise prices ranging from $15.50 to $36.00 per share to members of the Board as compensation for attending Board meetings during this time. The options are fully vested and had an aggregate grant date fair value of $32,250.

During the three months ended June 30, 2016, we issued five-year options to purchase 1,200 shares of our Common Stock at exercise prices ranging from $7.50 to $24.50 per share to members of the Board as compensation for attending meetings of the OPFIN Committee. The options vest immediately and had an aggregate grant date fair value of $17,550.

During the three months ended June 30, 2016, we issued 1,333 shares of our Common Stock to members of the Board as compensation for attending Board meetings. The shares had a grant date fair value of $18,000 based on the trading price of our Common Stock on the dates of the Board meetings.

During the three months ended June 30, 2016, we issued an aggregate of 3,589 of our Common Stock as compensation for attending OPFIN Committee meetings. The shares had a grant date fair value of $30,923 based on the trading price of our Common Stock on the dates of the OPFIN Committee meetings.

During the three months ended June 30, 2016, upon the completion of certain milestones, we issued 5,000 shares of Series C Convertible Preferred Shares to the purchaser for a purchase price, as part of the aggregate $2,900,040 to be paid, of $300,000.

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

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

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

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

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

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

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

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

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

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

JMJ Financing

The Company entered into a Securities Purchase Agreement dated October 7, 2016 (the "Purchase Agreement") with JMJ Financial, a Nevada sole proprietorship ("JMJ," and together with the Company, the "Parties"). Pursuant to the Purchase Agreement, as amended on March 23, May 15 and June 15, 2017, JMJ purchased from our Company (i) a Promissory Note in the aggregate principal amount of up to $3,725,000 due and payable on the earlier of May 15, 2017 or the third business day after the closing of this offering, and (ii) a Common Stock Purchase Warrant to purchase 14,286 shares of our Common Stock at an exercise price per share equal to the lesser of (i) 80% of the per share price in this offering, (ii) $35.00 per share, (iii) 80% of the unit price of this offering (if applicable), (iv) the exercise price of any warrants issued in this offering, or (v) the lowest conversion price, exercise price, or exchange price, of any security issued by us that was outstanding on October 13, 2016. The initial amount borrowed under the note was $500,000, with the remaining amounts permitted to be borrowed under the note being subject to us achieving certain milestones. With the achievement of certain milestones in November 2016, an additional advance of $500,000 occurred on November 28, 2016. Another warrant to purchase 14,286 shares of our Common Stock was issued as of November 28, 2016. With the achievement of certain milestones in February 2017, additional advances of $225,100 and $300,000 occurred on, respectively, February 10 and February 27. Thus, two more warrants to purchase the Company's Common Stock were issued, one for 6,431 shares and the other for 8,571 shares, respectively.

All advances after February 28, 2017 have been at the discretion of JMJ without regard to any specific milestones occurring. Additional advances of $250,000 and $30,000 under the Promissory Note occurred on March 14, 2017 and March 24, 2017, respectively, and two more warrants to purchase the Company's Common Stock were issued, one for 7,143 shares and the other for 857 shares. An additional advance of $400,000 occurred on April 5, 2017 and another warrant to purchase 11,429 shares of our Common Stock was issued on the same date. An additional advance of $295,000 occurred on May 9, 2017 and another warrant to purchase 8,429 shares of the Company's Common Stock was issued on the same date. On July 27, 2017, an additional advance of $50,000 was made to the Company and another warrant to purchase 1,429 shares of the Company's Common Stock was issued to JMJ. As of January 5, 2018, ten (10) warrants to purchase a total of 100,001 shares of the Company's Common Stock have been issued to JMJ. The aggregate exercise price is $3,500,000.

On the fifth (5th) trading day after the closing of this offering, but in no event later than February 15 , 2018, we will deliver the Origination Shares to JMJ. If this offering does not occur prior to February 15 , 2018 and JMJ owns Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same pricing terms as described above. The Origination Shares will now be issued in the form of Series D Preferred Stock to be issued pursuant to the Additional Agreement.

2017

On May 5, 2017, the Board approved, and on May 8, 2017, the Company issued an aggregate of 61,740 shares of Series C Convertible Preferred Shares in satisfaction of aggregate liabilities of approximately $6,200,000 associated with the Company's registration rights penalty, public information fee and Series C Convertible Preferred Shares dividends.

On May 5, 2017, the Board approved, and on May 8, 2017, the Company issued an aggregate of 2,166 shares of Common Stock to five people in satisfaction of aggregate liabilities of $386,900 associated with certain professional and other consulting fee agreements.

During the three months ended June 30, 2017, the Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which warrants to purchase an aggregate of 181,783 warrant shares converted into 180,533 shares of Common Stock. These 180,533 shares were issued pursuant to a Board resolution dated July 17, 2017.

Since June 26, 2017, the Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which warrants to purchase an aggregate of 633,407 warrant shares converted into 70,096 shares of Common Stock. These shares have not yet been issued.

On July 14, 2017 the Company issued 10,000 shares of its Common Stock to Mr. Schweitzer valued at $93,750 pursuant to his Director Agreement.

On July 18, 2017 the Company issued a promissory note to BLNK Holdings in the principal amount of $5,078.22 at an interest rate of 10% annually. The date of maturity is the earlier of (i) October 17, 2017 or (ii) the closing date of the offering of the Company's securities.

On July 31, 2017 the Company issued a promissory note to BLNK Holdings in the principal amount of $30,000 at an interest rate of 10% annually. The date of maturity is the earlier of (i) October 17, 2017 or (ii) the closing date of the offering of the Company's securities.

On August 4, 2017, the Company issued 48,023 warrants, in lieu of options, owed to Mr. Calise pursuant to his employment agreement at prices ranging from $35.00 to $150.00, with a weighted average price of $36.44.

On August 7, 2017, we issued a sixty-day convertible note in the principal amount of $50,000 to FGI. Interest on the note accrues at a rate of 15% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of Common Stock at $35.00 per share. In connection with the note issuance, we issued a five-year immediately vested warrant to purchase 100,000 shares of Common not subject to the Reverse Stock Split at an exercise price of $0.70 (not subject to the Reverse Stock Split).

On August 14, 2017, the Company and Wolverine Flagship Fund Trading Limited ("Wolverine") entered into a Warrant Exchange Agreement (the "Warrant Agreement"). Pursuant to the Warrant Agreement, Wolverine agreed to exchange its 2,500,000 warrant shares for the same number of shares of the Company's Common Stock.

On August 29, 2017, FGI exercised warrants on a cashless basis and received 2,990,404 shares of Common Stock.

From January 1, 2017 through September 25, 2017, the Company received agreements signed by certain holders of outstanding warrants to purchase Common Stock, pursuant to which warrants to purchase an aggregate of 726,704 warrant shares converted into 711,041 shares of Common Stock. These 711,041 shares were issued pursuant to Board resolutions dated September 26, 2017 and November 1, 2017.

On November 29, 2017, the Company issued 9,119 Series C Preferred Shares to forty-five (45) stockholders as payment in full, among other items, of registration rights penalties accrued for the period of July 1, 2017 through September 30, 2017.

Item 16. Exhibits and Financial Statement Schedules

(a) EXHIBITS

We have filed the exhibits listed on the accompanying Exhibit Index of this registration statement and below in this Item 16:

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
1.1	Form of Underwriting Agreement				X
2.1	Equity Exchange Agreement, dated February 26, 2013, by and among Car Charging Group, Inc., Beam Acquisition LLC, Beam Charging, LLC, and the Members of Beam Charging LLC.	8-K	2.1	04/03/2013	
2.2	Addendum to Equity Exchange Agreement, dated April 21, 2013, by and among Car Charging Group, Inc., Beam Acquisition LLC, Beam Charging, LLC, and the Members of Beam Charging LLC.	8-K	2.2	05/09/2013	
3.1	Articles of Incorporation, filed 10/03/06.	S-1	3.1	03/18/2008	
3.2	Amendment to Articles of Incorporation, filed 12/08/08.	8-K	3.1	12/11/2009	
3.3	Amendment to Articles of Incorporation, filed 6/29/12.	8-K	3.1	07/05/2012	
3.4	Amendment to Articles of Incorporation, filed 8/17/17.	8-K	3.1	09/08/2017	
3.5	Bylaws	S-1	3.2	03/18/2008	
3.6	Certificate of Designation for Series A Convertible Preferred Stock.	8-K	3.2	12/11/2009	
3.7	Amendment No. 1 to Certificate of Designation for Series A Convertible Preferred Stock.	8-K	3.1	12/31/2012	
3.8	Amendment No. 2 to Certificate of Designation for Series A Convertible Preferred Stock.	8-K	3.2	12/29/2014	
3.9	Certificate of Designation for Series B Convertible Preferred Stock	8-K	3.2	07/05/2012	
3.10	Amended and Restated Certificate of Designation for Series B Convertible Preferred Stock.	S-1/A	3.9	07/06/2017	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
3.11	Certificate of Designation for Series C Convertible Preferred Stock.	8-K	3.1	12/29/2014	
3.12	Amendment to Certificate of Designation for Series C Preferred Stock.	10-K	3.10	04/14/2017	
3.13	Amendment to Certificate of Designation for Series C Preferred Stock, filed August 25, 2017.	8-K	3.2	09/08/2017	
3.14	Amendment to Certificate of Designation for Series C Preferred Stock, filed August 29, 2017.	8-K	3.3	09/08/2017	
3.15	Amendment to Certificate of Designation for Series C Preferred Stock, filed January 8, 2018.	S-1/A	3.15	01/10/2018	
3.16	Amendment to Bylaws dated January 29, 2018	S-1/A	3.16	01/30/2018	
3.17	Form of Certificate of Designations for Series D Preferred Stock	S-1/A	3.17	01/30/2018	
4.1	Form of Common Stock Purchase Warrant used by the Company from 2013 through 2016.	8-K	4.1	04/03/2013	
4.2	Form of Common Stock Purchase Warrant issued by the Company in favor of JMJ Financial (first issued on October 13, 2016).	8-K	4.1	10/20/2016	
4.3	Secured Convertible Promissory Note in the Principal Amount of $105,000 related to a Pennsylvania Turnpike grant, issued June 24, 2016 to The Farkas Group Inc.	10-Q	4.1	08/15/2016	
4.4	Class A Common Stock Purchase Warrant to Purchase 525,000 shares, issued June 24, 2016 to The Farkas Group Inc.	10-Q	4.2	08/15/2016	
4.5	Amendment to Class A Common Stock Purchase warrant to Purchase 525,000 shares, dated July 27, 2016	10-Q	4.5	08/15/2016	
4.6	Form of Secured Convertible Promissory Note related to third party financing, issued to The Farkas Group Inc.	10-Q	4.3	08/15/2016	
4.7	Class A Common Stock Purchase Warrant to Purchase 475,000 shares, issued June 24, 2016 to The Farkas Group Inc.	10-Q	4.4	08/15/2016	
4.8	Amendment to Class A Common Stock Purchase warrant to Purchase 475,000 shares, dated July 27, 2016.	10-Q	4.4	08/15/2016	
4.9	Secured Promissory Note issued to BLNK Holdings LLC on August 4, 2017	S-1/A	4.9	12/08/2017	
4.10	Warrant issued to The Farkas Group Inc. on July 27, 2016	S-1/A	4.10	12/08/2017	
4.11	Form of Common Stock Purchase Warrant issued to Michael Calise in July 2017	S-1/A	4.11	12/08/2017	
4.12	Form of Warrant Issued to SMS Real Estate LLC and Chase Mortgage, Inc.	8-K	4.1	9/14/2017	
4.13	Form of Warrant Agency Agreement by and between the Company and Worldwide Stock Transfer, LLC and Form of Warrant Certificate for Registered Offering	S-1/A	4.13	01/25/2018	
5.1	Opinion of Lucosky Brookman LLP				X
10.1*	Employment Agreement by and between the Company and Ira Feintuch dated March 24, 2015	8-K	10.2	04/08/2015	
10.2*	Compensation Agreement by and between the Company and Ira Feintuch dated June 16, 2017	S-1/A	10.2	07/06/2017	
10.3*	Employment Agreement by and between the Company and Michael Calise dated July 16, 2015	8-K	10.1	08/03/2015	
10.4*	Executive Employment Agreement by and between the Company and Michael D. Farkas dated October 29, 2010	10-K	10.17	04/16/2013	
10.5*	First Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated December 23, 2014	8-K	10.4	12/29/2014	
10.6 *	Second Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated July 24, 2015	10-K	10.4	07/29/2016	

10.7 *	Third Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated June 15, 2017	S-1/A	10.7	07/06/2017
10.8*	Conversion Agreement between the Company and Michael D. Farkas dated August 23, 2017	10-Q	10.3	11/20/2017
10.9*	Conversion Agreement between the Company and BLNK Holdings LLC dated August 23, 2017	10-Q	10.4	11/20/2017
10.10*	Form of Series A Preferred Stock Letter Agreements	S-1/A	10.8	07/06/2017
10.11*	Equity Agreement between Michael Farkas and the Company, dated December 6, 2017	S-1/A	10.11	12/08/2017
10.12*	Equity Agreement between Ira Feintuch and the Company, dated December 7, 2017	S-1/A	10.12	12/08/2017
10.13*	Director Agreement by and between the Company and Andrew Shapiro dated April 28, 2014	S-1/A	10.9	07/06/2017
10.14*	Director Agreement by and between the Company and Donald Engel dated July 11, 2014	S-1/A	10.10	07/06/2017
10.15*	Board of Directors Offer Letter Agreement by and between the Company and Robert Schweitzer, dated July 14, 2017.	8-K	10.1	07/20/2017
10.16*	2012 Omnibus Incentive Plan.	8-K	10.1	12/06/2012
10.17*	2013 Omnibus Incentive Plan.	8-K	10.1	02/21/2013
10.18*	2014 Omnibus Incentive Plan.	10-K	10.7	07/29/2016
10.19*	2015 Omnibus Incentive Plan.	10-K	10.8	07/29/2016
10.20*	Form of 2015 Omnibus Incentive Plan Stock Option Award Agreement.	10-K	10.9	07/29/2016
10.21	Patent License Agreement, dated March 29, 2012, by and among Car Charging Group, Inc., Balance Holdings, LLC and Michael Farkas.	10-K	10.21	04/16/2013
10.22	Patent License Agreement, dated March 11, 2016, by and among Car Charging Group, Inc., Balance Holdings, LLC and Michael Farkas.	10-Q	10.3	08/04/2016
10.23	Revenue Sharing Agreement, dated April 3, 2013, by and among Car Charging Group, Inc., EV Pass Holdings, LLC, and Synapse Sustainability Trust, Inc.	8-K	10.2	04/26/2013
10.24	Securities Purchase Agreement, dated October 11, 2013.	8-K	10.1	10/17/2013
10.25	Registration Rights Agreement, dated October 11, 2013	8-K	10.2	10/17/2013
10.26	Securities Purchase Agreement, dated December 9, 2013.	8-K	10.1	12/13/2013
10.27	Registration Rights Agreement, dated December 9, 2013	8-K	10.2	12/13/2013
10.28	Securities Purchase Agreement, by and between the Company and Investor, dated December 23, 2014	8-K	10.1	12/29/2014
10.29	Registration Rights Agreement, by and between the Company and Investor, dated December 23, 2014	8-K	10.2	12/29/2014
10.30	Securities Purchase Agreement, by and between the Company and Investor dated July 24, 2015	8-K	10.1	07/29/2015

