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

FORM 10-K

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

For the fiscal year ended December 31, 2014

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 [X]

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 [X]

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 [X]

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 [X] 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. [X]

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	[X]

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

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, 2014: $37,530,732.

As of December 2, 2015, the registrant had 79,620,730 common shares issued and outstanding.

Documents Incorporated by Reference: None.

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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. (OTCQB: CCGI, "CarCharging" or "Company") is the largest owner, operator, and provider of electric vehicle (EV) charging services. CarCharging offers both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types. Headquartered in Miami Beach, FL with offices in San Jose, CA, New York, NY, and Phoenix, AZ, CarCharging's business model is designed to expand EV charging infrastructure available.

CarCharging owns the Blink Network, the software that operates, maintains, and tracks all of the Blink EV charging stations and the associated charging data.

CarCharging offers various options to commercial and residential property owners for EV charging services. In our comprehensive and turnkey business model, CarCharging owns and operates the EV charging equipment; manages the installation, maintenance, and related services; and shares a portion of the EV charging revenue with the property owner. Alternatively, property partners can share in the equipment and installation expenses with CarCharging operating and managing the EV charging stations and providing connectivity to the Blink Network. For properties interested in purchasing and owning EV charging stations, CarCharging can also provide EV charging hardware, site recommendations, connection to the Blink Network, and management and maintenance services.

CarCharging has strategic partnerships across multiple business sectors including multifamily residential and commercial properties, parking garages, shopping malls, retail parking, and municipalities. CarCharging's partners include, but are not limited to Caltrans, City of Azusa, City of Chula Vista, City of Springfield, City of Tucson, Cracker Barrel, Federal Realty, Fred Meyer Stores, Inc., Fry's Food & Drug, Inc., IKEA, JBG Associates, LLC, Kroger Company and Ralphs Grocery Company.

Equipment and Network Utilized

CarCharging is committed to creating a robust, feature-rich network for EV charging. In addition to owning the Blink Network, CarCharging owns and operates EV charging equipment manufactured by Blink, ChargePoint, Eaton, General Electric, Nissan, and SemaCharge. CarCharging's Level 2 charging stations are compatible with EVs sold in the United States including the Tesla Model S, Nissan LEAF, Chevy Volt, BMW i3 and i8, Mitsubishi i-Miev, Toyota Prius Plug-In, Honda Fit EV, and Toyota Rav4 EV. Through J1772 standard plug specification, our L2 chargers will be compatible with all new vehicles sold provided that they are using the J1772 standard plug. In addition, all new Tesla models will be compatible with the use of a driver supplied adapter.

In order to provide complete charging services to EV drivers, through its subsidiary, Blink, the Company also provides a residential EV charging solution, Blink HQ. Blink designs and sells its residential charging equipment for residences with a dedicated parking space. Residential EV charging equipment provides EV drivers with an additional charging option beyond public EV charging stations. For more information, please visit www.BlinkHQ.com.

We purchase all of our EV charging stations through our wholly-owned subsidiary, eCharging Stations, LLC. Stations are then installed and maintained though competitively bid subcontractor agreements with certified local vendors, to maintain the lowest installation and long-term costs possible. We believe that automobile manufacturers are scheduled to mass produce and sell more models of electric vehicles to the public in the future. Accordingly, at that time we anticipate that there will be a significant increase in the use of our EV charging stations as more models become available.

We currently have approximately 5,000 public Level 2 charging units and 113 DC Fast Charging EV chargers in service on our network. Additionally, we currently have approximately 7,600 residential charging units on the Blink Network.

Sales

Our revenues are primarily derived from hardware sales, public EV charging services, government grants, state and federal rebates, and marketing incentives. EV charging fees are based either on an hourly rate, a per kilowatt-hour rate, or by session, and are calculated based on a variety of factors, including associated station costs and local electricity tariffs. We anticipate implementing charger occupancy fees and subscription plans for our Blink-owned public charging locations.

To generate leads and enter into additional strategic partnership agreements with property owners, we have utilized the services of independent contractors and in house personnel. We have found that by following this model, we are better able to stimulate growth, control cash-flow, and minimize costs. Accordingly, our independent contractors are able to close and maintain client relationships, as well as coordinate EV charging station installations and operations.

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 changed our name to Car Charging Group, Inc.

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 including, but not limited to, eCharging Stations LLC, Blink Network LLC, Beam Charging LLC and EV Pass LLC. We determined that we are the primary beneficiary of 350 Green LLC ("350 Green"), and as such, 350 Green's assets, liabilities and results of operations are included in the Company's consolidated financial statements.

Industry Overview

A major impediment to EV adoptions has been the lack of EV charging infrastructure. We believe that a viable model for continued deployment of EV charging infrastructure continues to evolve as large government-funded EV charging equipment installation programs expire. Navigant Research forecasts that registered Plug-In EVs (PEVs) will grow by a factor of 12 to 3.5 million in 2025.

There is an increase in the variety of electric vehicles available at various price points from the major auto manufacturers. Most of the major manufacturers have already launched or announced plans to offer electric vehicle models. EV battery costs are also decreasing while driving ranges increase.

Subsequently, EV charging infrastructure will be necessary to support these drivers. Sales of EV Service Equipment (EVSE) in North America are also expected to grow from approximately 0.2 million units in 2014 to 7.4 million units for the ten-year period ended 2024. Major utility companies are also working on upgrading their infrastructure in order to prepare for mass consumption of electric by electric vehicles.

While many believe that most EV charging will be initially completed at home, the need for a robust, pervasive public EV charging infrastructure is required to eliminate range anxiety. Strategically placed public EV charging eliminates the need for drivers to go out of their way to recharge their car. Public car 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 will be more than sufficient for most EV drivers.

Competition

Competition in the EV charging industry is limited. CarCharging's competitive advantages are our strategic partnerships with property owners/managers, and that we own and operate our EV charging stations as well as the Blink Network. Other EV service equipment manufacturers offer direct distribution or work with independent distributors, including:

- ChargePoint manufactures EV charging equipment and operates the ChargePoint Network, but they do not own the stations on the network.
- General Electric currently offers a Level 2 (220 Volt) Networked Charging Station and a Watt Station home charger.
- NRG offers home and public charging with pay-as-you-go and subscription models. Their emphasis is on expanding their DC Fast Chargers.

Customers

CarCharging has strategic partnerships across multiple business sectors including multi-family residential and commercial properties, parking garages, shopping malls, retail parking, and municipalities. CarCharging's partners include, but are not limited to Caltrans, City of Azusa, City of Chula Vista, City of Springfield, City of Tucson, Cracker Barrel, Federal Realty, Fred Meyer Stores, Inc., Fry's Food & Drug, Inc., IKEA, JBG Associates, LLC, Kroger Company and Ralphs Grocery Company. CarCharging is currently in the process of establishing contracts with Blink station hosts that previously had contracts with ECOtality, the former owner of the Blink related assets.

Sales and Marketing

When evaluating our future, we believe the most important consideration is the number of locations and parking spaces that our station hosts own and the potential for CarCharging to install charging stations at those properties. For example, we could contract with a parking garage owner or management company for a location that has 600 parking spaces. While we may only install one charging station initially, the location now represents 599 other potential charging locations that will yield future potential revenues necessary to support EV sales.

The expansion requires minimal capital to secure future charging stations in that location, and we will only install additional charging stations at the location as the market warrants. We continuously monitor the usage of the charging stations, and as necessary, we can increase the number of charging stations installed at each location.

We employ a direct sales team located throughout the United States, as well as a team of independent contractors that actively pursue and close deals.

To promote and sell the Company's services to property owners, parking companies, and EV drivers, CarCharging also utilizes marketing and communication channels including press releases, email marketing, websites (www.CarCharging.com, www.BlinkNetwork.com, www.BlinkHQ.com), and social media.

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 applies charging fees by the kilowatt-hour for its services in states that permit this policy and hourly and by session for its services in states that do not permit per kilowatt-hour pricing. California, Colorado, District of Columbia, Florida, Hawaii, Illinois, Maryland, Massachusetts, Minnesota, New York, Oregon, Pennsylvania, Utah, Virginia, and Washington have determined that companies that sell EV charging services to the public will not be regulated as utilities, therefore, allowing CarCharging to charge fees 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 31 full-time and 3 part-time employees.

Intellectual Property

On March 29, 2012, the Company entered into an exclusive Patent License Agreement with Michael D. Farkas, our Chairman of the Board of Directors, and Balance Holdings, LLC whereby the Company agreed to pay 10% of the gross profits received by the Company from commercial sales and/or use of the filed utility patent applications for the following inventions:

Electric Vehicle Supply Equipment ("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). Today, inductive charging equipment for EVs are primarily in the form of charging plates, on top of which EVs park. The placement of the EV over the charging plates can be misaligned; therefore, reducing the efficiency of the charge. Additionally, for multi-level parking garages, the installation of the charging plates can cause structural issues, which causes the installation to be very expensive, if not impossible. To resolve these issues, and provide property owners and EV drivers with a simpler, less expensive solution, CarCharging conceived of the idea for an inductive parking bumper. This original invention intends to deliver the charge through equipment generally utilized in parking lots and/or parking garages, which is familiar to most drivers and conforms to standard parking practice.

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). Utilizing this innovative toggle feature, EV charging stations will have the ability to charge several vehicles sequentially without the physical insertion or removal of plugs during the charging process. This feature improves the process of current EV charging stations; reduces potential strain on the energy grid; and reduces EV charging equipment, network, and energy costs.

Currently, an EV battery begins to charge as soon as it is plugged into an EV charging station and the session is activated. In instances where the station is occupied for long periods of time such as overnight at multifamily or mixed-use properties, other EV drivers are not able to charge their EV. This can cause frustration for EV owners and limit their use of the charging station. Alternatively, EV charging stations with two or more plugs charge EVs simultaneously which can strain the energy grid.

CarCharging's groundbreaking EV charging station provisional patent optimizes the efficiency of the EV station through the use of a toggle unit, processor, and multiple plugs. The toggle unit activates the charging current from the station to the first of multiple plugs attached to the charging station. Then, the processor detects when charging is complete, and the toggle unit deactivates the first plug and activates the next plug. This process permits multiple EVs to plug into the station simultaneously and charge as the current becomes available. This novel design also reduces the internal components of current EV charging stations, thereby reducing equipment and network costs.

The Company has not paid nor incurred any royalties to date under this Patent License Agreement.

Additionally, CarCharging, through a wholly-owned subsidiary owns all of the intellectual property listed on Exhibit 99.1.

Other Information

We maintain our principal offices at 1691 Michigan Avenue, Suite 601, Miami Beach, Florida, 33139. Our telephone number is (305) 521-0200. A Silicon Valley office was also established to house our marketing and sales departments and to provide improved support for west coast operations. Our San Jose office also houses the Company's newly appointed CEO on a part time basis plus houses our VP of Engineering, and development team as a strategic location for continued visibility and recruitment from the largest EV market and technology hub, Silicon Valley. Our website is www.CarCharging.com; we can be contacted by email at info@CarCharging.com.

ITEM 1A. RISK FACTORS

The following risk factors are the most significant risk factors deemed by the Company, however, they are not the only risk factors affecting the Company.

Relating to Our Business

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 AND IMPAIRMENT OF OUR LONG-LIVED ASSETS.

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 and/or acquisition.

The Company has sustained operating and cash flow losses since inception through the year ended December 31, 2014 forming a basis for performing an impairment test of its electric charger fixed asset group in accordance with ASC 360-10-Impairment and Disposal of Long Lived Assets. The Company performed a recoverability test on these chargers and for the chargers which failed the test, measured and recorded an impairment charge as applicable. The key assumptions used in the estimates of projected cash flows utilized in both the test and measurement steps of the impairment analysis were projected revenues and related host payments. These forecasts were based on actual revenues for the eight months ended May 31, 2015 and take into account recent developments as well as the Company's plans and intentions. Based upon the results of the discounted cash flow analysis, the Company recorded an impairment charge on certain chargers of $631,011 during the year ended December 31, 2014 representing the excess of net book value as of December 31, 2014 over the fair value of the related chargers.

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; THE REPORT OF OUR INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM CONTAIN AN EXPLANATORY PARAGRAPH THAT EXPRESSES SUBSTANTIAL DOUBT ABOUT OUR ABILITY TO CONTINUE AS A GOING CONCERN.

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. The report of our independent registered public accounting firm with respect to our financial statements as of December 31, 2014 and for the year then ended indicates that our financial statements have been prepared assuming that we will continue as a going concern. The report states that, since we have incurred net losses since inception and we need to raise additional funds to meet our obligations and sustain our operations, there is substantial doubt about our ability to continue as a going concern. Our plans in regard to these matters are described in footnote 2 to our audited financial statements as of December 31, 2014 and 2013 and for the years then ended, which are included following Item 15 ("Exhibits and Financial Statement Schedules"). Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

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 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 Calise, Michael D. Farkas, Andy Kinard, Ira Feintuch and Jack Zwick, our management team. The loss of services of Mr. Calise, Mr. Farkas, Mr. Kinard, Mr. Feintuch or Mr. Zwick could have a material adverse effect on our business, financial condition or results of operation.

OUR FUTURE SUCCESS IS DEPENDENT, IN PART, ON OUR ABILITY TO ATTRACT HIGHLY QUALIFIED PERSONNEL.

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 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 operates.

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

OUR PRIOR FAILURE TO PREPARE AND FILE TIMELY OUR PERIODIC REPORTS WITH THE SEC LIMITS US FROM ACCESSING THE PUBLIC MARKETS TO RAISE DEBT OR EQUITY CAPITAL. IN ADDITION, OUR COMMON STOCK IS NOT CURRENTLY RULE 144 ELIGIBILE AND WE ARE UNABLE TO FILE A REGISTRATION STATEMENT AS CONTEMPLATED UNDER THE TERMS OF A REGISTRATION RIGHTS AGREEMENT ENTERED INTO ON JULY 24, 2015 WITH EVENTIDE.

We have not filed Form 10-Qs for the quarters ended March 31, 2015, June 30, 2015 or September 30, 2015. Because we are not current in our reporting requirements with the SEC, we are limited in our ability to access the public markets to raise debt or equity capital. Our limited ability to access the public markets could prevent us from pursuing transactions or implementing business strategies that we believe would be beneficial to our business. As a result of our failure to file our SEC filings by the filing date required by the SEC (including the grace period permitted by Rule 12b-25 under the Securities Exchange Act of 1934, as amended), our Common Stock is not eligible for resale under Rule 144 of the Securities Act. Accordingly, investors and holders of our common stock may not be able to sell their stock until we are current under the 1934 Act.

In addition, on July 24, 2015, the Company entered into a Securities Purchase Agreement and Registration Rights Agreement with Eventide Gilead Fund ("Eventide") whereby Eventide purchased shares of preferred stock and warrants in the Company and the Company agreed to file a Registration Statement within 120 calendar days following the Closing Date to register such shares and warrant shares. We cannot file a Registration Statement until we are current in our Exchange Act filings and therefore, may be subject to penalties from Eventide.

THE COMPANY HAS ONLY PROVIDED CONSOLIDATED AUDITED FINANCIAL STATEMENTS THAT INCLUDE THE ACCOUNTS OF CCGI AND ITS WHOLLY-OWNED SUBSIDIARIES, INCLUDING 350 GREEN LLC AND BLINK NETWORK LLC. THE SEC MAY DETERMINE THAT WE ARE REQUIRED TO PROVIDE TWO YEARS OF HISTORICAL FINANCIAL STATEMENTS FOR 350 GREEN LLC AND BLINK NETWORK LLC, AND MAY DEEM OUR FILINGS NOT CURRENT.

We have provided two years of consolidated post-acquisition financial statements for all of our subsidiaries, including 350 Green LLC and Blink Network LLC. However, we have not provided two years of historical (pre-acquisition) financial statements for 350 Green LLC and Blink Network LLC. The SEC may determine that because we have been unable to provide these financial statements, we are not current in our filings. This would limit our access to the public markets to debt or equity capital. We would also be unable to file a Registration Statement on Form S-1. Additionally, our shares would not be Rule 144 eligible, and our investors and holders of our common stock would not be able to sell their stock until we are current again.

IF WE FAIL TO ESTABLISH AND MAINTAIN AN EFFECTIVE SYSTEM OF INTERNAL CONTROL, WE MAY NOT BE ABLE TO REPORT OUR FINANCIAL RESULTS ACCURATELY OR PREVENT FRAUD. ANY INABILITY TO REPORT AND FILE OUR FINANCIAL RESULTS ACCURATELY AND TIMELY COULD HARM OUR REPUTATION AND ADVERSELY IMPACT THE TRADING PRICE OF OUR COMMON STOCK.

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

A material weakness is a deficiency, or a combination of deficiencies, within the meaning of Public Company Accounting Oversight Board ("PCOAB") Audit Standard No. 5, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that as of December 31, 2014 our internal controls over financial reporting ("ICFR") were not effective at the reasonable assurance level:

1. We do not have written documentation of our internal control policies and procedures. Written documentation of key internal controls over financial reporting is a requirement of Section 404 of the Sarbanes-Oxley Act which is applicable to us for the year ended December 31, 2014. Management evaluated the impact of our failure to have written documentation of our internal controls and procedures on our assessment of our disclosure controls and procedures and has concluded that the control deficiency that resulted represented a material weakness.

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

3. We do not have personnel with sufficient experience with United States generally accepted accounting principles to address complex transactions.

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

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

We have taken steps to remediate some of the weaknesses described above, including by engaging a financing consultant with expertise in accounting for complex transactions. We intend to continue to address these weaknesses as resources permit.

OUR COMMON STOCK IS CURRENTLY QUOTED ONLY ON THE OTC PINK MARKETPLACE ("OTCPink"), WHICH MAY HAVE AN UNFAVORABLE IMPACT ON OUR STOCK PRICE AND LIQUIDITY.

Our common stock is quoted on the OTCPink. The OTCPink is a significantly more limited market than the New York Stock Exchange or the NASDAQ Stock Market. The quotation of our shares on the OTCPink 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, OPTIONS AND WARRANTS COULD DILUTE THE INTERESTS OF EXISITNG STOCKHOLDERS.

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

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

The Company's corporate headquarters are located in Miami Beach, Florida. The Company currently leases space located at 1691 Michigan Avenue, Suite 601, Miami Beach Florida 33139. On July 31, 2015, the lease agreement was amended such that the lease is for a term of 38 months beginning on August 1, 2015 and ending September 30, 2018. Additionally, the Company has a three-year lease for an office in San Jose, California beginning on April 1, 2012 and ending April 30, 2015. The lease was extended to April 30, 2016. The Company also has a five year sublease for office and warehouse space in Phoenix, Arizona beginning December 1, 2013 and ending November 30, 2018 and a one-year office sharing license for office space in New York, New York beginning January 16, 2014 and ending January 31, 2015. The Company currently leases the New York space on a month-to-month basis.

ITEM 3. LEGAL PROCEEDINGS

On November 27, 2013, the Synapse Sustainability Trust ("Synapse") filed a complaint against the Company and Michael D. Farkas, the Company's CEO, alleging various causes of action regarding compliance under certain agreements that governed the sale of Synapse's assets to CCGI in the Supreme Court of the State of New York, County of Onondaga (the "Court"). On or about January 7, 2014, CCGI filed its Answer and Affirmative Defenses. CCGI moved to dismiss Count V, breach of contract, because the Note, as detailed in Note 11- Notes Payable, contains an arbitration clause. Further, Mr. Farkas has moved to dismiss the Complaint for lack of personal jurisdiction. On March 17, 2014, the Court dismissed Mr. Farkas from the action due to a lack of personal jurisdiction and dismissed Plaintiff's Count V based on the existence of the Arbitration Clause contained in the Note. In the Court's letter decision issued on March 17, 2014, the Court granted Defendants' Motion to Dismiss the Complaint/Count V against Michael Farkas, and dismissed Count VI against CCGI. Accordingly, the Court granted Plaintiff's Contempt Motion in part, and denied it in part, and scheduled a hearing on the contempt issue for May 13, 2014. The hearing was canceled. On March 5, 2015, the parties reached a settlement requiring the Company to pay $10,000 on March 15, 2015 and $5,000 per month for the next eight months with no interest. Until such time as the debt by the Company, Synapse will retain a security interest of $40,000 in specified chargers. As of December 7, 2015, the Company had paid $40,000.

On or about December 6, 2013, the Company filed a Complaint against Tim Mason and Mariana Gerzanych in the U.S. District Court for the Southern District of New York, alleging claims for Breach of Contract, Fraud in the Inducement, Civil Conspiracy to Commit Fraud, Unjust Enrichment, and Breach of Fiduciary Duty. These claims were in relation to the Company's purchase of 350 Green and the documents entered into (and allegedly breached by Gerzanych and Mason) related thereto. The Defendants in this case were recently served with the court documents, and the Company intends to litigate this case vigorously. Each defendant filed for bankruptcy in January 2014 and as a result a stay was granted preventing the case from moving forward. In April 2014, the defendants filed a complaint in the Bankruptcy Court alleging declaratory relief, breach of contract in the exchange agreement and the promissory note, claim and delivery, fraud in the inducement, unjust enrichment and objection to claim. CCGI moved to change venue to New York and moved to dismiss in California. Gerzanych and Mason have filed a motion to consolidate the New York action and the adversary complaint and tried before the Bankruptcy Court. On or about December 30, 2014 the Bankruptcy Court issued an order transferring all adversary proceedings and the California Complaint to the Southern District of New York. Pursuant to the Court's order, the Company amended its complaint in the New York action to add an additional count for declaratory relief. Defendants have moved to dismiss the Amended Complaint based on the release agreement between the parties. The Company believes that the release was procured by fraud and is therefore invalid and is in the process of drafting response papers. On August 21, 2015, the parties entered into a settlement agreement that was subsequently ratified by the Bankruptcy Court.

On September 17, 2014, the Company filed a lawsuit against three former consultants of the Company for failure to provide services to the Company in accordance with the terms of the consulting agreement. In accordance with the terms of the agreement, the consultants were to be compensated by the issuance of 550,000 restricted shares of the Company's common stock. On August 20, 2014, the consultants contacted the Company's stock transfer agent seeking to have the restricted legend removed from the stock certificates, however the Company did not authorize such removal due to the consultants' failure to provide services in accordance with the consulting agreement. The Company was seeking the return of any certificates currently in the possession of the consultants or the proceeds from any sales of such shares to the extent the consultants had sold shares. The Company sought an injunction to stop the defendants from selling shares but was denied by the Court on November 19, 2014. On October 28, 2014, the defendants filed a counterclaim against the Company alleging various claims of wrongdoing. On April 28, 2015, the parties reached a settlement whereby the defendants will be able to retain $150,000 in gross proceeds from the sale of shares, as defined, from the 412,501 common shares of the Company's common stock, currently in their possession and shall return any unsold shares to the Company or any gross proceeds from the sale of shares in excess of $150,000. No shares have been returned to the Company as of December 7, 2015. Additionally the defendants agreed to forgo the 137,499 unissued shares of Company common stock which were the subject of the counterclaim of the defendants. The Company also agreed to pay $12,500 of the defendant's legal costs which has been paid in full as of December 7, 2015.

On January 20, 2015, the Ecotality Official Committee of Unsecured Creditors ("Committee") filed a motion in the U.S. District Court for the Southern District of New York to set aside Confirmation Order Pursuant to Bankruptcy Rule 9024 ("Order") requesting that the Bankruptcy court set aside a prior order confirming a Plan of Reorganization ("Plan"), previously confirmed by the Court on December 31, 2014, to which a wholly-owned subsidiary ("subsidiary") of the Company was a party, due to the alleged failure by the subsidiary and the Company to perform certain obligations as required by the Order and alleged misrepresentations, non-disclosures and other alleged actions in relation thereto. On February 2, 2015, the Committee then initiated an adversary proceeding in the Bankruptcy Case and filed a complaint against the Company requesting the same relief and reserving all rights and remedies regarding civil causes of action or damages against the defendants. The matter has been resolved between the parties in accordance with amended terms as described in Note 17- Subsequent Events.

On July 28, 2015, the Company received a Notice of Arbitration stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, who has not taken delivery or made payment to the contract price of $737,425. The Company refused delivery of the charging cables as they were of poor quality and were not manufactured to the specifications agreed upon. ITT Cannon also seeks cost of attorney's fees as well as punitive damages. ITT Cannon has chosen the Honorable William F. McDonald Ret. as the arbitrator. The parties have agreed on a single arbitrator and are working to schedule the arbitration.

350 Green, LLC

There have been five lawsuits filed by creditors of 350 Green regarding unpaid claims. These lawsuits relate solely to alleged pre-acquisition unpaid debts of 350 Green. Also, there are other unpaid creditors, aside from those noted above, that claim to be owed certain amounts for pre-acquisition work done on behalf of 350 Green, and only 350 Green, that potentially could file lawsuits at some point in the future. On April 24, 2014, the Company entered into an agreement with a firm to administer the financial affairs of 350 Green LLC under a Trust Mortgage resulting in all assets and liabilities of 350 Green LLC being transferred to the Trust.

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and CCGI in separate breach of contract counts and names all three entities together in an unjust enrichment claim. CCGI and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold CCGI or 350 Green liable for a contract to which they are not parties. The parties held a mediation conference on May 15, 2015 and the parties have attempted to negotiate a settlement.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC.

General Litigation

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

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. 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	High	Low
October 1, 2015 - December 3, 2015	$ 0.24	$ 0.16
September 30, 2015	$ 0.36	$ 0.21
June 30, 2015	$ 0.41	$ 0.25
March 31, 2015	$ 0.49	$ 0.31
December 31, 2014	$ 0.62	$ 0.28
September 30, 2014	$ 0.84	$ 0.43
June 30, 2014	$ 1.15	$ 0.76
March 31, 2014	$ 1.49	$ 0.75
December 31, 2013	$ 1.94	$ 0.71
September 30, 2013	$ 2.00	$ 1.07
June 30, 2013	$ 1.39	$ 1.05
March 31, 2013	$ 1.60	$ 1.13

Security Holders

As of December 2, 2015 there were approximately 214 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 "2012 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2012 Plan may be Non-Qualified Stock Options or Incentive Stock Options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be Non-Qualified Stock Options. The 2012 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2012 Plan is 5,000,000, adjusted as provided in Section 11 of the 2012 Plan. The 2012 Plan expired on December 1, 2014. As of December 31, 2014, 3,840,000 stock options had been issued and are outstanding to employees and consultants. All options vest ratably over three years from date of issuance, December 27, 2012, and expire in five years from date of issuance. The following table provides further information regarding the 2012 Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	3,750,000	$ 1.48	-
Equity compensation plans not approved by security holders	-	$ -	-
Total	3,750,000	$ 1.48	-

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 2013 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2013 Plan is 5,000,000, adjusted as provided in Section 11 of the 2013 Plan. The 2013 Plan expires on December 1, 2015. The Plan was approved by a majority of the Company's shareholders on February 13, 2013. As of December 31, 2014, 3,020,665 stock options and 1,373,621 shares of common stock had been issued and outstanding to employees and consultants of the Company. The vesting range of options is from immediately upon issuance to three years from date of issuance, and expire in five years from date of issuance. The following table provides further information regarding the 2013 Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	3,020,665	$ 1.09	605,717
Equity compensation plans not approved by security holders	-	$ -	-
Total	3,020,665	$ 1.09	605,717

On March 31, 2014, the Board of the Company approved the Company's 2014 Omnibus Incentive Plan (the "2014 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2014 Plan may be Non-Qualified Stock Options or Incentive Stock Options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be Non-Qualified Stock Options. The Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of Common Stock for which stock options or awards may be granted pursuant to the 2014 Plan is 5,000,000, adjusted as provided in Section 11 of the 2014 Plan. The 2014 Plan expires on December 1, 2016. The 2014 Plan was approved by a majority of the Company's shareholders on April 17, 2014. As of December 31, 2014, 945,000 stock options and 1,399,990 shares of common stock had been issued and outstanding to employees and consultants of the Company. The vesting of options range is from immediately upon issuance to three years from the date of issuance, and expire in five years from the date of issuance. The following table provides further information regarding the 2014 Plan.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	920,000	$ 0.97	2,680,010
Equity compensation plans not approved by security holders	-	$ -	-
Total	920,000	$ 0.97	2,680,010

Unregistered Sales of Equity Securities and Use of Proceeds

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.

On December 23, 2014, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with certain investors (the "Purchasers") for aggregate consideration of up to $6,000,000 (the "Aggregate Subscription Amount"). Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchasers: (i) 60,000 shares of Series C Convertible Preferred Stock convertible into 8,571,429 shares of the Company's common stock, par value $0.001, (the "Common Stock"); and (ii) fully vested five-year warrants (the "Warrants") to purchase an aggregate of 8,571,429 shares of Common Stock (the "Warrant Shares") for an exercise price of $1.00 per share.

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 years ended December 31, 2014 and the fiscal year ended December 31, 2013 should be read in conjunction with our consolidated financial statements and the notes to those consolidated financial statements that are included elsewhere in this Annual Report. 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. (OTCPink: "CCGI", "CarCharging" or "Company") is the largest owner, operator, and provider of electric vehicle (EV) charging services. CarCharging offers both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at numerous location types. Headquartered in Miami Beach, FL with offices in San Jose, CA, New York, NY, and Phoenix, AZ, CarCharging's business model is designed to expand EV charging infrastructure available.

CarCharging owns the Blink Network, the software that operates, maintains, and tracks all of the Blink EV charging stations and the associated charging data.

CarCharging offers various options to commercial and residential property owners for EV charging services. In our comprehensive and turnkey business model, CarCharging owns and operates the EV charging equipment; manages the installation, maintenance, and related services; and shares a portion of the EV charging revenue with the property owner. Alternatively, property partners can share in the equipment and installation expenses with CarCharging operating and managing the EV charging stations and providing connectivity to the Blink Network. For properties interested in purchasing and owning EV charging stations, CarCharging can also provide EV charging hardware, site recommendations, connection to the Blink Network, and management and maintenance services.

Sales

Our revenues are primarily derived from hardware sales, public EV charging services, government grants, state and federal rebates, and marketing incentives. EV charging fees are based either on an hourly rate, a per kilowatt-hour rate, or by session, and are calculated based on a variety of factors, including associated station costs and local electricity tariffs. We anticipate implementing charger occupancy fees and subscription plans for our Blink-owned public charging locations.

To generate leads and enter into additional strategic partnership agreements with property owners, we have utilized the services of independent contractors and in house personnel. We have found that by following this model, we are better able to stimulate growth, control cash-flow, and minimize costs. Accordingly, our independent contractors are able to close and maintain client relationships, as well as coordinate EV charging station installations and operations.

Recent Developments

Private Placements

On December 23, 2014, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with certain investors (the "Purchasers") for aggregate consideration of up to $6,000,000 (the "Aggregate Subscription Amount"). Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchasers: (i) 60,000 shares of Series C Convertible Preferred Stock convertible into 8,571,429 shares of the Company's common stock, par value $0.001, (the "Common Stock"); and (ii) fully vested five-year warrants (the "Warrants") to purchase an aggregate of 8,571,429 shares of Common Stock (the "Warrant Shares") for an exercise price of $1.00 per share. Through December 7, 2015, the Company had received $5,000,000 associated with the Securities Purchase agreement (the initial $2,000,000 upon execution and an additional $3,000,000 related to the original Series C Convertible Preferred Stock in consideration of the formation of an Operations and Finance Committee ("OPFIN Committee") to provide the Company with financial and operational direction, management and oversight with respect to the Company's operating plan and fiscal year 2015 revised budget and to oversee progress).

On July 24, 2015, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Eventide Gilead Fund (the "Purchaser") for the purchase of an aggregate of $830,000. Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchaser: (i) 9,223 shares of Series C Convertible Preferred Stock with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 1,318,889 shares of common stock for an exercise price of $1.00 per share.

On October 14, 2015, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Eventide Gilead Fund (the "Purchaser") for the purchase of an aggregate of $1,100,000. Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchaser: (i) 18,333 shares of Series C Convertible Preferred Stock with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 2,618,997 shares of common stock for an exercise price of $1.00 per share.

Notes Payable

During the year ended December 31, 2014, the Company issued four notes to the Company's former CEO totaling $135,000, due on the six month anniversary date of the respective note with interest at 8% per annum. As of December 7, 2015, the Company had repaid $65,000 of the principal amount.

On November 13, 2014, the Company issued a $200,000 note to an investor which is convertible into 400,000 shares of the Company's common stock at $0.50 per share and 400,000 warrants at an exercise price of $1.05 per common share. The warrants vest immediately upon issuance and expire five years from date of issuance. As of December 7, 2015, the Company had repaid $150,000 of the principal amount.

On December 15, 2014, the Company issued a note to a company, for which the Company's former CEO is the majority shareholder and an officer of the company, in the amount of $65,000, due on the six month anniversary date of the note with interest at 8% per annum. As of December 7, 2015, the Company had repaid the $65,000 principal amount.

Resignation of Chief Financial Officer

On December 7, 2015, Jack Zwick resigned as the Company's Chief Financial Officer and as a Member of the Board of Directors, effective immediately. There is no disagreement between the Company and Mr. Zwick on any matter that caused his resignation. Michael Calise was appointed as the Company's interim principal financial officer by the Board of Directors.

Results of Operations

Comparison of the years ended December 31, 2014 and December 31, 2013

Revenues

We have generated charging service revenue of $1,247,778 related to installed EV charging stations for the year ended December 31, 2014 as compared to $327,971 for the year ended December 31, 2013, an increase of $919,807 which is primarily as a result of the charging stations acquired in conjunction with the acquisition of Blink Network LLC and $186,933 associated with the Company's participation in a program sponsored by Nissan North America to provide free electric charging to purchasers of Nissan Leafs in certain markets in the United States commencing in July 2014.

Grant revenue increased from $90,796 to $950,358. Grants, rebate and incentives, collectively "grant revenue" related to equipment and related installation are deferred and amortized in a manner consistent with the depreciation expense of the related assets over their useful lives. Grant revenue for the year ended December 31, 2014 related to operating expenses is recognized as revenue when the expense is incurred.

Grant revenue was primarily derived from a California Energy Commission payment to the Company in 2014 of $763,698 of which $558,558 and $0 was recognized during the years ended December 31, 2014 and 2013, respectively, $81,550 of marketing incentives from Nissan North America ("Nissan") associated with the sale of five fast chargers during 2014. Additionally, we recognized $192,699 in NYSERDA grant reimbursement during 2014 associated with installed chargers and periodic labor. 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.

