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

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FORM 10-Q

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2010

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

For the transition period from _____ to _____.

CAR CHARGING GROUP, INC.
(Exact name of registrant as specified in Charter)

Nevada	**33-1155965**	**03-0608147**
(State or other jurisdiction of incorporation or organization)	**(Commission File No.)**	**(IRS Employee Identification No.)**

1691 Michigan Avenue, Suite 425
Miami Beach, FL 33139
(Address of Principal Executive Offices)

_____

(305) 521-0200
(Issuer Telephone number)

_____

(Former Name or Former Address if Changed Since Last Report)

Check whether the issuer (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the issuer was required to file such reports), and (2)has been subject to such filing requirements for the past 90 days. Yes o No 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 filer. See definition of "accelerated filer" and "large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one):

Large Accelerated Filer o Accelerated Filer o Non-Accelerated Filer o Smaller Reporting Company 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 o Noo

Indicate by check mark whether the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act. Yes o No x

State the number of shares outstanding of each of the issuer's classes of common equity, as of November 16, 2010: 89,840,878 shares of common stock.

Explanatory Note: This amended Form 10-Q includes additional exhibits which were not included in the Registrant's initial Form 10-Q filing for the period ended September 30, 2010.

Item 1. Financial Information

CAR CHARGING GROUP, INC.

(A DEVELOPMENT STAGE COMPANY)

FORM 10-Q

September 30, 2010

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PART I-- FINANCIAL INFORMATION

PART II-- OTHER INFORMATION

SIGNATURE

CAR CHARGING GROUP, INC.

(A DEVELOPMENT STAGE COMPANY)

September 30, 2010 and 2009

Index to Financial Statements

CAR CHARGING GROUP, INC.
(A DEVELOPMENT STAGE COMPANY)
Consolidated Balance Sheets

ASSETS

	September 30, 2010 (Unaudited)	December 31, 2009
Current Assets:		
Cash	$ 1,045,822	$ 603,156
Inventory	45,368	72,768
Prepaid expenses and other current assets	92,769	95,694
Total current assets	1,183,959	771,618
OTHER ASSETS:		
Security deposits	36,468	36,257
EV Charging Stations (net of accumulated depreciation of $2,897 and $0, respectively)	24,374	-
Office and computer equipment (net of accumulated depreciation of $ 3,660 and $ 441, respectively)	23,307	17,191
Total other assets	84,149	53,448
TOTAL ASSETS	$ 1,268,108	$ 825,066
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities:		
Accounts payable and accrued expenses	$ 51,910	$ 183,065
Accrued expenses, related parties	5,885	1,900
Current maturities of Convertible notes payable, net of discount of $21,067	63,934	-
Total current liabilities	121,729	184,965
Convertible notes payable, net of discount of $43,247 and current maturities	-	56,753
Derivative liabilities	4,437,211	7,126,823
Total liabilities	4,558,940	7,368,541
Stockholders' Deficit:		
Series A Convertible Preferred stock: $0.001 par value; 20,000,000 shares authorized and designated as Series A; 10,000,000 shares issued and outstanding	10,000	10,000
Common stock: $0.001 par value; 500,000,000 shares authorized; 89,840,878 and 72,824,214 shares issued and outstanding, respectively	89,841	72,825
Additional paid-in capital	9,560,558	174,883
Deficit accumulated during the development stage	(12,951,231)	(6,801,183)
Total Stockholders' Deficit	(3,290,832)	(6,543,475)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 1,268,108	$ 825,066

See accompanying notes to the consolidated financial statements.

CAR CHARGING GROUP, INC.
(A DEVELOPMENT STAGE COMPANY)
Consolidated Statements of Operations
(Unaudited)

	For the Nine Months Ended September 30, 2010	For the Period from September 3, 2009 (Inception) Through September 30, 2009	For the Period from September 3, 2009 (Inception) through September 30, 2010
Revenues	$ -	$ -	$ -
Operating expenses:			
Compensation	7,613,956	6,353	7,877,234
Other operating expenses	154,215	-	194,789
General and administrative	573,111	47	608,046
Total operating expenses	8,341,282	6,400	8,680,069
Loss from operations	(8,341,282)	(6,400)	(8,680,069)
Other (income) expense:			
Interest expense, net	21,345	-	28,987
(Gain) loss on change in fair value of derivative liability	(2,212,579)	-	4,242,175
Total other (income) expense	(2,191,234)	-	4,271,162
Loss before income taxes	(6,150,048)	(6,400)	(12,951,231)
Income tax provision	-	-	-
Net loss	$ (6,150,048)	$ (6,400)	$(12,951,231)
Net loss per common share – basic and diluted	$ (0.08)	$ (0.00)	$ (0.17)
Weighted average number of common shares outstanding – basic and diluted	79,846,344	72,824,214	76,898,746

See accompanying notes to the financial statements.

CAR CHARGING GROUP, INC.
(A DEVELOPMENT STAGE COMPANY)
Consolidated Statement of Operations
(Unaudited)

	For the Three Months Ended September 30, 2010	For the Three Months Ended September 30, 2009
Revenues	$ -	$ -
Operating expenses:		
Compensation	7,227,171	6,353
Other operating expenses	52,474	-
General and administrative	335,755	47
Loss from operations	7,615,400	6,400
Other (income) expense:		
Interest expense, net	6,512	-
(Gain) loss on change in fair value of derivative liability	(3,048,180)	-
Total other (income) expense	(3,041,668)	-
Loss before income taxes	(4,573,732)	(6,400)
Income tax provision	-	-
Net loss	$ (4,573,732)	$ (6,400)
Net loss per common share – basic and diluted	$ (0.05)	$ (0.07)
Weighted average number of common shares outstanding – basic and diluted	85,115,879	72,824,214

See accompanying notes to the consolidated financial statements.

CAR CHARGING GROUP, INC.
(A Development Stage Company)
Consolidated Statement of Stockholders' Deficit
For the Period from September 3, 2009 (inception) to September 30, 2010
(Unaudited)

	Preferred Shares	Preferred Amount	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Total Stockholders' Deficit
Balance at September 3, 2009 (Inception)	-	$ -	50,000,000	$ 50,000	$ (50,000)	$ -	$ -
Reverse acquisition adjustment	10,000,000	10,000	19,757,549	19,758	(70,515)		(40,757)
Sale of common (net of derivative liability of warrants of $586,535)			3,066,665	3,067	295,398		298,465
Net loss						(6,801,183)	(6,801,183)
Balance at December 31, 2009	10,000,000	10,000	72,824,214	72,825	174,883	(6,801,183)	(6,543,475)
Common stock issued for debt to founders			4,600,000	4,600			4,600
Common stock issued for services			1,058,333	1,058	461,871		462,929
Common stock issued for conversion of convertible notes (net of derivative liability for conversion feature of $ 552,872)			6,000,000	6,000	561,871		567,871
Sale of common stock with warrants attached (net of derivative liability on 191,665 warrants of $ 75,839)			191,665	191	(18,531)		(18,340)
Common stock issued for cash			5,166,666	5,167	1,385,380		1,390,547
Warrants issued for services					6,995,084		6,995,084
Net loss						(6,150,048)	(6,150,048)
Balance at September 30, 2010	10,000,000	$ 10,000	89,840,878	$ 89,841	$ 9,560,558	$(12,951,231)	$ (3,290,832)

See notes to the consolidated financial statements.

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

	For the Nine Months Ended September 30, 2010	For the Period from September 3, 2009 (Inception) through September 30, 2009	For the Period from September 3, 2009 (Inception) through September 30, 2010
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (6,150,048)	$ (6400)	$(12,951,231)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	6,116	-	6,557
Amortization of discount on convertible notes payable	22,181		28,348
Change in fair value of derivatives liability	(2,212,579)		4,242,175
Common stock and warrants issued for services	7,458,013	-	7,458,013
Changes in operating assets and liabilities:			
Inventory	27,400	(2,478)	(45,368)
Prepaid expenses and other current assets	2,925	-	(92,769)
Security deposit	(211)	-	(36,468)
Accounts payable and accrued expenses	(126,556)	22,892	51,872
Accrued expenses, related party	3,985	-	5,885
Net Cash Provided by (Used in) Operating Activities	(968,774)	14,014	(1,332,986)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of office and computer equipment	(9,335)	-	(26,968)
Purchase of Electric Charging Stations	(27,400)	-	(27,400)
Net Cash Used in Investing Activities	(36,606)	-	(54,238)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from convertible notes payable	-	100,000	100,000
Sale of common stock, net of issuing costs	1,448,046	2,000	2,333,046
Net Cash Provided By Financing Activities	1,448,046	102,000	2, 433,046
NET CHANGE IN CASH	442,666	116,014	1,045,822
CASH AT BEGINNING OF PERIOD	603,156	-	-
CASH AT END OF PERIOD	$ 1,045,822	$ 116,014	$ 1,045,822
SUPPLEMENTAL SCHEDULE OF CASH FLOW ACTIVITIES – Cash Paid For:			
Interest expenses	$ -	$ -	$ -
Income taxes	$ -	$ -	$ -
NONCASH INVESTING AND FINANCING ACTIVITIES:			
Common stock issued for debt	$ 4,600	$	$ 4,600

See accompanying notes to the consolidated financial statements.

CAR CHARGING GROUP, INC.

September 30, 2010
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. ORGANIZATION

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

Car Charging, Inc., (a development stage company), was incorporated as a Delaware corporation on September 3, 2009. Car Charging Inc. was created to develop electric charging service facilities for the electric vehicle (EV) automobile market. Pursuant to its business plan, Car Charging Inc. (or its affiliates) acquires and installs the best available 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. Accordingly, Car Charging, Inc. enters into individual arrangements for this purpose with various property owners, which may include, cities, counties, garage operators, hospitals, shopping-malls and the like large facility owner/operators.

Merger

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

Pursuant to the terms of the Agreement, CCGI agreed to issue an aggregate of 50,000,000 restricted shares of CCGI's common stock and 10,000,000 shares of its Series A Convertible Preferred Stock to the CCI Shareholders in exchange for all of the issued and outstanding shares of CCI.

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

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

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying unaudited interim consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information, and with the rules and regulations of the United States Securities and Exchange Commission ("SEC") for Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited interim financial statements furnished reflect all adjustments (consisting of normal recurring accruals) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of the results for the full year. These financial statements should be read in conjunction with the financial statements of the Company for the year ended December 31, 2009 and notes thereto contained in the Company's Annual Report on Form 10-K as filed with the SEC on April 15, 2010.

The unaudited interim consolidated financial statements include all accounts of CCGI and its wholly-owned subsidiaries as of September 30, 2010, and for the interim periods then ended. All inter-company balances and transactions have been eliminated.

DEVELOPMENT STAGE COMPANY

The Company is a development stage company as defined by ASC 915-10 *"Development Stage Entities"*. The Company is still devoting substantially all of its efforts on establishing the business and its planned principal operations have not commenced. All losses accumulated since inception have been considered as part of the Company's development stage activities.

USE OF ESTIMATES

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

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.

INVENTORY

The Company values inventories, which consist of purchased (EV) charging stations, at cost of $45,368 and $72,768 at September 30, 2010 and December 31, 2009, respectively (at the lower of cost or market). Cost is determined on the first-in and first-out ("FIFO") method. The Company regularly reviews its inventory on hand and, when necessary, records a provision for excess or obsolete inventories based primarily on current selling. The Company determined that there was no inventory obsolescence as of September 30, 2010 or December 31, 2009.

EV CHARGING STATIONS

EV Charging Stations represents the depreciable cost of charging devices that have been installed on the premises of participating owner/operator properties. They are stated at cost less accumulated depreciation. Depreciation is provided on the straight-line basis over an estimated useful life of three years. Upon sale, replacement or retirement, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in consolidated statements of income. Depreciation for the three months and nine months ended September 30, 2010 and for the period from September 3, 2009 (inception) through September 30, 2010 was $1,626, $2,897 and $2,897, respectively.

OFFICE AND COMPUTER EQUIPMENT

Office and computer equipment are stated at cost less accumulated depreciation. Depreciation is provided on the straight-line basis over an estimated useful life of five years. Upon sale or retirement of furniture and fixtures, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in consolidated statements of income. Depreciation for the for the three months and nine months ended September 30, 2010 and for the period from September 3, 2009 (inception) through September 30, 2010 was $1,096, $3,072, and $3,512, respectively.

IMPAIRMENT OF LONG-LIVED ASSETS

The Company has adopted paragraph 360-10-35-17 of the FASB Accounting Standards Codification for its long-lived assets. The Company's long-lived assets, which include EV Charging Stations, office and computer equipment and security deposit, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

The Company assesses the recoverability of its long-lived assets by comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset's expected future discounted cash flows or market value, if readily determinable. If long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the newly determined remaining estimated useful lives. The Company determined that there were no impairments of long-lived assets as of September 30, 2010 and December 31, 2009.

DISCOUNT ON DEBT

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

DERIVATIVE INSTRUMENTS

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

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

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

FAIR VALUE OF FINANCIAL INSTRUMENTS

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

The carrying amounts of the Company's financial assets and liabilities, such as cash, prepaid expenses, accounts payable and accrued expenses, approximate their fair values because of the short maturity of these instruments. The Company's convertible notes payable approximates the fair value of such instrument based upon management's best estimate of interest rates that would be available to the Company for similar financial arrangement at September 30, 2010.

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

REVENUE RECOGNITION

The Company applies paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

STOCK-BASED COMPENSATION FOR OBTAINING EMPLOYEE SERVICES

The Company accounts for equity instruments issued to parties other than employees for acquiring goods or services under guidance of section 505-50-30 of the FASB Accounting Standards Codification. Pursuant to paragraph 718-10-30-6 of the FASB Accounting Standards Codification, all transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable. The measurement date used to determine the fair value of the equity instrument issued is the earlier of the date on which the performance is complete or the date on which it is probable that performance will occur.

The fair value of each option award is estimated on the date of grant using a Black-Scholes option-pricing valuation model. The ranges of assumptions for inputs are as follows:

- The Company uses historical data to estimate employee termination behavior. The expected life of options granted is derived from paragraph 718-10-S99-1 of the FASB Accounting Standards Codification and represents the period of time the options are expected to be outstanding.

- The expected volatility is based on a combination of the historical volatility of the comparable companies' stock over the contractual life of the options.

- The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for periods within the contractual life of the option.

- The expected dividend yield is based on the Company's current dividend yield as the best estimate of projected dividend yield for periods within the contractual life of the option.

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

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

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

INCOME TAXES

The Company follows Section 740-10-30 of the FASB Accounting Standards Codification, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are based on the differences between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the Statements of Operations in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification ("Section 740-10-25"). Section 740-10-25.addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. The Company had no material adjustments to its liabilities for unrecognized income tax benefits according to the provisions of Section 740-10-25.

NET LOSS PER COMMON SHARE

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

The following table shows the weighted-average number of potentially outstanding dilutive shares excluded from the diluted net loss per share calculation for the interim period ended September 30, 2010 and for the period from September 3, 2009 through September 30, 2010 as they were anti-dilutive:

Convertible notes issued on September 25, 2009	34,000,000
Preferred stock issued on December 7, 2009	25,000,000
Warrants issued on December 7, 2009	3,566,665
Warrants issued on April 1, 2010	2,750,000
Warrants issued on April 12, 2010	250,000
Warrants issued on April 27, 2010	10,000,000
Warrants issued on June 4, 2010	191,665
Warrants issued on August 25, 2010	15,550,000
Total Potential Dilutive Shares	91,308,330

COMMITMENTS AND CONTINGENCIES

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for contingencies. Liabilities for loss contingencies arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated.

CASH FLOWS REPORTING

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

SUBSEQUENT EVENTS

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

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In January 2010, the FASB issued the FASB Accounting Standards Update No. 2010-01 *"Equity Topic 505 – Accounting for Distributions to Shareholders with Components of Stock and Cash"*, which clarify that the stock portion of a distribution to shareholders that allows them to elect to receive cash or stock with a potential limitation on the total amount of cash that all shareholders can elect to receive in the aggregate is considered a share issuance that is reflected in EPS prospectively and is not a stock dividend for purposes of applying Topics 505 and 260 (Equity and Earnings Per Share ("EPS")). Those distributions should be accounted for and included in EPS calculations in accordance with paragraphs 480-10-25- 14 and 260-10-45-45 through 45-47 of the FASB Accounting Standards codification. The amendments in this Update also provide a technical correction to the Accounting Standards Codification. The correction moves guidance that was previously included in the Overview and Background Section to the definition of a stock dividend in the Master Glossary. That guidance indicates that a stock dividend takes nothing from the property of the corporation and adds nothing to the interests of the stockholders. It also indicates that the proportional interest of each shareholder remains the same, and is a key factor to consider in determining whether a distribution is a stock dividend.

In January 2010, the FASB issued the FASB Accounting Standards Update No. 2010-02 *Consolidation Topic 810 – Accounting and Reporting for Decreases in Ownership of a Subsidiary – a Scope Clarification*, which provides amendments to Subtopic 810-10 and related guidance within U.S. GAAP to clarify that the scope of the decrease in ownership provisions of the Subtopic and related guidance applies to the following:

1 A subsidiary or group of assets that is a business or nonprofit activity

2 A subsidiary that is a business or nonprofit activity that is transferred to an equity method investee or joint venture

3 An exchange of a group of assets that constitutes a business or nonprofit activity for a noncontrolling interest in an entity (including an equity method investee or joint venture).

The amendments in this Update also clarify that the decrease in ownership guidance in Subtopic 810-10 does not apply to the following transactions even if they involve businesses:

1 Sales of in substance real estate. Entities should apply the sale of real estate guidance in Subtopics 360-20 (Property, Plant, and Equipment) and 976-605 (Retail/Land) to such transactions.

2 Conveyances of oil and gas mineral rights. Entities should apply the mineral property conveyance and related transactions guidance in Subtopic 932-360 (Oil and Gas-Property, Plant, and Equipment) to such transactions.

If a decrease in ownership occurs in a subsidiary that is not a business or nonprofit activity, an entity first needs to consider whether the substance of the transaction causing the decrease in ownership is addressed in other U.S. GAAP, such as transfers of financial assets, revenue recognition, exchanges of nonmonetary assets, sales of in substance real estate, or conveyances of oil and gas mineral rights, and apply that guidance as applicable. If no other guidance exists, an entity should apply the guidance in Subtopic 810-10.

In January 2010, the FASB issued the FASB Accounting Standards Update No. 2010-06 *"Fair Value Measurements and Disclosures (Topic 820) Improving Disclosures about Fair Value Measurements"*, which provides amendments to Subtopic 820-10 that require new disclosures as follows:

1. Transfers in and out of Levels 1 and 2. A reporting entity should disclose separately the amounts of significant transfers in and out of Level 1 and Level 2 fair value measurements and describe the reasons for the transfers.
2. Activity in Level 3 fair value measurements. In the reconciliation for fair value measurements using significant unobservable inputs (Level 3), a reporting entity should present separately information about purchases, sales, issuances, and settlements (that is, on a gross basis rather than as one net number).

This Update provides amendments to Subtopic 820-10 that clarify existing disclosures as follows:

1. Level of disaggregation. A reporting entity should provide fair value measurement disclosures for each class of assets and liabilities. A class is often a subset of assets or liabilities within a line item in the statement of financial position. A reporting entity needs to use judgment in determining the appropriate classes of assets and liabilities.
2. Disclosures about inputs and valuation techniques. A reporting entity should provide disclosures about the valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements. Those disclosures are required for fair value measurements that fall in either Level 2 or Level 3.

This Update also includes conforming amendments to the guidance on employers' disclosures about postretirement benefit plan assets (Subtopic 715-20). The conforming amendments to Subtopic 715-20 change the terminology from *major categories* of assets to *classes* of assets and provide a cross reference to the guidance in Subtopic 820-10 on how to determine appropriate classes to present fair value disclosures. The new disclosures and clarifications of existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. Those disclosures are effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years.

In February 2010, the FASB issued the FASB Accounting Standards Update No. 2010-09 *"Subsequent Events (Topic 855) Amendments to Certain Recognition and Disclosure Requirements"*, which provides amendments to Subtopic 855-10 as follows:

1. An entity that either (a) is an SEC filer or(b) is a conduit bond obligor for conduit debt securities that are traded in a public market (a domestic or foreign stock exchange or an over-the-counter market, including local or regional markets) is required to evaluate subsequent events through the date that the financial statements are issued. If an entity meets neither of those criteria, then it should evaluate subsequent events through the date the financial statements are available to be issued.
2. An entity that is an SEC filer is not required to disclose the date through which subsequent events have been evaluated. This change alleviates potential conflicts between Subtopic 855-10 and the SEC's requirements.
3. The scope of the reissuance disclosure requirements is refined to include revised financial statements only. The term *revised financial statements* is added to the glossary of Topic 855. Revised financial statements include financial statements revised either as a result of correction of an error or retrospective application of U.S. generally accepted accounting principles.

All of the amendments in this Update are effective upon issuance of the final Update, except for the use of the issued date for conduit debt obligors. That amendment is effective for interim or annual periods ending after June 15, 2010.

In April 2010, the FASB issued the FASB Accounting Standards Update No. 2010-17 *"Revenue Recognition — Milestone Method (Topic 605) Milestone Method of Revenue Recognition"*, which provides guidance on the criteria that should be met for determining whether the milestone method of revenue recognition is appropriate. A vendor can recognize consideration that is contingent upon achievement of a milestone in its entirety as revenue in the period in which the milestone is achieved only if the milestone meets all criteria to be considered substantive.

Determining whether a milestone is substantive is a matter of judgment made at the inception of the arrangement. The following criteria must be met for a milestone to be considered substantive. The consideration earned by achieving the milestone should:

1. Be commensurate with either of the following:
a. The vendor's performance to achieve the milestone
b. The enhancement of the value of the item delivered as a result of a specific outcome resulting from the vendor's performance to achieve the milestone
2. Relate solely to past performance
3. Be reasonable relative to all deliverables and payment terms in the arrangement.

A milestone should be considered substantive in its entirety. An individual milestone may not be bifurcated. An arrangement may include more than one milestone, and each milestone should be evaluated separately to determine whether the milestone is substantive. Accordingly, an arrangement may contain both substantive and nonsubstantive milestones.

A vendor's decision to use the milestone method of revenue recognition for transactions within the scope of the amendments in this Update is a policy election. Other proportional revenue recognition methods also may be applied as long as the application of those other methods does not result in the recognition of consideration in its entirety in the period the milestone is achieved.

A vendor that is affected by the amendments in this Update is required to provide all of the following disclosures:

1. A description of the overall arrangement
2. A description of each milestone and related contingent consideration
3. A determination of whether each milestone is considered substantive
4. The factors that the entity considered in determining whether the milestone or milestones are substantive
5. The amount of consideration recognized during the period for the milestone or milestones.

The amendments in this Update are effective on a prospective basis for milestones achieved in fiscal years, and interim periods within those years, beginning on or after June 15, 2010. Early adoption is permitted. If a vendor elects early adoption and the period of adoption is not the beginning of the entity's fiscal year, the entity should apply the amendments retrospectively from the beginning of the year of adoption. Additionally, a vendor electing early adoption should disclose the following information at a minimum for all previously reported interim periods in the fiscal year of adoption:

1. Revenue
2. Income before income taxes
3. Net income
4. Earnings per share
5. The effect of the change for the captions presented.

A vendor may elect, but is not required, to adopt the amendments in this Update retrospectively for all prior periods.

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

3. GOING CONCERN

The accompanying consolidated financial statements have been prepared on a going concern basis which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The Company has a deficit accumulated during the development stage of $ 12,951,231 at September 30, 2010, with a net loss of $6,150,048 and net cash used in operating activities of $ 968,774 for the nine months then ended, respectively. The Company has earned no revenues since inception.

While the Company is attempting to commence operations and generate revenues, the Company's cash position may not be enough to support the Company's daily operations. Management intends to raise additional funds by way of a public or private offering. Management believes that the actions presently being taken to further implement its business plan, commence operations and generate revenues provide the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy to commence operations and generate revenues and in its ability to raise additional funds, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company's ability to further implement its business plan and generate sufficient revenues.

The consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

4. CONVERTIBLE NOTES PAYABLE

Derivative analysis

The notes have an initial fixed conversion price of $.0025 and a full ratchet reset feature.

Due to the fact that these notes have full reset adjustments based upon the issuance of equity securities by the Company in the future, they are subject to derivative liability treatment under Section 815-40-15 of the FASB Accounting Standard Codification ("Section 815-40-15") (formerly FASB Emerging Issues Task Force ("EITF") 07-5). The notes have been measured at fair value using a lattice model at each reporting period with gains and losses from the change in fair value of derivative liabilities recognized on the consolidated statement of operations.

During June, $5,000 of these notes were converted to 2,000,000 common shares.

