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

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2012

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____________ to _____________

Commission File No. 333-149784

CAR CHARGING GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada	**03-0608147**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1691 Michigan Avenue, Suite 601 **Miami Beach, Florida**	**33139**
(Address of principal executive offices)	(Zip Code)

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

Securities registered under Section 12(b) of the Exchange Act:

Title of each class:	Name of each exchange on which registered:
None	**None**

Securities registered under Section 12(g) of the Exchange Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference Part III of this Form 10-K or any amendment to this Form
10-K. ☒

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer (Do not check if a smaller reporting company)	☐	Smaller reporting company	☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter, June 30, 2012: $44,799,458.

As of April 15, 2013, the registrant had 50,442,455 common shares issued and outstanding.

Documents Incorporated by Reference: None.

TABLE OF CONTENTS

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K (this "Report") contains "forward-looking statements" within the meaning of the Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements discuss matters that are not historical facts. Because they discuss future events or conditions, forward-looking statements may include words such as "anticipate," "believe," "estimate," "intend," "could," "should," "would," "may," "seek," "plan," "might," "will," "expect," "predict," "project," "forecast," "potential," "continue" negatives thereof or similar expressions. These forward-looking statements are found at various places throughout this Report and include information concerning possible or assumed future results of our operations; business strategies; future cash flows; financing plans; plans and objectives of management; any other statements regarding future operations, future cash needs, business plans and future financial results, and any other statements that are not historical facts.

From time to time, forward-looking statements also are included in our other periodic reports on Forms 10-Q and 8-K, in our press releases, in our presentations, on our website and in other materials released to the public. Any or all of the forward-looking statements included in this Report and in any other reports or public statements made by us are not guarantees of future performance and may turn out to be inaccurate. These forward-looking statements represent our intentions, plans, expectations, assumptions and beliefs about future events and are subject to risks, uncertainties and other factors. Many of those factors are outside of our control and could cause actual results to differ materially from the results expressed or implied by those forward-looking statements. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements might not occur or might occur to a different extent or at a different time than we have described. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Report. All subsequent written and oral forward-looking statements concerning other matters addressed in this Report and attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this Report.

Except to the extent required by law, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, a change in events, conditions, circumstances or assumptions underlying such statements, or otherwise.

For discussion of factors that we believe could cause our actual results to differ materially from expected and historical results see "Item 1A — Risk Factors" below.

PART I

ITEM 1. BUSINESS

Overview

Car Charging Group, Inc. ("CarCharging" or the "Company") is a nationwide provider of electric vehicle ("EV") charging services. CarCharging currently provides comprehensive turnkey EV charging services to commercial, residential, and municipal property owners. These services enable EV drivers to recharge their EVs where they live, work, and play.

CarCharging's current service offerings are designed to accelerate the adoption of public EV charging services. Our complete turnkey service enables property owners to rollout EV charging services on their properties with no capital outlay in return for long-term service contracts. CarCharging pays for all equipment, installation, maintenance and related services. We believe that this innovative amenity increases property value, retains current tenants, and attracts new tenants.

CarCharging has more than 60 strategic partnerships across multiple business sectors, including multifamily residential and commercial properties, parking garages, shopping malls, retail centers, and municipalities. CarCharging's strategic partners own or manage a total of 6.5 million parking spaces and include, but are not limited to Ace Parking, Central Parking, Equity One, Equity Residential, Icon Parking, Rapid Parking, Related Properties, USA Parking, Walgreens, Pennsylvania Department of Environmental Protection, City of Miami Beach (FL), City of Hollywood (FL), and City of Santa Clara (CA).

Our revenues are primarily derived from hardware sales and public EV charging services. Car Charging sets its EV charging fees based on a variety of factors, including local electricity tariffs, location, and competitive services and alternative fuels. EV charging fees are set on an hourly rate or a per kilowatt-hour rate. CarCharging is also implementing subscription plans to include electricity for single-family homes, multifamily residential, and CarCharging's public charging locations.

Our Company is able to facilitate the purchase of EV charging stations through its wholly owned subsidiary, eCharging Stations, LLC. The installation and maintenance of the EV charging equipment is subcontracted through approved local vendors, and are competitively bid to maintain the lowest installation and on-going costs possible.

History

The Company was incorporated in October 2006 in Nevada under the name New Image Concepts, Inc. with the intention of providing personal consultation services to the general public. On December 7, 2009, we entered into a Share Exchange Agreement with Car Charging, Inc., a Delaware corporation (the "Share Exchange").

Following the Share Exchange we amended our Articles of Incorporation to (1) change our name to Car Charging Group, Inc. and to (ii) authorize 20,000,000 shares of preferred stock. Additionally, we filed a Certificate of Designation designating the rights of the authorized preferred stock of the Company (the "Series A Convertible Preferred Stock"). On June 29, 2012, we increased our authorized preferred stock to 40,000,000 shares.

During February 2011, we decreased our issued and outstanding common stock through a one-for-fifty (1:50) reverse stock-split (the "Reverse Stock-Split"). All share and per share amounts included in this Report and our consolidated financial statements have been adjusted retroactively to reflect the effects of the Reverse Stock-Split.

Corporate Structure

Car Charging Group, Inc. 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.

Industry Overview

The electric vehicle industry is expected to accelerate over the next several years for various reasons including rising gasoline prices, environmental awareness, and greenhouse gases. Additionally, states such as California have passed laws requiring significant reduction in greenhouse gas emissions from passenger vehicles. While hybrid automobiles are attaining improved gas mileage, they remain a severe pollutant.

Large-scale market penetration and consumer adoption is likely to occur over the next few years due mainly to the following five reasons.

1. U.S. legislative programs provides incentives to grow the industry

There has been a concerted effort on the part of the federal, state and local governments to foster the EV industry, supporting both the vehicles and the necessary charging infrastructure. There have been an unprecedented number of loans and grants to insure this segment succeeds. The Ford Motor Company was awarded a $5.9 billion loan in June of 2009. Tesla Motors received a $465 million loan to build its plant in Fremont California and to support its production of its Model S 4-door sedan. Both of the aforementioned loans came from the US Government's $25 billion program dedicated to the development of electric/plug-in hybrid vehicles.

The United States Government has approved a $7,500 tax credit to purchasers of EVs. Additionally, the Federal Government recently extended the alternative fuel vehicle refueling property credit for certain qualifying expenditures for car charging facilities. Fueling equipment for electricity installed is eligible for a tax credit of 30% of the cost, not to exceed $30,000. Fueling station owners who install qualified equipment at multiple sites are allowed to utilize the credit towards each location. Whether it is for the actual manufacturing of a new car, or to startup companies looking to capitalize on new infrastructure technologies, governments have committed to spending billions of dollars to ensure that the EV industry as a whole will succeed.

2. Maintain a relatively low cost when compared to gasoline

At the beginning of the 20th Century, electricity generally cost over $0.20 per kilowatt-hour, and could have been as high as $0.40 per kilowatt-hour. During that same time period, gasoline could be purchased for $0.05 per gallon. The spread between gasoline and electricity continues to widen. In 2010, the average retail price of gasoline in the U.S. was $2.74, and by 2012, the average retail price increased to $3.56, while the average cost of electricity is $0.11 per kilowatt-hour.

Concurrently, major utility companies are working on upgrading their infrastructure to make it easier to charge an electric vehicle. The "smart-grid" investment that many utilities have already made will provide ample information to predict the required power requirements needed to support a widespread EV infrastructure.

3. Diverse variety of vehicles at price points from the major auto manufacturers

Almost all of the major car manufacturers have committed to build an electric vehicle by 2015. General Motors, Ford, Chrysler, Nissan, Honda, BMW, Mercedes, and Tesla, are just some of the examples of the car manufacturers committed to making the electric vehicle industry a successful enterprise. As car manufacturers increase the number of electric vehicles they produce each year, we believe the purchase price for such vehicles will continue to decline. For example, the Nissan dropped the price of the 2013 LEAF model by more than $6,000 than the previous model, The price reduction makes the LEAF comparable in price to the Toyota Prius, and leases have been made available for as little as $139 per month.

4. Battery costs decrease while recharge life increases

Battery technology is advancing at a rapid pace. Not only are battery costs per kilowatt-hour decreasing rapidly, but at the same time the size and weight of the battery are also decreasing. All three variables are necessary components required to drive down the costs of an electric vehicle. Additionally, battery lifespan is critical to EV acceptance, and many companies such as A123Systems are leading the way towards increased battery capacity and longevity.

5. EV Infrastructure that supports consumer driving habits

Consumers are fickle and do not want to alter their daily routine or driving habits. While many believe that most EV charging will be completed at home, the need for a robust, pervasive public EV charging infrastructure is required to eliminate range anxiety. Public and residential charging eliminates the need for drivers to go out of their way to fill their gas tank. Instead, charging stations will be located in popular destination locations where drivers currently park, whether it be for 20 minutes at a local Walgreens, for a few hours while parking at work, or at home overnight, the recharging infrastructure build-out will be more than sufficient for nearly all drivers.

Equipment and Network Utilized

The majority of the EV charging stations that we currently have installed are within the CT2000 family of ChargePoint Networked Charging Stations, which are manufactured by ChargePoint® and are specifically designed for the North American market. The CT2000 family of charging stations supports fast charging is known as Level 2 (208/240V @ 32A). The ChargePoint Networked Charging Stations combined with the ChargePoint Network Operating System (NOS) form a smart charging infrastructure for plug-in electric vehicles.

Although we do not exclusively use ChargePoint's charging stations, we believe it benefits the Company to be aligned with their devices and network infrastructure at this time. CarCharging has been provided many charging stations under the ChargePoint America (CPA) program, which enables us to lower our average overall equipment costs. As the market continues to mature, we intend to upgrade as new technologies become available.

Competition

The competitive landscape in the development of a national or regional electric vehicle infrastructure is young and still fragmented. No clear leader or leaders have emerged, leaving room for new arrivals to ascend. The terrain, however, is such that competitors may quickly become complimentary to one another, allowing for greater mobility and enhanced driving distance for the electric vehicle operator through the ability to charge at charging stations owned and/or operated by different owners. We anticipate that this, in turn, will work towards further expansion of the electric vehicle industry, bringing additional revenue to all these companies and allowing the infrastructure to grow. Furthermore, because CarCharging is in the business of owning and operating EV charging stations and not developing the technology behind the chargers, potential competitors become partners if and when CarCharging seeks new chargers to with which to equip additional locations as the technology further develops.

The EV charging marketplace is made up of a variety of companies who either offer direct distribution or work with independent distributors, including:

- General Electric currently offers a Level 2 (220 Volt) Networked Charging Station.
- Ecotality manufactures and sells Level 2 and 3 "Blink" chargers. Under a Federal Grant "The EV Project" they anticipate installation of approximately 14,000 Level 2 and 300-400 Level 3 chargers in 6 states.
- NRG offers home and public charging at fixed monthly rates, and currently only offers this in Dallas/Ft Worth and Houston, Texas and now in California. They anticipate a 20-city rollout of EV charging station infrastructure, with an emphasis on monthly subscriptions.

Customers

CarCharging has more than 60 strategic partnerships across multiple business sectors, including multifamily residential and commercial properties, parking garages, shopping malls, retail centers, and municipalities. CarCharging's strategic partners own or manage a total of 6.5 million parking spaces and include, but are not limited to Ace Parking, Central Parking, Equity One, Equity Residential, Icon Parking, Rapid Parking, Related Properties, USA Parking, Walgreens, Pennsylvania Department of Environmental Protection, City of Miami Beach (FL), City of Hollywood (FL), and City of Norwalk (CT).

Sales and Marketing

When evaluating our future, we believe the most important consideration is the number of locations we contract with to install charging stations. We could contract with a parking garage which contains 600 spaces, but only install one charging station upon the signing of our contract. That location now represents 599 other potential charging locations that will yield future potential revenues in an essential EV market. We will have minimum capital requirements to secure future charging station spots in that location, and will only install other charging stations as the market warrants. We are able to monitor the usage of the charging stations. As each market develops, we can increase the number of charging stations installed at each location.

We employ a direct sales team located both on the east and west coast, as well as a team of independent contractors located throughout the United States actively pursuing and closing deals.

CarCharging's website (www.carcharging.com) is utilized to promote the Company's services to property owners, EV owners, and consumers. The Company also utilizes public relations to announce new property partnerships to the media. CarCharging also utilizes social media channels such as Facebook and Twitter to educate consumers about EVs and the Company's developments.

Government/Regulatory Approval

Local regulations for installation of EV charging stations vary from city to city. Compliance with such regulation(s) may cause installation delays, but these issues are standard and expected for any product that requires construction as part of its installation.

Currently, the Company charges customers by the kilowatt-hour for its services in energy deregulated states and hourly for its services in energy regulated states so as not to be treated as a regulated public utility. California, Colorado, Florida, Hawaii, Maryland, Minnesota, Oregon, 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 based on kilowatt 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.

Employees

We currently have 14 full-time employees.

Intellectual Property

The Company has entered into a Licensing Agreement with Michael D. Farkas, our Chief Executive Officer, and Balance Holdings, LLC for the exclusive use of filed provisional patent applications for the following inventions:

EVSE Parking Bumper: An inductive charging station in the form of a parking bumper that will reduce the visual and physical clutter in already-congested parking lots and garages (Patent Application Number: 13600058).

Multiple Simultaneous Electric Vehicle Charging: Through the use of a toggle unit, processor, and multiple plugs which allows multiple EVs to plug into the station simultaneously and charge as the current becomes available (Provisional Patent Application Number: 61695839).

Both products allow EV drivers to wirelessly power and pay for their charging services in an automated and seamless transaction.

Other Information

We maintain our principal offices at 1691 Michigan Avenue, Miami Beach, Florida, 33139. Our telephone number is (305) 521-0200. A Silicon Valley office was also recently established to house our marketing and sales departments and to provide improved support for west coast operations. Our website is www.CarCharging.com; we can be contacted by email at info@CarCharging.com.

ITEM 1A. RISK FACTORS

Risks Relating to Our Business

WE HAVE A LIMITED OPERATING HISTORY THAT YOU CAN USE TO EVALUATE US, AND THE LIKELIHOOD OF OUR SUCCESS MUST BE CONSIDERED IN LIGHT OF THE PROBLEMS, EXPENSES, DIFFICULTIES, COMPLICATIONS AND DELAYS FREQUENTLY ENCOUNTERED BY A SMALL DEVELOPING COMPANY.

We were incorporated in Nevada in October, 2006. The likelihood of our success must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered by a small developing company starting a new business enterprise and the potentially highly competitive environment in which we will operate. Since we have a limited operating history, we cannot assure you that our business will be profitable or that we will ever generate sufficient revenues to meet our expenses and support our anticipated activities.

WE NEED TO MANAGE GROWTH IN OPERATIONS TO MAXIMIZE OUR POTENTIAL GROWTH 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.

In order to maximize growth 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 or and/or acquisition.

IF WE NEED ADDITIONAL CAPITAL TO FUND OUR GROWING OPERATIONS, WE MAY NOT BE ABLE TO OBTAIN SUFFICIENT CAPITAL AND MAY BE FORCED TO LIMIT THE SCOPE OF OUR OPERATIONS.

If adequate additional financing is not available on reasonable terms, we may not be able to undertake expansion or continue our marketing efforts and we would have to modify our business plans accordingly. There is no assurance that additional financing will be available to us.

In connection with our growth strategies, we may experience increased capital needs; accordingly, we may not have sufficient capital to fund our future operations without additional capital investments. 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 shareholders. 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.

Our independent registered public accounting firm has expressed doubt about our ability to continue as a going concern, which may hinder our ability to obtain future financing.

Our financial statements as of December 31, 2012 have been prepared under the assumption that we will continue as a going concern for the next twelve months. Our independent registered public account firm has issued a report on these financial statements that include a paragraph expressing substantial doubt as to our ability to continue as a going concern. Our ability to continue as a going concern is dependent, amongst other things, our ability to obtain additional equity or debt financing. Our financial statements do not include any adjustment that may result from this uncertainty.

OUR FUTURE SUCCESS IS DEPENDENT, IN PART, ON THE PERFORMANCE AND CONTINUED SERVICE OF OUR OFFICERS.

We are presently dependent to a great extent upon the experience, abilities and continued services of Michael D. Farkas, Andy Kinard and Jack Zwick, our management team. The loss of services of Mr. Farkas, Mr. Kinard or Mr. Zwick could have a material adverse effect on our business, financial condition or results of operation.

NEED FOR ADDITIONAL EMPLOYEES

Our future success also depends upon our ability to attract and retain highly qualified personnel. Expansion of our business and the management and operation of the 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.

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

OUR FUTURE SUCCESS IS DEPENDENT UPON THE FUTURE GENERATION OF A MARKET FOR OUR SERVICE

The Company currently remains and will continue to remain in a position of dependence on the creation and sustainability of the electric car market. While a vast majority of the major car manufacturers have made strong financial commitments to the electric vehicle industry going forward, there is no guaranty that the industry will become viable. Without a fleet of electric vehicles on the road needing recharging, there exists no opportunity for the Company to provide its intended service. Therefore, an investment in the Company is very risky and speculative due to the uncertain future of the electric vehicle market.

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 TO 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 not performed an in-depth analysis to determine if in the past un-discovered failures of internal controls exist, and may in the future discover areas of our internal control that need improvement. We currently do not have an audit committee or audit committee financial expert. Our Code of Ethics requires members of our management team to report any conduct by our Chief Executive Officer or Chief Financial Officer, believed to be in violation of law or business ethics or in violation of any provision of the Code of Ethics to our audit committee. Because of the lack of an audit committee, violations of our Code of Ethics or violation of law or business ethics by Chief Executive Officer and Chief Financial Officer may go unreported.

OUR COMMON STOCK IS QUOTED ONLY ON THE OTC BULLENTIN BOARD ("OTCBB"), WHICH MAY HAVE AN UNFAVORABLE IMPACT ON OUR STOCK PRICE AND LIQUIDITY.

Our common stock is quoted on the OTCBB. The OTCBB is a significantly more limited market than the New York Stock Exchange or the NASDAQ Stock Market. The quotation of our shares on the OTCBB 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.

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 the 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.

FUTURE ISSUANCE OF OUR COMMON STOCK COULD DILUTE THE INTEREST OF EXISITNG STOCKHOLDERS.

We may issue additional shares of our common stock in the future. The issuance of a substantial amount of common stock could have the effect of substantially diluting the interests of our current stockholders. In addition, the sale of a substantial amount of common stock in the public market, 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 affect on the market price of our common stock.

THE APPLICATION OF THE SECURITY AND EXCHANGE COMMISSION'S "PENNY STOCK" RULES TO OUR COMMON STOCK COULD LIMIT TRADING ACIVITY IN THE MARKET, AND OUR STOCKHOLDERS MAY FIND IT MORE DIFFICULT TO SELL THEIR STOCK.

Our common stock continues to trade at less than $5.00 per share and is therefore subject to the Securities and Exchange Commission's ("SEC") penny stock rules. Penny stocks generally are equity securities with a price of less than $5.00. Penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. The broker-dealer must also make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These requirements may have the effect of reducing the level of trading activity, if any, in the secondary market for a security that becomes subject to the penny stock rules. The additional burdens imposed upon broker-dealers by such requirements may discourage broker-dealers from effecting transactions in our securities, which could severely limit their market price and liquidity of our securities. These requirements may restrict the ability of broker-dealers to sell our common stock and may affect your ability to resell our common stock.

WE DO NOT INTEND TO PAY DIVIDENDS FOR THE FORESEEABLE FUTURE, AND YOU MUST RELY ON INCREASES IN THE MARKET PRICES OF OUR COMMON STOCK FOR RETURNS ON YOUR INVESTMENT.

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

ITEM 1B. UNRESOLVED STAFF COMMENTS

This information is not required for smaller reporting companies.

ITEM 2. PROPERTIES

We currently lease 4,244 square feet of office space in Miami Beach, Florida, which serves as our corporate offices. The lease expires in May 2015.

We currently lease an additional office facility in San Jose, California. The lease is for an initial term of 3 years and expires on March 31, 2015. The facility is 1,543 square feet.

Our minimum future aggregate minimum lease payments for these leases based on there initial terms as of December 31, 2013 are:

Year Ended December 31,:	Amount
2014	$ 178,466
2015	183,542
2016	72,107
Total	$ 434,115

ITEM 3. LEGAL PROCEEDINGS

In March and April 2012, a former officer and director of the Company filed declaratory actions against the Company relating to compensatory matters, certain warrant exercise rights and the termination of his employment. The parties are currently in negotiations to resolve the matters; however, the outcome of the negotiations cannot be determined at this time.

In October 2012, a former officer and director of the Company resigned his position from the Company and filed a claim with the California Labor Board ("Labor Board") relating to certain compensatory matters. As of December 31, 2012, the matter was being heard before the Labor Board however no decision had been rendered. The parties are currently in negotiations; however, the outcome of the negotiations cannot be determined at this time.

The Company has a lawsuit pending for past due fees due to a consulting firm in the amount of $41,000. Although the outcome of this matter is uncertain, the Company has reserved for this amount in accounts payable and accrued expenses at December 31, 2012 and December 31, 2011, respectively.

General Litigation

From time to time, the Company is a defendant or plaintiff in various legal actions which arise in the normal course of business. As such the Company is required to assess the likelihood of any adverse outcomes to these matters as well as potential ranges of probable losses. A determination of the amount of the provision required for these commitments and contingencies, if any, which would be charged to earnings, is made after careful analysis of each matter. The provision may change in the future due to new developments or changes in circumstances. Changes in the provision could increase or decrease the Company's earnings in the period the changes are made. It is the opinion of management, after consultation with legal counsel, that the ultimate resolution of these matters will not have a material adverse effect on the Company's financial condition, results of operations or cash flows.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Information

Our common stock has traded on the OTC Bulletin Board system under the symbol "CCGI" since December 2009. The OTCBB is a quotation service that displays real-time quotes, last-sale prices, and volume information in over-the-counter ("OTC") equity securities. An OTCBB equity security generally is any equity that is not listed or traded on a national securities exchange.

Price Range of Common Stock

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 OTCBB quotation service. Bid prices prior to February 25, 2011 are adjusted based on the Company's 50 for 1 reverse stock split, effective that day. These bid prices represent prices quoted by broker-dealers on the OTCBB quotation service. The prices reflect inter-dealer quotations, do not include retail mark-ups, markdowns or commissions and do not necessarily reflect actual transactions.

Quarter ended	Low Price	High Price
December 31, 2012	$ 1.25	$ 2.00

September 30, 2012	$	0.60	$	1.60
June 30, 2012	$	0.77	$	1.85
March 31, 2012	$	1.26	$	2.08
December 31, 2011	$	0.68	$	2.20
September 30, 2011	$	1.05	$	2.90
June 30, 2011	$	1.75	$	6.24
March 31, 2011	$	0.09	$	6.00

Security Holders

As of April 15, 2013 there were approximately 159 stockholders of record. Because shares of our common stock are held by depositaries, brokers and other nominees, the number of beneficial holders of our shares is substantially larger than the number of stockholders of record.

Dividends

To date, we have not declared or paid any dividends on our common stock. We currently do not anticipate paying any cash dividends in the foreseeable future on our common stock. Although we intend to retain our earnings, if any, to finance the exploration and growth of our business, our Board of Directors will have the discretion to declare and pay dividends in the future.

Payment of dividends in the future will depend upon our earnings, capital requirements, and other factors, which our Board of Directors may deem relevant.