Equipment sales increased from $47,636 to $565,057 during the year ended December 31, 2014. The increase was primarily due to sales of residential and commercial chargers. During the year ended December 31, 2014, we initiated a monthly network fee and a transaction fee to our hosts which totaled $28,451 for the year ended December 31, 2014. No such fees were in effect during the year ended December 31, 2013.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the year ended December 31, 2014 of $5,634,379 exceeded cost of revenues for the year ended December 31, 2013 of $3,286,672 primarily due to an inventory obsolescence charge of $1,437,553, the acquisition of Blink Network LLC during the fourth quarter of 2013, which resulted in increased electricity reimbursements, network fees and revenue share payments and the increase in the cost of chargers sold commensurate with the increase in charger sales.

Operating Expenses

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

Compensation expense decreased by $2,779,524 from $11,025,966 for the year ended December 31, 2013 to $8,246,442 for the year ended December 31, 2014. The decrease was primarily attributable to the issuance of 5,633,335 warrants in 2013 to a Company owned by our former CEO valued at $5,634,045, partially offset by increased payroll costs in 2014 associated with the acquisitions of Beam and Blink.

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $326,808 from $1,062,067 for the year ended December 31, 2013 to $735,259 for the year ended December 31, 2014. The decrease was primarily attributable a gain recognized during 2014 associated with other operating expenses.

General and administrative expenses decreased by $1,665,981 from $4,477,074 for the year ended December 31, 2013 to $2,811,093 for the year ended December 31, 2014. The decrease was primarily as a result of a reduction in stock and warrants issued to consultants of $3,069,499 offset by higher legal and professional and accounting fees of $700,588, higher amortization expense associated with higher government grant collections of $348,464, higher bad debt expenses of $123,289, higher credit card processing fees of $73,289 and overall general and administrative expenses of $219,028.

An increase in inducement expense of $858,118 in 2014 for the issuance of warrants to four shareholders of the Company who have agreed to provide financial support to the Company in the amount of $6,250,000 through 2014 and placement agents for securing such financing during the year ended December 31, 2014.

An increase in impairment charge to Goodwill in 2014 associated with the acquisition of 350 Green and its placement in a trust mortgage of $3,299,379 and in conjunction with the acquisition of Beam Charging of $1,601,882.

An impairment charge of $2,854,422 relating to:

- the net book value of 304 electric chargers to be removed from a host's locations, $333,974;
- the net book value of chargers whose net book value at December 31, 2014 exceeded fair value by $631,011;
- the net book value of chargers to which title passed to the respective hosts as a result of non-novation of United States Department of Energy grant of $1,591,115, and
- The net book value of deployments in progress acquired in conjunction with 350 Green for which continuance was not deemed feasible $298,322.

An increase in inducement expense in 2014 associated with the issuance of warrants to a host to extend exclusive EV installation rights on its properties to the Company of $321,877.

A decrease in the loss of $17,565 on replacing deployed charging stations during the year ended December 31, 2014 due to malfunction.

A decrease in the impairment charge related to intangible assets acquired in 2013 of $70,524 during the year ended December 31, 2014.

$1,200,000 of impairment expense in 2014 associated with our acquisition of ECOtality estate.

Operating Loss

Our operating loss for the year ended December 31, 2014 increased by $4,439,624 from $20,049,394 for the year ended December 31, 2013 to $24,489,018 for the year ended December 31, 2014. The increase was primarily attributable to an increase in operating expenses of $4,417,158.

Other Income (Expense)

Other income/expense increased by $5,347,590 from other expense of $4,087,891 for the year ended December 31, 2013 to other income of $1,259,699 for the year ended December 31, 2014. The net increase in 2014 was attributable to:

- A release from an obligation to the U.S. Department of Energy ("DOE") associated with DC fast chargers in the amount of $482,611.
- A $36,789 gain sustained by issuing shares of common stock and cash in settlement of an account payable, as opposed to a loss of $47,856 sustained in 2013 by issuing shares of common stock in settlement of an account payable and convertible notes payable.
- An inducement expense of $382,753 in 2014 associated with the issuance additional warrants and warrant units issued to five investors and one placement agent in conjunction with the sales of shares or our common stock during the fourth quarter who opted to extinguish the derivative liability feature of the warrants and warrant units.
- A gain in 2014 from the change in fair value of warrant liabilities of $3,935,337 associated with warrants and warrant units issued to investors and placement agents in conjunction with sale of shares of our common stock as opposed to a gain of $1,794,693 from the change in fair value of derivative liabilities related to the warrants and warrant units for the year ended December 31, 2013.
- A n increase in interest expense of $161,107 in 2014 as a result of the accrued interest associated with the registration rights penalty associated with the sale of shares of the Company's common stock during the quarter ended December 31, 2013 and the 20% premium for the Company's subsequent election to pay the interest in shares of the Company's Series C Convertible Preferred Stock.

- A debt conversion expense of $687,286 in 2013 as result of the fair value of the conversion of notes payable into common stock and warrants on conversion terms more favorable than the fair value of the conversion terms when the notes were initially issued in 2013 for which there was no transactions of this kind in 2014.

- An increase in the registration rights penalty of $807,188 as a result of the Company's subsequent election to pay the penalty in shares of the Company's Series C Convertible Preferred Stock.

- An increase in public information penalty of $711,517 as a result the Company's non-compliance with Rule 144(c)(1) relating to the Stock Purchase Agreements of October 11, 2013 and December 9, 2013.

- An expense incurred during the year ended December 31, 2013 of $3,420,000 by the issuance of 2,000,000 shares of our common stock in settlement of a financing agreement.

- An increase in inducement expense of $858,118 in 2014 for the issuance of warrants to four shareholders of the Company who have agreed to provide financial support to the Company in the amount of $6,250,000 through 2014 and placement agents for securing such financing during the year ended December 31, 2014.

- An increase in preferred stock issuance costs in 2014 associated with costs incurred related to the issuance of our Series C Convertible Preferred Stock of $71,808.

Net Loss

Our net loss for the year ended December 31, 2014 decreased by $907,966 to $23,229,319 as compared to $24,137,285 for the year ended December 31, 2013. The decrease was primarily attributable to an increase in other income of $5,347,590, partially offset by an increase in operating expenses of $4,417,158. Our net loss attributable to common shareholders for the year ended December 31, 2014 decreased by $4,250,298 from $26,969,115 to $22,718,817 for the aforementioned reasons and for the deemed dividend of $2,831,830 attributable to the fair value of the conversion terms of Series B Preferred shares into common shares and warrants on terms more favorable than the fair value of the initial conversion terms by which the Series B shares were initially issued during the year ended December 31, 2013 offset by a dividend payable to Series C Convertible Preferred shareholders of $20,800.

Liquidity and Capital Resources

During 2014, we financed our activities from sales of our capital stock. A significant portion of the funds raised from the sale of capital stock has been used to cover working capital needs and personnel, office expenses and various consulting and professional fees.

For the year ended December 31, 2014 and 2013, we used cash of $7,036,321 and $3,789,542 from operations respectively. Our cash use for 2014 was primarily attributable to our net loss of $23,229,319, adjusted for net non-cash expenses in the aggregate amount of $14,276,711 partially offset by $1,916,287 of net cash provided by changes in the levels of operating assets and liabilities. During the year ended December 31, 2014, cash used for investing was $830,113 of which $460,798 was for purchases of electric vehicle charging stations, $162,150 for network software, $137,165 for the purchase of an automobile and an initial investment in the Estate of Ecotality of $70,000 which was completed in April 2015. Net cash outflows for investing activities were $4,629,988 for the year ended December 31, 2013 which were primarily for capital expenditures and the cash paid for acquisitions net of the cash acquired of $3,325,607. Cash provided by financing activities for the year ended December 31, 2014 was $1,656,157 of which $1,470,000 was from the sale of 60 shares of Series C Convertible Preferred Stock net of issuance costs, the sale of $400,000 of notes and convertible notes payable and the repayment of notes payable of $213,843. Cash flows provided by financing activities for the year ended December 31, 2013 totaling $16,243,453 primarily include the net proceeds of $17,265,509 from the sale of shares of our common stock, proceeds of $442,000 from the issuance of notes payable offset by the payment of convertible notes and notes payable totaling $1,464,056.

Through December 31, 2014, the Company has incurred an accumulated deficit since inception of $64,738,131. At December 31, 2014, the Company had a cash balance of $1,627,062. The Company has incurred additional losses subsequent to December 31, 2014. The Company implemented cost reduction measures in December 2014 to reduce employee headcount and other operating expenditures.

On December 23, 2014, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with certain investors (the "Purchaser(s)") for aggregate consideration of up to $6,000,000 (the "Aggregate Subscription Amount"). Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchaser: (i) 60,000 shares of Series C Convertible Preferred Stock convertible into 8,571,429 shares of the Company's common stock, par value $0.001, (the "Common Stock"); and (ii) fully vested five-year warrants (the "Warrants") to purchase an aggregate of 8,571,429 shares of Common Stock (the "Warrant Shares") for an exercise price of $1.00 per share. Through December 7, 2015, the Company had received $5,000,000 associated with the Securities Purchase agreement (the initial $2,000,000 upon execution and an additional $3,000,000 related to the original Series C Convertible Preferred Stock in consideration of the formation of an Operations and Finance Committee ("OPFIN Committee") to provide the Company with financial and operational direction, management and oversight with respect to the Company's operating plan and fiscal year 2015 revised budget and to oversee progress).

At December 7, 2015, the Company had a cash balance of approximately $193,000. The funds are intended to be used primarily for operating expenses and working capital. The Company is currently funding its cash requirements on a month-to-month basis.

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

Since inception, the Company's operations have primarily been funded through proceeds from equity and debt financings. Although management believes that the Company has access to capital resources, there are currently no commitments in place for new financing at this time, and there is no assurance that the Company will be able to obtain funds on commercially acceptable terms, if at all.

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

We have not been able to complete the audit of 350 Green LLC and Blink Network LLC for the two calendar years prior to their respective acquisitions. Rule 505 and 506 of Regulation D requires that all non-accredited investors be provided with certain disclosure documents, including the audited financial statements for the prior two fiscal years. In the event that we will not be able to complete the audits for these two entities, we will not be able to raise any additional funds from non-accredited investors until such time that the audits for the two prior fiscal years are completed.

These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. The Company's consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classifications of liabilities that might be necessary should it be unable to continue as a going concern.

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. Impairment of Long Lived Assets

The Company's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The Company assesses the recoverability of its long-lived assets by monitoring current selling prices of car charging units in the open market, the adoption rate of various auto manufacturers in the EV market and projected car charging utilization at various public car charging stations throughout its network in determining fair value. An impairment loss would be recognized when estimated future cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount.

b. Derivative instruments

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). The accounting treatment of derivative financial instruments requires that the Company record the embedded conversion option and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

The Binomial Lattice Model was used to estimate the fair value of the warrants and conversion options that are classified as derivative liabilities. The model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the weighted average life of the warrants or conversion options.

Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument.

c. Fair value of financial instruments

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820") which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

The carrying amounts of the Company's financial assets and liabilities, such as cash, accounts receivable, prepaid expenses, accounts payable and accrued expenses approximate fair values due to the short-term nature of these instruments. The carrying amount of the Company's notes payable approximates fair value because the effective yields on these obligations, which include contractual interest rates, taken together with other features such as concurrent issuance of warrants, are comparable to rates of returns for instruments of similar credit risk.

d. *Revenue recognition*

The Company applies Topic 605 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 based on the time duration of the session or kilowatt hours drawn during the session. Sales of EV stations are recognized upon shipment to the customer, F.O.B. shipping point, the point of customer acceptance.

Governmental grants and rebates pertaining to revenues and periodic expenses are recognized as income when the related revenue and/or periodic expense are recorded. Government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the related depreciation expense of the related asset over their useful lives.

For arrangements with multiple elements, which is comprised of (1) a charging unit, (2) installation of the charging unit, (3) maintenance and (4) network fees, revenue is recognized dependent upon whether vendor specific objective evidence ("VSOE") of fair value exists for separating each of the elements. We determined that VSOE exists for both the delivered and undelivered elements of our multiple-element arrangements. We limit our assessment of fair value to either (a) the price charged when the same element is sold separately or (b) the price established by management having the relevant authority.

e. Stock Based Compensation

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is measured on the grant date and re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Awards granted to non-employee directors for their service as a director are treated on the same basis as awards granted to employees. The Company computes the fair value of equity-classified warrants and options granted using the Black-Scholes option pricing model.

Recently Issued Accounting Pronouncements

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASU 2014-09 is effective on January 1, 2017 and should be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. The Company is currently evaluating the impact of the adoption of ASU 2014-09 on its consolidated financial position and results of operations.

In June 2014, the FASB issued ASU No. 2014-12, "Compensation - Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide that a Performance Target Could be Achieved after the Requisite Service Period," ("ASU 2014-12"). The amendments in ASU 2014-12 require that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. A reporting entity should apply existing guidance in ASC Topic No. 718, "Compensation - Stock Compensation" as it relates to awards with performance conditions that affect vesting to account for such awards. The amendments in ASU 2014-12 are effective for annual periods and interim periods within those annual periods beginning after December 15, 2015. Early adoption is permitted. Entities may apply the amendments in ASU 2014-12 either: (a) prospectively to all awards granted or modified after the effective date; or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the financial statements and to all new or modified awards thereafter. The Company does not anticipate that the adoption of ASU 2014-12 will have a material impact on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, "Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" ("ASU 2014-15"). ASU 2014-15, which is effective for annual reporting periods ending after December 15, 2016, extends the responsibility for performing the going-concern assessment to management and contains guidance on how to perform a going-concern assessment and when going-concern disclosures would be required under U.S. GAAP. The Company elected to early adopt ASU 2014-15. Management's evaluations regarding the events and conditions that raise substantial doubt regarding the Company's ability to continue as a going concern have been disclosed in Note 2 – Going Concern and Management's Plans.

In November 2014, the FASB issued ASU No. 2014-16, "Derivatives and Hedging (Topic 815): Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share Is More Akin to Debt or to Equity," ("ASU 2014-16"). ASU 2014-16 provides clarification on how current guidance should be interpreted in evaluating the economic characteristics and risks of a host contract in a hybrid financial instrument that is issued in the form of a share. Specifically, ASU 2014-16 clarifies that an entity should consider all relevant terms and features in evaluating the host contract and that no single term or feature would necessarily determine the economic characteristics and risks of the host contract. ASU 2014-16 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. ASU 2014-16 should be applied on a modified retrospective basis to existing hybrid financial instruments issued in the form of a share as of the beginning of the year for which the amendments are effective. Early adoption is permitted. The Company does not anticipate that the adoption of ASU 2014-16 will have a material impact on its consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, "Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs" ("ASU 2015-03"). ASU 2015-03 amends the existing guidance to require that debt issuance costs be presented in the balance sheet as a deduction from the carrying amount of the related debt liability instead of as a deferred charge. ASU 2015-03 is effective on a retrospective basis for annual and interim reporting periods beginning after December 15, 2015, but early adoption is permitted. The Company does not anticipate that the adoption of this standard will have a material impact on its consolidated financial statements.

In July 2015, the FASB issued ASU No. 2015-11, "Inventory (Topic 330): Simplifying the Measurement of Inventory," ("ASU 2015-11"). ASU 2015-11 amends the existing guidance to require that inventory should be measured at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory measured using last-in, first-out or the retail inventory method. ASU 2015-11 is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The Company is currently evaluating the effects of ASU 2015–11 on its 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

The financial statements required by this Item 8 are included in this Annual Report following Item 15 hereof. As a smaller reporting company, we are not required to provide supplementary financial information.

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

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports, filed under the Securities Exchange Act of 1934, 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 our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable and not absolute assurance of achieving the desired control objectives. In reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. In addition, the design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, a control may become inadequate because of changes in conditions or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

As required by the SEC Rule 13a-15(b), we carried out an evaluation under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the foregoing, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weaknesses described below.

To address these material weaknesses, management engaged financial consultants, performed additional analyses and other procedures to ensure that the financial statements included herein fairly present, in all material respects, our financial position, results of operations and cash flows for the periods presented.

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 ("ICFR") 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, 2014. The framework used by management in making that assessment was the criteria set forth in the document entitled "2013 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, 2014 and that material weaknesses in ICFR existed as more fully described below.

A material weakness is a deficiency, or a combination of deficiencies, within the meaning of Public Company Accounting Oversight Board ("PCOAB") Audit Standard No. 5, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that as of December 31, 2014 our internal controls over financial reporting were not effective at the reasonable assurance level:

1. We do not have written documentation of our internal control policies and procedures. Written documentation of key internal controls over financial reporting is a requirement of Section 404 of the Sarbanes-Oxley Act which is applicable to us for the year ended December 31, 2014. Management evaluated the impact of our failure to have written documentation of our internal controls and procedures on our assessment of our disclosure controls and procedures and has concluded that the control deficiency that resulted represented a material weakness.

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

3. We do not have personnel with sufficient experience with United States generally accepted accounting principles to address complex transactions.

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

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

We have taken steps to remediate some of the weaknesses described above, including by engaging a financing consultant with expertise in accounting for complex transactions. We intend to continue to address these weaknesses as resources permit.

Notwithstanding the assessment that our ICFR was not effective and that there are material weaknesses 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 are not required to provide the report.

Changes in Internal Control over Financial Reporting

Our internal control over financial reporting has not changed during the fiscal quarter covered by this Annual Report on Form 10-K. In addition, we identified material weaknesses related to our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

On December 7, 2015, Jack Zwick resigned as the Company's Chief Financial Officer and as a Member of the Board of Directors, effective immediately. There is no disagreement between the Company and Mr. Zwick on any matter that caused his resignation. Michael Calise was appointed as the Company's interim principal financial officer by the Board of Directors.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Our current 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
Michael D. Farkas (1)	43	Executive Chairman of Board of Directors, Chief Visionary Officer
Andy Kinard	50	President, Director
Michael J. Calise (2)	54	Chief Executive Officer
Jack Zwick (6)	79	Chief Financial Officer, Director
Ira Feintuch (3)	44	Chief Operating Officer
Andrew Shapiro (4)	47	Director
Donald Engel (5)	83	Director

(1) Effective as of January 1, 2015, Mr. Michael D. Farkas was authorized, approved and ratified to serve as Executive Chairman of the Board of Directors and Chief Visionary Officer.

(2) A t the Board of Directors meeting of July 29, 2015, Mr. Michael J. Calise was authorized, approved and ratified to serve as Chief Executive Officer. Effective December 7, 2015, Michael Calise was appointed as the Company's interim principal financial officer by the Board of Directors.

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

(4) At the Board of Directors meeting of April 17, 2014, Mr. Andrew Shapiro was authorized, approved and ratified to serve as a member of the Board of Directors.

(5) At the Board of Directors meeting of July 30, 2014, Mr. Donald Engel was authorized, approved and ratified to serve as a member of the Board of Directors.

(6) On December 7, 2015, Jack Zwick resigned as the Company's Chief Financial Officer and as a Member of the Board of Directors, effective immediately. There is no disagreement between the Company and Mr. Zwick on any matter that caused his resignation.

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

Michael D. Farkas, Executive Chairman of Board of Directors, Chief Visionary Officer

Mr. Farkas has served as our Chief Executive Officer and as a Member of our Board of Directors since 2010 and is currently Executive Chairman. 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 capital for a number of public and private clients until it withdrew its FINRA registration in 2007. Over the last 20 years, Mr. Farkas has established a successful track record as a principal investor across a variety of industries, including telecommunications, technology, aerospace and defense, agriculture, and automotive retail.

Based on his work experience and education, the Company has deemed Mr. Farkas 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 the Company Mr. Kinard sold electric vehicles in Florida for Foreign Affairs Auto from 2007 to 2009. From 2004 through 2005, he marketed renewable energy in Florida and was a Guest Speaker at the World Energy Congress. His first employer was Florida Power & Light ("FPL") 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.

Michael J. Calise, Chief Executive Officer

Mr. Calise was previously the Head of North America Electric Vehicle Solutions at Schneider Electric, a world leader in energy management and energy efficiency. While at Schneider, Mr. Calise was responsible for the electric vehicle strategy, product, and services, and took the business from its infancy to one of the top contenders in the electric vehicle solutions industry. Prior to Schneider Electric, Mr. Calise was the founder and principal of EVadvise, an independent advisory firm focused on mass scale electric vehicle infrastructure. While there he helped develop the EV Charging infrastructure technology plan for Marin Transportation Authority's (MTA) county-wide charger deployment. Prior to EVadvise, Mr. Calise held various executive positions as president, GM and EVP. Mr. Calise received a Bachelor of Science Degree in Electrical Engineering from the University of Buffalo in New York, and is a member of the IEEE, California Clean Cars, Cleantech.org, Plug In America and the Electric Auto Association (EAA), and former board member of the Electric Drive Transportation Association (EDTA) and the BACC EV Strategic Council.

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.

Ira Feintuch, Chief Operating Officer

Mr. Feintuch, age 44, commenced employment with the Company in 2009, and was appointed Chief Operating Officer on March 24, 2015. In his more than five years with the Company, Mr. Feintuch has served as Vice President of Operations. In this capacity, Mr. Feintuch has been responsible for the purchasing, installation, and maintenance of EV charging equipment, the selection and management of third-party electricians and service professionals for the Company and its subsidiaries, as well as developing strategic partnerships and collaborative relationships for the Company.

Andrew Shapiro, Director.

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

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

Donald Engel

Mr. Engel served as Managing Director and consultant at Drexel Burnham Lambert for 15 years. Mr. Engel managed and developed new business relationships and represented clients such as Warner Communications and KKR & Co., L.P. Mr. Engel also served as a consultant to Bear Stearns and as a Director of such companies as Revlon, Uniroyal Chemical, Levitz, Banner Industries, Savannah Pulp & Paper, and APL Corp. In the last decade, Mr. Engel consulted to Morgan Joseph TriArtisan.

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

Family Relationships

There are no family relationships between any of 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 three-year term to hold office 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.

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 ethics 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, 2014 and 2013 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	All Other Compensation	Total
Andy Kinard,	2014	$ 83,000	$ -	$ 9,000	$ 109,142	$ 25,023	$ 226,165
President	2013	$ 87,250	$ -	$ -	$ 9,859	$ -	$ 97,109
Michael D. Farkas,	2014	$435,000	$ -	$ 9,000	$ 199,783	$ 88,578	$ 732,361
Chief Executive Officer (1)	2013	$435,000	$ 15,000	$ -	$5,634,045	$ 24,130	$6,108,175
Jack Zwick	2014	$ -	$ -	$ 9,000	$ 189,147	$ 46,100	$ 244,247
Chief Financial Officer	2013	$ -	$ -	$ -	$ -	$ 15,000	$ 15,000

(1) Mr. Farkas resigned as Chief Executive Officer on July 29, 2015.

Compensation

Of the salary earned in 2014 by Mr. Farkas, $110,000 was unpaid as of December 31, 2014. Subsequent to December 31, 2014, the Company issued 1,100 shares of Series C Convertible Preferred Stock in satisfaction of the obligation.

Stock Awards

Messrs. Kinard, Farkas and Zwick were each awarded 20,520 shares of common stock for serving on the Board of Directors each valued on the date of grant at $9,000 in accordance with FASB ASC Topic 718.

Option Grants

Messrs. Kinard, Zwick and Farkas were awarded 82,000, 200,000 and 210,000 options, respectively, under the Company's 2013 Omnibus Plan and valued on the date of grant at $59,211, $144,416 and $149,852, respectively, in accordance with FASB ASC Topic 718 in 2014. In 2013, Mr. Kinard was issued 10,000 options under the Company's 2013 Omnibus Plan valued at $9,859 to replace options which had expired. Messrs. Kinard, Farkas and Zwicks were awarded 55,000, 55,000 and 50,000 options, respectively, for serving on the Board of Directors and valued on the date of grant at $49,931, $49,931 and $44,731, respectively, in accordance with FASB ASC Topic 718 in 2014.

No options were exercised during the years ended December 31, 2014 or 2013.

Warrant Grants

No warrants were exercised during 2014 and 2013. During 2014, Mr. Farkas was awarded warrants to purchase 5,000 shares of the Company's common stock which vest immediately and valued at $568 in accordance with FASB ASC Topic 718. The warrants were issued to replace warrants which had expired. During 2013, The Farkas Group, Inc., a company which is owned by Mr. Farkas and is a shareholder of our Company, was awarded warrants to purchase 5,633,335 shares of the Company's common stock which vested immediately and were valued at $5,634,045 in accordance with FASB ASC Topic 718. The warrants were issued to replace warrants which had expired.

Other Compensation

Mr. Kinard received $11,523 of Company paid health insurance benefit in calendar year 2014; he received no health insurance benefit in calendar year 2013.

Mr. Farkas received an auto allowance of $19,500 and $18,000 for calendar years 2014 and 2013, respectively, and Company paid health insurance benefit of $15,328 for calendar year 2014, health insurance reimbursement in 2013 of $7,630 and commissions of $40,250 during 2014.

Mr. Zwick received a stipend of $34,100 for the year ended December 31, 2014 and $1,000 per month for the year ended December 31, 2013.

Messrs. Kinard, Farkas and Zwick earned $13,500, $13,500 and $12,000, respectively, in cash fees for serving on the Board of Directors.

Outstanding Equity Awards at Fiscal Year-End

The following table provides information on outstanding equity awards as of December 31, 2014 to the Named Executive Officers:

	Option Awards					Stock Awards			
Name	Number of securities underlying unexercised options exercisable	Number of securities underlying unexercised options unexercisable	Equity incentive plan awards: Number of securities underlying unexercised unearned options	Option exercise price	Option expiration date	Number of shares or units of stock that have not vested	Market value of shares of units that have not vested	Equity incentive plan awards: Number of unearned shares, units or other rights that have not vested	Equity incentive plan awards: Market or payout value of unearned shares, units or other rights that have not vested
Andy Kinard	200,000	100,000(1)		$ 1.46	12/27/2017	-	$ -	-	$ -
Andy Kinard	-	5,000(2)	-	$ 1.01	4/17/2019	-	$ -	-	$ -
Andy Kinard	-	82,000(3)		$ 1.00	5/14/2019	-	$ -	-	$ -
Andy Kinard	-	5,000(4)	-	$ 0.95	6/6/2019	-	$ -	-	$ -
Andy Kinard	-	5,000(5)		$ 0.54	8/21/2019	-	$ -	-	$ -
Andy Kinard	-	5,000(6)		$ 0.53	10/21/2019	-	$ -	-	$ -
Andy Kinard	-	5,000(7)		$ 0.53	12/17/2019	-	$ -	-	$ -
Michael D. Farkas	500,000	250,000(1)	-	$ 1.61	12/27/2017	-	$ -	-	$ -
Michael D. Farkas	5,000	-	-	$ 1.31	6/28/2018	-	$ -	-	$ -
Michael D. Farkas	-	5,000(8)	-	$ 1.22	8/27/2018	-	$ -	-	$ -
Michael D. Farkas	-	5,000(9)	-	$ 1.19	9/26/2018	-	$ -	-	$ -
Michael D. Farkas	-	10,000(10)	-	$ 1.06	10/4/2018	-	$ -	-	$ -
Michael D. Farkas	-	5,000(11)	-	$ 0.90	10/10/2018	-	$ -	-	$ -
Michael D. Farkas	-	5,000(12)	-	$ 1.56	11/14/2018	-	$ -	-	$ -
Michael D. Farkas	-	5,000(2)	-	$ 1.01	4/17/2019	-	$ -	-	$ -
Michael D. Farkas	-	210,000(13)	-	$ 1.05	5/17/2019	-	$ -	-	$ -
Michael D. Farkas	-	5,000(4)	-	$ 0.95	6/6/2019	-	$ -	-	$ -
Michael D. Farkas	-	5,000(5)	-	$ 0.54	8/21/2019	-	$ -	-	$ -

Michael D. Farkas	-	5,000(6)	-	$	0.53	10/21/2019	-	$	-	-	$ -
Michael D. Farkas	-	5,000(7)	-	$	0.53	12/17/2019	-	$	-	-	$ -
Jack Zwick	-	200,000(14)		$	1.00	5/14/2019	-	$	-	-	$ -

(1) Option is exercisable effective as of December 27, 2015.

(2) Option is exercisable effective as of April 17, 2016.

(3) Option is exercisable to the extent of 27,333, 27,333 and 27,334 shares effective as of May 14, 2015, May 14, 2016 and May 14, 2017, respectively.

(4) Option is exercisable effective as of June 6, 2016.

(5) Option is exercisable effective as of August 21, 2016.

(6) Option is exercisable effective as of October 21, 2016.

(7) Option is exercisable effective as of December 21, 2016.

(8) Option is exercisable effective as of August 27, 2015.

(9) Option is exercisable effective as of September 26, 2015.

(10) Option is exercisable effective as of October 4, 2015.

(11) Option is exercisable effective as of October 10, 2015.

(12) Option is exercisable effective as of November 14, 2015.

(13) Option is exercisable to the extent of 70,000 shares effective as of each of May 14, 2015, May 14, 2016 and May 14, 2017,

(14) Option is exercisable to the extent of 66,666, 66,666 and 66,667 shares effective as of May 14, 2015, May 14, 2016 and May 14, 2017, respectively.

Employment Agreements

The Company entered into an employment agreement with Michael D. Farkas 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. At the Board of Directors meeting of April 17, 2014, the Board resolved to enter into three year contract with Mr. Farkas, whereby Mr. Farkas will receive a monthly salary of $40,000 with an increase to $50,000 per month in the event the Company becomes listed on NASDAQ or NYSE. All other aspects of his 2010 contract shall remain the same. On December 23, 2014, in connection with the closing and as a condition to the closing of the Securities Purchase Agreement, Mr. Farkas' employment agreement was amended such that for such time as any of the Aggregate Subscription Amount is still held in escrow, Mr. Farkas shall receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) shall be deferred; and (ii) must be determined by the compensation committee of the Company's Board of Directors to be fair and equitable. Additionally, beginning on the date that the Aggregate Subscription Amount is released from escrow and continuing for so long as the Series C Convertible Preferred Stock remain issued and outstanding, Mr. Farkas' salary shall only be paid in cash if doing so would not put the Company in a negative operating cash flow position

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.

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. Effective January 1, 2015, with the appointment by the Board of Directors of Michael D. Farkas as Chairman of the Board of Directors, Governor Bill Richardson will remain a member of our Board of Directors and has agreed to revise his compensation package so that he will be compensated solely for his attendance at meetings of the Board. His compensation for each meeting shall include: (i) 5,000 options to purchase shares of our Common Stock at an exercise price equal to $0.01 above the closing price of our Common Stock on the date of the Board meeting; and (ii) a cash payment of $1,500 or, at the Company's option, $3,000 worth of Common Stock based on the closing price of our Common Stock on the date of the Board meeting. On September 17, 2015, Governor Bill Richardson resigned from the Board of Directors and the Richardson Agreement was terminated.

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. On April 17, 2014, the Company's Board of Directors accepted the resignation letter of Mr. Fields of January 3, 2014 from the Company's Board of Directors. Upon Mr. Fields' accepted resignation from the Board, the Fields Agreement was terminated.

The Company entered into a director agreement (the "Beck Agreement") with Mr. Beck. Every year that he is a member of the Board, Mr. Beck 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. Beck 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. Beck 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 Beck Agreement, Mr. Beck received 50,000 shares. Upon Mr. Beck's resignation from the Board on October 10, 2013, the Beck Agreement was terminated.

The Company entered into a director agreement (the "Shapiro Agreement") with Mr. Shapiro on April 28, 2014. The Shapiro Agreement has a term of three years, and Mr. Shapiro shall attend no fewer than four meetings per year. As compensation for his services, Mr. Shapiro shall receive: (i) annual compensation of $100,000; (ii) an option to purchase 400,000 shares of Common Stock, upon execution of the director agreement at an exercise price $0.01 above the closing price on the date of execution (the "Membership Option Award"); (iii) an option to purchase up to 5,000 shares of Common Stock for each Board meeting attended by Mr. Shapiro, at an exercise price $0.01 above the closing price on the date of such a meeting; (iv) $1,500 for each Board meeting attended for Mr. Shapiro; and (v) $1,500 for each committee meeting of the Board of Directors, should Mr. Shapiro become Chairman of such committee. The Membership Option Award shall vest immediately and expire seven years from the date of issue; all other options issued pursuant to the director agreement shall have a one year vesting period and expire five years from the date of issue. Pursuant to the director agreement, Mr. Shapiro has agreed to a six month lock-up period for the disposition of any shares acquired, and, following the expiration of such lock-up period, shall have the right to sell up to five percent of the total daily trading volume of the Common Stock. The Shapiro Agreement may be terminated upon 30 days written notice by either party.

On July 30, 2014, the Board of Directors of Car Charging Group, Inc. (the "Company") appointed Donald Engel to the Board of Directors (the "Board") to fill a vacancy on the Board of Directors. It has been determined by the Company that Mr. Engel is an independent member of the Board pursuant to the required standards set forth in Rule 10A-3(b) of the Securities Exchange Act of 1934, as amended. In connection with his appointment, the Company and Mr. Engel entered into a Director Agreement whereby the Company agreed to issue Mr. Engel an option to purchase 300,000 shares of common stock at an exercise price of $1.00 per share. Additionally, for each Board meeting that Mr. Engel attends he will receive compensation of: (i) an option to purchase 5,000 shares of common stock at an exercise price of $1.00 per share; and (ii) at the Company's option, either (a) $1,500 cash or such number of shares of common stock that equal $3,000 as of the date of such Board meeting.

The following table provides information for 2014 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 2014. Other than as set forth in the table, to date we have not paid any fees to or, except for reasonable expenses for attending Board and committee meetings, reimbursed any expenses of our directors, made any equity or non-equity awards to directors, or paid any other compensation to directors.

Name	Fees Earned or Paid in Cash	Stock Awards	Option Awards	All Other Compensation	Total
Governor Richardson (1)	$ 1,500	$ 9,000	$ 5,658	$ 100,000	$ 110,158
William Fields (2)	-	-	-	-	-
Eckhardt Beck (3)	-	-	-	-	-
Andrew Shapiro (4)	1,500	9,000	322,617	75,000	408,117
Donald Engel (5)	-	9,000	65,738	-	74,738
Total	$ 3,000	$ 21,000	$ 394,013	$ 175,000	$ 593,013

(1) Governor Richardson was appointed as a Director on December 14, 2012 and resigned his directorship on September 17, 2015.

(2) Mr. Fields was appointed as a Director on January 11, 2013 and the Board of Directors accepted Mr. Fields' resignation letter of January 3, 2014 on April 17, 2014.

(3) Mr. Beck was appointed as a Director on April 3, 2013 and resigned his directorship on October 10, 2013.

(4) Mr. Shapiro was appointed as a Director on April 17, 2014.