During July $10,000 of these notes were converted to 4,000,000 common shares.

The remaining notes which were issued on September 25, 2009 gave rise to a derivative liability which was recorded as a discount to the notes.

The embedded derivative of these notes was re-measured at September 30, 2010 yielding a loss on change in fair value of the derivative of $ 27,053 for the quarter ended September 30, 2010. The derivative value of these notes at September 30, 2010, yielded a derivative liability at fair value of $ 3,203,208.

5. INSTRUMENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS

Description of warrants with Embedded Derivatives

Subscription warrants –

In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company entered into a Subscription Agreement for the sale of 3,066,665 units of securities of the Company aggregating $920,000. As of May 5, 2010, 191,665 additional units aggregating $57,500 were issued under the same terms as the December 7, 2009 subscription agreement. Each unit consisted of one share of common stock and a warrant to purchase one share of Company's common stock exercisable at $0.60 per share. The exercise price is subject to a full ratchet reset feature. As of September 30, 2010, pursuant to the terms of the reset feature, the exercise price of these warrants was reset to $ 0.30 per share. The fair value of these warrants granted, were estimated on the date of grant, and recorded as a derivative liability. The derivative was re-measured at September 30, 2010 using their reset value yielding a loss on change in fair value of $ 50,459. The derivative value of these warrants at September 30, 2010, yielded a derivative liability at fair value of $ 1,080,207.

In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company also issued warrants to purchase 500,000 shares of Company's common stock exercisable at $0.60 per share. The exercise price is subject to a full ratchet reset feature. As of September 30, 2010, pursuant to the terms of the reset feature, the exercise price of these warrants was reset to $ 0.30 per share. The derivative for these 500,000 warrants was re-measured at September 30, 2010 yielding a derivative liability of $153,797 and a loss on change in fair value of $7,661.

Compensation warrants –

On April 12, 2010, the Company issued 250,000 warrants to purchase shares exercisable at $0.85 per share. The fair value of these warrants, estimated on the date of grant, was recorded as a derivative liability of $ 32,355. .

On April 1, 2010, the Company issued 250,000 warrants to purchase shares of the Company's common stock exercisable at $0.30 and 2,500,000 warrants exercisable at $0.60 per share.

On April 27, 2010, the Company issued warrants to purchase 10,000,000 shares of Company's common stock exercisable at $0.66 per share. The exercise price of these 10,000,000 shares is subject to a full ratchet reset feature. As of September 30, 2010, pursuant to the terms of the reset feature, the exercise price of these warrants was reset to $ 0.30 per share. The fair value of all of these warrants, estimated on the date of grant, was recorded as compensation expense of $ 3,099,009.

On August 25, 2010, the Company issued 15,550,000 warrants to purchase shares of the Company's common stock exercisable at $1.03. The exercise price of these warrants is subject to a full ratchet reset feature. As of September 30, 2010, pursuant to the terms of the reset feature, the exercise price of these warrants was reset to $ 0.30 per share. The fair value of all of the warrants, estimated on the date of grant, was recorded as compensation expense of $ 3,896,075.

6. STOCKHOLDERS' DEFICIT

On February 19, 2010, the Company issued 4,600,000 shares of its common stock to extinguish a debt to its founders of $4,600 included in accounts payable. The stock was treated as founders' shares and issued at its par value of $0.001

On February 19, 2010, the Company issued 425,000 shares of its common stock for services performed with a fair value of $127,500.

On May 5, 2010, the Company issued 191,665 shares of common stock at $0.30 per share with warrants attached. See the description of warrants with embedded derivatives in Note 5 above for a more complete description of this transaction.

During June 2010, the Company issued 2,000,000 shares of common stock in exchange for $5,000 of convertible notes payable (converted at $0.0025 per share). See the derivative analysis of this transaction in Note 4 above for a complete description of this transaction.

On July 30, 2010, the Company issued 1,833,333 shares of common stock at $0.30 per share.

On August 19, 2010, the Company issued 300,000 shares of its common stock for services performed with a fair value of $ 309,000.

On September 7, 2010, the Company issued 3,333,333 shares of common stock at $0.30 per share, together with 333,333 shares of common stock for services performed in connection with the sale of these shares.

7. SUBSEQUENT EVENTS

The Company has evaluated all events that occurred after the balance sheet date through the date these financial statements were issued. The Management of the Company determined that there were no reportable subsequent events to be disclosed.

Item 2. Management's Discussion and Analysis

The following provides information which management believes is relevant to an assessment and understanding of our results of operations and financial condition. The discussion should be read along with our financial statements and notes thereto. Car Charging Group, Inc. (formerly New Image Concepts, Inc.) was created as a result of a merger (Reverse Merger) on December 7, 2009, with Car Charging, Inc. New Image Concepts Inc was a development stage entity with no certain revenue plan; Car Charging Inc. was formed on September 3, 2009 to develop a market to service electric vehicle charging. In this connection, the Company intends to identify and acquire the best possible auto charging devices and install them on properties (large garages, shopping-malls, hospitals, cities, and the like) owned by third parties, which through LLC arrangements, share in service revenue generated from customer charging station use. Such use is not anticipate in any significant volume until sometime after the second half of 2011, when automobile manufacturers are scheduled to mass produce and sell electric vehicles to the public.

The following discussion and analysis contains forward-looking statements, which involve risks and uncertainties. The Company's actual results may differ significantly from the results, expectations and plans discussed in these forward-looking statements.

To date Company's operations have been devoted primarily to developing a business plan, identifying acquisition target companies, raising capital for future operations, initial contracts with property owner/operators (the "Provider Agreements") and administrative functions. The Company intends to grow through internal development and selected acquisitions. The ability of the Company to achieve its business objectives is contingent upon its success in raising additional capital until adequate revenues are realized from operations.

Through September 30, 2010, the Company has entered into contracts to provide charging services on third party premises, Provider Agreements, with eight (8) entities and has completed installation of seven (7) charging stations (EV devices). As of the date that the accompanying financial statements were issued, the Company had entered into four (4) additional Provider Agreements and was in process of installing eighteen (18) additional charging stations.

The Company continues to acquire charging stations from Coulomb Technologies Inc., but consistent with its policy and business plan, continuously reviews the availability of acquiring more suitable EV devices from other manufacturers.

To stimulate growth, control cash-flow and minimize costs, the Company has implemented a policy of acquiring leads to third party owners for Provider Agreements through independent contractors. Company executives accordingly, are employed to close and maintain Provider Agreements and relationships, in addition to those who coordinate installations and operations of EV devices. Wherever possible, the Company has adopted a policy of issuing warrants to avoid cash compensation expenses and encourage stock sales (subscriptions). These warrant transactions can result in significant non-cash compensation charges and other non-cash charges that are generally reflected in the financial statements as "compensation", "general and administrative" or as "change in fair value" in the statements of operations and cash flow.

FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2010 AND 2009

Our net loss during the three months ended September 30, 2010, is attributable to the fact that we have not derived any revenue from operations to offset our business development expenses. Losses from operations for the three months ended September 30, 2010 amounted to $7,615,400 primarily consists of compensation (including non-cash warrant compensation $7,152,013, and other cash compensation, including consulting, of $153,592; as well as non-cash warrant general and administrative charges of $309,000, rent $25,257 and travel $20,004.

During the three months ended September 30, 2009, the Company was initially organized and incurred a loss of $6,400 (compensation $6,353). The Company was originally incorporated in Delaware on September 3, 2009 and was later recapitalized (December 7, 2009) through a reverse merger with a publicly traded company that was originally incorporated in Nevada on October 3, 2006. The combined entity has adopted the Car Charging Group, Inc. name and identity of the Nevada corporation.

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2010 AND 2009

Our net loss during the nine months ended September 30, 2010, is attributable to the fact that we have not derived any revenue from operations to offset our business development expenses. Losses from operations for the nine months ended September 30, 2010 amounted to $8,341,282, primarily consists of compensation (including non-cash warrant costs $7,152,013, consulting $394,817, other net payroll $141,854), and general and administrative charges, including public / investor relations non-cash warrants and stock $309,000 and other investor relations of $84,470, rent of $57,382, and travel related expenses of $64,401. During these nine months management has entered into negotiation and agreements to install EV devices at locations throughout the United States; and is process of hiring additional sales personnel and negotiating additional potential installation cites.

During the nine months ended September 30, 2009, the Company was initially organized and incurred a loss of $6,400 (compensation $6,353). The Company was originally incorporated in Delaware on September 3, 2009 and was later recapitalized (December 7, 2009) through a reverse merger with a publicly traded company that was originally incorporated in Nevada on October 3, 2006. The combined entity has adopted the Car Charging Group, Inc. name and identity of the Nevada corporation.

PERIOD FROM SEPTEMBER 3, 2009 (DATE OF INCEPTION) THROUGH SEPTEMBER 30, 2010

Our cumulative net loss since inception is attributable to the fact that we have not derived any revenue from operations to offset our business development expenses. Losses from operations since inception have amounted to $12,951,231 primarily consisting of compensation (including, non-cash warrant costs $7,152,013, and other compensation, including consulting ($658,095), other net payroll related ($224,055), and general and administrative charges, including public/investor relations (including non-cash warrants and stock ($306,000) and other investor relations ($192,230), rent ($63,141), travel related (70,810) and legal ($37,394). The Company's officers and staff have installed and initiated a number of negotiations to install the selected charging stations (currently supplied by Coulomb Technologies, a California corporation which was founded in 2007) through-out the United States; and have initiated development of distribution capabilities for further development internationally. Manufacture and supply of electric vehicles that will require utilization of the Company's services is not anticipated to begin until the second hald of 2011; this gives the Company adequate time to develop its distribution plan, but also requires that the Company continue to develop capital sources.

Our cumulative liability related to embedded derivative transactions resulted in a liability of $4,437,211 as of September 30, 2010. The Company evaluates its convertible debt, warrants or other contracts to determine if those contracts or embedded components of those contracts qualify as derivatives to be separately accounted for in accordance with paragraph 810-10-05-4 of the FASB Accounting Standards Codification and paragraph 815-40-25 of the FASB Accounting Standards Codification. The result of this accounting treatment is that the fair value of the embedded derivative is marked-to-market each balance sheet date and recorded as a liability. In the event that the fair value is recorded as a liability, the change in fair value is recorded in the Statement of Operations as other income or expense ($4,242,175 loss for the period from September 3, 2009, inception, through September 30, 2010). Upon conversion or exercise of a derivative instrument, the instrument is marked to fair value at the conversion date and then that fair value is reclassified to equity.

Liquidity and Capital Resources

The Company has primarily financed its activities from sales of capital stock of the Company and from loans from related parties. A significant portion of the funds raised from the sale of capital stock has been used to cover working capital needs such as office expenses and various consulting and professional fees.

For the nine months ended September 30, 2010, we used $968,774 of cash to finance our operations; $36,606 was invested in depreciable property. Our accumulated deficit since inception (including liability for embedded derivatives) is $ 12,951,231. Such cash use and accumulated losses have resulted primarily from costs related to various consulting and professional fee and costs incurred in connection with capital transactions (embedded derivatives).

Management believes that additional funding will be necessary in order for the Company to continue as a going concern. Significant additional capital or debt must be incurred to develop the Company's business plan (that is, the acquisition and installation of charging stations prior to the generation of service revenue). The Company is investigating several forms of private debt and/or equity financing, although there can be no assurances that the Company will be successful in procuring such financing or that it will be available on terms acceptable to the Company. If the Company is unable to generate profits, or unable to obtain additional funds for its capital investment needs, it may have to cease operations. During July and August, 2010, the Company raised $1,390,547 through the sale of 5,166,666 shares of its common stock to 52 individuals and entities. Accordingly, Management believes it has funds for operations that are sufficient for the next twelve months.

Off Balance Sheet Arrangements

We have no off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company is subject to certain market risks, including changes in interest rates and currency exchange rates. The Company does not undertake any specific actions to limit those exposures.

Item 4. Controls and Procedures

(a) **Evaluation of disclosure controls and procedures.** Our Chief Executive Officer and Principal Financial Officer, after evaluating the effectiveness of our "disclosure controls and procedures" (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Quarterly Report on Form 10-Q (the "Evaluation Date"), have concluded that as of the Evaluation Date, our disclosure controls and procedures were effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission 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.

(b) **Changes in internal control over financial reporting.** There were no changes in our internal control over financial reporting during our most recent fiscal quarter that materially affected, or were reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

We are currently not involved in any litigation that we believe could have a material adverse effect on our financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our company or any of our subsidiaries, threatened against or affecting our company, our common stock, any of our subsidiaries or of our companies or our subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

Item 1A. Risk Factors

None.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Item 3. Defaults Upon Senior Securities

None

Item 4. (Removed and Reserved)

Item 5. Other Information

None

Item 6. Exhibits

(a) Exhibits

10.1 Consulting Agreement by and between Car Charging, Inc. and The Farkas Group, Inc. dated October 20, 2009

10.2 Investor Relations Consulting Agreement between Z.A. Consulting, Inc. and New Image Concepts, Inc. d/b/a Car Charging Group dated January 1, 2010

10.3 Settlement Agreement and Release between Z.A. Consulting, Inc., David Zazoff and Car Charging Group, Inc. dated August 19, 2010

10.4 Public Relations Agreement by and between Beckerman Public Relations and Car Charging, Inc. dated December 14, 2009

10.5 Novacharge, LLC Electric Vehicle Charging Station Authorized Reseller Agreement between Novacharge, LLC and Echarging Stations, LLC dated October 16, 2009.

10.6 Lease Agreement between 1691 Michigan Avenue Investment LP and Car Charging Inc. dated December 1, 2009.

10.7 Car Charging Provider Agreement Form.

31.1 Certifications pursuant to Section 302 of Sarbanes Oxley Act of 2002

31.2 Certifications pursuant to Section 302 of Sarbanes Oxley Act of 2002

32.1 Certifications pursuant to Section 906 of Sarbanes Oxley Act of 2002

32.2 Certifications pursuant to Section 906 of Sarbanes Oxley Act of 2002

SIGNATURES

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

CAR CHARGING GROUP, INC.

By: */s/ Michael D. Farkas*

Date: December 13, 2010

Michael D. Farkas
Chief Executive Officer
Principal Executive Officer

By:*/s/ Richard Adeline*

Richard Adeline
Chief Financial Officer
Principal Financial Officer

Exhibit 10.1

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, dated as of October 20, 2009 (the "Agreement"), by and between Car Charging, Inc., a Delaware Corporation (the "Company"), with offices located at 9900 SW 70th Avenue, Miami, Florida 33156 and The Farkas Group, Inc., a Florida corporation with offices at 1221 Brickell Avenue, Suite 900, Miami, Florida 33131 (the "Consultant" and both Company and Consultant collectively, the "Parties").

RECITALS

WHEREAS, the Company has requested of Consultant and the Consultant has agreed to provide certain strategic, financial and other general corporate consulting services to the Company; and

WHEREAS, in connection with and in consideration for such services, the Company has agreed to compensate Consultant in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. Consultant Services. Consultant has familiarized himself to the extent he deems appropriate and feasible with the business, operations, properties, financial condition and prospects of the Company and to perform and provide, as the Company reasonably and specifically requests, certain strategic, financial, and other general corporate consulting services to the Company ("Services"), including but not limited to: (i) introducing the Company to Nova Charge and assisting in the negotiations of an agreement between the parties; (ii) identifying prospective strategic partners and strategic alliances and/or mergers designed to take the company public; (iii) researching, planning, strategizing and negotiating with potential strategic business partners; (iv) assistance in any and all corporate matters and (v) assistance in locating and hiring a management team; (vi) assisting with business development; (vii) providing management consulting services and (vii) consulting on alternatives to enhance the growth of the Company. NONE OF THE SERVICES PROVIDED BY CONSULTANT HEREIN SHALL INVOLVE THE RAISING OF DEBT OR EQUITY CAPITAL, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS TO OBLIGATE OR REQUIRE THE CONSULTANT TO RAISE DEBT OR EQUITY CAPITAL.

2. Compensation.

(i) In consideration of the Services to be provided by the Consultant, the Company agrees to pay Consultant in accordance with the following provisions:

a. Consultant shall be entitled to receive a "Success Fee" of Seventy-Five Thousand Dollars ($75,000.00) plus Five Hundred Thousand (500,000) Warrants exercisable at the highest purchase price (per share) paid by any investor(s) to the Company to be paid at: (i) the closing of a deal between Nova Charge and the Company; and/or (ii) the merger or acquisition of the Company with a third-party publicly traded entity;

b. Consultant shall be entitled to receive a "Finder's Fee" equal to five percent (5%) of any financing (debt or equity) received by Company from a person or entity introduced by Consultant to the Company;

c. Consultant shall be entitled to receive a "Finder's Fee" equal to five percent (5%) of any consideration received by the Company or its Shareholders in conjunction with a merger or acquisition ("M&A") with an entity introduced by Consultant to the Company;

d. Upon completion of a merger or acquisition for which Consultant is entitled to receive payment under (a) above, Consultant shall begin to receive a Ten Thousand Dollar ($10,000.00) per month management consulting fee (the "Consulting Fee") for a period of twenty-four (24) months following such merger or acquisition with a publicly traded entity. The total Consulting Fee totaling $240,000.00, payable under this subsection (d) shall be deemed earned by Consultant as of the obligation to make the first payment hereunder and shall be paid regardless of any termination of this Agreement. This payment obligation by Company shall specifically survive any termination hereof; and

e. For any business development work performed by Consultant pertaining to the installation of car charging units, Consultant shall be entitled to receive (i) Five Hundred Dollars ($500.00) per location, *plus* (ii) Two Hundred Fifty Dollars ($250.00) per each additional installation per location, *plus* (iii) five percent (5%) of the gross revenues earned by any equipment for which Consultant was entitled to received payment under provisions (i) or (ii) of this sentence.

(ii) In addition to the foregoing, the Company shall reimburse the Consultant for such business expenses which the Consultant incurs solely in connection with the performance of the Services hereunder. The Consultant shall obtain the prior written approval of the Company before incurring any expenses for which the Consultant will seek reimbursement from the Company over $1,000.00. The Consultant must submit receipts for all expenses and otherwise comply with all of the Company's general policies for expense reimbursement in order to receive payment therefor. The Company shall reimburse the Consultant for expenses within fifteen (15) days following submission of all required documentation.

(iii) It is expressly understood and agreed that in connection with the Services to be performed by the Consultant, the Consultant shall be solely responsible for any and all taxes arising from the consulting fees paid to the Consultant hereinafter.

3. Term. Consultant's engagement shall be for a period of two (2) year ("Term"). Thereafter, the agreement may be terminated by either the Company or Consultant at any time, with or without cause, upon written notice to that effect to the other party, except that Consultant shall remain entitled to receive payments under sections 2(i)(c) and 2(i)(d) above, if such payments are earned prior to the date of termination.

4. Company Information. The Company shall furnish Consultant such information as Consultant reasonably requests in connection with the performance of its services hereunder (all such information so furnished is referred to herein as the "Information"). The Company understands and agrees that Consultant, in performing its services hereunder, will use and rely upon the Information as well as publicly available information regarding the Company and any potential partners and that Consultant shall not assume responsibility for independent verification of any information, whether publicly available or otherwise furnished to it, concerning the Company or any potential partner, including, without limitation, any financial information, forecasts or projections, considered by Consultant in connection with the rendering of its services. Accordingly, Consultant shall be entitled to assume and rely upon the accuracy and completeness of all such infonnation and is not required to conduct a physical inspection of any of the properties or assets, or to prepare or obtain any independent evaluation or appraisal of any of the assets or liabilities, of the Company or any potential partner. With respect to any financial forecasts and projections made available to Consultant by the Company or any potential partners and used by Consultant in its analysis, Consultant shall be entitled to assume that such forecasts and projections have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the management of the Company or any potential partner, as the case may be, as to the matters covered thereby.

5. Timely Appraisals. The Company hereby agrees to use its commercially reasonable efforts to keep Consultant up to date and apprised of all business, market and legal developments related to the Company and its operations and management. Accordingly:

(i) the Company shall provide Consultant with copies of all amendments, revisions and changes to its business and marketing plans, bylaws, articles of incorporation, private placement memoranda, key contracts, employment and consulting agreements and other operational agreements;

(ii) the Company shall promptly notify Consultant of all new contracts agreements, joint ventures or filings with any state, federal or local administrative agency, including without limitation the SEC, NASD or any state agency, and shall provide all related documents, including copies of the exact documents filed, to Consultant, including without limitation, all annual reports, quarterly reports and notices of change of events, and registration statements filed with the SEC and any state agency, directly to Consultant;

(iii) the Company shall also provide directly to Consultant current financial statements, including balance sheets, income statements, cash flows and all other documents . provided or generated by the Company in the normal course of its business and requested by Consultant from time to time; and

(iv) Consultant shall keep all documents and information supplied to it hereunder confidential.

6. Representations and Warranties. The Consultant hereby represents and warrants to the Company that:

(i) he has full legal capacity to enter into this Agreement and to provide the Services hereunder without violation or conflict with any other agreement or instrument to which the Consultant is a party or may be bound;

(ii) in the course of performing the Services hereunder, the Consultant will not infringe the patent, trademark or copyright (collectively, "Intellectual Property") of any third party;

(iii) the execution, delivery and performance of this Agreement does not and will not conflict with, violate or breach its constituent documents or any agreement (including, without limitation, any other distribution agreement), decree, order or judgment or any law or regulation to which it is a party or subject or by which it or any of its properties or assets is bound.

7. Relationship of the Parties. Consultant acknowledges that it has its own independently established business which is separate and apart from the Company's business. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of or create a liability against, the other in any way or for any purpose. The Company shall not be responsible for withholding taxes with respect to the Consultant's compensation (if any) hereunder or in the future. Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.
Notwithstanding the provisions of this paragraph, in the event any such taxes or'payments are ever assessed against the Company, Consultant shall reimburse the Company promptly for all sums paid by the Company, including any interest or penalties.

8. Reliance on Others. The Company confirms that it will rely on its own counsel, accountants and other similar expert advisors for legal, accounting, tax and other similar advice.

9. No Rights in Shareholders, etc. The Company recognizes that Consultant has been engaged only by the Company, and that the Company's engagement of Consultant is not deemed to be on behalf of and is not intended to confer rights upon any shareholder, partner or other owner of the Company or any other person not a party hereto as against Consultant or any of its affiliates or any of their respective directors, officers, agents, employees or representatives. Unless otherwise expressly agreed, no one other than the Company is authorized to rely upon the Company's engagement of Consultant or any statements, advice, opinions or conduct by Consultant. Without limiting the foregoing, any opinions or advice rendered to the Company's Board of Directors or management in the course of the Company's engagement of Consultant are for the purpose of assisting the Board or management, as the case may be, in evaluating the transaction and do not constitute a recommendation to any shareholder of the Company concerning action that such shareholder might or should take in connection with the transaction. Consultant's role herein is that of an independent contractor; nothing herein is intended to create or shall be construed as creating a fiduciary relationship between the Company and Consultant.

10. Headings. The headings in this Agreement are used for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

11. Final Agreement Assignment. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties. Consultant shall not assign it duties under this Agreement without the prior written consent of Company.

12. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term hand never been included.

13. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

14. Governing Law, Jurisdiction, Venue and Waiver of Jury Trial. Any suit involving any dispute or matter arising under this Agreement may only be brought in State or Federal Court of Miami-Dade County which shall have jurisdiction over the subject matter of the dispute or matter. Consultant and the Company irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. Consultant and the Company irrevocably waive any objection that they now have or hereafter irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment against Consultant or the Company in any such suit shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any liability of Consultant or the Company therein described, or by appropriate proceedings under any applicable treaty or otherwise. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

15. Payment of Costs and Legal Fees Upon Breach. In the event of a breach by Consultant of the terms of this Agreement, Consultant shall be responsible to pay all costs, fees and expenses (including reasonable attorney fees) incurred in connection with the exercise or enforcement of any of the Company's rights, powers or remedies pursuant to this Agreement, (including in all trial, bankruptcy and appellate proceedings) regardless of whether or not suit is filed. In the event suit is filed, Consultant shall be required to pay the Company's costs and legal fees for breach if the Company's claim and/or claims is/are upheld by an Order of the Court prior or subsequent to trial or by stipulation or other settlement document whereby the Company prevails on any and/or all of its claims against Consultant

16. No Third Party Benefit. The provisions and covenants set forth in this Agreement are made solely for the benefit of the Parties to this Agreement and are not for the benefit of any other person, and no other person shall have any right to enforce these provisions and covenants against any party to this Agreement.

17. No Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party.

18. Notices. Any notice under the provisions of this Agreement shall be deemed given when received and shall be given by hand, reputable overnight courier service or by registered or certified mail, return receipt requested, directed to the addresses set forth above, unless notice of a new address has been sent pursuant to the terms of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the date first above written.