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed or Furnished	
		Form	Exhibit	Filing Date	Herewith
10.31	Registration Rights Agreement, by and between the Company and Investor dated July 24, 2015	8-K	10.2	07/29/2015	
10.32	Securities Purchase Agreement, by and between the Company and Investor dated October 14, 2015	10-K	10.6	12/08/2015	
10.33	Registration Rights Agreement, by and between the Company and Investor dated October 14, 2015	10-K	10.7	12/08/2015	
10.34	Securities Purchase Agreement, by and between the Company and Investor dated March 11, 2016	S-1/A	10.29	07/06/2017	
10.35	Securities Purchase Agreement, dated October 7, 2016, between JMJ Financial and the Company	8-K	10.1	10/20/2016	
10.36	Promissory Note, dated October 13, 2016, issued by the Company in favor of JMJ Financial	8-K	10.2	10/20/2016	
10.37	Representations and Warranties Agreement Regarding Existing Debt, dated October 7, 2016, between JMJ Financial and the Company	S-1/A	10.27	12/21/2016	
10.38	Amendment #1 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated March 23, 2017	10-K	10.26	04/14/2017	
10.39	Amendment #2 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated May 15, 2017	10-Q	10.3	05/15/2017	
10.40	Amendment #3 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated June 15, 2017	S-1/A	10.35	07/06/2017	
10.41	Amendment #4 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated July 20, 2017	S-1/A	10.41	12/08/2017	
10.42	Amendment #5 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated August 27, 2017	S-1/A	10.42	12/08/2017	
10.43	Amendment #6 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated August 29, 2017	S-1/A	10.43	12/08/2017	
10.44	Amendment #7 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated August 29, 2017	S-1/A	10.44	12/08/2017	
10.45	Amendment #8 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated September 6, 2017	S-1/A	10.45	12/08/2017	
10.46	Amendment #9 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated September 14, 2017	S-1/A	10.46	12/08/2017	
10.47	Lockup, Conversion, and Additional Investment Agreement with JMJ Financial, dated October 23, 2017	S-1/A	10.47	12/08/2017	
10.48	Amendment #1 to Lockup, Conversion, and Additional Investment Agreement with JMJ Financial, dated November 29, 2017	S-1/A	10.48	12/08/2017	
10.49	Form of Promissory Note Issued by the Company to BLNK Holdings LLC	10-K	10.27	04/14/2017	
10.50	Form of Series C Preferred Stock and Warrants Letter Agreements	S-1/A	10.37	07/06/2017	
10.51	Form of Series B Conversion Agreement	S-1/A	10.38	07/06/2017	
10.52	Warrant Exchange Agreement between Wolverine Flagship Fund Trading Limited and the Company, dated August 14, 2017	10-Q	10.7	08/21/2017	
10.53	Fourth Amendment to Secured Convertible Promissory Note with Chase Mortgage, Inc., dated September 5, 2017.	8-K	10.1	09/14/2017	
10.54	Secured Promissory Note Issued to SMS Real Estate LLC, dated September 6, 2017.	8-K	10.2	09/14/2017	
10.55	Secured Promissory Note Issued to Chase Mortgage, Inc., dated September 6, 2017.	8-K	10.3	09/14/2017	
10.56	Warrant Conversion Agreement with SMS Real Estate LLC, dated September 6, 2017.	8-K	10.4	09/14/2017	

10.57	Warrant Conversion Agreement with Chase Mortgage, Inc., dated September 6, 2017.	8-K	10.5	09/14/2017	
10.58	Warrant Conversion Agreement with Mark Herskowitz, dated September 7, 2017.	8-K	10.6	09/14/2017	
10.59	Amendment #1 to Conversion Agreement between the Company and Michael D. Farkas, dated January 4, 2018.	S-1/A	10.59	01/10/2018	
10.60	Amendment #1 to Conversion Agreement between the Company and BLNK Holdings LLC, dated January 4, 2018.	S-1/A	10.60	01/10/2018	
10.61	Amendment #1 to Equity Agreement between Michael Farkas and the Company, dated January 4, 2018.	S-1/A	10.61	01/10/2018	
10.62	Amendment #1 to Equity Agreement between Ira Feintuch and the Company, dated January 4, 2018.	S-1/A	10.61	01/10/2018	
10.63	Amendment #2 to Lockup, Conversion, and Additional Investment Agreement with JMJ Financial, dated January 4, 2018	S-1/A	10.63	01/10/2018	
10.64	Amendment #3 to Lockup, Conversion, and Additional Investment Agreement Addendum to the Transaction Documents Dated October 7, 2016	S-1/A	10.64	02/05/2018	
10.65	Amendment #4 to Lockup, Conversion, and Additional Investment Agreement Addendum to the Transaction Documents Dated October 7, 2016				X
14.1	Code of Ethics	S-1/A	14.1	12/08/2017	
21.1	Subsidiaries of the Registrant.	S-1/A	21.1	07/06/2017	
23.1	Consent of Marcum LLP, Independent Registered Public Accounting Firm.				X
23.2	Consent of Lucosky Brookman LLP (included in Exhibit 5.1)				X
24.1	Power of Attorney with regard to Michael Farkas, Andrew Shapiro, and Donald Engel.	S-1	24.1	11/07/2016	
24.2	Power of Attorney with regard to Andy Kinard.	S-1/A	24.2	12/21/2016	
99.1	Audit Committee Charter	S-1/A	99.1	12/08/2017	
99.2	Compensation Committee Charter	S-1/A	99.2	12/08/2017	
99.3	Nominating Committee Charter	S-1/A	99.3	12/08/2017	

* Indicates a management contract or compensatory plan or arrangement.

(b) Financial statement schedules.

All schedules have been omitted because either they are not required, are not applicable or the information is otherwise set forth in the financial statements and related notes thereto.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That for the purpose of determining any liability under the Securities Act of 1933 each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 14 above, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(8) The undersigned Registrant hereby undertakes:

(i) That for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4), or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(ii) That for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and this offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Hollywood, Florida, on February 9 , 2018.

BLINK CHARGING CO.

By: */s/ Michael D. Farkas*
Name: Michael D. Farkas
Title: Executive Chairman of the Board of Directors
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Michael D. Farkas Michael D. Farkas	Executive Chairman of the Board of Directors (Principal Executive Officer)	February 9 , 2018
/s/ Michael J. Calise Michael J. Calise	Chief Executive Officer and Director (Interim Principal Financial Officer and Interim Principal Accounting Officer)	February 9 , 2018
* Andrew Shapiro	Director	February 9 , 2018
* Donald Engel	Director	February 9 , 2018
/s/ Robert Schweitzer Robert Schweitzer	Director	February 9 , 2018
* By: */s/ Michael J. Calise* Name: Michael J. Calise Title: Attorney In Fact		February 9 , 2018

UNDERWRITING AGREEMENT

between

BLINK CHARGING CO.

and

JOSEPH GUNNAR & CO., LLC

as Representative of the Several Underwriters

BLINK CHARGING CO.

UNDERWRITING AGREEMENT

New York, New York
February ___, 2018

Joseph Gunnar & Co., LLC

As Representative of the several Underwriters named on Schedule 1 attached hereto
30 Broad Street, 11th Floor
New York, NY 10004

Ladies and Gentlemen:

The undersigned, Blink Charging Co., a corporation formed under the laws of the State of Nevada (collectively with its subsidiaries and affiliates, including, without limitation, all entities disclosed or described in the Registration Statement (as hereinafter defined) as being subsidiaries or affiliates of Blink Charging Co., the "**Company**"), hereby confirms its agreement (this "**Agreement**") with Joseph Gunnar & Co., LLC (hereinafter referred to as "you" (including its correlatives) or the "**Representative**") and with the other underwriters named on Schedule 1 hereto for which the Representative is acting as representative (the Representative and such other underwriters being collectively called the "**Underwriters**" or, individually, an "**Underwriter**") as follows:

1. Purchase and Sale of Securities.

1.1 Firm Securities.

1.1.1. Nature and Purchase of Firm Securities.

(i) On the basis of the representations and warranties herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell to the several Underwriters, an aggregate of [•] shares (each, a "**Firm Share**" and collectively, the "**Firm Shares**") of the Company's common stock, par value $0.001 per share (the "**Common Stock**"). For every one Firm Share issued and sold by the Company, the Company shall issue and sell to the several Underwriters two warrants to purchase one share of Common Stock each at an exercise price of $[•] per share (115% of the public offering price per Firm Security in the Offering) (each, a "**Warrant**" and collectively, the "**Warrants**"), or an aggregate of [•] Warrants to purchase an aggregate of [•] shares of Common Stock (the "**Firm Warrants**" and together with the Firm Shares, the "**Firm Securities**"). The Firm Shares and the Firm Warrants will be separated immediately upon issuance.

(ii) The Underwriters, severally and not jointly, agree to purchase from the Company the number of Firm Shares and Firm Warrants set forth opposite their respective names on Schedule 1 attached hereto and made a part hereof at a purchase price of $[•] per combined Firm Share and Firm Warrant (93% of the per Firm Security public offering price) which shall be allocated as $[•] per share of Common Stock (the "**Share Purchase Price**") and $[•] per warrant (the "**Warrant Purchase Price**"). The Firm Securities are to be offered initially to the public at the combined offering price set forth on the cover page of the Prospectus (as defined in Section 2.1.1 hereof).

1.1.2. Firm Securities Payment and Delivery.

(i) Delivery and payment for the Firm Securities shall be made at 10:00 a.m., Eastern time, on the third (3rd) Business Day following the effective date (the "**Effective Date**") of the Registration Statement (as defined in Section 2.1.1 below) or at such earlier time as shall be agreed upon by the Representative and the Company, at the offices of Ellenoff Grossman & Schole LLP, 1345 Avenue of the Americas, New York, New York 10105 (" **Underwriter Counsel**"), or at such other place (or remotely by facsimile or other electronic transmission) as shall be agreed upon by the Representative and the Company. The hour and date of delivery and payment for the Firm Securities is called the "**Closing Date**."

(ii) Payment for the Firm Securities shall be made on the Closing Date by wire transfer in Federal (same day) funds, payable to the order of the Company upon delivery of the certificates (in form and substance satisfactory to the Underwriters) representing the Firm Securities (or through the facilities of the Depository Trust Company ("**DTC**")) for the account of the Underwriters. The Firm Securities shall be registered in such name or names and in such authorized denominations as the Representative may request in writing at least two (2) full Business Days prior to the Closing Date. The Company shall not be obligated to sell or deliver the Firm Securities except upon tender of payment by the Representative for all of the Firm Securities. The term "Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or obligated by law to close in New York, New York.

1.2 Over-allotment Option.

1.2.1. Option Securities. The Company hereby grants to the Underwriters an option (the "**Over-allotment Option**") to purchase up to an additional [•] shares of Common Stock, representing up to fifteen percent (15%) of the Firm Shares sold in the offering (the "**Option Shares**"), and/or [•] Warrants to purchase an additional [•] shares of Common Stock, representing up to 15% of the Firm Warrants sold in the Offering (the "**Option Warrants**"), in each case for the purpose of covering over-allotments of such securities, if any. The Over-allotment Option is, at the Underwriters' sole discretion, for Option Shares and Option Warrants together, solely Option Shares, solely Option Warrants, or any combination thereof (each, an "**Option Security**" and collectively, the "**Option Securities**"). The Firm Securities and the Option Securities are collectively referred to as the "**Securities**." The Securities, the shares of Common Stock underlying the Firm Warrants, and the shares of Common Stock underlying the Option Warrants are referred to herein collectively as the "**Public Securities**." The Firm Securities shall be issued directly by the Company and shall have the rights and privileges described in the Registration Statement, the Pricing Disclosure Package and the Prospectus referred to below. The Firm Warrants and the Option Warrants, if any, shall be issued pursuant to, and shall have the rights and privileges set forth in, a warrant agreement, dated on or before the Closing Date, between the Company and Worldwide Stock Transfer, LLC, as warrant agent (the "**Warrant Agreement**"). The offering and sale of the Public Securities is herein referred to as the "**Offering**."

1.2.2. Exercise of Option. The Over-allotment Option granted pursuant to Section 1.2.1 hereof may be exercised by the Representative as to all (at any time) or any part (from time to time) of the Option Shares and/or Option Warrants in any combination thereof within 45 days after the Effective Date. The purchase price to be paid per Option Share shall be equal to the Share Purchase Price. The purchase price to be paid per Option Warrant shall be equal to the Warrant Purchase Price. The Underwriters shall not be under any obligation to purchase any Option Securities prior to the exercise of the Over-allotment Option. The Over-allotment Option granted hereby may be exercised by the giving of oral notice to the Company from the Representative, which must be confirmed in writing by overnight mail or facsimile or other electronic transmission setting forth the number of Option Shares and/or Option Warrants to be purchased and the date and time for delivery of and payment for the Option Securities (the "**Option Closing Date**"), which shall not be later than two (2) full Business Days after the date of the notice or such other time as shall be agreed upon by the Company and the Representative, at the offices of Underwriter Counsel or at such other place (including remotely by facsimile or other electronic transmission) as shall be agreed upon by the Company and the Representative. If such delivery and payment for the Option Securities does not occur on the Closing Date, the Option Closing Date will be as set forth in the notice. Upon exercise of the Over-allotment Option with respect to all or any portion of the Option Securities, subject to the terms and conditions set forth herein, (i) the Company shall become obligated to sell to the Underwriters the number of Option Securities specified in such notice, (ii) each of the Underwriters, acting severally and not jointly, shall purchase that portion of the total number of Option Shares then being purchased that the number of Firm Shares as set forth in Schedule 1 opposite the name of such Underwriter bears to the total number of Firm Shares and (iii) each of the Underwriters, acting severally and not jointly, shall purchase that portion of the total number of Option Warrants then being purchased as set forth in Schedule 1, subject, in each case, to such adjustments as the Representative, in its sole discretion, shall determine.

1.2.3. Payment and Delivery. Payment for the Option Securities shall be made on the Option Closing Date by wire transfer in Federal (same day) funds, payable to the order of the Company upon delivery of the certificates (in form and substance satisfactory to the Representative) representing the Option Securities (or through the facilities of DTC) for the account of the Underwriters. The Option Securities shall be registered in such name or names and in such authorized denominations as the Representative may request in writing at least one (1) full Business Day prior to the Option Closing Date. The Company shall not be obligated to sell or deliver the Option Securities except upon tender of payment by the Representative for applicable Option Securities. The Option Closing Date may be simultaneous with, but not earlier than, the Closing Date; and in the event that such time and date are simultaneous with the Closing Date, the term "**Closing Date**" shall refer to the time and date of delivery of the Firm Securities and Option Securities.

2. Representations and Warranties of the Company. The Company represents and warrants to the Underwriters as of the Applicable Time (as defined below), as of the Closing Date and as of the Option Closing Date, if any, as follows:

2.1 Filing of Registration Statement.

2.1.1. Pursuant to the Securities Act. The Company has filed with the U.S. Securities and Exchange Commission (the "**Commission**") a registration statement, and an amendment or amendments thereto, on Form S-1 (File No. 333-214461), including any related prospectus or prospectuses, for the registration of the Public Securities under the Securities Act of 1933, as amended (the "**Securities Act**"), which registration statement and amendment or amendments have been prepared by the Company in all material respects in conformity with the requirements of the Securities Act and the rules and regulations of the Commission under the Securities Act (the "**Securities Act Regulations**") and will contain all material statements that are required to be stated therein in accordance with the Securities Act and the Securities Act Regulations. Except as the context may otherwise require, such registration statement, as amended, on file with the Commission at the time the registration statement became effective (including the Preliminary Prospectus (as defined below) included in the registration statement, financial statements, schedules, exhibits and all other documents filed as a part thereof or incorporated therein and all information deemed to be a part thereof as of the Effective Date pursuant to paragraph (b) of Rule 430A of the Securities Act Regulations (the "**Rule 430A Information**")), is referred to herein as the "**Registration Statement**." If the Company files any registration statement pursuant to Rule 462(b) of the Securities Act Regulations, then after such filing, the term "**Registration Statement**" shall include such registration statement filed pursuant to Rule 462(b). The Registration Statement has been declared effective by the Commission on the date hereof.