(5) Mr. Engel was appointed as a Director on July 30, 2014

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 December 2, 2015, 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 December 2, 2015. 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 December 2, 2015 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				
Eventide Gilead Fund Institutional Trust Custody 7 Easton Oval, EA4E62 Columbus, OH 43219	41,130,509(3)	27.605%	-	-
Platinum Partners (4) 152 West 57th Street New York, NY 10019	12,634,248(5)	9.694%	-	-
Nathan Low 600 Lexington Aveneue, 23rd Floor New York, NY 10019	9,231,573(6)	7.068%	-	-
Allston Limited Blake Building, Suite 302 Corner of Hutson & Eyre Street Belize City, Belize	7,457,143(7)	5.729%	-	-
Regal Funds 152 West 57th Street, 9th Floor New York, NY 10019	7,182,994(8)	5.474%	-	-
Wolverine Flagship Fund Trading Limited Wolverine Asset Management, LLC 175 West Jackson Blvd Chicago, IL 60604	6,963,212(9)	5.348%	-	-
Directors and Executive Officers				
Michael D. Farkas 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	44,697,952(10)	33.333%	10,000,000	100%
Michael Calise 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	220,588(11)	*	-	-
Ira Feintuch 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	3,269,795(12)	2.537%	-	-
Jack Zwick 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	509,409(13)	*	-	-
Andrew Shapiro 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	602,938(14)	*	-	-
Donald Engel 1691 Michigan Avenue, Suite 601 Miami Beach, FL 33139	348,853(15)	*	-	-
Andy Kinard 1691 Michigan Avenue, Suite				

601 Miami Beach, FL 33139	358,529(16)	*	-	-
All directors and officers as a group (7 people)	**50,008,064**	**27.270%**	**10,000,000**	**100%**

* Less than 1%

(1) Based on 79,620,730 shares of common stock issued and outstanding as of December 2, 2015. 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 December 2, 2015, which are currently convertible into 25,000,000 shares of common stock and are have voting rights equal to one vote per common equivalent.

(3) Includes 19,260,844 warrants which are currently exercisable.

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

(5) Includes 10,015,200 shares of common stock and 2,619,048 warrants which are currently exercisable.

(6) Includes 3,368,702 shares of common stock held by Sunrise Securities Corp., which is 100% owned by Nathan Low; 1,750,000 shares of common stock held by NLBDIT Portfolio LLC, a trust held in the name of Nathan Low's children, of which he is a guardian; 1,200,000 shares of common stock held by the Sunrise Charitable Foundation of which Mr. Low has voting authority, 5,000 shares of common stock held by Nathan Low, 682,000 warrants, which are currently exercisable, held by Sunrise Financial Group, which is 100% owned by Nathan Low; 1,338,095 warrants, which are currently exercisable, held by Nathan Low and 887,776 warrants, which are currently exercisable, in Mr. Low's Individual Retirement Account.

(7) Includes 5,000,000 shares of common stock and 2,457,143 warrants which are currently exercisable.

(8) Includes 3,372,708 shares of common stock, 2,172 Series C Convertible Preferred shares as if converted into 310,286 shares of common stock and 3,500,000 warrants which are currently exercisable.

(9) Includes 3,945,926 shares of common stock, 3,621 Series C Convertible Preferred shares as if converted into 517,286 shares of common stock and 2,500,000 warrants which are currently exercisable.

(10) Includes 10,000,000 Series A Convertible Preferred shares as if converted into 25,000,000 shares of common stock; 1,560,123 shares of common stock, 4,074 Series C Convertible Preferred shares as if converted into 582,000 shares of common stock, 645,000 options 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 beneficiary and 360,000 common shares owned by The Farkas Family Foundation of which Mr. Farkas has voting authority as trustee, and 10,062,494 common shares and 5,738,335 warrants, which are currently exercisable, held by The Farkas Group, Inc. which is wholly-owned by Michael D. Farkas.

(11) Consists of shares of common stock.

(12) Includes 750,000 shares of common stock, 791 Series C Convertible Preferred shares as if converted into 113,000 shares of common stock, 500,000 Series A Convertible Preferred shares as if converted into 1,250,000 shares of common stock, and 1,156,795 options which are currently exercisable.

(13) Includes 172,709 shares of common stock and 336,700 options which are currently exercisable.

(14) Includes 114,179 shares of common stock and 465,000 options which are currently exercisable.

(15) Includes 28,853 shares of common stock and 320,000 options which are currently exercisable.

(16) Includes 46,123 shares of common stock and 312,406 options which are currently exercisable.

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

Related Party Transactions

The Company paid commissions to a company owned by Michael D. Farkas totaling $30,250 and $38,500 during the years ended December 31, 2014 and 2013 for business development related to installations of EV charging stations by the Company in accordance with the support services contract. These amounts are recorded as compensation on the Condensed Consolidated Statement of Operations.

The Company incurred accounting and tax service fees totaling $23,317 and $61,393 for the year ended December 31, 2014 and 2013 provided by a company that is partially owned by the Company's Chief Financial Officer**.** This expense was recorded as general and administrative expense.

On March 29, 2012, the Company entered into a patent license agreement with Michael D. Farkas and a company for which Michael D. Farkas is the majority shareholder and an officer of the company. 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, 2014, the Company has not paid nor incurred any royalty fees related to this agreement.

On December 15, 2014, the Company issued a note to a company for which Michael D. Farkas is the majority shareholder and an officer of the company, in the amount of $65,000, due on the six month anniversary date of the note with interest at 8% per annum. The Note was paid in full with accrued interest thereon of $202 on December 29, 2014.

Director Independence

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

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

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

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION OF SECURITIES ACT LIABILITIES

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

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

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Audit Fees

For the Company's fiscal years ended December 31, 2014 and 2013, we were billed approximately $356,400 and $402,500 for professional services rendered by our independent auditors for the audit and review of our financial statements.

Audit Related Fees

There were no fees for audit related services rendered by our independent auditors or the years ended December 31, 2014 and 2013.

Tax Fees

For the Company's fiscal years ended December 31, 2014 and 2013, there were no fees for professional services rendered by our independent auditors 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 independent auditors for the fiscal years ended December 31, 2014 and 2013.

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 must 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.

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 sheet of the Company as of December 31, 2014 the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the year then ended, the footnotes thereto, and the report of Marcum L.L.P., independent auditors, are filed herewith.

The audited consolidated balance sheet of the Company as of December 31, 2013 the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the year then ended, the footnotes thereto, and the report of EisnerAmper L.L.P., 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	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)
3.1 (g)	Certificate of Designation for Series C Preferred Stock (5)
3.1 (h)	Amendment No. 2 to Certificate of Designation for Series A Preferred Stock (5)
3.2	Bylaws (1)
4.1	Form of Warrant(2)
10.1	Securities Purchase Agreement, by and between the Company and Investor, dated December 29, 2014 (5)
10.2	Registration Rights Agreement, by and between the Company and Investor, dated December 29, 2014 (5)
10.3	Securities Purchase Agreement, by and between the Company and Investor dated July 24, 2015 (7)
10.4	Registration Rights Agreement, by and between the Company and investor dated July 24, 2105 (7)
10.5	Employment Agreement by and between the Company and Michael Calise dated July 16, 2015 (8)
10.6	Securities Purchase Agreement, by and between the Company and Investor dated October 14, 2015
10.7	Registration Rights Agreement, by and between the Company and investor dated October 14, 2105
14.1	Code of Ethics (6)
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 Executive 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.

(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 December 29, 2014.

(6) Filed as an Exhibit on Form 10-K/A with the SEC on September 30, 2009.

(7) Filed as an Exhibit on Current Report to Form 8-K with the SEC on July 29, 2015.

(8) Filed as an Exhibit on Current Report to Form 8-K with the SEC on August 3, 2015.

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: December 7, 2015

CAR CHARGING GROUP, INC.

By: */s/ Michael J. Calise*
Michael J. Calise
Chief Executive Officer
(Principal Executive Officer and Interim Principal Financial 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/ Michael J. Calise Michael J. Calise	Chief Executive Officer (Principal Executive Officer and Interim Principal Financial Officer)	December 7, 2015
/s/ Andy Kinard Andy Kinard	President and Director	December 7, 2015
/s/ Michael D. Farkas Michael D. Farkas	Executive Chairman of the Board and Chief Visionary Officer	December 7, 2015
/s/ Andrew Shapiro Andrew Shapiro	Director	December 7, 2015
Donald Engel	Director	December 7, 2015

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.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Car Charging Group, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheet of Car Charging Group, Inc. and Subsidiaries (the "Company) as of December 31, 2014, and the related consolidated statements of operations, stockholders' equity (deficiency), and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Car Charging Group, Inc. and Subsidiaries as of December 31, 2014, and the consolidated results of their operations and their cash flows for the year then ended 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 more fully discussed in Note 2, the Company has incurred net losses since inception and needs to raise additional funds to meet its obligations and sustain its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Marcum LLP

Marcum LLP
New York, NY
December 7, 2015

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Car Charging Group, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheet of Car Charging Group, Inc. and Subsidiaries (the "Company) as of December 31, 2013, and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Car Charging Group, Inc. and Subsidiaries as of December 31, 2013, and the consolidated results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

/s/ EisnerAmper LLP

EisnerAmper LLP
Iselin, NJ
May 2, 2014

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Balance Sheets

	December 31,	
	2014	**2013**
Assets		
Current Assets:		
Cash and cash equivalents	$ 1,627,062	$ 7,837,339
Accounts receivable and other receivables, net	284,708	216,003
Inventory, net	1,175,798	1,441,792
Prepaid expenses and other current assets	62,669	291,675
Total Current Assets	3,150,237	9,786,809
Fixed assets, net	2,307,117	7,485,212
Intangible assets, net	137,112	963,648
Goodwill	-	4,901,261
Other assets	569,703	333,162
Total Assets	$ 6,164,169	$ 23,470,092
Liabilities and Stockholders' Deficiency		
Current Liabilities:		
Accounts payable	$ 1,568,969	$ 5,368,419
Accounts payable [1]	4,071,741	-
Accrued expenses	9,450,544	7,554,129
Accrued expenses [1]	322,616	-
Derivative liabilities	3,635,294	9,511,364
Current portion of convertible notes payable, net of debt discount of $18,357	181,643	-
Current portion of notes payable	401,297	439,739
Current portion of notes payable - related party	135,000	-
Current portion of deferred revenue	959,962	212,094
Total Current Liabilities	20,727,066	23,085,745
Deferred revenue, net of current portion	275,370	678,392
Notes payable, net of current portion	18,803	129,202
Total Liabilities	21,021,239	23,893,339
Commitments and contingencies		
Stockholders' Deficiency:		
Preferred stock, $0.001 par value, 40,000,000 shares authorized; Series A Convertible Preferred Stock, $0.001 par value, 20,000,000 shares authorized, 10,000,000 shares issued and outstanding as of December 31, 2014 and December 31, 2013	10,000	10,000
Series B Convertible Preferred Stock, $0.001 par value, 10,000 shares authorized, 0 shares issued and outstanding as of December 31, 2014 and December 31, 2013	-	-
Series C Convertible Preferred Stock, $0.001 par value, 250,000 shares authorized, 60,250 and 0 shares issued and outstanding at December 31, 2014 and December 31, 2013, respectively	60	-
Common stock, $0.001 par value, 500,000,000 shares authorized, 77,756,057 and 77,124,833 shares issued and outstanding at December 31, 2014 and December 31, 2013, respectively	77,756	77,125
Additional paid-in capital	58,193,975	45,399,170
Accumulated deficit	(64,738,131)	(45,909,542)
Stock subscription proceeds held in escrow	(4,000,000)	-
Total Car Charging Group Inc. - Stockholders' Deficiency	(10,456,340)	(423,247)
Non-controlling interest	(4,400,730)	-
Total Stockholder's Deficiency	(14,857,070)	(423,247)
Total Liabilities and Stockholders' Deficiency	$ 6,164,169	$ 23,470,092

[1] - Related to 350 Green, which became a variable interest entity of the Company on April 17, 2014.

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Operations

	For The Years Ended December 31,	
	2014	**2013**
Revenues:		
Charging service revenue	$ 1,247,778	$ 327,971
Grant and rebate revenue	950,358	90,796
Equipment sales	565,057	47,636
Other	28,451	-
Total Revenues	2,791,644	466,403
Cost of Revenues:		
Cost of charging services	1,230,031	744,696
Depreciation and amortization	2,455,885	2,505,780
Cost of equipment sales	510,910	36,196
Inventory obsolescence charge	1,437,553	-
Total Cost of Revenues	5,634,379	3,286,672
Gross Loss	(2,842,735)	(2,820,269)
Operating Expenses:		
Compensation	8,246,442	11,025,966
Other operating expenses	735,259	1,062,067
General and administrative expenses	2,811,093	4,477,074
Impairment of goodwill	4,901,261	-
Impairment and loss of title of car charging stations	2,854,422	-
Impairment of intangible assets	536,161	606,685
Impairment of Ecotality investment	1,200,000	-
Loss on sale/replacement of EV charging stations	39,768	57,333
Inducement expense for exclusive EV installation rights provided to the Company	321,877	-
Total Operating Expenses	21,646,283	17,229,125
Loss From Operations	(24,489,018)	(20,049,394)
Other (Expense) Income:		
Interest expense, net	(235,065)	(73,958)
Amortization of discount on convertible debt	(61,626)	(173,484)
Gain (loss) on settlement of accounts payable for cash and common stock	21,000	(47,856)
Gain on settlement of accounts payable	15,789	-
Change in fair value of warrant liabilities	3,935,337	1,794,693
Inducement expense for debt conversion	-	(687,286)
Inducement expense for partial extinguishment of derivative liabilities	(382,753)	-
Inducement expense for standby financial support	(858,118)	-
Provision for warrant liability	(66,963)	(1,480,000)
Financing agreement settlement expense	-	(3,420,000)
Preferred stock issuance costs	(71,808)	-
Non-compliance penalty for delinquent regular SEC filings	(711,517)	-
Non-compliance penalty for SEC registration requirement	(807,188)	-
Release from obligation to U.S. Department of Energy	482,611	-
Total Other Income (Expense)	1,259,699	(4,087,891)
Net Loss	(23,229,319)	(24,137,285)
Less: Net loss attributable to the noncontrolling interests	(531,302)	-
Net Loss Attributable to Car Charging Group, Inc.	(22,698,017)	(24,137,285)
Dividend payable to Series C shareholders	(20,800)	-
Deemed dividend to Series B shareholder upon conversion to common stock and warrants	-	(2,831,830)
Net loss Attributable to Common Shareholders	$ (22,718,817)	$ (26,969,115)
Net Loss Per Share		
- Basic and Diluted	$ (0.29)	$ (0.49)
Weighted Average Number of Common Shares Outstanding		
- Basic and Diluted	77,675,650	54,945,088

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Changes in Stockholders' Deficiency
For the Years Ended December 31, 2014 and 2013

	Preferred-A		Preferred-B		Preferred-C		Common Stock		Additional Paid-In	Accumulated	Stock Subscription Proceeds Held In	Non Controlling Interest	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Escrow	Deficit	Deficiency
Balance - 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
Sale of common stock	-	-	-	-	-	-	25,325,714	25,325	15,079,242	-	-	-	15,104,567
Issuance of warrants in conjunction with sale of common stock	-	-	-	-	-	-	-	-	2,160,942	-	-	-	2,160,942
Issuance of common stock for compensation and services	-	-	-	-	-	-	1,967,984	1,968	2,417,402	-	-	-	2,419,370
Common stock issued for director compensation	-	-	-	-	-	-	100,000	100	145,400	-	-	-	145,500
Common stock issued in settlement of agreement	-	-	-	-	-	-	2,000,000	2,000	3,418,000	-	-	-	3,420,000
Common stock issued for software development	-	-	-	-	-	-	113,636	114	149,886	-	-	-	150,000
Warrants and options issued for compensation services	-	-	-	-	-	-	-	-	8,022,996	-	-	-	8,022,996
Conversion of Series B Preferred Stock into common stock and warrants	-	-	(1,000,000)	(1,000)	-	-	2,500,000	2,500	(1,500)	-	-	-	-
Deemed dividend on Series B Preferred shares converted into common stock and warrants	-	-	-	-	-	-	-	-	2,831,830	(2,831,830)	-	-	-
Conversion of notes payable into common stock and warrants	-	-	-	-	-	-	330,000	330	852,161	-	-	-	852,491
Issuance of common stock in settlement of accounts payable	-	-	-	-	-	-	60,993	61	85,329	-	-	-	85,390
Common stock issued for acquisitions	-	-	-	-	-	-	2,541,801	2,542	3,154,730	-	-	-	3,157,272
Retirement of													

reacquired stock	-	-	-	-	-	-	(250,000)	(250)	(449,750)	-	-	-	(450,000)
Fair value of warrants issued in conjunction with sale of common stock deemed to be derivative liabilities	-	-	-	-	-	-	-	-	(11,042,057)	-	-	-	(11,042,057)
Registration rights fee	-	-	-	-	-	-	-	-	(1,543,000)	-	-	-	(1,543,000)
Net loss	-	-	-	-	-	-	-	-	-	(24,137,285)	-	-	(24,137,285)
Balance - December 31, 2013	10,000,000	$ 10,000	-	$ -	-	$ -	77,124,833	$ 77,125	$ 45,399,170	$ (45,909,542)	$ -	$ -	$ (423,247)
Sale of Series C convertible preferred shares and warrants, net of fees and discount	-	-	-	-	60,000	60	-	-	4,986,843	-	(4,000,000)	-	986,903
Warrants and options issued for compensation and services	-	-	-	-	-	-	-	-	2,739,066	-	-	-	2,739,066
Series C convertible preferred stock issued for services	-	-	-	-	250	-	-	-	25,000	-	-	-	25,000
Common stock issued for compensation and services	-	-	-	-	-	-	58,424	58	42,941	-	-	-	42,999
Common stock issued for compensation and services previously accrued	-	-	-	-	-	-	100,000	100	136,900	-	-	-	137,000
Common stock issued for settlement of accounts payable	-	-	-	-	-	-	4,098	4	4,995	-	-	-	4,999
Cashless conversion of warrants into common stock	-	-	-	-	-	-	468,702	469	(469)	-	-	-	-
Warrants issued for funding commitment	-	-	-	-	-	-	-	-	726,868	-	-	-	726,868
Derivative liability warrants extinguished	-	-	-	-	-	-	-	-	4,345,355	-	-	-	4,345,355
Warrants issued in connection with issuance of convertible note payable	-	-	-	-	-	-	-	-	79,983	-	-	-	79,983
Replacement warrants issued for expired warrants	-	-	-	-	-	-	-	-	658	-	-	-	658
Warrants													

issued in connection with acquisition of Beam LLC	-	-	-	-	-	-	-	-	259,689	-	-	-	259,689
Warrants issued as inducement for extinguishment of derivative liabilities	-	-	-	-	-	-	-	-	382,753	-	-	-	382,753
Non-controlling interest share of consolidated equity	-	-	-	-	-	-	-	-	-	3,869,428	-	(3,869,428)	-
Warrants reclassified to derivative liabilities	-	-	-	-	-	-	-	-	(914,977)	-	-	-	(914,977)
Dividend payable	-	-	-	-	-	-	-	-	(20,800)	-	-	-	(20,800)
Net loss	-	-	-	-	-	-	-	-	-	(22,698,017)	-	(531,302)	(23,229,319)
Balance - December 31, 2014	10,000,000	$ 10,000	-	$ -	60,250	$ 60	77,756,057	$ 77,756	$ 58,193,975	$ (64,738,131)	$ (4,000,000)	$ (4,400,730)	$ (14,857,070)

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Cash Flows

	For The Years Ended December 31,	
	2014	**2013**
Cash Flows From Operating Activities		
Net loss	$ (23,229,319)	$ (24,137,285)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	2,989,946	2,687,012
Amortization of discount on convertible notes payable	61,626	173,484
Change in fair value of warrant liabilities	(3,935,337)	(1,794,693)
Release from obligation to U.S. Department of Energy	(482,611)	-
Provision for loss on advanced commissions	143,250	385,750
(Gain) loss on settlement of accounts payable for common stock and cash	(21,000)	47,856
Impairment of goodwill	4,901,261	-
Impairment of intangible assets	536,161	606,685
Impairment of charging stations	2,854,422	-
Impairment of Ecotality investment	1,200,000	-
Non-compliance penalty for SEC registration requirement	807,188	-
Non-compliance penalty for delinquent regular SEC filings	711,517	-
Preferred stock issuance costs	71,808	-
Provision for inventory shrinkage	92,998	-
Provision for warrants payable	66,963	1,480,000
Loss on disposal/replacement of charging stations	39,768	57,333
Debt conversion expense	-	687,286
Return of common stock due to arbitration	-	(450,000)
Financing agreement settlement expense	-	3,420,000
Non-cash compensation:		
Common stock issued for services and compensation	322,664	2,778,144
Accrued stock compensation expense	66,742	-
Warrants and options issued for services, compensation and fees	3,849,345	8,022,996
Changes in operating assets and liabilities:		
Accounts receivable and other receivables	(162,740)	(195,076)
Inventory	172,996	279,841
Prepaid expenses and other current assets	(256,214)	(232,637)
Other assets	127,454	88,801
Accounts payable and accrued expenses	1,689,945	1,469,218
Deferred revenue	344,846	835,743
Total Adjustments	16,192,998	20,347,743
Net Cash Used in Operating Activities	(7,036,321)	(3,789,542)
Cash Flows From Investing Activities		
Purchase of accounts receivable	-	(163,292)
Purchase of office and computer equipment	-	(2,867)
Purchase of automobile	(137,165)	-
Purchase of electric charging stations	(460,798)	(1,138,222)
Purchase of network software	(162,150)	-
Investment in estate of Ecotality net of amount owed to Ecotality Estate Creditor's Committee	(70,000)	-
Cash paid for acquisitions, net of $34,393 of cash acquired	-	(3,325,607)
Net Cash Used In Investing Activities	(830,113)	(4,629,988)
Cash Flows From Financing Activities		
Proceeds from issuance of notes payable and convertible notes payable	400,000	442,000
Proceeds from sale of shares of Series C Convertible Preferred stock and warrants less proceeds held in escrow and expenses	1,470,000	-
Sale of common stock, net of issuance costs	-	17,265,509
Payment of notes and convertible notes payable	(213,843)	(1,464,056)
Net Cash Provided by Financing Activities	1,656,157	16,243,453
Net (Decrease) Increase In Cash	(6,210,277)	7,823,923
Cash - Beginning	7,837,339	13,416
Cash - Ending	$ 1,627,062	$ 7,837,339

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Consolidated Statements of Cash Flows – Continued

	For The Years Ended December 31,	
	2014	**2013**
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the period for:		
Interest expense	$ 2,851	$ 42,776
Income taxes	$ -	$ -
Non-cash investing and financing activities:		
Issuance of common stock issued in exchange for conversion of warrants	$ 469	$ -
Issuance of warrants to placement agents	$ -	$ 2,535,172
Common stock issued for settlement of accounts payable	$ 4,999	$ 37,534
Reclassification of chargers to other assets	$ 462,532	$ -
Conversion of Series B convertible preferred shares into common shares and warrants	$ -	$ 1,000
Conversion of notes payable into common stock and warrants	$ -	$ 165,205
Issuance of common stock for services previously accrued	$ 137,000	$ -
Purchase of software development for common stock	$ -	$ 150,000
Registration rights penalty	$ -	$ 1,543,000
Purchase of accounts receivable for common stock	$ -	$ 127,941
Retirement of reacquired common stock	$ -	$ 450,000
Deemed dividend on Series B Convertible Preferred shares	$ -	$ 2,831,830
Issuance of common stock for acquisitions	$ -	$ 3,157,272
Issuance of note payable for acquisition	$ -	$ 980,918
Issuance of warrants in conjunction with the sale of shares of common stock deemed to be derivative liabilities	$ -	$ 11,042,057
Extinguishment of partial derivative liability	$ 4,355,345	$ -
Warrants issued in exchange for derivative warrant liabilities	$ 1,385,167	$ -
Forbearance of Ecotality accounts receivable	$ 94,035	$ -
Accrual of contractual dividends on Series C convertible preferred stock	$ 20,800	$ -
Warrants issued in connection with issuance of convertible note payable	$ 79,983	$ -
Warrants reclassified to derivative liabilities	$ 914,977	$ -

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BUSINESS ORGANIZATION AND NATURE OF OPERATIONS

Car Charging Group, Inc. ("CCGI") was incorporated on October 3, 2006 under the laws of the State of Nevada as New Image Concepts, Inc. On November 20, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

CCGI, through its wholly-owned subsidiaries (collectively, the "Company" or "Car Charging"), acquires and installs electric vehicle ("EV") charging stations and shares servicing fees received from customers that use the charging stations with the property owner(s), on a property by property basis. In addition, the Company sells hardware and enters into individual arrangements for this purpose with various property owners, which may include municipalities, garage operators, hospitals, multi-family properties, shopping malls and facility owner/operators.

2. GOING CONCERN AND MANAGEMENT'S PLANS

As of December 31, 2014, the Company had a cash balance, a working capital deficiency and an accumulated deficit of $1,627,062, $17,576,829 and $64,738,131, respectively. During the years ended December 31, 2014 and 2013, the Company incurred net losses of $23,229,319 and $24,137,285, respectively. These conditions raise substantial doubt about the Company's ability to continue as a going concern.

On December 23, 2014, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with certain investors (the "Purchasers") for an aggregate of $6,000,000 (the "Aggregate Subscription Amount"), of which $2,000,000 had been received by the Company as of December 31, 2014. See Note 17 – Stockholders' Deficiency for additional details. In December 2014, the Company implemented cost reduction measures to help reduce employee headcount and other operating expenditures.

Since inception, the Company's operations have primarily been funded through proceeds from equity and debt financings. Although management believes that the Company has access to capital resources, there are currently no commitments in place for new financing at this time, and there is no assurance that the Company will be able to obtain funds on commercially acceptable terms, if at all. The Company intends to continue to raise additional capital through debt and equity financings. There is no assurance that these funds will be sufficient to enable the Company to fully complete its development activities or attain profitable operations. If the Company is unable to obtain such additional financing on a timely basis, the Company may have to curtail its development, marketing and promotional activities, which would have a material adverse effect on the Company's business, financial condition and results of operations, and ultimately the Company could be forced to discontinue its operations and liquidate.

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which contemplate continuation of the Company as a going concern and the realization of assets and satisfaction of liabilities in the normal course of business. The consolidated financial statements do not include any adjustment that might become necessary should the Company be unable to continue as a going concern.

Subsequent to December 31, 2014, $3,000,000 was released from escrow associated with the Securities Purchase Agreement and the Company raised an aggregate of $1,930,000 through equity financing. The Company is currently funding its operations on a month-to-month basis. While there can be no assurance that it will be successful, the Company is in active negotiations to raise additional capital. See Note 17 – Subsequent Events for additional details.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The consolidated financial statements include the accounts of CCGI and its wholly-owned subsidiaries, including Car Charging, Inc., Beam Charging LLC ("Beam"), EV Pass LLC, and Blink Network LLC ("Blink"). Beam was acquired on February 26, 2013, EV Pass LLC was acquired on April 3, 2013 and Blink was acquired on October 16, 2013 as a result of an asset purchase agreement with Electric Transportation Engineering Corporation of America ("ECOtality"). Accordingly, the operating results of these businesses are included from their respective acquisition dates. All intercompany transactions and balances have been eliminated in consolidation.

The consolidation guidance relating to accounting for Variable Interest Entities ("VIE") requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. As more fully described in Note 5, the Company determined that it is the primary beneficiary of 350 Green LLC ("350 Green"), and as such, 350 Green's assets, liabilities and results of operations are included in the Company's consolidated financial statements. 350 Green was acquired on April 22, 2013. 350 Green was a wholly-owned subsidiary of the Company and was consolidated as of December 31, 2013. As of December 31, 2014, 350 Green was a VIE, without recourse to the Company.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

USE OF ESTIMATES

Preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, together with amounts disclosed in the related notes to the financial statements. The Company's significant estimates used in these financial statements include, but are not limited to, stock-based compensation, warranty reserves, inventory valuations, the valuation allowance related to the Company's deferred tax assets, the carrying amount of intangible assets and goodwill, estimates of future EV sales and the effects thereon, and the recoverability and useful lives of long-lived assets. Certain of the Company's estimates, including the carrying amount of the intangible assets, could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company's estimates and could cause actual results to differ from those estimates.

CASH 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 the consolidated financial statements. The Company has cash on deposits in several financial institutions which, at times, may be in excess of FDIC insurance limits. The Company has not experienced losses in such accounts.

ACCOUNTS RECEIVABLE

Accounts receivable are carried at their contractual amounts, less an estimate for uncollectible amounts. As of December 31, 2014 and 2013, there was an allowance for uncollectable amounts of $119,936 and $0, respectively. Management estimates the allowance for bad debts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Past due accounts are generally written off against the allowance for bad debts only after all collection attempts have been exhausted. There is no collateral held by the Company for accounts receivable nor does any accounts receivable serve as collateral for any of the Company's borrowings.

INVENTORIES

Inventory is comprised of electric charging stations and related parts, which are available for sale or for warranty requirements. Inventories are stated at the lower of cost or market. Cost is determined by the first-in, first-out method. Inventory that is sold is included within cost of sales and inventory that is installed on the premises of participating owner/operator properties is transferred to fixed assets at the carrying value of the inventory. The Company periodically reviews for slow-moving, excess or obsolete inventories. Products that are determined to be obsolete, if any, are written down to net realizable value.

As of December 31, 2014 and 2013, the Company's inventory was comprised solely of finished goods and parts that are available for sale.

FIXED ASSETS

Fixed assets are stated at cost, net of accumulated depreciation and amortization which is recorded commencing at the in-service date using the straight-line method over the estimated useful lives of the assets, as set forth in the following table:

Asset	Useful Lives (In Years)
Computer software and office and computer equipment	**3 - 5**
Machinery and equipment, automobiles, furniture and fixtures	**3 - 10**
Installed Level 2 electric vehicle charging stations	**3**
Installed Level 3 (DC Fast Chargers ("DCFC")) electric vehicle charging stations	**5**

When fixed assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the statements of operations for the respective period. Minor additions and repairs are expensed in the period incurred. Major additions and repairs which extend the useful life of existing assets are capitalized and depreciated using the straight-line method over their remaining estimated useful lives.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

FIXED ASSETS – CONTINUED

EV charging stations represents the cost, net of accumulated depreciation, of charging devices that have been installed on the premises of participating owner/operator properties or are earmarked to be installed. The Company held approximately $153,000 and $1,135,000 in EV charging stations that were not placed in service as of December 31, 2014 and 2013, respectively.

The Company's long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The Company assesses the recoverability of its long-lived assets by monitoring current selling prices of car charging units in the open market, the adoption rate of various auto manufacturers in the EV market and projected car charging utilization at various public car charging stations throughout its network in determining fair value. An impairment loss would be recognized when estimated future cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. See Note 6 – Fixed Assets for additional details.

CAPITALIZED SOFTWARE DEVELOPMENT COSTS

The Company capitalizes software development costs in accordance with FASB issued ASC Topic 985 "Software". Capitalization of software development costs begins upon the determination of technological feasibility. The determination of technological feasibility and the ongoing assessment of the recoverability of these costs requires considerable judgment by management with respect to certain external factors, including anticipated future gross product revenues, estimated economic life and changes in hardware and software technology. Historically, software development costs incurred subsequent to the establishment of technological feasibility have not been material.

INTANGIBLE ASSETS

Intangible assets were acquired in conjunction with the acquisitions of Beam, EV Pass, and Blink during 2013 and were recorded at their fair value at such time. Trademarks are amortized on a straight-line basis over their useful life of ten years. Patents are amortized on a straight-line basis over the lives of the patent (twenty years or less), commencing when the patent is approved and placed in service on a straight line basis. Awarded government contracts are amortized over and in proportion to the collection period (18 months or less) of the grant.

In connection with the Blink acquisition, the Company acquired certain trademarks related to the Blink charging network and certain technological patents relating to electric vehicle charging equipment. In connection with the acquisition of Beam, the Company acquired awarded government contracts. These intangible assets were capitalized at their estimated fair values at the respective dates of acquisition and are being amortized over their remaining estimated useful lives.

See Note 7 – Intangible Assets for details associated with the impairment of certain intangible assets.

GOODWILL

Goodwill represents the premium paid over the fair value of the intangible and net tangible assets acquired in business combinations. The Company assesses the carrying value of its goodwill on at least an annual basis. Application of the goodwill impairment test requires significant judgments including estimation of future cash flows, which is dependent on internal forecasts, estimation of the long-term rate of growth for the businesses, the useful life over which cash flows will occur, and determination of the Company's weighted average cost of capital. Changes in these estimates and assumptions could materially affect the determination of fair value and/or conclusions on goodwill impairment for each reporting unit.

See Note 4 – Acquisitions – Beam LLC Acquisition and 350 Green Acquisition for details associated with the impairment of goodwill.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

DERIVATIVE FINANCIAL INSTRUMENTS

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). The accounting treatment of derivative financial instruments requires that the Company record the embedded conversion option and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

The Binomial Lattice Model was used to estimate the fair value of the warrants and conversion options that are classified as derivative liabilities on the consolidated balance sheets. The model includes subjective input assumptions that can materially affect the fair value estimates. The expected volatility is estimated based on the most recent historical period of time equal to the weighted average life of the warrants or conversion options.

Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820 "Fair Value Measurements and Disclosures" ("ASC 820") which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities

Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable

Level 3 — inputs that are unobservable (for example, cash flow modeling inputs based on assumptions)

The carrying amounts of the Company's financial assets and liabilities, such as cash, accounts receivable, prepaid expenses, accounts payable and accrued expenses approximate fair values due to the short-term nature of these instruments. The carrying amount of the Company's notes payable approximates fair value because the effective yields on these obligations, which include contractual interest rates, taken together with other features such as concurrent issuance of warrants, are comparable to rates of returns for instruments of similar credit risk.

REVENUE RECOGNITION

The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured. Accordingly, when a customer completes use of a charging station, the service can be deemed rendered and revenue may be recognized based on the time duration of the session or kilowatt hours drawn during the session. Sales of EV stations are recognized upon shipment to the customer, free on board shipping point, or the point of customer acceptance.

Governmental grants and rebates pertaining to revenues and periodic expenses are recognized as income when the related revenue and/or periodic expense are recorded. Government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the related depreciation expense of the related asset over their useful lives.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

REVENUE RECOGNITION - CONTINUED

For arrangements with multiple elements, which is comprised of (1) a charging unit, (2) installation of the charging unit, (3) maintenance and (4) network fees, revenue is recognized dependent upon whether vendor specific objective evidence ("VSOE") of fair value exists for separating each of the elements. We determined that VSOE exists for both the delivered and undelivered elements of our multiple-element arrangements. We limit our assessment of fair value to either (a) the price charged when the same element is sold separately or (b) the price established by management having the relevant authority.