CAR CHARGING, INC.,
a Delaware Corporation

By: */s/ Raphael Perez*
Title: President

CONSULTANT

THE FARKAS GROUP, INC.

/s/ Michael D. Farkas
Michael D. Farkas, President

Exhibit 10.2

INVESTOR RELATIONS CONSULTING AGREEMENT

Agreement made on the 1st day of January 2010 by and BETWEEN ZA CONSULTING, INC, of 116 West 23rd Street, New York, NY, 10011 (hereinafter referred to as "CONSULTANT") and NEW IMAGE CONCEPTS, INC. d/b/a CAR CHARGING GROUP (the "COMPANY"), a Nevada corporation with its principal offices at 1691 Michigan Avenue, Suite #425 Miami Beach, Florida 33139.

Whereas, COMPANY desires to engage CONSULTANT to assist COMPANY in its investor relations; and

Whereas, CONSULTANT desires to assist COMPANY and CONSULTANT has the expertise which is required to assist COMPANY; and

WHEREAS, COMPANY and CONSULTANT desire to enter into a consulting agreement under the terms and conditions hereinafter set forth.

NOW, THEREFORE, with the foregoing recital incorporated hereinafter by reference and in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, the parties to this Agreement intending to be legally bound hereby agree as follows:

1. Consulting Services. The COMPANY hereby engages CONSULTANT to provide investor and public relations services as agreed by both parties (hereinafter the "Services"). Specifically, the CONSULTANT shall render the Services to COMPANY, which may include, but way of illustration but not limitation, the following:

a. Consulting with the COMPANY's management concerning, investor support, broker relations, conducting due diligence meetings with brokers, analysts, institutional money managers and financial media companies, attendance at investor conferences and trade shows, assistance in the preparation and dissemination of press releases and stockholder communications, corporate communications, corporate awareness and program management (corporate communications, corporate awareness and program management are defined more fully below).

b. "Corporate Communications", shall include:

- Investor call response
- Press Release management, drafting, editing, dissemination
- Management and hosting of quarterly conference calls/web casts
- Database Management
- Financial Package Management
- Investor Website review and recommendations
- Presentation assessment and revisions
- Quarterly written assessments to management and Board of Directors

c. "Corporate Awareness", shall Include:

- Institutional road shows – Region specific and as needed
- Best efforts to obtain speaking presentation at Investment Banking Conferences and other sell-side or sponsored conferences

d. Program Management, shall include:
- Introduction to the sell-side including Institutional Research Teams, and Sales and Trading Departments
- Introduction to ZA Consulting proprietary Broker and Retail Investor network
- Analysis of DTC sheets, Nobo lists and Transfer Agent Sheets
- Ongoing outreach with current shareholders including stakeholders of record and in street name via Nobo list mailings and phone communications

2. Term. This Agreement shall remain in full force as of the date first above written and continue through June 30, 2010, (hereinafter referred to as the "Initial Term") after which the Agreement shall continue on a month to month basis, cancelable by either party at any time on thirty (30) days written notice.

3. Compensation of CONSULTANT. The CONSULTANT shall be paid according to the terms and sums:

a. One Hundred Thousand Shares (100,000) of restricted COMPANY common stock per month (the "Monthly Stock Fee").
b. Seventy Five Thousand Dollars ($75,000) for each month this Agreement or any renewal monthly period hereunder, beginning January 1, 2010 (the "Monthly Fee").
c. All expenses incurred by CONSULTANT in providing the Services to COMPANY including by way of limitation and not limitation, copying, faxing photography, overnight packages, media monitoring, news clipping and newswire release services, travel, etc., are to be included within the Monthly Fee paid to CONSULTANT. Any expenses that CONSULTANT feels are outside the scope of the Services to be provided must be approved in writing by COMPANY prior to CONSULTANT incurring such expense.

4. Available Time. The CONSULTANT shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its obligations under this Agreement. In addition, during the Term of this Agreement, the CONSULTANT shall be entitled to perform similar services for other clients and will continue to do so hereafter.

5. Relationship. Nothing herein shall constitute CONSULTANT as an employee or agent of COMPANY, except as might hereinafter be expressly agreed, CONSULTANT is an independent contractor and nothing herein shall construe COMPANY and CONSULTANT as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking nor shall CONSULTANT have any authority to obligate or commit COMPANY in any manner whatsoever.

6. Confidentiality. CONSULTANT will execute the COMPANY's standard form of confidentiality agreement if requested by COMPANY. CONSULTANTS refusal (or failure within three (3) business days of any such request unless good cause is shown) to execute any requested confidentiality agreement shall be a material breach hereof.

7. Assignment. This Agreement and the Services provided by CONSULTANT hereunder may not be assigned except to successors to all or substantially all of the business of either party, without the prior written consent of the other party which consent may be withheld without regard to reasonableness.

8. Jurisdiction/Venue/Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to the conflicts of law provisions thereof. The parties hereby consent to personal jurisdiction in Miami-Dade County, Florida, expressly accept this venue and agree not to dispute this venue.

9. No Third-Party Benefit. The provisions and covenants set forth in this Agreement are made solely for the benefit of the parties to this Agreement and are not for the benefit of any other person, and no other person shall have any right to enforce these provisions and covenants against any party to this Agreement.

10. Indemnification Clause

(a) The COMPANY agrees to indemnify and hold harmless the CONSULTANT and its agents and employees against any losses, claims, damages or liabilities, joint or several, to which CONSULTANT or any such other person may become subject under the Securities Act of 1933 ("the Act") or otherwise, insofar as such losses, claims, damages or liabilities (or actions, suits or proceedings in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in written material provided to CONSULTANT by the COMPANY and authorized by the COMPANY to be further distributed by the CONSULTANT; or arise out of or are based upon the omission or alleged omission to state therein a material fact or necessary to make the statements in such written material not misleading; and will reimburse the CONSULTANT or any such other person for any legal or other expenses reasonably incurred by the CONSULTANT or any such other person in connection with investigating or defending any such loss, claim, damage, liability, or action, suit or proceeding, provided, however, that the COMPANY will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission, from such written materials, in reliance upon and in conformity with written information furnished to the COMPANY by the CONSULTANT specifically for use in the preparation thereof. This indemnity agreement will be in addition to any liability that the COMPANY may otherwise have.

(b) CONSULTANT agrees to indemnify and hold harmless the COMPANY and its agents and employees against any losses, claims, damages or liabilities, joint or several, to which the COMPANY or any such other person may become subject under the Act or

otherwise, insofar as such losses, claims, damages or liabilities (or actions, suits or proceedings in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in written material distributed by CONSULTANT without the COMPANY's authorization; or arise out of or are based upon the omission or alleged omission to state in such written material a material fact necessary to make the statements in such written materials not misleading; or otherwise result from the negligence of CONSULTANT, and will reimburse the COMPANY or any such other person for any legal or other expenses reasonably incurred by the COMPANY or any such person in connection with investigation or defending any such loss, claim, damage, liability or action, such or proceeding.

11. Notices. All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the COMPANY or CONSULTANT at the business addresses set forth on Page 1 of this Agreement. Copies of Notices sent pursuant to this Paragraph 11. may also be sent by facsimile and e-mail with the effective date of delivery evidenced by a delivered e-mail receipt or a facsimile confirmation transmission report *provided, however,* that electronic service of any notice does not obviate the necessity to serve the original as set forth herein.

12. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

13. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein and no term herein may be altered or amended without a writing executed by both parties hereto.

14. Counterparts/Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Further, a facsimile copy of this Agreement shall be treated the same and have the same full force and effect as an original executed copy.

WHEREFORE, the undersigned have been duly authorized to execute the wit
Agreement on behalf of their respective parties.

CAR CHARGING GROUP, INC.	ZA CONSULTING INC
By: Andy Kinard Title: President	By: David P Zazoff Title: President

Exhibit 10.3

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this Agreement') as of August 19th . 2010 between LA_ Consulting, Inc, David Zazoff, Managing Director, 116 West 23rd ("ZA") and Car Charging Group, Inc. a Nevada corporation (`CCGI"). AU parties to this Agreement are collectively hereinafter known as (the "Parties").

1.0 BACKGROUND

1.1 On January 1st, 2010, CCGI entered into a consulting agreement (the investor

Relations Consulting Agreement') with ZA, for ZA to provide investor relations consulting services to CCG1 in consideration for a monthly retainer of $75,000 (the "Retainen,reimbursement of out-of-pocket expenses by ZA and 100.000 shares of restricted common stock per month_

1.2 ZA, under the Investor Relations Consulting Agreement, hereby demand (the 'Demand) payment of the accrued Retainer and accrued shares of common stock which CCG1 objects to.

1.3 Without admission, including liability, and to avoid the time, cost, and uncertainty of litigation, ZA and CCGI. for sufficient consideration, including the mutual covenants in this Agreement, intend to fully and finally compromise and settle all claims between them to the date of this Agreement, all as more particularly hereinafter provided.

2.0 SETTLEMENT

2.1 With this Agreement. ZA agrees to immediately terminate and cancel the Investor Relations Consulting Agreement and its Demand, effective upon execution hereof. as payment in full and final settlement for any claims CCGI may have against ZA.

2.2 With this Agreement, CCGI agrees to pay and promptly deliver 300,000 shares of restricted shares of its common stock to ZA as payment in full and final settlement for any claims ZA may have against CCGI. It is agreed that these shares were to be issued before June 1, 2010 and the holding period should be accounted for as vested before May 1. 2010_ Additionally, CCGI agrees to pay ZA $12,500 immediately and an additional $12,500 within 30 days of the execution of this agreement for Public Relation (' PR") and Investor Relations ("IR') expenses *provided, however,* that each such payment for PR and IR by CCGI shall be matched by ZA. It is expressly acknowledged and agreed that ZA's requirement to provide matching payment for an aggregate total of $25,000.00 is a material inducement for CCGI to enter this Settlement Agreement and shall be a material default hereunder by ZA. Furthermore, if ZA fails to supply CCGI with proof of its matching payment made in conjunction with the initial $12,500.00 payment hereunder, CCGI, in addition to any other remedies available, shall be relieved of any and all responsibility to make the second $12,500.00 payment hereunder..

3.0 RELEASE

In consideration of the dismissal by ZA of its Demand, cancellation of the Consulting Agreement by ZA, dismissal of any demands CCGI may have against ZA, and payment by CCGI to ZA of three hundred thousand (300.000) restricted shares of its common stock and payment by each party of $25,000 for PR/IR services, the Parties, for themselves, their heirs, and their assigns, hereby mutually release all claims which they may have against the other, their respective heirs and assigns, which claims arise from occurrences to the date of this Agreement, and any and all other claims, matured or un-matured, which claims arise from occurrences to the date of this Agreement.

4.0 REPRESENTATIONS

4.1 As a material inducement to ZA's entry into this agreement. CCGI unconditionally represents that at the signing of this Agreement and delivery of any documents hereunder:

(a) this Agreement and all other agreements delivered in connection with this Agreement have been or will be duly executed by and delivered by CCGI and are valid and binding agreements of CCGI;

(b) execution and delivery of this Agreement and all other documents delivered in connection herewith will not conflict with or result in a breach of any of the terms, conditions, or provisions of or constitute a default under any other agreement or instrument to which CCGI is a party or by which CCGI is bound by any law, statute, regulation. rule, order, writ, injunction. or degree of any governmental instrumentality or court:

(c) CCGI has complete and unrestricted power to sell. transfer, assign, and deliver to the other the interests and release under this and other documents delivered hereunder;

(d) CCGI has not previously assigned any claim or interest relating to CCGI' claims and interests it may have against ZA hereunder: and

4.2 As a material inducement to CCGI' entry into this Agreement, ZA, unconditionally represents that at the signing of this Agreement and delivery of any documents hereunder:

(a) this Agreement and all other agreements delivered in connection with this Agreement have been or will be duly executed by and delivered by ZA and are valid and binding agreements of ZA:

(b) execution and delivery of this Agreement and all other documents delivered in connection herewith will not conflict with or result in a breach of any of the terms, conditions, or provisions of or constitute a default under any other agreement or instrument to which ZA is a party or by which ZA is bound by any law, statute, regulation, rule, order, writ, injunction, or degree of any governmental instrumentality or court;

(c) ZA has complete and unrestricted power to sell, transfer, assign, and deliver to the other the interests and release under this and other documents delivered hereunder; and

(d) ZA has not previously assigned any claim or interest relating to ZA's claims and interests in the Demand.

4.3 The parties shall hold each other harmless and indemnify each other from liability and loss from, and the cost of defense (including without limitation. reasonable attorneys' and accountants' fees) of claims arising from breach. failure, or falsity of representations and warranties in this Agreement, or from the claims of third parties brought over one of the parties against another in connection with the subject matter of this Agreement.

5.0 GENERAL CONDITIONS

5.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida, enforcement of which by Demand on claims arising from breach, failure. or falsity of representations and warranties as provided for by Section 4 of this agreement, shall entitle the successful party to reasonable attorneys' and accountants' fees, and is payable and performable in Miami-Dade County, Florida.

5.2 The terms of this Agreement are confidential and neither party may disclose the terms of this Agreement or of the Parties' settlement of these Demands. To any inquiry regarding these Demands, this Agreement, or the Parties' settlement, the Parties' shall respond 'settled to our mutual satisfaction'.

5.3 The obligations of the parties under this Agreement shall survive the execution and delivery of this Agreement.

5.4 This Agreement is binding on and inures to the benefit of the parties hereto and their respective heirs. successors, and assigns.

5.5 The Parties shall execute any additional documents that are reasonably necessary to effectuate or evidence the terms of this Agreement.

5.6 The provisions of this Agreement comprise all the terms. conditions, agreements, and representations of the parties hereto respecting the subject matter of this agreement which can be modified or amended only in writing signed by the parties.

5.7 This agreement may be executed and evidenced in counterparts.

SIGNED as of the date first noted above.

/s/ *David Zazoff*

Z.A. Consulting, LLC
David Zazoff, Managing Director

/s/ *Michael Farkas*

Car Charging Group, Inc
Michael Farkas, CEO

Exhibit 10.4

BECKERMAN
PUBLIC RELATIONS

CONTRACT BY AND BETWEEN

BECKERMAN PUBLIC RELATIONS

AND

Car Charging, Inc.

LETTER OF AGREEMENT

We appreciate your decision to retain Beckerman Public Relations to render public relations services. This letter will serve to confirm the terms of those services and will ensure that we have a clear understanding of our agreement from the outset.

Beckerman Public Relations, located at One University Plaza, Suite 507, Hackensack, NJ 07601, is appointed Public Relations Agency of Record for Car Charging, Inc.

Beckerman Public Relations will charge Client a monthly retainer of $8,500.00 for all public relations services, hereinafter defined as, and inclusive of the following:

(the "Services") for a minimum initial term of twelve months, effective December 14, 2009 through December 13, 2010. Upon execution of this contract, Beckerman Public Relations shall receive 100,000 shares of restricted stock. A security deposit representing one month's retainer shall also be due upon execution of contract.

After the initial twelve-month term, this agreement shall automatically renew for an additional twelve-month period at the same monthly rate *provided, however,* that dining the initial twelvemonth term, and/or during any subsequent renewal, either party may cancel this agreement upon thirty (30) days written notice. Client shall be required to pay the monthly retainer during the 30 day notice period should Client terminate

We shall implement a public relations program from December 14, 2009 through December 13, 2010. Any tasks requested by the Client, but not included within the scope of the Services to be rendered will be considered additional work and a separate retainer letter will be prepared. It is expressly understood and agreed that we will not incur any additional fees outside the scope of the Services without the prior written consent of the Client and that Client shall not be liable or responsible for charges incurred without such prior approval. We will achieve your goals as outlined in our proposal and a forthcoming timeline. A detailed summary of all work performed shall be provided to Client on a bimonthly basis.

The monthly retainer includes all writing and media relations. Expenses other than copying, faxing photography and video (which shall be included within the monthly retainer fee as part of the Services) will be directly billed to Client.Expenses that are to be billed to Client shall require Client's prior written approval to the extent they exceed an aggregate monthly amount of $100.00 and may include for the purposes of illustration but not limitation, tracking software and databases, overnight packages, travel (only upon Client's express prior written approval) media monitoring, news clipping

and newswire release services. Beckerman Public Relations will coordinate contracts for Client where necessary. To the extent applicable, (upon receipt of Client approval as set forth herein) Becket man Public Relations shall provide you with a detailed itemized accounting of all expenses incurred on your behalf

You agree that any approved expenses incurred by Beckerman Public Relations for providing the aforementioned Services will be reimbursed by you. Billing of these expenses will be conducted on a monthly basis.

Invoicing schedule is the 15th of each month representing the retainer for the next month and out-of-pocket expenses for the prior month. Client shall pay invoices within 15 days of the invoice date.

During the term of this agreement, Client gives Beckerman Public Relations the right to publish their Agency of Record status in the media as well as for their own marketing purposes. In addition, Client gives Beckerman Public Relations the right to publish all of their approved public relations articles on the Beckerman Public Relations website with prior consent by the Client.

All articles, press releases and other materials generated by Beckerman Public Relations are the property of Client, which will have the right to publish and/or re-print these materials during and after the term of this agreement.

Recognizing the time and expense of Beckerman Public Relations' investment in its employees, Client agrees that it shall not directly or indirectly employ, hire or retain any person who is an employee of Beckerman Public Relations during the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement. In the event Client directly or indirectly employs, hires, or retains a Beckerman Public Relations employee during this timeframe, Client shall pay Beckerman Public Relations a fee of $100,000.00 (One hundred thousand dollars) per occurrence, prior to start of employment.

By execution of this agreement, Client agrees to indemnify, defend and hold harmless Beckerman Public Relations against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of Beckerman Public Relations utilization of any authorized information, excluding negligence, intentional wrongdoing or improper use.

This agreement and the attachments hereto, if any, constitute the entire agreement between the parties with respect to the subject matter herein and there are no representations, understandings, or agreements relative hereto which are not fully expressed herein.

CONTRACT ACCEPTED BY:

Signature: */s/ Donald McIver* **Print Name:** Donald McIver

Beckerman Public Relations

12/12/09

Date

Signature: */s/ Andy Kinard* **Print Name:** Andy Kinard

Car Charging, Inc.

12/11/09

Date

Exhibit A
Contact Information - List Key Contacts

For Billing/Invoicing:

Contact _____ Email address _____

Address _____ City _____ State _____ Zip Code _____

Work Phone # _____ Cell Phone # _____

For account work:

Contact _____ Email address _____

Address _____ City _____ State _____ Zip Code _____

Work Phone # _____ Cell Phone # _____

Contact _____ Email address _____

Address _____ City _____ State _____ Zip Code _____

Work Phone # _____ Cell Phone # _____

Contact _____ Email address _____

Address _____ City _____ State _____ Zip Code _____

Work Phone # _____ Cell Phone # _____

Exhibit 10.5

Channel Code _____

NOVACHARGE, LLC
ELECTRIC VEHICLE CHARGING STATION AUTHORIZED
RESELLER AGREEMENT

This Agreement is executed as of October 16th, 2009 (the ***"Effective Date")*** by and between NOVACHARGE, LLC, a Florida corporation, with its headquarters located at 8710 W. Hillsborough Avenue, #104, Tampa, FL 33615 ***("NovaCharge"),*** and ECHARGING STATIONS, LLC., a Florida limited Liability Corporation, with its principal office located at 9900 SW 70 Avenue, Miami, FL 33156 ***("Reseller").*** NovaCharge and the Reseller are each a ***"Party"*** and are collectively referred to herein as "the ***Parties."***

In consideration of the mutual promises and obligations herein contained, the Parties agree as follows:

AGREEMENT

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which:

A. NovaCharge is an authorized distributor for certain products of Coulomb Technologies, Inc. ("CTI") and this Agreement defines Reseller's rights to resell such CTI products on behalf of NovaCharge.

B. NovaCharge will resell to Reseller and Reseller will purchase from NovaCharge electric vehicle charging stations and related products, as well as components and parts thereof, other than on-vehicle products, manufactured by CTI and sold through NovaCharge (collectively, the ***"Products"),*** and under which Reseller is appointed by NovaCharge and authorized to resell, lease, rent, donate, let, loan or demonstrate or contract to do any of the preceding (collectively, ***"resell")*** the Products as set forth in **Exhibit 1** to customers who purchase the Products (collectively, the ***"Customers").*** NovaCharge may update Exhibit 1 from time to time upon notice from NovaCharge, effective upon receipt of such notice.

C. Reseller will undertake the obligations imposed upon it hereunder, including achievement of the Minimum Purchase and Performance Requirements set forth on **Exhibit 2** (the ***"Minimum Requirements").*** The Parties may upon mutual agreement update Exhibit 2 from time to time.

2. Independent Contractor

Reseller is and at all times shall be an independent contractor in all matters relating to this Agreement. Reseller and its employees are not agents of NovaCharge for any purposes and have no power or authority to bind or commit NovaCharge in any way.

3. Territory

A. Provided that the Reseller meets the Minimum Requirements and is otherwise in compliance with the terms of this Agreement, Reseller shall be a non - exclusive representative for the territory described in **Exhibit 3.**

Except as may be authorized in writing by NovaCharge, Reseller shall not resell Products from any location outside of the Territory.

4. Direct Sales by NovaCharge

Both NovaCharge and CTI may make direct sales without consultation or permission from the Reseller for the Territory. Notwithstanding the prior sentence: (i) NovaCharge will not pursue the Customer leads it provides to Reseller unless Reseller is unable to complete a sale to such lead in a reasonable time period from the date of such lead; and (ii) NovaCharge shall not directly seek to solicit any client or customer with respect to the Product to whom Reseller has sold or for whom Reseller has contracted with to sell or provide any Product.

5. Reseller Responsibilities

Reseller shall, within the Territory, actively promote the sale, proper safety of the Products, including but not limited to the following:

A. Reseller will, at its own expense, use its reasonable commercial efforts to market and promote the Products to Customers in the Territory consistent with good business ethics and in a manner that will reflect favorably on NovaCharge and CTI and the goodwill and reputation of NovaCharge and CTI, including but not limited to attendance at trade shows and conferences, collaborating with local electric vehicle advocacy groups, advertising and public relations.

B. Within forty-five (45) days after the Effective Date of this Agreement, Reseller shall designate for its personnel, persons who shall receive such training with respect to the Products as required by NovaCharge, provided such training is reasonably available within the time period specified in this Section, and Reseller shall be responsible for all costs and expenses associated with such training. At any time during the term of this Agreement, NovaCharge may require that Reseller complete additional training with respect to the Products.

C. Reseller shall attend periodic NovaCharge reseller's meetings at the request of NovaCharge. NovaCharge will provide reasonable notice of all reseller's meetings. Reseller shall be responsible for all costs and expenses associated with such attendance and NovaCharge shall not charge a fee to Reseller for such meetings.

D. Reseller shall be responsible for all costs, liabilities and obligations, including, but not limited to, any and all commissions and other fees, incurred in connection with Reseller's promoting, marketing, distribution, or selling the Products. Reseller will fully comply with all applicable laws, rules and regulations in the exercise of its rights and performance of its duties and obligations under this Agreement and will not engage in any illegal or unethical business practices in promoting, marketing or distributing the Products. Reseller will limit its claims and representations concerning the Products to those made in the published Product literature, and will be responsible for any claims or representations concerning the Products in excess of or inconsistent with such claims of NovaCharge or CTI.

E. Reseller shall be responsible to maintain a proper business office (defined as one which may not be maintained in a residential building/property or serve as a home/office), employ properly trained personnel to the extent necessary to meet its responsibilities hereunder throughout the Territory.

F. Reseller will maintain technical personnel with sufficient knowledge of the Products to assist Customers with respect to the general operation and use of the Products, including providing general Product information and configuration support; collecting relevant technical problem identification information; and providing basic support on the standard protocols and features.

G. Maintain its operations during normal business hours Monday Through Friday and/or during any other times required and/or necessary by Federal, State or City law to properly serve Customers and potential Customers in a safe and efficient manner.

H. To the extent possible, keep itself and NovaCharge informed of conditions of the market in the Territory which are material to the sale of the Products, including publicly available information relating to competitors' products, services and customers; *provided,* that Reseller shall not be required to provide any information about a competitor's products or services if doing so would violate the contractual confidentiality obligations of Reseller.

I. Do all things necessary and proper to develop and increase the demand for the Products within the Territory.

J. Maintain a sufficient number, as determined mutually by the Parties, of demonstration Products in good working order so that effective demonstrations of the qualities, features, applications and operation of the Products may be made to prospective customers. All demonstration units shall be purchased by Reseller at the then-current list price. The expense for the shipping of any demonstration unit will be borne by Reseller. Reseller must maintain such demonstration units in good order. In the event that any demonstration units are sold, Reseller must: (i) inform the purchaser of such demonstration units that the units are "used" and (ii) mark such demonstration units as "used."