Securities Authorized for Issuance under Equity Compensation 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 "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 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 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 Plan is 5,000,000, adjusted as provided in Section 11 of the Plan. The Plan expires on December 1, 2014. As of December 31, 2012, 4,500,000 stock options had been issued to employees and consultants of the Company. All options vest ratably over three years from date of issuance, December 27, 2012 and expire in five years from date of issuance. The following table provides further information regarding the Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options warrants and rights	Weighted-average exercise price of outstanding options warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders	4,500,000	$ 1.49	400,000
Equity compensation plans not approved by security holders	--	--	--
Total	4,500,000	$ 1.49	400,000

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 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 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 Plan is 5,000,000, adjusted as provided in Section 11 of the Plan. The Plan expires on December 1, 2015. The Plan was approved by a majority of the Company's shareholders on February 13, 2013.

Warrants Granted

The following table summarizes outstanding warrants by Expiration Date at December 31, 2012:

Quantity		Exercise Price	Expiration Date
5,000	$	15.00	April 1, 2013
50,000	$	3000	April 1, 2013
2,200,000	$	3.00	April 27, 2013
500,000	$	5.00	August 10, 2013
500,000	$	7.50	August 10, 2013
500,000	$	10.00	August 10, 2013
4,652,165	$	3.00	August 25, 2013
10,000	$	51.50	August 25, 2013
1,277,170	$	1.66*	July 13, 2014
65,000	$	1.00	September 14, 2014
250,000	$	1.50	November 15, 2014
20,000	$	1.00	December 2, 2014
56,000	$	1.00	December 11, 2014
5,000	$	1.00	December 28, 2014
3,834	$	30.00	May 5, 2015
100,000	$	1.00	October 10, 2015
50,000	$	1.00	October 12, 2015
500,000	$	2.25	October 25, 2015
25,000	$	2.25	November 14, 2015
100,000	$	1.64	December 13, 2015
50,000	$	20.00	January 11, 2016
5,000	$	1.75	March 19, 2016
5,000	$	1.75	March 19, 2017
250,000	$	1.00	June 28, 2017
11,800	$	1.00	December 13, 2017
5,000	$	1.75	March 19, 2018
100,000	$	1.00	September 22, 2018
11,295,968		Total	

*Price may be lower if market closes at lower price on exercise date.

On December 13, 2012, we issued a warrant to purchase 100,000 shares of our common stock at a $1.64 per share as a fee for services to a company that is owned by our Chief Executive Officer. The warrant expires on December 13, 2015.

Unregistered Sales of Equity Securities and Use of Proceeds

In October 2012 we issued convertible notes in the aggregate amount of $150,000 secured by all of our assets due April 2013 with interest at 12% per anum. The note is convertible, at the discretion of the holders into our common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. The noteholders are entitled to be repaid $25,000 for every $1,000,000 raised in equity by us. In conjunction with the issuance of the notes, we issued warrants to purchase 150,000 shares of our common stock at an exercise price of $1.00 per share. The warrants expire in October 2015.

On November 14, 2012 we did a final closing under a private offering (the "Offering") with certain investors, in which we received $25,000 and issued 25,000 shares of our common stock and warrants to purchase 25,000 shares of our common stock at an exercise price of $2.25 per share which expires on November 14, 2015 (the "Warrants"). The foregoing descriptions of the terms of the Offering, including the terms of the Warrant, are qualified in its entirety by reference to Current Report on Form 8-K filed with the Securities and Exchange Commission on November 9, 2012.

In December 2012, we issued unsecured convertible notes in the amount of $76,000, due June 2013, with interest at 12% per anum. The note is convertible, at the discretion of the holder into our common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, we issued warrants to purchase 76,000 shares of our common stock at an exercise price of $1.00 per share. The warrants expire in December 2014.

On December 7, 2012, we issued a warrant to purchase 100,000 shares of our common stock at an exercise price of $1.59 per share as a fee for services to a company that is owned by our Chief Executive Officer. The warrant expires on December 7, 2015.

On December 14, 2012, we issued 200,000 shares of our common stock to our Chairman of the Board and issued warrants to purchase 10,000 shares of our common stock at an exercise price of a $1.00 per share, pursuant to his director agreement. The warrant expires on December 14, 2017.

On December 14, 2012 we issued 47,392 shares of our common stock for consulting services and issued a warrant to purchase 1,800 shares of our common stock at an exercise price of $1.00 per share. The warrants expire on December 14, 2017.

On December 28, 2012, we issued our Chief Executive Officer an unsecured convertible note in the amount of $5,000, due June 28, 2013, with interest at 12% per anum. The note is convertible, at the discretion of the holder into our common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, we issued a warrant, to our Chief Executive Officer to purchase 5,000 shares of our common stock at an exercise price of $1.00 per share. The warrant expires on December 28, 2014.

On December 31, 2012, we issued 100,000 shares of our common stock to employees as compensation for services under the Plan.

During the quarter ended December 31, 2012 we issued an aggregate of 194,445 shares of our common stock as compensation for consulting services.

All shares and related securities, as described above, were issued in reliance on the exemption under Section 4(2) of the Securities Act of 1934, as amended (the "Securities Act"). These shares of our common stock qualified for exemption under Section 4(2) since the issuance shares by us did not involve a public offering. In addition, the recipients had the necessary intent as required by Section 4(2) since they agreed to and received share certificates bearing a legend stating that such shares are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these shares would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(2) of the Securities Act for this transaction.

ITEM 6. SELECTED FINANCIAL DATA

We are not required to provide the information required by this Item because we are a smaller reporting company.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the results of operations and financial condition for the year ended December 31, 2012 and 2011 should be read in conjunction with our consolidated financial statements and the notes to those consolidated financial statements that are included elsewhere in this Form 10-K. Our discussion includes forward-looking statements based upon current expectations that involve risks and uncertainties, such as our plans, objectives, expectations and intentions. Actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of a number of factors. See "Forward-Looking Statements."

Overview

Car Charging Group, Inc. (formerly New Image Concepts, Inc.) was created as a result of a merger (Reverse Merger) on December 7, 2009, with Car Charging, Inc. New Image Concepts Inc. was a development stage entity with the intention of providing personal consultation services to the general public. Car Charging Inc. was formed on September 8, 2009 to develop a market to service electric vehicle charging. We are establishing a comprehensive network of EV charging stations that delivers easy, convenient access to drivers wherever they live, work and play. The charging stations are installed, maintained and owned by the Company and they are provided at no cost to the business/property owner "partner." The use of the stations is not anticipated in any significant volume until sometime after the fourth quarter of 2013, when it is anticipated automobile manufacturers are scheduled to mass produce and sell electric vehicles to the public.

To date, the Company's operations have been devoted primarily to raising capital for operations, entering into contracts with property owner/operators (the "Provider Agreements) and administrative functions. The Company has grown through internal development and selected acquisitions. During 2012, the Company installed 157 charging units at 113 locations pursuant to the terms of its Provider Agreements. The ability of the Company to achieve its business objectives, however, is contingent upon its success in raising additional capital until adequate revenues are realized from operations. Therefore, no substantial revenue or profit is anticipated in the near or foreseeable future.

During 2011, the Company increased its funding by $2,499,999 through additional private sales of its common stock.

During 2012, the Company raised $2,382,303 in capital, net of issuance costs, through private sales of common stock and its Series B Convertible Preferred Stock and issued $296,000 of convertible notes.

By December 31, 2012, the Company had entered into contracts to provide charging services on third party premises, "Provider Agreements", with 58 entities and completed installation of 263 charging units ("EV Devices").

The Company generally acquires charging stations from Coulomb Technologies Inc., but consistent with its policy and business plan, continuously reviews the availability of acquiring EV Devices from other manufacturers.

The Company's business plan anticipates that significant capital will be needed during 2013 and 2014 to continue building our network of charging stations throughout the United States and the integration of our new acquisitions during the first quarter of 2013. Accordingly, the amount of new capital needed will vary depending on several significant factors that include quantity of electric vehicle sales, gasoline prices, success of the Company's Provider Agreement program, vigorously seeking governmental grants, rebates, subsidies and equipment manufacturer incentives, cost of EV's and the Company's continued acceptance by the capital markets.

Pursuant to our business plan, to stimulate growth, control cash-flow and minimize costs, the Company has implemented a policy of both acquiring leads to property owners for Provider Agreements through independent contractors and the utilization of in-house personnel in pursuit of Provider Agreements. Company executives accordingly, are employed to close and maintain Provider Agreements and relationships, in addition to those who coordinate installations and operations of EV charging stations.

Wherever possible, the Company has adopted a policy of issuing warrants and stock to avoid cash compensation expenses and encourage stock sales (subscriptions). These warrant transactions can result in significant non-cash compensation charges and other non-cash charges that are generally reflected in the consolidated financial statements as "non cash compensation", "general and administrative" "compensation" or as "change in fair value" in the statements of operations and cash flow.

The Company evaluates its convertible debt, warrants or other contracts to determine if those contracts or embedded components of those contracts qualify as derivatives to be separately accounted for in accordance with paragraph 810-10-05-4 of the FASB Accounting Standards Codification and paragraph 815-40-25 of the FASB Accounting Standards Codification. The result of this accounting treatment is that the fair value of the embedded derivative is marked-to-market each balance sheet date and recorded as a liability. In the event that the fair value is recorded as a liability, the change in fair value is recorded in the Statement of Operations as other income or expense. Upon conversion or exercise of a derivative instrument, the instrument is marked to fair value at the conversion date and then that fair value is reclassified to equity.

In March 2011, agreements between the Company and the note holders to fix the conversion rate stated in the convertible notes effectively removed the embedded derivative from the convertible notes. Accordingly, as future conversions were no longer subject to reset, the derivative liability related to the notes was adjusted to $0 and the Company recognized a gain on the change in value of the derivative liability of $2,701,894 upon execution.

In October 2011, the Company executed an agreement with the warrant holders which eliminated the reset feature of these warrants. As a result, the derivative liability associated with the reset is no longer present and the Company recognized a gain on the change in value of derivative liability of $786,721.

We did not issue any instruments with embedded derivatives during 2012.

Recent Financings

Sale of Preferred Stock

On February 6, 2012, we entered into a stock purchase agreement to sell 1,000,000 shares of Series B Convertible Preferred stock at per share price of $1.00, resulting in gross proceeds to us of $1,000,000, before deducting offering expenses. Simultaneously with the issuance of the original 1,000,000 Series B Convertible Preferred shares, the purchaser was entitled to receive two percent (2%) of the issued and outstanding common stock of CarCharging Limited (a subsidiary formed September 2012) in exchange for consulting services for developing business relationships and obtaining charging station locations in Romania.

2012 Private Placements

On February 27, 2012, we entered into a stock purchase agreement for 500,000 shares of common stock in exchange for proceeds of $500,000.

On October 25, 2011 and November 14, 2012, we entered into definitive agreements with investors to sell in a private placement an aggregate of 525,000 shares of our common stock and warrants to purchase 525,000 shares of our common stock at a purchase price of $1.00 per unit, resulting in gross proceeds to us of $525,000. The warrants are exercisable at an exercise price of $2.25 per share and expire three years from the date of issuance.

Convertible Notes

On September 14, 2012, the Company issued an unsecured $65,000 convertible note payable, which bears interest at 12% per anum and is due with accrued interest on March 14, 2013. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, the Company issued a warrant to purchase 65,000 shares of the Company's common stock at an exercise price of $1.00 per share. The warrant expires on September 14, 2014.

In October 2012 we issued convertible notes in the aggregate amount of $150,000 secured by all of our assets due April 2013 with interest at 12% per anum. The note is convertible, at the discretion of the holders into our common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. . In conjunction with the issuance of the notes, we issued warrants to purchase 150,000 shares of our common stock at an exercise price of $1.00 per share. The warrants expire in October 2015.

In December 2012, we issued unsecured convertible notes in the amount of $76,000, due June 2013, with interest at 12% per anum. The note is convertible, at the discretion of the holders into our common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, we issued warrants to purchase 76,000 shares of our common stock at an exercise price of $1.00 per share. The warrants expire on December 2014.

Results of Operations

Comparison of the years ended December 31, 2012 and December 31, 2011

Revenues

We have generated revenues of $16,743 from service fees related to installed EV Charging Stations for the year ended December 31, 2012 as compared to $2,799 in service fees for the year ended December 31, 2011. While the Company's primary strategy is to earn revenue through the installation and maintenance of EV Charging Stations, the Company will sell EV Charging Stations on occasions when the opportunity presents itself. During the year ended December 31, 2012, we sold 69 EV charging stations to a customer for a total price of $235,726 and at a gross profit of $41,670. During the year ended December 31, 2011, we sold seven EV charging stations to a customer for a total price of $59,490 and at a loss of $1,340. Additionally, we received a grant and a rebate totaling $59,988 to defray the cost of equipment and installation of 13 charging stations during 2012 from two governmental entities. The rebate and grant are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. As a result we amortized $5,595 into revenue during the year ended December 31, 2012. We intend to vigorously seek additional grants, rebates, subsidies and equipment manufacturer incentives as a cost effective means of reducing our capital investment in the purchase and installation of charging stations. We did not derive any revenue from grants or rebates in 2011.

Operating Expenses

Operating expenses selling, marketing and advertising, payroll, administrative, finance and professional expenses. Certain expenses incurred in the year ended December 31, 2011 have been reclassified to conform with the 2012 presentation.

Compensation expense increased by $1,618,037 from $760,276 for the year ended December 31, 2011 to $2,378,313 for the year ended December 31, 2012. The increase was attributable to higher payroll costs as a result of hiring a Chief Operating Officer and controller, the hiring of additional employees to support the growth in the number of EV charging installations and higher non-cash compensation costs as a result of the issuance of warrants, share of common stock and options to employees.

Other operating expenses increased by $116,780 from $430,573 for the year ended December 31, 2011 to $547,343 for the year ended December 31, 2012. The increase was attributable to an increase in travel expenses as a result of the increase in the number of EV charging station installations offset by a decrease in rent expense due to the accrued sublease liability from which the landlord of the building released us from liability.

General and administrative expenses decreased by $577,001 from $2,898,198 for the year ended December 31, 2011 to $2,321,197 for the year ended December 31, 2012. The decrease was primarily as a result of a decrease in non-cash outside consulting expenses during the year ended December 31, 2012.

Operating Loss

Our operating loss for the year ended December 31, 2012 increased by $1,088,086 from $4,088,805 for the year ended December 31, 2011 to $5,176,891 for the year ended December 31, 2012. The increase was attributable to an increase in compensation and other operating expenses offset by a decrease in general and administrative expenses and an increase in gross profit.

Other Income (Expense)

Other income (expense) decreased by $3,061,449 from income of $2,948,730 for the year ended December 31, 2011 to other expense of $112,719 for the year ended December 31, 2012. The decrease was attributable to a one-time gain of $3,488,615 from the change in fair value of a derivative liability offset by a loss on exchange of warrants for shares of common stock of $485,000; both in 2011 offset by the amortization of debt discount of $103,442 associated with convertible notes issued in 2012.

Net Loss

Our net loss for the year ended December 31, 2012 increased by $4,149,535 to $5,289,610 as compared to a net loss of $1,140,075 for the year ended December 31, 2011. The increase was attributable to a net increase in operating expenses of $1,146,816, an increase in other expenses of $3,061,449 offset by an increase in gross profit of $58,730.

Period from September 3, 2009 (date of inception) through December 31, 2012

Our cumulative net loss since inception, $18,940,427, including non-cash charges of $11,740,357 (which includes the fair value of warrants, options and common stock issued for services and compensation) primarily consisting of consulting, professional fees and public relations fees is attributable to the fact that we have not derived significant revenues from our operations to offset our business development expenses. Although auto manufacturers have initiated EV sales in the United States and that year over year increases in the number of Plug-in Electric Vehicles sold from 2012 to 2013 should lead to production of greater revenues, manufacture and demand of electric vehicles that will require utilization of the Company's services, the demand is not anticipated to be widespread until after the fourth quarter of 2013; this gives the Company adequate time to develop its distribution plan and additional capital sources.

Liquidity and Capital Resources

During 2012, we have financed our activities from sales of our capital stock and from loans from unrelated and related parties. A significant portion of the funds raised from the sale of capital stock has been used to cover working capital needs such as personnel, office expenses and various consulting and professional fees.

For the years ended December 31, 2012 and 2011, we used cash of $2,312,346 and $2,000,493 for operations, respectively, and $6,180,559 since inception. Such cash use and accumulated losses have resulted primarily from costs related to various personnel, consulting and professional fees. During the year ended December 31, 2012, cash used for investing activities consisted of $751,648 for purchases of electric vehicle charging stations, an automobile, domain names and office equipment as compared with $466,515 for the year ended December 31, 2011. Cash provided by financing activities for the year ended December 31, 2012 was $2,670,551 of which $1,482,303 was from the sale of shares of our common stock, net of issuance costs, and $900,000 from the sale of shares of our preferred stock, net of issuance costs and $296,000 from the issuance of convertible notes as compared to $2,499,999 provided by net proceeds from the sale of shares of our common stock for the year ended December 31, 2011. The net decrease in cash during the year ended December 31, 2012 was $393,443 as compared with a net increase of $32,991 for the year ended December 31, 2011.

Since inception, we have used cash for investing activities of $1,409,621 for the purchase of EV charging stations, office and computer equipment, an automobile and other assets. We have received cash provided by financing activities of notes payable of $396,000, and $7,215,348, net of issuance costs, primarily from sales of shares of our common and Series B Convertible Preferred stock.

At December 31, 2012, the Company had $13,416 in cash resources to meet current obligations. Although there can be no assurance, management believes that the Company has sufficient resources to fund the Company's operations through at least December 31, 2013.

Subsequent Events

Beam Acquisition

On February 26, 2013, the Company, entered into an equity exchange agreement (the "Exchange Agreement") by and among the Company, Beam Acquisition LLC, a Nevada limited liability company and wholly-owned subsidiary of the Company ("Beam Acquisition"), Beam Charging LLC, a New York limited liability company ("Beam"), and Manhattan Charging LLC, a New York limited liability company ("Manhattan Charging"), Eric L'Esperance ("L'Esperance"), and Andrew Shapiro ("Shapiro" and together with Manhattan Charging, L'Esperance and the individual members of Manhattan Charging LLC, the "Beam Members"). The Company had previously entered into an agreement, dated December 31, 2012, (the "Initial Agreement") with Beam Acquisition and Manhattan Charging, pursuant to which Beam Acquisition acquired all of the outstanding membership interests in Beam in exchange for 1,265,822 restricted shares (the "Exchange Shares") of the Company's common stock, par value $0.001 (the "Common Stock"). In the Exchange Agreement, the Company, through Beam Acquisition, further identified the specific terms under which it acquired all of the outstanding membership interests of Beam and Beam became a wholly owned subsidiary of Beam Acquisition (the "Equity Exchange").

As part of the Equity Exchange, the Company made a payment of $500,000 to Manhattan Charging, of which an aggregate amount of $461,150 was issued in the form of promissory notes (the "Promissory Notes"). The Promissory Notes accrue interest at a rate of 6% per annum on the aggregate principal amount, payable on April 15, 2013 (the "Maturity Date"). As a security for the Promissory Notes, the Company entered into a security agreement granting the Beam Members a first priority security interest in all the assets of Beam (the "Security Agreement") and a pledge and security agreement granting the Beam Members a first priority security interest in all of the equity interest in Beam (the "Pledge and Security Agreement"). In connection with the event of default under the Promissory Notes, the Company entered into an escrow agreement (the "Escrow Agreement") by and among the Company, Beam Acquisition, Beam, the Beam Members, the Law Office of Samuel A. Tversky P.C. ("Tversky"), and the Bernstein Law Firm ("Bernstein" each of Tversky and Bernstein an "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, each of the Beam Members delivered to Bernstein an executed cancellation letter in connection with the transactions contemplated by the Exchange Agreement (the "Cancellation Letters"); Beam Acquisition delivered to Tversky a fully executed assignment of all ownership interest in Beam (the "Assignment of Beam Membership Interest"); and the Company, Beam Acquisition, and Beam delivered to Tversky an executed confession of judgment, to be held in escrow pursuant to the terms of the Escrow Agreement.

In conjunction with the Equity Exchange, the Company entered into an Assignment of Promissory Note (the "Note Assignment") with certain assignors (the "Assignors"), pursuant to which the Assignors sold to the Company two certain secured promissory notes (the "Notes") totaling an aggregate principal amount of $130,000. In connection with the Note Assignment, the Company entered into an Amendment to Promissory Note (the "Note Amendment"). Pursuant to the Note Amendment, the Notes held by the Company accrue interest at a rate of 8% per annum on the aggregate principal amount, payable on February 26, 2016. The Notes are secured by a lien on and continuing security interest in all of the Beam assets as described in the Note Amendment.

Synapse Acquisition

On April 3, 2013 (the "Closing Date"), the Company, entered into an equity exchange agreement (the "Exchange Agreement") by and among the Company, EV Pass, LLC, a New York limited liability company ("EV Pass") and Synapse Sustainability Trust, Inc., a New York non-profit corporation ("Synapse") pursuant to which the Company acquired from Synapse (i) all of the outstanding membership interests in EV Pass; (ii) the right to operate, maintain and receive revenue from 68 charging stations located throughout Central New York State ("CNY") in exchange for 671,141 shares (the "Exchange Shares") of the Company's common stock, par value $0.001 (the "Common Stock"); and (iii) title to the registered trademark "EV Pass" (the "Equity Exchange").

As part of the Equity Exchange, the Company made a payment of $100,000 to Synapse, of which $25,000 was paid on the Closing Date and $75,000 was issued in the form of a promissory note (the "Promissory Note"). The Promissory Note does not bear interest and is payable in three installment payments of $25,000 on each subsequent three month anniversary of the Closing Date.

On the Closing Date, the parties also executed (i) a Revenue Sharing Agreement wherein the Company agreed to pay Synapse 3.6% of the net revenues earned from all current and future charging units installed at any of the 68 CNY locations and (ii) a Bleed-Out Agreement pursuant to which Synapse agreed to limit its total daily trading of the Common Stock to no more than 5% of the total daily trading volume of the Company's shares.

Financing

On March 22, 2013, the Company completed a financing, under a private offering by entering into a Subscription Agreement (the "Subscription Agreement") with certain investors (the "Investors") for total gross proceeds to the Company of $2,495,000. Pursuant to the Subscription Agreement, the Company issued (i) an aggregate of 4,590,000 of our Common Stock (the "Financing Shares") at a purchase price of $0.50 per share, and (ii) warrants (the "Warrants") to purchase 4,590,000 shares of the Company's Common Stock (the "Warrant Shares") at an exercise price of $2.25 per share

Warrants

The Warrants are exercisable for an aggregate of 4,590,000 shares of the Company's Common Stock. The Warrants are exercisable for a period of three years from the original issue date. The exercise price with respect to the Warrants is $2.25 per share. The exercise price for the Warrants is subject to adjustment upon certain events, such as merger, combinations, dividends, reclassifications or other corporate change and dilutive issuances.

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).

Critical Accounting Policies

a. Basis of presentation

The Company's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

b. Development stage company

The Company is a development stage company as defined by ASC 915-10 "Development Stage Entities." The Company is still devoting substantially all of its efforts on establishing the business and developing revenue generating opportunities through its planned principal operations. In the latter half of 2011, the Company's principal sales operations began however the Company did not recognize significant revenues during the period. All losses accumulated since inception have been considered as part of the Company's development stage activities.

c. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

d. Discount on debt

The Company allocated the proceeds received from convertible debt instruments between the underlying debt instruments and has recorded the conversion feature as a liability in accordance with paragraph 815-15-25-1 of the FASB Accounting Standards Codification. The conversion feature and certain other features that are considered embedded derivative instruments, such as a conversion reset provision have been recorded at their fair value within the terms of paragraph 815-15-25-1 of the FASB Accounting Standards Codification as its fair value can be separated from the convertible note and its conversion is independent of the underlying note value. The conversion liability is marked to market each reporting period with the resulting gains or losses shown on the Statement of Operations.

e. Derivative instruments

The Company evaluates its convertible debt, warrants or other contracts to determine if those contracts or embedded components of those contracts qualify as derivatives to be separately accounted for in accordance with paragraph 810-10-05-4 of the FASB Accounting Standards Codification and paragraph 815-40-25 of the FASB Accounting Standards Codification. The result of this accounting treatment is that the fair value of the embedded derivative is marked-to-market each balance sheet date and recorded as a liability. In the event that the fair value is recorded as a liability, the change in fair value is recorded in the Statement of Operations as other income or expense. Upon conversion or exercise of a derivative instrument, the instrument is marked to fair value at the conversion date and then that fair value is reclassified to equity.