Each prospectus used prior to the effectiveness of the Registration Statement, and each prospectus that omitted the Rule 430A Information that was used after such effectiveness and prior to the execution and delivery of this Agreement, is herein called a "**Preliminary Prospectus**." The Preliminary Prospectus, subject to completion, dated January 29, 2018, that was included in the Registration Statement immediately prior to the Applicable Time is hereinafter called the "**Pricing Prospectus**." The final prospectus in the form first furnished to the Underwriters for use in the Offering is hereinafter called the "**Prospectus**." Any reference to the "**most recent Preliminary Prospectus**" shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement.

“**Applicable Time**” means [•] p.m., Eastern time, on the date of this Agreement.

“**Issuer Free Writing Prospectus**” means any “issuer free writing prospectus,” as defined in Rule 433 of the Securities Act Regulations (“**Rule 433**”), including without limitation any “free writing prospectus” (as defined in Rule 405 of the Securities Act Regulations) relating to the Public Securities that is (i) required to be filed with the Commission by the Company, (ii) a “road show that is a written communication” within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Public Securities or of the Offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company’s records pursuant to Rule 433(g).

“**Issuer General Use Free Writing Prospectus**” means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a “*bona fide* electronic road show,” as defined in Rule 433 (the “**Bona Fide Electronic Road Show**”)), as evidenced by its being specified in Schedule 2-B hereto.

“**Issuer Limited Use Free Writing Prospectus**” means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

“**Pricing Disclosure Package**” means any Issuer General Use Free Writing Prospectus issued at or prior to the Applicable Time, the Pricing Prospectus and the information included on Schedule 2-A hereto, all considered together.

2.1.2. Pursuant to the Exchange Act. The Company has filed with the Commission one or more registration statements on Form 8-A providing for the registration pursuant to Section 12(b) under the Securities Exchange Act of 1934, as amended (the “ **Exchange Act**”), in respect of the Public Securities, each of which registration statement complies in all material respects with the Exchange Act. The registration of the Public Securities under the Exchange Act has been declared effective by the Commission on or prior to the date hereof. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Public Securities under the Exchange Act, nor has the Company received any notification that the Commission is contemplating terminating such registration.

2.2 Stock Exchange Listing. Each of the Common Stock and the Warrants has been approved for listing on The NASDAQ Capital Market (the “**Exchange**”), and the Company has taken no action designed to, or likely to have the effect of, delisting either the Common Stock or the Warrants from the Exchange, nor has the Company received any notification that the Exchange is contemplating terminating either such listing.

2.3 No Stop Orders, etc. Neither the Commission nor, to the Company’s knowledge, any state regulatory authority has issued any order preventing or suspending the use of the Registration Statement, any Preliminary Prospectus or the Prospectus or has instituted or, to the Company’s knowledge, threatened to institute, any proceedings with respect to such an order. The Company has complied with each request (if any) from the Commission for additional information.

2.4 Disclosures in Registration Statement.

2.4.1. Compliance with Securities Act and 10b-5 Representation.

(i) Each of the Registration Statement and any post-effective amendment thereto, if any, at the time it became effective, complied in all material respects with the requirements of the Securities Act and the Securities Act Regulations. Each Preliminary Prospectus, including the prospectus filed as part of the Registration Statement as originally filed or as part of any amendment or supplement thereto, and the Prospectus, at the time each was filed with the Commission, complied in all material respects with the requirements of the Securities Act and the Securities Act Regulations. Each Preliminary Prospectus delivered to the Underwriters for use in connection with this Offering and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Neither the Registration Statement nor any amendment thereto, at its effective time, as of the Applicable Time, at the Closing Date or at any Option Closing Date (if any), contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. To the Company's knowledge, no post-effective amendment to the Registration Statement reflecting any facts or events arising after the date thereof which represent, individually or in the aggregate, a fundamental change in the information set forth therein is required to be filed with the Commission. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading.

(iii) The Pricing Disclosure Package, as of the Applicable Time, at the Closing Date or at any Option Closing Date (if any), did not, does not and will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Limited Use Free Writing Prospectus hereto does not conflict with the information contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, and each such Issuer Limited Use Free Writing Prospectus, as supplemented by and taken together with the Pricing Prospectus as of the Applicable Time, did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements made or statements omitted in reliance upon and in conformity with written information furnished to the Company with respect to the Underwriters by the Representative expressly for use in the Registration Statement, the Pricing Prospectus or the Prospectus or any amendment thereof or supplement thereto. The parties acknowledge and agree that such information provided by or on behalf of any Underwriter consists solely of the following disclosure contained in the "Underwriting" section of the Prospectus: the fourth paragraph, the ninth paragraph, the fourteenth, fifteenth and sixteenth paragraphs under the header "Price Stabilization, Short Positions and Penalty Bids" and the eighteenth paragraph under "Electronic Offer, Sale and Distribution of Shares" (the "**Underwriters' Information**"); and

(iv) None of the Preliminary Prospectuses, the Prospectus or any amendment or supplement thereto (including any prospectus wrapper), as of their respective issue dates, at the time of any filing with the Commission pursuant to Rule 424(b), at the Closing Date or at any Option Closing Date, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to the Underwriters' Information.

2.4.2. Disclosure of Agreements. The agreements and documents described in the Registration Statement, the Pricing Disclosure Package and the Prospectus conform in all material respects to the descriptions thereof contained therein and there are no agreements or other documents required by the Securities Act and the Securities Act Regulations to be described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or to be filed with the Commission as exhibits to the Registration Statement, that have not been so described or filed. Each agreement or other instrument (however characterized or described) to which the Company is a party or by which it is or may be bound or affected and (i) that is referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or (ii) is material to the Company's business, has been duly authorized and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company and, to the Company's knowledge, the other parties thereto, in accordance with its terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought. None of such agreements or instruments has been assigned by the Company, and, except as disclosed on Schedule 2.4.2, neither the Company nor, to the Company's knowledge, any other party is in default thereunder and, to the Company's knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder. To the best of the Company's knowledge, performance by the Company of the material provisions of such agreements or instruments will not result in a violation of any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its assets or businesses (each, a "**Governmental Entity**"), including, without limitation, those relating to environmental laws and regulations.

2.4.3. Prior Securities Transactions. No securities of the Company have been sold by the Company or by or on behalf of, or for the benefit of, any person or persons controlling, controlled by or under common control with the Company, except as disclosed in Schedule 2.4.3.

2.4.4. Regulations. The disclosures in the Registration Statement, the Pricing Disclosure Package and the Prospectus concerning the effects of federal, state, local and all foreign regulation on the Offering and the Company's business as currently contemplated are correct in all material respects and no other such regulations are required to be disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus which are not so disclosed.

2.4.5. No Other Distribution of Offering Materials. The Company has not, directly or indirectly, distributed and will not distribute any offering material in connection with the Offering other than any Preliminary Prospectus, the Prospectus and other materials, if any, permitted under the Securities Act and consistent with Section 3.2 below.

2.5 Changes After Dates in Registration Statement.

2.5.1. No Material Adverse Change. Since the respective dates as of which information is given in the Registration Statement, the Pricing Disclosure Package and the Prospectus: (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect (as defined below) and no material adverse change in the financial position or results of operations of the Company, nor any change or development that, singularly or in the aggregate, would involve a material adverse change or a prospective material adverse change in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company (a "**Material Adverse Change**"); (ii) there have been no material transactions entered into by the Company, other than as contemplated pursuant to this Agreement; and (iii) no officer or director of the Company has resigned from any position with the Company. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Public Securities contemplated by this Agreement, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 Trading Day (as defined below) prior to the date that this representation is made.

"**Material Adverse Effect**" means (i) a material adverse effect on the legality, validity or enforceability of this Agreement or the Warrant Agreement (as defined below), (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement or the Warrant Agreement.

"**Trading Day**" means a day on which the Exchange is open for trading.

2.5.2. Recent Securities Transactions, etc. Subsequent to the respective dates as of which information is given in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and except as may otherwise be indicated or contemplated herein or disclosed in Schedule 2.5.2, the Company has not: (i) issued any securities or incurred any liability or obligation, direct or contingent, for borrowed money; or (ii) declared or paid any dividend or made any other distribution on or in respect to its capital stock.

2.6 Independent Accountants. To the knowledge of the Company, Marcum LLP (the "**Auditor**"), whose report is filed with the Commission as part of the Registration Statement, the Pricing Disclosure Package and the Prospectus, is an independent registered public accounting firm as required by the Securities Act and the Securities Act Regulations and the Public Company Accounting Oversight Board. The Auditor has not, during the periods covered by the financial statements included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, provided to the Company any non-audit services, as such term is used in Section 10A(g) of the Exchange Act.

2.7 Disclosures in Commission Filings. To the Company's knowledge, none of the Company's filings with the Commission contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2.8 Financial Statements, etc. The financial statements, including the notes thereto and supporting schedules included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, fairly present the financial position and the results of operations of the Company and its consolidated Subsidiaries at the dates and for the periods to which they apply; comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing; and such financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("**GAAP**"), consistently applied throughout the periods involved (provided that unaudited interim financial statements are subject to year-end audit adjustments that are not expected to be material in the aggregate and do not contain all footnotes required by GAAP); and the supporting schedules included in the Registration Statement present fairly the information required to be stated therein. Except as included therein, no historical or pro forma financial statements are required to be included in the Registration Statement, the Pricing Disclosure Package or the Prospectus under the Securities Act or the Securities Act Regulations. The pro forma and pro forma as adjusted financial information and the related notes, if any, included in the Registration Statement, the Pricing Disclosure Package and the Prospectus have been properly compiled and prepared in accordance with the applicable requirements of the Securities Act and the Securities Act Regulations and present fairly the information shown therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. All disclosures contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission), if any, comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable. Each of the Registration Statement, the Pricing Disclosure Package and the Prospectus discloses all material off-balance sheet transactions, arrangements, obligations (including contingent obligations), and other relationships of the Company with unconsolidated entities or other persons that may have a material current or future effect on the Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses. Since the date of the latest audited financials included in the Registration Statement, except as disclosed in Schedule 2.8, (a) neither the Company nor any of its direct and indirect subsidiaries, including each entity disclosed or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus as being a subsidiary of the Company (each, a "**Subsidiary**" and, collectively, the "**Subsidiaries**"), has incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (b) the Company has not altered its method of accounting, (c) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, (d) there has not been any change in the capital stock of the Company, or, other than in the course of business, any grants under any stock compensation plan, and (e) there has not been any material adverse change in the Company's long-term or short-term debt.

2.9 Authorized Capital; Options, etc. The Company had, at the date or dates indicated in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the duly authorized, issued and outstanding capitalization as set forth therein. Based on the assumptions stated in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company will have on the Closing Date the adjusted stock capitalization set forth therein. Except as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus, on the Effective Date, as of the Applicable Time and on the Closing Date and any Option Closing Date, there will be no stock options, warrants, or other rights to purchase or otherwise acquire any authorized, but unissued shares of Common Stock of the Company or any security convertible or exercisable into shares of Common Stock of the Company, or any contracts or commitments to issue or sell shares of Common Stock or any such options, warrants, rights or convertible securities ("**Common Stock Equivalent**"). No individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (a "**Person**") has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement or the Warrant Agreement. Except as set forth in Schedule 2.9, the issuance and sale of the Public Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Underwriters) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

2.10 Valid Issuance of Securities, etc.

2.10.1. Outstanding Securities. All issued and outstanding securities of the Company issued prior to the transactions contemplated by this Agreement have been duly authorized and validly issued and are fully paid and non-assessable and have been issued in compliance with all federal and state securities laws; the holders thereof have no rights of rescission with respect thereto, and are not subject to personal liability by reason of being such holders; and none of such securities were issued in violation of the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company. The authorized shares of Common Stock conform in all material respects to all statements relating thereto contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The offers and sales of the outstanding shares of Common Stock were at all relevant times either registered under the Securities Act and the applicable state securities or "blue sky" laws or, based in part on the representations and warranties of the purchasers of such shares, exempt from such registration requirements. The description of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, accurately and fairly present, in all material respects, the information required to be shown with respect to such plans, arrangements, options and rights.

2.10.2. Securities Sold Pursuant to this Agreement. The Public Securities have been duly authorized for issuance and sale and, when issued and paid for, will be validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company; the holders thereof are not and will not be subject to personal liability by reason of being such holders; the Public Securities are not and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company; the Company has reserved from its duly authorized capital stock the number of shares of Common Stock issuable pursuant to this Agreement; and all corporate action required to be taken for the authorization, issuance and sale of the Public Securities has been duly and validly taken. No further approval or authorization of any stockholder, the Company's board of directors (the "**Board**") or others is required for the issuance and sale of the Public Securities. The Public Securities conform in all material respects to all statements with respect thereto contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The shares of Common Stock issuable upon exercise of the Warrants have been duly authorized and reserved for issuance by all necessary corporate action on the part of the Company and when paid for and issued in accordance with the Warrants and the Warrant Agreement, such shares of Common Stock will be validly issued, fully paid and non-assessable; the holders thereof are not and will not be subject to personal liability by reason of being such holders; and such shares of Common Stock are not and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company.

2.11 Registration Rights of Third Parties. Except as set forth in Schedule 2.11, no holders of any securities of the Company or any rights exercisable for or convertible or exchangeable into securities of the Company have the right to require the Company to register any such securities of the Company under the Securities Act or to include any such securities in a registration statement to be filed by the Company (such rights "**Third Party Registration Rights**"). Holders who hold such Third Party Registration Rights have not exercised such rights in connection with this Offering.

2.12 Validity and Binding Effect of Agreements. This Agreement, the Warrant Agreement and the Warrants have been duly and validly authorized by the Company, and, when executed and delivered, will constitute, the valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

2.13 No Conflicts, etc. The execution, delivery and performance by the Company of this Agreement, the Warrant Agreement and all ancillary documents, the consummation by the Company of the transactions herein and therein contemplated and the compliance by the Company with the terms hereof and thereof do not and will not, with or without the giving of notice or the lapse of time or both: (i) result in a material breach of, or conflict with any of the terms and provisions of, or constitute a material default under, or result in the creation, modification, termination or imposition of any lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction (a "**Lien**") upon any property or assets of the Company, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding pursuant to the terms of any agreement or instrument to which the Company is a party; (ii) result in any violation of the provisions of the Company's certificate or articles of incorporation (as the same may be amended or restated from time to time, "**Charter**"), the by-laws of the Company, or other organizational or charter documents; or (iii) conflict with or violate any existing applicable law, rule, regulation, judgment, injunction, order, decree or other restriction of any Governmental Entity as of the date hereof.

2.14 No Defaults; Violations. No material default exists in the due performance and observance of any term, covenant or condition of any material license, contract, indenture, mortgage, deed of trust, note, loan or credit agreement, or any other agreement or instrument evidencing an obligation for borrowed money, or any other material agreement or instrument to which the Company is a party or by which the Company may be bound or to which any of the properties or assets of the Company is subject. The Company is not in violation of any term or provision of its Charter, or by-laws or other organizational or charter documents, or is in violation of any franchise, license, permit, applicable law, rule, regulation, judgment or decree of any Governmental Entity.