K. Promptly upon the sale of a Product, work with Customers to register with CTI' s ChargePoint™ network to, among other items, gain access to CTI's website.

L. Provide, or arrange for providing each Customer with information as to the Product's features, limitations, proper operation, maintenance, and warranty terms.

M. Investigate, address and report to NovaCharge any complaints, comments and suggestions relating to the Products.

N. Comply with all federal, state and local laws, regulations and ordinances applicable to their businesses and the sale and servicing of the Products, including obtaining any required approvals, authorizations and permits required by applicable law.

O. Cooperate with distributors and resellers from other territories where Products will be sold or serviced for the sale and servicing of the Products in its Territory pursuant to the direction of NovaCharge even if orders are placed with NovaCharge or others inside or outside of the Territory.

6. Purchase Orders and Acknowledgements

A. Purchase Orders. All purchases of Products by Reseller shall be made by written purchase order specifying the Product, part number, quantities, price and NovaCharge's line item and order minimums, requested delivery schedule, and shipping instructions. All purchase orders shall be subject to the terms and conditions of this Agreement. Any additional printed terms and conditions in Reseller's purchase order or NovaCharge's order acknowledgement conflicting with or adding to the terms and conditions of this Agreement, shall be of no force and effect, unless the Parties hereto agree in writing, in advance, to accept such terms and conditions.

B. Acceptance of Purchase Orders. All orders and modifications to orders are subject to acceptance or rejection by NovaCharge in its sole reasonable discretion. No purchase order shall be binding upon NovaCharge unless and until so accepted in writing by NovaCharge. NovaCharge agrees to use commercially reasonable efforts to notify Reseller of its acceptance or rejection of Reseller's order within ten (10) business days after NovaCharge's receipt thereof.

C. Refusal of Purchase Orders. NovaCharge may withhold shipments if Reseller is in violation of the payment obligations of Section 8(B) herein or otherwise is in material breach of this Agreement. Such withholding shall not be construed as a breach of this Agreement. NovaCharge will notify Reseller within ten (10) business days when the Reseller is on credit hold.

D. Change of Purchase Orders. Upon no less than forty - five (45) days prior written notice to NovaCharge, Reseller may reschedule an accepted purchase order for Products to a date that is later than the shipment date in such order, provided that no such rescheduled date shall be later than thirty (30) days after the original shipment date. NovaCharge may charge Reseller, and Reseller agrees to immediately pay up to twenty percent (20%) of the original purchase order amount for any reschedules of shipment of Products as prepayment for such purchase orders if Reseller requests a later shipment date less than forty - five (45) days before the original scheduled shipment date.

E. Warranties. The warranty on the Product and all remedies for product defects are limited by and to the CTI's Limited Warranty ("Limited Warranty"), which may be changed by CTI in its sole discretion. A copy of the Limited Warranty will be made available to Reseller as necessary. Reseller acknowledges and agrees that it is not allowed to provide any additional warranties, *e.g.,* service warranty, extended warranty, and the like, related in any way to the Products.

7. Delivery

A. Reseller shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Products to Reseller or to the shipping location designated by Reseller. Shipping dates are approximate and are based upon prompt receipt of all necessary information from Reseller. In no event shall NovaCharge be liable for delay in delivery of the Products.

B. Delivery of the Products to Reseller shall be completed upon delivery of the Products to Reseller's freight forwarder and such forwarder's receipt thereof. All shipments shall be FOB CTI's warehouse or other location determined by NovaCharge. In all cases, title and the risk of loss or damage to any Product shall pass to Reseller upon delivery of the Products to Reseller's freight forwarder and such forwarder's receipt thereof. NovaCharge shall use commercially reasonable efforts to cause delivery of the Products ordered by Reseller on the date agreed in writing between NovaCharge and Reseller during the order and order acceptance process.

C. In no event shall NovaCharge be liable for any reprocurement costs for delay in delivery or non-delivery due to causes beyond NovaCharge's control. In the event of any such delay, the date of delivery shall automatically be extended for a period equal to the time lost by reason of the delay. In any event, NovaCharge shall not be in default for failure to deliver unless NovaCharge does not respond to the Reseller with a revised delivery commitment within ten (10) days after receipt of written notice of failure to deliver from Reseller. Reseller's sole remedy for such default shall be cancellation of the order. NovaCharge further reserves the right to allocate production deliveries among its other resellers and customers in a fair, reasonable, and non-discriminatory manner.

D. NovaCharge and CTI shall have the right to make substitutions and modifications to Products and in the specifications of Products sold by NovaCharge upon prior written notice to Reseller.

8. Invoicing and Payment

A. Unless otherwise agreed in writing by the Parties, NovaCharge will issue an invoice to Reseller upon receipt of a purchase order and the date it ships the ordered Products. If Reseller causes a delay in delivery, NovaCharge may issue its invoice at any time on or after the scheduled delivery date.

B. Payment is due in full within fifteen (15) days from the date of issuance of the invoice. Invoiced amounts are not subject to reduction by set-off or otherwise without the express, prior written consent of NovaCharge.

C. If Reseller is in violation of the payment obligations of Section 8(B) at the time of

Product shipment, NovaCharge may require full or partial payment in advance, reclaim Products upon demand, or terminate any order or any portion thereof. NovaCharge shall notify Reseller within ten (10) business days if it has been placed on credit hold.

D. Prices and payments due to NovaCharge are exclusive of any sales, use, excise, value-added, withholding, or similar tax of any kind. Reseller agrees to pay and to indemnify and hold NovaCharge harmless from any sales, use, excise, value-added, withholding or similar tax levied on any Product arising out of the use or sale of the Product by or to Reseller, other than taxes measured by NovaCharge's income, corporate franchise, or personal property ownership. Any and all taxes imposed on the sale of the Products to Customers are the responsibility of Reseller to collect and pay to the appropriate taxing authorities.

9. Termination of an Accepted Purchase Order

Reseller may cancel an accepted purchase order for Products without penalty if notice of such cancellation is received by NovaCharge no less than sixty (60) days prior to the scheduled shipment date. If Reseller requests cancellation of an accepted purchase order, or part thereof, for Products less than sixty (60) days prior to the scheduled shipment date, then NovaCharge may charge, and Reseller agrees to pay, a restocking fee of up to twenty percent (20%) of the amount of the order. Such fee will be invoiced on the originally scheduled shipment date. In addition, the price for the non-terminated portion of such purchase order may be increased to reflect the reduced volume level of the order.

10. Security Interest

A. NovaCharge shall retain a purchase money security interest in the Products until Reseller has paid the purchase price to NovaCharge in full. Reseller shall assist NovaCharge, at the reasonable request of NovaCharge, in recording and/or perfecting the security interest.

B. If NovaCharge terminates this Agreement pursuant to Section 34.B hereof, then NovaCharge shall have the right to declare the unpaid balance owing under any shipped but unpaid orders to be immediately due and payable, and to enforce its rights as a secured Party.

C. Upon Reseller's payment in full of the purchase price, NovaCharge shall use commercially reasonable efforts to promptly file a termination statement or other document needed to discharge the applicable security interest with the appropriate authorities.

11. Reseller Prices

A. The price to Reseller will be as specified on the Reseller Price Schedule in effect as of the date of acceptance by NovaCharge of Reseller's Order or such other representative prices as NovaCharge may otherwise specifically quote with respect to special orders or items not listed. NovaCharge may update the Reseller Price Schedule from time to time upon thirty (30) day written notice from NovaCharge; provided that any price increase will not be effective as to specific Customer proposals Reseller is working on at the time of such notice so long as Reseller has provided NovaCharge, within thirty (30) days of NovaCharge's notice of the price increase, information regarding such proposals as reasonably requested by NovaCharge to verify its status and NovaCharge has approved the proposal in writing as being price protected.

B. The applicable prices, charges, discounts, and allowances may be changed by NovaCharge at any time by NovaCharge giving reasonable notice thereof to Reseller at least forty - five (45) days prior to the effective date of such change; *provided,* any price increase shall not affect existing accepted Purchase Orders made by Reseller which extend beyond the effective date of such change and which NovaCharge has approved in writing.

C. Reseller will have sole discretion in establishing the resale price for the Products.

12. Changes in and Discontinuance of Products

A. NovaCharge shall notify Reseller at least sixty (60) days in advance of the date on which CTI will commence making any material change to any Product that renders such Product functionally obsolete ("Obsolescence Date"). In that event, Reseller may submit purchase orders to NovaCharge as a "last time buy" of the unchanged Product, to be placed within forty - five (45) days of such notice and requesting delivery not later than forty - five (45) days after the Obsolescence Date. NovaCharge will use commercially reasonable efforts to fulfill such orders as provided in Section 6 above. All orders accepted prior to NovaCharge's notice of obsolescence will be shipped, processed and invoiced provided they are scheduled to be delivered within forty - five (45) days after the Obsolescence Date.

B. Notwithstanding the foregoing, CTI reserves the right without notice and at any time to make:

i. non material changes to any Product;

ii. material changes to any Product:

a. for safety reasons; or

b. to comply with law, regulation, applicable industry standards (such as those promulgated by Underwriters Laboratories and the American National Standards Institute), court order or judgment

without incurring any obligation or liability to Reseller with respect to changes described in this Section 12.B., including any obligation to make a similar change to Products previously sold to Reseller or ordered by Reseller and not yet shipped. Products so changed will be accepted by Reseller as standard Products conforming to existing orders. Delivery schedules will be extended sufficiently to accommodate the reasonable production capabilities of CTI resulting from changes described in this Section 12.B.

13. Representations.

Reseller will not make and will not have any right, power or authority to make any representation, guarantee or warranty, either express or implied, on behalf of NovaCharge or CTI with respect to the Products beyond those made or authorized in writing by NovaCharge or CTI.

14. Installation

Reseller is not authorized to install the Products. Reseller shall direct its Customers to authorized installers provided by NovaCharge for installation of the Products.

15. Service

Reseller is not authorized to service the Products. Reseller may direct Customers to authorized service providers as identified by NovaCharge to Reseller. For the purposes of this Agreement, service includes any and all maintenance, repair, and warranty related services for the Product.

16. Reports; Business Plan; Audit.Reseller shall provide to NovaCharge an auditable monthly sales report ("Sales Report"). The Sales Report shall include such information as the date, time, location and Customer of each Product including all applicable serial numbers that is sold during the period to which the report relates. Additionally, Reseller shall provide to NovaCharge a monthly non-binding sales forecast report ("Forecast Report") detailing Reseller's projected sales of the Product for the next twelve (12) months from the date of the Forecast Report. Each Sales Report and Forecast Report shall be provided to NovaCharge on a monthly basis, by no later than the third (3^{ni}) business day of the month, in a form designated by NovaCharge. The initial Forecast Report shall be due to NovaCharge thirty (30) days from the Effective Date.

B. Within thirty (30) days of the Effective Date of this Agreement, and thereafter at least twenty (20) days prior to the end of the calendar year, Reseller shall provide to NovaCharge a business plan setting forth its plan to generate leads, and sell Products and meet expenses related to the sale of Products for the following year.

C. Reseller acknowledges that a designated representative of NovaCharge approved by Reseller (approval not to be unreasonably withheld, conditioned or delayed) is authorized to examine, audit, reproduce and take copies of the records required to be maintained by Reseller under Section 16 hereof. Examinations and audits will be conducted during regular business hours and at reasonable intervals and no more than twice per calendar year. Reseller will be furnished, upon request, a list of any reproduced records. Reseller shall maintain all records related to this Agreement during the term of the Agreement and for three (3) years after termination.

D. Contact. From time to time, NovaCharge may send its representatives to visit, or otherwise contact Customers to inquire as to their perception of the Products and Reseller.

17. NovaCharge Responsibilities

In support of Reseller's efforts hereunder and subject to the provisions of Section 2 hereof, NovaCharge will:

A. At its own expense, use its reasonable commercial efforts to market and promote the Products to Customers consistent with good business ethics.

B. Furnish electronic (soft-copy) versions of catalogs, data, specification sheets, and other information as determined by NovaCharge for reproduction and use by Reseller to assist Reseller sell the Products in accordance with this Agreement.

C. Provide access to NovaCharge's partner website;

D. Provide access to the required training with respect to the Products;

E. Furnish or procure furnishing of technical personnel with sufficient knowledge of the products to provide assistance to Reseller in connection with the sale of Products, including providing general Product information.

F. Offer to provide access to training to Reseller within thirty (30) days of the Effective Date of this Agreement.

G. Use commercially reasonable efforts to stay informed of conditions of the market in the Territory which are material to the sale of the Products, including publicly available information relating to competitors' products, services and customers and make this information available to Reseller.

H. Share all known Product issues with Reseller in a timely manner.

I. Maintain its operations and/or use reasonable commercial efforts to maintain its operations open during all days and hours which are customary for those who sell electric vehicle charging stations and related products, as lawful and necessary to properly support Reseller in serving its Customers and potential Customers in a safe and efficient manner.

J. Comply with all federal, state and local laws, regulations and ordinances applicable to its businesses, including obtaining any required approvals, authorizations and permits required by applicable law.

18. Advertising

Reseller acknowledges that NovaCharge may or may not actively promote or market the Products in the Territory, and agrees that NovaCharge and Reseller shall mutually agree in advance and in writing on any assistance or support to Reseller in relation to such promotion or marketing. Reseller shall be permitted, at the sole expense of Reseller, to promote and market the Products subject to the following conditions:

A. Reseller will at all times adhere to ethical standards of advertising in promoting the Products or their operations.

B. Reseller shall not publish, cause or allow to be published, nor make any statement relating to any Product or the operations of the Products which may mislead or deceive Customers or the public generally.

C. Reseller may not use the name of NovaCharge or CTI or any of their Marks (as defined below) nor any of its affiliates in Reseller's advertising or promotional materials without NovaCharge's written consent, which shall not be unreasonably withheld or delayed, except as otherwise provided in Section 19 below.

D. NovaCharge may, at any time, require Reseller to desist from use of advertising or marketing material that NovaCharge deems to be inappropriate for use in connection with the Products, and Reseller shall immediately comply with such direction by NovaCharge.

19. Name, Trademarks and Service Marks

A. NovaCharge and CTI and their affiliates are owners of various trademarks, service marks, names and designs (collectively, *"Marks")* used in connection with the Products.

B. Reseller is granted under this Agreement the nonexclusive privilege of displaying various the Marks, specifically CTI's marks SmartletTM and ChargePoint NetworkTM, in the conduct of their operations with regard to the Products, *provided, however,* that Reseller will discontinue the display or use of the Marks or change the manner in which the Marks are displayed or used with regard to the Products when requested to do so by NovaCharge or CTI. Either NovaCharge or CTI may provide trademark usage guidelines with respect to Reseller's use of the Marks, in which case Reseller thereafter must comply with such guidelines. If no such guidelines are provided, then for each initial use of the Marks, Reseller must obtain NovaCharge's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Reseller may use the Marks in the approved manner. The Marks may not be used under this Agreement as a part of the name under which Reseller's business is conducted or in connection with the name of a business of any company affiliated with Reseller.

C. Reseller will not take any action, directly or indirectly, to register or cause to be registered any Marks in their favor or in the favor of any third Party.

Upon termination of Reseller's appointment hereunder, Reseller will, at its expense, immediately discontinue all use and display of Marks. After such termination, Reseller will not use, either directly or indirectly, any Marks or any other marks so resembling such Marks as to be likely to confuse or deceive.

D. Reseller will not remove, conceal or cover markings, labels, legends, trademarks, or trade names installed or placed on the Products by NovaCharge or CTI except as specifically agreed in writing by NovaCharge.

E. All uses that Reseller makes of the corporate name or of any trademark, trade name, service mark or copyright of NovaCharge or CTI, if permitted as provided herein, will be for the exclusive benefit of NovaCharge or CTI, respectively.

F. During the term of its appointment hereunder, Reseller will not, without the prior written consent of NovaCharge, register or apply for registration of any patent, trademark, service mark, copyright, trade name or registered design that is substantially similar to a patent, trademark, service mark, copyright, trade name or registered design of NovaCharge or CTI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Reseller by NovaCharge during such term.

20. Confidential Information

A. During the term of this Agreement, each Party (the *"Receiving Party")* may be provided with or otherwise learn confidential and/or proprietary information of the other Party (the *"Disclosing Party")* (including, without limitation, certain information and materials concerning the Disclosing Party's business, plans, Customers, technology, and products) that is of substantial value to the Disclosing Party, which is identified as confidential at the time of disclosure or which ought in good faith to be considered confidential based on the nature of the information or the circumstances surrounding disclosure *("Confidential Information").* All Confidential Information remains the property of the Disclosing Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees and/or contractors who need to know the Confidential Information for purposes permitted under this Agreement and who are bound by

written confidentiality agreements with terms at least as restrictive as those provided in this Agreement. The Receiving Party will not use the Confidential Information without the Disclosing Party's prior written consent except in exercising its rights or performing its obligations under this Agreement. The Receiving Party will take measures to maintain the confidentiality of the Confidential Information similar to those measures the Receiving Party uses to maintain the confidentiality of its own confidential information of like importance, but in no event less than reasonable measures. The Receiving Party will give immediate notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure.

B. The confidentiality obligations do not extend to Confidential Information which (i) becomes publicly available without the fault of the Receiving Party; (ii) is rightfully obtained by the Receiving Party from a third party with the right to transfer such information without obligation of confidentiality; (iii) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; or (iv) was lawfully in the possession of the Receiving Party at the time of disclosure, without restriction on disclosure. The Receiving Party will have the burden of proving the existence of any condition in this Section 20.B.

C. In the event that the Receiving Party or its agents or representatives should be requested or be required (by oral questions, in interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any confidential information, the Receiving Party shall provide the other with prompt notice of such requests so that the Disclosing Party may seek an appropriate protective order and/or waive compliance with the provisions of this Section. It is further agreed that, if in the absence of a protective order or the receipt of a written waiver hereunder, the Receiving Party or its agents or representatives are nonetheless, in the opinion of their respective counsel compelled to disclose confidential information concerning the Disclosing Party to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may disclose such information to such tribunal without liability hereunder.

21. Non-compete. Reseller agrees that, during the term of this Agreement, Reseller will not develop, acquire, market or distribute any other products that compete with the Products ***("Competitive Products"*** defined below) without the prior written consent of NovaCharge. Reseller will give NovaCharge prompt notice of any request it receives to distribute any Competitive Products. For the purposes of this Agreement, Competitive Products means any product that provides the same functionality as the Products. Notwithstanding the requirements of this section, Reseller's ownership of Competitive Products for purposes other than sales, marketing, or distribution of such Competitive Products shall not be a violation of this section.

22. NovaCharge Infringement Indemnity

A. NovaCharge shall defend at its expense any suits or proceedings against Reseller to the extent alleging that any Product as furnished hereunder infringes a U.S. patent, or any copyright or trademark, and to pay damages finally awarded in any such suits or proceedings or are agreed to by NovaCharge in settlement with such third party (including reasonable attorney's fees and expenses), provided that NovaCharge is notified promptly in writing of the suit and at NovaCharge's request and at its expense is given control of said suit and all requested reasonable assistance for defense of same. If the use or sale of any Product furnished hereunder is enjoined as a result of such suit, NovaCharge, at its option and at no expense to Reseller, shall obtain for Reseller the right to use and resell said Product, or shall substitute a functionally equivalent Product acceptable to Reseller and extend this indemnity thereto. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent, copyright or trademark by the combination of a Product furnished by NovaCharge with other elements not furnished by NovaCharge if such infringement would have been avoided by the use of the Product alone.

B. THE FOREGOING STATES THE EXCLUSIVE AND ENTIRE LIABILITY OF NOVACHARGE FOR INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION.

23. General Indemnification

Each Party hereto (the "Indemnitor") agrees to, and shall, indemnify, defend and hold harmless the other Party hereto (the "Indemnitee"), and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from, in connection with or related in any way to, directly or indirectly, (i) the Indemnitee's material breach of any obligation of the Indemnitor in this Agreement (unless an exclusive remedy or liability exclusion is otherwise provided for in the applicable provision(s) of this Agreement), and (ii) the gross negligence or willful misconduct of the Indemnitor, its employees, agents, or contractors in the performance of this Agreement. The Indemnitee shall promptly notify the Indemnitor of any such claim, and the Indemnitor shall bear full responsibility for the defense of such claim (including any settlements); provided however, that: (1) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of such litigation or settlement; (2) the Indemnitor shall not have any right, without the Indemnitee's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee; and (3) the Indemnitee shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

24. Product Liability

A. Should any product liability claims, demands, disputes or lawsuits by consumers or members of the general public relating to or arising out of personal injury and/or damage to property caused by alleged defects in any of the Products ***("PL Claims")*** be made against NovaCharge or Reseller in the U.S.A., regardless of whether such PL Claim is based on breach of warranty, negligence or strict liability, Reseller and NovaCharge will provide to the other Party prompt notice of such PL Claim and every formal PL Claim document received by either of them relating to such PL Claim. NovaCharge and Reseller agree to share such information with CTI as well.

B. With respect to any such PL Claim, Reseller and NovaCharge agree to communicate and cooperate with each other and with CTI and, if necessary, any appropriate insurance carrier, to the extent possible in the defense of such PL Claim Reseller and NovaCharge will make available to each other and CTI the services of knowledgeable personnel and information, within each Party's control, necessary to the defense of the PL Claim. During the pendency of any alternative dispute resolution procedure or litigation involving such a PL Claim ***("Legal Action"),*** Reseller and NovaCharge will make reasonable commercial efforts to refrain from taking any action, including third party claims, against each other which may adversely affect the other Party's position with respect to the PL Claim or Legal Action except to enforce the indemnity provisions set forth herein below. Each Party will retain the right to conduct its own defense of a PL Claim made against it subject to the indemnity provisions set forth herein below.

C. NovaCharge shall indemnify and hold Reseller harmless against any PL Claim or action threatened or brought by a third party to the extent such PL Claim or action results from Product defects attributed to the design or manufacture of the Products, or, if such PL Claim is dismissed or settled prior to judgment, alleges the defect to be attributable to NovaCharge or CTI, unless and to the extent Reseller is liable for indemnity under Section 23 hereof or such PL Claim or action is otherwise attributable to the negligence of Reseller. Additionally, NovaCharge shall indemnify Reseller with respect to damages awarded to such third party, as well as court costs and/or reasonable attorney's fees actually incurred by Reseller with respect thereto.

D. Reseller shall indemnify and hold NovaCharge and CTI harmless against any PL Claim or action threatened or brought by a third party arising out of the death of or injury to any person, damage to any property, or other damages or loss by whomsoever suffered to the extent such PL Claim or action results from defects attributed to the design or manufacture of the Products, if such PL Claim is dismissed or settled prior to judgment, alleges the defect to be attributable to Reseller, unless and to the extent NovaCharge is liable for indemnity under Section 23 hereof or such PL Claim or action is otherwise attributable to the negligence of NovaCharge. Additionally, Reseller shall indemnify said NovaCharge and CTI with respect to damages awarded to such third party, as well as court costs and/or reasonable attorney's fees actually incurred by it with respect thereto.

E. If such PL Claims or actions result from matters falling within both Parties' obligations under Section 23 hereof or are otherwise attributable to both Parties' negligence, the Parties obligations thereunder shall be apportioned in a fair and equitable manner based on the contribution of each to any resulting liability.

F. The foregoing states the exclusive and entire liability of the Parties with respect to product liability indemnification.

G. Each Party will maintain product liability insurance with respect to the Products sold up to an amount and as for a period as to be separately agreed between the Parties.

25. Limitation of Liability

A. Except for the payment of Products, liability for indemnification against third party claims, liability for breach of confidentiality, liability for infringement or misappropriation of the other Party's intellectual property rights, or as otherwise specifically provided in this Agreement, to the maximum extent allowed by law, neither Party will be liable for indirect, incidental, special or consequential damages hereunder.

B. Neither Party shall be liable for amounts or other performance in connection with the settlement of a PL Claim, action, liability, loss, payment of attorney's fees, cost or expense if such Party did not approve such settlement in writing.

C. Except for the payment of Products, liability for indemnification against third party claims, liability for breach of confidentiality, liability for infringement or misappropriation of the other Party's intellectual property rights or Reseller's breach of Section 21, each Party's aggregate liability under this Agreement shall not exceed the amounts paid or payable from Reseller to NovaCharge in the calendar year prior to the event giving rise to the claim.

26. Insurance

A. Required Coverage. During the term of this Agreement and for a period of not less than one year following termination or expiration of the Agreement, NovaCharge and Reseller shall each, at its sole cost and expense, maintain in full force and effect, the following insurance: comprehensive general liability insurance, including contractual liability insurance and product liability insurance, on an "occurrence basis" against claims for property damage, bodily injury or death, with limits of not less than U S $500,000.00 per person and not less than U S $1,000,000.00 per occurrence.