In circumstances where the embedded conversion option in a convertible instrument is required to be bifurcated and there are also other embedded derivative instruments in the convertible instrument that are required to be bifurcated, the bifurcated derivative instruments are accounted for as a single, compound derivative instrument.

The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period. Equity instruments that are initially classified as equity that become subject to reclassification are reclassified to liability at the fair value of the instrument on the reclassification date. Derivative instrument liabilities will be classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument is expected within 12 months of the balance sheet date.

f. Fair value of financial instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.

Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.

Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data.

The carrying amounts of the Company's financial assets and liabilities, such as cash, prepaid expenses, accounts payable and accrued expenses, approximate their fair values because of the short maturity of these instruments. The Company's notes payable approximates the fair value of such instruments based upon management's best estimate of interest rates that would be available to the Company for similar financial arrangement at December 31, 2012.

The Company has no other assets or liabilities measured at fair value on a recurring basis.

g. Revenue recognition

The Company applies paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company will recognize 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 product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

h. Stock-based compensation for obtaining employee services

The Company accounts for equity instruments issued to employees and directors pursuant to paragraphs 718-10-30-6 of the FASB Accounting Standards Codification, whereby all transactions in which services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more readily measurable. The measurement date used to determine the fair value of the equity instrument issued is the earlier of the date on which the performance is complete or the date on which it is probably that performance will occur.

The Company's policy is to recognize compensation cost for awards with service conditions and when applicable a graded vesting schedule on a straight-line basis over the requisite service period for the entire award.

i. Equity instruments issued to parties other than employees for acquiring goods or services

The Company accounts for equity instruments issued to parties other than employees for acquiring goods or services under guidance of section 505-50-30 of the FASB Accounting Standards Codification ("FASB ASC Section 505-50-30"). Pursuant to FASB ASC Section 505-50-30, all transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date used to determine the fair value of the equity instrument issued is the earlier of the date on which the performance is complete or the date on which it is probable that performance will occur.

Recently Issued Accounting Pronouncements

There have been no accounting pronouncements or changes in accounting pronouncements during the year ended December 31, 2012 that are expected to have a material impact on the Company's financial position, results of operations or cash flows. Accounting pronouncements that became effective during the year ended December 31, 2012 did not have a material impact on disclosures or on the Company's financial position, results of operations or cash flows.

A variety of proposed or otherwise potential accounting standards are currently under study by standard-setting organizations and various regulatory agencies. Because of the tentative and preliminary nature of these proposed standards, management has not determined whether implementation of such proposed standards would be material to our consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are not required to provide the information required by this Item because we are a smaller reporting company.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Car Charging Group, Inc. and Subsidiaries
(A development stage company)

We have audited the accompanying consolidated balance sheets of Car Charging Group, Inc. and Subsidiaries, a development stage company, (the "Company") as of December 31, 2012 and 2011 and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for each of the years in the two-year period ended December 31, 2012 and for the period from inception (September 3, 2009) to December 31, 2012. Car Charging Group, Inc and Subsidiaries' management is responsible for these consolidated financial statements. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. The consolidated financial statements for the period from inception (September 3, 2009) to December 31, 2009, were audited by other auditors and our opinion, in so far as it relates to cumulative amounts included for such prior periods, is based solely on the report of other such auditors.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated 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 audits 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 purposes of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, based on our audits and the report of other auditors, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Car Charging Group, Inc. and Subsidiaries as of December 31, 2012 and 2011 and the results of its operations and its cash flows for each of the years in the two-year period then ended, and for the period from inception (September 3, 2009) to December 31, 2012, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company had an accumulated deficit at December 31, 2012, and had a net loss and net cashed used in operations for the period from September 3, 2009 (inception) through December 31, 2012. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

/s/ Goldstein Schechter Koch P.A.
Goldstein Schechter Koch P.A.

April 16, 2013
Coral Gables, Florida

CAR CHARGING GROUP, INC.
(A Development Stage Company)
Consolidated Balance Sheets

	DECEMBER 31, 2012	DECEMBER 31, 2011
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 13,416	$ 406,859
Deposits and advanced commissions	300,750	178,694
Prepaid expenses and other current assets	357,312	157,258
Total current assets	671,478	742,811
OTHER ASSETS:		
EV Charging stations, net of accumulated depreciation of $363,918 and $129,554, respectively	960,234	544,898
Automobile, net of accumulated depreciation of $15,292 and $0, respectively	99,400	--
Office and computer equipment, net of accumulated depreciation of $26,604 and $14,810, respectively	36,717	35,857
Total fixed assets, net	1,096,351	580,755
DEPOSITS	42,265	--
OTHER ASSETS	232,727	--
TOTAL ASSETS	$ 2,042,821	$ 1,323,566
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 547,874	$ 365,113
Accrued interest-related party	5	40
Convertible notes-related party, net of discount of $4,918 and $0, respectively	82	3,750
Convertible notes payable-net of discount of $168,567 and $0, respectively	122,433	--
Current portion of deferred revenue	19,996	--
Current portion of deferred rent	9,731	--
Current portion of notes payable	12,105	--
TOTAL CURRENT LIABILITIES	712,226	368,903
DEFERRED REVENUE	34,747	--
DEFERRED RENT	20,445	--
NOTE PAYABLE	44,836	--
TOTAL LIABILITIES	812,254	368,903
STOCKHOLDERS' EQUITY:		
Series A Convertible Preferred stock, par value $.001 per share; 10,000,000 shares issued and outstanding at December 31, 2012 and 2011, respectively	10,000	10,000
Series B Convertible Preferred stock, par value $0.001 per share; 1,000,000 and 0 shares issued and outstanding at December 31, 2012 and 2011, respectively	1,000	-
Common stock, par value $.001 per share; 500,000,000 shares authorized; 42,434,705 and 37,384,414 shares issued and outstanding at December 31, 2012 and 2011, respectively	42,435	37,384
Additional paid-in capital	20,117,559	15,557,096
Deficit accumulated during the development stage	(18,940,427)	(13,650,817)
Stock subscriptions receivable	--	(999,000)
TOTAL STOCKHOLDERS' EQUITY	1,230,567	954,663
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 2,042,821	$ 1,323,566

The accompanying notes are an integral part of these financial statements.

CAR CHARGING GROUP, INC.
(A Development Stage Company)
Consolidated Statements of Operations

	For the Year Ended DECEMBER 31, 2012	For the Year Ended DECEMBER 31, 2011	For the Period from September 3, 2009 (Inception) to December 31, 2012
Revenue:			
Service Fees	$ 16,743	$ 2,799	$ 19,542
Grant and rebate revenue	5,595	-	5,595
Sales	235,726	59,490	295,216
TOTAL REVENUE	258,064	62,289	320,353
Costs:			
Cost of Services	5,036	1,217	6,253
Cost of Sales	194,056	60,830	254,886
TOTAL COSTS	199,092	62,047	261,139
GROSS PROFIT	58,972	242	59,214
Operating expenses:			
Compensation	2,367,313	760,276	11,223,753
Other Operating expenses	547,353	430,573	1,278,676
General and administrative	2,321,197	2,898,198	6,053,605
TOTAL OPERATING EXPENSES	5,235,863	4,089,047	18,556,034
LOSS FROM OPERATIONS	(5,176,891)	(4,088,805)	(18,496,820)
Other income (expense):			
Interest expense, net	(9,278)	(18,500)	(63,998)
Amortization of discount on convertible debt	(103,441)	(36,385)	(139,826)
Loss on exchange of warrants for stock	--	(485,000)	(485,000)
ain on change in fair value of derivative liability	--	3,488,615	245,217
TOTAL OTHER INCOME (EXPENSE)	(112,719)	2,948,730	(443,607)
Loss before income taxes	(5,289,610)	(1,140,075)	(18,940,427)
Income tax provision	-	-	-
NET LOSS	$ (5,289,610)	$ (1,140,075)	$ (18,940,427)
Net loss per common share - basic & diluted	$ (0.13)	$ (0.05)	
Weighted average number of common shares outstanding - basic & diluted	40,332,688	23,898,637	

The accompanying notes are an integral part of these financial statements.

CAR CHARGING GROUP, INC.
(A Development Stage Company)
Consolidated Statements of Stockholders' Equity (Deficit)

	Preferred - A Shares	Preferred -A Amount	Preferred -B Shares	Preferred -B Amount	Common Shares	Common Amount	Additional Paid-in Capital	Deficit Accumulated during the Development Stage	Stock Subscriptions Receivable	Total Stockholders Equity (Deficit)
Balance at September 3, 2009 (Inception)	-	$ -	-	-	$ 1,000,000	$ 50,000	$ (50,000)	$ -	$ -	$ -
Reverse acquisition adjustment	10,000,000	10,000			395,150	19,758	(70,515)			(40,757)
Sale of common (net of derivative liability of warrants $586,535)					61,333	3,067	295,398			298,465
Effect of 1:50 reverse split						(71,369)	71,369			-
Net loss								(6,801,183)		
Balance at December 31, 2009	10,000,000	$ 10,000	-	-	$ 1,456,483	$ 1,456	$ 246,252	$ (6,801,183)	$ -	$ (6,543,475)
Common stock issued for debt to founders					92,000	4,600				4,600
Common stock issued for services					21,167	1,058	432,441			433,499
Common stock issued for conversion of convertible notes (net of derivative liability for conversion feature of $552,872)					120,000	6,000	561,872			567,872
Sale of common stock with warrants attached (net of derivative liability on 3,833 warrants of $75,839)					3,834	191	(18,531)			(18,340)
Common stock issued for cash					103,333	5,167	1,385,380			1,390,547
Warrants issued for services							6,995,084			6,995,084
Effect of 1:50 reverse split						(16,675)	16,675			-
Net loss 2010								(5,709,559)		(5,709,559)
Balance at December 31, 2010	10,000,000	$ 10,000	-	-	$ 1,796,817	$ 1,797	$ 9,619,173	$ (12,510,742)	$ -	$ (2,879,772)
Common stock issued for conversion of convertible notes and accrued interest					32,708,544	32,709	52,982			85,691
Common stock issued in exchange for										

extinguishment of warrants					565,000	565	484,435			485,000
Common stock issued for settlement of accounts payable					17,482	17	24,983			25,000
Common stock issued in connection with debt issuance					5,000	5	5,995			6,000
Common stock issued for services					458,238	458	701,042			701,500
Sales of common stock					1,833,333	1,833	3,497,166		(999,000)	2,499,999
Warrants issued for services							1,171,320			1,171,320
Net loss 2011								(1,140,075)		(1,140,075)
Balance at December 31, 2011	10,000,000	$ 10,000	-	-	$ 37,384,414	$ 37,384	$ 15,557,096	$ (13,650,817)	$ (999,000)	$ 954,663
Sale of common stock					2,075,000	2,075	481,228		999,000	1,482,303
Issuance of Preferred Shares			1,000,000	1,000			899,000			900,000
Common stock issued for conversion of convertible notes and accrued interest					1,529,036	1,529	2,294			3,823
Common stock issued for compensation and services					1,171,255	1,172	1,595,141			1,596,313
Common stock issued for director compensation					275,000	275	461,975			462,250
Warrants issued for compensation and services							843,899			843,899
Warrants issued with convertible debt							276,926			276,926
Net loss								(5,289,610)		(5, 289,610)
Balance at December 31, 2012	10,000,000	$ 10,000	1,000,000	$ 1,000	42,434,705	$ 42,435	$20,117,559	$(18,940,427)	$ -	$ 1,230,567

The accompanying notes are an integral part of these financial statements.

CAR CHARGING GROUP, INC.
(A Development Stage Company)
Consolidated Statements of Cash Flows

	For the Year Ended December 31, 2012	For the Year Ended December 31, 2011	For the Period from September 3, 2009 (Inception) to December 31, 2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Loss	$ (5,289,610)	$ (1,140,075)	$ (18,940,427)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	268,499	133,371	418,485
Amortization of discount on convertible notes payable	103,441	36,365	173,607
Loss on common stock issued in exchange for extinguishment of warrants	-	485,000	485,000
Gain on change in fair value of derivative liability	-	(3,488,615)	(245,217)
Warrants issued for compensation and services	843,899	-	843,899
Common stock and warrants issued for services and incentive fees	1,565,625	1,872,820	10,896,458
Changes in operating assets and liabilities:			
Inventory	-	-	(72,768)
Advanced commissions	(128,500)	(92,250)	(300,750)
Deposits	(35,821)	(8,440)	(33,957)
Prepaid expenses and other current assets	92,403	(81,602)	(67,203)
Accounts payable and accrued expenses	182,834	285,681	572,910
Deferred rent	30,176	-	30,176
Deferred revenue	54,743	-	54,743
Accrued interest-related party	(35)	(2,748)	4,485
Net Cash Used in Operating Activities	(2,312,346)	(2,000,493)	(6,180,559)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of office and computer equipment	(12,653)	(14,300)	(63,321)
Purchase of automobile	(50,000)	-	(50,000)
Purchase of electric charging stations, net	(649,700)	(452,215)	(1,257,005)
Purchase of other assets	(39,295)	-	(39,295)
Net Cash Used in Investing Activities	(751,648)	(466,515)	(1,409,621)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from notes payable	296,000	-	396,000
Proceeds from sale of preferred stock	900,000	-	900,000
Sale of common stock, net of issuance costs	1,482,303	2,499,999	6,315,348
Payment of notes payable	(7,752)	-	(7,752)
Net Cash Provided by Financing Activities	2,670,551	2,499,999	7,603,596
NET INCREASE (DECREASE) IN CASH	(393,443)	32,991	13,416
CASH AT THE BEGINNING OF PERIOD	406,859	373,868	-
CASH AT END OF PERIOD	$ 13,416	$ 406,859	$ 13,416
SUPPLEMENTAL SCHEDULE OF CASH FLOW ACTIVITIES			
Cash Paid For:			
Interest expenses	$ 2,035	$ -	$ 2,035
Income taxes	$ -	$ -	$ -
NONCASH INVESTING AND FINANCING ACTIVITIES			
Common stock issued for debt and accrued interest	$ 3,823	$ 6,000	$ 577,695
Beneficial conversion feature of notes payable and related warrants issued	$ 276,926	$ -	$ 276,926
Inventory reclassified to electric car charging stations	$ -	$ -	$ 72,768
Issuance of warrants in consideration of equity investment	$ 273,697		$ 273,697
Debt and accrued interest converted to common stock	$ -	$ 85,691	$ 100,691
Common stock issued for settlement of accounts payable	$ -	$ 25,000	$ 25,000
Note payable for purchase of automobile	$ 64,693	$ -	$ 64,693

The accompanying notes are an integral part of these financial statements.

1. ORGANIZATION

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 November 20, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

Car Charging, Inc., was incorporated as a Delaware corporation on September 3, 2009. Car Charging Inc. was created to develop electric charging service facilities for the electric vehicle (EV) automobile market. Pursuant to its business plan, Car Charging Inc. (or its affiliates) acquires and installs 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. Additionally, the Company sells hardware to others. Car Charging, Inc., therefore, enters into individual arrangements for this purpose with various property owners, which may include, cities, counties, garage operators, hospitals, multi-family properties, shopping-malls and facility owner/operators.

During February, 2011, the Shareholders and Board of Directors authorized a decrease of our issued and outstanding common stock, in the form of a reverse stock-split, on a one-for-fifty (1:50) basis (the "Reverse Stock-Split"). There was no change to the authorized amount of shares or to the par value. All share and per share amounts included in the consolidated financial statements have been adjusted to reflect the effects of the Reverse Stock-Split.

Merger

On December 7, 2009, CCGI entered into a Share Exchange Agreement (the "Agreement") among CCGI and Car Charging, Inc. ("CCI")

Pursuant to the terms of the Agreement, CCGI agreed to issue an aggregate of 10,000,000 restricted shares of CCGI's common stock and 10,000,000 shares of its Series A Convertible Preferred Stock to the CCI Shareholders in exchange for all of the issued and outstanding shares of CCI.

The merger was accounted for as a reverse acquisition and recapitalization. CCI is the acquirer for accounting purposes and CCGI is the issuer. Accordingly, CCGI's historical financial statements for periods prior to the acquisition become those of the acquirer retroactively restated for the equivalent number of shares issued in the merger. Operations prior to the merger are those of CCI. From inception on September 3, 2009 until the merger date, December 7, 2009, CCI had minimal operations with no revenues. Earnings per share for the period prior to the merger are restated to reflect the equivalent number of shares outstanding.

The consolidated financial statements consist of CCGI and its wholly-owned subsidiaries, collectively referred to herein as the "Company" or "Car Charging." All intercompany transactions and balances have been eliminated in consolidation.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for financial statements and with the rules and regulations of the United States Securities and Exchange Commission ("SEC") for Form 10-K.

DEVELOPMENT STAGE COMPANY

The Company is a development stage company as defined by ASC 915-10 "*Development Stage Entities*." The Company is still devoting substantially all of its efforts on establishing the business and developing revenue generating opportunities through its planned principal operations. In the latter half of 2011, the Company's principal sales operations began however the Company did not recognize significant revenues during the period. All losses accumulated since inception have been considered as part of the Company's development stage activities.

LIQUIDITY

Historically, the Company has been dependent on debt and equity raised from individual investors to sustain its operations. The Company's product has not been placed in enough locations nor have a sufficient number of plug-in electric vehicles been sold that utilize public charging stations to generate significant revenue. The Company has incurred losses and used cash for operating activities since inception. As of December 31, 2012, the Company had an accumulated deficit of $18,940,427. These conditions raise substantial doubt about its ability to continue as a going concern. Management plans include seeking additional equity investments, sale of energy tax credits, and institution of a cost reduction plan. The accompanying consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities as of the date of the financial statements and reporting period. Accordingly, actual results could differ from those estimates.

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents in both the Consolidated Balance Sheets and Consolidated Statement of Cash Flows. The Company has cash on deposits in several financial institutions which, at times, may be in excess of FDIC insurance limits. Management has deemed this a normal business risk.

EV CHARGING STATIONS

EV Charging Stations represents the depreciable cost of charging devices that have been installed on the premises of participating owner/operator properties. They are stated at cost less accumulated depreciation. Depreciation is provided on the straight-line basis over an estimated useful life of three years. Upon sale, replacement or retirement, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in the Consolidated Statements of Operations. All purchases of EV charging stations from inception to December 31, 2012 have been from a single vendor. The Company believes that there are other vendors in the marketplace that could supply the Company with comparable EV charging stations at comparable prices and terms. The Company held approximately $218,000 and $185,000 in EV charging stations that were not placed in service as of December 31, 2012 and December 31, 2011, respectively. The Company will begin depreciating this equipment when installation is substantially complete. Depreciation expense for the years ended December 31, 2012 and 2011 was $234,364 and $123,934, respectively.

In December 2010, management determined that EV Charging Stations that were previously recorded as inventory would be used for future installations and reclassified $72,768 in inventory to EV Charging Stations. While the Company's primary strategy is to earn revenue through the installation and maintenance of EV Charging stations, the Company will sell EV Charging stations on occasion when the opportunity presents itself.

OFFICE AND COMPUTER EQUIPMENT

Office and computer equipment are stated at cost less accumulated depreciation. Depreciation is provided on the straight-line basis over an estimated useful life of five years. Upon sale or retirement of furniture and fixtures, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in Consolidated Statements of Operations. Depreciation for the years ended December 31, 2012 and 2011 was $11,794 and $9,437, respectively.

AUTOMOBILES

Automobiles are stated at cost less accumulated depreciation. Depreciation is provided on the straight-line basis over an estimated useful life of five years. Upon sale or retirement of automobiles, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in the Condensed Consolidated Statements of Operations. The Company's electrically-charged enabled automobile was placed in service in May 2012. Depreciation for the years ended December 31, 2012 and 2011 was $15,292 and $0, respectively.

IMPAIRMENT OF LONG-LIVED ASSETS

The Company has adopted paragraph 360-10-35-17 of the FASB Accounting Standards Codification for its long-lived assets. The Company's long-lived assets, which include EV Charging Stations, office and computer equipment and security deposit, 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 comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset's expected future discounted cash flows or market value, if readily determinable. If long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the newly determined remaining estimated useful lives. The Company determined that there were no impairments of long-lived assets as of December 31, 2012 or December 31, 2011.

DISCOUNT ON DEBT

The Company allocated the proceeds received from convertible debt instruments between the underlying debt instruments and has recorded the conversion feature as a liability in accordance with paragraph 815-15-25-1 of the FASB Accounting Standards Codification. The conversion feature and certain other features that are considered embedded derivative instruments, such as a conversion reset provision have been recorded at their fair value within the terms of paragraph 815-15-25-1 of the FASB Accounting Standards Codification as its fair value can be separated from the convertible note and its conversion is independent of the underlying note value. The conversion liability is marked to market each reporting period with the resulting gains or losses shown on the Consolidated Statements of Operations for the year ended December 31, 2011. The conversion feature associated with the convertible debt outstanding as of December 31, 2012 does not contain a reset provision and is amortized over the term of the convertible debt.

DERIVATIVE INSTRUMENTS

The Company evaluates its convertible debt, warrants or other contracts to determine if those contracts or embedded components of those contracts qualify as derivatives to be separately accounted for in accordance with paragraph 810-10-05-4 of the FASB Accounting Standards Codification and paragraph 815-40-25 of the FASB Accounting Standards Codification. The result of this accounting treatment is that the fair value of the embedded derivative is marked-to-market each balance sheet date and recorded as a liability. In the event that the fair value is recorded as a liability, the change in fair value is recorded in the Statement of Operations as other income or expense. Upon conversion or exercise of a derivative instrument, the instrument is marked to fair value at the conversion date and then that fair value is reclassified to equity.

In circumstances where the embedded conversion option in a convertible instrument is required to be bifurcated and there are also other embedded derivative instruments in the convertible instrument that are required to be bifurcated, the bifurcated derivative instruments are accounted for as a single, compound derivative instrument.

The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is re-assessed at the end of each reporting period. Equity instruments that are initially classified as equity that become subject to reclassification are reclassified to liability at the fair value of the instrument on the reclassification date. Derivative instrument liabilities will be classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument is expected within 12 months of the balance sheet date.

FAIR VALUE OF FINANCIAL INSTRUMENTS

U.S. GAAP for fair value measurements establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three levels. The fair value hierarchy gives the highest priority to quoted market prices (unadjusted) in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Level 2 inputs are inputs, other than quoted prices included within Level 1, which are observable for the asset or liability, either directly or indirectly. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs.

The carrying amounts of the Company's financial assets and liabilities, such as cash, deposits and advanced commissions, prepaid expenses, accounts payable and accrued expenses, approximate their fair values because of the short maturity of these instruments. The Company's convertible notes payable approximates the fair value of such instrument based upon management's best estimate of interest rates that would be available to the Company for similar financial arrangement at December 31, 2012 and 2011.

The Company revalues its derivative liability at every reporting period and recognizes gains or losses in the consolidated statement of operations that are attributable to the change in the fair value of the derivative liability. The Company has no other assets or liabilities measured at fair value on a recurring basis.

REVENUE RECOGNITION

The Company applies paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company will recognize 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.