2.15 Corporate Power; Licenses; Consents.

2.15.1. Conduct of Business. Except as set forth on Schedule 2.15.1, the Company has all requisite corporate power and authority, and has all necessary authorizations, approvals, orders, licenses, certificates and permits of and from all governmental regulatory officials and bodies that it needs as of the date hereof to conduct its business purpose as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

2.15.2. Transactions Contemplated Herein. The Company has all requisite corporate power and authority to enter into this Agreement and to carry out the provisions and conditions hereof. All consents, authorizations, approvals and orders required in connection therewith have been obtained and no further action is required by the Company, the Board or the Company's stockholders in connection herewith or therewith. No consent, waiver, notice, authorization or order of, and no filing with, any court, government agency or other body or other entity of any kind is required for the valid issuance, sale and delivery of the Public Securities and the consummation of the transactions and agreements contemplated by this Agreement and the Warrant Agreement and as contemplated by the Registration Statement, the Pricing Disclosure Package and the Prospectus, except with respect to applicable federal and state securities laws and the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("**FINRA**").

2.16 D&O Questionnaires. To the Company's knowledge, all information contained in the questionnaires (the " **Questionnaires**") completed by each of the Company's directors and officers immediately prior to the Offering (the "**Insiders**") as supplemented by all information concerning the Company's directors, officers and principal shareholders as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as well as in the Lock-Up Agreement (as defined in Section 2.25 below), provided to the Underwriters, is true and correct in all material respects and the Company has not become aware of any information which would cause the information disclosed in the Questionnaires to become materially inaccurate and incorrect.

2.17 Litigation; Governmental Proceedings. There is no action, suit, proceeding, inquiry, notice of violation, arbitration, investigation, litigation or governmental proceeding pending or, to the Company's knowledge, threatened against, or involving the Company, or any of its properties, or, to the Company's knowledge, any executive officer or director before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement, the Warrant Agreement or the Public Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any of its directors or officers, is or has been, during the past 10 years, the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Exchange Act or the Securities Act.

2.18 Good Standing. The Company has been duly organized and is validly existing as a corporation and is in good standing under the laws of the State of Nevada as of the date hereof, and is duly qualified to do business and is in good standing in each other jurisdiction in which its ownership or lease of property or the conduct of business requires such qualification, except where the failure to qualify, singularly or in the aggregate, would not have or reasonably be expected to result in a Material Adverse Change and no action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened (a "**Proceeding**"), has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification, except where such action, claim, suit, investigation or proceeding, singularly or in the aggregate, would not have or reasonably be expected to result in a Material Adverse Change.

2.19 Insurance. The Company carries or is entitled to the benefits of insurance, with reputable insurers, in such amounts and covering such risks which the Company believes are adequate, including, but not limited to, directors and officers insurance coverage at least equal to $7,500,000 and all such insurance is in full force and effect. The Company has no reason to believe that it will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change.

2.20 Transactions Affecting Disclosure to FINRA.

2.20.1. Finder's Fees. Except as set forth in Schedule 2.20.1, there are no claims, payments, arrangements, agreements or understandings relating to the payment of a finder's, consulting or origination fee or commission by the Company or any Insider with respect to the sale of the Public Securities hereunder or any other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its shareholders that may affect the Underwriters' compensation, as determined by FINRA.

2.20.2. Payments Within Twelve (12) Months. Except as set forth in Schedule 2.20.2, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) any FINRA member; or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member, within the twelve (12) months prior to the Effective Date, other than the payment to the Underwriters as provided hereunder in connection with the Offering.

2.20.3. Use of Proceeds. Except as set forth in Schedule 2.20.3, none of the net proceeds of the Offering will be paid by the Company to any participating FINRA member or its affiliates, except as specifically authorized herein.

2.20.4. FINRA Affiliation. Except as set forth on Schedule 2.20.4, there is no (i) officer or director of the Company, (ii) beneficial owner of 5% or more of any class of the Company's securities or (iii) beneficial owner of the Company's unregistered equity securities which were acquired during the 180-day period immediately preceding the filing of the Registration Statement, that is an affiliate or associated person of a FINRA member participating in the Offering (as determined in accordance with the rules and regulations of FINRA).

2.20.5. Information. All information provided by the Company in its FINRA questionnaire to Underwriter Counsel specifically for use by Underwriter Counsel in connection with its Public Offering System filings (and related disclosure) with FINRA is true, correct and complete in all material respects.

2.21 Foreign Corrupt Practices Act. None of the Company and its Subsidiaries or, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company and its Subsidiaries or any other person acting on behalf of the Company and its Subsidiaries, has, directly or indirectly, given or agreed to give any money, gift or similar benefit (other than legal price concessions to customers in the ordinary course of business) to any customer, supplier, employee or agent of a customer or supplier, or official or employee of any governmental agency or instrumentality of any government (domestic or foreign) or any political party or candidate for office (domestic or foreign) or other person who was, is, or may be in a position to help or hinder the business of the Company (or assist it in connection with any actual or proposed transaction) that (i) might subject the Company to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) if not given in the past, might have had a Material Adverse Change or (iii) if not continued in the future, might adversely affect the assets, business, operations or prospects of the Company. The Company has taken reasonable steps to ensure that its accounting controls and procedures are sufficient to cause the Company to comply in all material respects with the Foreign Corrupt Practices Act of 1977, as amended.

2.22 Compliance with OFAC. None of the Company and its Subsidiaries or, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company and its Subsidiaries or any other person acting on behalf of the Company and its Subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"), and the Company will not, directly or indirectly, use the proceeds of the Offering hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

2.23 Money Laundering Laws. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "**Money Laundering Laws**"); and no action, suit or proceeding by or before any Governmental Entity involving the Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

2.24 Officers' Certificate. Any certificate signed by any duly authorized officer of the Company and delivered to you or to Underwriter Counsel shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

2.25 Lock-Up Agreements. Schedule 3 hereto contains a complete and accurate list of the Company's officers, directors and each owner of at least 5% of the Company's outstanding shares of Common Stock or Common Stock Equivalents (collectively, the "**Lock-Up Parties**"). The Company has caused each of the Lock-Up Parties to deliver to the Underwriters an executed Lock-Up Agreement, in the form attached hereto as Exhibit A (the "**Lock-Up Agreement**"), prior to the execution of this Agreement.

2.26 Subsidiaries. All of the direct and indirect Subsidiaries of the Company are set forth in the Registration Statement. Except as set forth in Schedule 2.26, the Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Lien, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. All direct and indirect Subsidiaries of the Company are duly organized and in good standing under the laws of the place of organization or incorporation, and each Subsidiary is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of business requires such qualification, except where the failure to qualify would not have a Material Adverse Effect and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification. The following Subsidiaries are the only Subsidiaries with material assets or operations and the only Subsidiaries that are material to the operations and financial performance of the Company: (i) Blink Network, LLC, an Arizona limited liability company, (ii) Car Charging, Inc., a Delaware corporation, and (iii) CCGI Holdings, LLC, a Florida limited liability company.

2.27 Related Party Transactions. There are no business relationships or related party transactions involving the Company or any of its Subsidiaries or any other person required to be described in the Registration Statement, the Pricing Disclosure Package and the Prospectus that have not been described as required.

2.28 Board of Directors. The Board is comprised of the persons set forth under the heading of the Pricing Prospectus and the Prospectus captioned "Management." The qualifications of the persons serving as Board members and the overall composition of the Board comply with the Exchange Act, the Exchange Act Regulations, the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder (the "**Sarbanes-Oxley Act**") applicable to the Company and the listing rules of the Exchange. At least one member of the Audit Committee of the Board qualifies as an "audit committee financial expert," as such term is defined under Regulation S-K and the listing rules of the Exchange. In addition, at least a majority of the persons serving on the Board qualify as "independent," as defined under the listing rules of the Exchange.

2.29 Sarbanes-Oxley Compliance.

2.29.1. Disclosure Controls. Except as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company has developed and currently maintains disclosure controls and procedures that will comply with Rule 13a-15 or 15d-15 under the Exchange Act Regulations, and such controls and procedures are effective to ensure that all material information concerning the Company required to be disclosed by the Company in the reports it files or submits under the Exchange Act is on a timely basis made known to the individuals responsible for the preparation of the Company's Exchange Act filings and other public disclosure documents and recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms.

2.29.2. Compliance. The Company is, or at the Applicable Time and on the Closing Date will be, in material compliance with the provisions of the Sarbanes-Oxley Act applicable to it, and has implemented or will implement such programs and taken reasonable steps to ensure the Company's future compliance (not later than the relevant statutory and regulatory deadlines therefor) with all of the material provisions of the Sarbanes-Oxley Act.

2.30 Accounting Controls. The Company maintains systems of "internal control over financial reporting" (as defined under Rules 13a-15 and 15d-15 under the Exchange Act Regulations) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company is not aware of any material weaknesses in its internal controls. The Company's auditors and the Audit Committee of the Board have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are known to the Company's management and that have adversely affected or are reasonably likely to adversely affect the Company' ability to record, process, summarize and report financial information; and (ii) any fraud known to the Company's management, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company.

2.31 No Investment Company Status. The Company is not, and is not an Affiliate (as defined below) of, and, after giving effect to the Offering and the application of the proceeds thereof as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be, required to register as an "investment company," as defined in the Investment Company Act of 1940, as amended.

"**Affiliate**" means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person as such terms are used in and construed under Rule 405 under the Securities Act.

2.32 No Labor Disputes. No labor dispute with the employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is imminent. To the knowledge of the Company, no executive officer of the Company is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company to any liability with respect to any of the foregoing matters. The Company is in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.33 Intellectual Property Rights. The Company and each of its Subsidiaries owns or possesses or has valid rights to use all patents, patent applications, trademarks, service marks, trade dress, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights ("**Intellectual Property Rights**") necessary for the conduct of the business of the Company and its Subsidiaries as currently carried on and as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus. To the knowledge of the Company, no action or use by the Company or any of its Subsidiaries necessary for the conduct of its business as currently carried on and as described in the Registration Statement and the Prospectus will involve or give rise to any infringement of, or license or similar fees for, any Intellectual Property Rights of others. Neither the Company nor any of its Subsidiaries has received any notice alleging any such infringement, fee or conflict with asserted Intellectual Property Rights of others. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change (A) to the knowledge of the Company, there is no infringement, misappropriation or violation by third parties of any of the Intellectual Property Rights owned by the Company; (B) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the rights of the Company in or to any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim, that would, individually or in the aggregate, together with any other claims in this Section 2.33, reasonably be expected to result in a Material Adverse Change; (C) the Intellectual Property Rights owned by the Company and, to the knowledge of the Company, the Intellectual Property Rights licensed to the Company have not been adjudged by a court of competent jurisdiction invalid or unenforceable, in whole or in part, and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this Section 2.33, reasonably be expected to result in a Material Adverse Change; (D) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company infringes, misappropriates or otherwise violates any Intellectual Property Rights or other proprietary rights of others, the Company has not received any written notice of such claim and the Company is unaware of any other facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this Section 2.33, reasonably be expected to result in a Material Adverse Change; and (E) to the Company's knowledge, no employee of the Company is in or has ever been in violation in any material respect of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company, or actions undertaken by the employee while employed with the Company and could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change. To the Company's knowledge, all material technical information developed by and belonging to the Company which has not been patented has been kept confidential. The Company is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity that are required to be set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus and are not described therein. The Registration Statement, the Pricing Disclosure Package and the Prospectus contain in all material respects the same description of the matters set forth in the preceding sentence. None of the technology employed by the Company has been obtained or is being used by the Company in violation of any contractual obligation binding on the Company or, to the Company's knowledge, any of its officers, directors or employees, or otherwise in violation of the rights of any persons.

2.34 Taxes. Each of the Company and its Subsidiaries has filed all returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof. Except as set forth in Schedule 2.34, each of the Company and its Subsidiaries has paid all taxes (as hereinafter defined) shown as due on such returns that were filed and has paid all taxes imposed on or assessed against the Company or such Subsidiary. The provisions for taxes payable, if any, shown on the financial statements filed with or as part of the Registration Statement are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. Except as set forth in Schedule 2.34, (i) no issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company or its Subsidiaries, and (ii) no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company or its Subsidiaries. There are no tax liens against the assets, properties or business of the Company. The term "**taxes**" means all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto. The term "**returns**" means all returns, declarations, reports, statements and other documents required to be filed in respect to taxes.

2.35 ERISA Compliance. The Company and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "**ERISA**")) established or maintained by the Company or its "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA. "**ERISA Affiliate**" means, with respect to the Company, any member of any group of organizations described in Sections 414(b),(c),(m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "**Code**") of which the Company is a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates. No "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither the Company nor any of its ERISA Affiliates has incurred or reasonably expects to incur any material liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and, to the knowledge of the Company, nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

2.36 Compliance with Laws. The Company: (A) is and at all times has been in compliance with all statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product manufactured or distributed by the Company ("**Applicable Laws**"), except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change; (B) has not received any warning letter, untitled letter or other correspondence or notice from any other governmental authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws ("**Authorizations**"); (C) possesses all material Authorizations and such Authorizations are valid and in full force and effect and are not in material violation of any term of any such Authorizations; (D) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any governmental authority or third party alleging that any product operation or activity is in violation of any Applicable Laws or Authorizations and has no knowledge that any such governmental authority or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (E) has not received notice that any governmental authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations and has no knowledge that any such governmental authority is considering such action; (F) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); and (G) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, safety alert, post-sale warning, "dear doctor" letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged product defect or violation and, to the Company's knowledge, no third party has initiated, conducted or intends to initiate any such notice or action. The disclosures in the Registration Statement, the Pricing Disclosure Package and the Prospectus concerning the effects of Federal, State, local and all foreign regulation on the Company's business as currently contemplated are correct in all material respects.

2.37 Application of Takeover Protections. The Company and the Board have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's Charter (or similar charter documents) (excluding, for purposes of this representation, the "blank check" preferred stock that is authorized by the Company's Charter) or the laws of its state of incorporation that is or could become applicable as a result of the Underwriters and the Company fulfilling their obligations or exercising their rights under this Agreement or the Warrant Agreement.

2.38 [RESERVED]

2.39 Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, and as of the Option Closing Date, if any, after giving effect to the receipt by the Company of the proceeds from the sale of the Public Securities hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. The Registration Statement, Pricing Disclosure Package and the Prospectus sets forth as of the date hereof all outstanding secured and unsecured Indebtedness (as defined below) of the Company or for which the Company has commitments.

"**Indebtedness**" means (a) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (b) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (c) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP.

2.40 Real Property. Except as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company and each of its Subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real or personal property which are material to the business of the Company and its Subsidiaries taken as a whole, in each case free and clear of all liens, encumbrances, security interests, claims and defects that do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its Subsidiaries; and all of the leases and subleases material to the business of the Company and its Subsidiaries, considered as one enterprise, and under which the Company or any of its Subsidiaries holds properties described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, are in full force and effect, and neither the Company nor any Subsidiary has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

2.41 Contracts Affecting Capital. There are no transactions, arrangements or other relationships between and/or among the Company, any of its affiliates (as such term is defined in Rule 405 of the Securities Act Regulations) and any unconsolidated entity, including, but not limited to, any structured finance, special purpose or limited purpose entity that could reasonably be expected to materially affect the Company's or any of its Subsidiaries' liquidity or the availability of or requirements for their capital resources required to be described or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus which have not been described or incorporated by reference as required.

2.42 Loans to Directors or Officers. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company or any of its Subsidiaries to or for the benefit of any of the officers or directors of the Company, any of its Subsidiaries or any of their respective family members, except as set forth in Schedule 2.42.