RECLASSIFICATIONS

Certain prior period amounts have been reclassified for comparative purposes to conform to the fiscal 2014 presentation. These reclassifications have no impact on the previously reported net loss.

STOCK-BASED COMPENSATION

The Company measures the cost of services received in exchange for an award of equity instruments based on the fair value of the award. For employees, the fair value of the award is measured on the grant date and for non-employees, the fair value of the award is measured on the grant date and re-measured on vesting dates and interim financial reporting dates until the service period is complete. The fair value amount is then recognized over the period during which services are required to be provided in exchange for the award, usually the vesting period. Awards granted to non-employee directors for their service as a director are treated on the same basis as awards granted to employees. The Company computes the fair value of equity-classified warrants and options granted using the Black-Scholes option pricing model.

INCOME TAXES

The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of items that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Operations in the period that includes the enactment date. As of December 31, 2014 and 2013, the Company maintained a full valuation allowance against its deferred tax assets since it is more likely than not that the future tax benefit on such temporary differences will not be realized.

The Company recognizes the tax benefit from an uncertain income tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement by examining taxing authorities. The Company has open tax years going back to 2012 which may be subject to audit by federal and state authorities. The Company's policy is to recognize interest and penalties accrued on uncertain income tax positions in interest expense in the Company's consolidated statements of operations.

NET LOSS PER COMMON SHARE

Basic net loss per common share is computed by dividing net loss by the weighted average number of vested common shares outstanding during the period. Diluted net loss per common share is computed by dividing net loss by the weighted average number vested of common shares, plus the impact of common shares, if dilutive, resulting from the exercise of outstanding stock options and warrants, plus the conversion of preferred stock.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

NET LOSS PER COMMON SHARE - CONTINUED

The following common stock equivalents are excluded from the calculation of weighted average dilutive common shares because their inclusion would have been anti-dilutive:

	December 31,	
	2014	**2013**
Preferred stock	33,607,143	25,000,000
Warrants	54,088,323	37,895,137
Options	7,690,665	4,943,665
Convertible note	190,476	-
Total potentially dilutive shares	95,576,607	67,838,802

COMMITMENTS AND CONTINGENCIES

Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

LITIGATION AND DISPUTES

The Company records legal costs associated with loss contingencies as incurred and accrues for all probable and estimable settlements.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In May 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. ASU 2014-09 is effective on January 1, 2017 and should be applied retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. The Company is currently evaluating the impact of the adoption of ASU 2014-09 on its consolidated financial position and results of operations.

In June 2014, the FASB issued ASU No. 2014-12, "Compensation - Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide that a Performance Target Could be Achieved after the Requisite Service Period," ("ASU 2014-12"). The amendments in ASU 2014-12 require that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. A reporting entity should apply existing guidance in ASC Topic No. 718, "Compensation - Stock Compensation" as it relates to awards with performance conditions that affect vesting to account for such awards. The amendments in ASU 2014-12 are effective for annual periods and interim periods within those annual periods beginning after December 15, 2015. Early adoption is permitted. Entities may apply the amendments in ASU 2014-12 either: (a) prospectively to all awards granted or modified after the effective date; or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the financial statements and to all new or modified awards thereafter. The Company does not anticipate that the adoption of ASU 2014-12 will have a material impact on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, "Presentation of Financial Statements – Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern" ("ASU 2014-15"). ASU 2014-15, which is effective for annual reporting periods ending after December 15, 2016, extends the responsibility for performing the going-concern assessment to management and contains guidance on how to perform a going-concern assessment and when going-concern disclosures would be required under U.S. GAAP. The Company elected to early adopt ASU 2014-15. Management's evaluations regarding the events and conditions that raise substantial doubt regarding the Company's ability to continue as a going concern have been disclosed in Note 2 – Going Concern and Management's Plans.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS – CONTINUED

In November 2014, the FASB issued ASU No. 2014-16, "Derivatives and Hedging (Topic 815): Determining Whether the Host Contract in a Hybrid Financial Instrument Issued in the Form of a Share Is More Akin to Debt or to Equity," ("ASU 2014-16"). ASU 2014-16 provides clarification on how current guidance should be interpreted in evaluating the economic characteristics and risks of a host contract in a hybrid financial instrument that is issued in the form of a share. Specifically, ASU 2014-16 clarifies that an entity should consider all relevant terms and features in evaluating the host contract and that no single term or feature would necessarily determine the economic characteristics and risks of the host contract. ASU 2014-16 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. ASU 2014-16 should be applied on a modified retrospective basis to existing hybrid financial instruments issued in the form of a share as of the beginning of the year for which the amendments are effective. Early adoption is permitted. The Company does not anticipate that the adoption of ASU 2014-16 will have a material impact on its consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, "Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs" ("ASU 2015-03"). ASU 2015-03 amends the existing guidance to require that debt issuance costs be presented in the balance sheet as a deduction from the carrying amount of the related debt liability instead of as a deferred charge. ASU 2015-03 is effective on a retrospective basis for annual and interim reporting periods beginning after December 15, 2015, but early adoption is permitted. The Company does not anticipate that the adoption of this standard will have a material impact on its consolidated financial statements.

In July 2015, the FASB issued ASU No. 2015-11, "Inventory (Topic 330): Simplifying the Measurement of Inventory," ("ASU 2015-11"). ASU 2015-11 amends the existing guidance to require that inventory should be measured at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. Subsequent measurement is unchanged for inventory measured using last-in, first-out or the retail inventory method. ASU 2015-11 is effective for fiscal years beginning after December 15, 2016, including interim periods within those fiscal years. The Company is currently evaluating the effects of ASU 2015–11 on its consolidated financial statements.

4. ACQUISITIONS

BEAM LLC ACQUISITION

On February 26, 2013, the Company, entered into an equity exchange agreement (the "Beam 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") valued at $1,645,569, based on the market price of the Company's common stock on the date of issuance, subject to certain conditions to be met. In the Beam Exchange Agreement and after the conditions had been met, 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 "Beam Equity Exchange").

As part of the Beam Equity Exchange, the Company issued an aggregate amount of $461,150 of promissory notes (the "Promissory Notes") to Manhattan Charging and paid $38,850 in transaction costs. The Promissory Notes accrue interest at a rate of 6% per annum on the aggregate principal amount, and were paid on April 15, 2013 (the "Maturity Date").

Prior to the Beam Equity Exchange, the Company entered into an Assignment of Promissory Note (the "Note Assignment") with certain creditors of Beam (the "Creditors"), pursuant to which the Creditors sold to the Company two certain secured promissory notes (the "Notes") totaling an aggregate principal amount of $130,000 and accrued interest of $33,292. In connection with the Note Assignment, the Company entered into an Amendment to the 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 and were still outstanding as of December 31, 2013 and are eliminated in consolidation.

4. ACQUISITIONS – CONTINUED

BEAM LLC ACQUISITION – CONTINUED

The Company acquired Beam in order to expand its presence in the New York City market and has accounted for the transaction as a business combination. The following table summarizes the fair value of assets acquired and liabilities assumed at the closing date:

	February 26, 2013
Cash	$ 69
Property and equipment	489,469
Amortizable intangible assets	638,000
Current liabilities assumed	(622,701)
Net identifiable assets	504,837
Goodwill	1,601,882
Total consideration given	$ 2,106,719

Acquisition related costs consisting of commission expense of $18,000 and legal fees of $20,850 are reflected as compensation and general and administrative expenses, respectively on the statement of operations for the year ended December 31, 2013.

Property and equipment were recorded at fair value. Intangible assets at February 26, 2013 consist of awarded government grants for installation of EV charging stations in the New York City metropolitan area of $638,000 based on its fair value on the date of acquisition. The goodwill represents the future economic benefits to be derived from the acquisition as a result of the significant presence of electric charging stations in the New York City metropolitan area. See Note 7 – Intangible Assets for additional details.

The Beam Exchange Agreement provided for an anti-dilution benefit to former members of Beam whereby until such time as a former member sells or disposes of all of his Company common shares of stock, any Triggering Event, as defined by the Agreement, whereby the issue price of the Company stock is below $1.58 shall cause the Company to issue a warrant to each former member to purchase an additional number of Company common shares at the Triggering Event price so as to preserve such Beam Member's pre-Triggering Event percentage ownership in the Company. See Note 12 - Fair Value Measurement for additional details.

During 2014, the Company determined the goodwill related to the Beam acquisition had been fully impaired and, as a result, recorded an impairment loss of $1,601,882 during the year ended December 31, 2014.

SYNAPSE ASSET ACQUSITION

On April 3, 2013 (the "Closing Date"), the Company, entered into an equity exchange agreement (the "Synapse 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") valued at $791,946 based on the market value on the issuance date of the stock; and (iii) title to the registered trademark "EV Pass" (the "Synapse Equity Exchange").

As part of the Synapse Equity Exchange, the Company made a cash payment of $25,000 to Synapse, 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, as defined, earned from all current and future charging units installed at any of the 68 CNY locations of which nothing was earned or accrued as of December 31, 2013 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.

The Company purchased the assets of EV Pass to expand its presence in central New York State and is accounting for the transaction as a purchase of a collection of assets and liabilities. Under U.S. GAAP, the purchase of a collection of assets requires the allocation of consideration given to be allocated to the assets acquired on a relative fair value basis. The following table summarizes the fair value of assets acquired and liabilities assumed at the closing date:

4. ACQUISITIONS – CONTINUED

SYNAPSE ASSET ACQUISITION – CONTINUED

	April 3, 2013
Intangible assets	$ 891,946
Net identifiable assets	891,946
Consideration given	$ 891,946

There were no acquisition costs associated with this transaction.

The fair value of intangible assets acquired on April 3, 2013 consisted of the following:

	April 3, 2013
Awarded government grant for the installation of EV charging stations	$ 285,261
Trademark	300,000
Provider agreements for locations awaiting charging station installation	156,685
Present value of EV charging stations to be acquired in 2016	150,000
Total purchase price paid	$ 891,946

The fair value of these assets were based on the present value of the awarded government grant on the date of acquisition, the discounted cash flows to be derived from the provider agreements for locations awaiting charging station installation, the present value of the estimated replacement value of the EV charging stations to be acquired in 2016 and the trademark based on the cost to recreate the trademark and its expected useful life. The Company performed an impairment test and determined that an aggregate $606,685 of the intangible assets were fully impaired. Accordingly, the Company recorded an impairment charge of $606,685 during the year ended December 31, 2013, which was equal to the net book value of the assets.

350 GREEN ACQUISITION

On April 22, 2013 (the "Closing Date"), the Company entered into an addendum (the "Addendum") to an equity exchange agreement, dated March 8, 2013 (the "350 Green Exchange Agreement"), by and among the Company, 350 Holdings, LLC, a Florida limited liability company ("CCGI Sub"), 350 Green, LLC, a Virginia limited liability company ("350 Green"), Mariana Gerzanych ("Gerzanych"), and Timothy Mason ("Mason" and, together with Gerzanych, the "350 Members") for the acquisition of 350 Green.

350 Green operates a scalable network of plug-in electric vehicle ("EV") charging stations across the U.S. It distributes its stations by partnering with retail hosts at select, high-traffic shopping centers and other places where EV drivers live and work, to create an expansive and convenient network of EV charging locations. The Company undertook the acquisition to expand its footprint of deployed EV charging stations.

Pursuant to the Addendum, the Company (through CCGI Sub) acquired all the membership interests of 350 Green from the 350 Members in exchange for $1,164,525 of which: (a) $719,757, valued at the market price on the date of issuance, was paid in the form of 604,838 unregistered shares of the Company's common stock, par value $0.001 (such shares, the "Exchange Shares"), and (b) $500,000 was paid in the form of a promissory note (the "Promissory Note") payable to the 350 Members (the "350 Green Equity Exchange"). The Promissory Note does not bear interest and is payable in the following installments: (i) a payment of $10,000 on the Closing Date, (ii) an additional $10,000 payment on the thirty (30) day anniversary of the Closing Date, and (iii) monthly installments in the amount of $20,000 thereafter until paid in full. Based on the life of the note, the Company imputed interest at 12% per annum and recorded the note at its present value of $444,768 on the date of issuance. The Company has made payments of principal and interest totaling $140,000 through December 31, 2014. See Note 17 – Subsequent Events.

4. ACQUISITIONS – CONTINUED

350 GREEN ACQUISITION – CONTINUED

In connection with the 350 Green Equity Exchange, the Company entered into a right of first refusal agreement (the "ROFR Agreement") between the Company and the 350 Members pursuant to which the Company obtained a right of first refusal to participate in any and all EV charging and infrastructure related business opportunities presented to the 350 Members for one (1) year following the Closing Date. If the Company participates in business opportunities presented to it by the 350 Members pursuant to the ROFR Agreement that results in the Company installing EV charging stations (each an "EV Station"), the Company shall pay the 350 Members $250 for the first station, $125 for each additional EV Station, and 1% of any revenues generated by each EV Station for five (5) years from date of installation. The 350 Members are not currently, and will not be, affiliated with, nor employees of, the Company in any way in the future. No stations have been installed as of December 7, 2015 as a result of the ROFR Agreement.

On October 19, 2010, 350 Green was awarded a grant from the City of Chicago to install and maintain an EV charging network throughout the city pursuant to a grant agreement (the "Grant"). On or about June 14, 2012, the City of Chicago delivered a Notice of Default to 350 Green citing, among other deficiencies, that all work had stopped on the Grant project because of (i) 350 Green's failure to pay its subcontractors and; (ii) that 350 Green had made misrepresentations with regard to such payments and financial obligations. On February 5, 2013, the Company and the City of Chicago accepted a Preliminary Terms of Approval of Transfer of Grant Agreement (the "Terms of Approval") that set forth (i) that the Company will be allowed to receive assignment of the Grant if it, among other criteria, settles all of the outstanding claims by the unpaid subcontractors and finishes the Grant project pursuant to a revised scope and budget and (ii) that the City of Chicago will release 350 Green and the Company from any and all liability with respect to misrepresentations regarding payments and financial obligations made by 350 Green prior to the Closing Date. The 350 Members will not receive a release as part of this settlement with the City of Chicago.

On March 1, 2013, the City of Chicago delivered approval of the 350 Green Equity Exchange (the "Chicago Approval").

On April 22, 2013, the Company acquired 350 Green, and 350 Green became a wholly-owned subsidiary of CCGI Sub. The transaction costs associated with this acquisition amounted to $211,000 which were expensed.

On April 25, 2013, the Company filed an action against JNS Holdings Corporation ("JNS Holdings") and JNS Power & Control Systems, Inc. ("JNS Power", and, together with JNS Holdings, "JNS") in the United States District Court for the Northern District of Illinois (the "Court"), seeking to invalidate an Asset Purchase Agreement dated April 17, 2013 (the "JNS APA") between 350 Green and JNS Power based on, among other things, the pre-existence of the Equity Exchange Agreement. Pursuant to the 350 Green Asset Purchase Agreement, 350 Green purported to agree to the transfer of certain enumerated assets and liabilities to JNS Power (the "Assets and Liabilities"). On May 25, 2013, JNS Power filed a separate complaint against 350 Green seeking, among other things, specific performance of the JNS APA. The Court consolidated the two actions on or about June 26, 2013.

On September 24, 2013 the Court issued a ruling in the combined lawsuits of Car Charging Group, Inc. v. JNS Holdings Corporation, and JNS Power & Control Systems, Inc. v. 350 Green, LLC (the "Court Order"). The Court granted JNS' motion for specific performance of the JNS APA. Pursuant to the Court Order, 350 Green was required to transfer the Assets and Liabilities to JNS and may be required to pay JNS' costs and attorneys' fees as well as indemnify JNS for certain costs incurred with regard to the Assets and Liabilities.

The Court Order does not transfer, amend or modify Car Charging Group, Inc.'s ownership of 350 Green; it only requires transfer of ownership of those certain Assets and Liabilities that were listed in the JNS APA entered into between JNS and 350 Green. Car Charging Group, Inc. still owns all of 350 Green's other assets, in states including, but not limited to: California, Oregon, Pennsylvania, Missouri, Kansas, Maryland, Colorado, Georgia, Utah, Florida, Ohio, Indiana and Washington. During the fourth quarter of 2013, a bill of sale had been executed between the parties and the assets had been transferred to JNS for the assumption of debt owed by 350 Green to its creditors totaling $2,415,539.

The following table summarizes the fair value of the Assets and Liabilities transferred to JNS:

Property and equipment	$	1,286,071
Accounts payable and accrued expenses		(1,617,041)
Deferred revenue		(798,498)
Net liabilities assumed by JNS	$	(1,129,468)

4. ACQUISITIONS – CONTINUED

350 GREEN ACQUISITION – CONTINUED

The Company has accounted for the acquisition of 350 Green as a business combination. The following table summarizes the fair value of assets acquired and liabilities assumed at the closing date after consideration of the JNS APA:

	April 22, 2013
Cash	$ 33,672
Property and equipment	2,598,208
Current liabilities assumed	(4,766,734)
Net liabilities assumed	(2,134,854)
Goodwill	3,299,379
Consideration given	$ 1,164,525

The fair value of property and equipment acquired after consideration of the transfer of the net liabilities assumed by JNS was based on market value with consideration for remaining useful life. The goodwill represents the future economic benefits to be derived from the acquisition as a result of the presence of electric charging stations in areas of the United States where the Company formerly did not have a significant presence.

On April 17, 2014, the Company's Board of Directors approved the formation of a trust mortgage ("Trust Mortgage"), a binding contract between 350 Green and a trustee, to serve as fiduciary for the benefit of all creditors of 350 Green, whereby 350 Green conferred upon the trustee the authority and power to manage the operations and assets of the business in a manner that will maximize recovery for 350 Green's creditors. The Trust Mortgage and the acts of the trustee are not binding upon the creditors of 350 Green (see Note 5 – Assets and Liabilities Transferred to Trust Mortgage – 350 Green). Notwithstanding the Company's proposal to appoint a trustee, the Company retained ownership of 100% of the membership interests of 350 Green. As a result of this event, the Company's management determined the goodwill related to the 350 Green acquisition had been fully impaired and, as a result, recorded an impairment loss of $3,299,379 during the year ended December 31, 2014.

BLINK NETWORK ACQUISITION

On October 16, 2013, Blink Acquisition LLC, a Florida Limited Liability Company ("Blink Acquisition") and wholly owned subsidiary of Car Charging Group, Inc. (the "Company"), closed on an Asset Purchase Agreement (the "Blink Asset Purchase Agreement"), dated October 10, 2013, with ECOtality, Inc., a Nevada corporation, Electronic Transportation Engineering Corporation, an Arizona corporation, ECOtality Stores, Inc., a Nevada corporation, ETEC North, LLC, a Delaware limited liability company, The Clarity Group, Inc., an Arizona corporation, and G.H.V. Refrigeration, Inc., a California corporation, (each, a "Seller" and collectively, the "Sellers" or "ECOtality") (the "Acquisition"), for the acquisition of the Blink Network, and certain assets and liabilities relating to the Blink Network.

The Acquisition was consummated pursuant to the terms of the Blink Asset Purchase Agreement between Blink Acquisition and the Sellers, dated October 10, 2013. The purchase price was initially determined through negotiation between the parties and was subject to certain contingencies, including the approval of the United States Bankruptcy Court for the District of Arizona (the "Court"). In connection with the approval process, a court-ordered auction was conducted on October 8, 2013. The Company made the prevailing bid, which was approved by the Court on October 9, 2013. Pursuant to the court-approved bid, the Company agreed to acquire the Seller's assets for approximately $3,335,000 in cash to be delivered at closing, and payment of certain liabilities of the Sellers under certain assumed contracts. The Seller delivered an Assignment and Assumption Agreement, an IP Assignment and Assumption Agreement and a Bill of Sale executed by each Seller relating to the Blink Assets (defined below).

The assets purchased in the Acquisition (the "Blink Assets") include, but are not limited to, all right, title and interest in the Blink Network and all Blink Network-related assets of ECOtality, a clean electric transportation and storage technology firm. The Blink Network is a turnkey electric vehicle ("EV") charging station network operating system for EV charging stations across the country. The Blink Assets include all of Blink's charging station inventory of 2,746 Level II and 91 DC fast charging stations, as well as approximately 4,400 installed public charging stations. Blink Acquisition also assumed all Blink Network-related intellectual property, consisting of but not limited to, registered trademarks and patents in the United States and abroad.

The Company financed the acquisition using proceeds received in a transaction completed on October 11, 2013 consisting of the issuance of common stock and common stock purchase warrants, which is more fully disclosed in Note 13.

4. ACQUISITIONS – CONTINUED

BLINK NETWORK ACQUISITION – CONTINUED

The Company acquired Blink in order to expand its national presence as Blink is the largest owner operator of car charging stations in the United States and has accounted for the transaction as a business combination. The following table summarizes the fair value of assets acquired and liabilities assumed at the closing date:

	October 16, 2013
Accounts receivable	$ 29,073
Inventory	1,396,938
Intangible assets (patents and trademarks)	150,242
Property and equipment	4,823,893
Accounts payable and accrued expenses	(3,065,146)
Net assets acquired	3,335,000
Consideration paid	$ (3,335,000)

The consideration paid and the liabilities assumed were deemed to approximate the fair value of assets acquired.

ECOTALITY ESTATE ACQUISTION

On December 31, 2014, the United States Bankruptcy Court, District Arizona ("Bankruptcy Court") issued a Confirmation Order Pursuant to Bankruptcy Rule 9024 in the Bankruptcy case, in regards to: Electric Transportation Engineering Corporation (Case No. 13-626), confirming a Plan of Reorganization of Electric Transport Engineering Corporation, whereby the Official Committee of Unsecured Creditors of the estate ("Creditors") would own 50% of the Reorganized Electric Transport Engineering Corporation ("Reorganized ETEC") in consideration, of foregoing the amounts formerly owed by the estate and the Company would own the remaining 50% of the Reorganized ETEC. The initial consideration as of December 31, 2014 was $1,000,000, consisting of an initial payment of $275,000 (including $70,000 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink receivable from the estate) and a subsequent cash payment of $725,000. On April 10, 2015, the consideration was amended to an initial payment of $375,000 (including approximately $281,000 to be paid on behalf of the estate directly to their professional service providers and $94,035 representing forbearance of a Blink network receivable from the estate) and a subsequent cash payment of $825,000 to the Creditors secured by 8,250 shares of Series B Convertible Preferred Stock issued in 2015 under the amendment.

As of December 31, 2014, the ECOtality estate consisted of no material assets, liabilities or business other than deferred tax assets associated with carryforward net operating losses ("NOLs"). Given that, as of December 31, 2014, there was no implemented plan to realize the benefit of those NOLs, the Company recorded a full valuation allowance against such deferred tax assets.

As of December 31, 2014, after recording the obligation to pay the estate's professional service providers and the forbearance of the Blink receivable from the estate, the Company established a payable to the estates' creditor in the amount of $835,965 and expensed the $1,000,000 of consideration within operating expenses on the consolidated statements of operations during the year ended December 31, 2014.

SUMMARY

The revenues and net loss of the acquirees from the dates of their respective acquisition dates through December 31, 2013 included in the consolidated statements of operations is as follows:

	Car Charging Group, Inc.	Beam Charging LLC	350 Green LLC	Blink Network LLC	Total
Revenue	$ 154,385	$ 56,902	$ 50,795	$ 204,321	$ 466,403
Net Loss	$ (19,265,774)	$ (1,592,859)	$ (1,487,198)	$ (1,791,454)	$ (24,137,285)

4. ACQUISITIONS – CONTINUED

SUMMARY – CONTINUED

The unaudited pro forma revenues and net loss of Car Charging Group, Inc. and the acquirees for the year ended December 31, 2013 as if the acquisitions occurred as of January 1, 2013, is as follows:

	Car Charging Group, Inc.	Beam Charging LLC	350 Green LLC	Blink Network LLC	Total
Revenue	$ 154,385	$ 57,662	$ 190,907	$ 24,272,000	$ 24,674,954
Net Loss	$ (19,265,774)	$ (1,629,770)	$ (1,981,547)	$ (18,719,000)	$ (41,596,091)

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN

SUMMARY

The Company had, after the acquisition of 350 Green, been continuously negotiating with 350 Green's creditors in an attempt to reduce 350 Green's liabilities. On April 17, 2014, the Company's Board of Directors executed a resolution to form a trust mortgage relating to 350 Green. A trust mortgage is a non-judicial vehicle for the reorganization and the debt restructuring or the sale or wind down of 350 Green and a liquidation of its assets under the control of a third party trustee. It is similar in intent to an Assignment for the Benefit of Creditors under applicable state law but unlike an Assignment or a liquidation under the United States Bankruptcy Code, the trust mortgage is not governed by statute except to the extent of Article 9 of the Uniform Commercial Code as it relates to the grant of a security interest by the Company to the trustee. The trust mortgage is a binding contract between 350 Green and the trustee, but not binding upon the creditors of 350 Green, to serve as fiduciary for the benefit of all creditors of 350 Green, whereby 350 Green irrevocably conferred upon the trustee the authority and power to manage the operations and assets of the business in a manner that will maximize recovery for 350 Green's creditors. Upon entering into the trust mortgage, the trustee reviewed the financial records of 350 Green, attempted to contact the creditors of 350 Green in order to ascertain the amounts owed to such creditors, and performed a liquidation analysis of the assets of 350 Green in order to form a course of action by which to maximize recovery for the creditors of 350 Green. The Company retained ownership of 100% of the membership interests of 350 Green.

On May 29, 2014, the Company and EVSE Management LLC ("EVSE") entered into a Management Services Agreement and on June 27, 2014, EVSE purchased certain assets from 350 Green.

On September 8, 2014, the Company entered into an agreement among the trustee of 350 Green, an attorney, 350 Green and the Company whereby the Company would pay the legal fees incurred in connection with an action brought by 350 Green against JNS. In the event 350 Green prevailed in its action, the charging stations restored to 350 Green would become the property of the Company to the extent of the amount of the legal fees incurred by the Company. In the event 350 Green did not prevail in its action, the Company would have the right to offset the amounts expended against the secured note payable.

On September 30, 2014, the Company ("Assignor") entered into an Assignment Agreement with Green 350 Trust Mortgage LLC ("Assignee"), an entity formed by the trustee for the sole purpose to entering into this transaction, under which Assignor, the sole member of 350 Green, irrevocably assigned, sold and transferred 100% of the limited liability company membership interests in 350 Green to Assignee and Assignee accepted such transfer in consideration of receipt of $100 as of September 30, 2014. On September 30, 2014 350 Green's balance sheet included $114 in cash, $319,903 in note receivable from EVSE and $4,504,490 in accounts payable and accrued expenses. This assignment did not include the right to the Company's beneficial interest in the potential favorable outcome of an adjudication of a legal matter involving 350 Green. That right did not transfer as part of the Assignment Agreement and the Company still maintains its beneficial interest in the potential favorable outcome of the adjudication of the legal matter involving 350 Green. The trustee of trust mortgage is now, through an affiliated company of the trustee (Assignee), the 100% owner of the membership interest of 350 Green and as the 100% owner of such membership interest, the trustee fully controls the ability to file an assignment for the benefit of creditors or a federal bankruptcy proceeding. See Note 16 – Commitments and Contingencies – Litigation and Disputes for additional details.

The Company determined that it is the primary beneficiary of 350 Green due to the subordinated financing arrangements (See Note 5 – Assets and Liabilities Transferred to Trust Mortgage – 350 Green – EVSE Agreement for additional details) as well as being the primary beneficiary in the outcome of the action against JNS as of December 31, 2014, and as such, 350 Green's assets, liabilities and results of operations are included in our consolidated financial statements.

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN – CONTINUED

SUMMARY – CONTINUED

The following amounts pertaining to 350 Green are included in the consolidated statement of operations for the period from April 17, 2014 to December 31, 2014:

	For The Period From April 17, 2014 to December 31, 2014
Revenues	$ 2,723
Cost of Revenues	97,988
Gross Loss	(95,265)
Operating Expenses:	
Other operating expenses	254,036
General and administrative expenses	166,273
Loss on sale/replacement of EV charging stations	48,427
Total Operating Expenses	468,736
Loss From Operations	(564,001)
Other Income:	
Interest income	32,699
Total Other Income	32,699
Net Loss	$ (531,302)

The following represents the change in the balance of the non-controlling interest:

Balance - December 31, 2013	$ -
Net liabilities of 350 Green on April 17, 2014 (date of loss of control)	(3,869,428)
Net loss of 350 Green for the period from April 17, 2014 to December 31, 2014	(531,302)
Balance - December 31, 2014	$ (4,400,730)

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN – CONTINUED

ACCRUED EXPENSES

Accrued expenses pertaining to 350 Green consisted of the following:

	December 31, 2014
Accrued taxes	$ 113,531
Accrued host fees	51,064
Accrued fees	158,021
Accrued interest	-
Accrued legal expenses	-
Total	$ 322,616

Accrued fees at December 31, 2014 consisted of disputed network fees and documentation requirements pertaining to chargers acquired as a result of the acquisition of 350 Green. A network operator had withheld revenues covering the period of April 2013 through June 2015. On June 29, 2015, the parties reached a settlement whereby the network operator forgave the subsidiaries of the Company, exclusive of 350 Green, of the net amount owed to the network operator by 350 Green.

NOTE PAYABLE

In conjunction with the acquisition of 350 Green, the Company assumed a note payable in the principal amount of $105,000 that bears interest at a rate of 5% per annum. The note is collateralized by 28 installed charging stations. The note requires principal payments of $10,500 per month, with the final monthly payment to be made on December 31, 2013. During the year ended December 31, 2014, the Company repaid the note and accrued interest in full, such that there was no outstanding balance as of December 31, 2014.

EVSE AGREEMENT

On May 29, 2014, EVSE, a wholly-owned subsidiary of the Company, entered into a Management Services Agreement whereby EVSE would administer the contracts, including the servicing of the related charging stations, of 350 Green on behalf of the trustee in consideration of the revenues derived from such charging stations until the sale of the charging stations or notice from the Company to terminate the Management Services Agreement. No revenues were earned by EVSE during the year ended December 31, 2014 from the charging stations noted above. In addition, 350 Green and the trustee did not pay or incur any liability to CCGI or any of its subsidiaries during the period of April 17, 2014 through December 31, 2014.

On June 27, 2014, EVSE entered into an Asset Purchase Agreement (“Agreement”) with the trustee and 350 Green to purchase from 350 Green (a) charging stations and related service contracts, together with any and all other grants, credits, licenses, and rights associated with them, (b) uninstalled car charging stations that may be in the possession of 350 Green creditors, (c) 350 Green charging stations in various stages of installation and (d) other assets, in consideration of $860,836 consisting of the following:

Secured debt to fund the operations and activities of the trustee since formation of the Trust Mortgage from Car Charging, Inc. (1)	$ 200,000
Secured claims held by Car Charging, Inc. prior to the formation of the Trust Mortgage against 350 Green	293,049
Related party debt - issuance of note payable (2)	314,598
Cash	53,189
Total consideration given	860,836
Net book value of assets acquired	909,263
Intercompany loss on sale of assets - eliminated in consolidation	$ 48,427

5. ASSETS AND LIABILITIES TRANSFERRED TO TRUST MORTGAGE – 350 GREEN – CONTINUED

EVSE AGREEMENT – CONTINUED

(1) The $200,000 paid to the trustee is recorded as general and administrative expenses during the year ended December 31, 2014.

(2) In July 2014, $31,760 was paid and the remaining $283,138 is payable in four equal installments on the four succeeding anniversary dates of the Agreement. Interest on the unpaid portion of the debt accrues at the rate of 100 basis points above the prime rate published by Bank of America on the date of the agreement and is payable with the last anniversary payment and (c) cash of $53,189. On July 8, 2015, the Company and the trustee agreed to settle the remaining outstanding debt for $25,000 and additionally, the trustee would relinquish his lien on the assets sold.

Since this was an intercompany transaction, it did not have any impact upon the accounting reported in the consolidated financial statements. The net book value of the assets on the date of purchase was $909,263. The loss of $48,427 on 350 Green's books was eliminated in consolidation. As a result of the Agreement, 350 Green is no longer engaged in any revenue producing activities or any other attributes that could result in concluding that 350 Green may still constitute a business in accordance with Regulation S-X, 210.11-01 (d).

6. FIXED ASSETS

Fixed assets consist of the following:

	December 31,	
	2014	**2013**
EV charging stations	$ 4,708,182	$ 9,448,724
Software	464,997	326,335
Automobiles	269,915	132,751
Office and computer equipment	98,405	98,405
Machinery and equipment	71,509	71,509
	5,613,008	10,077,724
Less: accumulated depreciation	(3,305,891)	(2,592,512)
Fixed assets, net	$ 2,307,117	$ 7,485,212

Depreciation and amortization expense related to fixed assets was $2,699,572 and $2,546,930 for the years ended December 31, 2014 and 2013, respectively, of which $2,455,885 and $2,505,780, respectively, was recorded within cost of sales in the accompanying consolidated statements of operations.

The Company sustained operating and cash flow losses from inception through December 31, 2014 which formed a basis for performing an impairment test of its electric charger fixed asset group. The assets were grouped on a state by state basis as the overwhelming majority of chargers were deployed in major metropolitan areas of heavily populated states that encouraged "green" public policy. Furthermore, the chargers in those areas had a symbiotic relationship to one another as they provided alternative charging sources within a geographically concentrated area. The Company performed a recoverability test on these chargers and for those charger groups that failed the test based on a comparative measurement of undiscounted cash flows, we measured and recorded an impairment charge based on a measurement of fair value of those assets using an income approach. The key assumptions used in the estimates of projected cash flows utilized in both the test and measurement steps of the impairment analysis were projected revenues and related host payments. These forecasts were based on actual revenues for the eight months ended May 31, 2014 and take into account recent developments as well as the Company's plans and intentions. These are considered level 3 inputs in the fair value hierarchy (See Note 3). Based upon the results of the discounted cash flow analysis, the Company recorded an impairment charge on certain chargers of $631,011 during the year ended December 31, 2014.

On April 2, 2015, the Company was notified by a host to remove 304 level 2 charging stations from its various locations throughout the United States, installed by 350 Green prior to the Company's acquisition of 350 Green which is currently owned by EVSE. The customer alleged material breaches by 350 Green of the Charging Station License Agreement between the parties. As a result of the notification, the Company performed an impairment test on those specific charging stations and concluded they were fully impaired. As a result, the Company recorded an impairment charge of $333,974 during the year ended December 31, 2014. On July 10, 2015, the Company sold 142 of these charging stations to a competitor for an aggregate purchase price of $106,700.