Governmental grants and rebates pertaining to revenues and expenses are recognized as income when the related revenue and/or 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. The Company received a grant and a rebate totaling $59,988 to defray the cost of equipment and installation of 13 charging stations during 2012 from two governmental entities. The rebate and grant are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. As a result the Company amortized $5,595 into revenue during the year ended December 31, 2012.

RECLASSIFICATION

During the year ended December 31, 2011, management revised the Company's operating plan in response to customer requests to purchase charging stations that would be provided and serviced by the Company. Management believes that this type of sales activity will continue and will continue to function as a reseller of charging stations. Accordingly, a sale of equipment that was classified in other income (expense) in the second quarter was reclassified to sales revenue. Certain operating expenses incurred during 2011 have been reclassified to conform with the 2012 presentation.

STOCK-BASED COMPENSATION FOR OBTAINING EMPLOYEE SERVICES

The Company accounts for equity instruments issued to employees and directors pursuant to paragraphs 718-10-30-6 of the FASB Accounting Standards Codification, whereby all transactions in which services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more readily measurable. The measurement date used to determine the fair value of the equity instrument issued is the earlier of the date on which the performance is complete or the date on which it is probably that performance will occur.

The Company's policy is to recognize compensation cost for awards with service conditions and when applicable a graded vesting schedule on a straight-line basis over the requisite service period for the entire award.

EQUITY INSTRUMENTS ISSUED TO PARTIES OTHER THAN EMPLOYEES FOR ACQUIRING GOODS OR SERVICES

The Company accounts for equity instruments issued to parties other than employees for acquiring goods or services under guidance of section 505-50-30 of the FASB Accounting Standards Codification ("FASB ASC Section 505-50-30"). Pursuant to FASB ASC Section 505-50-30, all transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date used to determine the fair value of the equity instrument issued is the earlier of the date on which the performance is complete or the date on which it is probable that performance will occur.

ADVERTISING

The Company expenses non-direct advertising as incurred. Total advertising expense for the years ending December 31, 2012 and 2011was $143 and $4,965, respectively.

INCOME TAXES

The Company follows Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events 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. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. 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.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification ("Section 740-10-25"). Section 740-10-25.addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain 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 fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. The Company had no material adjustments to its liabilities for unrecognized income tax benefits according to the provisions of Section 740-10-25.

NET LOSS PER COMMON SHARE

Net loss per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net loss per common share is computed by dividing net loss by the weighted average number of 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 of shares of common stock and potentially outstanding shares of common stock during the period.

The following table shows the number of potentially outstanding dilutive shares excluded from the diluted net loss per share calculation for the year ended December 31, 2012 and 2011, as they were anti-dilutive.

	2012	**2011**
Convertible notes	55,899	1,500,000
Preferred stock issued	25,000,000	25,000,000
Warrants	10,354,738	10,918,169
Options	36,885	-
Total Potential Dilutive Shares	35,447,522	37,418,169

COMMITMENTS AND CONTINGENCIES

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for 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.

CASH FLOWS REPORTING

The Company adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method ("Indirect method") as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments.

SUBSEQUENT EVENTS

The Company follows the guidance in Section 855-10-50 of the FASB Accounting Standards Codification for the disclosure of subsequent events. The Company will evaluate subsequent events through the date when the financial statements were issued. Pursuant to ASU 2010-09 of the FASB Accounting Standards Codification, the Company as an SEC filer considers its financial statements issued when they are widely distributed to users, such as through filing them on EDGAR.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

There have been no accounting pronouncements or changes in accounting pronouncements during the year ended December 31, 2012 that are expected to have a material impact on the Company's financial position, results of operations or cash flows. Accounting pronouncements that became effective during the year ended December 31, 2012 did not have a material impact on disclosures or on the Company's financial position, results of operations or cash flows.

A variety of proposed or otherwise potential accounting standards are currently under study by standard-setting organizations and various regulatory agencies. Because of the tentative and preliminary nature of these proposed standards, management has not determined whether implementation of such proposed standards would be material to our consolidated financial statements.

Management does not believe that any other recently issued, but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying consolidated financial statements.

3. PREPAID AND OTHER CURRENT ASSETS

Prepaid and other current assets consist of the following at:

	December 31, 2012	December 31, 2011
Prepaid consulting fees	$ 181,849	$ 147,648
Prepaid compensation	311,090	-
Receivable from Target	34,475	-
Sundry prepaid expenses and other current assets	43,695	9,610
Subtotal	571,109	157,258
Less: non current portion	(213,797)	(-)
Prepaid and other current assets	$ 357,312	$ 157,258

On October 22, 2012, the Company entered into a one year agreement with a firm to provide consulting services which included business development and capital raising functions. As consideration for such services, the firm received 150,000 shares of the Company's common stock valued at $225,000 on the date of issuance. As of December 31, 2012, the prepaid portion of those services was $181,849.

On December 6, 2012, the Company retained an individual to serve as chairman of the Company's Board of Directors for three years. As part of the chairman's compensation, the Company issued to him 200,000 shares of the Company's common stock valued at $316,000. As of December 31, 2012, the prepaid portion of the compensation was $311,090.

As part of its due diligence of a target acquisition company ("Target"), the Company requested that the Target retain the services of its independent registered accounting firm ("Auditor") to perform an audit of the Target. The Company guaranteed the audit fee of the audit to the Auditor up to a maximum of $75,000. As of December 31, 2012, we had recorded a receivable from the Target of $34,475 and a corresponding payable to the Auditor in conjunction with the audit.

4. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses consisted of the following at:

	December 31 ,2012	December 31, 2011
Accounts payable	$ 370,675	$ 294,083
Accrued wages	97,961	71,030
Accrued fees	72,038	-
Accrued interest expense	7,200	-
Total	$ 547,874	$ 365,113

5. CONVERTIBLE NOTES PAYABLE

Convertible notes payable issued prior to February 29, 2012 bear interest of 6% annually which were payable upon maturity on September 25, 2011. The notes have a conversion price of $.0025.

During June, 2010, $5,000 of these notes was converted to 40,000 common shares.

During July, 2010, $10,000 of these notes was converted to 80,000 common shares.

During January, 2011, $4,000 of these notes was converted to 32,000 common shares.

During March, 2011, $50,000 of these notes together with $4,441 of accrued interest were converted to 21,776,544 common shares

During May and June of 2011, $4,000 of these notes were converted to 1,600,000 common shares.

During July, 2011, $12,500 of these notes were converted to 5,000,000 common shares.

During September, 2011, $10,750 of these notes were converted to 4,300,000 common shares.

On February 29, 2012, the final $3,750 of convertible notes and accrued interest were converted into 1,529,036 common shares.

Subsequent to this transaction, there were no outstanding convertible notes related to the notes above.

On September 14, 2012, the Company issued an unsecured $65,000 convertible note payable to a warrant holder which bears interest at 12% per anum and is due with accrued interest on March 14, 2013. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, the Company issued a warrant, to a stockholder to purchase 65,000 shares of the Company's common stock at a $1.00 per share until September 14, 2014. The amount allocated to the warrants based on the relative fair value of the warrants on the date of the grant was estimated at $30,934 using a Black-Scholes valuation model under the following assumptions: (1) expected volatility of nearly 131% based on historical volatility, (2) a discount rate of 0.18%, (3) expected life of 1 year and (4) zero dividend yield. The amount allocated to the beneficial conversion feature based on the relative fair value of the beneficial conversion feature of the convertible note on the date of issuance was estimated at $32,884 resulting in an aggregate debt discount of $63,818 on September 14, 2012. As of December 31, 2012 the related unamortized debt discount was $18,523.

On October 10, 2012, the Company issued a convertible note in the amount of $100,000, to an investor, secured by all the assets of the Company, due April 10, 2013 with interest at 12% per anum. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. The noteholder is entitled to be repaid $25,000 for every $1,000,000 raised in equity by the Company which the Company has not met. In conjunction with the issuance of the note, the Company issued a warrant, to a stockholder to purchase 100,000 shares of the Company's common stock at a $1.00 per share until October 10, 2015. The amount allocated to the warrants based on the relative fair value of the warrants on the date of the grant was estimated at $54,464 using a Black-Scholes valuation model under the following assumptions: (1) expected volatility of 182% based on historical volatility, (2) a discount rate of 0.23%, (3) expected life of 1.5 years and (4) zero dividend yield. The amount allocated to the beneficial conversion feature based on the relative fair value of the beneficial conversion feature of the convertible note on the date of issuance was estimated at $45,536 resulting in an aggregate debt discount of $100,000 on October 10, 2012. As of December 31, 2012 the related unamortized debt discount was $54,945.

On October 12, 2012, the Company issued a convertible note in the amount of $50,000, secured by all the assets of the Company, due April 12, 2013 with interest at 12% per anum. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. The noteholder is entitled to be repaid $25,000 for every $1,000,000 raised in equity by the Company which the Company has not met. In conjunction with the issuance of the note, the Company issued a warrant, to a stockholder to purchase 50,000 shares of the Company's common stock at a $1.00 per share until October 12, 2015. The amount allocated to the warrants based on the relative fair value of the warrants on the date of the grant was estimated at $27,938 using a Black-Scholes valuation model under the following assumptions: (1) expected volatility of 181% based on historical volatility, (2) a discount rate of 0.23%, (3) expected life of 1.5 years and (4) zero dividend yield. The amount allocated to the beneficial conversion feature based on the relative fair value of the beneficial conversion feature of the convertible note on the date of issuance was estimated at $22,062 resulting in an aggregate debt discount of $50,000 on October 12, 2012. As of December 31, 2012, the related unamortized debt discount was $28,022.

The noteholders pertaining to the October 10, 2012 and October 12, 2012 transactions have mutually agreed to enjoy equal rights as secured lenders under each of their respective notes and that neither shall have priority over the other.

On December 3, 2012, the Company issued an unsecured $20,000 convertible note payable to a warrant holder which bears interest at 12% per anum and is due with accrued interest on June 3, 2013. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, the Company issued a warrant, to a stockholder to purchase 20,000 shares of the Company's common stock at a $1.00 per share until December 3, 2014. The amount allocated to the warrants based on the relative fair value of the warrants on the date of the grant was estimated at $10,049 using a Black-Scholes valuation model under the following assumptions: (1) expected volatility of nearly 124% based on historical volatility, (2) a discount rate of 0.18%, (3) expected life of 1 year and (4) zero dividend yield. The amount allocated to the beneficial conversion feature based on the relative fair value of the beneficial conversion feature of the convertible note on the date of issuance was estimated at $9,951 resulting in an aggregate debt discount of $20,000 on December 3, 2012. As of December 31, 2012, the related unamortized debt discount was $16,923.

On December 12, 2012, the Company issued an unsecured $56,000 convertible note payable to a warrant holder which bears interest at 12% per anum and is due with accrued interest on June 12, 2013. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, the Company issued a warrant, to a stockholder to purchase 56,000 shares of the Company's common stock at a $1.00 per share until December 12, 2014. The amount allocated to the warrants based on the relative fair value of the warrants on the date of the grant was estimated at $26,925 using a Black-Scholes valuation model under the following assumptions: (1) expected volatility of nearly 109% based on historical volatility, (2) a discount rate of 0.14%, (3) expected life of 1 year and (4) zero dividend yield. The amount allocated to the beneficial conversion feature based on the relative fair value of the beneficial conversion feature of the convertible note on the date of issuance was estimated at $29,075 resulting in an aggregate debt discount of $56,000 on December 12, 2012. As of December 31, 2012, the related unamortized debt discount was $50,154.

On December 28, 2012, the Company issued an unsecured $5,000 convertible note payable to the Chief Executive Officer which bears interest at 12% per anum and is due with accrued interest on June 28, 2013. The note is convertible, at the discretion of the holder into the Company's common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, the Company issued a warrant, to the Chief Executive Officer to purchase 5,000 shares of the Company's common stock at a $1.00 per share until December 28, 2014. The amount allocated to the warrants based on the relative fair value of the warrants on the date of the grant was estimated at $2,160 using a Black-Scholes valuation model under the following assumptions: (1) expected volatility of nearly 107% based on historical volatility, (2) a discount rate of 0.15%, (3) expected life of 1 year and (4) zero dividend yield. The amount allocated to the beneficial conversion feature based on the relative fair value of the beneficial conversion feature of the convertible note on the date of issuance was estimated at $2,840 resulting in an aggregate debt discount of $5,000 on December 28, 2012. As of December 31, 2012, the related unamortized debt discount was $4,918.

Amortization expense for the year ended December 31, 2012 was $103,442 and $36,385, respectively, related to convertible notes payable.

DERIVATIVE ANALYSIS

Upon their origination, these notes had full reset adjustments based upon the issuance of equity securities by the Company in the future, they were subjected to derivative liability treatment under Section 815-40-15 of the FASB Accounting Standard Codification ("Section 815-40-15") (formerly FASB Emerging Issues Task Force ("EITF") 07-5). These notes have been measured at fair value using a lattice model at each reporting period with gains and losses from the change in fair value of derivative liabilities recognized on the consolidated statement of operations. The convertible notes gave rise to a derivative liability which was recorded as a discount to the notes upon origination.

In March, 2011, the Company issued 21,776,544 common shares pursuant to the conversion of $50,000 in notes payable together with $4,441 of accrued interest. This conversion was negotiated to mitigate the effect of the 1:50 Reverse-Split on the note conversion price which Management determined could have significantly dilutive effects due to its resets and toxic convertible features.

In March, 2011, agreements between the Company and the remaining note holders to fix the conversion rate stated in the convertible notes effectively removed the embedded derivative from the convertible notes. Accordingly, as future conversions were no longer subject to reset, the derivative liability related to the notes was adjusted to $0 and the Company recognized a gain on the change in value of the derivative liability of $2,701,894 upon execution

None of the convertible notes issued during 2012 gave rise to derivative liabilities.

NOTE PAYABLE

In connection with the purchase of an electrically charged enabled automobile by the Company in the first quarter, the Company entered into a financing agreement. The five-year note, secured by the related asset, bears interest at 4.75% and requires minimum monthly payments, inclusive of interest, of $1,216 commencing in May 2012. Future minimum monthly note payments, exclusive of interest, by year as of December 31, 2012 are as follows:

Year		Amount
2013	$	12,105
2014		12,703
2015		13,330
2016		13,988
2017		4,815
Total	$	56,941

Total interest expense for the years ended December 31, 2012 and 2011 was $9,278 and $18,500, respectively.

6. COMMON STOCK EQUIVALENTS

Subscription warrants

In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company entered into a Subscription Agreement for the sale of 61,333 units of securities of the Company aggregating $920,000. Each unit consisted of one share of common stock and a warrant to purchase one share of Company's common stock exercisable at $0.60 per share. The exercise price was subject to a full ratchet reset feature. 16,667 of these warrants were cancelled in 2010. The remaining warrants were adjusted due to a sale of common stock for cash at $3.00 per share, resulting in 446,665 warrants outstanding. The fair value of these warrants granted, were estimated on the date of grant, and recorded as a derivative liability. The derivative was re-measured at December 31, 2010 using their reset value yielding a gain on the change in fair value of $225,579 for the year ended December 31, 2010 and a loss in fair value of $1,182,375 during the period from September 3, 2009 through December 31, 2009, the outstanding liability for the related derivative liability was $636,220 at December 31, 2010. As further disclosed in Note 5, in October 2011, the warrant holders agreed to the cancellation of their outstanding warrants in exchange for 565,000 shares of common stock. This agreement effectively eliminated the remaining derivative liability associated with these warrants of approximately $80,000.

As of May 5, 2010, 3,834 additional units aggregating $57,500 were issued under a private placement. Each unit consisted of one share of common stock and a warrant to purchase one share of Company's common stock exercisable at $30.00 per share. The related warrants issued in this place did not contain a full ratchet reset.

In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company also issued warrants to purchase 500,000 shares of Company's common stock exercisable at $.60 per share. The exercise price was subject to a full ratchet reset feature. These warrants were adjusted due to a sale of common stock for cash at $3.00 per share, resulting in 100,000 warrants. The derivative for these 100,000 warrants was re-measured at December 31, 2010 yielding a derivative liability of $129,749, resulting in a gain on change in fair value for the year ended December 31, 2010 of $15,589 and a loss in fair value of $1,182,375 during the period from September 3, 2009 through December 31, 2009. The outstanding liability for the related derivative liability was $129,749 at December 31, 2010. In October 2011, the Company executed an agreement with the warrant holder which eliminated the reset feature of these warrants. As a result of this agreement, the derivative liability associated with the reset is no longer present and the gain on the remaining fair value of approximately $17,500 was recognized.

In connection with a private offering initiated on October 24, 2012, the Company issued 525,000 shares of its common stock and issued warrants to purchase 525,000 shares of its common stock at price of $2.25 per share to two accredited investors during the period of October 24, 2012 through November 14, 2012. The warrants expire three years from the date of issuance. The amount allocated to the warrants based on the relative fair value of the warrants issued was estimated at approximately $308,000.

Compensation warrants and options

On April 1, 2010, the Company issued 55,000 warrants to purchase shares of the Company's common stock, 5,000 at an exercise price of $15.00 and 50,000 warrants exercisable at $30.00 per share.

On April 12, 2010, the Company issued 5,000 warrants to purchase shares exercisable at $42.50 per share. The fair value of these warrants, estimated on the date of grant, was recorded as a expense for consulting services of $32,355.

On April 27, 2010, the Company issued warrants to purchase 440,000 shares of Company's common stock exercisable at $15 per share. The exercise price of these 440,000 shares was subject to a full ratchet reset feature. These warrants were adjusted in June 2011 due to a sale of common stock for cash at $3.00 per share, resulting in 2,200,000 warrants. The fair value of all of these warrants, estimated on the date of grant, was recorded as compensation expense of $3,099,009.

On August 25, 2010, the Company issued 1,033,433 warrants to purchase shares of the Company's common stock exercisable at $15 per share. The exercise price of these warrants was subject to a full ratchet reset feature. These warrants were adjusted in June 2011 due to a sale of common stock for cash at $3.00 per share, resulting in 5,167,565 warrants. The Company also issued 10,000 warrants to purchase shares of the Company's common stock exercisable at $51.50 per share. The fair value of all of the warrants, estimated on the date of grant, was recorded as compensation expense of $3,896,075.

On February 17, 2011, the Company issued 50,000 warrants to purchase shares of the Company's common stock exercisable at $20 per share. The fair value of all of the warrants, estimated on the date of grant, was recorded as compensation expense of $ 483,583.

On July 18, 2011, the Company issued 1,277,170 warrants to purchase shares of the Company's common stock exercisable at $1.66 per share. The fair value of all of the warrants, estimated on the date of grant, was recorded as other operating incentive expense of $528,111.

On August 10, 2011, the Company issued 200,000 warrants to purchase shares of the Company's common stock exercisable at $2.50 per share; 500,000 warrants to purchase shares of the Company's common stock exercisable at $5.00 per share; 500,000 warrants to purchase shares of the Company's common stock exercisable at $7.50 per share; and 500,000 warrants to purchase shares of the Company's common stock exercisable at $10.00. The fair value of all of these warrants, estimated on the date of grant, was recorded as consulting compensation expense of $81,633.

On September 23, 2011, the Company issued 100,000 warrants to purchase shares of the Company's common stock exercisable at $3.00 per share. The exercise price was subject to a full ratchet reset feature. As a result, the fair value of these warrants, estimated on the date of grant, was recorded as a derivative liability and related discount of short-term notes of $20,751. On October 24, 2011, the warrants were amended to remove the ratchet feature and the exercise price was reduced to a $1.00 per share. The note was paid in full in November 2011 and the remaining discount recorded as interest expense.

On November 15, 2011, the Company issued 250,000 warrants to purchase shares of the Company's common stock exercisable at $1.50 per share. The fair value of all of the warrants, estimated on the date of grant, was recorded as consulting compensation expense of $77,993.

In October 2011, the Company executed agreements with certain employees and consultants which eliminated the reset feature of 7,467,165 warrants. As of December 31, 2011 all outstanding warrants have fixed exercise prices.

On January 16, 2012, the Company, in connection with the hire of a Chief Operating Officer, issued 1,000,000 warrants, at an exercise price of $1.75 per warrant that vest over a three year period, subject to continued employment. The warrants expire as follows: 300,000 on January 16, 2016, 300,000 warrants expire on January 16, 2017 and 400,000 warrants expire on January 16, 2018. The Chief Operating Officer resigned his position from the Company on October 3, 2012.

On March 19, 2012, the Company, in connection with the hire of an employee, issued 15,000 warrants, at an exercise price of $1.75 per warrant that vest over a three year period, subject to continued employment. The warrants expire as follows: 5,000 on March 19, 2016, 5,000 warrants expire on March 19, 2017 and 5,000 warrants expire on March 19, 2018.

On August 21, 2012, the Company issued 250,000 warrants at an exercise price of $1.00 per share of the Company's common stock for the successful procurement of a $2,500,000 equity investment in the Company. The warrants expire on June 28, 2017.

On November 30, 2012, the Board of Directors the Company, as well as a majority of the Company's shareholders, approved the Company's 2012 Omnibus Incentive Plan (the "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. On December 28, 2012, we issued options to 13 employees and three consultants to purchase 4,500,000 shares of our common stock at an average price of $1.49 per share. All options vest ratably over three years and expire on December 27, 2017.

On December 7, 2012, the Company issued 100,000 warrants at an exercise price of $1.59 per share of the Company's common stock for service rendered to a company owned by the Chief Executive Officer. The warrants expire on December 7, 2015.

On December 14, 2013, the Company issued 10,000 warrants at an exercise price of $1.00 per share of the of the Company's common stock to the Company's newly appointed Chairman of the Board of Directors as part of his compensation package. The warrants vest ratably over two years from date of issuance and expire on December 13, 2015. In conjunction with this issuance, the Company issued 1,800 warrants to a firm which introduced the Chairman of the Board of Directors to the Company. The terms of the issuance to the firm were identical to the terms of the issuance to the Chairman of the Board of Directors.

The fair value of warrants and options pertaining to compensation on the date of the grant issued for the year ended December 31, 2012, was estimated at approximately $8,760,000, which will be recognized over the respective service periods. The fair value of the warrants on the grant date was estimated using a Black-Scholes valuation model and the following assumptions:

	Strike Price	Historical Volatility	Discount Rate	Expected Life (Years)	Dividend Yield
Compensation warrants	$ 1.00 - $1.75	258% - 488%	0.21% - 2.11%	2.79 – 3.00	0%
Compensation options	$ 1.46 - $1.61	264%	0.42%	3.47	0%

The fair value of the warrants was determined based on the closing price of the Company's common stock on the date of grant. The Company recognized compensation cost related to the vesting of these options and warrants of $570,201 and $1,171,320 for the years ended December 31, 2012 and 2011, respectively.

The fair value of all warrant issuances was computed using the Black-Scholes Model, incorporating transaction details such as stock price, contractual terms, maturity and risk free rates, as well as assumptions about future financing, volatility and holder behavior.

The following table summarizes outstanding warrants by Expiration Date at December 31, 2012:

Quantity		Exercise Price	Expiration Date
5,000	$	15.00	April 1, 2013
50,000	$	3000	April 1, 2013
2,200,000	$	3.00	April 27, 2013
500,000	$	5.00	August 10, 2013
500,000	$	7.50	August 10, 2013
500,000	$	10.00	August 10, 2013
4,652,165	$	3.00	August 25, 2013
10,000	$	51.50	August 25, 2013
1,277,170	$	1.66*	July 13, 2014
65,000	$	1.00	September 14, 2014
250,000	$	1.50	November 15, 2014
20,000	$	1.00	December 2, 2014
56,000	$	1.00	December 11, 2014
5,000	$	1.00	December 28, 2014
3,834	$	30.00	May 5, 2015
100,000	$	1.00	October 10, 2015
50,000	$	1.00	October 12, 2015
500,000	$	2.25	October 25, 2015
25,000	$	2.25	November 14, 2015
100,000	$	1.64	December 13, 2015
50,000	$	20.00	January 11, 2016
5,000	$	1.75	March 19, 2016
5,000	$	1.75	March 19, 2017
250,000	$	1.00	June 28, 2017
11,800	$	1.00	December 13, 2017
5,000	$	1.75	March 19, 2018
100,000	$	1.00	September 22, 2018
11,295,968		Total	

*Price may be lower if market closes at lower price on exercise date.