2.43 Smaller Reporting Company. As of the time of filing of the Registration Statement, the Company was a "smaller reporting company," as defined in Rule 12b-2 of the Exchange Act Regulations.

2.44 Industry Data. The statistical and market-related data included in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus are based on or derived from sources that the Company reasonably and in good faith believes are reliable and accurate or represent the Company's good faith estimates that are made on the basis of data derived from such sources.

2.45 Reverse Stock Split. The Company has taken all necessary corporate action to effectuate a reverse stock split of its shares of Common Stock on the basis of one (1) such share for each fifty (50) issued and outstanding shares thereof (the "**Reverse Stock Split**"), which Reverse Stock Split became effective on August 29, 2017.

2.46 Electronic Road Show. The Company has made available a Bona Fide Electronic Road Show in compliance with Rule 433(d)(8)(ii) of the Securities Act Regulations such that no filing of any "road show" (as defined in Rule 433(h) of the Securities Act Regulations) is required in connection with the Offering.

2.47 Margin Securities. The Company owns no "margin securities" as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System (the "**Federal Reserve Board**"), and none of the proceeds of Offering will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the shares of Common Stock to be considered a "purpose credit" within the meanings of Regulation T, U or X of the Federal Reserve Board.

2.48 Environmental Laws. The Company and its Subsidiaries are in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to their businesses ("**Environmental Laws**"), except where the failure to comply would not, singularly or in the aggregate, result in a Material Adverse Change. There has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company or any of its Subsidiaries (or, to the Company's knowledge, any other entity for whose acts or omissions the Company or any of its Subsidiaries is or may otherwise be liable) upon any of the property now or previously owned or leased by the Company or any of its Subsidiaries, or upon any other property, in violation of any law, statute, ordinance, rule, regulation, order, judgment, decree or permit or which would, under any law, statute, ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability which would not have, singularly or in the aggregate with all such violations and liabilities, a Material Adverse Change; and there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company has knowledge, except for any such disposal, discharge, emission, or other release of any kind which would not have, singularly or in the aggregate with all such discharges and other releases, a Material Adverse Change. In the ordinary course of business, the Company and its Subsidiaries conduct periodic reviews of the effect of Environmental Laws on their business and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or governmental permits issued thereunder, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such reviews, the Company and its Subsidiaries have reasonably concluded that such associated costs and liabilities would not have, singularly or in the aggregate, a Material Adverse Change.

2.49 Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

2.50 Integration. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the Offering to be integrated with prior offerings by the Company for purposes of the Securities Act that would require the registration of any such securities under the Securities Act.

2.51 Confidentiality and Non-Competitions. To the Company's knowledge, no director, officer, key employee or consultant of the Company is subject to any confidentiality, non-disclosure, non-competition agreement or non-solicitation agreement with any employer or prior employer that could reasonably be expected to materially affect his ability to be and act in his respective capacity of the Company or be expected to result in a Material Adverse Change.

2.52 Minute Books. The minute books of the Company have been made available to the Underwriters and counsel for the Underwriters, and such books (i) contain a complete summary of all meetings and actions of the board of directors (including each board committee) and stockholders of the Company (or analogous governing bodies and interest holders, as applicable), and each of its Subsidiaries since the time of its respective incorporation or organization through the date of the latest meeting and action, and (ii) accurately in all material respects reflect all transactions referred to in such minutes. There are no material transactions, agreements, dispositions or other actions of the Company that are not properly approved and/or accurately and fairly recorded in the minute books of the Company, as applicable.

2.53 Stabilization. Neither the Company nor, to its knowledge, any of its employees, directors or stockholders (without the consent of the Representative) has taken, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result in, under Regulation M of the Exchange Act, or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Public Securities.

3. Covenants of the Company. The Company covenants and agrees as follows:

3.1 Amendments to Registration Statement. The Company shall deliver to the Representative, prior to filing, any amendment or supplement to the Registration Statement or Prospectus proposed to be filed after the Effective Date and not file any such amendment or supplement to which the Representative shall reasonably object in writing.

3.2 Federal Securities Laws.

3.2.1. Compliance. The Company, subject to Section 3.2.2, shall comply with the requirements of Rule 430A of the Securities Act Regulations, and will notify the Representative promptly, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed; (ii) of the receipt of any comments from the Commission; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information; (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of any Preliminary Prospectus or the Prospectus, or of the suspension of the qualification of the Public Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the Securities Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the Securities Act in connection with the Offering of the Public Securities. The Company shall effect all filings required under Rule 424(b) of the Securities Act Regulations, in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and shall take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company shall use its best efforts to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof at the earliest possible moment.

3.2.2. Continued Compliance. The Company shall comply with the Securities Act, the Securities Act Regulations, the Exchange Act and the Exchange Act Regulations so as to permit the completion of the distribution of the Public Securities as contemplated in this Agreement, the Warrant Agreement and in the Registration Statement, the Pricing Disclosure Package and the Prospectus. If at any time when a prospectus relating to the Public Securities is (or, but for the exception afforded by Rule 172 of the Securities Act Regulations ("**Rule 172**"), would be) required by the Securities Act to be delivered in connection with sales of the Public Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) amend or supplement the Pricing Disclosure Package or the Prospectus in order that the Pricing Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the Pricing Disclosure Package or the Prospectus, as the case may be, in order to comply with the requirements of the Securities Act or the Securities Act Regulations, the Company will promptly (A) give the Representative notice of such event; (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Pricing Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representative with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not file or use any such amendment or supplement to which the Representative or counsel for the Underwriters shall reasonably object. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. The Company has given the Representative notice of any filings made pursuant to the Exchange Act or the Exchange Act Regulations within 48 hours prior to the Applicable Time. The Company shall give the Representative notice of its intention to make any such filing from the Applicable Time until the later of the Closing Date and the exercise in full or expiration of the Over-allotment Option specified in Section 1.2 hereof and will furnish the Representative with copies of the related document(s) a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Representative or counsel for the Underwriters shall reasonably object.

3.2.3. Exchange Act Registration. For a period of three (3) years after the date of this Agreement, the Company shall use its best efforts to maintain the registration of the Public Securities under the Exchange Act. The Company shall not deregister any of the Public Securities under the Exchange Act without the prior written consent of the Representative.

3.2.4. Free Writing Prospectuses. The Company agrees that, unless it obtains the prior written consent of the Representative, it shall not make any offer relating to the Public Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus," or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the Representative shall be deemed to have consented to each Issuer General Use Free Writing Prospectus hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representative. The Company represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Underwriters as an "issuer free writing prospectus," as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule 433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Underwriters and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

3.3 Delivery to the Underwriters of Registration Statements. The Company has delivered or made available or shall deliver or make available to the Representative and Underwriter Counsel, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed therewith) and signed copies of all consents and certificates of experts, and will also deliver to the Underwriters, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

3.4 Delivery to the Underwriters of Prospectuses. The Company has delivered or made available or will deliver or make available to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the Securities Act. The Company will furnish to each Underwriter, without charge, during the period when a prospectus relating to the Public Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Securities Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. Neither the Company nor any of its directors and officers has distributed and none of them will distribute, prior to the Closing Date, any offering material in connection with the offering and sale of the Public Securities other than the Prospectus, the Registration Statement, and copies of the documents incorporated by reference therein.

3.5 Effectiveness and Events Requiring Notice to the Representative. The Company shall use its best efforts to cause the Registration Statement to remain effective with a current prospectus for at least nine (9) months after the Applicable Time and shall use its commercially reasonable efforts to cause the Registration Statement to remain effective until such time as all of the Warrants have been exercised or terminated, and shall notify the Representative immediately and confirm the notice in writing: (i) of the effectiveness of the Registration Statement and any amendment thereto; (ii) of the issuance by the Commission of any stop order or of the initiation, or the threatening, of any proceeding for that purpose; (iii) of the issuance by any state securities commission of any proceedings for the suspension of the qualification of the Public Securities for offering or sale in any jurisdiction or of the initiation, or the threatening, of any proceeding for that purpose; (iv) of the mailing and delivery to the Commission for filing of any amendment or supplement to the Registration Statement or Prospectus; (v) of the receipt of any comments or request for any additional information from the Commission; and (vi) of the happening of any event during the period described in this Section 3.5 that, in the judgment of the Company, makes any statement of a material fact made in the Registration Statement, the Pricing Disclosure Package or the Prospectus untrue or that requires the making of any changes in (a) the Registration Statement in order to make the statements therein not misleading, or (b) in the Pricing Disclosure Package or the Prospectus in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Commission or any state securities commission shall enter a stop order or suspend such qualification at any time, the Company shall make every reasonable effort to obtain promptly the lifting of such order.

3.6 Review of Financial Statements. For a period of five (5) years after the date of this Agreement, the Company, at its expense, shall cause its regularly engaged independent registered public accounting firm to review (but not audit) the Company's financial statements for each of the three fiscal quarters immediately preceding the announcement of any quarterly financial information.

3.7 Listing. The Company shall use its best efforts to maintain the listing of the Public Securities on the Exchange for at least three years from the date of this Agreement.

3.8 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the Public Securities.

3.9 Financial Public Relations Firm. Within sixty (60) days following the Closing Date, the Company shall retain a financial public relations firm that is reasonably acceptable to the Representative and the Company, which firm shall be experienced in assisting issuers in initial public offerings of securities and in their relations with their security holders, and shall retain such firm or another firm reasonably acceptable to the Representative for a period of not less than two (2) years after the Closing Date.

3.10 Research Independence. In addition, the Company acknowledges that each Underwriter's research analysts and research departments, if any, are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriter's research analysts may hold and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of its investment bankers. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against such Underwriter with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company by such Underwriter's investment banking divisions. The Company acknowledges that the Representative is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short position in debt or equity securities of the Company.

3.11 Reports to the Representative.

3.11.1. Periodic Reports, etc. For a period of three (3) years after the date of this Agreement, the Company shall furnish or make available to the Representative copies of such financial statements and other periodic and special reports as the Company from time to time furnishes generally to holders of any class of its securities and also promptly furnish to the Representative: (i) a copy of each periodic report the Company shall be required to file with the Commission under the Exchange Act and the Exchange Act Regulations; (ii) a copy of every press release and every news item and article with respect to the Company or its affairs which was released by the Company; (iii) a copy of each Form 8-K prepared and filed by the Company; (iv) five copies of each registration statement filed by the Company under the Securities Act; and (v) such additional documents and information with respect to the Company and the affairs of any future subsidiaries of the Company as the Representative may from time to time reasonably request; provided the Representative shall sign, if requested by the Company, a Regulation FD compliant confidentiality agreement which is reasonably acceptable to the Representative and Underwriter Counsel in connection with the Representative's receipt of such information. Documents filed with the Commission pursuant to its EDGAR system shall be deemed to have been delivered to the Representative pursuant to this Section 3.11.1.

3.11.2. Transfer Agent; Transfer Sheets. For a period of three (3) years after the date of this Agreement, the Company shall retain a transfer agent and registrar acceptable to the Representative (the "**Transfer Agent**") and shall furnish to the Representative at the Company's sole cost and expense such transfer sheets of the Company's securities as the Representative may reasonably request, including the daily and monthly consolidated transfer sheets of the Transfer Agent and DTC. Worldwide Stock Transfer, LLC is acceptable to the Representative to act as Transfer Agent for the shares of Common Stock.

3.11.3. Warrant Agent. For so long as the Warrants are outstanding, the Company shall retain a warrant agent for the Warrants reasonably acceptable to the Representative (the "**Warrant Agent**"). Worldwide Stock Transfer, LLC is acceptable to the Representative to act as Warrant Agent for the Warrants.

3.11.4. Trading Reports. During such time as the Public Securities are listed on the Exchange, the Company shall provide to the Representative, at the Company's expense, such reports published by Exchange relating to price trading of the Public Securities, as the Representative shall reasonably request.

3.12 Payment of Expenses

3.12.1. General Expenses Related to the Offering. The Company hereby agrees to pay on each of the Closing Date and the Option Closing Date, if any, to the extent not paid at the Closing Date, all expenses incident to the performance of the obligations of the Company under this Agreement, including, but not limited to: (a) all filing fees and communication expenses relating to the registration of the Public Securities with the Commission; (b) all Public Filing System filing fees associated with the review of the Offering by FINRA; (c) all fees and expenses relating to the listing of such Public Securities on the Exchange and such other stock exchanges as the Company and the Representative together determine; (d) all fees, expenses and disbursements relating to background checks of the Company's officers and directors in an amount not to exceed $15,000 in the aggregate; (e) all fees, expenses and disbursements relating to the registration or qualification of the Public Securities under the "blue sky" securities laws of such states and other jurisdictions as the Representative may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees and disbursements of "blue sky" counsel, it being agreed that if the Offering is commenced on either The Nasdaq Global Market, The Nasdaq Global Select Market or the New York Stock Exchange, the Company shall make a payment of $5,000 to such counsel at Closing, or if the Offering is commenced on the Exchange, NYSE American or on the Over-the-Counter Bulletin Board, the Company shall make a payment of $15,000 to such counsel upon the commencement of "blue sky" work by such counsel and an additional $5,000 at Closing); (f) all fees, expenses and disbursements relating to the registration, qualification or exemption of the Public Securities under the securities laws of such foreign jurisdictions as the Representative may reasonably designate; (g) the costs of all mailing and printing of the underwriting documents (including, without limitation, the Underwriting Agreement, any Blue Sky Surveys and, if appropriate, any Agreement Among Underwriters, Selected Dealers' Agreement, Underwriters' Questionnaire and Power of Attorney), Registration Statements, Prospectuses and all amendments, supplements and exhibits thereto and as many preliminary and final Prospectuses as the Representative may reasonably deem necessary; (h) the costs and expenses of a public relations firm; (i) the costs of preparing, printing and delivering certificates representing the Public Securities; (j) fees and expenses of the Transfer Agent and the Warrant Agent for the Public Securities; (k) stock transfer and/or stamp taxes, if any, payable upon the transfer of securities from the Company to the Underwriters; (l) the costs associated with post-Closing advertising the Offering in the national editions of the Wall Street Journal and New York Times; (m) the costs associated with one set of bound volumes of the public offering materials as well as commemorative mementos and lucite tombstones, each of which the Company or its designee shall provide within a reasonable time after the Closing Date in such quantities as the Representative may reasonably request; (n) the fees and expenses of the Company's accountants; (o) the fees and expenses of the Company's legal counsel and other agents and representatives; (p) fees and expenses of the Representative's legal counsel not to exceed $150,000; (q) the $29,500 cost associated with the Underwriter's use of Ipreo's book-building, prospectus tracking and compliance software for the Offering; and (r) up to $20,000 of the Underwriters' actual accountable "road show" expenses for the Offering; provided, however, that the accountable expenses to be reimbursed shall not exceed $217,500 in the aggregate. The Representative may deduct from the net proceeds of the Offering payable to the Company on the Closing Date, or the Option Closing Date, if any, the expenses set forth herein to be paid by the Company to the Underwriters.

3.12.2. Non-accountable Expenses. The Company further agrees that, in addition to the expenses payable pursuant to Section 3.12.1, on the Closing Date it shall pay to the Representative, by deduction from the net proceeds of the Offering contemplated herein, a non-accountable expense allowance equal to one percent (1%) of the gross proceeds received by the Company from the sale of the Firm Securities (excluding the Option Securities), less the Advance (as such term is defined in Section 8.3 hereof), provided, however, that in the event that the Offering is terminated, the Company agrees to reimburse the Underwriters pursuant to Section 8.3 hereof.