B. Cancellation. All policies of insurance that each Party is required to maintain under this Section shall provide that the other Party shall be an additional insured. In addition, all such policies shall contain an agreement on the part of the insurers that, in the event of cancellation of the policy in whole or in part, or a material reduction as to coverage or amount thereof, whether initiated by the insurer or the insured, the insurer shall provide at least thirty (30) days' advance written notice to the other Party prior to such cancellation or reduction in coverage.

C. Evidence of Insurance. Reseller shall furnish evidence that it has obtained the insurance required to be maintained pursuant to this Section. Such evidence shall be in the form of insurance certificates that shall contain the notice provision and additional insured requirement described in Section 25.C.B.

27. Business Expenses

All business expenses, costs and charges incurred by Reseller in the performance of this Agreement will be paid by Reseller unless, in each instance, in advance of incurring such expense, cost or charge, the Parties otherwise agree in writing.

28. No Export Reseller agrees not to export any Products outside of the United States.

29. Notices

All notices hereunder will be given in writing, and the effective date of each such notice will be deemed to be (i) the fifth (5`11) business day following the date of its deposit in a local postal box, postage prepaid, (ii) the delivery date next following the day of sending such notice via a recognized private carrier providing overnight delivery services, or (iii) upon the day of confirmed transmittal by facsimile or electronic mail, to the addresses listed in **Exhibit 4.** In the event of a change of address, the Party whose address has changed will notify the other Party in writing.

30. Assignment of Rights; Delegation of Obligations

A. By Reseller

Neither this Agreement, nor any rights or obligations hereunder, will be assigned, delegated, pledged or otherwise transferred by Reseller, whether by operation of law or otherwise, without the prior written consent of NovaCharge (consent not to be unreasonably withheld) provided, however, that Reseller may transfer any rights or obligations hereunder to any Reseller subsidiary or affiliate provided that the assigning Reseller entity remains jointly and severally liable for the obligations of the assignee hereunder. Any such attempted transfer, whether voluntary or involuntary, outside the scope of this Section 30.A will be null and void if done without such prior written consent.

B. By NovaCharge

NovaCharge may freely assign this Agreement and its rights and obligations hereunder to any NovaCharge subsidiary or affiliate, or to an unaffiliated successor to all or substantially all of the business associated with the Product (provided that such unaffiliated successor is reasonably capable of fulfilling the obligations under this Agreement).

31. Amendment and Modification

Except as otherwise specifically provided herein, this Agreement may not be varied in its terms other than by a written instrument duly executed contemporaneously with or subsequently to the execution of this Agreement by a duly authorized representative of each Party. Notwithstanding the foregoing, the manuals and procedures referenced in this Agreement or incorporated into this Agreement by reference may be modified by NovaCharge without prior notice.

32. Waiver

A. The failure of either Party at any time to require performance by the other Party of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of either Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.

B. No waiver will be effective unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced. Any such waiver will be effective only in respect of the specific instance and for the specific purpose given.

33. Force Majeure

A. Except with respect to payment obligations, neither Party will be liable for failure to perform any of its obligations hereunder due to causes beyond the Party's reasonable control and occurring without its fault or negligence (a ***"Force Majeure Event").*** A Force Majeure Event will include, but not be limited to, fire, flood, hurricane, earthquake or other natural disaster (irrespective of the Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

B. Neither Party will be liable for the inability to use the Products for any period of time due to electricity shortages.

C. Nothing herein will be construed as preventing either Party from terminating or canceling this Agreement in accordance with the termination provisions hereof notwithstanding the occurrence of a Force Majeure Event.

34. Term and Termination

A. Term. In the event that NovaCharge's rights under its agreement with CTI is terminated for any reason, then this Agreement shall also be terminated effective with the termination of the NovaCharge agreement with CTI. The term of the Agreement begins on the Effective Date and will continue for one (1) year ("Initial Term") unless earlier terminated as provided in this Section 34. The Agreement will automatically renew for successive one (1) year terms unless either Party elects not to renew the Agreement by giving the other Party written notice thereof at least ninety (90) days prior to the end of the then current term or unless earlier terminated as provided in this Section 34.

B. Right to Contact cn. In the event that NovaCharge's rights under its agreement with CTI is terminated for any reason, and this Agreement is terminated effective with the termination of the NovaCharge agreement with CTI as set forth in subsection [A] above, Reseller shall be entitled to contact CTI directly to engage in a separate contract and conduct business directly with CTI without any liability to NovaCharge hereunder.

C. Termination for Cause. Either Party may terminate this Agreement immediately, upon written notice to the other Party, (i) upon the other Party's material breach of any term of this Agreement not cured within thirty (30) days following receipt of written notice from the non-breaching Party describing such breach; (ii) institution by or against the other of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other's debts, (iii) upon the other's making an assignment for the benefit of creditors or (iv) upon the other's dissolution or ceasing to conduct business in the normal course. Material breach by Reseller entitling NovaCharge to terminate this Agreement as provided above shall include but is not limited to Reseller's failure to meet the Minimum Requirements for more than twelve (12) months.

D. Effect of Termination. After any termination or expiration of this Agreement:

i. Neither Party shall have any liability to the other for any claims arising out of a termination of this Agreement in accordance with its terms, including without limitation, for compensation, reimbursement or damages for the loss of prospective profits, anticipated sales or goodwill. However, termination shall not extinguish any liability of either Party arising before termination of this Agreement, including without limitation, for payment due for the Products. Notwithstanding the foregoing, if NovaCharge terminates this Agreement pursuant to Section 34.B, NovaCharge may, in its sole discretion, cancel any or all of Reseller's Purchase Orders for the Products which have not yet been delivered to Reseller.

ii. If Reseller has an inventory of Products on the date of termination, unless NovaCharge terminated this Agreement pursuant to Section 34.B above, Reseller may continue to resell the Products in accordance with the terms of this Agreement, including, but not limited to, Reseller's provision to NovaCharge of reports and payments with respect to such inventory as required under this Agreement.

iii. All Confidential Information and sales and promotional materials will remain the property of NoVaCharge and will be returned to NovaCharge thirty (30) days after the effective date of termination.

35. Dispute Resolution

A. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or to the breach or termination hereof (a ***"Dispute"),*** the Parties agree to resolve the same as follows:

i. The Parties shall initially attempt to resolve the Dispute through consultations and negotiations.

ii. If the Dispute has not been resolved amicably within thirty (30) days after any disputing Party provides notice thereof, unless the Parties agree otherwise, the Dispute shall be resolved by final and binding arbitration in Tampa, Florida, in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association (the ***"AAA").*** The language to

be used in the arbitral proceeding shall be English. Each of the arbitrators shall be neutral, independent and impartial, and knowledgeable of the electric vehicle industry. The arbitrators shall render a written award stating the reasons for the decision. Judgment on an arbitral award or decision may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award or decision and any appropriate order, including enforcement.

iii. Each of the Parties consents to the submission of any Dispute for settlement by final and binding arbitration in accordance with subsection 35.A(ii) above.

iv. Notwithstanding the foregoing, either Party may request injunctive and equitable relief either from the arbitrators or from a court of competent jurisdiction if the other Party has breached its obligations with respect to protection of confidential and/or proprietary information. The Parties consent to the exclusive jurisdiction and venue of the courts located in and serving Tampa, Florida in all such matters arising out of or relating to this Agreement unless both Parties agree to arbitrate such matters in accordance with this section.

36. Applicable Law

This Agreement will be construed, and performance will be determined, according to the laws of the State of Florida.

37. Binding Effect

This Agreement will be binding on and inure to the benefit of the Parties' respective successors and assigns, if any.

38. Survival

Those provisions dealing with confidentiality and those other provisions which by their nature or terms are intended to survive the termination of this Agreement, including but not limited to Sections 20, 21, 23, 24 and 25 will remain in full force and effect as between the Parties hereto as contemplated hereby.

39. Severability

Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties of circumstances other than as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

40. Governmental Approvals

A. Reseller warrants and represents that it possesses full power and authority under applicable federal and state law to enter into and execute this Agreement.

B. Where necessary and appropriate, NovaCharge and Reseller will cooperate in securing any governmental approvals and/or permits required to effectuate the transactions contemplated by this Agreement.

41. Announcements. Except as may be required by law or governmental order, no announcement or publication of this Agreement or any of the contents hereof shall be made by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed.

42. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings in respect to the subject matter hereof.

43. Disclaimer of Agency and Franchise Agreement

Reseller and NovaCharge agree that Reseller is not and shall not hold itself out as NovaCharge's agent in any respect or for any purpose. Reseller is not authorized to incur any obligations or to make any representations or warranties on NovaCharge's behalf other than those specifically set forth in this Agreement. Reseller and NovaCharge agree that this Agreement does not constitute a franchise agreement, notwithstanding the laws of any jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NOVACHARGE, LLC	**RESELLER**
By: 	By: */s/ Raphael Perez*
Title: President	Title: Secretary
By:	By:
Title:	Title:

Channel Code _____

Exhibit 1 - Product List

This Agreement applies to the following Product categories:

- SmartletTM Charging Stations
- Associated SmartletTM Options and Accessories

Repair Parts:

- SmartletTM Field Replaceable Units
- SmartletTM Spare Parts

**** Products are only manufactured for use within the United States and shall not be exported.**

Exhibit 2 - Minimum Purchase and Performance Requirements

A. Minimum Purchase Requirement

No minimum purchase requirement will be required for the first six months of this agreement. For the subsequent six months the Reseller and NovaCharge will agree on a reasonable goal based on the unit ordering history for the previous period.

B. Performance Requirements

a. Installer Recruitment

At least one qualified installer will be recruited for each area where Products are being shipped. Reseller can be a qualified installer, if approved by NovaCharge.

b. Maintenance Contracts

All customers will be offered CTI/NovaCharge extended warranties.

C. Evaluation

NovaCharge will evaluate Resellers every six (6) months to determine if their Minimum Purchase and Performance Requirements have been met. Reseller will receive written notice if it has failed to meet its Minimum Purchase Requirement after the first consecutive six (6) months following the Effective Date.

Channel Code _____

Exhibit 3- Territory

Southeast Region

Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, and Virginia.

Any opportunities outside the Territory specified above may be presented by Reseller to NovaCharge and negotiated on a case-by-case basis.

Channel Code _____

Exhibit 4 - Addresses

NOVACHARGE, LLC.

Contractual Correspondence:
8710 W. Hillsborough Avenue #104
Tampa, Florida 33615
Attn: President

E:Mail: heldarodriguez@novacharge.net
Phone: (813) 333-1119
FAX: (813) 569-0716

RFQ, Shipping Releases and Schedules:
8710 W. Hillsborough Avenue #104
Tampa, Florida 33615

E:Mail: heldarodriguez@novacharge.net
Phone: (813) 333-1119
FAX: (813) 569-0716

Payments and Invoicing:
8710 W. Hillsborough Avenue #104
Tampa, Florida 33615

E:Mail: heldarodriguez@novacharge.net
Phone: (813) 333-1119
FAX: (813) 569-0716

RESELLER

_____

_____

Attn: _____
Phone: _____
Fax: _____
E:mail: _____

Exhibit 10.6

LEASE AGREEMENT
THE LINCOLN

Dated as of November _6_, 2009

between

1691 MICHIGAN AVENUE INVESTMENT LP

as Landlord

and

CAR CHARGING INC.

as Tenant

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EXHIBIT LIST

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), is made and entered into as of this *1st* day of December, 2009 (the "Effective Date"), by and between 1691 MICHIGAN AVENUE INVESTMENT LP, a Delaware limited partnership ("Landlord"), and CAR CHARGING INC., a *Florida* corporation ("Tenant").

WITNESSETH:

1. Basic Lease Provisions; Definitions.

(a) Basic Lease Provisions.

A. **PREMISES:**		**C. PLACE FOR PAYMENT OF RENT:**
(1) Building Name:	The Lincoln	Payee: 1691 Michigan Avenue Investment LP
(2) Suite Number(s):	425	Address: c/o 1691 Michigan Avenue Investment LP P.O. Box 9177 Uniondale, NY 11555-9177
(3) Building Address:	1691 Michigan Avenue Miami Beach, FL 33139	
(4) Rentable Area of Premises	2,213 square feet	
B. LEASE TERMS:		**D. NOTICES:**
(1) Lease Term	38 full calendar months after Effective Date	(1) Tenant: Car Charging Inc. _____ _____ _____
(2) Rent Commencement Date	The date that is 2 months after the Effective Date	
(3) Initial Annual Fixed Rent	$ 70,816.00	(2) Landlord: 1691 Michigan Avenue Investment LP c/o Grubb & Ellis 801 Brickell Avenue, Suite 560 Miami, Florida 33131 Attn: Karyn Weiss
(4) Initial Annual Sales Tax	$ 4,958.00 (being 7% of $70,816.00)	Copy of all Material Notices to: King & Spalding LLP 227 West Trade Street Suite 600 Charlotte, NC 28202 Attn: Mark V. Thigpen Fax No. 704-503-2622
(5) Initial Annual Total	$ 75,773.12	Copy of all Material Notices to: Real Estate Capital Pa tners 460 Herndon Parkway, Suite 155 Herndon, Virginia 20170 Attention: Jason Winans Fax: 703-650-4301
(6 Tenant's Proportionate Share	1.60	
(7) Security Deposit	$35,408.00	

(8) Parking Spaces	8 unreserved spaces at initial rate of $120.00 per space per month plus applicable Sales Tax.	
(9) Prepaid Rent	$6,314.43	
(10) Guarantor	N/A	
(11) Base Year	2010	

(b) Definitions. For purposes of this Lease and any attached exhibits, the following terms shall have the following meanings:

(i) "All of the Exhibits" shall mean Exhibits "A", "B", "C", "D", "E", and"F", attached to this Lease.

(ii) "Base Rent" shall mean the Monthly Base Rent per month, subject to the provisions of Paragraph 5.

(iii) "Base Year Expense Stop" shall mean Tenant's Proportionate Share of the sum of the actual Operating Expenses and Taxes for the Base Year.

(iv) "Building Grade" shall mean: (i) the type, brand and/or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or, as the case may be, the exclusive type, grade, or quality of material to be used in the Building; and (ii) the standard method of construction and installation technique to be used in the Building, as Landlord determines.

(v) "Common Areas" shall mean collectively, the Tenant Non-Exclusive Common Areas and the Service Areas.

(vi) "Complex" shall mean the Building and all other buildings, the Parking Facility and all other parking areas, the Common Areas and all other improvements located in, on, under or adjacent to the Property designated as the Complex from time to time by Landlord. At the option of Landlord, from time to time, any of the properties in the Complex other than the Building, may be included or excluded from the definition of Complex and the Tenant's Proportionate Share under this Lease shall be adjusted accordingly, if appropriate. Without limiting the generality of the foregoing, Landlord may sell the Parking Facilities and exclude same from the Complex.

(vii) "Cost of a Parking Space" shall mean $120.00 per space per month plus applicable surcharges for each of the Parking Spaces subject to provisions of Paragraph 29 hereof.

(viii) "Hazardous Material(s)" shall mean any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or words of similar import under applicable Legal Requirements, including, without limitation, oil and petroleum products, natural or synthetic gas, polychlorinated biphenyls, asbestos in any form, urea formaldehyde, radon gas, or the emission of non-ionizing radiation, microwave radiation or electromagnetic fields at levels in excess of those, if any, specified by any Legal Authority or which may cause a health hazard or danger to property, or the emission of any form of ionizing radiation, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, mutagenic or otherwise hazardous or any other pollution under any applicable Legal Requirements. Hazardous Materials shall not include reasonable quantities of conventional cleaning supplies used in a typical food service setting and in compliance with all Legal Requirements.

(ix)"Landlord's Broker" shall mean Grubb & Ellis Company

(x) "Lease Term" shall mean a term commencing on the Effective Date and continuing for thirty-six (36) full calendar months after the Rent Commencement Date (plus any partial calendar month in which the Rent Commencement Date falls).

(xi) "Legal Authority" means any domestic or foreign federal, state, county, municipal, or other government or governmental or quasi-governmental department, commission, board, bureau, court, agency, or instrumentality having jurisdiction or authority over Landlord, Tenant and/or all or any part of the Premises or the Complex.

(xii) "Legal Requirements" means any law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, permit, certificate, license (including any beer, wine or liquor license), authorization, registration, or other direction or requirement of any Legal Authority, including, without limitation, the Americans with Disabilities Act ("ADA"), which is now or in the future applicable to the Premises or the Complex, including those not within the present contemplation of the parties; and the provisions of any applicable insurance policies in effect with respect to the Premises or the Complex.

(xiii) "Monthly Base Rent" and "Annual Base Rent" shall be in accordance with the following schedule:

Month	Per Sq. Ft	Annual*	Monthly*
1 to 12	$32.00	$70,816.00	$5,901.33
13 to 24	$32.96	$72,940.48	$6,078.37
25 to 38	$33.95	$75,131.35	$6,260.95

Provided no event of default by Tenant occurs, the Monthly Base Rent for the first two (2) months after the Effective Date shall be abated so that the actual Annual Base Rent for the period encompassing months 1-12 of the Lease Term received by Landlord shall be $59,013.34.

* Net of electricity. Applicable sales tax on Base Rent shall be paid as and when Base Rent is due and payable.

(xiv) "Normal Business Hours" for the Building shall mean 8:00 a.m. to 6:00 p.m. Mondays through Fridays and 9:00 a.m. to 1:00 p.m. Saturdays, exclusive of normal business holidays and official holidays in the State of Florida. Subject to emergency and force majeure, Tenant shall have limited access to the Premises, Building and Parking Facility, subject to compliance with Landlord's security procedures for access (e.g. through a card reader system) during other than Normal Business Hours, 24 hours per day, 7 days per week.

(xv) "Normal Premises Hours" for the operation of the business to be conducted at the Premises shall mean N/A.

(xvi) "Parking Facility" or "Parking Facilities" shall mean either a parking garage attached to and/or a parking lot in close proximity to the Building. The Parking Facility is a part of the Complex and may include, without limitation, any off-site property acquired (by purchase or lease) by Landlord for the purpose of providing additional parking for the Tenant, their employees and/or customers.

(xvii) "Permitted Use" shall mean that the Premises shall be used for general office uses only. The Premises shall be used for no other purpose whatsoever.

(xviii) "Premises" shall mean that certain premises known as Suite 425 located on the 4th floor of the Building outlined on the floor plan attached to this Lease as **Exhibit "B",** which is incorporated into this Lease.

(xix) "Prepaid Rent" shall mean the sum of $6,314.43 which is based upon one month's Minimum Base Rent plus applicable sales tax.

(xx) "Property" means the real property described in **Exhibit "A"** attached to and incorporated into this Lease.

(xxi) [Intentionally Deleted]

(xxii) "Rentable Area of the Complex" shall mean the sum of all rentable areas of all office and retail tenant premises computed in the same manner as the Rentable Area of the Premises, except that in determining the rentable area of any retail space in the Building, the manner of determining the useable area of such space and the common area space factor may be different from those set forth herein.

(xxiii) "Rentable Area of the Premises" shall mean the sum of the "Usable Area of the Premises" (as hereinafter defined), plus a pro rata allocation of the Common Areas equal to the applicable common area space factor (which the parties agree is 17%) multiplied by the Usable Area of the Premises, plus any area designated for the exclusive use of Tenant which would have otherwise been deemed to be part of the Service Areas. The Rentable Area of the Premises set forth in Paragraph 1(a)(4) shall be deemed to be the Rentable Area of the Premises, subject to adjustment as provided in Paragraph 2(b) hereof.

(xxiv) "Rent Commencement Date" shall mean the date that is two (2) months after the Effective Date.

(xxv) [Intentionally Deleted]

(xxvi) "Service Areas" means those areas within the exterior walls of the buildings in the Complex used for building stairs, elevator shafts, flues, vents, stacks, pipe shafts, risers, raceways, and other vertical penetrations, mechanical rooms (containing machinery, equipment or controls for the air conditioning, security, telecommunications, elevators, and other systems in the Complex), janitorial closets, electrical and telephone closets, and other similar facilities to which access is not necessarily granted to the tenants in common without prior permission from Landlord, plus any other area of the Complex that is not: (A) Tenant Non-Exclusive Common Areas; or (B) premises leased or intended to be leased to tenants of the Complex.

(xxvii) "Tenant Non-Exclusive Common Areas" (as initially constructed or as the same may at any time thereafter be enlarged or reduced) shall mean facilities or areas and improvements in the Property that are designed or made available from time to time by Landlord, as appropriate, for the common use or benefit of Landlord, Tenant and other tenants, occupants and users of the Property, or the general public, including, but not limited to: (A) all such areas within the exterior walls of the buildings in the Complex devoted to corridors, elevator foyers, vending areas, restrooms, and (B) any such common roadways, service areas, driveways, access roads, decks, parking areas and facilities (including the Parking Facility) areas of ingress and egress, sidewalks and other pedestrian ways, tunnels, bridges, corridors, enclosed or exterior malls, elevators, escalators, stairways, comfort and first aid stations, public washrooms, lobby areas (whether at ground level or otherwise), courts, parcel pick-up stations and other facilities or areas and improvements in the Property.

(xxviii) "Usable Area of the Premises" shall mean the total gross floor area enclosed by the vertical planes of: (A) the interior surface of the exterior Premises walls and/or windows, including without limitation, the floor area of any vestibules for the Premises notwithstanding that there may not be walls therefor; (B) the midpoint of any walls to be shared in common with other tenants; (C) the exterior side of any walls separating adjacent portions of the Non-Exclusive Common Areas; and (D) the exterior side of any walls separating adjacent portions of the Service Areas without deduction for any Service Areas, if any, penetrating or within the Premises.

2. Lease Grant.

(a) Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises. Tenant shall also have a license to use on a non-exclusive basis, the Tenant Non-Exclusive Common Areas made available from time to time by Landlord, but not the Service Areas.

(b) Tenant agrees and acknowledges that the Rentable Area of the Premises is conclusively deemed to be the Stipulated Square Footage of the Premises stated in Paragraph 1(a), provided that Landlord may, at its expense, direct its architect to determine the Usable Area of the Premises and the Rentable Area of the Premises as actually constructed and certify as to same to both Landlord and Tenant. In the event that the Rentable Area of the Premises as determined by Landlord's architect reflects the Rentable Area of the Premises differs from the Stipulated Square Footage of the Premises, the Rentable Area of the Premises shall be adjusted to equal the amount as so determined, and the Base Rent and any other amounts specified in this Lease as a function of the Rentable Area of the Premises shall be adjusted proportionately.

3. Lease Term.

(a) This Lease shall continue in force during a period beginning on the date of mutual execution by Landlord and Tenant, and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision hereof.

(b) If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant on any given date, this Lease shall not be void or voidable, no obligation of Tenant shall be affected thereby, and neither Landlord nor Landlord's agents shall be liable to Tenant for any loss or damage resulting from the delay in delivery of possession; provided, however, that in such event, the Rent Commencement Date of this Lease and all other dates that may be affected by their change, shall be revised to conform to the date of Landlord's delivery of possession to Tenant.

(c) Notwithstanding anything contained in this Lease to the contrary, Tenant shall observe and perform all of its obligations under this Lease, including, without limitation, its obligation to pay charges for utilities and to provide insurance (excepting its obligation to pay any Rent required under the Lease or to operate its business within the Premises), from the date upon which the Premises are made available to Tenant for Tenant's occupancy.

4. Use. The Premises shall be used for the Permitted Use and for no other use or purpose whatsoever. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, dangerous to life, limb, or property or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building, the Complex or the Property. Tenant shall not permit its employees to loiter on the Complex outside of the Premises.

5. Rent.

(a) Tenant agrees to pay during the Lease Term, to Landlord, without any setoff or deduction whatsoever, the Base Rent and all such other sums of money ("Additional Rent" and collectively with Base Rent, "Rent") as shall become due hereunder, for the nonpayment of which Landlord shall be entitled to exercise all such rights and remedies as are herein provided or as are available at law or in equity in the case of the nonpayment of Base Rent. Except as otherwise provided herein, the Annual Base Rent for each calendar year or portion thereof during the Lease Term, together with any adjustment thereto pursuant to Section I of **Exhibit "C"** attached hereto and incorporated herein, shall be due and payable in advance in 12 equal installments on the first day of each calendar month during the initial Lease Term and any extensions or renewals thereof, and Tenant hereby agrees to pay such Base Rent and any adjustments thereto to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, and without demand. All sums due Landlord shall be payable only in lawful money of the United States of America and shall be drawn against a financial institution with an office in the United States of America. If the Lease Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, then the installments of Base Rent and any adjustments thereto for such month or months shall be prorated, based on the number of days in such month.

(b) All installments of Rent and any Additional Rent not paid within 3 days after the date when such installment is due and payable shall bear interest at 18% per annum or the maximum rate allowed by law, whichever is less, from the date due until paid and shall be subject to a late charge in the amount equal to 5% of the unpaid amount. In the event any check, bank draft or negotiable instrument given for any payment under this Lease shall be dishonored at any time for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to an administrative charge of $250.00.