		Warrants Outstanding		
Range of Exercise Price		Number Outstanding December 31 ,2012	Weighted Average Contractual Life (in years)	Weighted Average Exercise Price
$	1.00-$51.50	11,295,968	2.14	$ 3.50

		Warrants Exercisable		
Range of Exercise Price		Number Outstanding December 31, 2012	Weighted Average Contractual Life (in years)	Weighted Average Exercise Price
$	1.00-$51.50	11,019,168	1.66	$ 3.56

7. STOCKHOLDERS' EQUITY

The Company is authorized to issue 500,000,000 shares of common stock and 40,000,000 shares of preferred stock.

PREFERRED STOCK

Series A Convertible Preferred Stock
In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company issued 10,000,000 shares of Series A Convertible Preferred Stock with a par value of $0.001.

The Series A has five (5) times the number of votes on all matters to which common shareholders are entitled, bears no dividends, has a liquidation value eight times that sum available for distribution to common stock holders and is convertible at the option of the holder after the date of issuance at a rate of 2.5 shares of common stock for every preferred share issued.

Series B Convertible Preferred Stock
On February 6, 2012, the Company entered into a stock purchase agreement to sell 1,000,000 shares of a new class of preferred stock at per share price of $1.00. The Series B has one vote per share in CarCharging Limited, a subsidiary formed in June 2012, as if the shares were converted into common stock as of the date immediately prior to the record date for determining the stockholders eligible to vote on any such matter, bears no dividends and is junior to Series A Preferred stock with respect to dividends and distribution of assets. The preferred stock, has been authorized and issued as Series B Convertible Preferred Stock as of June 28, 2012. At the discretion of the Purchaser, the shares are convertible into (i) one percent (1%) of the issued and outstanding common stock of CarCharging, Limited for every 500,000 shares of Series B Preferred Stock until February 6, 2017 or (ii) the Purchaser may convert each share of Series B Preferred Stock into Common Stock of the Company on a one for one basis during the period of July 1, 2015 through December 31, 2015. The agreement included an option to purchase an additional 1,500,000 shares of the Series B Preferred stock at an exercise price of $1.00 per share within 60 days of the issuance of the original 1,000,000 shares which was not exercised. Simultaneously with the issuance of the original 1,000,000 Series B Preferred shares, the Purchaser was entitled to receive two percent (2%) of the issued and outstanding common stock of CarCharging Limited in exchange for consulting services for developing business relationships and obtaining charging station locations in Romania. Additionally, if the Purchaser exercises its options in the initial stock purchase agreement, it will receive additional payment for its consulting services for developing business relationships and obtaining charging station locations in Greece in the form of three percent (3%) of the total outstanding common stock of CarCharging Limited. The Company received the $900,000, net of issuance costs, in February 2012 and issued 1,000,000 shares of the Series B Convertible Preferred Stock in June 2012. The fair value of the option to purchase additional shares on the date the Series B Preferred shares were issued was estimated at approximately $226,000, which has been credited to Additional Paid In Capital. The fair value of the option on the stock issuance date was estimated using a Black-Scholes valuation model and the following assumptions: (1) expected volatility of nearly 54% based on historical volatility (2) a discount rate of 0.65%, (3) expected life of 60 days and (4) zero dividend yield. The fair value of the option was determined based on the closing price of the Company's common stock on the date of the stock issuance.

COMMON STOCK

On December 7, 2009 the Company entered into a Subscription Agreement for the sale of 61,333 units of securities of the Company aggregating $920,000. Each unit consisted of one share of common stock and a warrant to purchase one share of Company's common stock exercisable at $30.00 per share.

On February 19, 2010, the Company issued 4,600 shares of its common stock, to extinguish a debt to its founders of $4,600 included in accounts payable. The stock was treated as founders' shares and issued at its par value of $0.001.

On February 19, 2010, the Company issued 8,500 shares of its common stock at $15 per share, for services performed with a fair value of $127,500.

On May 5, 2010, the Company issued 3,834 shares of common stock at $15.00 per share with warrants attached exercisable at $30.00 per share. See the description of warrants with embedded derivatives in Note 5 above for a more complete description of this transaction.

During June 2010, the Company issued 40,000 shares of common stock at $0.125 each, in exchange for $5,000 of convertible notes payable

During July 2010 the Company issued 80,000 shares of common stock at $0.125 each, in exchange for $10,000 of convertible notes payable. See the derivative analysis of this transaction in Note 4 above for a complete description of this transaction.

On July 30, 2010, the Company issued 36,667 shares of common stock at $15.00 per share.

On August 19, 2010, the Company issued 6,000 shares of its common stock at $ 51.50 per share, for services performed with a fair value of $ 309,000.

On September 7, 2010, the Company issued 66,667 shares of common stock at $15.00 per share, together with 6,667 shares of common stock for services performed in connection with the sale of these share. The Company received $885,000, net of costs of $115,000.

On January 3, 2011, the Company issued 250 shares of common stock in payment of services. In addition, the Company entered into a continuing services agreement that provides for issuance of $1,500 of common stock per month in connection with this agreement. In connection with this agreement, the Company issued 1,451 shares during the year.

On February 4, 2011, the Company issued 3,000 shares of common stock in payment of $81,000 in services.

During June, 2011, the Company issued 1,005 shares of common stock in payment of $3,000 in services and issued 333,333 shares for cash at $3.00 per share.

During July, 2011, the Company issued 50,000 shares of common stock at $1.80 per share for services performed.

During August, 2011, the Company issued 400,000 shares of common stock at $1.25 per share for services performed.

During September, 2011, the Company issued 17,482 shares of common stock in exchange for forgiveness of a $25,000 account payable.

During October, 2011, the Company issued 3,527 shares of stock in exchange for $6,000 worth of services.

In October 2011, the Company entered into an agreement with three warrant holders, whereby the Company issued 565,000 shares of common stock in exchange for warrants to purchase 446,665 shares. The exchange agreement terminates all rights associated with the warrants.

Due to the reset feature of these warrants, they represented a derivative liability of approximately $80,000 at the time of the exchange. The Company elected to treat this transaction in accordance with ASC 470-50-40 "Extinguishment of Debt". Per the codification, the Company recognized a loss for the excess of consideration in the form of common stock given over the fair value of the extinguished instrument. On the measurement date, the fair value of the common stock issued was $1.00 per share and the warrants had a combined fair market value of $80,000. The exchange resulted in the Company recording a loss on the conversion of $485,000, which was recorded as a Loss on Exchange in the Other Income (Expense) section of the Consolidated Statement of Operations.

In November, 2011, the Company entered into a stock purchase agreement for 2.5 million shares of common stock in exchange for $2.5 million in cash. In accordance with this agreement, the Company issued 1,500,000 shares of common stock at $1.00 per share. The agreement calls for the issuance of 500,000 additional shares to be issued in March of 2012, funding of which was received on April 3, 2012 and 500,000 shares to be issued in June of 2012, each at $1.00 per share. The stock subscription, net of common share amount to be issued, resulted in stock subscription receivable of $999,000 at December 31, 2011.

During December, 2011, the Company issued 5,000 shares in connection with the receipt of a loan resulting in a discount on the loan of approximately $21,000. The loan was paid in full prior to year end and the discount was recognized as interest.

During 2011, the Company issued 32,708,544 shares of common stock pursuant to the conversion of $81,250 in convertible notes payable, as further described in Footnote 4. On February 29, 2012, the final $3,750 of convertible notes and related interest were converted into 1,529,036 of common stock.

On January 6, 2012, the Company issued 50,000 shares of common stock, at $1.00 per share, related to a stock purchase agreement executed in 2011.

On February 27, 2012, the Company, in connection with the hire of a Chief Financial Officer and Director, issued 75,000 shares of restricted common stock at $1.95 per share.

On February 27, 2012, the Company entered into a stock purchase agreement for 500,000 shares of restricted common stock in exchange for $500,000 cash.

On February 29, 2012, the Company issued 250,000 shares of common stock in connection with a consulting agreement at $1.80 per share.

On April 23, 2012 and May 21, 2012, the Company issued 4,930 shares of common stock at $1.72 per share and 12,400 shares of common stock at $1.25 per share, respectively, in exchange for services valued at $23,980.

On May 21, 2012 the Company granted an employee the right to receive 15,000 shares of its common stock valued $1.25 per share upon the anniversary date of the grant and the continued employment of the employee with the Company.

On August 15, 2012, the Company entered into a consulting agreement for business development services for a monthly fee of $15,000 in cash and $5,000 in common stock of the Company. For the year ended December 31, 2012, the Company issued 16,270 shares of its common stock at an average value of $1.38 per share in connection with this consulting agreement. The agreement is for a term of one year and will automatically renew for an additional year unless written notification is provided by either party at least 60 days prior to the expiration of the initial term. Thereafter, the parties may renew the agreement on mutually agreeable terms.

On August 21, 2012, the Company issued 5,835 shares of its common stock valued at $1.08 per share in connection with consulting services rendered.

On August 28, 2012, the Company issued 100,000 shares of its common stock in connection with a consulting agreement valued at $1.03 per share.

On September 10, 2012, the Company entered into an advisory services agreement with a consultant which may be terminated by either party with 30 days advance notice. Under terms of the agreement, the Company issued 262,500 shares of its common stock, valued at $1.00 per share for services to be rendered during the first three months of the agreement and will issue an additional 87,500 shares of the Company's common stock monthly for the succeeding nine months.

On September 13, 2012, the Company entered into an advisory services agreement with a consultant which may be terminated by either party with 30 days advance notice. Under terms of the agreement, the Company issued 137,503 shares of its common stock, valued at $1.03 per share for services to be rendered during the first three months of the agreement and will issue an additional 45,833 shares of the Company's common stock monthly for the succeeding nine months.

On October 22, 2012, we entered into a one year consulting agreement for investment advisory and business development services with a firm and issued 150,000 shares of our common stock at a $1.50 per share as a fee for such services. Additionally, we retained the firm to introduce us to a chairman-quality board of directors candidate and upon hiring of such candidate on December 14, 2012 issued the firm 47,392 shares of our common stock at $1.58 per share and issued a warrant to purchase 1,800 shares of our common stock at a $1.00 per share. The warrant vests in full on December 14, 2014 and expires on December 14, 2017.

On October 24, 2012, we initiated a private offering of our common stock at $1.00 per share to "accredited investors", as defined, ("Investors") for which the minimum investment for all Investors shall be $500,000. In addition, each Investor shall receive a warrant to purchase a like number of shares of our common stock at $2.25 per share for a period of three years from the purchase date of the shares under the offering.

On October 25, 2012 in conjunction with this offering, we received $500,000 and issued 500,000 shares of our common stock and a warrant to purchase 500,000 shares of our common stock at $2.25 per share which expires on October 25, 2015. In conjunction with this transaction we issued 50,000 shares of our common stock on December 14, 2012 at a $1.58 per share to a consultant as an investment advisory fee

On November 14, 2012 in conjunction with this offering, we received $25,000 and issued 25,000 shares of our common stock and a warrant to purchase 25,000 shares of our common stock at $2.25 per share which expires on November 14, 2015.

On December 14, 2012 we entered into an employment agreement with an individual to serve as the Chairman of our Board of Directors for a period of three years. As part of his compensation, we issued 200,000 shares of our common stock at a $1.58 per share and issued a warrant to purchase 10,000 shares of our common stock at a price of a $1.00 per share. The warrant vests in full as of December 14, 2014 and expires on December 14, 2017.

On December 19, 2012, entered into social media marketing agreement with a firm for a six month period. In conjunction with this agreement, we issued 3,226 shares of our common stock at $1.55 per share as a fee for the month of December 2012.

On December 31, 2012, we issued 50,000 shares of our common stock each to two employees for compensation under the Plan at a price of $1.60 per share.

In accordance with a consulting agreement which we entered into on December 10, 2012 with a firm, we issued 31,199 shares of our common stock to the firm for consulting services at an average price of $1.36 per share for services rendered during the calendar quarter ended December 31, 2012.

Compensation expense related to common stock and warrants issued for the years ended December 31, 2012 and 2011 were $2,409,524 and $1,872,820 respectively.

8. INCOME TAXES

Deferred tax assets

Income Taxes

No provision has been recorded for the years ended December 31, 2012 and 2011 since the company had net losses and the increase in the deferred tax asset was offset by the valuation allowance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's net deferred income taxes are as follows:

Deferred Tax Asset (Liability):

	2012	2011
Net tax loss carry forwards	$ 2,358,000	$ 1,160,000
Stock based compensation	1,549,000	1,630,000
Amortization of debt discount	21,000	
Depreciation	(98,000)	(40,000)
Tax credit carry forward	255,000	36,000
	4,085,000	2,786,000
Valuation allowance	(4,085,000)	(2,786,000)
Non current deferred income tax assets	$ 0	$ 0

At December 31, 2012 and 2011, the Company had a net operating loss carry forwards for both federal and state purposes of approximately $11.8 million and $6.6 million, respectively, which may be offset against future taxable income through 2032.

The Company has determined that a valuation for the entire income tax provision 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. The change in the valuation allowance for the current year is $1,299,000.

Income taxes in the statements of operations

A reconciliation of the federal statutory income tax rate and the effective income tax rate as a percentage of income before income taxes is as follows:

	For the Years Ended December 31, 2012 and 2011
Federal statutory income tax rate	15.0%
State taxes net of federal benefit	5.0%
	20.0%
Change in valuation allowance on deferred tax asset	(20.0)%
Effective income tax rate	0.0%

9. RELATED PARTY

The Company paid consulting fees to a company that is owned by its Chief Executive Officer amounting to $0 and $100,000 for the years ended December 31, 2012 and 2011, respectively. These fees were paid pursuant to the terms of a two-year support services contract that was in place prior to the CEO's employment. Additionally, the Company paid commissions totaling $77,500 during the year ended December 31, 2012 to this company for business development related to installations of EV charging stations by the Company in accordance with the support services contract. No commissions were paid to this Company during 2011.

The Company incurred accounting and tax service fees totaling $68,913 for the year ended December 31, 2012 provided by a company that is partially owned by the Company's Chief Financial Officer.

On March 29, 2012, the Company entered into a patent license agreement with a stockholder of the Company and a related party under common ownership. Under terms of the agreement, the Company has agreed to pay royalties to the licensors equal to 10% of the gross profits received by the Company from bona fide commercial sales and/or use of the licensed products and licensed processes. As of December 31, 2012, the Company has not paid any royalty fees related to this agreement.

10. COMMITMENTS AND CONTINGENCIES

The Company has entered into several contracts that obligate it to office space lease payments, equipment acquisition and other matters. The following is a summary of these commitments:

a. On March 31, 2011, the Company entered into a three (3) year lease for office space at approximately $132,480 per year, with an option to renew for an additional three years at approximately $137,655 per year. In the fourth quarter of 2011, the office owner space declared bankruptcy and the Company has not been required to pay any rent payments. However, the Company had continued to accrue monthly rent based on the contracted amount through December 31, 2011 and $55,200 has been accrued for in accounts payable and accrued expenses as of June 30, 2012 and December 31, 2011, respectively. During the quarter ended September 30, 2012, the Company had received, from the landlord of the property, a release from liability of any rents that may be due by the Company to the landlord. As a result, the Company reversed the $55,200 accrued rent liability. In addition, the Company wrote off the related $34,000 security deposit, as it is not expected to be recovered.

   On May 4, 2012, the Company entered into a 39 month lease for 4,244 square feet of office space in Miami Beach, Florida commencing as of March 1, 2012. The lease requires a security deposit of $33,952 and initial annual minimum rental payment of $135,808 with annual increase of approximately 3% over the life of the lease and a rent holiday for the first three months of the lease. The lease contains one-three year option to renew based upon notice as defined by the lease at prevailing rates at such time. The deferred rent on the Consolidated Balance Sheet at December 31, 2012 represents the excess of the minimum monthly straight line payments over the life of the lease over the actual lease payments made as of December 31, 2012.

   On March 22, 2012, the Company entered into a three year lease for 1,543 square feet of office space in San Jose, California commencing on April 1, 2012. The lease requires a security deposit of $7,869 and initial annual minimum rental payment of $29,626 with annual increase of approximately 3% over the life of the lease. The lease contains one-three year option to renew based upon notice as defined by the lease at prevailing rates at such time.

   Total rent expense for the year ended December 31, 2012 and 2011 was $82,584, as a result of the aforementioned reversal of the accrued rent liability and $143,461, respectively.

   Future minimum monthly rental commitments as of December 31, 2012 relating to the Miami Beach and San Jose leases are as follows:

Year		Amount
2013	$	178,466
2014		183,542
2015		72,107
Total	$	434,115

b. Pursuant to the terms of the amendment of March 30, 2012 master agreement, the Company has committed to purchase 500 charging stations over the year, at prices ranging from $2,500 to $2,700 per unit. If the Company fails to take delivery of the total specified number units, it will be responsible for reimbursement of certain price discounts on units previously received. As of December 31, 2012, the Company has purchased 90 units under this master agreement. In the opinion of the Company's management, the vendor has not performed in accordance with the terms of the master agreement. As of December 31, 2012, the ultimate resolution of this matter is unknown.

c. In March and April 2012, a former officer and director of the Company filed declaratory actions against the Company relating to compensatory matters, certain warrant exercise rights and the termination of his employment. The parties are currently in negotiations to resolve the matters, however, the outcome of the negotiations can not be determined at this time.

d. In October 2012, a former officer and director of the Company resigned his position from the Company and filed a claim with the California Labor Board ("Labor Board") relating to certain compensatory matters. As of December 31, 2012, the matter was being heard before the Labor Board however no decision had been rendered. The parties are currently in negotiations, however, the outcome of the negotiations can not be determined at this time.

11. SUBSEQUENT EVENTS

The Company has evaluated all events that occurred after the balance sheet date through the date these financial statements were issued.

Equity Matters

During the period of January 23, 2013 through March 25, 2013, we received $2,320,500, net of issuance costs, from 14 accredited investors and issued to them 4,990,000 shares of our common stock and a warrant to purchase 4,990,000 shares of our common stock at $2.25 per share which expires two years from the date of issuance of the shares of our common stock. The shares and related warrants are being offered in reliance on the exemption under Section 4(2) of the Securities Act of 1934, Rule 506 of Regulation D as amended (the "Securities Act"). These shares of the Company's common stock qualified for exemption under Section 4(2) since the issuance shares by the Company did not involve a public offering. In addition, the recipients had the necessary intent as required by Section 4(2) since they agreed to and received share certificates bearing a legend stating that such shares are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these shares would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(2) of the Securities Act for this transaction.

On January 11, 2013, the Board of Directors 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 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 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 Plan is 5,000,000, adjusted as provided in Section 11 of the Plan. The Plan expires on December 1, 2015. The Plan was approved by a majority of the Company's shareholders on February 13, 2013.

In conjunction with an advisory services agreement entered into on September 13, 2012, the Company issued 137,499 shares of its common stock under 2013 Plan to a consultant on January 1, 2013 at a value of $1.35 per share covering the service period of January 1, 2013 through March 31, 2013.

In conjunction with an advisory services agreement entered into on September 10, 2012, the Company issued 112,500 shares of its common stock under 2013 Plan to a consultant on January 1, 2013 at a value of $1.23 per share covering the service period of January 1, 2013 through March 31, 2013.

On January 11, 2013, the Board of Directors of the Company appointed an individual as a member of the Board of Directors of the Company. In conjunction with the appointment, and as part of his director agreement he received 50,000 shares of the Company's common stock at a value of $1.49 per share. Additionally, he received warrants to purchase 12,000 shares of the Company's common stock at $1.50 per share which vest ratably through January 11, 2015 and expire on January 11, 2018. The shares of stock and warrants issued were under the 2013 Plan.

On March 8, 2013, the Company entered into an agreement with a firm to provide investor relations services for a term of six months, with termination at an earlier date by written notice by either party. In accordance with terms of the agreement, the Company issued to the firm 150,000 shares of its common stock at a value of $1.28 per share under the 2013 Plan and may issue an additional 150,000 shares of its common stock on the six month anniversary date of the agreement pending adequate and completed the services specified in the agreement.

On January 4, 2013, the Company entered into a one year agreement with a firm to assist the Company with business development matters. As part of its consideration, the Company issued 250,000 shares of its common stock to the firm at a value of $1.49 per share.

On February 5, 2013, the Company entered into an agreement with a firm to develop a mobile application by users of electric vehicle car charging stations. As part of the firm's consideration for this project, the Company issued 113,636 shares of its common stock at a value of $1.32 per share for the development of the deliverables.

In conjunction with a consulting agreement for business development services entered into on August 15, 2012, we issued 10,696 shares of the Company's common stock at an average price of $1.40 per share during the calendar quarter ended March 31, 2013. Additionally, on February 1, 2013, the Company issued the consultant 60,933 shares of the Company's common stock at a price of $1.40 per share as payment for services rendered as of December 31, 2012.

On December 3, 2012, the Company entered into a business and financing advisory services agreement with a consultant whereby as part of the consideration paid to the consultant, the Company would pay a monthly fee of $10,000 in shares of the Company's common stock for such services. During the calendar quarter ended March 31, 2013, the Company issued to the consultant 21,393 shares of its common stock at an average price of $1.40 in accordance with the terms of the agreement.

In accordance with a consulting agreement which the Company entered into on December 10, 2012 with a firm, the Company issued 11,384 shares of its common stock to the firm for consulting services at an average price of $1.49 per share for services rendered during the calendar quarter ended March 31, 2013.

In conjunction with a social media marketing agreement entered into on December 19, 2012 with a firm for a six month period, the Company issued 10,796 shares of its common stock at an average price of $1.39 per share as a fee for the calendar quarter ended March 31, 2013.

These shares were issued in reliance on the exemption under Section 4(2) of the Securities Act of 1934, as amended (the "Securities Act"). These shares of our common stock qualified for exemption under Section 4(2) since the issuance shares by us did not involve a public offering. In addition, the recipients had the necessary intent as required by Section 4(2) since they agreed to and received share certificates bearing a legend stating that such shares are restricted pursuant to Rule 144 of the Securities Act. This restriction ensures that these shares would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(2) of the Securities Act for this transaction.

Acquisitions

In conjunction with the Company's guarantee of the audit fee of the Target, the Target issued a note to the Company, on January 3, 2013 in the amount of $75,000 collateralized by a first lien on all the assets of the Target.

Beam Acquisition

On February 26, 2013, Car Charging Group, Inc. (the "Company"), entered into an equity exchange agreement (the "Exchange Agreement") by and among the Company, Beam Acquisition LLC, a Nevada limited liability company and wholly-owned subsidiary of the Company ("Beam Acquisition"), Beam Charging LLC, a New York limited liability company ("Beam"), and Manhattan Charging LLC, a New York limited liability company ("Manhattan Charging"), Eric L'Esperance ("L'Esperance"), and Andrew Shapiro ("Shapiro" and together with Manhattan Charging, L'Esperance and the individual members of Manhattan Charging LLC, the "Beam Members"). The Company had previously entered into an agreement, dated December 31, 2012, (the "Initial Agreement") with Beam Acquisition and Manhattan Charging, pursuant to which Beam Acquisition acquired all of the outstanding membership interests in Beam in exchange for 1,265,822 restricted shares (the "Exchange Shares") of the Company's common stock, par value $0.001 (the "Common Stock"). In the Exchange Agreement, the Company, through Beam Acquisition, further identified the specific terms under which it acquired all of the outstanding membership interests of Beam and Beam became a wholly owned subsidiary of Beam Acquisition (the "Equity Exchange").