3.13 Application of Net Proceeds. The Company shall apply the net proceeds from the Offering received by it in a manner consistent with the application thereof described under the caption “Use of Proceeds” in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

3.14 Delivery of Earnings Statements to Security Holders. The Company shall make generally available to its security holders as soon as practicable, but not later than the first day of the fifteenth (15th) full calendar month following the date of this Agreement, an earnings statement (which need not be certified by an independent registered public accounting firm unless required by the Securities Act or the Securities Act Regulations, but which shall satisfy the provisions of Rule 158(a) under Section 11(a) of the Securities Act) covering a period of at least twelve (12) consecutive months beginning after the date of this Agreement.

3.15 Stabilization. Neither the Company nor, to its knowledge, any of its employees, directors or shareholders (without the consent of the Representative) has taken or shall take, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result in, under Regulation M of the Exchange Act, or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Public Securities.

3.16 Internal Controls. The Company shall maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary in order to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

3.17 Accountants. As of the date of this Agreement, the Company shall retain an independent registered public accounting firm reasonably acceptable to the Representative, and the Company shall continue to retain a nationally recognized independent registered public accounting firm for a period of at least three (3) years after the date of this Agreement. The Representative acknowledges that the Auditor is acceptable to the Representative.

3.18 FINRA. The Company shall advise the Representative (who shall make an appropriate filing with FINRA) if it is or becomes aware that (i) any officer or director of the Company, (ii) any beneficial owner of 5% or more of any class of the Company’s securities or (iii) any beneficial owner of the Company’s unregistered equity securities which were acquired during the 180 days immediately preceding the filing of the Registration Statement is or becomes an affiliate or associated person of a FINRA member participating in the Offering (as determined in accordance with the rules and regulations of FINRA).

3.19 Board Composition and Board Designations. The Company shall ensure that: (i) the qualifications of the persons serving as Board members and the overall composition of the Board comply with the Sarbanes-Oxley Act and the rules promulgated thereunder and with the listing requirements of the Exchange and (ii) if applicable, at least one member of the Board qualifies as a “financial expert” as such term is defined under the Sarbanes-Oxley Act and the rules promulgated thereunder.

3.20 Securities Laws Disclosure; Publicity. At the request of the Representative, by 9:00 a.m. (New York City time) on the date following the date hereof, the Company shall issue a press release disclosing the material terms of the Offering. The Company and the Representative shall consult with each other in issuing any other press releases with respect to the Offering, and neither the Company nor the Representative shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Representative, or without the prior consent of the Representative, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. The Company will not issue press releases or make announcements, without the Representative’s prior written consent, for a period ending at 5:00 p.m. (New York City time) on the first business day following the 45th day following the Closing Date, other than normal and customary releases issued or announcements made in the ordinary course of the Company’s business.

3.21 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Underwriter of Public Securities is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Underwriter of Public Securities could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving the Public Securities.

3.22 No Fiduciary Duties. The Company acknowledges and agrees that the Underwriters' responsibility to the Company is solely contractual in nature and that none of the Underwriters or their affiliates or any selling agent shall be deemed to be acting in a fiduciary capacity, or otherwise owes any fiduciary duty to the Company or any of its affiliates in connection with the Offering and the other transactions contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, the Company acknowledges that the Underwriters may have financial interests in the success of the Offering that are not limited to the difference between the price to the public and the purchase price paid to the Company by the Underwriters for the shares and the Underwriters have no obligation to disclose, or account to the Company for, any of such additional financial interests. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriters with respect to any breach or alleged breach of fiduciary duty.

3.23 Company Lock-Up Agreements.

3.23.1. Restriction on Sales of Capital Stock. The Company, on behalf of itself and any successor entity, agrees that, without the prior written consent of the Representative, it will not, for a period of 180 days after the date of this Agreement, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (ii) file or cause to be filed any registration statement with the Commission relating to the offering of any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (iii) complete any offering of debt securities of the Company, other than entering into a line of credit with a traditional bank or (iv) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of capital stock of the Company, whether any such transaction described in clause (i), (ii), (iii) or (iv) above is to be settled by delivery of shares of capital stock of the Company or such other securities, in cash or otherwise.

3.23.2. Restriction on Continuous Offerings. Notwithstanding the restrictions contained in Section 3.23.1, the Company, on behalf of itself and any successor entity, agrees that, without the prior written consent of the Representative, it will not, for a period of 12 months after the date of this Agreement, directly or indirectly in any "at-the-market" or continuous equity transaction, offer to sell, sell, contract to sell, grant any option to sell or otherwise dispose of shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company.

3.24 Release of D&O Lock-up Period. If the Representative, in its sole discretion, agrees to release or waive the restrictions set forth in the Lock-Up Agreements described in Section 2.25 hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver at least three (3) Business Days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Exhibit B hereto through a major news service at least two (2) Business Days before the effective date of the release or waiver.

3.25 Subsequent Equity Sales. From the date hereof until the two (2) year anniversary of the Closing Date, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction. "**Variable Rate Transaction** " means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price. Any Underwriter shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

3.26 Capital Changes. Until the one (1) year anniversary of the Closing Date, the Company shall not undertake a reverse or forward stock split or reclassification of the Common Stock without the prior written consent of the Representative.

3.27 Blue Sky Qualifications. The Company shall use its best efforts, in cooperation with the Underwriters, if necessary, to qualify the Public Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representative may designate and to maintain such qualifications in effect so long as required to complete the distribution of the Public Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

3.28 Reporting Requirements. The Company, during the period when a prospectus relating to the Public Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Securities Act, will file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act and Exchange Act Regulations. Additionally, the Company shall report the use of proceeds from the issuance of the Public Securities as may be required under Rule 463 under the Securities Act Regulations.

3.29 Press Releases. Prior to the Closing Date and any Option Closing Date, the Company shall not issue any press release or other communication directly or indirectly or hold any press conference with respect to the Company, its condition, financial or otherwise, or earnings, business affairs or business prospects (except for routine oral marketing communications in the ordinary course of business and consistent with the past practices of the Company and of which the Representative is notified), without the prior written consent of the Representative, which consent shall not be unreasonably withheld, unless in the judgment of the Company and its counsel, and after notification to the Representative, such press release or communication is required by law.

3.30 Sarbanes-Oxley. The Company shall at all times comply with all applicable provisions of the Sarbanes-Oxley Act in effect from time to time.

3.31 IRS Forms. The Company shall deliver to each Underwriter (or its agent), prior to or at the Closing Date, a properly completed and executed Internal Revenue Service ("**IRS**") Form W-9 or an IRS Form W-8, as appropriate, together with all required attachments to such form.

4. Conditions of Underwriters' Obligations. The obligations of the Underwriters to purchase and pay for the Public Securities, as provided herein, shall be subject to (i) the continuing accuracy of the representations and warranties of the Company as of the date hereof and as of each of the Closing Date and the Option Closing Date, if any; (ii) the accuracy of the statements of officers of the Company made pursuant to the provisions hereof; (iii) the performance by the Company of its obligations hereunder; and (iv) the following conditions:

4.1 Regulatory Matters.

4.1.1. Effectiveness of Registration Statement; Rule 430A Information. The Registration Statement has become effective not later than 5:00 p.m., Eastern time, on the date of this Agreement or such later date and time as shall be consented to in writing by you, and, at each of the Closing Date and any Option Closing Date, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the Securities Act, no order preventing or suspending the use of any Preliminary Prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated by the Commission. The Company has complied with each request (if any) from the Commission for additional information. The Prospectus containing the Rule 430A Information shall have been filed with the Commission in the manner and within the time frame required by Rule 424(b) (without reliance on Rule 424(b)(8)) or a post-effective amendment providing such information shall have been filed with, and declared effective by, the Commission in accordance with the requirements of Rule 430A.

4.1.2. FINRA Clearance. On or before the date of this Agreement, the Representative shall have received clearance from FINRA as to the amount of compensation allowable or payable to the Underwriters as described in the Registration Statement.

4.1.3. Exchange Stock Market Clearance. On the Closing Date, the Firm Securities shall have been approved for listing on the Exchange, subject only to official notice of issuance. On the first Option Closing Date (if any), the Option Securities shall have been approved for listing on the Exchange, subject only to official notice of issuance, if needed.

4.2 Company Counsel Matters.

4.2.1. Closing Date Opinion of Counsel. On the Closing Date, the Representative shall have received the favorable opinion of Lucosky Brookman LLP, counsel to the Company, and Dickinson Wright PLLC, Nevada counsel to the Company, dated the Closing Date and addressed to the Representative, in reasonable and customary form satisfactory to the Representative and Underwriter Counsel.

4.2.2. Opinion of Special Intellectual Property Counsel for the Company. On the Closing Date, the Representative shall have received the opinion of Mark Terry, P.A., special intellectual property counsel for the Company, dated the Closing Date, addressed to the Representative, in reasonable and customary form satisfactory to the Representative and Underwriter Counsel.

4.2.3. Option Closing Date Opinions of Counsel. On the Option Closing Date, if any, the Representative shall have received the favorable opinions of each counsel listed in Sections 4.2.1 and 4.2.2, dated the Option Closing Date, addressed to the Representative and in form and substance reasonably satisfactory to the Representative, confirming as of the Option Closing Date, the statements made by such counsels in their respective opinions delivered on the Closing Date.

4.2.4. Reliance. In rendering such opinions, such counsel may rely: (i) as to matters involving the application of laws other than the laws of the United States and jurisdictions in which they are admitted, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an opinion or opinions (in form and substance reasonably satisfactory to the Representative) of other counsel reasonably acceptable to the Representative, familiar with the applicable laws; and (ii) as to matters of fact, to the extent they deem proper, on certificates or other written statements of officers of the Company and officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company, provided that copies of any such statements or certificates shall be delivered to Underwriter Counsel if requested.

4.3 Comfort Letters.

4.3.1. Cold Comfort Letter. At the time this Agreement is executed the Representative shall have received a cold comfort letter containing statements and information of the type customarily included in accountants' comfort letters with respect to the financial statements and certain financial information contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus, addressed to the Underwriters and in form and substance satisfactory in all respects to the Representative and to the Auditor, dated as of the date of this Agreement.

4.3.2. Bring-down Comfort Letter. At each of the Closing Date and the Option Closing Date, if any, the Representative shall have received from the Auditor a letter, dated as of the Closing Date or the Option Closing Date, as applicable, addressed to the Underwriters, to the effect that the Auditor reaffirms the statements made in the letter furnished pursuant to Section 4.3.1, except that the specified date referred to shall be a date not more than three (3) business days prior to the Closing Date or the Option Closing Date, as applicable.

4.4 Officers' Certificates.

4.4.1. Officers' Certificate. The Company shall have furnished to the Representative a certificate, dated the Closing Date and any Option Closing Date (if such date is other than the Closing Date), of its Chief Executive Officer, its President and its Chief Financial Officer stating that (i) such officers have carefully examined the Registration Statement, the Pricing Disclosure Package, any Issuer Free Writing Prospectus and the Prospectus and, in their opinion, the Registration Statement and each amendment thereto, as of the Applicable Time and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date) did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Pricing Disclosure Package, as of the Applicable Time and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), any Issuer Free Writing Prospectus as of its date and as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), the Prospectus and each amendment or supplement thereto, as of the respective date thereof and as of the Closing Date, did not include any untrue statement of a material fact and did not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, (ii) since the effective date of the Registration Statement, no event has occurred which should have been set forth in a supplement or amendment to the Registration Statement, the Pricing Disclosure Package or the Prospectus, (iii) as of the Closing Date (or any Option Closing Date if such date is other than the Closing Date), the representations and warranties of the Company in this Agreement are true and correct and the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date (or any Option Closing Date if such date is other than the Closing Date), and (iv) other than as set forth in the Registration Statement, the Pricing Disclosure Package or the Preliminary Prospectus, there has not been, subsequent to the date of the most recent audited financial statements included or incorporated by reference in the Pricing Disclosure Package, any material adverse change in the financial position or results of operations of the Company, or any change or development that, singularly or in the aggregate, would involve a material adverse change or a prospective material adverse change, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company.

4.4.2. Secretary's Certificate. At each of the Closing Date and the Option Closing Date, if any, the Representative shall have received a certificate of the Company signed by the Secretary of the Company, dated the Closing Date or the Option Date, as the case may be, respectively, certifying: (i) that each of the Charter and Bylaws is true and complete, has not been modified and is in full force and effect; (ii) the good standing and foreign qualification of the Company, (iii) that the resolutions of the Board relating to the Offering are in full force and effect and have not been modified; (iv) as to the accuracy and completeness of all correspondence between the Company or its counsel and the Commission; and (v) as to the incumbency of the officers of the Company. The documents referred to in such certificate shall be attached to such certificate.

4.5 No Material Changes. Prior to and on each of the Closing Date and each Option Closing Date, if any: (i) there shall have been no material adverse change or development involving a prospective material adverse change in the condition or prospects or the business activities, financial or otherwise, of the Company from the latest dates as of which such condition is set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus; (ii) no action, suit or proceeding, at law or in equity, shall have been pending or threatened against the Company or any Insider before or by any court or federal or state commission, board or other administrative agency wherein an unfavorable decision, ruling or finding may materially adversely affect the business, operations, prospects or financial condition or income of the Company, except as set forth in Schedule 4.5; (iii) no stop order shall have been issued under the Securities Act and no proceedings therefor shall have been initiated or threatened by the Commission; and (iv) the Registration Statement, the Pricing Disclosure Package and the Prospectus and any amendments or supplements thereto shall contain all material statements which are required to be stated therein in accordance with the Securities Act and the Securities Act Regulations and shall conform in all material respects to the requirements of the Securities Act and the Securities Act Regulations, and neither the Registration Statement, the Pricing Disclosure Package nor the Prospectus nor any amendment or supplement thereto shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.6 No Material Misstatement or Omission. The Underwriters shall not have discovered and disclosed to the Company on or prior to the Closing Date and any Option Closing Date that the Registration Statement or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of counsel for the Underwriters, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading, or that the Registration Statement, the Pricing Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus or any amendment or supplement thereto contains an untrue statement of fact which, in the opinion of such counsel, is material or omits to state any fact which, in the opinion of such counsel, is material and is necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading.

4.7 Corporate Proceedings. All corporate proceedings and other legal matters incident to the authorization, form and validity of each of this Agreement, the Warrant Agreement, the Public Securities, the Registration Statement, the Pricing Disclosure Package, each Issuer Free Writing Prospectus, if any, and the Prospectus and all other legal matters relating to this Agreement, the Warrant Agreement and the transactions contemplated hereby and thereby shall be reasonably satisfactory in all material respects to Underwriters Counsel, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

4.8 Delivery of Agreements.

4.8.1. Lock-Up Agreements. On or before the date of this Agreement, the Company shall have delivered to the Representative executed copies of the Lock-Up Agreements from each of the persons listed in Schedule 3 hereto.

4.8.2. Warrant Agreement. On the Closing Date, the Company shall have delivered to the Representative a fully executed copy of the Warrant Agreement and the Warrant Agreement shall be in full force and effect.

4.9 Insurance. On the Closing Date, the Company shall have delivered to the Representative evidence of directors and officers insurance coverage at least equal to $7,500,000 in full force and effect.

4.10 Additional Documents. At the Closing Date and at each Option Closing Date (if any) Underwriter Counsel shall have been furnished with such documents and opinions as they may require for the purpose of enabling Underwriter Counsel to deliver an opinion to the Underwriters, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Public Securities as herein contemplated shall be satisfactory in form and substance to the Representative and Underwriter Counsel.