6. FIXED ASSETS – CONTINUED

In conjunction with the acquisition of 350 Green in April 2013, the Company acquired $298,322 of charger deployments in progress at various locations throughout the United States. The stages of completion varied, however, none were of imminent deployment. During the year ended December 31, 2014, the Company's management determined that the Company would not move forward in completing deployment of any of these locations as the site conditions were determined to not be feasible. Accordingly, the Company recorded an impairment charge of $298,322 during the year ended December 31, 2014 related to the abandonment of assets.

In conjunction with the acquisition of assets the Blink Network on October 16, 2013, the Company acquired approximately 4,300 chargers. All of the chargers were funded under a grant from the United States Department of Energy ("DOE"). The contracts entered into by Ecotality (the owner of the Blink Network) generally stipulated that title to the chargers rested with Ecotality until such time as the DOE grant terminated (originally scheduled as December 31, 2013). As described in Note 8 - Accrued Expenses - U.S. Department of Energy Obligation, the Company sought to novate the DOE grant to fulfill Ecotality's obligations and receive any remaining funds available under the terms of the grant. Meanwhile, the Company sought to convert the old Ecotality contracts with the hosts into new contracts with the Company and among other things, gain ownership of the chargers. On August 8, 2014, the Company was apprised by the DOE that it would not novate the grant. The Company determined that 2,813 level 2 chargers with a net book value of $1,276,749 and 38 DC Fast Chargers with a net book value of $314,366 were owned by their respective hosts. The Company recorded a charge to operating expenses of $1,591,115 during the year ended December 31, 2014 pertaining to chargers whose title was lost as result of the DOE grant not being novated.

7. INTANGIBLE ASSETS

Intangible assets consist of the following:

	December 31,	
	2014	**2013**
Trademarks	$ 17,580	$ 17,580
Patents	132,661	132,661
Government contracts	-	923,261
	150,241	1,073,502
Less: accumulated amortization	(13,129)	(109,854)
Intangible assets, net	$ 137,112	$ 963,648

Amortization expense related to intangible assets was $290,374 and $109,854 for the years ended December 31, 2014 and 2013, respectively.

On July 8, 2015, the Company was notified by the New York State Energy Research and Development Authority ("NYSERDA") that it would not extend its deadline of June 30, 2015 for completion of the scope of the Company work prescribed by the grants which were acquired in conjunction with the acquisitions of Beam and EV Pass. As a result, the Company performed an impairment test as of December 31, 2014 of the intangible asset and determined that it was fully impaired. Accordingly, the Company recorded an impairment charge of $536,161 which was equal to the remaining net book value of the government contracts as of December 31, 2014.

See Note 4 for additional details.

8. OTHER ASSETS

Other assets consist of the following:

	December 31,	
	2014	2013
Nissan chargers	$ 462,552	$ -
Prepaid software development costs	-	150,000
Prepaid consulting fees	-	140,887
Deposits	69,001	42,275
Inventory conversion costs	28,307	-
Other	9,843	-
	$ 569,703	$ 333,162

See Note 17 - Subsequent Events for details associated with the Nissan North America ("Nissan") direct current fast chargers ("DCFC").

9. ACCRUED EXPENSES

SUMMARY

Accrued expenses consist of the following:

	December 31,	
	2014	2013
Registration rights penalty	$ 2,569,788	$ 1,559,838
Obligation to U.S. Department of Energy	1,833,896	2,316,508
Accrued consulting fees	936,862	985,122
Due to Creditors Committee of the Ecotality Estate	1,035,965	-
Accrued host fees	680,080	356,414
Accrued public information fee	711,517	-
Accrued fees	883,707	135,000
Accrued wages	322,651	23,800
Warranty payable	196,402	514,000
Accrued taxes payable	146,577	415,506
Warrants payable	63,533	1,216,000
Accrued interest expense	42,202	11,496
Dividend payable	20,800	-
Deferred rent	6,564	20,445
	$ 9,450,544	$ 7,554,129

9. ACCRUED EXPENSES – CONTINUED

REGISTRATION RIGHTS PENALTY

In connection with the sale of the Company's common stock and warrants during the year ended December 31, 2013, the Company granted the purchasers and the placement agents registration rights on the common stock and warrants within 60 days of the date of the sale of the stock, as amended. The Stock Purchase Agreement ("SPA") provided for a penalty provision of 1% of the gross proceeds for each month that the shares are not registered, not to exceed 10%. The Securities and Exchange Commission ("SEC") notified the Company that it could not review its registration statement until such time as the Company furnished two years of audited financial statements of 350 Green and ECOtality as the acquisitions were deemed significant. The Company sought a waiver of the audit requirement but the SEC denied the granting of a waiver. On February 5, 2015, the holders of a majority of the shares affected by the registration rights penalty granted the Company the option to satisfy the accrued registration rights penalty and related interest as of December 23, 2014 totaling $1,724,823 in Series C Convertible Preferred Stock with a stated value of $100, in lieu of cash. The Company elected this option which required the Company to pay a 20% premium causing the liability to increase to $1,850,188, exclusive of interest of $219,600. On February 10, 2015, the Company issued 20,414 shares of Series C Convertible Preferred Stock and on March 31, 2015, the Company issued the remaining 283 shares of Series C Convertible Preferred Stock.

In connection with the sale of the Company's Series C Convertible Preferred Stock during the year ended December 31, 2014, the Company granted the purchasers registration rights. As of December 31, 2014, the Company was not in a position to furnish two years of audited financial statements of 350 Green and Ecotality to the SEC, therefore the SEC is unable to review any registration statement, if submitted. As a result, the Company accrued $500,000 of Series C Convertible Preferred Stock registration rights penalties, which represents 10% of the final Series C Convertible Preferred Stock issuance dollar amount.

OBLIGATION TO U.S. DEPARTMENT OF ENERGY

In conjunction with the U.S. Department of Energy ("DOE") grant, the DOE owns 51% of all property reimbursed under the terms of the grant with a per unit fair value in excess of $5,000 but allows for the grantee to purchase the DOE's share at the end of the grant. The DOE grant was under novation negotiations and terminated as of December 31, 2013. On August 8, 2014, the DOE notified the Company that it would not novate the DOE grant. On September 2, 2014, the Company was notified by the DOE that the DOE had no property interest in the 93 DCFCs in the Company's inventory which resulted in a release from liability to the DOE of $482,612.

Additionally, the DOE notified the Company that it continues to have a property interest in the 107 installed DCFCs if the fair market value of each DCFC had a market value in excess of $5,000 on October 16, 2013, the date of the Blink purchase agreement approved by the bankruptcy court. The DOE requested documentation describing the data, assumption and methodologies that the Company used to determine the value as of the closing date. The Company provided the DOE with additional documentation and calculations supporting its belief that each DCFC acquired as of the closing date of the Blink purchase agreement approved by the bankruptcy court had a fair market value of less than $5,000. On May 5, 2015, the DOE notified the Company that it agreed with the Company's analysis and had determined that the DOE's interest in the DCFCs was extinguished. As a result, the Company plans to reverse the accrued liability in the second quarter of 2015 commensurate with the date of the DOE notification.

CONSULTING FEES

Accrued consulting fees represent contractual obligations to issue shares of the Company's common stock and/or cash to consultants for services rendered. The Company is currently contesting whether the services were performed in accordance with the terms of their respective contracts and therefore has not issued the shares and/or paid the cash.

DUE TO CREDITORS COMMITTEE OF THE ECOTALITY ESTATE

See Note 4 – Acquisitions – Ecotality Estate.

ACCRUED HOST FEES

Accrued host fees represent amounts due to hosts for revenue sharing and electricity reimbursement in accordance with their respective agreements with the Company.

9. ACCRUED EXPENSES – CONTINUED

ACCRUED PUBLIC INFORMATION FEE

In accordance with the SPA of October 11, 2013 and December 9, 2013, the Company was required to be compliant with Rule 144(c)(1) of the SEC, as defined, so as to enable investors to sell their holdings of Company shares in accordance with the SPA. In the event of the Company's noncompliance with Rule 144(c)(1) at any time after the six (6) month anniversary of the offering, the investors are entitled to receive a cash fee of 1% of the aggregate subscription amount of the purchaser's securities, plus an additional 1% for every pro rata 30 day period that the Company is not in compliance. During 2014, the Company was late with several SEC filings resulting in its non-compliance with Rule 144(c)(1). The Company accrued a public information fee of $711,517 as of December 31, 2014.

ACCRUED FEES

Accrued fees consist of professional, board of director, network fees and other miscellaneous fees.

ACCRUED WAGES

Accrued wages primarily consist of liabilities associated with the Company's payroll obligation to its Chief Visionary Officer according to his contract with the Company.

WARRANTY PAYABLE

The Company provides a limited product warranty against defects in materials and workmanship for its Blink residential and commercial chargers, ranging in length from one to two years. The Company accrues for estimated warranty costs at the time of revenue recognition and records the expense of such accrued liabilities as a component of cost of sales. Estimated warranty costs are based on historical product data and anticipated future costs. Should actual failure rates differ significantly from estimates, the impact of these unforeseen costs would be recorded as a change in estimate in the period identified. Warranty expenses for the years ended December 31, 2014 and 2013 were $287,408 and $131,675, respectively.

TAXES PAYABLE

Taxes payable consist of accrued sales and use, personal property, payroll and other miscellaneous taxes.

WARRANTS PAYABLE

In conjunction with the Beam acquisition, the agreement provided for anti-dilution protection to former members of Beam until such time as a former member sells or disposes of all of his CCGI common stock. As specified in the agreement, if the Company issues securities below $1.58 (a "Triggering Event"), the Company is required to issue a one-year warrant to each former member to purchase an additional number of Company common shares at the Triggering Event price. The Company has accrued for warrants payable based on the Triggering Events that have occurred through December 31, 2014, as discussed in Note 13 – Stockholders' Deficiency. The warrant payable balance at December 31, 2014 and 2013 was $63,533 and $1,216,000, respectively. See Note 12 – Fair Value Measurement for additional details. See Note 17 – Subsequent Events – Equity Issuances for details of warrant issuances subsequent to December 31, 2014.

10. NOTES PAYABLE

CONVERTIBLE NOTES

In August 2013, the Company and the holder of the $150,000 of past due convertible notes and approximately $15,000 of accrued interest, agreed to convert the notes and accrued interest thereon at a conversion price of $0.50 per share thereby issuing 330,000 shares of the Company's common stock and an additional warrant for 330,000 shares of common stock exercisable at $2.25 per share which vests immediately and expires on August 11, 2016. This agreement represents an inducement to convert the notes. The fair value of the common stock and warrant issued exceeded the fair value of the original conversion terms of the notes and the related accrued interest resulting in a debt conversion expense of $687,286 which is recorded in Other income/(expense) on the Statement of Operations. The fair value of the warrant on the date of the grant was estimated at $360,428 using a Black-Scholes option pricing model with the following assumptions: (1) expected volatility of 137% based on historical volatility, (2) an interest rate of 0.61%, (3) expected life of 3 years and (4) zero dividend yield. The fair value of the common stock based on the date of grant was $492,063.

10. NOTES PAYABLE – CONTINUED

CONVERTIBLE NOTES – CONTINUED

On November 14, 2014, the Company issued a two-month convertible note in the principal amount of $200,000 to an investor which is convertible into the Company's common stock at $1.05 per share of common stock, bears interest at 12% per annum and is secured by substantially all the assets of the Company. In connection with the convertible note issuance, the Company issued the investor an immediately vested five-year warrant to purchase 400,000 shares of the Company's common stock at an exercise price of $1.05 per share. The relative fair value of the warrant on the date of the grant was estimated at $79,983 using the Black-Scholes valuation model under the following assumptions: (1) expected volatility of 127.5%, (2) risk-free interest rate of 1.65%, (3) expected term of five years and (4) 0% dividend yield. The relative fair value of the warrant was recorded as a debt discount with a corresponding credit to additional paid in capital and will be amortized over the term of the note. See Note 17 - Subsequent Events for additional details.

Amortization of debt discount for the years ended December 31, 2014 and 2013 was $61,626 and $173,484, respectively, related to convertible notes payable.

NON-CONVERTIBLE NOTES

In February 2013, the Company borrowed $2,000 from a shareholder on an unsecured basis with interest of 12% per annum payable on demand. The loan was paid in full during the year ended December 31, 2013 with accrued interest thereon of $5.

In conjunction with the acquisition of EV Pass in April 2013, the Company issued a non-interest bearing note in the principal amount of $75,000, to be repaid in three equal installments of $25,000 on each subsequent three-month anniversary date of the note such that the note was scheduled to be repaid in full by November 3, 2013. During the years ended December 31, 2014 and 2013, the Company made aggregate repayments of $0 and $25,000, respectively, such that the remaining principal balance was $50,000 as of December 31, 2014. Subsequent to December 31, 2014, the Company repaid the remaining principal balance such that the note was no longer outstanding as of December 7, 2015.

In conjunction with the acquisition of 350 Green in in April 2013, the Company issued a non-interest bearing note to the former members of 350 Green, secured by certain assets of the Company, in the amount of $500,000, which requires a $10,000 payment at closing, a subsequent monthly payment of $10,000 and monthly payments of $20,000 thereafter until such time as the note is paid in full, circa May 2015. The Company imputed an interest rate of 12% per annum and recorded the debt at its present value of $444,768 on the date of issuance. During the years ended December 31, 2014 and 2013, the Company has made aggregate repayments, inclusive of accrued interest, of $0 and $140,000, respectively, such that, as of December 31, 2014, the outstanding balance of principal and accrued interest was $327,967 and $29,103, respectively. As the Company has not made any payments since November 2013, the note is currently in default. See Note 16 - Commitments and Contingencies - Litigation for details of litigation associated with the default.

For the year ended December 31, 2013, the Company issued nine notes to a company which was controlled and is currently owned by the Company's former CEO in aggregate of $440,000 with interest at 12% per annum and payable on demand. As of December 31, 2013, the Company had repaid the notes inclusive of accrued interest of $10,117 thereon.

During the period of October 6, 2014 through December 1, 2014, the Company issued four six-month notes to the Company's former CEO in aggregate of $135,000 which bear interest at 8% per annum and are secured by substantially all the assets of the Company. The notes are outstanding as of December 31, 2014. As of December 7, 2015, the Company had repaid $65,000.

On December 15, 2014, the Company issued a six-month note in the principal amount of $65,000 bearing interest at 8% per annum to a company for which the Company's former CEO is the majority shareholder and an officer of the company. During the year ended December 31, 2014, the note and accrued interest thereon was repaid in full.

INTEREST EXPENSE

Interest expense on notes payable for the years ended December 31, 2014 and 2013 was $235,065 and $73,958, respectively.

PRINCIPAL REPAYMENTS

During the years ended December 31, 2014 and 2013, the Company made aggregate principal repayments of $213,843 and $1,464,056 associated with convertible and non-convertible notes payable.

11. DEFERRED REVENUE

The Company is the recipient of various private and governmental grants, rebates and marketing incentives. Reimbursements of periodic expenses are recognized as income when the related expense is incurred. Private and government grants and rebates related to EV charging stations and their installation are deferred and amortized in a manner consistent with the recognition of the related depreciation expense of the related asset over their useful lives.

Grant, rebate and incentive revenue recognized during the years ended December 31, 2014 and 2013 was $950,358 and $90,796, respectively.

Deferred revenue consists of the following:

	December 31,	
	2014	2013
Nissan	$ 681,758	$ 781,521
NYSERDA	279,477	72,288
CEC	205,140	-
NV Energy Commission	32,626	-
Other	36,331	36,677
Total deferred revenue	1,235,332	890,486
Deferred revenue, non-current portion	(275,370)	(678,392)
Current portion of deferred revenue	$ 959,962	$ 212,094

It is anticipated that deferred revenue as of December 31, 2014 will be recognized over the next four years as follows:

For the Year Ending December 31,	Revenue
2015	$ 959,962
2016	197,285
2017	49,814
2018	28,271
Total	$ 1,235,332

12. FAIR VALUE MEASUREMENT

DERIVATIVE LIABILITIES

During the year ended December 31, 2013, the Company sold common stock and warrants to investors. The warrants contained an exercise price reset provision. The Company computed the issuance date fair value of the warrants to be an aggregate of $11,042,057 which was recorded as a derivative liability. On December 31, 2014 and 2013, the Company recomputed the fair value of the warrants and recorded a gain on the change in fair value of derivative liabilities of $3,407,823 and $1,303,286 during the years ended December 31, 2014 and 2013, respectively.

During the year ended December 31, 2014, the Company, in consideration of the amendment of certain warrants to remove the exercise price reset provision (the “Amended Warrants”), offered to issue a warrant to purchase a number of shares of common stock equal to 25%-27% of the number of shares underlying the amended warrant (the “Inducement Warrants”). The Inducement Warrants vest immediately, have a term of five years and an exercise price equal the fair market value of the Company’s common stock on the date of issuance. As a result, during the year ended December 31, 2014, warrants to purchase an aggregate of 9,881,418 shares of common stock were amended to remove the exercise price reset provision which resulted in the reclassification of $4,345,355 from derivative liability to additional paid in capital, which fair value was recomputed on the date of amendment. The Amended Warrants had an aggregate fair value of $1,596,685 as of the date of amendment, which represented a reduction in fair value of $2,748,670. In addition, Inducement Warrants to purchase an aggregate of 2,626,068 shares of common stock were issued during the year ended December 31, 2014 and had an issuance date fair value of an aggregate of $382,753 which was recorded as inducement expense in the accompanying statement of operations for the year ended December 31, 2014.

12. FAIR VALUE MEASUREMENT – CONTINUED

DERIVATIVE LIABILITIES – CONTINUED

In connection with the sale of Series C Convertible Preferred Stock during the year ended December 31, 2014, the Company issued five-year warrants to purchase an aggregate of 8,571,429 shares of the Company's common stock at an exercise price of $1.00 per share that contain exercise price reset provisions. See Note 13 – Stockholders' Deficiency – Preferred Stock – Series C Convertible Preferred Stock for additional details. The warrants had an aggregate issuance date fair value of $529,904 using the Binomial Lattice Model, which was recorded as a debit to preferred stock discount and a credit to derivative liabilities. Given that redemption was not deemed to be probable, the Company has not recorded amortization of the preferred stock discount. On December 31, 2014, the Company recomputed the fair value of the warrants as $688,040 and recorded a loss on the change in fair value of derivative liabilities of $158,136.

On December 23, 2014, the Company reclassified warrants to purchase 31,896,182 shares of common stock with a value of $914,977 from additional paid in capital to derivative liabilities as a result of the existence of a provision that provides for a cash payment to the holder equal to the value of the warrant as computed using the Black-Scholes option pricing model upon a future fundamental transaction, as defined in the agreement. The Company has determined that the occurrence of a fundamental transaction is no longer under its control due to the December 23, 2014 (the date of issuance of Series C Convertible Preferred Stock) effectiveness of the Series A Preferred Stock holder's (the Company's former CEO) waiver of his super voting rights which permitted him votes equal to five times the number of his common stock equivalents.

WARRANTS PAYABLE

In connection with the Beam Exchange Agreement, during the years ended December 31, 2014 and 2013, the Company accrued for the value of the warrant obligations resulting from the Triggering Events occurring during the same period, which, using the Black-Scholes option pricing model, was determined to be an aggregate of $66,963 and $1,216,000, respectively, which was a component of accrued expenses in the consolidated balance sheets as of December 31, 2014 and 2013, respectively. The Company recomputed the fair value of the warrants payable and recorded a gain on the change in fair value of $34,240 and $264,000 during the years ended December 31, 2014 and 2013, respectively.

During the year ended December 31, 2014, the Company issued warrants to purchase an aggregate of 746,098 shares of common stock at an estimated fair value of $259,690 to the former Beam members. As of December 31, 2014, warrants to purchase an aggregate of 167,462 shares of common stock are required to be issued, with an estimated fair value of $63,533 using the following assumptions: expected volatility of 87%; risk-free interest rate of 0.24%; expected term of one year; and 0% dividend yield. These warrants were issued by the Company on January 27, 2015.

During year ended December 31, 2014, the Company changed significant estimates used to calculate the fair value of the warrants including the term, the impact of Beam member stock sales and the impact thereof on their subsequent percentage of ownership on a prospective basis and changes to percentage of ownership on a fully-diluted basis, which resulted in a $925,500 gain on the change in fair value.

SUMMARY

Assumptions utilized in the valuation of Level 3 liabilities are described as follows:

	For the Years Ended December 31,	
	2014	**2013**
Risk-free interest rate	1.10%	0.61% - 0.78%
Expected term (years)	2.78 - 4.98	4.78 - 5.00
Expected volatility	83.50%	90.11% - 91.84%
Expected dividend yield	0.00%	0.00%

12. FAIR VALUE MEASUREMENT – CONTINUED

SUMMARY – CONTINUED

The following table sets forth a summary of the changes in the fair value of Level 3 warrant liabilities that are measured at fair value on a recurring basis:

	December 31,	
	2014	2013
Derivative Liabilities		
Beginning balance as of January 1,	$ 9,511,364	$ -
Issuance of Series C derivative liability	529,905	11,042,057
Change in classification	914,977	-
Change in fair value of derivative liability	(2,975,597)	(1,530,693)
Extinguishment	(4,345,355)	-
Ending balance as of December 31,	$ 3,635,294	$ 9,511,364
Warrants Payable		
Beginning balance as of January 1,	$ 1,216,000	$ -
Provision for new warrant issuances	66,963	1,480,000
Change in fair value of warrants payable	(34,240)	(264,000)
Change in estimate	(925,500)	-
Issuance of warrants	(259,690)	-
Ending balance as of December 31,	$ 63,533	$ 1,216,000

Assets and liabilities measured at fair value on a recurring or nonrecurring basis are as follows:

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 3,635,294	$ 3,635,294
Warrants payable	-	-	63,533	63,533
Total liabilities	$ -	$ -	$ 3,698,827	$ 3,698,827

	December 31, 2013			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Derivative liabilities	$ -	$ -	$ 9,511,364	$ 9,511,364
Warrants payable	-	-	1,216,000	1,216,000
Total liabilities	$ -	$ -	$ 10,727,364	$ 10,727,364

13. STOCKHOLDERS' DEFICIENCY

AUTHORIZED CAPITAL

As of December 31, 2014, the Company was authorized to issue 500,000,000 shares of common stock, $0.001 par value, and 40,000,000 shares of preferred stock, $0.001 par value. The holders of the Company's common stock are entitled to one vote per share. The preferred stock is designated as follows: 20,000,000 shares to Series A Convertible Preferred Stock; 10,000 shares to Series B Convertible Preferred Stock; 250,000 shares to Series C Convertible Preferred Stock; and 19,740,000 shares undesignated.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

OMNIBUS INCENTIVE PLANS

On January 11, 2013, the Board of the Company approved the Company's 2013 Omnibus Incentive Plan (the "2013 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2013 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The 2013 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of common stock for which stock options or awards may be granted pursuant to the 2013 Plan is 5,000,000, adjusted as provided in Section 11 of the 2013 Plan. No awards may be issued after December 1, 2015. The 2013 Plan was approved by a majority of the Company's shareholders on February 13, 2013. As of December 31, 2014, options to purchase 2,826,331 shares of common stock and 1,373,261 shares of common stock were outstanding to employees and consultants of the Company.

On March 31, 2014, the Board of the Company approved the Company's 2014 Omnibus Incentive Plan (the "2014 Plan"), which enables the Company to grant stock options, stock appreciation rights, restricted stock, restricted stock units, phantom stock and dividend equivalent rights to associates, directors, consultants, and advisors of the Company and its affiliates, and to improve the ability of the Company to attract, retain, and motivate individuals upon whom the Company's sustained growth and financial success depend, by providing such persons with an opportunity to acquire or increase their proprietary interest in the Company. Stock options granted under the 2014 Plan may be non-qualified stock options or incentive stock options, within the meaning of Section 422(b) of the Internal Revenue Code of 1986, except that stock options granted to outside directors and any consultants or advisers providing services to the Company or an affiliate shall in all cases be non-qualified stock options. The option price must be at least 100% of the fair market value on the date of grant and if issued to a 10% or greater shareholder must be 110% of the fair market value on the date of the grant. The 2014 Plan is to be administered by the Board, which shall have discretion over the awards and grants thereunder. The aggregate maximum number of shares of common stock for which stock options or awards may be granted pursuant to the 2014 Plan is 5,000,000, adjusted as provided in Section 11 of the 2014 Plan. No awards may be issued after December 1, 2016. The 2014 Plan was approved by a majority of the Company's shareholders on April 17, 2014. As of December 31, 2014, options to purchase 925,000 shares of common stock and 132,179 shares of common stock were outstanding to employees and consultants of the Company.

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 to the Company's former CEO. The Series A Convertible Preferred Stock have a par value of $0.001 and are convertible into 2.5 shares of common stock for every Series A Convertible Preferred share so long as Series C Convertible Preferred Stock is outstanding. The Series A Convertible Preferred Stock will have five times the vote of a share of its common stock equivalent when the Series C Convertible Preferred Stock is no longer outstanding. The Series A Convertible Preferred Stock has no redemption rights. The Series A Convertible Preferred Stock shall have no liquidation preference so long as the Series C Convertible Preferred Stock shall be outstanding. Up until December 23, 2014 (the date of issuance of Series C Convertible Preferred Stock), the Series A Convertible Preferred Stock had five times the vote of a share of its common stock equivalent. At the point in time that the Series C Convertible Preferred Stock is no longer outstanding, the super voting rights are automatically reinstated.

SERIES B CONVERTIBLE PREFERRED STOCK

In an anticipation of a settlement of an adversary proceeding initiated by the Official Committee of Unsecured Creditors regarding the Plan of Reorganization in regards to Electric Transportation Engineering Corporation, et al, on April 21, 2015, the Company designated 10,000 shares of Series B Convertible Preferred Stock with a par value of $0.001 and a stated value of $100 per share and convertible into shares of common stock based on the average of the price of the preceding prior 30 trading days as of the date of the request to convert. The Series B Convertible Preferred Stock has no voting rights except under limited conditions as defined and redemption rights as defined.

The holders of Series B Convertible Preferred Stock and the holders of Series C Convertible Preferred Stock, shall proportionately be entitled to receive out of the assets, whether capital or surplus, of the Company an amount in cash equal to the stated value for each respective share of Series B Convertible Preferred Stock or Series C Convertible Preferred Stock before any payments or distributions are made to holders of Series A Convertible Preferred Stock or holders of common stock.

See Note 13 - Stockholders' Deficiency - Common Stock for details associated with the exchange of Series B Convertible Preferred Stock for common stock.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK – CONTINUED

SERIES C CONVERTIBLE PREFERRED STOCK

On December 23, 2014, a total of 250,000 shares of Series C Convertible Preferred Stock have been designated for issuance under the Certificate of Designations, Preferences and Rights of Series C Convertible Preferred Stock (the "Series C Certificate of Designation"). The shares of Series C Convertible Preferred Stock have a stated value of $100 per share with an initial conversion price of $0.70 per common share (subject to adjustment as provided in the Series C Certificate of Designation). The Series C Convertible Preferred Stock may, at the option of the purchaser, be converted at any time or from time to time into fully paid and nonassessable shares of common stock at the conversion price in effect at the time of conversion ("Holder Redemption Request"); provided, that a holder of Series C Convertible Preferred Stock may at any given time convert only up to that number of shares of Series C Convertible Preferred Stock so that, upon conversion, the aggregate beneficial ownership of the Company's common stock as calculated, (pursuant to Rule 13d-3 of the Securities Exchange Act) of such purchaser and all persons affiliated with such purchaser, is not more than 9.99% of the Company's common stock then outstanding. The number of shares into which one share of Series C Convertible Preferred Stock shall be convertible is determined by dividing the stated value of $100 per share by the initial Conversion Price of $0.70 per common share (subject to appropriate adjustment for certain events, as defined). Shares of the Series C Convertible Preferred Stock shall receive dividends at a quarterly rate payable in either cash or additional shares of Series C Convertible Preferred Stock. If the dividend is paid in cash, the quarterly dividend payment shall be equal to 2% of the stated value per share for each of the then outstanding shares of Series C Convertible Preferred Stock (the "Cash Dividend Rate"). If, however, the quarterly dividend is paid in shares of Series C Convertible Preferred Stock, the quarterly dividend payment shall be equal to 2.5% of the stated value per share for each of the then outstanding shares of Series C Convertible Preferred Stock (the "Stock Dividend Rate"). In the event that the Company chooses to not honor the Holder Redemption Request, the Cash Dividend Rate and the Stock Dividend Rate shall thereafter be increase by a multiple of two, commencing in the first quarter following the Holder Redemption Request. In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends. Except as otherwise required by law, the holders of shares of Series C Convertible Preferred Stock shall vote on an as-if-converted-to-common-stock basis with the common stock. However, as long as any shares of Series C Convertible Preferred Stock are outstanding, the Company shall not take certain actions, as defined, without the prior written consent of at least 60% of the then outstanding Series C Convertible Preferred Stock. At any time following the second anniversary following the issuance of the Series C Convertible Preferred Stock, at the option of the holder, each share of Series C Convertible Preferred Stock shall be redeemable at the option of the holder for an amount equal to the stated value plus all accrued but unpaid dividends plus 1% per month, compounded monthly from the closing date.

The Series C Convertible Preferred Stock holders shall be entitled to receive out of the assets, whether capital or surplus, of the Company an amount in cash equal to the stated value, plus any accrued and unpaid dividends thereon at the Cash Dividend Rate and any other fees or liquidated damages then due and owing thereon under the Series C Certificate of Designation, for each share of Series C Convertible Preferred Stock before any distribution or payment shall be made to the holders of Series A Convertible Preferred Stock or any junior securities, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the holders shall be ratably distributed among the holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. After payment of the stated value, plus any accrued and unpaid dividends thereon, to each holder, the remaining balance of any proceeds from the Liquidation shall be allocated to the holders, holders of Series A Convertible Preferred Stock and holders of any common stock on an as-if-converted-to-common-stock basis.

On December 23, 2014, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with certain investors (the "Purchasers") for an aggregate of $6,000,000 (the "Aggregate Subscription Amount"). Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchasers: (i) 60,000 shares of Series C Convertible Preferred Stock convertible into 8,571,429 shares of the Company's common stock, par value $0.001; and (ii) warrants to purchase an aggregate of 8,571,429 shares of common stock at an exercise price of $1.00 per share (the "Series C Warrants"). In addition, 250 shares of Series C Convertible Preferred Stock convertible into 35,714 shares of common stock, with a value of $25,000, were issued as compensation to purchasers for legal fees.

The release of the Aggregate Subscription Amount to the Company is subject to the Company meeting certain milestones. On December 23, 2014, all the initial closing conditions were met so the Company received $2,000,000 of the Aggregate Subscription Amount and the remaining $4,000,000 was deposited into an escrow account. If the first set of milestones is achieved on or before March 31, 2015, the Company will receive $2,000,000 from the escrow proceeds. The remaining $2,000,000 will be released from escrow based on whether or not the second set of milestones is achieved on or before June 30, 2015. See Note 17 – Subsequent Events – Series C Convertible Preferred Stock for additional details.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

PREFERRED STOCK – CONTINUED

SERIES C CONVERTIBLE PREFERRED STOCK – CONTINUED

As a result of the sale of Series C Convertible Preferred Stock on December 23, 2014 and the registration rights holders' conversion of their penalty and accrued interest thereon retroactive to December 23, 2014, the Company recorded a dividend payable liability on the shares of Series C Convertible Preferred Stock as of December 31, 2014 of $20,800 and 208 shares of Series C Convertible Preferred Stock were issued in satisfaction of the liability on March 31, 2015.

The Series C Convertible Preferred Stock isn't mandatorily redeemable, because the instrument doesn't embody an unconditional obligation requiring the issuer to redeem the instrument at a specified or determinable date or upon an event that is certain to occur. The Series C Convertible Preferred Stock is contingently redeemable anytime following the second anniversary of its issuance. Accordingly, the Series C Convertible Preferred Stock is be classified as permanent equity. Because the embedded conversion option is clearly and closely related to the equity host, even though it has adjustment provisions that causes it not to be indexed to the Company's own stock, it is not bifurcated and is not accounted for as a derivative liability. The Series C Warrants contain an exercise price reset provision and, accordingly, the Series C Warrants are not considered to be indexed to the Company's own stock and are, therefore, deemed to be derivative liabilities. See Note 12 – Fair Value Measurement – Derivative Liabilities for details associated with the value and classification of the Series C Warrants.

As a result of the above, the aggregate issuance date fair value of the warrants totaled $529,904 and the net carrying value of the preferred stock is $5,470,096 (the $6,000,000 subscription amount, less the $529,904 preferred stock discount, or 9% and 91% of the $6,000,000 subscription amount, respectively). The aggregate of $530,000 of issuance costs were allocated amongst the instruments and (a) 91% or $483,192 was allocated to the preferred stock and was debited to additional paid in capital; and (b) 9% or $46,808 was allocated to the derivative liabilities and was recognized immediately. The aggregate preferred stock discount of $1,013,096 (Series C Warrants of $529,904 plus allocated issuance costs of $483,192) will not be amortized until/if redemption becomes probable. In addition, the Company recorded a $4,000,000 charge to additional paid-in capital for the portion of subscription proceeds held in escrow which had not been released as of December 31, 2014.

COMMON STOCK AND WARRANT OFFERINGS

During the period of January 28, 2013 through June 11, 2013, the Company sold 4,990,000 shares of common stock and warrants to purchase 4,990,000 shares of common stock at an exercise price of $2.25 per share which expire three years from date of issuance. The proceeds received from the sale of the stock net of issuance costs was $2,198,000. The warrants have an aggregate issuance date fair value of $1,772,320.

During the period of July 1, 2013 through September 30, 2013 the Company sold 2,550,000 shares of common stock and warrants to purchase 2,550,000 shares of common stock at an exercise price of $2.25 per share which expire three years from date of issuance. The proceeds received from the sale of the stock net of issuance costs was $1,210,000. The warrants have an aggregate issuance date fair value of $388,622.