(c) In addition to the Base Rent, as same may be adjusted from time to time, Tenant shall pay as Additional Rent Tenant's Proportionate Share of Taxes and the Operating Expenses (as hereinafter defined) incurred by Landlord in connection with the operation and maintenance of the Building, the Complex and the Property. Tenant's obligations with respect to the payment of such Additional Rent are set forth in full in **Exhibit "C",** Section II.

(d) In addition to the Base Rent, Tenant shall also pay as and when due (but no less often than monthly) all electrical charges with respect to the Premises, and the costs of reading the meter(s) or submeter(s) for same.

(e) Prepaid Rent shall be paid by Tenant to Landlord upon execution of this Lease. Prepaid Rent shall be a credit to Tenant's account and shall be used to pay the fourth full calendar month's Monthly Base Rent.

(f) Tenant shall pay all sales and use taxes and surcharges levied or assessed against all portions of Rent and other payments due under this Lease, simultaneously with each such Rent payment (including, without limitation, the payment of Prepaid Rent).

(g) Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon all Tenant's fixtures, equipment and personalty, leasehold improvements, equipment, stock-in-trade and other personal property in, placed in or on the Premises. Any such taxes included in Landlord's tax bills and paid by Landlord shall be due and payable within 10 days after billings therefor are rendered to Tenant, excluding any income taxes assessed on Landlord in connection with renting the Premises to Tenant.

6.Services to be Furnished by Landlord.

Landlord agrees to furnish Tenant the following services:

(a) Unheated water at those points of supply for drinking and lavatory purposes for the general use of tenants of the Building and the Complex;

(b) Routine maintenance, janitorial service and electric lighting service for the Common Areas in the manner and to the extent deemed by Landlord to be standard;

(c) Janitorial services to the Premises on weekdays other than holidays as, in Landlord's judgment, are customarily furnished in comparable office buildings in the immediate market area;

(d) Subject to the provisions of Paragraph 12 hereof, facilities to provide all electrical current, required for the Permitted Use, but not the cost of the electrical current. Tenant's usage of electrical current for the Premises shall be separately metered or submetered and paid by Tenant. At the option of Landlord, all such charges shall be either: (i) paid by Tenant directly to the provider thereof prior to delinquency; or (ii) paid by Tenant to Landlord as additional rent promptly after being invoiced therefor; and

(e) Fluorescent and incandescent bulb replacement in the Common Areas.

(f) Landlord shall have no obligation to provide any security whatsoever for the Complex, Common Areas, Parking Facility, the Premises and/or Tenant's business therein. Tenant does hereby acknowledge and agree that it shall provide and be solely responsible for its own security, at Tenant's sole cost and expense, as may be required for the operation of Tenant's business within the Premises and Landlord shall have no liability to Tenant, its employees, agents, invitees, or licensees for losses due to theft or burglary, or for damages done by unauthorized persons in the Premises, Common Areas, Parking Facility, or the Complex or for any injury, trauma or other harm to any person (except if caused by the gross negligence or willful misconduct of Landlord or its agents), and neither shall Landlord be required to insure against any such losses. Tenant shall be responsible for all repairs and replacements of damage and/or destruction of the Premises necessitated by burglary or attempted burglary, or any other illegal or forcible entry into the Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees Landlord may, but will not be required to, adopt and provide security services for the Complex from time to time. Tenant shall cooperate fully in any efforts of Landlord to maintain security in the Complex and shall follow all rules and regulations promulgated by Landlord with respect thereto. However, any security services that are voluntarily undertaken by Landlord may be changed or discontinued from time to time in Landlord's sole and absolute discretion, without liability to Tenant, its employees, agents, customers and invitees. Tenant waives any claims it may have against Landlord arising out of any security services provided by Landlord, or the inadequacy or absence thereof, specifically including Landlord's negligence with respect to the providing or failure to provide such services.

The failure by Landlord to any extent to furnish, or the interruption or termination of these defined services, in whole or in part, resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable in any respect nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, Tenant shall have no claim for offset or abatement of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom.

Except as may be specifically provided for herein to the contrary, no abatement, diminution or reduction of Base Rent or any Additional Rent, or any other charges or compensation, shall be claimed by or allowed to Tenant, or any persons claiming under Tenant, under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from any cause or reason.

7. Condition of Premises. Landlord shall deliver the Premises to Tenant and Tenant agrees to accept the Premises, in its "as-is" condition and "with all faults" on the date hereof. It is specifically understood and agreed that neither Landlord nor Landlord's agents have made any representation or warranty to Tenant, respecting the condition of the Premises, the Building, the Complex, the Property or any part thereof and Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, the Complex, the Property or any part thereof. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall be responsible for and shall procure and maintain such license or permit.

8. Graphics

(a) Tenant, it its sole cost and expense, may install lobby signage at the entrance to the Premises, subject to Landlord's approval as to location, design and size and otherwise in accordance with Landlord's signage criteria and applicable law. No other signs or graphic displays shall be used or permitted on the Premises without Landlord's prior written consent. Landlord shall have the right at any time to change the name of the Building or the Complex and to install, affix and maintain any and all signs on the exterior and on the interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord (which will not be unreasonably withheld).

(b) Landlord shall provide and install, at Landlord's cost, a listing of Tenant on the directory of the Building's tenants located in the Building's lobby.

9. Maintenance and Repair of Premises by Landlord. Except as otherwise expressly provided herein, Landlord shall not be required to make any repairs to the Premises other than repairs to the Building exterior and load-bearing walls, the floors and the roof of the Building, which may be required from time to time, but only after such required repairs have been requested by Tenant in writing and to the extent not caused by the acts of Tenant, its employees, agents, contractors, invitees, licensees, concessionaires, subtenants and/or assigns or resulting, directly or indirectly, from the installation of any Tenant Improvements (as hereinafter defined). In no event shall Landlord be responsible for the maintenance or repair of improvements that are not composed of Building Grade construction or materials. It is further agreed that this Lease is made by Landlord and accepted by Tenant with the understanding that Landlord shall have the right and privilege to make and build additions, alterations and repairs to the Building, the Complex and Common Areas as it may deem wise and advisable without any liability to the Tenant therefor.

10. Repair and Maintenance Obligations of Tenant.

(a) Subject to the provisions in Paragraph 9, 22 and 23, Tenant agrees, at Tenant's cost and expense, to keep and maintain the Premises and each and every part thereof in good order and condition and to make all repairs thereto, and the fixtures and equipment therein and the appurtenances thereto, including, without limiting the generality of the foregoing, all Tenant Improvements and alterations and additions made to the Premises by or on behalf of Tenant, and all of Tenant's signs. Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including, without limitation, the painting and decorating of all areas of the interior, so as to impede, to the extent possible, deterioration by ordinary wear and tear, and to keep the Premises in a first class, clean, neat and attractive condition. Tenant shall keep the inside of all glass in the doors and windows of the Premises clean and shall replace any glass broken by Tenant, Tenant's agents, employees or licensees, with glass of the same kind, size and quality. Tenant shall be responsible for maintaining any HVAC system and equipment either located within the Premises or solely serving the Premises in good condition at all times, and to make any repairs or replacements to such HVAC system and equipment. Tenant shall maintain at its expense throughout the Lease Term, a full service maintenance contract acceptable to Landlord for such HVAC system and equipment either located within the Premises or solely serving the Premises with a contractor approved in writing by Landlord or selected from a

list of contractors provided by Landlord, provided that if Landlord, Landlord's management agent, or affiliates thereof, elect to provide HVAC inspection, adjustment, cleaning and/or repair services to Tenant, Tenant shall utilize such services and pay the reasonable cost for the same as Additional Rent. Tenant shall give Landlord a copy of the maintenance contract as requested by Landlord, and in any event Tenant shall give Landlord a copy of the maintenance contract prior to occupancy, and shall give LandlOrd a copy of a new maintenance contract or written evidence of the renewal or extension of the maintenance contract not less than 30 days prior to the expiration of same. Tenant shall give Landlord copies of all inspection reports for the HVAC systems within 10 days after receipt of same by Tenant. All repairs to such HVAC systems and equipment serving solely the Premises that are not covered by any such maintenance contracts shall be the responsibility of Tenant. Tenant's responsibilities hereunder shall include any repairs that are required to be made during the Lease Term by any Legal Authority having jurisdiction thereof whether the same is ordinary or extraordinary, foreseen or unforeseen, or which are required to comply with any Legal Requirement (including, without limitation, the ADA) hereafter adopted or otherwise made applicable during the Lease Term, or which Landlord may deem reasonably necessary or desirable to prevent waste or deterioration in connection with the Premises.

(b) Tenant agrees not to commit or allow to be committed any waste on any portion of the Premises or Complex and, at the termination of this Lease, to deliver up the Premises to Landlord in as good condition as at the date of delivery by Landlord of the Premises to Tenant, minus normal wear and tear and subject to the provisions of Paragraphs 11, 22, and 23 hereof. Tenant covenants and agrees with Landlord, at Tenant's own cost and expense, to repair or replace any damage done to the Premises, Building or Complex, or any part thereof, caused by Tenant or Tenant's agents, contractors, employees, invitees, or visitors, and such repairs shall restore the same to as good a condition as it was in prior to such damage, and shall be effected in compliance with all Legal Requirements.

(c) Nothing contained in this Lease shall imply any duty on the part of Landlord to do any work that Tenant is required to perform nor shall it constitute a waiver of Tenant's default in failing to do the same. Notwithstanding any other terms of this Lease to the contrary, Landlord shall have the right, in Landlord's sole and absolute discretion, with notice to Tenant except in the case of emergency in Landlord's reasonable judgment, to perform any of the repairs, maintenance and/or replacements described in this Lease to be performed by Tenant (including Tenant's failure to properly perform such obligations in Landlord's sole opinion), whereupon Tenant shall immediately reimburse Landlord for all costs and expenses incurred by Landlord, as Additional Rent, in the performance thereof, upon Tenant's receipt of a bill therefor. Tenant shall have the obligation to make repairs, maintenance or replacements to any area of the Complex or to the Premises that are made necessary by any act, omission or negligence of Tenant, its agents, employees, assignees, concessionaires, contractors, invitees or licensees. Landlord's performance of Tenant's obligations under this Lease shall be without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof. The term "repairs," as used in this Lease, shall mean all maintenance, repairs, and replacements, of whatever kind.

11. Alterations by Tenant.

(a) Tenant agrees with Landlord not to make or allow to be made any Tenant Improvements (as hereinafter defined), install any coin or token operated vending machine or similar device, or place signs, furnishings, equipment, or any window coverings on any part of the Premises which are visible from outside the Premises, without first obtaining the written consent of Landlord in each such instance, which consent may be given on such conditions as Landlord may elect. Any and all alterations or improvements to the Premises by or on behalf of Tenant (including those made pursuant to the provisions of **Exhibit "D")** (collectively, the "Tenant Improvements," but excluding movable equipment, personal property or furniture owned by Tenant) shall become the property of Landlord upon termination of this Lease. Landlord may, nonetheless, require Tenant to remove any portion of or all of the Tenant Improvements, and restore the Premises to its original condition as a condition to its consent. In the event that Landlord so elects, and Tenant fails to remove the Tenant Improvements, Landlord may remove the Tenant Improvements at Tenant's cost,and Tenant shall pay Landlord on demand all costs incurred in removing Tenant Improvements and restoration of the Premises as required.

(b) Whether or not Landlord grants its consent to Tenant's proposed alterations or improvements, all alterations and improvements shall nevertheless be conditioned upon Tenant: (i) acquiring all applicable governmental permits; (ii) furnishing Landlord with copies of any permits, if required, and the plans and specifications prior to commencement of the work; (iii) Tenant reimbursing Landlord within 10 days of Tenant's receipt of a bill or estimate therefor for all reasonable costs and expenses incurred by Landlord in connection with the review and inspection of alterations improvements and/or additions for which consent may be required, including, but not limited to, architect's and engineer's fees and costs, it being agreed that the foregoing shall be limited to alterations which shall require Landlord's consent; and (iv) complying with all conditions of any permits and with other Legal Requirements and all provisions of this Lease applicable to Tenant Improvements in a prompt and expeditious manner.

(c) Whether or not Landlord grants its consent to Tenant's proposed alterations or improvements: (i) all alterations, improvements and additions installed by Tenant shall be installed in a good workmanlike and lien free manner and in a manner that minimizes inconvenience to and disruption of the other occupants of the Complex (including, but not limited to the Building) and their businesses, shall be performed by a contractor approved by Landlord (which approval shall not unreasonably be withheld), shall be of a quality not less than Building Grade and, once commenced, shall be prosecuted continuously, in good faith and with due diligence until completed; and (ii) Tenant shall promptly upon completion of any alterations or improvements furnish Landlord with as-built plans and specifications regardless of whether or not consent was required.

(d) In the event that Landlord reasonably determines that any alterations or improvements by Tenant would disrupt the other tenants in the Complex, Landlord may require that all work performed by or on behalf of Tenant be performed only outside of-Normal Business Hours.

12. Utilities; Structural Overload.

(a) Tenant's use of electrical services shall also be subject to the following:

(i) Tenant's electrical requirements shall be restricted to that equipment which individually does not have a name plate rating greater than 16 amps at 120 volts, single phase. The Premises shall not have a computed electrical load for overhead lighting and equipment greater than 4 watts per square foot of Usable Area of the Premises.

(ii) Tenant's overhead lighting shall not have a design load greater than an average of 2 watts per square foot of Usable Area of the Premises.

(iii) Tenant will not install or connect any electrical equipment that in Landlord's reasonable opinion will overload the wiring installations or interfere with the reasonable use thereof by other users in the Building or the Complex. Tenant will not, without Landlord's prior written consent in each instance, connect any items such as non-Building Grade tenant lighting, vending equipment, printing or duplicating machines, computers (other than desktop word processors and personal computers), auxiliary HVAC equipment, or other data, communications, or electronic equipment to the Building's electrical system, or make any alteration or addition to the system. If Tenant desires any such items, additional 208/120 volt electrical power beyond that supplied by Landlord as provided above, or other special power requirements or circuits, then Tenant may request Landlord to provide such supplemental power or circuits to the Premises, which request Landlord may grant or withhold in its sole discretion. If Landlord furnishes such power or circuits, Tenant shall pay Landlord, on demand, the cost of the design, installation, and maintenance of the facilities required to provide such additional or special electrical power or circuits and the cost of all electric current so provided at a rate not to exceed that which would be charged by Florida Power & Light, or its successor, if Tenant were a direct customer thereof. Landlord may require separate electrical metering of such supplemental electrical power or circuits to the Premises, and Tenant shall pay, on demand, the cost of the design, installation, and maintenance of such metering facilities. In no event shall Tenant have access to any electrical closets. Tenant agrees that any electrical engineering design or contract work shall be performed at Tenant's expense by Landlord or an electrical engineer and/or electrical contractor designated by Landlord. All invoices respecting the design, installation, and maintenance of the facilities requested by Tenant shall be paid within 15 days of Tenant's receipt thereof. Landlord's charge to Tenant for the cost of electric current so provided shall be paid within 15 days of receipt of invoice by Tenant.

(b) Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry and which may be allowed by law. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of the Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

13. Laws and Regulations. Tenant agrees to comply with all Legal Requirements of every Legal Authority. Tenant shall: (a) neither cause nor permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Materials, except in compliance with all Legal Requirements; (b) neither cause nor permit a release or threatened release of Hazardous Materials onto the Premises or any other property as a result of any intentional or unintentional act or omission on the part of Tenant; (c) comply with all Legal Requirements related to Hazardous Materials; (d) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions on, from, or affecting the Premises in accordance with such Legal Requirements and to the satisfaction of Landlord; (e) upon the expiration or termination of this Lease, deliver the Premises to Landlord free of all Hazardous Materials; and (f) defend, indemnify, and hold harmless Landlord and Landlord's employees and other agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise (including, without limitation, accountants' and attorneys' fees (including fees for the services of paralegals and similar persons), consultant fees, investigation and laboratory fees, court costs, and litigation expenses at the trial and all appellate levels), arising out of, or in any way related to (i) the presence, disposal, release, or threatened release, by or caused by Tenant or its agents, of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (ii) any personal injury, including wrongful death, or damage to property, real or personal, arising out of or related to such Hazardous Materials; (iii) any lawsuit brought, threatened, or settled by Legal Authorities or other parties, or order by Legal Authorities, related to such Hazardous Materials or otherwise; and/or (iv) any violation of Legal Requirements by Tenant or its agents related in any way to such Hazardous Materials. In addition, Tenant shall comply with all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Services Organization, or other similar body establishing standards for fire insurance ratings with respect to the use or occupancy of the Premises by Tenant, and will participate in periodic fire brigade instruction and drills at the request of Landlord and will supply, maintain, repair and replace for the Premises any fire extinguishers or other fire prevention equipment and safety equipment required by the aforementioned rules, regulations, standards and recommendations.

14. Building Rules and Regulations. Tenant will comply with the rules and regulations of the Building (the "Rules and Regulations") as adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; provided, however, any subsequently adopted or altered Rules and Regulations shall not unreasonably interfere with Tenant's use of the Premises for the Permitted Use. The current Rules and Regulations of Landlord are attached to this Lease as **Exhibit "E"** and are incorporated herein by reference.

15. Entry by Landlord. Tenant agrees to permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, to show the Premises to prospective purchasers, Landlord's mortgagees or ground lessors (collectively, "Mortgagee"), tenants or insurers, and to clean, maintain or make repairs, alterations or additions to the Premises, the Building or the Complex, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof. Landlord shall use reasonable efforts to not materially interfere with Tenant's use of the Premises. Tenant agrees to cooperate with Landlord in effecting any maintenance or improvements, including without limitation, providing personnel on hand during extended hours if Landlord reasonably deems such presence to be in the interest of the Premises, the Tenant, the Building or the Complex. Landlord's designee may exercise any of Landlord's rights under this Lease. Nothing contained in this paragraph shall limit, modify and/or otherwise affect any of Tenant's obligations in this Lease.

16. Assignment and Subletting.

(a) Tenant shall not, voluntarily, involuntarily, or by operation of law, assign, sublease, transfer, mortgage, pledge or encumber this Lease or any interest therein except with Landlord's prior written consent, which may be withheld by Landlord in Landlord's reasonable discretion. Any attempted assignment, sublease, transfer or encumbrance of this Lease by Tenant in violation of the terms and covenants of this Paragraph shall be void ab initio. Any consent given by Landlord shall not be considered to be a consent to any other or further proposed assignment, sublease, transfer or encumbrance. In the event Tenant or Guarantor, if any, is a corporation, limited liability company or a partnership, the conveyance, assignment, transfer or alienation of 20% or more of the corporate stock, membership interests or partnership interests, as the case may be, or the change in management or controlling interest in Tenant or Guarantor shall be deemed an assignment for the purposes hereof unless such entity is a Reporting Company under the Securities Exchange Act of 1934. Tenant shall reimburse Landlord's actual attorneys' fees and expenses incurred in connection with Tenant's assignment, subletting, transfer, or encumbrance of this Lease or any interest therein.

(b) If Tenant requests Landlord's consent to an assignment of this Lease or subletting of all or part of the Premises, Landlord may, in Landlord's sole and absolute discretion: (i) approve or disapprove such sublease or assignment (but no approval of an assignment or sublease shall relieve Tenant of any liability hereunder); (ii) negotiate directly with the proposed subtenant or assignee and, in the event Landlord is able to reach agreement with such proposed subtenant or assignee, upon execution of a lease with such tenant, terminate this Lease (in part or in whole, as appropriate) upon 30 days' notice; (iii) recapture the Premises or applicable portion thereof from Tenant and terminate this Lease (in part or in whole, as appropriate) upon 30 days' notice in which case Landlord shall be permitted to lease the Premises to any third party; or (iv) if Landlord should fail to notify Tenant in writing of its decision within a 30 day period after Landlord is notified in writing of the proposed assignment or sublease, Landlord shall be deemed to have refused to consent to such assignment or subleasing, and to have elected to keep this Lease in full force and effect.

(c) All cash or other consideration, including any excess rentals beyond the Rent set forth herein, received by Tenant as the proceeds of, or resulting from, any assignment, sale, or sublease of Tenant's interest in this Lease and/or the Premises, whether consented to by Landlord or not, shall be paid to Landlord, notwithstanding the fact that such proceeds exceed the Rent called for hereunder, unless Landlord agrees to the contrary in writing, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord. This covenant and assignment shall benefit Landlord and its successors in ownership of the Building and /or the Complex and shall bind Tenant and Tenant's heirs, executors, administrators, personal representatives, successors and assigns. Any assignee, sublessee or purchaser of Tenant's interest in this Lease (all such assignees, sublessees or purchasers being hereinafter referred to as "Successors"), by occupying the Premises and/or assuming Tenant's obligations hereunder, shall be deemed to have assumed liability to Landlord for all amounts paid to persons other than Landlord by such Successor in consideration of any such sale, assignment or subletting, in violation of the provisions hereof, but Tenant shall remain fully liable to Landlord for all obligations hereunder.

(d) Notwithstanding anything contained in this Section and so long as Tenant first obtains Landlord's prior written consent (which consent shall not be unreasonably withheld), Tenant may: (i) sublease the Premises (in whole but not in part) or (ii) assign its interest in this Lease to any entity which controls, is controlled by, or is under common control with Tenant (collectively, an "Affiliate"), provided that any such assignee or sublessee must use the Premises for the Permitted Use and have sufficient financial strength (in Landlord's reasonable estimation, and as reasonably evidenced to Landlord) to meet the obligations of Tenant hereunder.

(e) The interest of Tenant in this Lease and/or the Premises is not subject to execution, levy and/or sale, and is not otherwise subject to transfer by Tenant in any manner whatsoever, except as expressly provided and permitted in this Lease and/or except as may be effectuated by Landlord under this Lease.

17. Construction Liens. The interest of Landlord in and to the Property, the Building, the Complex, the Premises, and/or any part of either, and the income therefrom, shall not be subject to liens for improvements made, or caused to be made, by Tenant. Tenant will not permit any construction liens, mechanic's liens or other liens to be placed upon the Premises, the Building the Complex or the Property, and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any construction, mechanic's or other liens against the Premises, the Building, the Complex or the Property. If any such lien is recorded against or attached to the Premises, the Building, the Complex or the Property, Tenant shall bond against or discharge same within 10 days after Tenant's receipt of actual notice that the same has been so recorded or attached. Should any such lien not be discharged or bonded off within such 10 day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, cause the same to be discharged (including the advancement of monies for such purpose). Any monies advanced or costs incurred by Landlord for any of the aforesaid purposes shall be paid by Tenant to Landlord on demand as Additional Rent. Should a Notice of Commencement be filed in the public records for work by or on behalf of Tenant, the Legal Description shall specifically be limited to Tenant's leasehold interest in the Premises, and then Tenant shall be responsible for having a corresponding Notice of Termination timely recorded in the county which the Property is located upon the completion of such work.

18. Landlord's Insurance.

(a) Landlord shall, as part of the Operating Expenses, maintain fire and extended coverage insurance on the Building and the Premises (which may include vandalism and malicious mischief coverage) and such endorsements as Landlord may require or is otherwise reasonably consistent with other similarly situated buildings) in an amount not less than the full replacement value thereof (which may be exclusive of foundations), or in such amounts as Mortgagee shall require, with such deductibles as shall be determined by Landlord from time to time. Landlord reserves the right to self-insure the Building so long as a financial institution such as an insurance company, bank, savings and loan association, or pension fund having a net worth of at least $100 million owns an interest in the Building of 50% or more. All insurance obtained by Landlord in connection with the Building shall be passed through to the tenants of the Building, including Tenant, as part of the Operating Expenses, and payments for losses thereunder shall be made solely to Landlord or Mortgagee as their interests shall appear. In the event of self-insurance, the premium cost equivalency of such policy or policies shall be a part of the Operating Expenses.

(b) Landlord shall, as part of the Operating Expenses, maintain a policy or policies of commercial general liability insurance with respect to the Common Areas and the activities thereon in such amounts as Landlord or any Mortgagee may require. In the event of self-insurance, the premium cost equivalency of such policy or policies shall be part of the Operating Expenses.

(c) Landlord may purchase insurance for windstorm, flood, plate glass, sign, automobile, sinkhole, business income, rent loss, liquor liability and such other insurance which Landlord or any Mortgagee may require in their sole discretion and with such deductibles as Landlord may desire. The costs of all such insurance shall be part of the Operating Expenses.

(d) Landlord may hereafter raise or lower such coverage in such amounts as may from time to time be prudent to Landlord within its sole discretion. Such policies may insure the Complex and other properties and locations; and in such event, there shall be an equitable allocation of the insurance costs chargeable to the Complex and any such other property.