As part of the Equity Exchange, the Company made a payment of $500,000 to Manhattan Charging, of which an aggregate amount of $461,150 was issued in the form of promissory notes(the "Promissory Notes"). The Promissory Notes accrue interest at a rate of 6% per annum on the aggregate principal amount, payable and was paid on April 15, 2013 (the "Maturity Date"). As a security for the Promissory Notes, the Company entered into a security agreement granting the Beam Members a first priority security interest in all the assets of Beam (the "Security Agreement") and a pledge and security agreement granting the Beam Members a first priority security interest in all of the equity interest in Beam (the "Pledge and Security Agreement"). In connection with the event of default under the Promissory Notes, the Company entered into an escrow agreement (the "Escrow Agreement") by and among the Company, Beam Acquisition, Beam, the Beam Members, the Law Office of Samuel A. Tversky P.C. ("Tversky"), and the Bernstein Law Firm ("Bernstein" each of Tversky and Bernstein an "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, each of the Beam Members delivered to Bernstein an executed cancellation letter in connection with the transactions contemplated by the Exchange Agreement (the "Cancellation Letters"); Beam Acquisition delivered to Tversky a fully executed assignment of all ownership interest in Beam (the "Assignment of Beam Membership Interest"); and the Company, Beam Acquisition, and Beam delivered to Tversky an executed confession of judgment, to be held in escrow pursuant to the terms of the Escrow Agreement.

In conjunction with the Equity Exchange, the Company entered into an Assignment of Promissory Note (the "Note Assignment") with certain assignors (the "Assignors"), pursuant to which the Assignors sold to the Company two certain secured promissory notes (the "Notes") totaling an aggregate principal amount of $130,000. In connection with the Note Assignment, the Company entered into an Amendment to Promissory Note (the "Note Amendment"). Pursuant to the Note Amendment, the Notes held by the Company accrue interest at a rate of 8% per annum on the aggregate principal amount, payable on February 26, 2016. The Notes are secured by a lien on and continuing security interest in all of the Beam assets as described in the Note Amendment.

Synapse Acquisition

On April 3, 2013 (the "Closing Date"), the Company, entered into an equity exchange agreement (the "Exchange Agreement") by and among the Company, EV Pass, LLC, a New York limited liability company ("EV Pass") and Synapse Sustainability Trust, Inc., a New York non-profit corporation ("Synapse") pursuant to which the Company acquired from Synapse (i) all of the outstanding membership interests in EV Pass; (ii) the right to operate, maintain and receive revenue from 68 charging stations located throughout Central New York State ("CNY") in exchange for 671,141 shares (the "Exchange Shares") of the Company's common stock, par value $0.001 (the "Common Stock"); and (iii) title to the registered trademark "EV Pass" (the "Equity Exchange").

As part of the Equity Exchange, the Company made a payment of $100,000 to Synapse, of which $25,000 was paid on the Closing Date and $75,000 was issued in the form of a promissory note (the "Promissory Note"). The Promissory Note does not bear interest and is payable in three installment payments of $25,000 on each subsequent three month anniversary of the Closing Date.

On the Closing Date, the parties also executed (i) a Revenue Sharing Agreement wherein the Company agreed to pay Synapse 3.6% of the net revenues earned from all current and future charging units installed at any of the 68 CNY locations and (ii) a Bleed-Out Agreement pursuant to which Synapse agreed to limit its total daily trading of the Common Stock to no more than 5% of the total daily trading volume of the Company's shares.

Notes Payable

On January 31, 2013, the Company repaid the note payable and accrued interest thereon to the Chief Executive Officer of the Company in the amount of $5,056.

On March 5, 2013, the Company repaid the three notes payables and accrued interest thereon to the unsecured warrant holder in the amount of $146,762.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934 (“Exchange Act”), the Company carried out an evaluation, with the participation of the Company’s management, including the Company’s Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”) (the Company’s principal financial and accounting officer), of the effectiveness of the Company’s disclosure controls and procedures (as defined under Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, the Company’s CEO and CFO concluded that the Company’s disclosure controls and procedures are not effective to ensure that information required to be disclosed by the Company in the reports that the Company 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, and that such information is accumulated and communicated to the Company’s management, including the Company’s CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control Over Financial Reporting.

The management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Our internal control system was designed to, in general, provide reasonable assurance to the Company’s management and board regarding the preparation and fair presentation of published financial statements, but because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of the Company’s internal control over financial reporting as of December 31, 2012. The framework used by management in making that assessment was the criteria set forth in the document entitled “Internal Control – Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on that assessment, management concluded that, during the period covered by this report, such internal controls and procedures were not effective as of December 31, 2012 and that a material weakness in ICFR existed as more fully described below.

As defined by Auditing Standard No. 5, “An Audit of Internal Control Over Financial Reporting that is Integrated with an Audit of Financial Statements and Related Independence Rule and Conforming Amendments,” established by the Public Company Accounting Oversight Board ("PCAOB"), a material weakness is a deficiency or combination of deficiencies that result in a more than a remote likelihood that a material misstatement of annual or interim financial statements will not be prevented or detected. In connection with the assessment described above, management identified the following control deficiencies that represent material weaknesses as of December 31, 2012:

(1) Lack of an independent audit committee or audit committee financial expert; our board of directors serves as the audit committee. These factors are counter to corporate governance practices as defined by the various stock exchanges and may lead to less supervision over management.

Our management determined that this deficiency constituted material weaknesses.

Due to our small size, we are not able to immediately take any action to remediate this material weakness. However, an audit committee will be formed when circumstances permit. Notwithstanding the assessment that our ICFR was not effective and that there was a material weakness as identified herein, we believe that our consolidated financial statements contained in this Annual Report fairly present our financial position, results of operations and cash flows for the years covered thereby in all material respects.

This annual report does not include an attestation report of the Company’s registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by the Company's registered public accounting firm as we are a smaller reporting company and not required to provide the report.

Changes in Internal Control over Financial Reporting

There have been no changes in our system of internal control over financial reporting occurred during the fourth quarter of the fiscal year ended December 31, 2012 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Our directors, executive officers and key employees are listed below. The number of directors is determined by our board of directors. All directors hold office until the next annual meeting of the board or until their successors have been duly elected and qualified. Officers are elected by the board of directors and their terms of office are, except to the extent governed by employment contract, at the discretion of the board of directors.

Name	Age	Principal Positions With Us
Bill Richardson	65	Chairman of Board of Directors
Andy Kinard	48	President, Director
Michael D. Farkas	41	Chief Executive Officer, Director
Jack Zwick	77	Chief Financial Officer, Director
William Fields*	63	Director
Eckardt Beck**	69	Director

*William Fields was appointed to the Board as of January 11, 2013.
** Eckardt Beck was appointed to the Board as of April 3, 2013.

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

Bill Richardson, Chairman of the Board of Directors

Governor Richardson has served as Chairman of our Board of Directors since December 14, 2012. Governor Richardson currently serves as Senior Fellow for Latin America at Rice University's James A. Baker III Institute for Public Policy, and participates on several non-profit and for-profit boards including Abengoa's International Advisory Board, the fifth largest biofuels producer in the United States, WRI World Resources Institute, and the National Council for Science and the Environment. From January 2003 through January 2011, he was the Governor of New Mexico. Prior to his governorship, Governor Richardson was the U.S. Secretary of Energy (1998-2001), U.S. Ambassador to the United Nations (1997-1998) and a member of the U.S House of Representatives for New Mexico (1983-1997). Governor Richardson has a BA from Tufts University and an MA from Tufts University Fletcher School of Law and Diplomacy.

Based on his experience in the energy sector, work experience and education, the Company has deemed Governor Richardson fit to serve on the Board.

Andy Kinard, President, Director

Mr. Kinard has served as our President and as a member of our board of directors since 2009. Prior to his joining our 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") where he worked for 15 years. In his early years, his focus was on engineering. During his tenure, 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. Mr. Kinard graduated from the Auburn University in 1987 with a degree in Engineering.

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

Jack Zwick, Chief Financial Officer, Director

Mr. Zwick has served as our Chief Financial Officer and as a member of our board of directors since 2012. Mr. Zwick is a certified public accountant, and he is a founding member of Zwick & Banyai, PLLC, certified public accountants, where he has worked since its inception in 1994. He began his career in public accounting in 1958 in Detroit; he worked with local firms in New York and Detroit until 1969 when he joined Laventhol & Horwath. He was promoted to partner at Laventhol & Horwath in 1973 and became the managing partner of the Detroit office in 1982. He was also an executive director with Grant Thornton (an International CPA firm).

Mr. Zwick holds a Bachelor of Arts degree in Accountancy and a Masters of Science in Taxation from Wayne State University. He is a member of the American Institute of Certified Public Accountants; the Michigan Association of Certified Public Accountants; and past Chair of the City of Southfield Zoning Board of Appeal. He was a member of Wayne State University's Accounting Department Advisory Board. He was a member of the Board of Directors of Health-Chem Corporation, (a public company). He has served on the Executive Committee of senior citizens housing projects and their food committees and served on the board of a private school.

Mr. Zwick currently serves as, and has served in the past five years as a life member of the Board of Trustees of the senior citizens housing projects, the Senior Vice President of finance of Sunrise Sports & Entertainment, LLC the Florida Panthers of the National Hockey League and was the CFO of American Bio Care, Inc. (a public company). He currently serves as a member of the board of directors and chairman of the audit committee for First China Pharmaceutical Group, Inc., a public company.

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

Michael D. Farkas, Chief Executive Officer, Director

Mr. Farkas has served as our Chief Executive Officer and as a member of our board of directors since 2009. Mr. Farkas is the founder and manager of The Farkas Group, a privately held investment firm. Mr. Farkas also currently holds the position of Chairman and Chief Executive Officer of the Atlas Group, where its subsidiary, Atlas Capital Services, a broker-dealer, has successfully raised more than $200 million for a number of public 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, and automotive retail.

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

William Fields, Director

Mr. Fields has served as a director since January 11, 2013. Mr. Fields is Chairman of Intersource Co. Ltd., Chairman of Four Corners International, and General Partner of Origentics. Previously, Mr. Fields served as Chairman and Chief Executive Officer of Factory 2-U Stores, Inc. from 2002 to 2003, President and Chief Executive Officer of Hudson's Bay Company from 1997 to 1999 and as Chairman and Chief Executive Officer of Blockbuster Entertainment Group, a division of Viacom, Inc., from 1996 to 1997. Mr. Fields has also held numerous positions with Wal-Mart Stores, Inc., which he joined in 1971. He left Wal-Mart in March 1996 as President and Chief Executive Officer of Wal-Mart Stores Division, and Executive Vice President of Wal-Mart Stores, Inc. Mr. Fields has also served as a director of the following companies during the past five years: Lexmark International as Director since 1996, Biosara Corporation, as Chairman, since 2009, Graphic Packaging Corporation from 2005 to 2008, Sharper Image Corporation from 2006 to 2008, and VitaminSpice LLC from 2009 to 2010. Mr. Fields received his bachelor's degree in Economics and Business from the University of Arkansas.

Based on Mr. Fields experience, qualifications, skills, significant executive management experience gained as a chief executive officer of four companies, financial expertise acquired as a chief executive officer; and significant experience gained as a director of multiple publicly-held companies the Company has deemed Mr. Fields fit to serve as a Director on the Board.

Eckardt Beck, Director

Mr. Beck has served as a director since April 3, 2013. Mr. Beck currently serves on the Executive Committee of 3GI Terminals, LLC, an intermodal infrastructure company committed to advancing global opportunities for importing and exporting goods. For the period of 2002 – 2012, Mr. Beck served as managing partner of Synapse Partners, LLC, a company founded by Mr. Beck. Synapse Partners LLC includes two operating businesses: Synapse Sevices LLC, and Synpase Risk Management LLC. Synapse a wholesale excess line brokerage firm doing business in 43 states. In 2003, Mr. Beck founded the Synapse Sustainability Trust, of which he is currently its Executive Director, a community based not-for-profit community based organization whose stated mission includes the lessening of burdens on government/education institutions, foster public awareness and participation in sustainable environmental initiatives and to provide technical assistance to local government, educational, and community stakeholders. Mr. Beck holds a bachelor's degree in Business and Industrial Communications from Emerson College and a master's degree in Public Administration from New York University.

Based on Mr. Beck's experience, qualifications, skills and managerial experience gained as an executive of diverse businesses in various sectors of the economy, the Company has deemed Mr. Beck fit to serve as a Director on the Board.

Family Relationships

There are no relationships between any of the officers or directors of the Company.

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 Securities and Exchange Commission 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 Commission.

Term of Office

Our directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders or until removed from office in accordance with our bylaws. Our officers are appointed by our Board of Directors and hold office until removed by the Board.

Board Committees

Our Board of Directors has no separate committees and our Board of Directors acts as the audit committee and the compensation committee. Mr. Fields serves as a financial expert serving on our Board of Directors.

Section 16(a) Beneficial Ownership Reporting Compliance

The Company does not have a class of securities registered under the Exchange Act and therefore its directors, executive officers, and any persons holding more than ten percent of the Company's common stock are not required to comply with Section 16 of the Exchange Act.

Code of Ethics

Our code of ethic creates an affirmative obligation on the part of the CEO, CFO and any members of the finance department to, among other things, generally act with honesty and integrity and to promptly report any violations of law or business ethics.

ITEM 11. EXECUTIVE COMPENSATION

Summary Compensation Table

The following summary compensation table sets forth all compensation awarded to, earned by, or paid to the named executive officer during the years ended December 31, 2011, and 2012 in all capacities for the accounts of our executive, including the Chief Executive Officer (CEO) and Chief Financial Officer (CFO).

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan Compensation ($)	Non-Qualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Totals ($)
Andy Kinard, President	2011	$ 67,089	$ 4,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 71,089
	2012	$ 80,740	$ 0	$ 0	$ 431,846	$ 0	$ 0	0	$ 512,586
Michael D. Farkas, Chief Executive	2011	$ 155,127	$ 25,000	$ 0		$ 0	$ 0	$ 0	$ 180,127
Officer	2012	$ 335,190	$ 30,000	$ 0	$1,078,847	$ 0	$ 0	$ 24,800	$1,468,837
Jack Zwick, Chief Financial	2011	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Officer	2012	$ 0	$ 0	$ 146,250	$ 431,846	$ 0	$ 0	$ 8,000	$ 586,096
Ted Fagenson, Chief Operating	2011	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Officer**	2012	$ 107,500	$ 0	$ 0	$1,688,130	$ 0	$ 0	$ 0	$1,795,630
Richard Adeline, Chief Financial	2011	$ 71,156	$ 10,000	$ 0	$ 0	$ 0	$ 0	$ 0	$ 81,156
Officer, Treasurer*	2012	$ 7,599	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 7,599

* *Mr. Adeline is no longer an employee of the Company as of February 27, 2012.*
** *Mr. Fagenson is no longer an employee of the Company as of October 3, 2012.*

Stock Grants

Mr. Zwick was issued 75,000 shares of the Company's common stock valued at $146,250 on the date of issuance, in connection with his hiring as the Company's interim Chief Financial Officer and Director.

Option Grants

Messrs. Kinard, Zwick and Farkas were awarded 300,000, 300,000 and 750,000 options respectively under the Company's 2012 Omnibus Plan and valued on the date of grant at $431,486, $431,846 and $1,078,847 in accordance with FASB ASC Topic 718.

No options were exercised during the year ended December 31, 2011 or 2012.

Warrant Grants

Mr. Fagenson was awarded warrants to purchase 1,000,000 shares of the Company's common stock, which vested ratably over three years and valued on the date of grant at $1,688,130 in accordance with FASB ASC Topic 718. No warrants were exercised during 2012 and 2011. Mr. Fagensons's warrants were forfeited upon his departure from the Company.

Long-Term Incentive Plan ("LTIP") Awards Table.

No awards made during the years ended December 2011 or 2012 under any LTIP.

Other Compensation

Mr. Farkas received an auto allowance of $1,500 per month and health insurance reimbursement of $6,800 for the year ended December 31, 2012.

Mr. Zwick received a monthly stipend of $1,000 per month for the year ended December 31, 2012.

Employment Agreements

The Company entered into an employment agreement with Michael Farkas, its CEO, on October 15, 2010. The agreement is for three years and stipulates 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 upon commencement of the agreement.

Compensation of Directors

Directors are permitted to receive fixed fees and other compensation for their services as directors. The Board has the authority to fix the compensation of directors. Jack Zwick has received 75,000 shares as compensation for his services as a director and interim Chief Financial Officer.

The Company entered into a director agreement (the “Richardson Agreement) with Governor Richardson. Pursuant to the Richardson Agreement, Governor Richardson will fulfill general duties associated with being Chairman of the Board. For every board meeting he attends, Governor Richardson will receive five-year options to purchase 5,000 shares at an exercise price equal to the then-current market price, which will vest two years following the grant date, and $1,500, which can be paid in shares at a value of $3,000 at the Company’s discretion. Additionally, Governor Richardson will receive $100,000 annually for being Chairman of the Board. Upon the execution of the Richardson Agreement, Governor Richardson received 200,000 shares and five-year options to purchase 10,000 shares at an exercise price of $1.00, which will vest two years following the grant date.

The Company entered into a director agreement (the “Fields Agreement) with Mr. Fields. Every year that he is a member of the Board, Mr. Fields will receive five-year options to purchase 12,000 shares at an exercise price equal to $0.01 above the closing price on the date of grant, which will vest two years following the grant date. For every board meeting he attends, Mr. Fields will receive five-year options to purchase 5,000 shares at an exercise price equal to $0.01 above the closing price on the date of grant, which will vest two years following the grant date, and $1,500, which can be paid in shares at a value of $3,000 at the Company’s discretion. Additionally, should Mr. Fields become chairman of any Board committee, he will receive $1,500 for every committee meeting attended, which can be paid in shares at a value of $3,000 at the Company’s discretion. Upon the execution of the Fields Agreement, Mr. Fields received 50,000 shares.

The following table provides information for 2012 regarding all compensation awarded to, earned by or paid to each person who served as a non-employee director for some portion or all of 2012. Other than as set forth in the table, to date we have not paid any fees to or, except for reasonable expenses for attending Board and committee meetings, reimbursed any expenses of our directors, made any equity or non-equity awards to directors, or paid any other compensation to directors.

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)	Warrant Awards ($)	Non-Equity Incentive Plan Compensation ($)	Nonqualified Deferred Compensation Earnings ($)	All Other Compensation ($)	Total ($)
(1) Governor Richardson	$ 6,849	$ 316,000	$ 15,800	$ -	$ -	$ -	$ 338,649

(1) Governor Richardson was appointed as Director on December 14, 2012

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The following table sets forth certain information regarding our shares of common stock beneficially owned as of April 15, 2013, 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 table 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 this table, 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 April 15, 2013. For purposes of computing the percentage of outstanding shares of our common stock held by each person or group of persons named above, any shares that such person or persons has the right to acquire within 60 days of April 15, 2013 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.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership of Common Stock	Percent Common Stock (1)	Amount and Nature of Beneficial Ownership of Series A Preferred Stock	Percent of Series A Preferred Stock (2)
5% Shareholders				
Ze'evi Group, Inc. 6538 Collins Avenue, Suite 57 Miami Beach, FL 33141	17,807,694	35.30%	-	-%
Platinum Partners Liquid Opportunity Master Fund, LP 152 West 57th Street, 4th Floor New York, NY 10019	7,075,219	13.49%	-	-
Nathan Low 600 Lexington Avenue, 23 rd Floor New York, NY 10022	5,905,000(3)	11.67%	-	-
Directors and Executive Officers				
Michael D. Farkas 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	34,440,335(4)	42.42%	10,000,000	100%
Bill Richardson 1691 Michigan Avenue Suite 601 Miami Beach, FL 33139	200,000	*	-	-
Jack Zwick 20950 Civic Center Drive, Suite 418 Southfield, MI 48076	75,000	*	-	-
William Fields 1691 Michigan Avenue Suite 601 Miami Beach, FL 33139	50,000	*	-	-
Eckardt Beck 1691 Michigan Avenue Suite 601 Miami Beach, Florida 33139	50,000	*	-	-
Andy Kinard 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	10,000(5)	*	-	-

All directors and officers as a group (5 people)	**34,825,335**	**42.89%**	**10,000,000**	**100%**

* Less than 1%

(1) Based on 50,442,455 shares of common stock issued and outstanding as of April 12, 2013. Shares of common stock subject to options or warrants currently exercisable or exercisable within 60 days are deemed outstanding for purposes of computing the percentage of the person holding such options or warrants, but are not deemed outstanding for purposes of computing the percentage of any other person.

(2) Based on 10,000,000 shares of Series A Preferred Stock issued and outstanding as of April 12, 2013. Each share of Series A Preferred Stock has voting rights five times the number of shares of common stock into which the Series A Preferred Stock are convertible, as designated in the Certificate of Designation for the Series A Convertible Preferred Stock. The total aggregate number of votes for the Series A Preferred Stock is 125 million.

(3) Includes 2,800,000 shares held by Sunrise Securities Corp., which is 100% owned by Nathan Low; 1,750,000 shares held by NLBDIT Portfolio LLC, a trust held in the name of Nathan Low's children, of which he is a guardian; 1,200,000 shares held by the Sunrise Charitable Foundation of which Mr. Low has voting authority, 50,000 warrants, which are currently exercisable, held by Sunrise Financial Group, which is 100% owned by Nathan Low; and 100,000 warrants, which are currently exercisable, held by Nathan Low.

(4) Includes 10,000,000 Series A Convertible Preferred shares as if converted into 25,000,000 shares of common stock; 2,698,000 shares of common stock and 5,000 warrants all owned by Mr. Farkas. Additionally included are 250,000 common shares owned by each of Mr. Farkas' three minor children of which Mr. Farkas has voting authority and serves as custodian; 4,000 shares owned by the Farkas Family Irrevocable Trust of which Mr. Farkas is a trustee and 250,000 common shares owned by The Farkas Family Foundation of which Mr. Farkas has voting authority as trustee and 5,733,335 warrants, which are currently exercisable, held by The Farkas Group, Inc. which is wholly-owned by Michael D. Farkas.

(5) Includes 10,000 warrants, which are currently exercisable, held by Andy Kinard.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

Related Party Transactions

During 2012 and 2011, the Company paid consulting fees to a company that is owned by our Chief Executive Officer totaling $0 and $100,000, respectively. Additionally, the Company paid commissions totaling $77,500 during the year ended December 31, 2012 to this company for business development related to installations of EV charging stations by the Company in accordance with the support services contract. No commissions were paid to this Company during 2011.These fees were paid pursuant to the terms of a two-year support services contract that was in place prior to the CEO's employment.

On March 29, 2012, the Company entered into a patent license agreement with its Chief Executive Officer and a company which is managed by a group of which our Chief Executive Officer is the principal. Under terms of the agreement, the Company has agreed to pay royalties to the licensors equal to 10% of the gross profits received by the Company from bona fide commercial sales and/or use of the licensed products and licensed processes. As of December 31, 2012, the Company has not paid any royalty fees related to this agreement.

The Company incurred accounting and tax service fees totaling $68,913 for the year ended December 31, 2012 provided by a company that is partially owned by the Company's Chief Financial Officer.

On December 13, 2012, we issued a warrant to purchase 100,000 shares of our common stock at an exercise of $1.64 per share as a fee for services to a company that is owned by our Chief Executive Officer. The warrant expires on December 13, 2015.

On December 28, 2012, we issued our Chief Executive Officer an unsecured convertible note in the amount of $5,000, due June 28, 2013, with interest at 12% per anum. The note is convertible, at the discretion of the holder into our common stock at the fixed rate of $1.00 per principal value for any unpaid principal and accrued interest thereon until the note is paid in full. In conjunction with the issuance of the note, we issued a warrant, to our Chief Executive Officer to purchase 5,000 shares of our common stock at an exercise price of $1.00 per share. The warrant expires on December 28, 2014.