On October 11, 2013, in conjunction with the purchase of the Blink Network (Note 4), and certain assets and liabilities relating to the Blink Network, the Company sold 7,142,857 shares of common stock and warrants to purchase 7,142,857 shares of common stock at an exercise price of $1.00 per share which expire five years from the date of issuance. The proceeds received from the sale of the stock net of issuance costs was $4,490,509. If at any time after the earlier of (i) the 1 year anniversary of the date of the Purchase Agreement and (ii) the completion of the then-applicable holding period required by Rule 144, or any successor provision then in effect, there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then the Warrants may also be exercised, in whole or in part, at such time by means of a cashless exercise, as defined. The exercise price is subject to an exercise price reset provision in the event of a dilutive issuance as defined. See Note 12 – Fair Value Measurement for additional details.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK AND WARRANT OFFERINGS – CONTINUED

On October 17, 2013, the Company sold 642,857 shares of common stock and warrants to purchase 642,857 shares of common stock at an exercise price of $1.00 per share which expire five years from date of issuance. The proceeds received from the sale of the stock net of issuance costs was $403,750. If at any time after the earlier of (i) the 1 year anniversary of the date of the Purchase Agreement and (ii) the completion of the then-applicable holding period required by Rule 144, or any successor provision then in effect, there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then the Warrants may also be exercised, in whole or in part, at such time by means of a cashless exercise, as defined. The exercise price is subject to a full ratchet reset feature in the event of a dilutive issuance as defined. The exercise price is subject to an exercise price reset provision in the event of a dilutive issuance as defined. See Note 12 – Fair Value Measurement for additional details.

On December 9, 2013, the Company sold 10,000,000 shares of common stock at $1.00 per share and warrants to purchase 10,000,000 shares of common stock at an exercise price of $1.05 per share which expire five years from date of issuance. The proceeds from the sale of common stock net of issuance costs was $8,963,250. If at any time after the earlier of (i) the 1 year anniversary of the date of the Purchase Agreement and (ii) the completion of the then-applicable holding period required by Rule 144, or any successor provision then in effect, there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then the Warrants may also be exercised, in whole or in part, at such time by means of a cashless exercise, as defined If at any time following the Effective Date, (A) the Closing Bid Price of the Common Stock is equal to or greater than $2.625 (subject to adjustment for forward and reverse stock splits, recapitalizations, stock dividends and the like after the Initial Exercise Date) for a period of 10 consecutive Trading Days, and (B) no Equity Conditions Failure shall exist, the Company shall have the right to require the Holder to exercise all or any portion of the Warrant. The exercise price is subject to an exercise price reset provision in the event of a dilutive issuance as defined. See Note 12 – Fair Value Measurement for additional details.

In connection with the sale of 10,000,000 shares of common stock and warrants to purchase 10,000,000 shares of common stock on December 9, 2013, the Company issued 112,000 fully vested common shares to the placement agent at a price of $1.71 per share based on the market price on the date of issuance and was recorded as a reduction of proceeds from the above sale of the shares of common stock. In addition, the Company issued to the placement agent warrants to purchase 112,000 shares of common stock at an exercise price of $1.05 per share exercisable for a period of five years. The exercise price is subject to an exercise price reset provision in the event of a dilutive issuance as defined. See Note 12 – Fair Value Measurement for additional details.

In connection with the sale of 10,000,000 shares of common stock and warrants to purchase 10,000,000 shares of common stock on December 9, 2013, the Company issued 988,000 units which entitle the placement agent holders to purchase (a) one share of common stock at $1.00 per share and (b) a warrant to purchase one share of common stock at an exercise price of $1.05 per share, exercisable on a cashless basis for a period of five years. The holder must exercise the warrant simultaneously in the event of purchase of the share. The exercise price is subject to an exercise price reset provision in the event of a dilutive issuance as defined. See Note 12 – Fair Value Measurement for additional details.

STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense related to stock options, warrants and common stock for the years ended December 31, 2014 and 2013 of $4,238,751 and $10,801,140, respectively. As of December 31, 2014, there was $2,649,773 of unrecognized stock-based compensation expense related to stock options that will be recognized over the weighted average remaining vesting period of 1.6 years.

STOCK OPTIONS

On January 11, 2013, the Company issued options to purchase 12,000 shares of common stock under the 2013 Plan at an exercise price of $1.50 per share to the Company's newly appointed Board member as part of his compensation package. The options vest ratably over two years from the date of issuance and expire on January 11, 2018. The fair value of the options was $17,881, which will be recognized over the service period.

On February 19, 2013 the Company entered into an agreement with an individual to serve as member of the Company's Board of Directors for a period of three years. On April 3, 2013, the Company's Board of Directors approved the individual's appointment and issued options to purchase 12,000 shares of common stock under the 2013 Plan at an exercise price of $1.43 per share. The options vest ratably over two years from the date of issuance and expire on February 19, 2018. The fair value of the options was $16,818, which will be recognized over the service period.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK OPTIONS – CONTINUED

On April 1, 2013, the Company issued options to purchase 150,000 shares of common stock under the 2013 Plan which vested immediately to a company for the procurement of investor capital. The options expire five years from date of issuance and have an exercise price of $0.50 per share. The fair value of the options was $187,431, which was recorded as a reduction of proceeds.

On August 26, 2013, the Company issued an option to purchase 10,000 shares of common stock under the 2013 Plan to the President of the Company and an option to purchase 686,665 shares of common stock under the 2013 Plan to an employee of the Company. The options vest immediately, expire three years from the date of issuance and have an exercise price of $1.28 per share. The aggregate fair value of the options was $686,833, which was recognized immediately.

In accordance with the agreements of the respective non-employee members of the Board of the Directors, in addition to a cash fee, the Company is required to issue an option to purchase 5,000 shares of common stock for each Board meeting and each committee meeting of the Board of Directors. The options vest in two years from the date of issuance, expire five years from the date of issuance and have an exercise price of $0.01 above the closing price of the Company's common stock on the date of the grant. During the year ended December 31, 2013, the Company issued options to purchase 65,000 shares of common stock under the 2013 Plan. The fair value of the options was $69,167, which will be recognized over the service period. During the year ended December 31, 2014, the Company issued options to purchase 220,000 shares of the Company's common stock (100,000 shares under the 2013 Plan and 120,000 shares under the 2014 Plan). The fair value of the options was estimated at $164,015, which will be recognized over the service period.

On March 27, 2014, the Company entered into a contract with Mr. Andrew Shapiro to serve as a member of the Company's Board of Directors which was approved by the Board of Directors on April 17, 2014. The terms of the agreement require the Company to (1) issue an option to Mr. Shapiro to purchase 400,000 shares of the Company's common stock under the 2014 Plan at a premium of $0.01 to the closing market price on the date of the Board of Directors approval to his appointment to the Company's Board of Directors which vest immediately and expire seven years from date of issuance with a grant date fair value of $313,296, which was recognized immediately; (2) a board fee of $100,000 payable in quarterly installments commencing 15 days from his appointment to the Company's Board of Directors; (3) options to purchase 5,000 shares of the Company's stock per meeting which vest in one year from the date of the meeting and expire five years from the date of issuance at an exercise price equal $0.01 in excess of the closing price of the Company's common stock on the date of the meeting and a Nominal Fee, as defined, for every board meeting attended; and (4) an Additional Fee, as defined, for every committee meeting of the Board of Directors attended. The Nominal Fee and the Additional Fee may be paid in cash or in shares of Company's common stock based on the closing market price of the Company's common stock on the date of the meeting.

On May 14, 2014, the Company's Board of Directors authorized the issuance of options to purchase 2,178,000 shares of common stock to 36 employees and 2 consultants of the Company under the 2013 Plan. The options vest on May 14, 2017 and expire on May 14, 2019 and have an exercise price of $1.00 per share. The fair value of the options was $1,570,910, which will be recognized over the service period.

On July 11, 2014, the Company entered into a contract with Mr. Donald Engel to serve as a member of the Company's Board of Directors which was approved by the Board of Directors on July 30, 2014. The terms of the agreement require the Company to (1) issue an option to Mr. Engel to purchase 300,000 shares of the Company's common stock under the 2014 Plan at an exercise price of $1.00 per share on the date of the Board of Directors approval to his appointment to the Company's Board of Directors which vest immediately and expire five years from date of issuance; (2) options to purchase 5,000 shares of the Company's stock per meeting which vest immediately and expire five years from the date of issuance at an exercise price equal $0.01 in excess of the closing price of the Company's common stock on the date of the meeting and a Nominal Fee, as defined, for every board meeting attended; and (3) an Additional Fee, as defined, for every committee meeting of the Board of Directors attended. The Nominal Fee and the Additional Fee may be paid in cash or in shares of Company's common stock based on the closing market price of the Company's common stock on the date of the meeting. The fair value of the option was $61,295, which was recognized immediately.

On July 18, 2014, the Company issued an option to purchase 100,000 shares of the Company's common stock under the 2014 Plan at $1.00 per share to an employee for services rendered which vest ratably over three years and expire five years from date of issuance. The fair value of the options was estimated at $55,890, which will be recognized over the service period.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK OPTIONS – CONTINUED

In applying the Black-Scholes option pricing model to stock options granted, the Company used the following assumptions:

	For the Year Ended December 31,	
	2014	**2013**
Risk free interest rate	0.46% - 1.77%	0.30% - 1.56%
Expected term (years)	2.50 - 4.00	2.50 - 5.00
Expected volatility	85% - 141%	136% - 760%
Expected dividends	0.00%	0.00%

A summary of the option activity during the years ended December 31, 2014 and 2013 is presented below:

	Number of Shares	**Weighted Average Exercise Price**	**Weighted Average Remaining Life In Years**	**Aggregate Intrinsic Value**
Outstanding, December 31, 2012	4,500,000	$ 1.49		
Granted	935,665	1.16		
Exercised	-	-		
Cancelled/forfeited	(492,000)	1.46		
Outstanding, December 31, 2013	4,943,665	$ 1.43		
Granted	3,198,000	0.96		
Exercised	-	-		
Cancelled/forfeited	(451,000)	1.33		
Outstanding, December 31, 2014	7,690,665	$ 1.00	3.5	$ 2,000
Exercisable, December 31, 2014	4,076,666	$ 1.30	3.2	$ 400

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK OPTIONS – CONTINUED

The following table presents information related to stock options at December 31, 2014:

Options Outstanding			Options Exercisable	
Exercise Price	Outstanding Number of Options	Weighted Average Remaining Life In Years	Exercisable Number of Options
$ 0.33	25,000	5.0	5,000
0.50	150,000	3.2	150,000
0.53	330,000	4.6	305,000
0.54	25,000	4.6	5,000
0.90	10,000	-	-
0.95	20,000	-	-
0.99	5,000	-	-
1.00	1,954,000	-	-
1.01	420,000	6.3	400,000
1.06	20,000	-	-
1.10	210,000	-	-
1.17	10,000	-	-
1.19	5,000	-	-
1.22	15,000	-	-
1.28	696,665	1.7	696,665
1.31	20,000	3.5	10,000
1.35	5,000	-	-
1.45	5,000	3.5	5,000
1.46	3,000,000	3.0	2,000,001
1.56	10,000	-	-
1.61	750,000	3.0	500,000
1.72	5,000	-	-
	7,690,665	3.2	4,076,666

STOCK WARRANTS

During the period of March 22, 2013 through June 12, 2013, the Company issued to a shareholder warrants to purchase 848,000 shares of the Company's common stock in connection with the procurement of investor capital. The warrants vest immediately and expire five years from date of issuance; 424,000 warrants have an exercise price of $0.50 and the remaining 424,000 warrants have an exercise price of $2.25. The fair value of the warrants issued on the date of the grant was estimated at $1,008,457. The stock price was based on the closing price of the stock on the date of the grant. The costs were deemed to be issuance costs associated with the sale of shares of stock and have been netted against gross proceeds from such sales. During the period of July 18, 2013 through September 18, 2013, the Company issued to the shareholder warrants to purchase 360,000 shares of the Company's common stock in connection with the procurement of investor capital. The warrants vest immediately and expire five years from date of issuance; 180,000 warrants have an exercise price of $0.50 and the remaining 180,000 warrants have an exercise price of $2.25. The fair value of the warrants was $443,305, which was recorded as a reduction of the proceeds and an increase and decrease of additional paid in capital. The stock price was based on the closing price of the stock on the date of the grant. The costs were deemed to be issuance costs associated with the sale of shares of stock and have been netted against gross proceeds from such sales.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS – CONTINUED

On April 29, 2013, the Company issued a warrant to a company that is owned by the former CEO of the Company and is a shareholder of the Company to purchase 2,200,000 shares of the Company's common stock to replace a warrant grant to purchase 2,200,000 shares of the Company's common stock which had recently expired and was issued for services rendered. The warrant vests immediately, expires three years from date of issuance and have an exercise price of $1.31. The fair value of the warrants was 2,253,119, which was recognized immediately.

On August 26, 2013 the Company issued a warrant to a company that is owned by the former CEO of the Company and is a shareholder of the Company to purchase 3,433,335 shares of the Company's common stock to replace a grant of a warrant to purchase 3,433,335 shares of the Company's common stock which had recently expired and was issued for services rendered. The warrant vests immediately, expires three years from date of issuance and have an exercise price of $1.29. The fair value of the warrants was $3,380,926, which was recognized immediately.

On October 11, 2013, in conjunction with sale of Company shares for $5,000,000, the Company issued 714,285 warrants to two individuals who served as placement agents in connection with the sale. The warrants vest immediately, expire five years from date of issuance and have an exercise price of $0.87. The fair value of the warrants was $738,154, which was recognized immediately. The costs were deemed to be issuance costs associated with the sale of shares of stock and have been netted against gross proceeds from such sales.

On May 2, 2014, the Company obtained commitments through December 31, 2014 and through January 2, 2015 from four shareholders to finance up to $6,250,000. In conjunction with the commitment, the Company issued warrants to purchase a total of 3,869,048 shares of the Company's common stock at $1.05 per share which vest immediately and expire in five years. The fair value of the warrants was $726,868, which expense was recognized immediately. The stock price was determined based on the closing market price on the date of the commitment letter. In addition, the Company would be required to issue additional warrants to the shareholders in the event, the Company exercises the commitment. The commitment amount may be reduced by the issuance of long term debt or the sale of common stock during the remainder of calendar year 2014. The Company paid placement agents $131,250 in commissions which was also recorded as other expense during the year ended December 31, 2014 resulting from the expiration of the commitment. As of January 2, 2015, the date of expiration, no funds were drawn on the commitments and the commitments expired and were not renewed.

On May 10, 2014, a firm executed an agreement to grant the Company exclusive rights to install charging stations on certain of the firm's properties. In consideration, the Company issued warrants to purchase a total of 2,607,712 shares of the Company's common stock at $0.97 per share on September 24, 2014. The fair value of the warrants was $321,877, which was recognized immediately.

On December 28, 2014, the Company issued a warrant to purchase 5,000 shares of the Company's common stock to the Company's former CEO at an exercise price of $0.40 per share. The warrant vests immediately and expires two years from date of issuance. The warrant was issued as a replacement of a warrant which had expired in accordance with the former CEO's employment contract.

The assumptions used in connection with the valuation of warrants using the multinomial lattice model were as follows:

	For the Year Ended December 31,	
	2014	**2013**
Risk free interest rate	1.10%	0.32% - 1.71%
Expected term (years)	2.78 - 4.98	3.00 - 5.00
Expected volatility	84%	90% - 467%
Expected dividends	0.00%	0.00%

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS – CONTINUED

The following table accounts for the Company's warrant activity for the years ended December 31, 2014 and 2013:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Life In Years	Aggregate Intrinsic Value
Outstanding, December 31, 2012	11,295,968	$ 3.50		
Issued	35,016,334	1.37		
Exercised	-	-		
Cancelled/forfeited	(8,417,165)	4.03		
Outstanding, December 31, 2013	37,895,137	$ 1.42		
Issued	18,825,355	1.00		
Exercised	(959,000)	0.69		
Cancelled/forfeited	(1,673,169)	1.58		
Outstanding, December 31, 2014	54,088,323	$ 1.28	3.4	$ 50
Exercisable, December 31, 2014	54,083,323	$ 1.28	3.4	$ 50

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

STOCK WARRANTS – CONTINUED

The following table presents information related to stock warrants at December 31, 2014:

Warrants Outstanding			Warrants Exercisable	
Exercise Price	Outstanding Number of Warrants	Weighted Average Remaining Life In Years	Exercisable Number of Warrants	
$ 0.40	5,000	2.0	5,000	
0.50	102,693	0.6	102,693	
0.52	353	0.8	353	
0.53	304	0.8	304	
0.54	270	0.8	270	
0.70	101,731	0.6	101,731	
0.87	723,618	3.7	723,618	
0.90	196	0.6	196	
0.95	227	0.6	227	
0.97	2,635,074	2.7	2,635,074	
1.00	20,276,341	4.3	20,276,341	
1.01	5,438	0.6	5,438	
1.05	14,817,663	3.5	14,817,663	
1.06	392	0.6	392	
1.19	1,579	0.6	1,579	
1.20	1,087	0.6	1,087	
1.22	1,877	0.6	1,877	
1.25	3,089	0.6	3,089	
1.27	124	0.6	124	
1.28	3,344	0.6	3,344	
1.29	3,433,882	4.6	3,433,882	
1.30	2,588	0.6	2,588	
1.31	2,200,875	1.3	2,200,875	
1.33	51	0.6	51	
1.37	1,264	0.6	1,264	
1.42	674	0.6	674	
1.50	466	0.6	466	
1.56	196	0.6	196	
1.59	100,000	1.0	100,000	
1.62	33	0.6	33	
1.75	15,000	3.3	10,000	
1.85	61	0.6	61	
2.25	9,599,000	1.4	9,599,000	
20.00	50,000	1.0	50,000	
30.00	3,833	0.3	3,833	
	54,088,323	3.4	54,083,323	

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK

On December 18, 2012, the Company retained an individual to serve on the Company's Board of Directors for three years, subject to approval by the Board of Directors. As part of the agreement and the individual's compensation, the Company was obligated to issue 50,000 shares of the Company's common stock valued at $74,500 under the 2013 Omnibus Plan. The Company's Board of Directors did not approve his appointment to the Board of Directors until January 11, 2013, at which time he was issued 50,000 fully vested shares of common stock under the 2013 Omnibus Incentive Plan at $1.49 per share based on the market price on the date of issuance.

On January 14, 2013, the Company entered into a consulting agreement with a firm to provide strategic planning services for 1 year. As part of the firm's fee, the Company issued fully vested 250,000 shares of its common stock at a price of $1.49 based on the market price on the date of issuance totaling $372,500. The expense is recorded as general and administrative expenses.

On February 5, 2013, the Company entered into a binding memorandum of understanding with a firm to develop application software. As part of its fee, the firm was issued 113,636 fully vested shares of the Company's common stock at a price of $1.32 per share based on the market price on the date of issuance totaling $150,000. The expense was recognized during the year ended December 31, 2014.

On February 19, 2013, the Company retained an individual to serve on the Company's Board of Directors for three years subject to the Board of Directors approval. As part of the agreement and the individual's compensation, the Company was obligated to issue him 50,000 shares of the Company's common stock valued at $71,000 under the 2013 Omnibus Plan. The Company's Board of Directors did not approve his appointment to the Board of Directors until April 3, 2013 in conjunction with the Company's acquisition of EV Pass LLC, at which time he was issued 50,000 fully vested shares of common stock at $1.42 per share based on the market price on the date of issuance and options to purchase 12,000 shares at $1.19 per share which vest two years from date of grant and expire five years from date of grant. Both shares and options were issued from the 2013 Omnibus Incentive Plan. Additionally, the Company issued the Director options to purchase 30,000 shares of the Company's common stock at prices ranging from $0.90 - $1.56 for the attendance of meetings of the Board of Directors and Committees of the Board of the Directors during the year ended December 31, 2013. The options were issued under the Company's 2013 Omnibus Incentive Plan, vest two years from issuance and expire five years from date of issuance. On October 10, 2013, the Director resigned. The expense related to shares issued is recorded as compensation.

On February 27, 2013, in conjunction with its acquisition of Beam LLC, the Company issued 1,265,822 fully vested shares of its common stock at $1.30 per share based on the market price on the date of issuance.

On March 8, 2013, the Company entered into a contract with a firm to provide investor relations consulting services. The Company issued fully vested 150,000 shares of its common stock under the 2013 Omnibus Incentive Plan at $1.28 per share based on the market price on the date of issuance covering the six month period ended September 8, 2013. The expense is recorded as general and administrative expenses.

In April 2013, the Company issued an aggregate of 107,513 fully vested shares of its common stock at $1.19 per share based on the market price on the date of issuance to third parties to pay off debt owed to these parties by 350 Green LLC. The expense is recorded as general and administrative expenses.

On April 3, 2013, in conjunction with its acquisition of EV Pass LLC, the Company issued 671,141 fully vested shares of its common stock at $1.18 per share based on the market price on the date of issuance.

On April 19, 2013, the Company reached a settlement with its former Chief Financial Officer and issued 220,000 fully vested shares of its common stock at $1.20 per share based on the market price on the date of issuance as part of the settlement. The expense is recorded as general and administrative expenses.

On April 23, 2013, in conjunction with its acquisition of 350 Green LLC, the Company issued 604,838 fully vested shares of its common stock at $1.19 per share based on the market price on the date of issuance.

On June 6, 2013, the Company issued to a consultant 19,231 fully vested shares of its common stock at a price of $1.30 per share based on the market price on the date of issuance under the Company's 2013 Omnibus Incentive Plan for business development services. The expense is recorded as general and administrative expenses.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK – CONTINUED

On June 10, 2013, the Company and the holder of the Company's Series B Preferred Shares entered into an exchange agreement whereby the holder would surrender the 1,000,000 shares of the Company's Series B Preferred Shares, and all conversion rights and option rights contained in the February 6, 2012 agreement in exchange for 2,500,000 fully vested shares of the Company's $0.001 par value common stock and a warrant to purchase 600,000 shares of the Company's common stock at $2.25 per share which vests immediately and expires in three years from date of issuance. The exchange of shares occurred in July 2013.

On June 11, 2013, the Company issued a firm 6,060 fully vested shares of its common stock at a price of $1.65 based on the market price on the date of issuance for consulting services. The expense is recorded as general and administrative expenses.

On July 3, 2013, the Company entered into an agreement with a firm to provide financial advisory services. In consideration of such services, the Company issued 325,000 fully vested shares of its common stock from the Company's 2013 Omnibus Incentive Plan during the year ended December 31, 2013 at an average value of $1.27 per common share based on the market price on the date of issuance and valued at $412,500. The expense is recorded as general and administrative expenses.

On August 1, 2013, the Company issued 15,000 fully vested shares of its common stock under the Company's 2012 Omnibus Incentive Plan to an employee as compensation at a price of $1.30 per share based on the market price on the date of issuance and valued at $19,500. The expense is recorded as compensation.

On August 12, 2013, the Company issued 25,000 fully vested shares of its common stock under the Company's 2013 Omnibus Incentive Plan at a price of $1.50 per share based on the market price on the date of issuance and valued at $37,500 for legal services. The expense is recorded as general and administrative expenses.

On August 11, 2013, the Company and the holder of the $150,000 of past due convertible notes agreed to convert the note and accrued interest thereon on the basis of $0.50 per share thereby issuing 330,000 fully vested shares of the Company's common stock and issue 330,000 warrants exercisable at $2.25 per share which vest immediately and expire on August 11, 2016. The shares were valued at $492,062 based on the market price on the date of issuance. The warrants were valued at $360,429.

On August 13, 2013, the Company issued 10,000 fully vested shares of its common stock under the Company's 2013 Omnibus Incentive Plan at a price of $1.50 per share based on the market price on the date of grant valued at $15,000 for acquisition advisory services. The expense is recorded as general and administrative expenses.

In conjunction with an arbitrator's decision on August 28, 2013, a former consultant of the Company returned 250,000 fully vested shares of the Company's common stock previously issued for consulting services valued at $450,000 which was previously expensed and therefore derecognized in 2013. In exchange, the Company issued 62,500 fully vested shares at a price of $1.26 per share based on the market price on the date of issuance totaling $78,750. The expense is recorded as general and administrative expenses.

On October 17, 2013, the Company issued 8,332 fully vested shares of the Company's common stock under the Company's 2013 Omnibus Incentive Plan to two attorneys valued at a price of $1.20 per share based on the market price on the date of issuance and valued at $9,998. The expense is recorded as general and administrative expenses.

In conjunction with a consulting agreement with a firm for business development services entered into by the Company on August 15, 2012, the Company issued 18,246 fully vested shares of its common stock to the firm at an average price of $1.37 based on the market price on the date of issuance during the year ended December 31, 2013. Additionally, the Company settled an account payable with the firm by issuing 60,993 fully vested shares of its common stock at $1.40 per share, based on the market price on the date of issuance totaling $85,390 and resulting in a loss upon settlement of $47,856.

In conjunction with a consulting agreement entered into by the Company for advisory services on September 10, 2012 the Company awarded under the Company's 2013 Omnibus Incentive Plan consisting of 112,500 fully vested shares of the Company's common stock in January 2013. Additionally, the firm is to receive 87,500 shares of the Company's common stock monthly during the period of April 1, 2013 through September 1, 2013 for a total of 637,500 shares under the 2013 Omnibus Incentive Plan During the year ended December 31, 2013 the Company issued a total of 287,500 fully vested shares of its common stock to the firm at an average price of $1.29 per share based on the market price on the date of issuance. The expense is recorded as general and administrative expenses. The remaining 350,000 shares valued at $503,125 were recorded within accrued expenses as of December 31, 2014 and 2013.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK – CONTINUED

On December 3, 2012, the Company entered into consulting agreement with a firm to provide financial advisory services commencing in January 2013. In conjunction with this agreement, the Company issued 13,393 fully vested shares of its common stock at an average price of $1.49 per share based on the market price on the date of issuance during the year ended December 31, 2013. The expense is recorded as general and administrative expenses.

In conjunction with a consulting agreement which the Company entered into on December 10, 2012 with a firm, the Company issued fully vested 42,150 shares of its common stock to the firm for consulting services at an average price of $1.41 per share based on the market price on the date of issuance for services rendered during the year ended December 31, 2013. The expense is recorded as general and administrative expenses.

In conjunction with a social media marketing agreement entered into by the Company on December 19, 2012, the Company issued 18,561 fully vested shares of its common stock at average price of $1.35 per share based on the market price on the date of issuance as a fee for the year ended December 31, 2013.

On January 1, 2013, the Company granted and issued a firm a restricted stock award under the Company's 2013 Omnibus Incentive Plan consisting of 137,499 fully vested shares of the Company's common stock and an additional 45,833 shares of the Company's common stock monthly during the period of April 13, 2013 through September 13, 2013 for a total of 412,497 shares under the 2013 Omnibus Incentive Plan in conjunction with a consulting agreement entered into by the Company for advisory services on September 13, 2012. During the year ended December 31, 2013, the firm was issued a total restricted stock award under the Company's 2013 Omnibus Incentive Plan consisting of 274,998 fully vested shares of the Company's common stock at an average price of $1.29 per share based on the market price on the date of issuance for services rendered during the year ended December 31, 2013. The Company did not issue any additional shares of common stock to the firm during 2013 but has accrued a fee of $187,000 recorded as general and administrative expense at December 31, 2013 for the remaining unissued 137,999 shares.

During the period of January 2013 through March 22, 2013, the Company sold 4,990,000 shares of its common stock and warrants to purchase 4,990,000 shares of the Company's common stock at $2.25 per share which vest immediately and expire three years from date of issuance. The proceeds received from the sale of the stock net of issuance costs was $2,198,000.

During the period of July 1, 2013 through September 30, 2013 the Company sold 2,550,000 shares of its common stock and warrants to purchase 2,550,000 shares of the Company's common stock at $2.25 per share which vest immediately and expire three years from date of issuance. The proceeds received from the sale of the stock net of issuance costs was $1,210,000.

On October 11, 2013, in conjunction with the purchase of the Blink Network, and certain assets and liabilities relating to the Blink Network, the Company sold 7,142,857 shares of its common stock and warrants to purchase 7,142,857 shares of the Company's common stock at a $1.00 per share which vest immediately and expire five years from the date of issue. In conjunction with this issuance, the Company issued warrants to two principals at an investment firm to purchase a total of 714,285 shares of common stock at $0.87 shares. The warrants vest immediately and expire five years from the date of issue. The proceeds received from the sale of the stock net of issuance costs was $4,490,509.

On October 17, 2013, the Company sold 642,857 shares of its common stock and warrants to purchase 642,857 shares of the Company's common stock at $1.00 per share which vest immediately and expire five years from date of issuance. The proceeds received from the sale of the stock net of issuance costs was $403,750.

On November 19, 2013, issued 2,500 fully vested shares of its common stock to a consultant for services at a price of $1.62 per share, based on the market price on the date of issuance for a total value of $4,050. The expense is recorded as general and administrative expenses.

On December 9, 2013, the Company sold 10,000,000 shares of its common stock at $1.00 per share and warrants to purchase 10,000,000 shares of the Company's common stock at $1.05 per share which vest immediately and expire five years from date of issuance. The proceeds from the sale of common stock net of issuance costs was $8,963,250. In conjunction with this issuance, the Company issued an additional 2,000,000 fully vested shares of its common stock at a price of $1.71 per share based on the market price on the date of issuance to a firm in settlement of a memorandum of understanding between the parties and expensed $3,420,000 as other income/(expense). Additionally, the Company issued 112,000 fully vested common shares to a shareholder/placement agent at a price of $1.71 per share based on the market price on the date of issuance and was recorded as a reduction of proceeds from the above sale of the shares of common stock.

13. STOCKHOLDERS' DEFICIENCY – CONTINUED

COMMON STOCK – CONTINUED

On December 9, 2013, the Company issued 2,000,000 fully vested shares of its common stock at a price of $1.71 per share based on the market price on the date of issuance to a firm in settlement of a memorandum of understanding between the parties and immediately recognized expense of $3,420,000.

On January 15, 2014, in accordance with terms of the cashless exercise provisions of the warrants, a shareholder exchanged 355,000 warrants with an exercise price of $1.00 per share and 604,000 warrants with an exercise price of $0.50 for 468,702 fully vested shares of common stock of the Company. The transaction was recorded as an increase to common stock and a decrease to Additional Paid-In Capital of $469 based on the cashless exercise provisions of the warrants.

The Company settled a pending lawsuit for past due fees due to a consulting firm in the amount of $41,000. On January 31, 2014, the parties negotiated a settlement resulting in the issuance of 4,098 fully vested shares of the Company's common stock valued at $1.22 per share, the market value on the date of the settlement and a cash payment of $15,000. The transaction resulted in a gain on settlement of approximately $21,000 recorded in other income/(expense).

During the year ended December 31, 2014, the Company issued 100,000 fully vested shares valued at $137,000 to a firm which sponsored a conference in December 2013. The value was determined based on the market value of the stock on the date of the conference and was included within accrued expenses as of December 31, 2013.

During the period of October 16, 2014 through December 31, 2014, the Company issued 23,810 fully vested shares of common stock under its 2014 Omnibus Incentive Plan at to two principals of a consulting firm to provide strategic financial services valued at $25,000 based on the fair value of the services rendered.

On October 21, 2014, the Company issued 34,614 fully vested common shares of the Company's common stock to members of the Board of Directors for attendance of Board for attendance of the annual shareholders meeting value at $17,999 based on the market value of the stock on the date of the meeting.

14. INCOME TAXES

The Company is subject to U.S. federal and various state income taxes.

The income tax provision (benefit) for the years ended December 31, 2014 and 2013 consists of the following:

	For The Years Ended December 31,	
	2014	**2013**
Federal:		
Current	$ -	$ -
Deferred	(10,070,639)	(8,732,121)
State and local:		
Current	-	-
Deferred	(2,073,367)	(1,797,790)
	(12,144,006)	(10,529,911)
Change in valuation allowance	12,144,006	10,529,911
Income tax provision (benefit)	$ -	$ -

No current tax provision has been recorded for the years ended December 31, 2014 and 2013 because the Company had net operating losses for federal and state tax purposes. The related increase in the deferred tax asset was offset by the valuation allowance.

14. INCOME TAXES – CONTINUED

A reconciliation of the statutory federal income tax rate to the Company's effective tax rate is as follows:

	For The Years Ended December 31,	
	2014	2013
Tax benefit at federal statutory rate	(34.0)%	(35.0)%
State income taxes, net of federal benefit	(7.0)%	0.0%
Permanent differences	(3.3)%	1.7%
Prior period adjustments	(8.0)%	0.0%
Impact of change in effective rate	0.0%	0.0%
Change in valuation allowance	52.3%	33.3%
Effective income tax rate	0.0%	0.0%

The Company has determined that a valuation allowance for the entire net deferred tax asset is required. A valuation allowance is required if, based on the weight of evidence, it is more likely than not that some or the entire portion of the deferred tax asset will not be realized. After consideration of all the evidence, both positive and negative, management has determined that a full valuation allowance is necessary to reduce the deferred tax asset to zero, the amount that will more likely not be realized.

The tax effects of temporary differences that give rise to deferred tax assets are presented below:

	For The Years Ended December 31,	
	2014	2013
Deferred Tax Assets:		
Net operating loss carryforwards	$ 17,499,000	$ 11,982,779
Stock-based compensation	4,232,300	2,805,860
Provision for warrant liability	-	606,800
Accruals	2,397,300	160,849
Goodwill	2,501,517	-
Intangible assets	553,100	248,741
Tax credits	409,000	379,000
Gross deferred tax assets	27,592,217	16,184,029
Deferred Tax Liabilities:		
Fixed assets	(833,300)	(833,294)
Derivative liabilities	-	(735,824)
Gross deferred tax liabilities	(833,300)	(1,569,118)
Net deferred tax assets	26,758,917	14,614,911
Valuation allowance	(26,758,917)	(14,614,911)
Deferred tax asset, net of valuation allowance	$ -	$ -
Changes in valuation allowance	$ 12,144,006	$ 10,529,911

At December 31, 2014 and 2013, the Company had a net operating loss carry forwards for both federal and state purposes of approximately $42.7 million and $29.2 million, respectively, which may be offset against future taxable income through 2034.

The Company's tax returns are subject to examination by tax authorities beginning with the year ended December 31, 2012.

15. RELATED PARTIES

The Company paid commissions to a company owned by its former CEO totaling $30,250 and $38,500 during the years ended December 31, 2014 and 2013 for business development related to installations of EV charging stations by the Company in accordance with the support services contract. These amounts are recorded as compensation on the consolidated statements of operations.

The Company incurred accounting and tax service fees totaling $23,317 and $61,393 for the years ended December 31, 2014 and 2013, respectively, provided by a company that is partially owned by the Company's current Chief Financial Officer. This expense was recorded as general and administrative expense.

On March 29, 2012, the Company entered into a patent license agreement with its former CEO and a company for which the former CEO is the majority shareholder and an officer of the company. 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, 2014, the Company has not paid nor incurred any royalty fees related to this agreement.

See Note 10 – Notes Payable for details associated with another related party transaction. See Note 13 - Stockholders' Deficiency - Stock Warrants for details associated with warrants issued to the Company's former CEO.