5. Indemnification.

5.1 Indemnification of the Underwriters.

5.1.1. General. Subject to the conditions set forth below, the Company agrees to indemnify and hold harmless each Underwriter, its affiliates and each of its and their respective directors, officers, members, employees, representatives, partners, shareholders, affiliates, counsel, and agents and each person, if any, who controls any such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively the "**Underwriter Indemnified Parties**," and each an "**Underwriter Indemnified Party**"), against any and all loss, liability, claim, damage and expense whatsoever (including but not limited to any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, whether arising out of any action between any of the Underwriter Indemnified Parties and the Company or between any of the Underwriter Indemnified Parties and any third party, or otherwise) to which they or any of them may become subject under the Securities Act, the Exchange Act or any other statute or at common law or otherwise or under the laws of foreign countries (a "**Claim**"), (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in (A) the Registration Statement, the Pricing Disclosure Package, any Preliminary Prospectus, the Prospectus, or in any Issuer Free Writing Prospectus (as from time to time each may be amended and supplemented); (B) any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the Offering, including any "road show" or investor presentations made to investors by the Company (whether in person or electronically); or (C) any application or other document or written communication (in this Section 5, collectively called "application") executed by the Company or based upon written information furnished by the Company in any jurisdiction in order to qualify the Public Securities under the securities laws thereof or filed with the Commission, any state securities commission or agency, the Exchange or any other national securities exchange; or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless such statement or omission was made in reliance upon, and in conformity with, the Underwriters' Information or (ii) otherwise arising in connection with or allegedly in connection with the Offering (including, without limitation, the Company's e-mail with subject line "Participate in Blink's Public Offering" that was sent to the Company's customers and members of the Blink Network on or about January 12, 2018). The Company also agrees that it will reimburse each Underwriter Indemnified Party for all fees and expenses (including but not limited to any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, whether arising out of any action between any of the Underwriter Indemnified Parties and the Company or between any of the Underwriter Indemnified Parties and any third party, or otherwise) (collectively, the "Expenses"), and further agrees wherever and whenever possible to advance payment of Expenses as they are incurred by an Underwriter Indemnified Party in investigating, preparing, pursuing or defending any Claim.

5.1.2. Procedure. If any action is brought against an Underwriter Indemnified Party in respect of which indemnity may be sought against the Company pursuant to Section 5.1.1, such Underwriter Indemnified Party shall promptly notify the Company in writing of the institution of such action and the Company shall assume the defense of such action, including the employment and fees of counsel (subject to the approval of such Underwriter Indemnified Party) and payment of actual expenses if an Underwriter Indemnified Party requests that the Company do so. Failure to so notify the Company shall not relieve the Company from any obligation it may have hereunder, except and only to the extent such failure results in the forfeiture by the Company of substantial rights and defenses. Such Underwriter Indemnified Party shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Company, and shall be advanced by the Company. The Company shall not be liable for any settlement of any action effected without its consent (which shall not be unreasonably withheld). In addition, the Company shall not, without the prior written consent of the Underwriters, settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action in respect of which advancement, reimbursement, indemnification or contribution may be sought hereunder (whether or not such Underwriter Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Underwriter Indemnified Party, acceptable to such Underwriter Indemnified Party, from all liabilities, expenses and claims arising out of such action for which indemnification or contribution may be sought and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Underwriter Indemnified Party.

5.2 Indemnification of the Company. Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and persons who control the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim, damage and expense described in the foregoing indemnity from the Company to the several Underwriters, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions made in the Registration Statement, any Preliminary Prospectus, the Pricing Disclosure Package or Prospectus or any amendment or supplement thereto or in any application, in reliance upon, and in strict conformity with, the Underwriters' Information. In case any action shall be brought against the Company or any other person so indemnified based on any Preliminary Prospectus, the Registration Statement, the Pricing Disclosure Package or Prospectus or any amendment or supplement thereto or any application, and in respect of which indemnity may be sought against any Underwriter, such Underwriter shall have the rights and duties given to the Company, and the Company and each other person so indemnified shall have the rights and duties given to the several Underwriters by the provisions of Section 5.1.2. The Company agrees promptly to notify the Representative of the commencement of any litigation or proceedings against the Company or any of its officers, directors or any person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, in connection with the issuance and sale of the Public Securities or in connection with the Registration Statement, the Pricing Disclosure Package, the Prospectus, or any Issuer Free Writing Prospectus.

5.3 Contribution.

5.3.1. Contribution Rights. If the indemnification provided for in this Section 5 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 5.1 or 5.2 in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other, from the Offering of the Public Securities, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Underwriters, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other, with respect to such Offering shall be deemed to be in the same proportion as the total net proceeds from the Offering of the Public Securities purchased under this Agreement (before deducting expenses) received by the Company, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriters with respect to the shares of the Common Stock purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 5.3.1 were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 5.3.1 shall be deemed to include, for purposes of this Section 5.3.1, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5.3.1 in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the Offering of the Public Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5.3.2. Contribution Procedure. Within fifteen (15) days after receipt by any party to this Agreement (or its representative) of notice of the commencement of any action, suit or proceeding, such party will, if a claim for contribution in respect thereof is to be made against another party ("**contributing party**"), notify the contributing party of the commencement thereof, but the failure to so notify the contributing party will not relieve it from any liability which it may have to any other party other than for contribution hereunder. In case any such action, suit or proceeding is brought against any party, and such party notifies a contributing party or its representative of the commencement thereof within the aforesaid 15 days, the contributing party will be entitled to participate therein with the notifying party and any other contributing party similarly notified. Any such contributing party shall not be liable to any party seeking contribution on account of any settlement of any claim, action or proceeding affected by such party seeking contribution on account of any settlement of any claim, action or proceeding affected by such party seeking contribution without the written consent of such contributing party. The contribution provisions contained in this Section 5.3.2 are intended to supersede, to the extent permitted by law, any right to contribution under the Securities Act, the Exchange Act or otherwise available. Each Underwriter's obligations to contribute pursuant to this Section 5.3 are several and not joint.

6. Default by an Underwriter.

6.1 Default Not Exceeding 10% of Firm Securities or Option Securities. If any Underwriter or Underwriters shall default in its or their obligations to purchase the Firm Securities or the Option Securities, if the Over-allotment Option is exercised hereunder, and if the number of the Firm Securities or Option Securities with respect to which such default relates does not exceed in the aggregate 10% of the number of Firm Securities or Option Securities that all Underwriters have agreed to purchase hereunder, then such Firm Securities or Option Securities to which the default relates shall be purchased by the non-defaulting Underwriters in proportion to their respective commitments hereunder.

6.2 Default Exceeding 10% of Firm Securities or Option Securities. In the event that the default addressed in Section 6.1 relates to more than 10% of the Firm Securities or Option Securities, the Representative may in its discretion arrange for itself or for another party or parties to purchase such Firm Securities or Option Securities to which such default relates on the terms contained herein. If, within one (1) Business Day after such default relating to more than 10% of the Firm Securities or Option Securities, the Representative does not arrange for the purchase of such Firm Securities or Option Securities, then the Company shall be entitled to a further period of one (1) Business Day within which to procure another party or parties satisfactory to the Representative to purchase said Firm Securities or Option Securities on such terms. In the event that neither the Representative nor the Company arrange for the purchase of the Firm Securities or Option Securities to which a default relates as provided in this Section 6, this Agreement will automatically be terminated by the Representative or the Company without liability on the part of the Company (except as provided in Sections 3.12 and 5 hereof) or the several Underwriters (except as provided in Section 5 hereof); provided, however, that if such default occurs with respect to the Option Securities, this Agreement will not terminate as to the Firm Securities; and provided, further, that nothing herein shall relieve a defaulting Underwriter of its liability, if any, to the other Underwriters and to the Company for damages occasioned by its default hereunder.

6.3 Postponement of Closing Date. In the event that the Firm Securities or Option Securities to which the default relates are to be purchased by the non-defaulting Underwriters, or are to be purchased by another party or parties as aforesaid, the Representative or the Company shall have the right to postpone the Closing Date or Option Closing Date for a reasonable period, but not in any event exceeding five (5) Business Days, in order to effect whatever changes may thereby be made necessary in the Registration Statement, the Pricing Disclosure Package or the Prospectus or in any other documents and arrangements, and the Company agrees to file promptly any amendment to the Registration Statement, the Pricing Disclosure Package or the Prospectus that in the opinion of Underwriter Counsel may thereby be made necessary. The term "**Underwriter**" as used in this Agreement shall include any party substituted under this Section 6 with like effect as if it had originally been a party to this Agreement with respect to such Public Securities.

7. Additional Covenants.

7.1 Right of First Refusal. Provided that the Firm Securities are sold in accordance with the terms of this Agreement, the Representative shall have an irrevocable right of first refusal (the "**Right of First Refusal**"), for a period of twelve (12) months from the commencement of sales of the offering, to act as sole and exclusive investment banker, sole and exclusive book-runner, sole and exclusive financial advisor, sole and exclusive underwriter and/or sole and exclusive placement agent, at the Representative's sole and exclusive discretion, for each and every future public and private equity and debt offering, including all equity linked financings (each, a "**Subject Transaction**"), during such twelve (12) month period, of the Company, or any successor to or subsidiary of the Company, on terms and conditions customary to the Representative for such Subject Transactions. For the avoidance of any doubt, the Company shall not retain, engage or solicit any additional investment banker, book-runner, financial advisor, underwriter and/or placement agent in a Subject Transaction without the express written consent of the Representative. The Representative shall have the sole right to determine whether or not any other broker dealer shall have the right to participate in a Subject Transaction and the economic terms of any such participation.

The Company shall notify the Representative of its intention to pursue a Subject Transaction, including the material terms thereof, by providing written notice thereof by registered mail or overnight courier service addressed to the Representative. If the Representative fails to exercise its Right of First Refusal with respect to any Subject Transaction within ten (10) Business Days after the mailing of such written notice, then the Representative shall have no further claim or right with respect to the Subject Transaction. The Representative may elect, in its sole and absolute discretion, not to exercise its Right of First Refusal with respect to any Subject Transaction; provided that any such election by the Representative shall not adversely affect the Representative's Right of First Refusal with respect to any other Subject Transaction during the twelve (12) month period agreed to above.

8. Effective Date of this Agreement and Termination Thereof.

8.1 Effective Date. This Agreement shall become effective when both the Company and the Representative have executed the same and delivered counterparts of such signatures to the other party.

8.2 Termination. The Representative shall have the right to terminate this Agreement at any time prior to any Closing Date, (i) if any domestic or international event or act or occurrence has materially disrupted, or in your opinion will in the immediate future materially disrupt, general securities markets in the United States; or (ii) if trading on the New York Stock Exchange or the Nasdaq Stock Market LLC shall have been suspended or materially limited, or minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required by FINRA or by order of the Commission or any other government authority having jurisdiction; or (iii) if the United States shall have become involved in a new war or an increase in major hostilities; or (iv) if a banking moratorium has been declared by a New York State or federal authority; or (v) if a moratorium on foreign exchange trading has been declared which materially adversely impacts the United States securities markets; or (vi) if the Company shall have sustained a material loss by fire, flood, accident, hurricane, earthquake, theft, sabotage or other calamity or malicious act which, whether or not such loss shall have been insured, will, in your opinion, make it inadvisable to proceed with the delivery of the Firm Securities or Option Securities; or (vii) if the Company is in material breach of any of its representations, warranties or covenants hereunder; or (viii) if the Representative shall have become aware after the date hereof of such a material adverse change in the conditions or prospects of the Company, or such adverse material change in general market conditions as in the Representative's judgment would make it impracticable to proceed with the offering, sale and/or delivery of the Public Securities or to enforce contracts made by the Underwriters for the sale of the Public Securities.

8.3 Expenses. Notwithstanding anything to the contrary in this Agreement, except in the case of a default by the Underwriters, pursuant to Section 6.2 above, in the event that this Agreement shall not be carried out for any reason whatsoever, within the time specified herein or any extensions thereof pursuant to the terms herein, the Company shall be obligated to pay to the Underwriters their actual and accountable out-of-pocket expenses related to the transactions contemplated herein then due and payable (including the fees and disbursements of Underwriter Counsel) up to $100,000, inclusive of the $25,000 advance for accountable expenses previously paid by the Company to the Representative (the "**Advance**") and upon demand the Company shall pay the full amount thereof to the Representative on behalf of the Underwriters; provided, however, that such expense cap in no way limits or impairs the indemnification and contribution provisions of this Agreement. Notwithstanding the foregoing, any advance received by the Representative will be reimbursed to the Company to the extent not actually incurred in compliance with FINRA Rule 5110(f)(2)(C).

8.4 Indemnification. Notwithstanding any contrary provision contained in this Agreement, any election hereunder or any termination of this Agreement, and whether or not this Agreement is otherwise carried out, the provisions of Section 5 shall remain in full force and effect and shall not be in any way affected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.

8.5 Representations, Warranties, Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, its officers or directors or any person controlling the Company or (ii) delivery of and payment for the Public Securities.

9. Miscellaneous.

9.1 Notices. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be mailed (registered or certified mail, return receipt requested), personally delivered or sent by facsimile transmission and confirmed and shall be deemed given when so delivered or faxed and confirmed or if mailed, two (2) days after such mailing.

If to the Representative:

Joseph Gunnar & Co., LLC
30 Broad Street, 11th Fl
New York, NY 10004
Attn: Mr. Eric Lord, Head of Investment Banking/Underwritings
Fax No.: (646) 461-2729

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

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
New York, New York 10015
Attn: Barry I. Grossman
Fax No.: (212) 370-7889

If to the Company:

Blink Charging Co.
3284 N. 29th Court
Hollywood, Florida 33020-1320
Attention: Michael Calise
Fax No: (305) 521-0201

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

Lucosky Brookman LLP
101 South Wood Avenue
Iselin, New Jersey 08830
Attention: Joseph M. Lucosky
Fax No: 732-395-4401

9.2 Headings. The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

9.3 Amendment. This Agreement may only be amended by a written instrument executed by each of the parties hereto.

9.4 Entire Agreement. This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. Notwithstanding anything to the contrary set forth herein, it is understood and agreed by the parties hereto that all other terms and conditions of that certain engagement letter between the Company and Joseph Gunnar & Co., LLC, dated July 27, 2016, and as amended on August 1, 2017, shall remain in full force and effect.

9.5 Binding Effect. This Agreement shall inure solely to the benefit of and shall be binding upon the Representative, the Underwriters, the Company and the controlling persons, directors and officers referred to in Section 5 hereof, and their respective successors, legal representatives, heirs and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provisions herein contained. The term “successors and assigns” shall not include a purchaser, in its capacity as such, of securities from any of the Underwriters.

9.6 Governing Law; Consent to Jurisdiction; Trial by Jury. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. The Company hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Agreement shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any such process or summons to be served upon the Company may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 9.1 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company in any action, proceeding or claim. The Company agrees that the prevailing party(ies) in any such action shall be entitled to recover from the other party(ies) all of its reasonable attorneys’ fees and expenses relating to such action or proceeding and/or incurred in connection with the preparation therefor. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

9.7 Execution in Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Delivery of a signed counterpart of this Agreement by facsimile or email/pdf transmission shall constitute valid and sufficient delivery thereof.

9.8 Waiver, etc. The failure of any of the parties hereto to at any time enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor to in any way effect the validity of this Agreement or any provision hereof or the right of any of the parties hereto to thereafter enforce each and every provision of this Agreement. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

[Signature Page Follows]

If the foregoing correctly sets forth the understanding between the Underwriters and the Company, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between us.

Very truly yours,

BLINK CHARGING CO.