Michael D. Farkas has long-standing relationships with the principals of Ze'evi Group Inc. and has had numerous financial dealings with them over the years, including personal and business loans and investments.

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 Governor Richardson and Mr. Fields are independent directors. We do not have an audit committee, compensation committee or nominating committee.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Audit Fees

For the Company's fiscal years ended December 31, 2012 and 2011, we were billed approximately $35,172 and $75,500 for professional services rendered for the audit and review of our financial statements.

Audit Related Fees

There were no fees for audit related services for the years ended December 31, 2012 and 2011.

Tax Fees

For the Company's fiscal years ended December 31, 2012 and 2011, we were not billed for professional services rendered for tax compliance, tax advice, and tax planning.

All Other Fees

The Company did not incur any other fees related to services rendered by our principal accountant for the fiscal years ended December 31, 2012 and 2011.

Effective May 6, 2003, the Securities and Exchange Commission adopted rules that require that before our auditor is engaged by us to render any auditing or permitted non-audit related service, the engagement be:

-approved by our audit committee; or

-entered into pursuant to pre-approval policies and procedures established by the audit committee, provided the policies and procedures are detailed as to the particular service, the audit committee is informed of each service, and such policies and procedures do not include delegation of the audit committee's responsibilities to management.

We do not have an audit committee. Our entire board of directors pre-approves all services provided by our independent auditors.

The pre-approval process has just been implemented in response to the new rules. Therefore, our board of directors does not have records of what percentage of the above fees were pre-approved. However, all of the above services and fees were reviewed and approved by the entire board of directors either before or after the respective services were rendered.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

(a) The following documents are filed as part of this report:

(1) Financial Statements:

The audited consolidated balance sheets of the Company as of December 31, 2012 and, 2011, the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the years then ended and the period from inception (September 3, 2009) to December 31, 2012, the footnotes thereto, and the report of Goldstein Schechter Koch P.A., independent auditors, are filed herewith.

(2) Financial Schedules:

None

Financial statement schedules have been omitted because they are either not applicable or the required information is included in the consolidated financial statements or notes hereto.

(3) Exhibits:

The exhibits listed in the accompanying index to exhibits are filed or incorporated by reference as part of this Report.

(b) The following are exhibits to this Report and, if incorporated by reference, we have indicated the document previously filed with the SEC in which the exhibit was included.

Certain of the agreements filed as exhibits to this Report contain representations and warranties by the parties to the agreements that have been made solely for the benefit of the parties to the agreement. These representations and warranties:

- may have been qualified by disclosures that were made to the other parties in connection with the negotiation of the agreements, which disclosures are not necessarily reflected in the agreements;
- may apply standards of materiality that differ from those of a reasonable investor; and
- were made only as of specified dates contained in the agreements and are subject to subsequent developments and changed circumstances.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date that these representations and warranties were made or at any other time. Investors should not rely on them as statements of fact.

Exhibit Number	Description
3.1(a)	Articles of Incorporation (1)
3.1(b)	Amendment to Articles of Incorporation changing name and increasing the number of preferred shares authorized filed with the State of Nevada on December 7, 2009 (2)
3.1(c)	Amendment to Articles of Incorporation increasing the number of preferred shares authorized filed with the State of Nevada on June 29, 2012 (3)
3.1(d)	Certificate of Designation for Series A Preferred Stock (2)
3.1(e)	Amendment No. 1 to Certificate of Designation for Series A Preferred Stock (4)
3.1(f)	Certificate of Designation for Series B Preferred Stock (3)
3.2	Bylaws (1)
4.1	Form of Warrant(2)
4.2	Form of Warrant – October 2012 Offering (5)
4.3	Form of Warrant – March 2012 Offering (6)
4.4	Form of Convertible Promissory Note dated October 2012
10.1	Stock Purchase Agreement dated May 27, 2011. (7)
10.2	Subscription Agreement dated November 4, 2011. (8)
10.3	Stock Purchase Agreement dated January 31, 2012. (9)
10.4	Stock Purchase Agreement dated February 6, 2012. (10)
10.5	Form of Subscription Agreement – October 2012 Offering (5)
10.6	Form of Promissory Note, dated February 26, 2013.(6)
10.7	Security Agreement, dated February 26, 2013. (6)
10.8	Pledge and Security Agreement, dated February 26, 2013. (6)
10.9	Escrow Agreement, dated February 26, 2013. (6)
10.10	Form of Cancellation Letter, dated February 26, 2013. (6)
10.11	Form of Assignment of Beam Membership Interest, dated February 26, 2013, by and among Beam Acquisition LLC and Manhattan Charging LLC. (6)
10.12	Form of Assignment of Promissory Note, dated February 26, 2013, by and among Car Charging Group, Inc. and Beam charging LLC. (6)
10.13	Amendment to Promissory Notes, dated February 26, 2013, by and among Car Charging Group, Inc. and Beam Charging LLC. (6)
10.14	Form of Subscription Agreement – March 2013 Offering (6)
10.15**	2012 Omnibus Incentive Plan (11)
10.16**	2013 Omnibus Incentive Plan (12)
10.17**	Employment Agreement with Michael Farkas
10.18**	Director Agreement with Jack Zwick (13)
10.19**	Director Agreement with Bill Richardson (14)
10.20**	Director Agreement with William Fields (15)
10.21	Patent License Agreement, dated March 29, 2012, by and among Car Charging Group, Inc., Balance Holdings, LLC and Michael Farkas.
14.1	Code of Ethics (16)
21.1	List of Subsidiaries
31.1	Certification of Principal Executive Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Principal Executive Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Principal Financial Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS *	XBRL Instance Document
101.SCH *	XBRL Taxonomy Schema
101.CAL *	XBRL Taxonomy Calculation Linkbase
101.DEF *	XBRL Taxonomy Definition Linkbase
101.LAB *	XBRL Taxonomy Label Linkbase
101.PRE *	XBRL Taxonomy Presentation Linkbase

In accordance with SEC Release 33-8238, Exhibits 32.1 and 32.2 are being furnished and not filed.

* Furnished herewith. XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

(1) Filed as an Exhibit on Form S-1 with the SEC on March 18, 2008.
(2) Filed as an Exhibit on Current Report to Form 8-K with the SEC on December 11, 2009.

(3) Filed as an Exhibit on Form 10-Q with the SEC on November 21, 2011.
(4) Filed as an Exhibit on Current Report to Form 8-K with the SEC on June 1, 2011.
(5) Filed as an Exhibit on Current Report to Form 8-K with the SEC on November 10, 2011.
(6) Filed as an Exhibit on Current Report to Form 8-K with the SEC on January 24, 2012.
(7) Filed as an Exhibit on Current Report to Form 8-K with the SEC on February 16, 2012.
(8) Filed as an Exhibit on Current Report to Form 8-K with the SEC on March 13, 2012.
(9) Filed as an Exhibit on Current Report to Form 8-K with the SEC on April 11, 2012.
(10) Filed as an Exhibit on Form 10-K/A with the SEC on September 30, 2009.
(11) Filed as an Exhibit on Current Report to Form 8-K with the SEC on January 19, 2011.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: April 16, 2013

CAR CHARGING GROUP, INC.

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

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/Bill Richardson Bill Richardson	Chairman of the Board	April 16, 2013
/s/Michael D. Farkas Michael D. Farkas	Chief Executive Officer and Director (principal executive officer)	April 16, 2013
/s/ Jack Zwick Jack Zwick	Chief Financial Officer and Director (principal financial and accounting officer)	April 16, 2013
/s/Andy Kinard Andy Kinard	President and Director	April 16, 2013
/s/William Fields William Fields	Director	April 16, 2013
/s/Eckhard Beck Eckhard Beck	Director	April 16, 2013

Supplemental Information to be Furnished with Reports Filed Pursuant to Section 15(d) of the Act by Registrants Which Have Not Registered Securities Pursuant to Section 12 of the Act

The registrant has not sent to its sole stockholder an annual report to security holders covering the registrant's last fiscal year or any proxy statement, form of proxy or other proxy soliciting material with respect to any annual or other meeting of security holders.

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT.

Principal Amount: __________ Issue Date: __________

SECURED CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, CAR CHARGING GROUP, INC., a Nevada corporation (hereinafter called "**Borrower**"), hereby promises to pay to the order of __________ (collectively, the "**Holder**"), without demand, the sum of __________ ($__________) ("**Principal Amount**"), with interest accruing thereon, on the six (6) month anniversary date of the Issue Date (the "**Maturity Date**"), if not sooner paid.

This Note is issued by Borrower pursuant to that certain Convertible Note Purchase Agreement dated of even date herewith.

This Note also contains a three (3) year warrant to purchase __________ shares of common stock substantially in the form attached as Exhibit A to the Note (the "Warrant").

ARTICLE I
GENERAL PROVISIONS

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

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

1.3 Conversion Privileges. The Conversion Rights set forth in Article II shall remain in full force and effect immediately from the date hereof and until the Note is paid in full regardless of the occurrence of an Event of Default. This Note shall be payable in full on the Maturity Date, unless previously converted into Common Stock in accordance with Article II hereof.

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

1.5 Installation Payments. Prior to the Maturity Date, for every One Million Dollars ($1,000,000) cumulatively received by Borrower from equity investor(s), the Holder shall be entitled to be repaid Twenty Five Thousand Dollars ($25,000).

ARTICLE II
CONVERSION RIGHTS

The Holder shall have the right to convert the principal and any interest due under this Note into Shares of the Borrower's Common Stock, $0.001 par value per share ("**Common Stock**") as set forth below.

2.1. Conversion into the Borrower's Common Stock.

(a) The Holder shall have the right from and after the date of the issuance of this Note and then at any time until this Note is fully paid, to convert any outstanding and unpaid principal portion of this Note, and accrued interest, at the election of the Holder (the date of giving of such notice of conversion being a "**Conversion Date**") into fully paid and non-assessable shares of Common Stock as such stock exists on the date of issuance of this Note, or any shares of capital stock of Borrower into which such Common Stock shall hereafter be changed or reclassified, at the Fixed Conversion Price (as defined in Section 2.1(b) hereof), determined as provided herein. Upon delivery to the Borrower of a completed Notice of Conversion, a form of which is annexed hereto as Exhibit A, Borrower shall issue and deliver to the Holder within three (3) business days after the Conversion Date (such third day being the "**Delivery Date**") that number of shares of Common Stock for the portion of the Note converted in accordance with the foregoing. At the election of the Holder, the Borrower will deliver accrued but unpaid interest on the Note, if any, through the Conversion Date directly to the Holder on or before the Delivery Date. The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing that portion of the principal of the Note and interest, if any, to be converted, by the Fixed Conversion Price.

(b) Subject to adjustment as provided herein, the fixed conversion price per share shall be equal to $1.00 ("**Fixed Conversion Price**").

(c) The Fixed Conversion Price and number and kind of shares or other securities to be issued upon conversion determined pursuant to Section 2.1(a), shall be subject to adjustment from time to time upon the happening of certain events while this conversion right remains outstanding, as follows:

A. Merger, Sale of Assets, etc. If (A) the Borrower effects any merger or consolidation of the Borrower with or into another entity, (B) the Borrower effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Borrower or another entity) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, (D) the Borrower consummates a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more persons or entities whereby such other persons or entities acquire more than the 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by such other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock purchase agreement or other business combination), (E) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate Common Stock of the Borrower, or (F) the Borrower effects any reclassification of the Common Stock or any merger or voluntary or compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "**Fundamental Transaction**"), this Note, as to the unpaid principal portion thereof and accrued interest thereon, shall thereafter be deemed to evidence the right to convert into such number and kind of shares or other securities and property as would have been issuable or distributable on account of such Fundamental Transaction, upon or with respect to the securities subject to the conversion right immediately prior to such Fundamental Transaction. The foregoing provision shall similarly apply to successive Fundamental Transactions of a similar nature by any such successor or purchaser. Without limiting the generality of the foregoing, the anti-dilution provisions of this Section shall apply to such securities of such successor or purchaser after any such Fundamental Transaction.

B. Reclassification, etc. If the Borrower at any time shall, by reclassification or otherwise, change the Common Stock into the same or a different number of securities of any class or classes that may be issued or outstanding, this Note, as to the unpaid principal portion thereof and accrued interest thereon, shall thereafter be deemed to evidence the right to purchase an adjusted number of such securities and kind of securities as would have been issuable as the result of such change with respect to the Common Stock immediately prior to such reclassification or other change.

C. Stock Splits, Combinations and Dividends. If the shares of Common Stock are subdivided or combined into a greater or smaller number of shares of Common Stock, or if a dividend is paid on the Common Stock in shares of Common Stock, the Conversion Price shall be proportionately reduced in case of subdivision of shares or stock dividend or proportionately increased in the case of combination of shares, in each such case by the ratio which the total number of shares of Common Stock outstanding immediately after such event bears to the total number of shares of Common Stock outstanding immediately prior to such event.

D. Fundamental Transaction. In the event the Borrower undergoes a Fundamental Transaction, as a condition thereof, Borrower covenants and agrees to cause the surviving entity to such transaction to assume the obligations under this Note, including the right to convert the outstanding Principal and Interest hereon into common stock of the company into which shares of the Common Stock of Borrower are exchanged or issues at the Fixed Conversion Price and upon the closing of such Fundamental Transaction, and as a condition thereof, such company shall assume the obligations of Borrower as if named as Borrower herein.

(d) Whenever the Conversion Price is adjusted pursuant to Section 2.1(c) above, the Borrower shall promptly mail to the Holder a notice setting forth the Conversion Price after such adjustment and setting forth a statement of the facts requiring such adjustment.

(e) During the period the conversion right exists, Borrower will reserve from its authorized and unissued Common Stock not less than an amount of Common Stock equal to 120% of the amount of shares of Common Stock issuable upon the full conversion of this Note. Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. Borrower agrees that its issuance of this Note shall constitute full authority to its officers, agents, and transfer agents who are charged with the duty of executing and issuing stock certificates to execute and issue the necessary certificates for shares of Common Stock upon the conversion of this Note.

2.2 Method of Conversion. This Note may be converted by the Holder in whole or in part as described in Section 2.1(a) hereof. Upon partial conversion of this Note, a new Note containing the same date and provisions of this Note shall, at the request of the Holder, be issued by the Borrower to the Holder for the principal balance of this Note and interest which shall not have been converted or paid.

2.3. Maximum Conversion. The Holder shall not be entitled to convert on a Conversion Date that amount of the Note in connection with that number of shares of Common Stock which would be in excess of the sum of (i) the number of shares of Common Stock beneficially owned by the Holder and its affiliates on a Conversion Date, (ii) any Common Stock issuable in connection with the unconverted portion of the Note, and (iii) the number of shares of Common Stock issuable upon the conversion of the Note with respect to which the determination of this provision is being made on a Conversion Date, which would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock of the Borrower on such Conversion Date. For the purposes of the provision to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and Regulation 13d-3 thereunder. Subject to the foregoing, the Holder shall not be limited to aggregate conversions of 4.99%. The Holder shall have the authority and obligation to determine whether the restriction contained in this Section 2.3 will limit any conversion hereunder and to the extent that the Holder determines that the limitation contained in this Section applies, the determination of which portion of the Notes are convertible shall be the responsibility and obligation of the Holder.

2.4 Registration Rights. The Borrower shall grant to the Holder or its assignees, for any shares of Common Stock issued pursuant to this Note, piggyback registration rights, on Form S-3, Form SB-2, S-1 or such other form as may be applicable pursuant to the Securities Act of 1933 as amended in accordance with the terms set forth below. Except as provided herein, the Borrower shall pay all expenses in connection with all registration of shares of the Common Stock. Notwithstanding the foregoing, each of the Borrower and the Holder shall be responsible for its own internal administrative and similar costs, which shall not constitute registration expenses.

ARTICLE III
EVENT OF DEFAULT

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

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

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

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

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

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

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

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

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

3.9 Reservation Default. Failure by the Borrower to have reserved for issuance upon conversion of the Note the number of shares of Common Stock as required in this Note.

ARTICLE IV
SECURITY INTEREST

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

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

ARTICLE V
MISCELLANEOUS

5.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder hereof in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the first business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Borrower to: Car Charging Group, Inc., Michael Farkas, CEO, 1691 Michigan Avenue, Suite 601, Miami Beach, FL 33139, facsimile: (305) 521-0201, with a copy by fax only to: Greg Jaclin, Esq., Anslow + Jaclin, LLP, (732) 577-1188 and (ii) if to the Holder, to the name, address and facsimile number set forth on the front page of this Note.

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

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

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

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

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

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

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

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

5.11 Shareholder Status. The Holder shall not have rights as a shareholder of the Borrower with respect to unconverted portions of this Note. However, the Holder will have the rights of a shareholder of the Borrower with respect to the Shares of Common Stock to be received after delivery by the Holder of a Conversion Notice to the Borrower.

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

CAR CHARGING GROUP, INC.

By: ________________________________
Michael D. Farkas, Chief Executive Officer

Exhibit A
DEFINITION OF COLLATERAL

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

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

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

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

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

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

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

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

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

NOTICE OF CONVERSION

(To be executed by the Registered Holder in order to convert the Note)

The undersigned hereby elects to convert $_________ of the principal and $_________ of the interest due on the Note issued by CAR CHARGING GROUP, INC. on __________ into Shares of Common Stock of CAR CHARGING GROUP, INC. (the "Borrower") according to the conditions set forth in such Note, as of the date written below.

Date of Conversion:____

Conversion Price:____

Number of Shares of Common Stock Beneficially Owned on the Conversion Date: Less than 5% of the outstanding Common Stock of CAR CHARGING GROUP, INC.

Shares To Be Delivered:____

Signature:____

Print Name:____

Address: ____

____

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered effective as of October 29, 2010, between Car Charging Group Inc a Nevada corporation, (the "**Company**"), whose principal place of business is 1691 Michigan Avenue, Miami Beach, Florida 33139 and Michael D. Farkas an individual (the "**Executive**"), whose address is 5005 Lakeview Drive, Miami Beach, Florida 33140

RECITALS

A. The Company invests in and maintains electric car charging equipment and partners with other operating corporations (the Affiliates) to establish Electric Vehicle charging stations. (the "Business").

B. The Executive has extensive knowledge of the industry as well as the Company, and the Company wishes to employ Executive as Chief Executive Officer for the Company and each of its current and future subsidiaries. (and affiliations)

NOW, THEREFORE, in consideration of the mutual agreements herein made, the Company and the Executive hereby agree as follows:

1. **EMPLOYMENT.**

The Company hereby agrees to employ Executive and Executive hereby accepts such employment in his capacity of Chief Executive Officer, upon the terms and conditions hereinafter set forth. The Company may also direct that the Executive serve as a member of its or its subsidiaries and partners (the Affiliates) Boards. In the event of service on any Board, the Executive will receive additional compensation, consistent with that received by other Board Members. The Company may also direct Executive to perform such duties for other entities which are now or may in the future be affiliated with the Company (the "Affiliates"), subject to the limitation that Executive's overall time commitment is comparable to similarly situated executives. Executive shall serve the Company and the Affiliates faithfully, diligently and to the best of his ability. Executive agrees during the Term (as hereinafter defined) of this Agreement to devote all of his full-time business efforts, attention, energy and skill to the performance of his employment to furthering the interest of Employer and the Affiliates. During the Term (including any renewals thereof) as defined, herein Executive shall have such duties and responsibilities commensurate with said position.

2. COMPENSATION/BENEFITS.

a. Salary. Company shall pay Executive a base salary (the "Base Salary"), of One Hundred Twenty Thousand ("\$120,000.00") Dollars for the first year of this agreement; Two Hundred Fifty Thousand ("\$250,000") for the second year of this agreement and Three Hundred Sixty Thousand ("\$360,000") for the third year of this agreement.. Said salary shall be paid consistent with the Company's payroll policies and procedures for all employees. Regardless, the Executive may seek other employment outside of his work week that is not in conflict with the terms of employment defined herein.

b. Performance and Signing Bonus. Executive may receive an annual bonus ("Bonus") in the form of cash and stock, at the discretion of the Board of Directors, or pursuant to one or more written plans adopted by the Board of Directors of the Company. As additional incentive to assume these duties, the Executive will receive a signing bonus of \$60,000.

c. Employee Benefits. The Executive shall be entitled to participate in all benefit programs of the Company currently existing or hereafter made available to executives and/or other executive employees, including, but not limited to, pension and other retirement plans, including any 401K Plan, group life insurance, dental, medical, sick leave, vacation and holidays.

d. Insurance/Insurance Policy Benefits.

(i) The Company shall provide company standard medical coverage for the Executive or reimbursement for individual coverage, at the Executives choice.

(ii) The Company may elect to obtain a Key Man term insurance policy on the Executive and the Company will be named the payee on such policy.

e. Vacation. During each fiscal year of the Company, the Executive shall be entitled to six (6) weeks of vacation time to be utilized or paid for each year, or accrue and carry over into the following year.

f. Business Expense Reimbursement. The Executive shall be entitled to receive proper reimbursement for all reasonable, out-of-pocket expenses incurred and approved by the Company.

g. Automobile and Telephone.

(i) The Executive shall be reimbursed for automobile expenses use by Executive for day-to-day employment activities at the standardizes Federal Mileage rate under the terms of this Agreement or the Company may elect to provide a leased vehicle selected by the Executive with Board approval with a monthly cost of no less than \$1,500.00.

(ii) The Company shall provide the Executive with a portable cellular telephone or reimbursement of such expense.

h. Warrants and Options

The quantity of options or warrants awarded to the Executive to acquire the Company's common stock or to his affiliate, The Farkas Group, Inc., which are held as of the signing date or awarded during the term of this agreement, shall be maintained, such that if any such options or warrants are exercised or expire, they will be replaced by the Company. Such replacement options and warrants will have a new exercise price that is one (1%) percent above the market price on the new issue date, but the new price and all terms will be subject to reset in a manner that is consistent with the terms of the original option or warrant.

3. TERM.

The Term of employment hereunder will commence on the date hereof, and end three (3) years from the Effective Date (the "Term"), subject to termination upon twelve months written notice. The Term shall automatically renew ("Renewal Term") for successive a one (1) year terms, unless written notification is provided by no less than sixty (60) days prior to the expiration of the Term.

4. DEATH, DISABILITY AND TERMINATION.

a. Death. In the event of the death of the Executive during the Term or the Renewal Term of the Agreement, accrued salary, vacation and expense reimbursement shall be paid to the Executive's designated beneficiary or to his estate, for the full term of this employment agreement.

b. Disability.

(i) In the event of the Executive's Disability, as hereinafter defined, below, payments will continue for the fully term of this agreement.

(ii) "Disability" for the purposes of this Agreement, shall be deemed to have occurred in the event (a) the Executive is unable by reason of sickness or accident to perform the Executive's duties under this Agreement for a cumulative total of twelve (12) weeks within any one calendar year or (b) the Executive is unable to perform Executive's duties for ninety (90) consecutive days or (c) the Executive has a guardian of the person or estate appointed by a court of competent jurisdiction. Disability shall be deemed to have occurred upon the first day of the month following the determination of disability as defined in the preceding sentence.

(iii) Anything herein to the contrary notwithstanding, the term "disability" hereunder may be superseded by the definitions set forth in any disability insurance obtained by the Company to allow for coverage of Executive.

c. Termination by the Company for Cause.

(i) Nothing herein shall prevent the Company from terminating Employment for Cause as hereinafter defined. Upon such termination for Cause, the Executive shall only continue to receive accrued salary and benefits for the period ending with date of such termination as provided in this Section 4(c).