16. COMMITMENTS AND CONTINGENCIES

OPERATING LEASE

The Company's corporate headquarters is located in Miami Beach, Florida. The Company currently leases space located at 1691 Michigan Avenue, Suite 601, Miami Beach Florida 33139. The lease is for a term of 39 months beginning on March 1, 2012 and ending May 31, 2015. Monthly lease payments are approximately $12,000 for a total of approximately $468,000 for the total term of the lease. The lease was extended through August 1, 2015 at a cost of $13,928 per month. See Note 17 – Subsequent Events – Operating Lease for additional details. Additionally, the Company has a three-year lease for an office in San Jose, California beginning on April 1, 2012 and ending April 30, 2015 with monthly lease payments of approximately $2,500 for a total of approximately $92,000 for the total term of the lease. The lease was extended to April 30, 2016 at a monthly rental of $3,009. The Company also has a five year sublease for office and warehouse space in Phoenix, Arizona beginning December 1, 2013 and ending November 30, 2018 with monthly payments of approximately $10,300 for a total of approximately $621,000 for the total term, and one year office sharing license for office space in New York, New York beginning January 16, 2014 and ending January 31, 2015 with monthly payments of approximately $4,000 for a total of approximately $48,000 for the total term of the license. The Company currently leases the space for a $1,000 monthly on a month-to-month basis.

Our minimum future aggregate minimum lease payments for these leases based on their initial terms as of December 31, 2014 are:

For the Year Ending December 31,	Amount
2015	$ 253,023
2016	136,224
2017	124,188
2018	113,839
Total	$ 627,274

Total rent expense for the year ended December 31, 2014 and 2013 was $408,649 and $222,695, respectively.

16. COMMITMENTS AND CONTINGENCIES – CONTINUED

EMPLOYMENT AGREEMENT

On December 23, 2014, in connection with the closing and as a condition to the closing of the Securities Purchase Agreement, the Company entered into an amended and restated employment agreement with its then Chief Executive Officer, Michael D. Farkas. The amendment provides that Mr. Farkas shall have a salary of Forty Thousand Dollars ($40,000) per month. However, for such time as any of the Aggregate Subscription Amount is still held in escrow, Mr. Farkas shall receive Twenty Thousand Dollars ($20,000) in cash and the remaining amount of his compensation: (i) shall be deferred; and (ii) must be determined by the compensation committee of the Company's Board of Directors to be fair and equitable. Additionally, beginning on the date that the Aggregate Subscription Amount is released from escrow and continuing for so long as the Series C Convertible Preferred Stock remains issued and outstanding, Mr. Farkas' salary shall only be paid in cash if doing so would not put the Company in a negative operating cash flow position. See Note 17 – Subsequent Events – Employment Agreements for additional details.

LITIGATION AND DISPUTES

From time to time, the Company is a defendant or plaintiff in various legal actions that arise in the normal course of business.

On November 27, 2013, the Synapse Sustainability Trust ("Synapse") filed a complaint against the Company and Michael D. Farkas, the Company's CEO, alleging various causes of action regarding compliance under certain agreements that governed the sale of Synapse's assets to CCGI in the Supreme Court of the State of New York, County of Onondaga (the "Court"). On or about January 7, 2014, CCGI filed its Answer and Affirmative Defenses. CCGI moved to dismiss Count V, breach of contract, because the Note, as detailed in Note 11- Notes Payable, contains an arbitration clause. Further, Mr. Farkas has moved to dismiss the Complaint for lack of personal jurisdiction. On March 17, 2014, the Court dismissed Mr. Farkas from the action due to a lack of personal jurisdiction and dismissed Plaintiff's Count V based on the existence of the Arbitration Clause contained in the Note. In the Court's letter decision issued on March 17, 2014, the Court granted Defendants' Motion to Dismiss the Complaint/Count V against Michael Farkas, and dismissed Count VI against CCGI. Accordingly, the Court granted Plaintiff's Contempt Motion in part, and denied it in part, and scheduled a hearing on the contempt issue for May 13, 2014. The hearing was canceled. On March 5, 2015, the parties reached a settlement requiring the Company to pay $10,000 on March 15, 2015 and $5,000 per month for the next eight months with no interest. Until such time as the debt by the Company, Synapse will retain a security interest of $40,000 in specified chargers. As of December 7, 2015, the Company had paid $40,000.

On or about December 6, 2013, the Company filed a Complaint against Tim Mason and Mariana Gerzanych in the U.S. District Court for the Southern District of New York, alleging claims for Breach of Contract, Fraud in the Inducement, Civil Conspiracy to Commit Fraud, Unjust Enrichment, and Breach of Fiduciary Duty. These claims were in relation to the Company's purchase of 350 Green and the documents entered into (and allegedly breached by Gerzanych and Mason) related thereto. The Defendants in this case were recently served with the court documents, and the Company intends to litigate this case vigorously. Each defendant filed for bankruptcy in January 2014 and as a result a stay was granted preventing the case from moving forward. In April 2014, the defendants filed a complaint in the Bankruptcy Court alleging declaratory relief, breach of contract in the 350 Green Exchange Agreement and the promissory note, claim and delivery, fraud in the inducement, unjust enrichment and objection to claim. CCGI moved to change venue to New York and moved to dismiss in California. Gerzanych and Mason have filed a motion to consolidate the New York action and the adversary complaint and tried before the Bankruptcy Court. On or about December 30, 2014, the Bankruptcy Court issued an order transferring all adversary proceedings and the California Complaint to the Southern District of New York. Pursuant to the Court's order, the Company amended its complaint in the New York action to add an additional count for declaratory relief. Defendants have moved to dismiss the Amended Complaint based on the release agreement between the parties. On April 3, 2015, the defendants moved to dismiss the amended complaint, arguing that the release executed by the parties precludes the causes of action alleged by the CCGI Entities. It is the CCGI Entities' position that the release at issue is void as a matter of law because the release was procured by the fraudulent misrepresentations of Mason and Gerzanych. On August 21, 2015, the parties entered into a settlement agreement that was subsequently ratified by the Bankruptcy Court whereby the CCGI Entities agreed to pay the defendants $75,000 in equal installments and the defendants agreed to return 403,226 shares of Company common stock to the Company.

On September 17, 2014, the Company filed a lawsuit against three former consultants of the Company for failure to provide services to the Company in accordance with the terms of the consulting agreement. In accordance with the terms of the agreement, the consultants were to be compensated by the issuance of 550,000 restricted shares of the Company's common stock. On August 20, 2014, the consultants contacted the Company's stock transfer agent seeking to have the restricted legend removed from the stock certificates, however the Company did not authorize such removal due to the consultants' failure to provide services in accordance with the consulting agreement. The Company was seeking the return of any certificates currently in the possession of the consultants or the proceeds from any sales of such shares to the extent the consultants had sold shares. The Company sought an injunction to stop the defendants from selling shares but was denied by the Court on November 19, 2014. On October 28, 2014, the defendants filed a counterclaim against the Company alleging various claims of wrongdoing. On April 28, 2015, the parties reached a settlement whereby the defendants will be able to retain $150,000 in gross proceeds from the sale of shares, as defined, from the 412,501 common shares of the Company's common stock, currently in their possession and shall return any unsold shares to the Company or any gross proceeds from the sale of shares in excess of $150,000. No shares have been returned to the Company as of December 7, 2015. Additionally the defendants agreed to forego the 137,499 unissued shares of Company common stock which were the subject of the counterclaim of the defendants. Per the agreement, the Company agreed to pay $12,500 of the defendant's legal costs which were accrued for as of December 31, 2014 and have been paid in full as of December 7, 2015.

16. COMMITMENTS AND CONTINGENCIES – CONTINUED

LITIGATION AND DISPUTES – CONTINUED

350 GREEN, LLC

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

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and CCGI in separate breach of contract counts and names all three entities together in an unjust enrichment claim. CCGI and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold CCGI or 350 Green liable for a contract to which they are not parties. The parties held a mediation conference on May 15, 2015 and the parties have attempted to negotiate a settlement.

17. SUBSEQUENT EVENTS

SERIES C CONVERTIBLE PREFERRED STOCK

Subsequent to December 31, 2014, the Company had issued shares of Series C Convertible Preferred Stock representing the following:

	Series C Convertible Preferred Stock
Settlement of accrued registration rights penalty and related interest on October and December 2013 common stock sales	20,697
Dividends for the following periods:	
December 23, 2014 through December 31, 2014	208
Quarter ended March 31, 2015	2,020
Quarter ended June 30, 2015	2,124
Quarter ended September 30, 2015	2,425
Securities Purchase Agreement dated July 24, 2015	9,223
Securities Purchase Agreement dated October 14, 2015	18,333
Employment agreement with the Company's Chief Operating Officer	750
Satisfaction of accrued liabilities	4,300
Total	60,080

Subsequent to December 31, 2014, the Company did not meet the milestones that were scheduled to be achieved by March 31, 2015 and June 30, 2015 associated with the Securities Purchase Agreement dated December 23, 2014 to purchase shares of Series C Convertible Preferred Stock. However, in consideration of the formation of an Operations and Finance Committee ("OPFIN Committee") to provide the Company with financial and operational direction, management and oversight with respect to the Company's operating plan and fiscal year 2015 revised budget and to oversee progress, the Purchasers agreed to release $3,000,000 to the Company from escrow. One of the Purchasers elected to retain its remaining $1,000,000, such that the Company received an aggregate of $5,000,000 pursuant to the Securities Purchase Agreement.

On July 24, 2015, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Eventide Gilead Fund (the "Purchaser") for the purchase of an aggregate of $830,000. Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchaser: (i) 9,223 shares of Series C Convertible Preferred Stock with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 1,318,889 shares of common stock for an exercise price of $1.00 per share.

On October 14, 2015, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with Eventide Gilead Fund (the "Purchaser") for the purchase of an aggregate of $1,100,000. Pursuant to the Securities Purchase Agreement, the Company issued the following to the Purchaser: (i) 18,333 shares of Series C Convertible Preferred Stock with a stated value of $100 per share, and (ii) warrants to purchase an aggregate of 2,618,997 shares of common stock for an exercise price of $1.00 per share.

17. SUBSEQUENT EVENTS – CONTINUED

STOCK-BASED COMPENSATION

Subsequent to December 31, 2014, the Company issued warrants to purchase 271,521 shares of the Company's common stock to the former members of Beam at exercise prices ranging from $0.32 to $1.05 per share inclusive of warrants payable to purchase 167,462 shares of the Company's common stock as of December 31, 2014 as described in Note 9 – Accrued Expenses – Warrants Payable.

Subsequent to December 31, 2014, the Company issued 184,499 fully vested common shares of the Company's common stock at the closing market price on the date of the respective meeting and options to purchase 65,000 shares of the Company's common stock at exercise prices ranging from $0.33 to $0.42 per share to members of the Board of Directors for attendance of Board meetings held during this time.

Subsequent to December 31, 2014, the Company issued a member of the Board of Directors, as a participant of and attendance of meetings it newly formed OPFIN Committee fully 72,258 fully vested common shares of the Company at the respective closing market price of the respective meetings and options to purchase 25,000 shares of the Company's common stock at prices ranging from $0.35 to $0.39 per share. The options vest in two years and expire five years from date of issuance.

On February 3, 2015, the Company issued 50,000 fully vested shares of the Company's common stock to a consultant to advise the Company about corporate governance matters. The consulting services expense valued at $50,000 were accrued for as of December 31, 2014.

On February 25, 2015, the Company entered into an agreement with certain investors in the October 2013 financing whereby the investors were issued warrants to purchase 3,336,734 shares of the Company's common stock at an exercise price of $0.70 per share which vest immediately, expire in five years from date of issuance and contain anti-dilution provisions as defined. These additional warrants represent the warrants the investors would have received as a result of the December 23, 2014 financing had they not previously surrendered their anti-dilution protection during 2014. Additionally, as a result of the December 23, 2014 financing, the exercise price of all 19,761,714 warrants issued to the October 2013 and December 2013 investors was reduced to $0.70 per share.

On April 1, 2015, the Company issued 51,586 fully vested shares of its common stock to its Chief Financial Officer as compensation for the period of November 2014 through April 2015 valued at $21,600, of which $7,200 was accrued for as of December 31, 2014.

On April 10, 2015, the Company issued 432,892 fully vested shares of its common stock to a consulting firm for services rendered by a financial consultant for the period of December 2014 through March 2015 valued at $161,325, of which $16,739 was accrued for as of December 31, 2014.

As part of the litigation settlement, on April 24, 2015, two former members of Beam were issued an aggregate of 100,000 fully vested shares of the Company's common stock valued at $0.35 per share.

Subsequent to December 31, 2014, the Company offered the remaining seven former Beam members shares of the Company's common shares in consideration of surrendering their anti-dilution benefit contained in the original Beam acquisition agreement. As a result, three members had accepted the Company's offer and the Company issued an aggregate of 2,850 fully vested shares of the Company's common stock valued at $898.

On November 13, 2015, the Company issued five-year options to purchase an aggregate of 1,527,617 shares of the Company's common stock under the 2014 Plan at $0.63 per share to employees for services rendered. The shares vest as follows: 423,154 on the date of issuance, 368,154 on the first anniversary of the date of issuance, 368,154 on the second anniversary of the date of issuance 368,155 on the third anniversary of the date of issuance.

EMPLOYMENT AGREEMENTS

On March 24, 2015, the Company entered into an employment agreement with Mr. Ira Feintuch to serve as the Company's Chief Operating Officer for an initial three year term renewable annually unless written notice is provided 60 day prior to the renewal term. In consideration thereof, Mr. Feintuch is to receive an annual salary of $250,000 and shall participate in all benefit programs of the Company. In addition, Mr. Feintuch will receive 1,000,000 Series A Convertible Preferred shares, 1,500 Series C Convertible Preferred Stock and 1,500,000 shares of common stock. The stock awards are payable 50% upon the signing of the employment agreement and 50% upon the one year anniversary of the employment agreement. The total fair value of the stock awards was $1,750,000, of which $875,000 was recognized immediately upon issuance and the remaining $875,000 will be recognized over the one year service period.

17. SUBSEQUENT EVENTS – CONTINUED

EMPLOYMENT AGREEMENTS – CONTINUED

On July 16, 2015 (the "Effective Date"), the Company entered into an employment agreement with Mr. Michael J. Calise to serve as the Company's Chief Executive Officer, pursuant to which Mr. Calise will be compensated at the rate of $275,000 per annum. In addition, Mr. Calise will be entitled to receive (1) 3,584,400 shares of convertible preferred stock with an exercise price of $0.70, (2) 1,588,016 options with an exercise price of $1.00, (3) 26,422 options with an exercise price of $1.50, (4) 287,970 options with an exercise price of $2.00 and (5) 1,500 options with an exercise price of $3.00. Each of the options shall vest and become exercisable at the rate of 25% of the total number of shares on the twelve (12) month anniversary of the Effective Date and 1/16 of the total number of shares each quarter thereafter on the quarterly anniversary of the Effective Date. In addition, Mr. Calise will receive a signing bonus consisting of (i) 220,588 shares of the Company's common stock valued at $75,000 and (ii) a $25,000 cash payment. Mr. Calise will also be eligible for an annual performance bonus of $100,000, payable in the form of cash or stock at the discretion of the Company, and paid time off of 20 days per annum. Upon termination by the Company other than for cause, death, disability, or if Mr. Calise resigns for good reason, Mr. Calise will be entitled to: (i) a lump sum payment equal to nine (9) months of salary as then in effect, (ii) a prorated annual performance bonus, (iii) reimbursement of COBRA premiums for a period of (12) months and (iv) (9) months of accelerated vesting with respect to Mr. Calise's then-outstanding equity awards. In addition to the preceding termination benefits, if Mr. Calise is terminated three months or less prior to, or upon, or within twelve months following a change of control, Mr. Calise will be entitled to accelerated vesting of then-outstanding equity awards ranging from an additional three months up to 100% acceleration of vesting.

Effective July 24, 2015, the Company amended its employment agreement with Mr. Michael D. Farkas such that Mr. Farkas was appointed the Company's Chief Visionary Officer and shall no longer serve as the Company's Chief Executive Officer. Mr. Farkas will continue to serve as the Company's Executive Chairman of the Board. The employment agreement has a four month term. The amended employment agreement specified the following: (i) in the event of a sale of the Company within one year of July 24, 2015, Mr. Farkas shall be entitled to receive an incentive payment equal to 1% of the gross sale price; (ii) in satisfaction of amounts previously owed to Mr. Farkas, the Company issued 4,000 shares of Series C Convertible Preferred stock valued at $400,000; and (iii) all outstanding options and warrants shall vest immediately.

BUSINESS AGREEMENTS

On May 19, 2015, the Company entered into an agreement to purchase of 15,000 chargers over three years pending: (i) the submission of a purchase order for 15,000 chargers to be delivered in a mutually agreed product delivery forecast, (ii) the payment of an initiation fee, as defined, (iii) sign off on a mutually agreed product schedule and (iv) a three year delivery forecast. The value of the chargers in the aggregate is in the range of $10.3 million to $16.5 million depending on model and ordering quantity of respective model. On June 26, 2015, the Company paid the initiation fee of $83,000 in full.

On April 2, 2015, Nissan North America ("Nissan") notified the Company of the termination of the joint marketing agreement with the Company as a result of the Company's material default of the agreement in 2015. As a result, Nissan notified the Company of its intent to repossess the 31 uninstalled fast chargers currently held at a third party facility that had a carrying amount of $462,532 and was included within other assets and deferred revenue on the consolidated balance sheet as of December 31, 2014. The parties reached an agreement on July 23, 2015 that Nissan would take possession of 28 uninstalled fast chargers held at the third party facility.

CONVERTIBLE NOTE PAYABLE

On February 20, 2015, the Company renegotiated the terms of the convertible note such that the due date was extended to March 31, 2015. In connection with the extension, the Company issued the investor an immediately vested five-year warrant to purchase 400,000 shares of the Company's common stock at $1.00 per share. On May 1, 2015, the Company further renegotiated the terms of the convertible note such that: (i) the unpaid balance would accrue interest at the rate of 2% per month effective April 1, 2015 and (ii) the balance was due as of June 1, 2015. In connection with the extension, the Company: (i) issued the lender an immediately vested five-year warrant to purchase 50,000 shares of the Company's common stock at $1.00 per share and (ii) extended the expiration dates of warrants issued in October 2012 to purchase 150,000 shares of the Company's common stock to the lender and its affiliates from October 2015 to October 2017. On November 9, 2015, the Company further renegotiated the terms of the convertible note such that: (i) the Company shall pay the lender $61,000 comprised of $50,000 of principal and interest of $11,000; (ii) interest payable on the note accrues interest at a rate of 1.5% per month effective April 1, 2015 and (iii) the maturity date was extended to February 29, 2016. In connection with the extension, the Company issued the lender an immediately vested five-year warrant to purchase 280,000 shares of the Company's common stock at $1.00 per share. Through December 7, 2015, the Company has paid an aggregate of $170,008 to the lender inclusive of accrued interest such that a principal balance of $50,000 remains outstanding.

17. SUBSEQUENT EVENTS – CONTINUED

LITIGATION AND DISPUTES

On January 20, 2015, the Ecotality Official Committee of Unsecured Creditors ("Committee") filed a motion to set aside Confirmation Order Pursuant to Bankruptcy Rule 9024 ("Order") requesting that the Bankruptcy court set aside a prior order confirming a Plan of Reorganization ("Plan"), previously confirmed by the Court on December 31, 2014, to which a wholly-owned subsidiary ("subsidiary") of the Company was a party, due to the alleged failure by the subsidiary and the Company to perform certain obligations as required by the Order and alleged misrepresentations, non-disclosures and other alleged actions in relation thereto. On February 2, 2015, the Committee then initiated an adversary proceeding in the Bankruptcy Case and filed a complaint against the Company requesting the same relief and reserving all rights and remedies regarding civil causes of action or damages against the defendants. The matter has been resolved between the parties.

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, who has not taken delivery or made payment to the contract price of $737,425. ITT Cannon also seeks cost of attorney's fees as well as punitive damages. ITT Cannon has chosen the Honorable William F. McDonald Ret. as the arbitrator. The parties have agreed on a single arbitrator and are working to schedule the arbitration. The Company contends that the product was not in accordance with the specifications in the purchase order and, as such, believes the claim is without merit.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC. See Note 4 – Acquisitions – 350 Green Acquisition for additional details associated with the ruling of the United States District Court for the Northern District of Illinois.

OPERATING LEASE

On July 31, 2015, the lease agreement for the Company's corporate headquarters in Miami Beach, Florida was amended such that the amended lease term begins on August 1, 2015 and ends on September 30, 2018. Monthly lease payments are approximately $20,000 for a total of approximately $755,000 for the total term of the lease.

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of October 14, 2015 between Car Charging Group, Inc., a Nevada corporation (the "Company"), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) promulgated thereunder (meaning, an offering of securities not involving a general solicitation), the Company desires to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.5.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Certificate of Designation" means the Certificate of Designation of the Series C Preferred Stock, par value $0.001 per share, in the form attached hereto as Exhibit B.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchasers' obligations to pay the Subscription Amount and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Shares" includes the Shares of Common Stock issuable upon conversion of the Preferred Shares.

"Common Stock" means the common stock of the Company, par value $0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company Counsel" means Szaferman Lakind Blumstein & Blader, PC, with offices located at 101 Grovers Mill Road, Second Floor, Lawrenceville, New Jersey 08648.

"Covered Executives" means the Company's Chief Executive Officer and all members of the Board of Directors other than Andrew Shapiro.

"Disclosure Schedules" shall have the meaning ascribed to such term in Section 3.1.

"Effective Date" means the earliest of the date that (a) the initial Registration Statement has been declared effective by the Commission, (b) all of the Registrable Securities have been sold pursuant to Rule 144 or may be sold pursuant to Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 and without volume or manner-of-sale restrictions or (c) following the one year anniversary of the Closing Date provided that a holder of Registrable Securities is not an Affiliate of the Company, all of the Registrable Securities may be sold pursuant to an exemption from registration under Section 4(1) of the Securities Act without volume or manner-of-sale restrictions and Company Counsel has delivered to such holders a standing written unqualified opinion that resales may then be made by such holders of the Registrable Securities pursuant to such exemption which opinion shall be in form and substance reasonably acceptable to such holders.

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(r).

"Exchange Securities" shall have the meaning set forth in Section 7.2.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exempt Issuance" means the issuance of (a) shares of Common Stock or options to consultants, employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by the Board of Directors, (b) securities upon the exercise or exchange of or conversion of any Securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement and/or other securities exercisable, exchangeable or issuable pursuant to contractual obligations outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended.

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Indebtedness" shall have the meaning ascribed to such term in Section 3.1(aa).

"Intellectual Property Rights" shall have the meaning ascribed to such term in Section 3.1(o).

"Legend Removal Date" shall have the meaning ascribed to such term in Section 4.1(c).

"Liens" means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" shall have the meaning assigned to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(m).

"Participation Maximum" shall have the meaning ascribed to such term in Section 4.10(a).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Pre-Notice" shall have the meaning ascribed to such term in Section 4.10(b).

"Preferred Shares" means shares of Series C Preferred Stock, par value $0.001 per share, of Company provided for in the Certificate of Designation, which form is attached hereto as Exhibit B, to be issued to Purchaser pursuant to this Agreement.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Public Information Failure" shall have the meaning ascribed to such term in Section 4.2(b).

"Public Information Failure Payments" shall have the meaning ascribed to such term in Section 4.2(b).

"Purchaser Party" shall have the meaning ascribed to such term in Section 4.8.

"Purchase Price" equals $60.00.

"Registrable Securities" shall have the meaning ascribed to it in the Registration Rights Agreement.

"Registration Rights Agreement" means the Registration Rights Agreement, dated the date hereof, among the Company and the Purchasers, in the form of Exhibit A attached hereto.

"Registration Statement" means a registration statement meeting the requirements set forth in the Registration Rights Agreement and covering the resale by the Purchasers of the Common Shares and the Warrant Shares.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Required Purchasers" means by approval of holders of sixty percent (60%) of the aggregate amount of Preferred Shares then outstanding.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities" means the Preferred Shares, Common Shares, the Warrants, and the Warrant Shares.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Series A Agreement" shall have the meaning ascribed to such term in Section 4.13.

"Shares" include the Preferred Shares, the Common Shares, and the Warrant Shares.

"Short Sales" means all "short" sales as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"Stated Value" means $100 per share of Series C Preferred Stock, par value $0.001 per share.

"Subscription Amount" means, as to each Purchaser, the aggregate amount to be paid for Shares and Warrants purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars and in immediately available funds.

"Subsequent Financing" shall have the meaning ascribed to such term in Section 4.10(a).

"Subsidiary" means any subsidiary of the Company as set forth on Schedule 3.1(a) and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Markets (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Certificate of Designation, the Warrants, the Registration Rights Agreement, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means Worldwide Stock Transfer, LLC, the current transfer agent of the Company, with a mailing address of 433 Hackensack Avenue, Hackensack, New Jersey 07601 and a facsimile number of (201) 820-2010, and any successor transfer agent of the Company.

"Variable Rate Transaction" shall have the meaning ascribed to such term in Section 4.21.

"Warrants" means, collectively, the Common Stock purchase warrants delivered to the Purchasers at the Closing in accordance with Section 2.2(a) hereof in the form of Exhibit C attached hereto.

"Warrant Shares" means the shares of Common Stock issuable upon exercise of the Warrants.

ARTICLE II.
PURCHASE AND SALE

2.1 Closing.

(a) On the Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase 18,333 Preferred Shares and 2,618,997 Warrants for an aggregate Purchase Price for each Purchaser equal to such Purchaser's Subscription Amount as set forth on the signature page hereto executed by such Purchaser. The foregoing notwithstanding, Purchaser shall deliver $250,000 on the Closing Date. The remainder of the Subscription Amount shall be delivered by Purchaser on or before October 31, 2015. In the event Purchaser fails to timely deliver such remaining amount, the Company shall have the right to immediately and unilaterally cancel the Preferred Shares and Warrants corresponding to the unpaid portion of the Subscription Amount.

(b) Each Purchaser shall deliver to the Company via wire transfer or a certified check, immediately available funds equal to such Purchaser's Subscription Amount as set forth on the signature page hereto executed by such Purchaser, and the Company shall deliver to each Purchaser its respective Preferred Shares and a Warrant, as determined pursuant to Section 2.2(a), and the Company and each Purchaser shall deliver the other items set forth in Section 2.2 deliverable at the Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at such location as the parties shall mutually agree.

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to each Purchaser the following:

(i) this Agreement duly executed by the Company;

(ii) a Warrant registered in the name of such Purchaser to purchase up to a number of shares of Common Stock equal to 100% of the shares of Common Stock that such Purchaser could convert its Preferred Shares into, with an exercise price equal to $1.00, subject to adjustment therein (such Warrant certificate may be delivered within three Trading Days of the Closing Date);

(iii) a certified copy of the Articles of Incorporation of the Company, as amended to date, dated within 10 days of the Closing Date;

(iv) a Certificate of Good Standing of the Company, dated within 10 days of the Closing Date;

(v) a Certificate of the Secretary of the Company, in customary form;

(vi) a Certificate of the Chief Executive Officer ("CEO") of the Company, in customary form;

(vii) a letter on Company letterhead containing the wire instructions for the Company's bank account to which the Subscription Amounts should be delivered;

(viii) the Registration Rights Agreement duly executed by the Company;

(ix) certificates of the Preferred Shares; and

(x) an agreement with the Covered Executives providing for the compensation reduction and deferral described in this agreement, as necessary; and

(xi) a copy of the amendment to the Series A Preferred Stock designation filed with the State of Nevada reflecting the Series A Agreement in accordance with Section 4.13.

(b) On or prior to the Closing Date, each Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by such Purchaser; and

(ii) the Registration Rights Agreement duly executed by such Purchaser.

2.3 Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all respects on the Closing Date of the representations and warranties of the Purchasers contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of each Purchaser required to be performed at or prior to the Closing Date shall have been performed; and

(iii) the delivery by each Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(b) The respective obligations of the Purchasers hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all respects when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(iv) The Company has obtained all Required Approvals;

(v) there shall have been no Material Adverse Effect with respect to the Company since the date of its last quarterly report on Form 10-Q filed with the Commission;

(vi) a copy of the valid Lock-Up Agreement duly executed and delivered by the Company in accordance with Section 4.12;

(vii) a copy of the amendment to the Series A Preferred Stock designation filed with the State of Nevada reflecting the Series A Agreement in accordance with Section 4.13 has been delivered;

(viii) the Company shall have appointed a full time Chief Operating Officer ("COO") and employed either a full time Chief Financial Officer ("CFO") or an interim CFO (with a commitment to hire a full-time permanent CFO within a specified timeframe), all of which is satisfactory to the Company and the Purchasers; and

(ix) the salaries of the Covered Executives will be reduced and deferred as set forth in Section 4.14 and evidence thereof shall have been provided to Purchasers.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company . Except as set forth in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to each Purchaser:

(a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on Schedule 3.1(a). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of this Agreement and the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.4 of this Agreement, (ii) the filing with the Commission pursuant to the Registration Rights Agreement, (iii) the notice and/or application(s) to each applicable Trading Market for the issuance and sale of the Securities and the listing of the Common Shares and Warrant Shares for trading thereon in the time and manner required thereby, and (iv) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

(f) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens other than restrictions on transfer provided for in the Transaction Documents. The Warrant Shares and Common Shares, when issued in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and nonassessable, free and clear of all Liens other than restrictions on transfer provided for in the Transaction Documents.

(g) Capitalization. The capitalization of the Company is as set forth on Schedule 3.1(g), which Schedule 3.1(g) shall also include the number of shares of Common Stock owned beneficially, and of record, by Affiliates of the Company as of the date hereof. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock pursuant to the Company's incentive stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. Except as otherwise set forth on Schedule 3.1(g): (i) no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents; (ii) except as a result of the purchase and sale of the Securities, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents; and (iii) the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchasers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. Except as disclosed on Schedule 3.1(h), the Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports"). As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Except as disclosed in our SEC Reports, since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof: (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans, employment agreements or director's agreements. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement or as set forth on Schedule 3.1(i), no event, liability, fact, circumstance, occurrence or development has occurred or exists, or is reasonably expected to occur or exist, with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition, that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 Trading Day prior to the date that this representation is made.

(j) Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign, including, without limitation, FINRA or any predecessor regulator) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Except as set forth on Schedule 3.1(j), neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company or its Subsidiaries, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Except as set forth in Schedule 3.1(l), neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other governmental authority or (iii) is or has been in material violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters.

(m) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(n) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(o) Intellectual Property. The Company and the Subsidiaries own, or have legal rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as described in the SEC Reports as necessary or required for use in connection with their respective businesses and which the failure to do so could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement and which the failure to do so could have a Material Adverse Effect. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as could not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage at least equal to the aggregate Subscription Amount. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(q) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $50,000 other than for: (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(r) Sarbanes-Oxley; Internal Accounting Controls. The Company and the Subsidiaries are in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company and the Subsidiaries as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company and its Subsidiaries that have materially affected, or is reasonably likely to materially affect, the internal control over financial reporting of the Company or its Subsidiaries.

(s) Certain Fees. No brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by the Transaction Documents.

(t) Private Placement. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchasers as contemplated hereby. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of the Trading Market.

(u) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(v) Registration Rights. Other than each of the Purchasers and the any shareholders listed on Schedule 3.1(v), no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

(w) Listing and Maintenance Requirements. The Company is required to file periodic reports pursuant to Section 15(d) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

(x) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchasers as a result of the Purchasers and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the Purchasers' ownership of the Securities.

(y) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information that would prevent the Purchasers from consummating the transaction contemplated hereby. The Company understands and confirms that the Purchasers will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company and its Subsidiaries, their respective businesses and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that no Purchaser makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(z) No Integrated Offering. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3.2, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(aa) Solvency. Except as set forth on Schedule 3.1(aa), based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder: (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. Schedule 3.1(aa) sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(bb) Tax Status. Except as set forth on Schedule 3.1(bb), the Company and its Subsidiaries each (i) has made or filed all United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(cc) No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchasers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(dd) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has: (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of FCPA.

(ee) Accountants. The Company's accounting firm is set forth on Schedule 3.1(ee) of the Disclosure Schedules. To the knowledge and belief of the Company, such accounting firm: (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report for the fiscal year ending December 31, 2014.

(ff) No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants and lawyers formerly or presently employed by the Company and the Company is current with respect to any fees owed to its accountants and lawyers which could affect the Company's ability to perform any of its obligations under any of the Transaction Documents.

(gg) Acknowledgment Regarding Purchasers' Purchase of Securities. The Company acknowledges and agrees that each of the Purchasers is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated thereby and any advice given by any Purchaser or any of their respective representatives or agents in connection with the Transaction Documents and the transactions contemplated thereby is merely incidental to the Purchasers' purchase of the Securities. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement and the other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(hh) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(ii) Stock Option Plans. Each stock option granted by the Company under the Company's stock option plan was granted (i) in accordance with the terms of the Company's stock option plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(jj) Office of Foreign Assets Control. Neither the Company nor any Subsidiary nor, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any Subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(kk) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Purchaser's request.

(ll) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(mm) No Disqualification Events. With respect to Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act ("Regulation D Securities"), none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchasers a copy of any disclosures provided thereunder.

(nn) Other Covered Persons. The Company is not aware of any person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

(oo) Notice of Disqualification Events. The Company will notify the Purchasers in writing, prior to the Closing Date of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person.

3.2 Representations and Warranties of the Purchasers. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein):

(a) Organization; Authority. Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Own Account. Such Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such Securities in violation of the Securities Act or any applicable state securities law and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities law (this representation and warranty not limiting such Purchaser's right to sell the Securities pursuant to the Registration Statement or otherwise in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business.

(c) Purchaser Status. At the time such Purchaser was offered the Securities, it was, and as of the date hereof it is, and on each date on which it exercises any Warrants, it will be either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

(d) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

(e) General Solicitation. Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

(f) Opportunity to Obtain Information. Such Purchaser acknowledges that representatives of the Company have made available to such Purchaser the opportunity to review the books and records of the Company and its Subsidiaries and to ask questions of and receive answers from such representatives concerning the business and affairs of the Company and its Subsidiaries.

(g) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, such Purchaser has not directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with such Purchaser, executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that such Purchaser first received a term sheet (written or oral) from the Company or any other Person representing the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement, such Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

The Company acknowledges and agrees that the representations contained in Section 3.2 shall not modify, amend or affect such Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transaction contemplated hereby.

ARTICLE IV.
OTHER AGREEMENTS OF THE PARTIES

4.1 Transfer Restrictions.

(a) The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of a Purchaser or in connection with a pledge as contemplated in Section 4.1(b), the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and the Registration Rights Agreement and shall have the rights and obligations of a Purchaser under this Agreement and the Registration Rights Agreement.