19. Tenant's Insurance and Requirements.

(a) Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the Premises to Tenant (or the earlier date Tenant enters the Premises for any purpose) and throughout the Lease Term, at Tenant's own cost and expense:

(i) Commercial general liability insurance with a single combined limit, including any umbrella or excess commercial policy, with a broad form commercial general liability endorsement applicable to the Premises and its appurtenances, the sidewalks, if any, abutting and/or adjoining the Premises, and the business operated by Tenant and/or any party, in or from the Premises, on an occurrence basis in an amount of not less than $2,000,000 or such additional amount as may be reasonably required by Landlord from time to time, which shall include insurance for personal injury, death or property damage occurring upon, in or about the Premises, including water damage and sprinkler leakage legal liability, and shall include products and completed operations coverage with a reasonable deductible consistent with standard industry practice.

(ii) Special Form property insurance covering all of the Tenants Improvements, and all trade fixtures, furniture, decorations, equipment, inventory, merchandise and personal property from time to time in, on or upon the Premises, and alterations, additions or changes made by Tenant, in an amount not less than one 100% percent of their replacement cost from time to time during the Lease Term without co-insurance, providing protection against perils included within a standard Florida form of fire and extended coverage insurance policy, together with insurance against sprinkler damage (if sprinklers are installed), vandalism, theft, and malicious mischief, and shall also include plate glass coverage for all plate glass along the exterior walls of the Premises, with a reasonable deductible consistent with standard industry practice. At Landlord's option, any proceeds from such insurance shall be held by an escrow agent approved by Landlord for the repair, restoration, reconstruction or replacement of the property damaged or destroyed unless this Lease shall cease and terminate as hereinafter provided.

(iii) Workers' Compensation insurance in the amount required by law, and employer's liability insurance in an amount of not less than $1,000,000 with a reasonable deductible consistent with standard industry practice.

(iv) Employee's non-owned and hired vehicle insurance for any non-owned vehicles that are used by Tenant's employees in the course of Tenant's business in an amount of not less than $500,000; if Tenant owns or leases any vehicles used in the operation of its business, commercial automobile insurance in an amount of not less than $1,000,000.

(v) Business income and interruption insurance respecting Tenant's operations from the Premises sufficient to cover Tenant's overhead and payroll for at least 12 months.

(vi) During any period when Tenant Improvements or any other construction work is being performed within the Premises or on the Property by or for Tenant, Tenant or its contractor(s) shall provide builder's risk insurance equal to the replacement cost of any improvements being constructed, naming Landlord as a loss payee, and owner's and contractor's protective liability insurance in an amount of not less than $1,000,000 with a reasonable deductible consistent with standard industry practice; and each contractor shall maintain worker's compensation insurance as required by law, and Landlord shall be provided with certificates evidencing same.

(vii) Such other insurance as Landlord may reasonably require or as is customarily carried by businesses similar to Tenant's business, in such amounts and conditions as Landlord may reasonably require.

(b) Tenant's Insurance - Special Requirements. All policies of insurance provided for in Paragraph 19(a) above shall: (i) be issued in form and by an insurance company approved by Landlord rated A VII or better by the then current Best's Guide, and qualified to do business in the State of Florida; (ii) name the following parties (the "Interested Parties") as additional insureds (or as loss payee, as applicable): Landlord, Landlord's agents and managers, any ground lessor or Mortgagee, and any other parties in interest from time to time designated in writing by notice from Landlord to Tenant; (iii) be delivered (or, at Landlord's option, a certificate thereof acceptable to Landlord) to the Interested Parties upon or before delivery of possession of the Premises to Tenant and thereafter within 30 days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent; (iv) shall contain a provision that the insurer will give the Interested Parties at least 30 days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance or any other material change; (v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which the Interested Parties may carry, and (vi) shall contain a provision that the Interested Parties, although added as additional insureds or named as loss payees, shall nevertheless be entitled to recover under said policies for any loss occasioned to them, or their servants, agents and employees by reason of the negligence of Tenant. The limit of any insurance maintained by Tenant shall not limit the liability of Tenant hereunder.

(c) Proceeds. All insurance proceeds payable with respect to the Premises, and the Tenant Improvements shall belong to and shall be payable to Landlord, provided that in the event of any damage or destruction to the Premises and the Lease is not terminated pursuant to any right hereunder, and Tenant completes its obligation to repair, redecorate and refixture the Premises in accordance with Paragraph 22, Tenant shall be entitled to the proceeds of the insurance carried by Tenant covering the Tenant Improvements, but such insurance proceeds shall be held in trust by or on behalf of Tenant for such purposes in a manner reasonably acceptable to Landlord. If Tenant shall fail to complete the repairs, redecoration and refixturing which it is obligated to perform under Paragraph 22, or if this Lease is terminated prior to completion of such work, Tenant shall have no right or claim to such proceeds, and all such proceeds shall be turned over to Landlord and disposed of as Landlord, in its sole and absolute discretion, may determine. Upon termination of this Lease by Tenant pursuant to Paragraph 22, Tenant shall also pay to Landlord any deductible of any Tenant insurance policy with respect to the Premises and if the proceeds are insufficient to complete any restoration work, Tenant shall pay Landlord any deficiency.

20. Indemnity; Limitation of Liability.

(a) Landlord shall not be liable for, and Tenant will indemnify, defend, and save Landlord harmless of and from, all fines, suits, damages, claims, demands, losses, and actions (including attorneys' fees) for any injury to person or damage to or loss of property on or about the Premises, the Building, Property, and the Complex caused by the negligence or misconduct or breach of this Lease by Tenant, its employees, subtenants, invitees, licensees, or by any other person entering the Premises, the Building, the Complex, or the Property under express or implied invitation of Tenant, or arising out of Tenant's use of the Premises.

(b) Landlord shall not be responsible for any of its or any other person's acts or omissions including, without limitation, its negligence, or the acts, omissions or negligence of any party for whom Landlord could be responsible or liable including, without limitation, its agents, employees, invitees, lessees, licensees or independent contractors, that causes any loss or damage to any property or the death or injury to any person, whether occasioned: (i) by theft, fire, act of God or public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority; (ii) due to the Premises, the Building, the Complex, or the Property or any part thereof becoming out of repair except if Landlord has failed to perform any express obligation hereunder; (iii) by the happening of any accident in or about the Premises, the Building, the Complex or the Property; (iv) due to any act of neglect of any tenant or occupant of the Building, the Complex, or the Property or of any other person; or (v) otherwise. This provision shall apply especially (but not exclusively) to damage caused by water, frost, weather, steam, sewerage, electricity, gas, sewer gas or odors, or by the bursting or leaking of pipes or plumbing work, and shall apply equally whether such damage be caused by act or neglect of Landlord or any of the other tenants, occupants, or maintenance personnel of the Building, the Complex, or of the Property, or of any other person.

21. [Intentionally Omitted]

22. Casualty Damage.

(a) If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. If: (i) the Building or the Complex shall be so damaged that substantial alteration or reconstruction of the Building, Complex or the Property shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty); (ii) any Mortgagee's interest in the Building, the Complex or the Property requires that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt; (iii) there is any material uninsured loss to the Building, the Complex, the Property or any part thereof; Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within 90 days after the date of such casualty; and may, at its option, not repair, reconstruct, or restore the Premises or the Building, whether or not the Premises have suffered from the casualty.

If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building and any Tenant Improvements previously performed by Landlord; except that Landlord's obligation to restore shall not require Landlord to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty.

When the Landlord's repairs have been substantially completed by Landlord, Tenant shall promptly complete the restoration of all improvements to the Premises in excess of the Shell Improvements and Tenant Improvements previously performed by Landlord (including, without limitation, all Tenant Improvements previously performed by Tenant unless Landlord elects to restore any such Tenant Improvements, which restoration shall in all events be at the expense of Tenant) which are necessary to permit Tenant's reoccupancy of the Premises and to restore the Premises to the condition immediately before such casualty or damage, in accordance with plans and specifications approved by Landlord and Tenant pursuant to the provisions applicable to Tenant Improvements. Landlord shall have the right, but not the obligation, to bid such work on behalf of Tenant and shall become Tenant's contractor in the event: (i) its bid is the low bid; or (ii) Landlord elects to match the low bid received by Tenant from any other qualified contractor. In any event Landlord shall have the right to approve any contractor Tenant selects to perform such work. Tenant shall also be responsible for the restoration of Tenant's furniture, equipment, and fixtures. All cost and expense of reconstructing the Premises to a level in excess of Shell Improvements and Tenant Improvements previously performed by Landlord shall be borne by Tenant.

(b) Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such casualty damage or the repair thereof; except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of Rent until the Shell Improvements and any Tenant Improvements previously performed by Landlord are substantially completed by Landlord and a reasonable period of time, not to exceed 60 days has elapsed for Tenant to restore any Tenant Improvements previously performed by or on behalf of Tenant. If the Premises or any other portion of the Building, Complex or the Property be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, contractors, employees, or invitees, the Rent hereunder shall be diminished during the repair of such damage only to the extent same is actually covered by insurance proceeds, and Tenant shall be liable to Landlord for cost of the repair and restoration of the Premises, the Building, the Complex and/or the Property caused thereby to the extent such cost and expense is not covered by insurance proceeds.

23. Condemnation. If the whole or substantially the whole of the Complex, Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Complex or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Complex or Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may, at its option, terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Complex or Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale, and if a portion of the Premises is taken, the Base Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and, if affected, the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Shell Improvements and the Landlord's portion of the Tenant Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Complex or Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation.

24. Events of Default; Remedies.

(a) The following events shall be deemed to be, but are not exclusively, "Events of Default" by Tenant under this Lease: (i) Tenant shall fail to pay any Rent or other sum of money when due under this Lease; (ii) Tenant shall fail to comply with any provision of this Lease or any other agreement between Landlord and Tenant not requiring the payment of money (all of which terms, provisions, and covenants shall be deemed material) and such failure shall continue for a period of 15 days after written notice of such default is delivered to Tenant; or if such failure could not reasonably be cured within such period, Tenant shall have failed to commence such cure within such period or thereafter failed to prosecute with diligence such cure to completion, but in no event later than 60 days after Landlord's initial notice to Tenant of such failure; (iii) the leasehold hereunder demised shall be taken by execution or other process of law in any action against Tenant; (iv) Tenant notifies Landlord, at any time prior to the Rent Commencement Date, that Tenant does not intend to take occupancy of the Premises upon the Rent Commencement Date, or Tenant shall fail to promptly move into and take possession of the Premises when the Premises are ready for occupancy or shall cease to do business in or abandon any substantial portion of the Premises; (v) Tenant shall become insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; (vi) Tenant or any guarantor takes any action to, or notifies Landlord that Tenant or any guarantor intends to file a petition under any section or chapter of the Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof, or a petition shall be filed against Tenant or any guarantor under any such statute, or Tenant or any guarantor or any creditor of Tenant notifies Landlord that it knows such a petition will be filed, or Tenant or any guarantor notifies Landlord that it expects such a petition to be filed; (vii) a receiver or trustee shall be appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant or any guarantor; (viii) Tenant shall make any assignment of this Lease or sublease of all or any portion of the Premises without Landlord's prior consent in violation of the terms of this Lease; (ix) Tenant shall remove or permit the removal of any furniture, fixtures or equipment from the Premises other than in the normal course of business without replacing same with replacement furniture, fixtures or equipment of at least equivalent value; (x) Tenant or any agent of Tenant falsifies any report or misrepresents other information required to be furnished to Landlord pursuant to this Lease; (xi) the death of Tenant or any guarantor of Tenant's obligations; or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of the Tenant or of any guarantor of the Tenant's obligations, or toward the liquidation of either of their respective assets; (xii) the occurrence of any other event described as a default elsewhere in the Lease or any amendment thereto, regardless of whether such event is defined as one of the Events of Default in this Paragraph.

(b) Upon the occurrence of any of the Events of Default enumerated above, or any other event of default by Tenant under this Lease Landlord shall have the option to pursue any one or more of the following remedies: (i) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; (ii) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease); (iii) Landlord shall have the right, with or without terminating or canceling this Lease or Tenant's right to possession of the Premises, to declare all amounts and Rent due under this Lease for the remainder of the Lease Term (or any extension or renewal thereof) to be immediately due and payable, and thereupon all rents and other charges due hereunder to the end of the Lease Term (or any extension or renewal term, if applicable) shall be accelerated; but such accelerated amount shall be discounted to the then present value at the discount rate of the Federal Reserve Bank of the district within which the Premises is located; (iv) Landlord may elect to enter and repossess the Premises and relet all or part of the Premises for Tenant's account, for a term or terms which may, at Landlord's option, be equal to, less than, or greater than the period which would otherwise have constituted the balance of the Lease Term, holding Tenant liable in damages for all expenses incurred in any such reletting including, without limitation, any Tenant improvement allowance, expenditures in connection with renovation, maintenance, repairs and/or alterations for the new tenant, broker's commissions, legal fees, etc. and for any difference between the amount of rent received from such reletting and the Rent due and payable under the terms of this Lease; (v) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action; and (vi) exercise all other remedies available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession. Landlord may make such alterations and/or decorations in the Premises as Landlord, in Landlord's sole discretion, considers advisable and necessary for the purpose of reletting, securing or maintaining the Premises. Landlord, in addition to all other rights and remedies it may have, shall have the right to keep in place and use all of the inventory, furniture, fixtures, equipment and other personal property in the Premises and/or remove any or all of Tenant's property from the Premises which may then be sold, disposed of, or stored at the cost of and for the account of Tenant. Landlord shall not be responsible for the care or safekeeping of any such property and Tenant waives any claim against Landlord relating thereto. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless written notice of such intention is given to Tenant. Notwithstanding any reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease. In any event, Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any sums due upon such reletting, and the refusal, failure or inability of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages, the Tenant hereby specifically waiving any duty on the part of. Landlord to mitigate damages that may otherwise be imposed by law. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof. In addition, the provisions of Paragraph 26 hereof shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All of Landlord's remedies shall be (collectively, a "Mortgage"), and Tenant agrees that any Mortgagee shall have the right at any time to subordinate such Mortgage to this Lease on such terms and subject to such conditions as Mortgagee may deem appropriate in its discretion. The terms of this Lease are subject to approval by Mortgagee, and such approval is a condition precedent to Landlord's obligations under this Lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Mortgage now existing or hereafter placed upon the Premises, or the Building, the Complex or the Property, and Tenant agrees upon demand to execute such further instruments (collectively, "Subordination Instrument") subordinating this Lease or attorning to the holder of any such Mortgage as Landlord may request. In the event that Tenant should fail to execute the Subordination Instrument promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute the Subordination Instrument in Tenant's name, place, and stead, it being agreed that such power is one coupled with an interest.

(b) If a Mortgagee, or any other person claiming under a Mortgage, succeeds to Landlord's interest in this Lease whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, Tenant will recognize and attorn to said Mortgagee or other person as its Landlord under this Lease. In the event of a termination of any Mortgage, foreclosure or deed in lieu (as applicable), any new owner shall not: (i) be liable for any act or omission of Landlord or with respect to events occurring prior to acquisition of ownership to the extent applicable to the period prior to the date such new owner succeeds to Landlord's interest under this Lease; (ii) be subject to any offsets or defenses which Tenant might have against Landlord to the extent applicable to the period prior to the date such new owner succeeds to Landlord's interest under this Lease; or (iii) be bound by prepayment of more than one month's Rent.

28. Estoppel Certificates. Tenant agrees that it will from time to time within 10 days of each request by Landlord, execute and deliver to such persons as Landlord shall request, a statement (each, a "Tenant Estoppel Certificate") in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default), and further stating such other matters as Landlord shall reasonably require. Any Tenant Estoppel Certificate may be relied upon by Landlord or any prospective purchaser, Mortgagee, or prospective Mortgagee of the Complex or any portion thereof. If Tenant fails to return a Tenant Estoppel Certificate duly executed and acknowledged, or fails to object to its contents, within said 10 day period, the matters set forth therein shall conclusively be deemed to be correct.

29. Parking.

(a) During the Lease Term, Tenant shall have the non-exclusive use in common with Landlord, other Building tenants, other Complex tenants and/or other parties and their respective guests and invitees, of the driveways of and pedestrian access to the Parking Facility and the Property, subject to the Rules and Regulations promulgated by Landlord from time to time. During the Lease Term, Landlord shall at all times provide for: (i) the use of Tenant and its employees (including part-time employees), officers and directors the Parking Spaces in the Parking Facility; and (ii) for Tenant's guests and invitees (but not for Tenant's employees, officers or directors) non-exclusive use of the Parking Facility at the then current charges and fees, it being the intent of the parties that Tenant's employees, officers and directors may occupy no more than the number of unassigned Parking Spaces set forth in Paragraph 1(a) of this Lease. In no event shall Tenant or its employees, guests or invitees or any other party using the Parking Spaces utilize the Parking Spaces for anything other than the parking of vehicles, and no such party shall be entitled to have any maintenance performed on any vehicle while parked in the Parking Facility nor utilize any electrical supplies or any other utilities within the Parking Facility, whether for charging a vehicle or any other purpose. The Parking Spaces shall be subject to a monthly rental charge payable by Tenant to Landlord (or at Landlord's option, to Landlord's contractor managing the Parking Facility) in the initial amount equal to the Cost of a Parking Space for each of the Parking Spaces, the total amount of such parking rental to be payable to Landlord as Additional Rent at the same time and in the same manner as the monthly installments of the cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Without limiting the generality of the foregoing, the maintenance of any action or proceeding to recover possession of the Premises or any Rent or any other monies that may be due or become due from Tenant to Landlord shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other Rent or monies that may be due or become due from Tenant. Any entry or re-entry into the Premises by Landlord shall not be deemed to absolve or discharge Tenant from liability under this Lease.

25. Peaceful Enjoyment.

(a) Tenant may peacefully have, hold, and enjoy the Premises, subject to the other terms of this Lease, provided that Tenant timely pays the Rent and other sums herein recited to be paid by Tenant, and timely performs all of Tenant's covenants and agreements contained in this Lease. Landlord shall be entitled to cause Tenant to relocate from the Premises to a comparable space (a "Relocation Space") within the Complex at any time upon 30 days prior written notice to Tenant. The costs of the physical relocation of Tenant shall be at the expense of Landlord or the third party tenant replacing Tenant in the Premises. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, the "Premises" shall refer to the relocation space into which Tenant has been moved, rather than the original Premises as herein defined.

(b) Notwithstanding anything contained in this Lease to the contrary, should Landlord determine that an emergency exists that threatens the Complex, Building or any of the tenants or persons therein, or any of their property (e.g. an impending hurricane, a bomb threat to the Complex), including but not limited to emergencies caused by persons or natural conditions outside of Landlord's control, Landlord shall have the right to close the Complex and require all tenants, including Tenant, to evacuate the Complex until such emergency ceases to exist. Such closure shall not affect Base Rent, any other Rent or the Lease Term.

26. Surrender; Holding Over. This Lease shall terminate at 11:59 p.m. on the day of the expiration of the Lease Term without the necessity of notice from either Landlord or Tenant. Upon the expiration or termination of this Lease (or such other time as Tenant may vacate the Premises, notwithstanding that so vacating may constitute a default), Tenant shall peacefully surrender, quit and vacate the Premises and deliver up same to Landlord in accordance with the terms of this Lease and in good order, condition and repair, as the same shall be on the date Tenant opens for business in the Premises, or the date any subsequent improvements to the Premises are completed, damage by fire or other insured casualty for which Landlord has received the applicable proceeds excepted, broom clean, with all trash removed. Tenant shall also deliver to Landlord all keys to the Premises and shall inform Landlord of all combinations and codes on any locks, alarms, safes and vaults in the Premises. In the event of holding over by Tenant after expiration or other termination of this Lease, or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession, Tenant shall, throughout the entire holdover period, pay Rent equal to twice the Base Rent and Additional Rent which would have been applicable had the Lease Term continued through the period of such holding over by Tenant. No holding over by Tenant after the expiration of the Lease Term shall be construed to extend the term of this Lease, and Tenant shall be deemed to be a tenant-at-sufferance during such holdover period. If, as a result of Tenant's holding over in the Premises after expiration or other termination of this Lease, Landlord suffers damages or incurs additional obligations to any third party who has leased part or all of the Premises, Tenant shall indemnify Landlord to the extent of such damages or additional obligations, including without limitation Landlord's attorneys' fees.

27. Subordination to Mortgage; Attornment.

(a) Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, ground lease, or other lien presently existing or hereafter arising upon the Premises, or upon the Building, the Complex or the Property and to any renewals, refinancing and extensions thereof or of any ground leases Base Rent. The said monthly rental rate for the Parking Spaces shall be subject to change at any time and in the event of non-payment thereof, Landlord shall have all the rights and remedies provided hereunder with respect to a default by Tenant. The rental charge reflected by the Cost of a Parking Space is the rental amount charged by Landlord for each of the Parking Spaces and does not include reasonable fees related to the control of the ingress and egress of the Parking Facility, such as the cost of actual parking cards for Tenant's employees, invitees, guests, officers and directors which will be charged to Tenant in addition to the Cost of a Parking Space for each of the Parking Spaces. If Landlord implements a system whereby tenants of the Complex are provided the opportunity to acquire access cards to the Parking Facility, Tenant shall have the right to acquire, at the rates charged therefor by Landlord, no more access cards than the number of Parking Spaces designated in Subparagraph 1(a). If Tenant fails to pay for such parking charges when due, then, in addition to all rights and remedies provided Landlord in this Lease and/or at law and/or in equity, Landlord may, by written notice to Tenant, cease to provide any such access card(s) to Tenant. Such access card(s), if any, shall only be provided as a means of access to the Parking Facility by Landlord and Landlord does not guarantee the availability of parking space(s) (whether or not access cards are provided). Tenant shall provide Landlord with a current, complete and accurate list of automobile license numbers assigned to Tenant's cars and cars of its employees and shall forthwith provide Landlord an update thereof as and when any changes occur. In the event that Tenant or its employees and contractors park their cars in areas other than designated employee parking areas (which may be all or in part located in any off-site Parking Facility), then Landlord, after giving notice to Tenant of any such violation, shall have the right to charge Tenant $50.00 per day per car parked in any areas other than those designated. In the event Landlord deems it necessary to tow any cars parked in violation of this Paragraph 29, Tenant shall be responsible for all towing charges, impound fees, and all other charges and fees incurred in connection therewith, and Landlord shall not have, and Tenant does hereby expressly release Landlord of, any liability and/or claim in connection with any such towing. Tenant shall notify each of its employees of the provisions of this Paragraph prior to their commencing any employment at the Premises.

(b) In the event that for any reason whatsoever Landlord is not permitted by governmental law, ordinance, or otherwise to charge monthly rent for the Parking Spaces as provided in this Paragraph, then the Base Rent shall be increased by an amount equal to the total annual parking rental otherwise payable by Tenant.

(c) Landlord shall have a right to designate the location of Tenant's parking and alter such designation upon reasonable notice to Tenant. Landlord makes no guarantee that any of the Parking Spaces will be located in a covered parking area. Landlord shall also have the right to establish or modify the methods used to control parking in the Parking Facility, including, without limitation, the installation of certain control devices or the hiring of parking attendants or a managing agent or the installation of a valet parking system.

(d) Landlord shall have no liability for any property damage or personal injury which may occur as a result of, or in connection with, the use of the Parking Spaces or the Parking Facility by Tenant, its employees, agents, invitees, and licensees (except for damage or injury caused by the gross negligence or willful misconduct of Landlord, its employees or agents); and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all costs, claims, expenses, or causes of action which Landlord may incur in connection with or arising out of Tenant's use of the Parking Spaces and the Parking Facility.

(e) In the event of a sale of Landlord's interest in the Parking Facility separate and apart from the remainder of the Complex to a successor in interest who expressly assumes the obligations of Landlord with respect to the Parking Spaces, Landlord shall be released and discharged from all of its covenants and obligations with respect to the Parking Spaces and Tenant agrees to look solely to such successor of Landlord for performance of such obligations. Landlord's sale, assignment or transfer of Landlord's interest in the Parking Facility shall in no manner affect Tenant's obligations.

30. Attorneys' Fees. If any action or proceeding is commenced in which Landlord intervenes or is made a party by reason of being the Landlord under this Lease or if Landlord shall deem it necessary to engage attorneys or institute any suit against Tenant in connection with the enforcement of Landlord's rights under this Lease, the violation of any term of this Lease, the declaration of Landlord's rights hereunder or the protection of Landlord's interests under this Lease, Tenant shall reimburse Landlord for Landlord's costs and expenses incurred as a result thereof, including without limitation, reasonable attorneys' and paralegals' fees, provided that in the event of any litigation between the parties under this Lease, the prevailing party shall be entitled to receive from the other party full reimbursement of such prevailing party's reasonable attorneys' and paralegals' fees and costs incurred therewith, whether such fees or costs are incurred before, during, or after any trial or administrative proceeding or on appeal or in bankruptcy.