(ii) "Cause" shall mean the executive has been convicted in a court of law for (a) committing or participating in an injurious act of fraud, gross neglect, misrepresentation or embezzlement against the Company; or (b) committed or participated in any other injurious act or omission wantonly, willfully, recklessly or in a manner which was grossly negligent against the Company.

(iii) Notwithstanding anything else contained herein, this Agreement will not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a notice of termination stating that the Executive committed one of the types of conduct set forth in this Section 4(c) and specifying the particulars thereof.

d. Termination by the Company Other Than for Cause.

(i) The foregoing notwithstanding, the Company may terminate the Executive's employment for whatever reason it deems appropriate; provided, however, that in the event such termination is not based on Cause, as provided in Section 4(c) above, or if Executive's employment is terminated under Sections 4(d) hereto the Company shall continue to be obligated to pay to Executive his salary and benefits for the full term of this employment agreement.

(ii) A Termination Fee of $500,000.

5. COVENANT NOT TO COMPETE

Except where the Board of Directors consents, Executive acknowledges and recognizes the highly competitive nature of Company's Business and the goodwill and business strategy of the Company, continued patronage constitute a substantial asset of the Company. Executive further acknowledges and recognizes that during the course of the Executive's employment Executive will receive specific knowledge of Company's Business, access to trade secrets and Confidential Information, as defined in Section 6, participate in business acquisitions corporation and decisions, and that it would be impossible for Executive to work for a competitor without using and divulging this valuable confidential information. Executive further acknowledges that Company is without an adequate remedy at law in the event this covenant is violated. and that this covenants not to compete is an independent covenant within this Agreement. This covenant shall survive this Agreement and shall be treated as an independent covenant for the purposes of enforcement and which shall apply regardless of whether Executive's employment is terminated with Cause as provided in Section 4(c) above, or if Executive's employment is terminated without Cause under Section 4(d) hereof. The Executive recognizes that the terms of this covenant are reasonable and necessary for the protection of the Company's business because the value of Executive's services will be enhanced by his association with the Company. Accordingly, Executive agrees to the following:

a. that for a period of one (1) year after termination of the Executive's employment under this Agreement or any renewal or extension thereof (the "Restricted Period"), for whatever reason and anywhere within the United States of America and any geographical area in which the Company was doing business prior to the Effective Date hereof (the "Restricted Area"), Executive will not individually or in conjunction with others, directly engage in any Business Activities, whether as an officer, director, proprietor, employer, employee, partner independent contractor, investor (other than as a passive holder of less than two percent (2%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent or otherwise (except with the approval of the Board of Directors).

b. that during the Restricted Period and within the Restricted Area, Executive will not, indirectly or directly, compete with the Company by soliciting, inducing or influencing any of the Company's customers that have a business relationship with the Company at any time during the Restricted Period to discontinue or reduce the extent of such relationship with the Company (except with the consent of the Board of Directors).

c. That during the Restricted Period and within the Restricted Area, Executive will not (a) directly or indirectly recruit any employee of the Company to discontinue such employment relationship with the Company, or (b) employ or seek to employ, or cause to permit any business which competes directly or indirectly with the Business of the Company (the "Competitive Business") to employ or seek to employ for any Competitive Business any person who is then (or was at any time within six (6) months prior to the date Executive or the Competitive Business employs or seeks to employ such person) employed by the Company.

d. That during the Restricted Period, Executive will not interfere with, disrupt, or attempt to disrupt any past or present relationship contractual or otherwise, between the Company and any of the Company's employees.

e. The provisions of Section 5 will not be in effect for any corporation or partnership of which the Company is a direct or indirect share/interest holder, and/or which has entered into any kind of joint venture relationship or partnership with the Company.

6. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

a. Executive acknowledges that the Company's: (1)trade secrets, private or secret processes, methods and ideas, as they exist from time to time, patient fists and information concerning the Company's services, business records and plans, inventions, acquisition strategy, price structure and pricing, discounts, costs, computer programs and listings, source code and/or subject code, copyright trademark proprietary information, formulae, protocols, forms, procedures, training methods, development technical information, know-how, show-how, new product and service development, advertising budgets, past, present or planned marketing, activities and procedures, method for operating the Company's Business, credit and financial data concerning the Company's customers, and marketing and (2) advertising, promotional and sales strategies, sales presentations, research information, revenues, acquisitions, practices and plans and information which is embodied in written or otherwise recorded form, and other information of a confidential nature not known publicly or by other companies selling to the same markets and specifically including information which is mental, not physical (collectively, the "Confidential Information") are valuable, special and unique assets of the Company, access to and knowledge of which have been provided to Executive by virtue of Executive's association with the Company. In light of the highly competitive nature of the industry in which the Company's business is conducted, Executive agrees that all Confidential Information, heretofore or in the future obtained by Executive as a result of Executive's association with the Company shall be considered confidential.

b. The Executive agrees that the Executive shall (1) hold in confidence and not disclose or make available to any third party any such Confidential Information obtained directly or constructively from the Company, unless so authorized in writing by the Company; (2) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (3) not use, directly or indirectly the Confidential Information in order to perform the Executive's duties and responsibilities to the Company; (4) restrict the disclosure or availability of the Confidential Information to those who have read and understood this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement without the prior consent of the Company; (5) not copy or modify any Confidential Information without prior written consent of the Company, provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Executive from performing his/her duties and responsibilities to the Company; (6) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; and (7) relinquish, and require all of its employees to relinquish, all rights it may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, which may contain, embody or make use of the Confidential Information, promptly delivery to the Company any such matter as the Company may direct at any time, and not retain any copies or other reproductions thereof.

c. Executive further agrees (1) that Executive shall promptly disclose in writing to the Company all ideas, inventions, improvements and discoveries which may be conceived, made or acquired by Executive as the direct or indirect result of the disclosure by the Company of the Confidential Information to Executive; (2) that all such ideas, inventions, improvements and discoveries conceived, made or acquired by Executive, alone or with the assistance of others, relating to the Confidential Information in accordance with the provisions hereof and that Executive shall not acquire any intellectual property rights under this Agreement except the limited right to use set forth in this Agreement; (3) that Executive shall assist in the preparation and execution of all applications, assignments and other documents which the Company may deem necessary to obtain patents, copyrights and the like in the United States and in jurisdictions foreign thereto, and to otherwise protect the Company.

d. Excluded from the Confidential Information, and therefore not subject to the provisions of this Agreement, shall be any information which the Executive can show (1) at the time of disclosure, is in the public domain as evidenced by printed publications; (2) after the disclosure, enters the public domain by way of printed publication through no fault of the Executive; (3) by written documentation was in his possession at the time of disclosure and which was not acquired directly or indirectly from the Company; or (4) by written documentation was acquired, after disclosure, from a third party who did not receive it from the Company, and who had the right to disclose the information without any obligation to hold such information confidential. The foregoing exceptions shall apply only from and after the date that the information becomes generally available to the public or is disclosed to the Executive by a third party, respectively. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain. Additionally, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain. If the Executive intends to avail himself of any of the foregoing exceptions, the Executive shall notify the Company in writing of his intention to do so and the basis for claiming the exception.

e. Upon written request of the Company, Executive shall return to the Company all written materials containing the Confidential Information. Executive shall also deliver to the Company written statements signed by Executive certifying all materials have been returned within five (5) days of receipt of the request.

7. AMENDMENTS.

This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

8. HEADINGS.

All sections and descriptive headings of this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

9. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original; but all counterparts shall together constitute one and the same instrument.

10. ENTIRE AGREEMENT.

This Agreement hereto constitutes the entire understanding between the parties. Nothing in this Agreement will prevent or restrict Executive from serving on the Board of Directors of public or private companies and receive compensation from such service.

11. GOVERNING LAW.

This Agreement is to be construed and enforced according to the laws of the State of FLORIDA.

12. CONSTRUCTION.

(a). This Agreement shall not be construed more strictly against one party than the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Company and Executive have contributed substantially and materially to the negotiation and preparation of this Agreement.

(b). In construing this Agreement, the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include every other and all genders.

13. VENUE.

Venue in any action arising from this Agreement shall be in Miami-Dade County, Florida.

14. SEVERABILITY.

Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement or any such other instrument.

15. NON-ASSIGNABILITY.

This Agreement is personal in nature and not assignable by any party hereto.

16. **<u>BINDING EFFECT.</u>**

This Agreement shall be binding upon and inure to the benefit of the parties, its successors, transferees and assigns.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written in Miami-Dade County, Florida..

Car Charging Group Inc.

By: ______________________

Name: M.A. Kinard
Its: President &Director

EXECUTIVE

By: ______________________

Name: Michael D. Farkas
Its: Chief Executive Officer & Director

Michael D Farkas, Personally

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the "Agreement") is made this 29th day of March, 2012 (the "Effective Date") by and between Michael D. Farkas, an individual with a mailing address of 1691 Michigan Avenue, Suite 425, Miami Beach, FL 33139 and Balance Holdings, LLC, a Florida limited liability company with a mailing address of 1691 Michigan Avenue, Suite 425, Miami Beach, FL 33139 (collectively called "Licensor") and Car Charging Group, Inc., a Nevada corporation with a mailing address of 1691 Michigan Avenue, Suite 601, Miami Beach, FL 33139 (called "Licensee").

WHEREAS, Licensor owns all right, title and interest in and to the Patent Rights (as defined below); and

WHEREAS, Licensee desires to gain rights under the Patent Rights and to commercialize products and services covered by the Patent Rights; and

WHEREAS, Licensor is willing to grant and Licensee accepts a license under the Patent Rights in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFOR, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS IN THIS AGREEMENT.

1.1. "Patent Rights" means:

1.1.1. U.S. Provisional Patent Application 61529016, any continuations, divisions, re-issues, re-examinations and extensions thereof and corresponding patents and applications in the U.S. or other countries.

1.1.2. U.S. Provisional Patent Application 61529022, any continuations, divisions, re-issues, re-examinations and extensions thereof and corresponding patents and applications in the U.S. or other countries.

1.2. "Licensed Process" means any process covered by a claim of the Patent Rights or a claim of any other patent rights licensed under this Agreement. A Licensed Process also includes the provision of any service using a Licensed Product.

1.3. "Licensed Product" means any article, kit, equipment, system, unit, product or component part covered by a claim of the Patent Rights or a claim of any other patent rights licensed under this Agreement.

1.4. "Affiliate" is a corporation of which more than 20% of the voting shares are owned by a party, or which owns more than 20% of the voting shares of a party, or of which more than 50% of the voting shares are owned by another Affiliate or if it owns more than 50% of another Affiliate.

2. GRANT OF LICENSE.

2.1. Grant: Licensor grants Licensee an unlimited, world-wide, exclusive license under the Patent Rights, to make, have made, use, sell, offer for sale, import and export Licensed Products and to practice Licensed Processes, subject to the following and to the terms and conditions outlined in this Agreement.

2.2. Sublicensing: Licensee may grant sublicense rights only as follows:

2.2.1. If a sublicense is required for use of the Licensed Product or Process acquired by an end-user from Licensee, then Licensee may grant the end-user a sublicense restricted to use of Licensed Product or Process only. Such a sublicense to an end-user shall continue for the life of the Licensed Product or Process or the life of the Patent Rights or any other patent rights which are licensed hereunder, whichever is shorter. The end-user sublicense will continue despite early termination of this Agreement. An end-user shall not have the right to further sublicense any Patent Rights under this Agreement to any other third party.

2.2.2. Licensee may grant a sublicense to an Affiliate of Licensee provided that Licensee gives written notice to Licensor of such sublicense. A sublicense granted to an Affiliate will terminate on the earlier of (i) termination of this Agreement or (ii) whenever the sub-licensee ceases to be an Affiliate.

3. **LICENSE FEES, ROYALTIES AND TAXES**. Licensee agrees to pay royalties to Licensor (in such percentages as Licensor may direct in writing from time to time) equal to Ten Percent (10%) of the Gross Profits received by Licensee from the bona fide commercial sales and/or use of the Licensed Products and Licensed Processes ("Royalty Payments").

3.1. Accounting and Timing of Royalty Payments. Upon making each Royalty Payment, Licensee shall provide Licensor with a summary of the accounting used to determine the amount of Royalty Payment due. Royalty Payments shall be made by wire transfer and shall be computed on Gross Profits received by the Licensee by the reporting close of each calendar quarter and distributed and paid to Licensor and on a quarterly basis, on or before the expiration of forty-five (45) days after the reporting close of each prior calendar quarter.

3.2. Failure to Pay by Licensee. Should Licensee fail to make any payments as required herein, and should the Licensee fail to cure the breach created thereby within thirty (30) days of notice by Licensor, any and all rights, title and ownership to the Patent Rights provided to the Licensee under this Agreement shall be forfeited and any and all such rights, title and ownership to the Patent Rights shall, upon notice of the failure to cure the breach, immediately revert to Licensor, and all monies paid by Licensee until such date shall be retained without forfeiture.

3.3. For the purpose of this Agreement, "Gross Profits" shall mean total gross revenues less any discounts, manufacturing costs, rebates, shipping costs, handling costs, transportation insurance costs, installation costs, marketing and sales costs, applicable taxes, importation fees, and duties on any and all Licensed Products and/or Licensed Processes sold or used by the Licensee.

3.4. Licensee hereby agrees to fund, at its sole cost and expense, the development, marketing and sale of the Licensed Products and Licensed Processes and the further registration of the Patent Rights, the Licensed Process and the Licensed Product. Additionally, Licensee agrees it will develop, market and sell the Licensed Products and Licensed Processes under the name "EVCharge" and that it will take all steps reasonably necessary to maintain the URL and to secure and maintain the trademark rights and other intellectual property rights with regard to such name.

4. **TECHNICAL ASSISTANCE**. Licensor will provide technical assistance to Licensee or sublicensees relating to the use of Patent Rights.

5. **PUBLICITY**.

5.1. Announcements: Licensee shall have the right to make any public announcement regarding this Agreement or the terms hereof.

5.2. Use of Licensor's Name: Licensee shall have the right to use Licensor's name, any abbreviations, words or images in its marketing and promotion of the Licensed Processes and Products.

6. **REPRESENTATIONS AND WARRANTIES OF LICENSOR**.

6.1. Licensor represents that it owns all rights to the Patent Rights that are necessary for granting a license pursuant to this Agreement.

6.2. Licensor has not taken any action to encumber any of its right, title and interest in the Patent Rights;

6.3. Licensor has not and shall not misappropriate the trade secrets or intellectual property rights of any other entities in its activities to develop the Patent Rights;

6.4. Licensor is unaware of any activities by third parties that would constitute infringement of Patent Rights;

6.5. Licensor is not aware of any claims, judgments or settlements against or owed by Licensor and has not received notice of any pending or threatened claims or litigation relating to the Patent Rights or the use thereof.

6.6. Licensor has not entered, and will not enter, into any agreement with any third party that is in conflict with the rights granted to the other party under this Agreement, and has not taken and will not take any action that would in any way prevent it from granting the rights granted to the other party under this Agreement, or that would otherwise materially conflict with or adversely affect the rights granted to the other party under this Agreement; and

6.7. Licensor's performance and execution of this Agreement will not result in a breach of any other contract to which it is a party.

7. Protection of Intellectual Property Rights.

7.1. Prosecution and Maintenance. Licensor shall have the sole right, at its sole expense, to prepare, file, prosecute and maintain any patents, copyrights or trademarks relating to the Patent Rights.

7.2. Enforcement. Each party shall promptly inform the other if it becomes aware of any actions by any third party which might reasonably be expected to constitute misappropriation or unauthorized use or disclosure of the Patent Rights. All parties shall reasonably co-operate to prevent such misappropriation or unauthorized use of the Patent Rights by a third party. Licensor shall retain full ownership and title to the Patent Rights and shall use its best efforts to preserve and maintain such ownership and title. Licensor shall bear all litigation costs incurred hereunder in the protection and enforcement of the rights relating to the ownership and exploitation of the Patent Rights.

7.3. Licensee Right to Take Action. In the event Licensor fails to adequately protect the rights relating to the ownership and exploitation of the Patent Rights, Licensee shall have the right, but not the obligation, to take such measures as it may deem necessary to protect and enforce such rights. Licensor shall promptly reimburse Licensee for any costs incurred in such protection and enforcement.

7.4. Preservation. During the term of this Agreement, the Licensee shall use commercially reasonable efforts to preserve the goodwill associated with the Patent Rights.

8. **DURATION AND TERMINATION**. This Agreement shall be effective as of the Effective Date listed in the preamble of this Agreement. The rights and obligations of this Agreement shall remain in effect until expiration of the last patent licensed under this Agreement, or termination by either party upon notice to the other party following the continuing breach of an obligation or requirement for thirty (30) days after notice of such breach is given.

9. **GENERAL TERMS AND CONDITIONS**.

9.1. Prior Agreement. This Agreement supersedes all prior communications, negotiations and agreements, written or oral, concerning the same subject matter.

9.2. Entire Agreement. This Agreement represents the entire Agreement between the parties as of the effective date hereof and may only be subsequently altered or modified by an instrument in writing, signed by the parties, which expressly states the intention of affecting this Agreement.

9.3. Waiver. A failure by any of the parties to assert rights arising from any breach or default of this Agreement shall not be regarded as a waiver of rights. No waiver or toleration implies any continuing or future waiver of rights.

9.4. Information and Materials. Each party will provide to the other party such information and materials as the parties mutually agree to be necessary or useful to carry out the activities contemplated by this Agreement.

9.5. Assignment. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of the parties hereto, but shall not be assigned, sub-licensed, transferred, conveyed, or encumbered by Licensee or Licensor except to the extent otherwise herein expressly provided.

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

9.7. Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized. If the parties fail to reach a modified agreement within sixty (60) days after the relevant provision is held invalid or unenforceable, then the dispute shall be resolved in accordance with the procedures set forth in Section 9.5.

9.8. Notices. Any notices required by this Agreement shall be in writing, shall specifically refer to this Agreement and shall be sent by registered or certified airmail, postage prepaid, or by telefax, telex or cable, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the respective addresses set forth in the first paragraph of this Agreement. Notice shall be deemed delivered upon the earlier of (a) when received, (b) three (3) days after deposit into the mail, or (c) the date notice is sent via telefax, telex or cable, (d)the day immediately following delivery to overnight courier (except Sunday and holidays).

9.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this License Agreement to be executed by their duly-authorized representatives as of the Effective Date.

LICENSOR:

BALANCE HOLDINGS, LLC
By: The Farkas Group, Inc., its Manager

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

/s/ Michael D. Farkas
Michael D. Farkas, individually

LICENSEE:

CAR CHARGING GROUP, INC.

By: */s/ Andy Kinard*
Andy Kinard, President

FIRSTADDENDUM TO
PATENT LICENSE AGREEMENT

This is the first addendum (this "Addendum") to that certain Patent License Agreement (the "Agreement") dated March 29, 2012 by and among Michael D. Farkas and Balance Holdings, LLC (collectively, "Licensor") and Car Charging Group, Inc. ("Licensee")

The parties make the following modifications to the Agreement:

1. Modification. Section 7.1 shall be deleted in its entirety and shall be replaced with the following:

> 7.1 Prosecution and Maintenance. In consideration of Licensor's exclusive license grant hereunder, Licensee may, in its sole discretion and at its sole cost and expense, prepare and maintain any patents, copyrights or trademarks relating to the Patent Rights. The foregoing notwithstanding, Licensor shall retain ownership of all Patent Rights and shall be listed as owner on any application filed pursuant to this Section.

2. Choice of Law, Jurisdiction and Venue. This Addendum and the Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties agree that Florida will be the venue of any dispute and will have jurisdiction over all parties.

3. Conflicts. In the event there is a conflict between the provisions of this Addendum and the Agreement, the terms stated in this Addendum shall prevail. Any terms and conditions stated in the Agreement that remain unchanged by the terms of this Addendum shall remain in full force and effect.

4. Counterparts. This Addendum may be executed in any number of counterparts, including facsimile and scanned versions, each of which when so executed shall be deemed an original and all of which shall constitute together one and the same instrument, and shall be effective upon execution by all of the parties.

5. Binding. This Addendum shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Second Addendum to Investor Relations Consulting Agreement on September 14, 2012.

BALANCE HOLDINGS, LLC

/s/ Michael D. Farkas
Michael D. Farkas, Manager

/s/ Michael D. Farkas
Michael D. Farkas, Individually

CAR CHARGING GROUP, INC.

/s/ Andy Kinard
Andy Kinard, President

Exhibit 21.1

Car Charging Group, Inc.
List of Subsidiaries

Entity Name	State of Incorporation
Car Charging, Inc.	Delaware
Car Charging China Corp.	Delaware
Car Charging Canada, Inc.	Ontario, Canada
Car Charging Limited	Ireland
eCharging Stations, LLC	Florida
Car Charging Holdings, LLC	Florida
Car Charging International, LLC	Florida
CCG Energy, LLC	Florida
CCG Sales, LLC	Nevada
Car Charging Group (CA), Inc.	California
CCGI Holdings, LLC	Florida
CCGI/Oceanside, LLC	Florida
CCGI/Artech, LLC	Florida
CCGI/Delray Professional Center LLC	Florida
CCG/PB&F, LLC	Florida
CCGI/Dania 49 Park LLC	Florida
CCGI/Mall of America, LLC	Minnesota
CCGI/Icon, LLC	New York
CCGI/Aventura, LLC	Florida
CCGI/ERM, LLC	Florida
CCGI/Related LLC	New York
CCGI/LAZ Norwalk, LLC	Connecticut
CCG/King Parking, LLC	Florida
CCGI/Equity One, LLC	Florida
CCGI/PAT, LLC	Pennsylvania
CCGI/Dana Park, LLC	Arizona
CCGI/RPI, LLC	New York
CCGI/SJTS, LLC	Virginia
CCGI/Centro, LLC	New York
CCGI/USPG, LLC	Washington DC
CCGI/CHM, LLC	Florida
CCGI/TBL LLC	Florida
CCGI/ SJW LLC	Florida
CCGI/ UPSI LLC	Florida
CCGI/ WALCO LLC	Florida
CCGI/ APMI	California
CCGI/ LIPB LLC	Florida
CCGI/ LAH LLC	Pennsylvania
CCGI/ LAH LLC	Pennsylvania
CCGI/ CRLP LLC	Florida
CCGI/ LAZ Florida LLC	Florida
CCGI/ Forest City	Ohio
CCGI/ FRIT LLC	Virginia
CCGI/ APA LLC	Virginia
CCGi/ 360 State, LLC	Connecticut
CCGI/ KMI, LLC	Maryland
CCGI/ Hollywood, LLC	Florida

Exhibit 31.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002**

I, Michael D. Farkas, certify that:

1. I have reviewed this Form 10-K of Car Charging Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods present in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13-a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principals;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financing reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involved management or other employees who have a significant role in the registrant's internal control over financial reporting.

Car Charging Group, Inc.

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Jack Zwick, certify that:

1. I have reviewed this Form 10-K of Car Charging Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods present in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13-a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principals;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financing reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involved management or other employees who have a significant role in the registrant's internal control over financial reporting.

Car Charging Group, Inc.

By: /s/ Jack Zwick
Jack Zwick
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Annual Report of Car Charging Group, Inc. (the “Company”) on Form 10-K for the year ending December 31, 2012, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael D. Farkas, Chief Executive Officer of the Company, certifies to the best of his knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

1. Such Annual Report on Form 10-K for the year ending December 31, 2012, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in such Annual Report on Form 10-K for the year ending December 31, 2012, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with this Annual Report of Car Charging Group, Inc. (the “Company”) on Form 10-K for the year ending December 31, 2012, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Jack Zwick, Chief Financial Officer of the Company, certifies to the best of his knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

1. Such Annual Report on Form 10-K for the year ending December 31, 2012, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in such Annual Report on Form 10-K for the year ending December 31, 2012, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

By: /s/ Jack Zwick
Jack Zwick
Chief Financial Officer

April 16, 2012