(b) The Purchasers agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Securities in the following form:

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

The Company acknowledges and agrees that a Purchaser may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and who agrees to be bound by the provisions of this Agreement and the Registration Rights Agreement and, if required under the terms of such arrangement, such Purchaser may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Purchaser's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities, including, if the Securities are subject to registration pursuant to the Registration Rights Agreement, the preparation and filing of any required prospectus supplement under Rule 424(b)(3) under the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of Selling Stockholders (as defined in the Registration Rights Agreement) thereunder.

(c) Certificates evidencing the Common Shares and Warrant Shares shall not contain any legend (including the legend set forth in Section 4.1(b) hereof), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Common Shares or Warrant Shares pursuant to Rule 144, (iii) if such Securities are eligible to be sold, assigned or transferred under Rule 144 (provided that a Purchaser provides the Company with reasonable assurances that such Securities are eligible for sale, assignment or transfer under Rule 144 which shall not include an opinion of Purchaser's counsel), or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Effective Date if required by the Transfer Agent to effect the removal of the legend hereunder. If all or any portion of a Warrant is exercised at a time when there is an effective registration statement to cover the resale of the Warrant Shares, or if such Common Shares or Warrant Shares may be sold under Rule 144 and the Company is then in compliance with the current public information required under Rule 144, or if the Common Shares or Warrant Shares may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Common Shares or Warrant Shares or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Common Shares and Warrant Shares shall be issued free of all legends. The Company agrees that following the Effective Date or at such time as such legend is no longer required under this Section 4.1(c), it will, no later than three Trading Days following the delivery by a Purchaser to the Company or the Transfer Agent of a certificate representing Common Shares or Warrant Shares, as the case may be, issued with a restrictive legend (such third Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to such Purchaser a certificate representing such shares that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 4. Certificates for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the Depository Trust Company System as directed by such Purchaser.

(d) Each Purchaser, severally and not jointly with the other Purchasers, agrees with the Company that such Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding.

4.2 Furnishing of Information; Public Information.

(a) If the Common Stock is not registered under Section 12(b) or 12(g) of the Exchange Act on the date hereof, the Company agrees to cause the Common Stock to be registered under Section 12(g) of the Exchange Act on or before the 120th calendar day following the date hereof. Until the earliest of the time that (i) no Purchaser owns Securities or (ii) the Warrants have expired, the Company covenants to maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

(b) At any time during the period commencing from the six (6) month anniversary of the date hereof and ending at such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company shall fail for any reason to satisfy the current public information requirement under Rule 144(c) (a "Public Information Failure") then, in addition to such Purchaser's other available remedies, the Company shall pay to a Purchaser, in cash or in PIK Shares, as partial liquidated damages and not as a penalty, whether to pay in cash or in PIK Shares is at the Company's sole discretion, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to one percent (1.0%) of the aggregate Subscription Amount of such Purchaser's Securities on the day of a Public Information Failure and on every thirtieth (30th) day (pro rated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Purchasers to transfer the Common Shares and Warrant Shares pursuant to Rule 144. The payments to which a Purchaser shall be entitled pursuant to this Section 4.2(b) are referred to herein as "Public Information Failure Payments." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3rd) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. Nothing herein shall limit such Purchaser's right to pursue actual damages for the Public Information Failure, and such Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

4.3 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities or that would be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any Trading Market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

4.4 Securities Laws Disclosure; Publicity. The Company shall (a) by 9:30 a.m. (New York City time) on the Trading Day immediately following the date hereof, issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Purchasers that it shall have publicly disclosed all material, non-public information delivered to any of the Purchasers by the Company or any of its Subsidiaries, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. The Company and each Purchaser shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of any Purchaser, or without the prior consent of each Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of any Purchaser, or include the name of any Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of such Purchaser, except: (a) as required by federal securities law in connection with (i) any registration statement contemplated by the Registration Rights Agreement and (ii) the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchasers with prior notice of such disclosure permitted under this clause (b).

4.5 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that any Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that any Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Securities under the Transaction Documents or under any other agreement between the Company and the Purchasers.

4.6 Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company covenants and agrees that neither it, nor any other Person acting on its behalf, will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information, unless prior thereto such Purchaser shall have entered into a written agreement with the Company regarding the confidentiality and use of such information. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.7 Use of Proceeds. The Company shall use the net proceeds from the sale of the Securities hereunder for working capital purposes.

4.8 Indemnification of Purchasers. Subject to the provisions of this Section, the Company will indemnify and hold each Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Purchaser Parties in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of such Purchaser Parties, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of such Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings such Purchaser Parties may have with any such stockholder or any violations by such Purchaser Parties of state or federal securities laws or any conduct by such Purchaser Parties which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Purchaser Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of such Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (y) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (z) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by such Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.9 Listing of Common Stock. The Company hereby agrees to use best efforts to maintain the listing or quotation of the Common Stock on the Trading Market on which it is currently listed, and concurrently with the Closing, the Company shall apply to list or quote all of the Common Shares and Warrant Shares on such Trading Market and promptly secure the listing of all of the Common Shares and Warrant Shares on such Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the Common Shares and Warrant Shares, and will take such other action as is necessary to cause all of the Common Shares and Warrant Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing or quotation and trading of its Common Stock on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market.

4.10 Right of Participation.

(a) In addition, for a period commencing on the Closing Date and terminating on the twelve (12) month anniversary of the Closing Date, the Company agrees not to participate in any offer or sale of equity or debt securities (a "Subsequent Financing") without offering to the Purchasers the opportunity to purchase up to a minimum of 35% of the securities offered in such Subsequent Financing (the "Participation Maximum") on the same terms, conditions and price provided for in the Subsequent Financing.

(b) At least five (5) Trading Days prior to the closing of the Subsequent Financing, the Company shall deliver to each Purchaser a written notice of its intention to effect a Subsequent Financing ("Pre-Notice"), which Pre-Notice shall ask such Purchaser if it wants to review the details of such financing (such additional notice, a "Subsequent Financing Notice"). Upon the request of a Purchaser, and only upon a request by such Purchaser, for a Subsequent Financing Notice, the Company shall promptly, but no later than one (1) Trading Day after such request, deliver a Subsequent Financing Notice to such Purchaser. The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person or Persons through or with whom such Subsequent Financing is proposed to be effected and shall include a term sheet or similar document relating thereto as an attachment.

(c) Any Purchaser desiring to participate in such Subsequent Financing must provide written notice to the Company by not later than 5:30 p.m. (New York City time) on the fifth (5th) Trading Day after such Purchaser's receipt of the Pre-Notice, that such Purchaser is willing to participate in the Subsequent Financing, the amount of such Purchaser's participation, and representing and warranting that such Purchaser has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If the Company receives no such notice from a Purchaser as of such fifth (5th) Trading Day, such Purchaser shall be deemed to have notified the Company that it does not elect to participate.

(d) If by 5:30 p.m. (New York City time) on the fifth (5th) Trading Day after all of the Purchasers have received the Pre-Notice, notifications by the Purchasers of their willingness to participate in the Subsequent Financing (or to cause their designees to participate) cover, in the aggregate, less than the total amount of the Subsequent Financing, then the Company may effect the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice.

(e) If by 5:30 p.m. (New York City time) on the fifth (5^{th}) Trading Day after all of the Purchasers have received the Pre-Notice, the Company receives responses to a Subsequent Financing Notice from Purchasers seeking to purchase more than the aggregate amount of the Participation Maximum, each such Purchaser shall have the right to purchase its Pro Rata Portion (as defined below) of the Participation Maximum. "Pro Rata Portion" means the ratio of (x) the Subscription Amount of Securities purchased on the Closing Date by a Purchaser participating under this Section 4.10 and (y) the sum of the aggregate Subscription Amounts of Securities purchased on the Closing Date by all Purchasers participating under this Section 4.10 plus the aggregate subscription amounts of investors that acquire Preferred Shares for Exchange Securities that are participating in such Subsequent Financing pursuant to participation rights granted to such investors under such agreements that are substantially similar to this Section 4.10.

(f) The Company must provide the Purchasers with a second Subsequent Financing Notice, and the Purchasers will again have the right of participation set forth above in this Section 4.10, if the Subsequent Financing subject to the initial Subsequent Financing Notice is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within thirty (30) Trading Days after the date of the initial Subsequent Financing Notice.

(g) The Company and each Purchaser agree that if any Purchaser elects to participate in the Subsequent Financing, the transaction documents related to the Subsequent Financing shall not include any term or provision whereby such Purchaser shall be required to agree to any restrictions on trading as to any of the Securities purchased hereunder or be required to consent to any amendment to or termination of, or grant any waiver, release or the like under or in connection with, this Agreement, without the prior written consent of such Purchaser.

(h) Notwithstanding anything to the contrary in this Section 4.10 and unless otherwise agreed to by such Purchaser, the Company shall either confirm in writing to such Purchaser that the transaction with respect to the Subsequent Financing has been abandoned or shall publicly disclose its intention to issue the securities in the Subsequent Financing, in either case in such a manner such that such Purchaser will not be in possession of any material, non-public information, by the tenth (10th) Business Day following delivery of the Subsequent Financing Notice. If by such tenth (10th) Business Day, no public disclosure regarding a transaction with respect to the Subsequent Financing has been made, and no notice regarding the abandonment of such transaction has been received by such Purchaser, such transaction shall be deemed to have been abandoned and such Purchaser shall not be deemed to be in possession of any material, non-public information with respect to the Company or any of its Subsidiaries.

(i) Notwithstanding the foregoing, this Section 4.10 shall not apply in respect of an Exempt Issuance.

4.11 Equal Treatment of Purchasers. Except pursuant to Article VI herein or otherwise agreed to in writing by the Company and the Purchasers, no consideration (including any modification of any Transaction Document) shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration is also offered to all of the parties to this Agreement but excluding any reimbursement of actual out-of-pocket expenses. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and is intended for the Company to treat the Purchasers as a class and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of Securities or otherwise.

4.12 Lock-Up. The lock-up agreements (the "Lock-Up Agreements") signed by the Company's executive officers and directors or other related parties under control of the Company in conjunction with the December 23, 2014 Securities Purchase Agreement executed between the Company and Purchaser shall remain in full force and effect.

4.13 Supermajority Voting Rights and Liquidation. The Supermajority voting rights and Liquidation Preferences of the Series A Preferred Shares shall be suspended until the Preferred Shares are redeemed or converted (the "Series A Agreement"). During such time of suspension, the Series A Preferred will be treated strictly on an as-converted basis, meaning the voting rights of the Company of each Series A Preferred share will equate to 2.5 shares of Common Stock (the " As-Converted Basis"). Upon redemption or conversion of all of the Preferred Shares, the Series A Preferred voting rights and liquidation preferences shall no longer be suspended, but the terms of their reinstatement (and any consideration thereupon) shall be determined by the Company's Board of Directors.

4.14 Salaries. The salaries and fees of the Covered Executives accruing from and after the Closing Date will be reduced and deferred until such time as all the funds have been released from the Escrow Account. Until such time: (i) the salary of Michael D. Farkas shall be reduced to $20,000 per month, paid in cash, and the remaining amount deferred and paid in Preferred Shares or as otherwise determined by the Board of Directors; and (ii) salaries of the Board of Directors shall either be deferred and accrue or be paid in Common Stock. The value of the current accrued deferred salaries owed to the Covered Executives as of the Closing Date shall be paid to the respective parties in Preferred Shares (at the Stated Value) on the Closing Date. To the extent that the salaries of Michael D. Farkas and the Board of Directors are no longer deferred, such salaries may only be paid out to the extent the payment would not put the Company in a negative operating cash flow position for any such pay period.

4.15 Certain Transactions and Confidentiality. Each Purchaser, severally and not jointly with the other Purchasers, covenants that neither it, nor any Affiliate acting on its behalf or pursuant to any understanding with it will execute any purchases or sales, including Short Sales, of any of the Company's securities during the period commencing with the execution of this Agreement and ending at such time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4. Each Purchaser, severally and not jointly with the other Purchasers, covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company pursuant to the initial press release as described in Section 4.4, such Purchaser will maintain the confidentiality of the existence and terms of this transaction and the information included in the Transaction Documents and the Disclosure Schedules. Notwithstanding the foregoing, and notwithstanding anything contained in this Agreement to the contrary, the Company expressly acknowledges and agrees that (i) no Purchaser makes any representation, warranty or covenant hereby that it will not engage in effecting transactions in any securities of the Company after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4, (ii) no Purchaser shall be restricted or prohibited from effecting any transactions in any securities of the Company in accordance with applicable securities laws from and after the time that the transactions contemplated by this Agreement are first publicly announced pursuant to the initial press release as described in Section 4.4 and (iii) no Purchaser shall have any duty of confidentiality to the Company or its Subsidiaries after the issuance of the initial press release as described in Section 4.4. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Purchaser's assets, the covenant set forth above shall only apply with respect to the portion of assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement.

4.16 Form D; Blue Sky Filings. The Company agrees to timely file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof, promptly upon request of any Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Securities for, sale to the Purchasers at the Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Purchaser.

4.17 Acknowledgment of Dilution. The Company acknowledges that the issuance of the Securities may result in dilution of the outstanding shares of Common Stock, which dilution may be substantial under certain market conditions. The Company further acknowledges that its obligations under the Transaction Documents, including, without limitation, its obligation to issue the Common Shares and Warrant Shares pursuant to the Transaction Documents, are unconditional and absolute and not subject to any right of set off, counterclaim, delay or reduction, regardless of the effect of any such dilution or any claim the Company may have against any Purchaser and regardless of the dilutive effect that such issuance may have on the ownership of the other stockholders of the Company.

4.18 No Short Sales. For so long as any Purchaser holds Securities, neither Purchaser nor any of its Affiliates nor any entity managed or controlled by each such Purchaser will, directly or indirectly, or cause or assist any Person to (x) enter into or execute any Short Sale or (y) trade in derivative securities to the same effect. For instance, no Purchaser shall engage in any Short Sale which would prevent the Company from exercising its rights under Section 2(f) of the Warrant. Nothing contained herein shall prevent the exercise of a warrant or securities lending in the ordinary course of business by a Purchaser.

4.19 Subsequent Debt and Equity Sales.

(a) From the date hereof until such time as no shares of Preferred Shares are outstanding, the Company shall not incur or enter into any agreement to incur any additional debt, other than working capital financing, debt issued to replace existing debt or an inventory financing transaction or transactions that have been previously approved by the Required Purchasers, without the prior written consent of the Required Purchasers which shall not be unreasonably withheld.

(b) From the date hereof until such time as no shares of Preferred Stock are outstanding, the Company shall not issue or enter into any agreement to issue, or announce the issuance or proposed issuance of any debt or equity securities that are senior, or *pari passu* with, in right to the Preferred Shares without the prior written consent of the Required Purchasers.

4.20 Board Nomination. The Board shall appoint one individual nominated by a majority in interest of the holders of Preferred Shares, such nominee to be reasonably satisfactory to the Board, to serve as a member of the Board until the next annual meeting of stockholders of the Company. The Company shall enter a customary indemnification agreement in favor of such director and shall maintain at all times directors liability insurance in form and amount reasonably satisfactory to such director.

4.21 Prohibition on Variable Rate Transactions. From the date hereof until such time as no Purchaser holds any of the Warrants, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction. "Variable Rate Transaction" means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price. Any Purchaser shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

4.22 Exchange Option. Until the twelve (12) month anniversary of the Closing Date, Purchaser shall have the option to exchange all or a portion of the Preferred Shares purchased pursuant to this Agreement for any securities placed by the Company in a future equity financing transaction, based on a Preferred Share value equal to 125% of the Purchase Price hereunder. Additionally, the parties may, pursuant to a written amendment, agree to amend or adjust the terms of this Agreement and/or the terms applicable to the Preferred Shares purchased hereunder.

ARTICLE V.
COVENANTS OF THE COMPANY

5.1 Related Party Transactions. From the date hereof until such time as no shares of Preferred Stock are outstanding, the Company shall not enter into any transactions of any kind with any officers, affiliates or related parties of the Company (except as contemplated by Section 4.20).

5.2 Board Membership. So long as there are Preferred Shares outstanding, the Company will appoint to the Board one representative that is nominated by a majority of the holders of the Preferred Shares.

5.3 Reservation of Shares. The Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance, no less than 120% of the sum of the number of shares of Common Stock issuable (i) upon conversion of the Preferred Shares issued at the Closing, (ii) upon conversion of the PIK Shares, and (iii) upon exercise of the Warrants issued at the Closing (without taking into account any limitations on the conversion of the Preferred Shares or Warrants).

5.4 Restriction on Redemption and Cash Dividends. So long as any Preferred Shares are outstanding, the Company shall not, directly or indirectly, redeem, or declare or pay any cash dividend or distribution on, the Common Stock without the prior express written consent of the Required Purchasers.

5.5 Corporate Existence. So long as Preferred Shares are outstanding, the Company shall not be party to any Fundamental Transaction (as defined in the Certificate of Designation and Warrants, respectively) unless the Company is in compliance with the applicable provisions governing Fundamental Transactions set forth in the Certificate of Designation and the Warrants.

Notwithstanding the above, any covenant in this Article V may be waived or otherwise amended by the Required Purchasers.

ARTICLE VI.
OMITTED

ARTICLE VII.
MISCELLANEOUS

7.1 Termination. This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the Closing has not been consummated on or before November 1, 2015; provided, however, that such termination will not affect the right of any party to sue for any breach by any other party (or parties).

7.2 Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by a Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchasers. The Company shall reimburse the Purchasers up to $25,000 in Preferred Shares for all actual and reasonable legal fees, consulting expenses, and general expenses related to its due diligence and the negotiation of the Transaction Documents.

7.3 Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

7.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second (2^{nd}) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

7.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Required Purchasers or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

7.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Purchaser (other than by merger). Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchasers."

7.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.8 and this Section7.8.

7.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then in addition to the obligations of the Company under Section 4.8, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

7.10 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities.

7.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

7.12 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

7.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever any Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then such Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights; provided, however, that in the case of a rescission of an exercise of a Warrant, the applicable Purchaser shall be required to return any shares of Common Stock subject to any such rescinded exercise notice concurrently with the return to such Purchaser of the aggregate exercise price paid to the Company for such shares and the restoration of such Purchaser's right to acquire such shares pursuant to such Purchaser's Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

7.14 Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

7.15 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

7.16 Payment Set Aside. To the extent that the Company makes a payment or payments to any Purchaser pursuant to any Transaction Document or a Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

7.17 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereof or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Purchasers with the same terms and Transaction Documents for the convenience of the Company and not because it was required or requested to do so by any of the Purchasers.

7.18 Liquidated Damages. The Company's obligations to pay any partial liquidated damages or other amounts owing under the Transaction Documents is a continuing obligation of the Company and shall not terminate until all unpaid partial liquidated damages and other amounts have been paid notwithstanding the fact that the instrument or security pursuant to which such partial liquidated damages or other amounts are due and payable shall have been canceled.

7.19 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

7.20 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

7.21 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

CAR CHARGING GROUP, INC.

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

Address for Notice:
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139
Fax: (305) 521-0201

With a copy to (which shall not constitute notice):

Szaferman Lakind Blumstein & Blader, PC
Attn: Gregg Jaclin
101 Grovers Mill Road, 2nd Floor
Lawrenceville, NJ 08648
Fax: (609) 275-4511

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[PURCHASER SIGNATURE PAGES TO CCGI SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Facsimile Number of Authorized Signatory: _____

Address for Notice to Purchaser:

Address for Delivery of Securities to Purchaser (if not same as address for notice):

Subscription Amount: $1,100,000

Preferred Shares: 18,333

Warrant Shares: 2,618,997

EIN Number: _____

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of October 14, 2015, between Car Charging Group, Inc., a Nevada corporation (the "Company"), and each of the several purchasers signatory hereto (each such purchaser, a "Purchaser" and, collectively, the "Purchasers").

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of the date hereof, between the Company and each Purchaser (the "Purchase Agreement").

The Company and each Purchaser hereby agrees as follows:

1. Definitions.

Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. In addition to the terms defined elsewhere in this Agreement or the Purchase Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1:

"Advice" shall have the meaning set forth in Section 6(d).

"Effectiveness Date" means, with respect to the Initial Registration Statement required to be filed hereunder, the 180th calendar day following the date hereof (or, in the event of a "full review" by the Commission, the 210th calendar day following the date hereof) and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), the 180th calendar day following the date on which an additional Registration Statement is required to be filed hereunder (or, in the event of a "full review" by the Commission, the 210th calendar day following the date such additional Registration Statement is required to be filed hereunder); provided, however, that in the event the Company is notified by the Commission that one or more of the above Registration Statements will not be reviewed or is no longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the fifth Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above, provided, further, if such Effectiveness Date falls on a day that is not a Trading Day, then the Effectiveness Date shall be the next succeeding Trading Day.

"Filing Date" means, with respect to the Initial Registration Statement required hereunder, the 120th calendar day following the date hereof and, with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

"Holder" or "Holders" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"Initial Registration Statement" means the initial Registration Statement filed pursuant to this Agreement.

"Prospectus" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Registrable Securities" means, as of any date of determination, (a) all Common Shares, (b) all Warrant Shares then issued and issuable upon exercise of the Warrants (assuming on such date the Warrants are exercised in full without regard to any exercise limitations therein), and (c) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such Registrable Securities may be sold without volume or manner of sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders and specifically addressing the Company's former status as a "shell" company for purposes of Rule 144(i) (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company, and all Warrants are exercised by "cashless exercise" as provided in Section 2(c) of each of the Warrants), as reasonably determined by the Company, upon the advice of counsel to the Company.

"Registration Statement" means any registration statement required to be filed hereunder pursuant to Section 2(a) and any additional registration statements contemplated by Section 2(c) or Section 3(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Guidance" means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

2. Registration Statement.

(a) On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement on Form S-1, Form S-3, or other appropriate form which the Company is eligible to use under SEC Guidance in accordance herewith, and shall contain (unless otherwise directed by at least 60% in interest of the Holders) substantially the "Plan of Distribution" attached hereto as Annex A. Subject to the terms of this Agreement, the Company shall use its best efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the applicable Effectiveness Date, and shall use its best efforts to keep such Registration Statement continuously effective under the Securities Act until all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner of sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect and specifically addressing the Company's former status as a "shell" company for purposes of Rule 144(i), addressed and acceptable to the Transfer Agent and the affected Holders (the "Effectiveness Period"). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. Eastern Time on a Trading Day. The Company shall immediately notify the Holders via facsimile or by e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 a.m. Eastern Time on the Trading Day after the effective date of such Registration Statement, file a final Prospectus with the Commission as required by Rule 424. Failure to so notify the Holder within one (1) Trading Day of such notification of effectiveness or failure to file a final Prospectus as foresaid shall be deemed an Event under Section 2(d).

(b) Notwithstanding the registration obligations set forth in Section 2(a), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-1, Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering,; with respect to filing on Form S-1, Form S-3 or other appropriate form, and subject to the provisions of Section 2(d) with respect to the payment of liquidated damages; provided, however, that prior to filing such amendment, the Company shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09.

(c) Notwithstanding any other provision of this Agreement and subject to the payment of liquidated damages pursuant to Section 2(d), if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows:

a. First, the Company shall reduce or eliminate any securities to be included by any Person other than a Holder; and

b. Second, the Company shall reduce Registrable Securities represented by Warrant Shares (applied, in the case that some Warrant Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Common Shares held by such Holders).

c. Third, the Company shall reduce Registrable Securities represented by Common Shares (applied, in the case that some Common Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Warrant Shares held by such Holders).

d. Fourth, the Company shall reduce Registrable Securities represented by any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event (applied, in the case that some securities may be registered, to the Holders on a pro rata basis based on the total number of unregistered securities held by such Holders).

In the event of a cutback hereunder, the Company shall give the Holder at least five (5) Trading Days prior written notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement in accordance with the foregoing, the Company will use its best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-1, Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended.

(d) If: (i) the Initial Registration Statement is not filed on or prior to its Filing Date (if the Company files the Initial Registration Statement without affording the Holders the opportunity to review and comment on the same as required by Section 3(a) herein, the Company shall be deemed to have not satisfied this clause (i)), or (ii) the Company fails to file with the Commission a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the Commission pursuant to the Securities Act, within five Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review, or (iii) prior to the effective date of a Registration Statement, the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the Commission in respect of such Registration Statement within fifteen (15) calendar days after the receipt of comments by or notice from the Commission that such amendment is required in order for such Registration Statement to be declared effective, or (iv) a Registration Statement registering for resale all of the Registrable Securities is not declared effective by the Commission by the Effectiveness Date of the Initial Registration Statement, or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, for more than ten (10) consecutive calendar days or more than an aggregate of fifteen (15) calendar days (which need not be consecutive calendar days) during any 12-month period (any such failure or breach being referred to as an "Event", and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such five (5) Trading Day period is exceeded, and for purpose of clause (iii) the date which such fifteen (15) calendar day period is exceeded, and for purpose of clause (v) the date on which such ten (10) or fifteen (15) calendar day period, as applicable, is exceeded being referred to as "Event Date"), then, in addition to any other rights the Purchasers may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Purchaser an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of 1.0% multiplied by the aggregate Subscription Amount paid by such Purchaser pursuant to the Purchase Agreement The parties agree that the maximum aggregate liquidated damages payable to a Holder under this Agreement shall be 10% of the aggregate Subscription Amount paid by such Holder pursuant to the Purchase Agreement. For the avoidance of any doubt, the Purchasers shall only be entitled to liquidated damages on the Purchase Price paid as part of the Purchase Agreement and shall not be entitled to additional liquidated damages on shares of Preferred Stock owned by virtue of any other transaction with the Company. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event. The Company shall have the option to pay a portion or all liquidated damages related to an Event through the issuance of additional Preferred Shares (the "Preferred Share Payment"). If the Company fails to pay any partial liquidated damages pursuant to this Section in full within 60 days after the date payable, the Company shall pay all liquidated damages related to an Event only through the Preferred Share Payment. If the Company chooses the Preferred Share Payment, the partial liquidated damages shall be equal to 125% of such liquidated damage amount.

3. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five (5) Trading Days prior to the filing of each Registration Statement and not less than one (1) Trading Day prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. Notwithstanding the above, the Company shall not be obligated to provide the Holders advance copies of any universal shelf registration statement registering securities in addition to those required hereunder, or any Prospectus prepared thereto. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than five (5) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex B (a "Selling Stockholder Questionnaire") on a date that is not less than two (2) Trading Days prior to the Filing Date or by the end of the fourth (4^{th}) Trading Day following the date on which such Holder receives draft materials in accordance with this Section.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company or any of its Subsidiaries), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of shares of Common Stock then registered in a Registration Statement, then the Company shall file as soon as reasonably practicable, but in any case prior to the applicable Filing Date, an additional Registration Statement covering the resale by the Holders of not less than the number of such Registrable Securities.

(d) Notify the Holders of Registrable Securities to be sold (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement, and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose, (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus, provided, however, in no event shall any such notice contain any information which would constitute material, non-public information regarding the Company or any of its Subsidiaries.

(e) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(f) Furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that any such item which is available on the EDGAR system (or successor thereto) need not be furnished in physical form.

(g) Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(d).

(h) The Company shall cooperate with any broker-dealer through which a Holder proposes to resell its Registrable Securities in effecting a filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110, as requested by any such Holder, and the Company shall pay the filing fee required by such filing within two (2) Business Days of request therefor.

(i) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the Registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; provided, that, the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(j) If requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(k) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(d) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 3(k) to suspend the availability of a Registration Statement and Prospectus, subject to the payment of partial liquidated damages otherwise required pursuant to Section 2(d), for a period not to exceed 60 calendar days (which need not be consecutive days) in any 12-month period.

(l) Comply with all applicable rules and regulations of the Commission.

(m) The Company shall use its commercially reasonable efforts to maintain eligibility for use of Form S-1, Form S-3 (or any successor form thereto) for the registration of the resale of Registrable Securities.

(n) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of shares of Common Stock beneficially owned by such Holder and, if required by the Commission, the natural persons thereof that have voting and dispositive control over the shares. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities solely because any Holder fails to furnish such information within three Trading Days of the Company's request, any liquidated damages that are accruing at such time as to such Holder only shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with, this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities) and (D) if not previously paid by the Company in connection with an Issuer Filing, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, stockholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (ii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(d), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders in accordance with Section 6(h).

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: (x) such Holder's failure to comply with any applicable prospectus delivery requirements of the Securities Act through no fault of the Company or (y) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent, but only to the extent, that such information relates to such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or in any amendment or supplement thereto or (iii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), to the extent, but only to the extent, related to the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(d), but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. In no event shall the liability of any selling Holder under this Section 5(b) be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that, the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party; provided, that, the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph.

Notwithstanding the provisions of this Section 5(d), no Holder shall be required to contribute pursuant to this Section 5(d), in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b) No Piggyback on Registrations; Prohibition on Filing Other Registration Statements. Except as set forth on Schedule 6(b) attached hereto, neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in any Registration Statements other than the Registrable Securities. The Company shall not file any other registration statements until all Registrable Securities are registered pursuant to one or more Registration Statements that are declared effective by the Commission, provided that this Section 6(b) shall not prohibit the Company from: (i) filing amendments to registration statements filed prior to the date of this Agreement; and (ii) filing a shelf registration statement on Form S-3 for a primary offering by the Company, provided that the Company makes no offering of securities pursuant to such shelf registration statement prior to the effective date of the Registration Statement required hereunder that includes all the Registrable Securities.

(c) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to a Registration Statement.

(d) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(d)(iii) through (vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company agrees and acknowledges that any periods during which the Holder is required to discontinue the disposition of the Registrable Securities hereunder shall be subject to the provisions of Section 2(d).

(e) Piggy-Back Registrations. If, at any time during the Effectiveness Period, there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans, then the Company shall deliver to each Holder a written notice of such determination and, if within fifteen days after the date of the delivery of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered; provided, however, that the Company shall not be required to register any Registrable Securities pursuant to this Section 6(e) that are eligible for resale pursuant to Rule 144 (without volume restrictions or current public information requirements) promulgated by the Commission pursuant to the Securities Act or that are the subject of a then effective Registration Statement.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 60% or more of the then outstanding Registrable Securities (for purposes of clarification, this includes any Registrable Securities issuable upon exercise or conversion of any Security). If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6(f). No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

(h) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities. Each Holder may assign their respective rights hereunder in the manner and to the Persons as permitted under Section 8.7 of the Purchase Agreement.

(i) No Inconsistent Agreements. Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Except as set forth on Schedule 6(i), neither the Company nor any of its Subsidiaries has previously entered into any agreement granting any registration rights with respect to any of its securities to any Person that have not been satisfied in full.

(j) Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(k) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

(l) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(m) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(n) Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(o) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters, and the Company acknowledges that the Holders are not acting in concert or as a group, and the Company shall not asset any such claim, with respect to such obligations or transactions. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Holder. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

(p) Holders not Underwriters. Neither the Company nor any Subsidiary (as defined in the Securities Purchase Agreement) nor affiliate thereof shall identify any Holder as an underwriter in any public disclosure or filing with the Commission or any Trading Market (as defined in the Securities Purchase Agreement) without the prior written consent of such Holder. If the Company is required by law to identify an Investor as an underwriter in any public disclosure or filing with the Commission or any Trading Market, it must notify such Investor in writing in advance (the "Identification Notice") and such Investor shall have the option, in its sole discretion, to consent to such identification as an underwriter or to elect to have the applicable Registrable Securities to be removed from such Registration Statement and excluded from the definition of "Registrable Securities" for all purposes hereunder. If the Investor does not make such election within five (5) Business Days of such Investor receipt of the Identification Notice, such Investor shall be deemed to have elected to have its Registrable Securities excluded from the definition of "Registrable Securities" for all purposes hereunder.

****

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

CAR CHARGING GROUP, INC.

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

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF HOLDERS TO CAR CHARGING GROUP, INC.
REGISTRATION RIGHTS AGREEMENT]

Name of Holder: _____

Signature of Authorized Signatory of Holder: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Annex A

Plan of Distribution

Each Selling Stockholder (the "Selling Stockholders") of the securities and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the principal Trading Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with the sale of the securities or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Because Selling Stockholders may be deemed to be "underwriters" within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. The Selling Stockholders have advised us that there is no underwriter or coordinating broker acting in connection with the proposed sale of the resale securities by the Selling Stockholders.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of securities of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

Annex B

CAR CHARGING GROUP, INC.

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the "Registrable Securities") of Car Charging Group, Inc., a Nevada corporation (the "Company"), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Stockholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Stockholder

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

_____

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

_____

2. Address for Notices to Selling Stockholder:

_____

_____

_____

Telephone: _____
Fax: _____
Contact Person: _____

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes [ ] No [ ]

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes [ ] No [ ]

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes [ ] No [ ]

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes [ ] No [ ]

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Selling Stockholder:

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____ Beneficial Owner: _____

By: _____
Name:
Title:

PLEASE FAX A COPY (OR EMAIL A .PDF COPY) OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601
Miami Beach, FL 33139
Fax: (305-521-0200)
Email: mdf@carcharging.com

Car Charging Group, Inc.
List of Subsidiaries

Entity Name	State of Incorporation
350 Holdings, LLC	FL
Beam Charging, LLC	NY
Blink Acquisition, LLC	FL
Blink N.A., LLC	FL
Blink Network, LLC	AZ
Blink UYA, LLC	FL
Car Charging China Corp.	DE
Car Charging Group (CA), Inc.	CA
Car Charging International, LLC	FL
Car Charging Limited	Ireland
Car Charging, Inc.	DE
CarCharging (UK) Ltd	United Kingdom
CCGI / FOREST CITY, LLC	OH
CCGI / LAH, LLC	PA
CCGI / Mall of America, LLC	MN
CCGI / UPSI, LLC	FL
CCGI / WALCO, LLC	FL
CCGI Holdings, LLC	FL
CCGI/ PAT, LLC	PA
CCGI/Brixmor, LLC	NY
CCGI/FRIT	VA
CCGI/HORM, LLC	FL
CCGI-SPG/WPG, LLC	FL
EV Pass, LLC	NY
EVSE Management, LLC	FL

Exhibit 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 J. Calise, 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 J. Calise*
Michael J. Calise
Chief Executive Officer
(Principal Executive Officer)
December 7, 2015

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, Michael J. Calise, 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 J. Calise*
Michael J. Calise
Chief Executive Officer
(Interim Principal Financial Officer)
December 7, 2015

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, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Calise, 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, 2014, 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, 2014, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

By: */s/ Michael J. Calise*
Michael J. Calise
Chief Executive Officer
(Principal Executive Officer)
December 7, 2015

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, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Calise, 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, 2014, 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, 2014, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

By: */s/ Michael J. Calise*
Michael J. Calise
Chief Executive Officer
(Interim Principal Executive Officer)
December 7, 2015