By: ______________________________
Name:
Title:

Confirmed as of the date first written above mentioned, on behalf of itself and as Representative of the several Underwriters named on Schedule 1 hereto:

JOSEPH GUNNAR & CO., LLC

By: ______________________________
Name:
Title:

[SIGNATURE PAGE]
BLINK CHARGING CO. – UNDERWRITING AGREEMENT

SCHEDULE 1

Underwriter	Total Number of Firm Securities to be Purchased		Number of Option Securities to be Purchased if the Over-Allotment Option is Fully Exercised	
	Number of Firm Shares	Number of Firm Warrants	Number of Option Shares	Number of Option Warrants
Joseph Gunnar & Co., LLC				
The Benchmark Company, LLC				
Dawson James Securities, Inc.				
TOTAL				

SCHEDULE 2-A

Pricing Information

Number of Firm Securities: [•] Firm Shares, [•] Firm Warrants

Number of Option Securities: [•] Option Shares, [•] Option Warrants

Public Offering Price per Firm Share: $[•]

Underwriting Discount per Firm Share: $[•]

Public Offering Price per Firm Warrant: $[•]

Underwriting Discount per Firm Warrant: $[•]

Underwriting Non-Accountable Expense Allowance per Public Security: $[•]

Proceeds to Company per Public Security (before expenses): $[•]

SCHEDULE 2-B

Issuer General Use Free Writing Prospectuses

None

SCHEDULE 3

List of Lock-Up Parties

Michael D. Farkas
Michael Calise
Ira Feintuch
Andrew Shapiro
Donald Engel
Andy Kinard
Robert Schweitzer
BLNK Holdings LLC
JMJ Financial

EXHIBIT A

Form of Lock-Up Agreement

[•], 2018

Joseph Gunnar & Co., LLC
30 Broad Street, 11th Floor
New York, NY 10004

Ladies and Gentlemen:

The undersigned understands that Joseph Gunnar & Co., LLC (the "**Representative**") proposes to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Blink Charging Co., a Nevada corporation (the "**Company**"), providing for the public offering (the "**Public Offering**") of shares of common stock, par value $0.001 per share, of the Company (the "**Common Stock**") and warrants to purchase Common Stock (collectively, the "**Securities**").

To induce the Representative to enter into the Underwriting Agreement and continue its efforts in connection with the Public Offering, and in light of the benefits that the offering of Securities will confer upon the undersigned in its capacity as a security holder and/or an officer or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representative, the undersigned will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the "**Prospectus**") relating to the Public Offering (the "**Lock-Up Period**"), (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or capital stock (collectively, "**Capital Stock**") or any securities convertible into or exercisable or exchangeable for Capital Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "**Lock-Up Securities**"); (2) enter into any swap or other arrangement, hedge or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of the Lock-Up Securities or any securities convertible into or exercisable or exchangeable for any Capital Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities. Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Representative in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Public Offering; provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this lock-up agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) by operation of law, such a pursuant to a qualified domestic order or in connection with a divorce settlement; or (d) if the undersigned, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be; provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Representative a lock-up agreement substantially in the form of this lock-up agreement and (iii) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with this lock-up agreement.

If (i) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or (ii) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results or becomes aware that material news or a material event will occur during the 16-day period beginning on the last day of the Lock-Up Period, the restrictions imposed by this lock-up agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of such material news or material event, as applicable, unless the Representative waives, in writing, such extension.

The undersigned agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this lock-up agreement during the period from the date hereof to and including the 34th day following the expiration of the initial Lock-Up Period, the undersigned will give notice thereof to the Company and will not consummate any such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

If the undersigned is an officer or director of the Company, (i) the undersigned agrees that the foregoing restrictions shall be equally applicable to any issuer-directed or "friends and family" shares of Common Stock that the undersigned may purchase in the Public Offering; (ii) the Representative agrees that, at least three (3) business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, the Representative will notify the Company of the impending release or waiver; and (iii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two (2) business days before the effective date of the release or waiver. Any release or waiver granted by the Representative hereunder to any such officer or director shall only be effective two (2) business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer of Lock-Up Securities not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of such transfer.

No provision in this agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by the undersigned of any securities exercisable or exchangeable for or convertible into shares of Common Stock, as applicable; provided that the undersigned does not transfer the shares of Common Stock acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of this lock-up agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period).

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement and that this Lock-Up Agreement has been duly authorized (if the undersigned is not a natural person) and constitutes the legal, valid and binding obligation of the undersigned, enforceable in accordance with its terms. Upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof.

The undersigned understands that the Company and the Representative are relying upon this lock-up agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned understands that, if the Underwriting Agreement is not executed by February 14, 2018, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the shares of Common Stock and warrants to be sold thereunder, then this lock-up agreement shall be void and of no further force or effect.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Representative.

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. Delivery of a signed copy of this Lock-Up Agreement by facsimile or e-mail/.pdf transmission shall be effective as the delivery of the original hereof.

Very truly yours,

____

(Name - Please Print)

____

(Signature)

____

(Name of Signatory, in the case of entities - Please Print)

____

(Title of Signatory, in the case of entities - Please Print)

Address:

____

____

____

<u>EXHIBIT B</u>

Form of Press Release

Blink Charging Co.

[Date]

Blink Charging Co. (the "Company") announced today that Joseph Gunnar & Co., LLC, acting as representative for the underwriters in the Company's recent public offering of _______ shares of the Company's common stock and warrants to purchase _______ shares of the Company's common stock, is [waiving] [releasing] a lock-up restriction with respect to _________ shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on _________, 20___, and the shares may be sold on or after such date.

This press release is not an offer or sale of the securities in the United States or in any other jurisdiction where such offer or sale is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act of 1933, as amended.

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New York, NY 10111

February 9 , 2018

Blink Charging Co.
3284 N 29th Court
Hollywood, FL 33020

RE: Amendment No. 11 to Registration Statement on Form S-1

Gentlemen:

We have acted as counsel to you, Blink Charging Co., a Nevada corporation (the "Company"), in connection with the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act") (File No. 333-214461) (the "Registration Statement") with respect to (i) 4,600,000 Units (the "Units"), with each Unit consisting of one share of the Company's common stock, $0.001 par value per share (the "Common Stock"), and two warrant s each to purchase one share of Common Stock ("Warrant s ") at an exercise price equal to 115 % of the public offering price of the Units per whole share of Common Stock; (ii) Common Stock issuable upon exercise of the Warrants (the "Warrant Shares"); (iii) up to 690,000 shares of Common Stock, purchased pursuant to over allotments, if any (the "Over Allotment Shares"); (iv) up to 1,380 ,000 Warrants to purchase 1,380 ,000 shares of Common Stock, issued pursuant to over-allotments, if any (the "Over-Allotment Warrants"); and (v) up to 1,380 ,000 shares of Common Stock underlying the Over-Allotment Warrants (the "Underlying Over-Allotment Warrant Shares"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In connection with this opinion, we have examined the originals or copies certified or otherwise identified to our satisfaction of the following: (a) Articles of Incorporation of the Company, as amended to date, (b) Bylaws of the Company, as amended to date, and (c) the Registration Statement and all exhibits thereto. In addition to the foregoing, we also have relied as to matters of fact upon the representations made by the Company and its representatives and we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us certified or photostatic copies.

Based upon the foregoing and in reliance thereon, and subject to the qualifications, limitations, exceptions and assumptions set forth herein, we are of the opinion that: (i) the shares of Common Stock included in the Units, when issued against payment therefor as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable; (ii) the Warrants included in the Units, when issued as set forth in the Registration Statement, will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; (iii) the Warrant Shares, when issued upon exercise of the Warrants against payment therefor as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable; (iv) the Units, when issued against payment thereof as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable, and will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; (v) the Over-Allotment Shares, when issued against payment therefor as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable; (vi) the Over-Allotment Warrants, when issued as set forth in the Registration Statement, will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms; and (vii) the Underlying Over-Allotment Warrant Shares when issued upon exercise of the Over-Allotment Warrants against payment therefor as set forth in the Registration Statement will be validly issued, fully paid and non-assessable.

The opinion expressed herein is limited to the laws of the State of Nevada, including the Constitution of the State of Nevada, all applicable provisions of the statutory provisions, and reported judicial decisions interpreting those laws. This opinion is limited to the laws in effect as of the date the Registration Statement is declared effective by the Commission and is provided exclusively in connection with the public offering contemplated by the Registration Statement.

This opinion letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts, whether existing before or arising after the date hereof, that might change the opinions expressed above.

This opinion letter is furnished in connection with the filing of the Registration Statement and may not be relied upon for any other purpose without our prior written consent in each instance. Further, no portion of this letter may be quoted, circulated or referred to in any other document for any other purpose without our prior written consent.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement and to the use of our name as it appears in the Prospectus included in the Registration Statement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very Truly Yours,

/s/ Lucosky Brookman LLP

Lucosky Brookman LLP

AMENDMENT #4 TO LOCKUP, CONVERSION, AND ADDITIONAL INVESTMENT AGREEMENT
Addendum to the Transaction Documents Dated October 7, 2016

This Amendment #4 to the Lockup, Conversion, and Additional Investment Agreement, dated February 7, 2018 (this "Fourth Amendment"), is by and between Blink Charging Co. (f/k/a Car Charging Group, Inc.), a Nevada corporation (the "Issuer") and JMJ Financial (the "Investor") (referred to collectively herein as the "Parties").

WHEREAS, the Issuer and the Investor entered into a Securities Purchase Agreement Document SPA- 10052016 (the " SPA") dated as of October 2016, pursuant to which the Issuer issued to the Investor a Promissory Note (the "Note"), a Warrant, and Origination Shares (all capitalized terms not otherwise defined herein shall have the meanings given such terms in the SPA);

WHEREAS, the Issuer and the Investor entered into a Lockup, Conversion, and Additional Investment Agreement, dated October 23, 2017 (the "October 2017 Addendum"), Amendment #1 to Lockup, Conversion, and Additional Investment Agreement, dated November 29, 2017 (the "First Amendment"), Amendment #2 to Lockup, Conversion, and Additional Investment Agreement, dated January 4, 2018 (the "Second Amendment"), and Amendment #3 to Lockup, Conversion, and Additional Investment Agreement, dated February 1, 2018 (the "Third Amendment") (the October 2017 Addendum, as amended by the First Amendment, the Second Amendment, and the Third Amendment, is referred to as the "Addendum" and in this Fourth Amendment any references to paragraph numbers or section numbers refer to the numbering of such paragraphs or sectionss as originally set forth in the October 2017 Addendum); and

WHEREAS, the Issuer and the Investor wish to amend certain terms of the Addendum.

NOW, THEREFORE, the Issuer and the Investor agree as follows:

1. The first paragraph of Section 2 of the Addendum shall be deleted in its entirety and replaced with the following:

> 2. Options Upon Closing of the Public Offering. Provided that (i) the Issuer closes on the Public Offering by February 15, 2018 and (ii) no additional event of default or breach of the Transaction Documents occurs between the date of this Agreement and the close of the Public Offering, the Issuer shall have the following two options for settling the Note, securing a lockup agreement from the Investor, and exchanging the Warrants for shares of common stock. For the avoidance of doubt, the option chosen shall be at the sole discretion of the Issuer and shall be made by 6 PM ET on the day the pricing of the Public Offering occurs. Any cash payments shall be made and all shares shall be issued within three (3) business days of the closing of the Public Offering.

2. Section 5 of the Addendum shall be deleted in its entirety and replaced with the following:

> 5. Extension of Maturity Date. In the sentence in the Note (as previously amended) that commences with "The Maturity Date is the earlier of ..." shall be amended and replaced in its entirety with the following:
>
> "The Maturity Date is the earlier of (a) February 15, 2018, (b) in the event that it becomes apparent to the Investor that the Public Offering is not going to close by February 15, 2018, within one business day from the time that the Investor provides notice to the Issuer that it is apparent to the Investor that the offering is not going to close by February 15, 2018, (c) the third business day after the closing of the Public Offering, (d) in the event that it becomes apparent that the Public Offering has failed, three business days from the date on which it becomes apparent that the Public Offering has failed, or (e) in the event that either the Issuer or its investment bank terminate their engagement letter, or if either party otherwise suspends pursuit of the Public Offering, three business days from that respective date."

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3. Section 6 of the Addendum shall be deleted in its entirety and replaced with the following:

6. Extension of Origination Shares Dates. The references to the date of September 21, 2017 in Sections 1.3.1 and 1.3.2 of the SPA (as previously amended) shall be replaced with the date of February 15, 2018.

4. Section 7 of the Addendum shall be deleted in its entirety and replaced with the following:

7. Conditional Waiver of Default. The Investor conditionally waives the defaults for the Issuer's failure to meet the original and previously amended Maturity Dates of the Note and delivery dates for the Origination Shares, but the Investor does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the Investor's conditional waiver is conditioned on the Issuer's not being in default of and not breaching any term of the Note or the SPA or any other Transaction Documents at any time subsequent to the date of this Amendment (if the Issuer triggers an event of default or breaches any term of the Note, the SPA, or the Transaction Documents at any time subsequent to the date of this Amendment, the Investor may issue a notice of default for the Issuer's failure to meet the original Maturity Date of the Note and delivery date of the Origination Shares). For the sake of clarity, if (i) the Issuer closes on the Public Offering by Febuary 15, 2018, (ii) no additional event of default or breach of the Transaction Documents (as previously amended), the Addendum, or this Amendment occurs between the date of this Amendment and the close of the Public Offering, (iii) the Issuer chooses Repayment and Conversion Option A or Repayment and Conversion Option B within the timeframe set forth in Section 2 of the Addendum (as amended by the First Amendment, the Second Amendment, and the Third Amendment), and (iv) the Issuer fully complies with, and fully performs all of its obligations under, the Repayment and Conversion Option selected by the Issuer within the timeframe set forth in Section 2 of the Addendum (as amended by the First Amendment, the Second Amendment, and the Third Amendment), then, upon the Issuer's full compliance with, and full performance of its obligations under, the Repayment and Conversion Option selected by the Issuer, the Investor will, at that time, unconditionally and irrevocably waive any damages, fees, penalties, liquidated damages, or other amounts or remedies against the Issuer for any and all events of defaults or breaches by the Issuer of any term of any of the Transaction Documents that may have occurred prior to the closing of the Public Offering.

5. All Other Terms Remain in Full Force and Effect. All other terms and conditions of the Addendum and the Transaction Documents, including all Warrants and all amendments to such Transaction Documents, remain in full force and effect. The terms of this Third Amendment and the Addendum do not terminate or relieve the Issuer of its obligation to perform or forbear from performing under any term of the Transaction Documents that is meant to survive after the closing of the Public Offering or that does not expressly provide for its termination upon closing of the Public Offering.

* * *

Please indicate acceptance and approval of this Second Amendment by signing below:

[/s/ Michael J. Calise]	*[/s/ Justin Keener]*
Michael J. Calise	JMJ Financial
Blink Charging Co. (f/k/a Car Charging Group, Inc.)	Its Principal
Chief Executive Officer	

[Amendment #4 to Lockup, Conversion, and Additional Investment Agreement Signature Page]

Exhibit 23.1

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Registration Statement of Blink Charging Co. (f/k/a Car Charging Group, Inc.) on Form S-1 Amendment # 11 (File No: 333-214461), of our report dated April 14, 2017, except for Note 18, as to which the date is August 29, 2017, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, with respect to our audits of the consolidated financial statements of Blink Charging Co. (f/k/a Car Charging Group, Inc.) and Subsidiaries as of December 31, 2016 and 2015 and for the years then ended, which report appears in the Prospectus, which is part of this Registration Statement. We also consent to the reference to our Firm under the heading "Experts" in such Prospectus.

Marcum llp
New York, NY
February 9 , 2018