31. No Implied Waiver. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

32. Mortgagee Protection; Landlord's Liability.

(a) If any Mortgagee shall have given prior notice to Tenant that it is the Mortgagee thereof and such notice includes the address at which notices to such party are to be sent, then Tenant shall give to said Mortgagee notice simultaneously with any notice given to Landlord to correct any default of Landlord as herein provided, and in such event the Mortgagee shall have an additional 60 days within which to cure or correct such default before Tenant may take any action under this Lease by reason of such default (or if such default cannot be cured or corrected within that time, than such additional time as may be necessary if such Mortgagee has commenced within such 60 days, and is diligently pursuing, the remedies or steps necessary to cure or correct such default, including without limitation commencement of foreclosure proceedings if necessary to effect such a cure) and if necessary to cure such default, shall have access to the Premises before such additional 60 day period shall commence. Any notice of default given Landlord shall be null and void unless simultaneous notice has been given to said Mortgagee. Landlord shall not be deemed to be in default under this Lease with respect to any covenant, condition or obligation of Landlord under this Lease until the expiration of 60 days after receipt of written notice of such default from Tenant. If by the nature of such default, the default can not reasonably be cured within said 60 day period, if Landlord has commenced a good faith effort to cure such default within said 60 day period and diligently pursues such cure without interruption until completion, Landlord shall have such time as is reasonable to cure such default.

(b) The term "Landlord," as used in this Lease, shall mean only the owner or owners, at the time in question, of the fee title to the Building. In the event of any transfer of such title or interest, Landlord as named in this Lease (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to the above, be binding on Landlord's successors and assigns, only during their respective periods of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or the individual partners, shareholders, members, managers, directors, officers, and property managers, and Tenant shall look solely to Landlord's then existing interest in the Building, and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease, and will not seek recourse against the individual partners, shareholders, members, managers, directors, officers, property managers, or any of their personal assets for such satisfaction. No other properties or assets of Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises. Anything to the contrary contained in this Lease notwithstanding, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income, incidental or consequential damages, or profit therefrom or for punitive damages, all of which is expressly waived by Tenant.

33. Security Deposit. If Paragraph 1(a)(vii) sets forth an amount for the Security Deposit, then the Security Deposit shall be due upon execution of this Lease and shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Tenant's liability for damages in case of default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of Rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit shall be returned by Landlord to Tenant following settlement of Tenant's Proportionate Share of Taxes and Operating Expenses for the final calendar year of the Lease Term as provided in **Exhibit** "C" hereof. If Landlord transfers its interest in the Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

34. Notice. Unless otherwise provided in this Lease, all notices and requests required or permitted under this Lease to Landlord or Tenant shall be in writing and shall be addressed to the addresses indicated in this Lease or to any other address that Landlord or Tenant may designate in a notice to the other party given at least 15 days in advance. All notices shall be deemed to be properly served if delivered to the appropriate address by registered or certified mail (with postage prepaid and return receipt requested), courier, express delivery service (such as FEDEX, D.H.L. or similar express services), or by facsimile transmission (provided that there is independent verification of delivery). Anything contained herein to the contrary notwithstanding, no notice of default, termination or election of any right under this Lease by Tenant (collectively "Material Notices") shall be deemed delivered to, or received by, the receiving party if sent by the sending party only by facsimile. Such Material Notices, if sent by facsimile, must also be sent by any other notice method described in this Paragraph and shall only be deemed received by Landlord pursuant to the provisions applicable to such applicable non-facsimile notice method so utilized. The date of service of a notice served shall be the date of actual receipt or refusal of delivery. If any Mortgagee shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice of default thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed in this Paragraph and to such address as such Mortgagee shall designate. Until further notice, the address for Tenant and Landlord shall be as set forth in Paragraph 1(a).

Although the parties may communicate from time to time by email, email correspondence shall not be deemed to be effective notice under this Lease. Notices may be given on behalf of any party by such party's legal counsel. In the event of any litigation under this Lease, the foregoing notice provisions shall in no way prohibit notices from being given as provided in the rules of civil procedure of the State of Florida, as the same may be amended from time to time and any notice so given in any such litigation shall constitute notice herein.

35. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be otherwise valid and enforced to the fullest extent permitted by law.

36. Recordation. Tenant agrees not to record this Lease or any memorandum hereof. At Landlord's request, Tenant agrees to promptly execute a memorandum of this Lease in recordable form, and Landlord may, at its option, record such memorandum in the Public Records of the County in which the Property is located.

37. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Landlord and Tenant agree to submit to the personal jurisdiction of and that the venue for any proceeding under or relating to this Lease shall be in any court serving the county where the Property is located.

38. Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord.

39. Time of Performance. Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

40. Brokers. Landlord and Tenant each represent and warrant one to the other that except as set forth below, neither of them has contracted with any broker in connection with the negotiations of the terms of this Lease or the execution thereof Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense or liability with respect to any claims for commissions, finder's fees or brokerage fees arising from or out of any breach of the foregoing representation and warranty. Landlord has advised Tenant that Landlord has contracted with the Landlord's Broker as its broker, which entity may be related to Landlord, and Tenant has contracted with Tenant's Broker, which entity may be related to Tenant, and Landlord shall be responsible for any commission due Landlord's Broker and Tenant's Broker in connection with this transaction pursuant to a separate written agreement.

41. Effect of Delivery of This Lease. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option to lease. This Lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord.

42. Exhibits. All of the Exhibits are incorporated herein and made a part of this Lease for all purposes.

43. Captions; Construction. The Paragraph captions used herein are for convenience and reference only and in no way add to or detract from the interpretation of the provisions of this Lease. Landlord, Tenant and their separate advisors believe and agree that this Lease is the product of their joint efforts, that it expresses their agreement, and that this Lease shall be construed without regard to any presumption or other rule permitting construction against the party causing this Lease to be drafted and shall not be construed more strictly in favor of or against either of the parties hereto merely because of their efforts in its preparation, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

44. Prior Agreements and Amendments. This Lease contains the sole and entire agreement between the parties hereto and supersedes all previous written and oral negotiations and agreements between the parties with respect to the subject matter of this Lease. All prior agreements, understandings, representations and/or promises made or entered into by the parties hereto are superseded by and replaced with this Lease, so that this Lease is the sole agreement between the parties. The provisions of this Lease may not be modified or amended, except by an instrument in writing and signed by both parties hereto.

45. Binding Effect; Usage. This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and, to the extent assignment is permitted under the provisions hereof, Tenant's assigns. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given or to all thereof If more than one party has executed this Lease as "Tenant," the liability of each party hereunder is joint and several. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a limited liability company, a firm, a corporation, or a group of 2 or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

46. Statutory Notice Requirement. Tenant hereby acknowledges receipt of the following notice as required by Chapter 88-285, Laws of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

47. Waiver of Trial by Jury. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY DO HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OR OCCUPANCY OF THE PREMISES, WHETHER SUCH CLAIM IS IN CONTRACT, TORT OR OTHERWISE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS IN A SUMMARY PROCEEDING.

48. Financial Statements. Tenant shall furnish Landlord, within 5 business days after Landlord's request therefor, an updated, current financial statement of Tenant and any guarantors of this Lease. Unless: (i) Landlord has reason to believe there has been a material reduction in the financial worth of any of such parties; or (ii) requested by any Mortgagee, other current or proposed lender, investor or purchaser of Landlord or the Building, such financial statement(s) shall not be required to be furnished more than twice each calendar year.

49. Representations; Authority.

([a]) Tenant represents and warrants that: (i) there are no proceedings pending or, to the knowledge of Tenant, threatened before any court or administrative agency that would materially adversely affect the ability of Tenant to enter into this Lease or the validity or enforceability of this Lease; (ii) there is no provision of any existing mortgage, indenture, contract or agreement binding on Tenant which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Lease; (iii) if Tenant is a corporation, partnership (general or limited), limited liability company, or other entity, then the person executing this Lease on behalf of Tenant has been duly authorized to execute this Lease on behalf of Tenant by the appropriate officers, directors, shareholders, partners (general or limited) members, managers, principals or other persons or entities; (iv) Tenant is in good standing, qualified to do business in the State of Florida; and (v) Tenant has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, and to grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Lease to be binding on Tenant.

(b) Landlord represents to Tenant that to Landlord's actual knowledge and belief Landlord has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein, and to grant the estate herein demised, with no other person needing to join in the execution hereof in order for this Lease to be binding on Landlord.

50. Tenant's Acceptance Letter. Tenant agrees to execute and deliver to Landlord a Tenant Acceptance Letter in the form attached hereto as **Exhibit "E"** within 10 days of a request by Landlord.

51. Bankruptcy. Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, Landlord is entitled under the Bankruptcy Code to adequate assurances of future performance of the provisions of this Lease. The parties agree that, with respect to any such assumption or assignment, the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignees will have the resources with which to pay all Base Rent and any Additional Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant or any guarantor (whichever is greater) on the date this Lease became effective, increased by 7%, compounded annually, for each year from the Rent Commencement Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.

(b) Any proposed assignee must have been engaged in the conduct of business for the 5 years prior to any such proposed assignment, which business does not violate the Permitted Uses, and such proposed assignee shall continue to engage in the Permitted Use and will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement, operating agreement or other agreement relating to the Complex. It is understood and agreed that Landlord's asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

(c) Any proposed assignee of this Lease must assume and agree to be personally bound by the

provisions of this Lease.

52. No Partnership. Nothing contained herein, nor any actions of the parties hereto shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any relationship between Landlord and Tenant other than that of landlord and tenant, it being understood and agreed that neither any other provision contained in this Lease nor any acts of Landlord or Tenant shall be deemed to create any relationship between the Landlord and Tenant other than that of landlord and tenant nor cause either Landlord or Tenant to be responsible in any way for the acts, debts or obligations of the other.

53. Third Party Rights. The parties hereto do not intend to grant directly, indirectly or by implication or by any other means any third party beneficiary rights to any persons or entities.

54. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

55. Reservations. Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights and dedications that Landlord deems necessary and to cause the recordation of easements, dedications, parcel maps/plats and restrictions so long as same do not adversely and materially: (a) interfere with the use of the Premises by Tenant; (b) increase Tenant's obligations hereunder; or (c) decrease Tenant's rights hereunder. Tenant agrees to promptly execute and deliver in recordable form any documents reasonably requested by Landlord to effectuate any such easements, rights, dedications, parcel maps/plats and or restrictions.

56. Counterparts, Facsimiles. This Lease may be executed in multiple counterparts, all of which together shall constitute one and the same original instrument. A facsimile signature shall be deemed for all purposes to be an original.

57. Public Filings. In the event Tenant is required to file this Lease with the Securities and Exchange Commission ("SEC"), Tenant agrees it shall, if permitted by Legal Requirements, file a confidential treatment request ("CTR") with the SEC, and shall use reasonable efforts to have the SEC grant the CTR, concerning the Rent and such other provisions as Landlord deems reasonably confidential. Promptly upon request, Tenant shall send to Landlord an electronic copy of this Lease with all appropriate terms and provisions of the Lease redacted. The out of pocket costs of preparing and filing the CTR shall be paid by Tenant.

58. Survival. Anything contained in this Lease to the contrary notwithstanding, the expiration or termination of the Lease Term of the Lease, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration or termination of the Lease Term, all of which shall survive the same, whether or not same is expressly stated in the particular Paragraph of this Lease, including, without limitation, Tenant's obligations with respect to: (a) the payment of Base Rent and all items of Additional Rent; (b) any provisions of this Lease with respect to indemnities of Landlord made by Tenant; and (c) the removal of all property of Tenant required to be removed hereunder and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease to the extent required hereunder.

59. Ground Lease. Tenant acknowledges and agrees that the provisions of this Lease and Tenant's rights hereunder are in all events subject to the terms and provisions of that certain Agreement of Lease (as previously or hereafter amended, the "Ground Lease") with respect to the property by and between the City of Miami Beach and Landlord dated September 1, 1999, and Tenant agrees to comply with all restrictions applicable to Tenant and Tenant's use and occupancy of the Premises and the property contained therein.

60. Joint and Several Liability. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

61. Option to Renew.

(a) Landlord hereby grants Tenant one (1) option to extend the Lease Term, for one (1) additional consecutive period(s) of five (5) years, which would commence immediately upon the end of the Lease Term (such period, and if more than one, each such period being an "Option Term"). The Option Term shall be upon the same terms and conditions as are provided in the Lease, except that the Base Rent during the Option Term will be the Prevailing Market Rent, as specified below in subparagraph (b). The Option Term shall be exercised by Tenant giving notice to Landlord, not later than 365 days prior to the expiration date of the then current Lease Term. If Tenant fails to provide such notice to Landlord on or before such date, Tenant's rights under this section shall be null and void. Additionally, Tenant's rights to extend the Lease Term for the Option Term shall be automatically null and void immediately if any of the following conditions occurs prior to the commencement of the Option Term or the exercise by Tenant of the Option Term: (a) there shall be an Event of Default by Tenant under the Lease, or (b) Tenant shall have assigned the Lease or sublet all or any potion of the Premises.

EXHIBIT "F"

TENANT ACCEPTANCE LETTER

This declaration is hereby attached to and made part of the lease agreement dated March ___, 2009 entered into by and between 1691 MICHIGAN AVENUE INVESTMENT LP, a Delaware limited partnership as Landlord and _____, a _____ as Tenant.

The undersigned, as Tenant, hereby confirms as of the _____ day of _____, _____ the following:

1. Tenant has accepted possession of the Premises on _____, _____ able to occupy the same.

2. The Rent Commencement Date is _____, _____ and the obligation to commence the payment of rent commenced or will commence on _____, _____.

3. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed, and Tenant accepts the Premises in its current condition.

4. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

5. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.

6. There are no offsets or credits against Base Rent or Additional Rent, nor has any Base Rent or Additional Rent been prepaid except as provided pursuant to the terms of the Lease.

7. Tenant has no notice of any prior assignment, hypothecation, or pledge of the Lease or any Rent due under the Lease.

WITNESS:	**TENANT:**
	Car Charging, Inc
/s/ Karina Del Junco	By: /s/ Raphael Perez
Karina Del Junco	As: Secy

(b) Base Rent for each month during the Option Term shall be at a rate equal to the amount that a willing, comparable, renewal tenant with a renewal right at market would pay and a willing, comparable, landlord of a comparable office building in the market area would accept at arm's length, giving appropriate consideration to tenant improvements, brokerage commissions and other applicable terms and conditions of the tenancy in question (the "Prevailing Market Rate"). Within thirty (30) days following Tenant's delivery of the notice exercising the applicable Option Term, Landlord shall advise Tenant of the Prevailing Market Rate on a rentable square foot basis as of the beginning of the applicable Option Term. Within twenty (20) days of receipt of Landlord's notice and determination, Tenant shall advise Landlord, in writing, whether or not Tenant accepts or rejects the Prevailing Market Rate proposed by Landlord. Tenant's failure to accept or reject in writing the Prevailing Market Rate proposed by Landlord within such twenty (20) day period shall be deemed rejection by Tenant, and this Lease shall end on the expiration date of the then-current Lease Term. If Tenant rejects the rate specified by Landlord, \Tenant's rights under this section shall be null and void. If Tenant accepts such rate in writing, then the Base Rent during the applicable Option Term shall be said Prevailing Market Rate.

(c) The leasing of the Premises by Landlord to Tenant for any Option Term shall be upon and subject to all of the terms, provisions and conditions of the Lease, except that (i) once an Option Term is exercised by Tenant, the number of Option Terms remaining shall not include that Option Term, and if only one Option Term is granted or if Tenant exercises the last of multiple Option Terms, the renewal rights granted by this section shall not apply, so that in no event shall Tenant have the right to renew and extend this Lease beyond the last Option Term; (ii) the Base Rent payable during the applicable Option Term shall be the Prevailing Market Rate determined in accordance with the terms above; (iii) Tenant shall accept the Premises in their then "AS IS" condition, and Landlord shall not be required to perform any tenant finish or other work to the Premises or to provide Tenant any tenant finish allowance or other allowance or inducement with respect to the Premises; and (iv) the defined term "Lease Term" shall be deemed to include any Option Term when and if it becomes effective. Once Tenant shall exercise an Option Term in accordance with the terms and conditions of this section, such Option Term shall become effective as provided herein automatically and without the necessity of further documentation; but nevertheless, at Landlord's request, Landlord and Tenant shall promptly execute an amendment to this Lease in form and substance acceptable to both of them, reflecting the leasing of the Premises for the applicable Option Term. There shall be no renewal rights except as set forth in this section.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the day and year first above written.

Witnesses as to Landlord:

/s/ Karyn Weiss

Print Name: Karyn Weiss

/s/ Leo Amador

Print Name: Leo Amador

LANDLORD:

1691 MICHIGAN AVE INVESTMENT LP,
a Delaware limited partnership

By: 1691 Michigan Ave Investment GP LLC, a Delaware limited liability company, its general partner

By: /s/ Jorg Homann
Name: Jorg Homann
Title: Vice President

By: /s/ Benita Latsili
Nam: Benita Latsili
Title: Vice President

Witnesses as to Landlord:

/s/ Karina Del Junco

Print Name: Karina Del Junco

/s/ Francisco Jauregui

Print Name: Francisco Jauregui

TENANT:

CAR CHARGING INC., a _____
corporation

By: /s/ Raphael Perez
Name: Raphael Perez
Title: Secy

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lots 7 through 10, inclusive, and Lots 14 through 20, inclusive, in Block 37, PALM VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 6, Page 29, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

FLOOR PLAN OF PREMISES
[TO BE ATTACHED HERE]

(Sketches, cross-hatching, dimensions and area calculations are for illustrative purposes only and are not intended to detail the actual physical boundaries, dimensions or square footage of the Premises.)

EXHIBIT "C"
OPERATING EXPENSES

I. Payment of Tenant's Share of Operating Expenses.

A. In addition to the Base Rent, Tenant shall pay to Landlord as "Additional Rent" an amount equal to Tenant's Proportionate Share of the sum of the Operating Expenses (hereinafter defined) and the Taxes (hereinafter defined) in excess of the Base Year Expense Stop for each calendar year, which amount shall be prorated for any partial calendar year at the beginning or end of the Lease Term.

As used herein the term:

(i) "Operating Expenses" means all expenses, costs and disbursements, of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, operation, leasing, securing, maintenance and management of the Building, the Complex and Common Areas (excluding such expenses to the extent they relate solely to the Parking Facility) and land on which all of the foregoing are located. By way of explanation and clarification, but not by way of limitation, these Operating Expenses will include the following:

(a) Wages and salaries of all employees engaged in operation, maintenance, and security of the Building and the Complex, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries, the cost of disability and hospitalization insurance, pension or retirement benefits, and any other fringe benefits for such employees;

(b) All supplies and materials used in operation and maintenance of the Building or the Complex;

(c) Cost of all utilities, including without limitation water, sewer, electricity, gas and fuel oil used by the Building or the Complex and not charged directly to another occupant;

(d) Cost of Building and Complex management, including management fees and office rental, janitorial services, accounting and legal services, rental and other payments under the Ground Lease or any other ground lease, trash and garbage removal, servicing and maintenance of all systems and equipment including, but not limited to, elevators, plumbing, heating (if provided), air conditioning, ventilating, lighting, electrical, security, fire and other alarms, fire pumps, fire extinguishers and hose cabinets, mail chutes, guard service, alarm system, painting, window cleaning, landscaping and gardening, any maintenance or service agreements, landscape maintenance, elevator, and heating, ventilation, and air-conditioning service;

(e) Cost of all insurance relating to the Building and the Complex and Landlord's personal property used in connection therewith including, without limitation, casualty and liability insurance applicable to the Building and the Complex and Landlord's personal property used in connection therewith;

(f) Cost of capital improvements to the extent they are depreciated over their deemed useful life; and,

(g) Costs arising from implementation of Legal Requirements of Legal Authorities.

Notwithstanding the foregoing, the following expenses shall not be Operating Expenses:

(a) The cost of mortgage financing, interest or amortization payments on any mortgage payment;

(b) the costs of repairs incurred by reasons of fire or other casualty or condemnation to the extent that Landlord is compensated therefor through proceeds of insurance or condemnation awards;

(c) all other expenses for which Landlord has received reimbursement (such as by insurance and by other tenants of the Building) except as additional rent under comparable provisions in this Subparagraph of this Exhibit to the Lease;

(d) income or franchise taxes or such other taxes imposed upon or measured by Landlord's net income for the operation of the Building;

(e) electricity costs or overtime HVAC costs, if charged separately to and actually

paid by any other tenant in the Building;

(f) Taxes;

(g) the cost of any additions to the Building that result in a larger building; and

(h) Taxes and insurance costs associated with the Parking Facility, effective from and after the date, if at all, Landlord sells the Parking Facility to a third party and excludes same from the Complex, except to the extent Landlord retains any obligations therefor, including without limitation costs of maintenance of common areas between the Complex and the Parking Facility.

(ii) "Taxes" means all impositions, taxes, surcharges, assessments (special or otherwise), water and sewer charges and rents, and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate succession, transfer or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax paying entity without regard to Landlord's income source as arising from or out of the Complex) attributable in any manner to the Complex, or the rents receivable therefrom or any part thereof, or any use thereof, or any facility located therein or thereon or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority. Pursuant to the Ground Lease, Landlord is obligated to increase its payments under the Ground Lease if and to the extent that the Property is exempted from any tax obligations because of the fact that the Property is owned by the City of Miami Beach, and the term "Taxes" shall be deemed to mean and include all such increases in Ground Lease payments.

Landlord shall notify Tenant within 60 days after the end of each calendar year hereafter ensuing or earlier during the Term, of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) will be the amount of Tenant's Proportionate Share of Operating Expenses and Taxes for the then current calendar year and Tenant shall pay such sum in advance to Landlord in equal monthly installments, during the balance of said calendar year, on the first day of each remaining month in said calendar year commencing on the first day of the first month following Tenant's receipt of such notification. Following the end of each calendar year during the Term hereof, Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant with respect to Operating Expenses and Taxes for the past calendar year, the amount thereof actually paid during that year by Tenant and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Within 30 days after receipt by Tenant of said statement, Tenant or its designee shall have the right in person to inspect Landlord's books and records, at Landlord's office, during Normal Business Hours, after 4 days' prior written notice, showing the Operating Expenses and Taxes for the Complex for the calendar year covered by said statement. Said statement shall become final and conclusive between the parties, their successors and assigns as to the matters set forth therein unless Landlord receives written objections with respect thereto within said 30 day period. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within 30 days following Tenant's receipt thereof and any overpayment shall be immediately credited against Tenant's obligation to pay expected additional rent in connection with anticipated increases in Operating Expenses and Taxes or, if by reason of any termination of the Lease no such future obligation exists, refunded to Tenant.

In determining the amount of Operating Expenses, for the purpose of this Section, if less than 95% of the Complex shall have been occupied by tenants and fully used by them, at any time during the year, Operating Expenses shall be increased to an amount equal to the like operating expense which would normally be expected to be incurred had such occupancy been 95% and had such full utilization been made during the entire period.

B. Additional Rent due by reason of the provisions of paragraph A above and this paragraph B for the final months of the Lease is due and payable even though it may not be calculated until subsequent to the termination date of the Lease; the Operating Expenses and Taxes for the calendar year during which the Lease terminates shall be prorated according to that portion of said calendar year that the Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit, if any, in full or partial satisfaction of any additional rent due for the final month of the Lease by reason of the provisions of paragraph A above and this paragraph B. If said Security Deposit is greater than the amount of any such additional rent and there are no other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of the Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided in Paragraph 32 of the Lease. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved, of the liability for or the obligation to pay any Additional Rent due for the final month of the Lease by reason of the provisions of paragraph A above and this paragraph B if said Security Deposit is less than such, additional rent, nor shall Landlord be required to first apply said Security Deposit to such additional rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of the Lease.

C. Any reference in the Lease or any exhibit to the Lease to "Rent" or "rent" includes Base Rent and Additional Rent. Any term that is not defined in any exhibit shall have the meaning ascribed to it in the Lease.

EXHIBIT "D"

WORK LETTER AGREEMENT

Tenant accepts the Premises in their "as is, where is" condition and Landlord shall not be obligated to perform any construction of any kind whatsoever within the Premises or the Building or Complex.

Provided, however, Landlord shall provide Tenant with an allowance in the amount of $14,380.00 (the "Allowance") to be used by Tenant for the sole purpose of replacing the carpet within the Premises and painting the interior walls within the Premises. The Allowance shall be disbursed by Landlord to Tenant upon satisfaction of the following conditions: (i) Tenant shall be occupying the Premises for regular business purposes and shall have paid Monthly Base Rent for the first month such Rent is due under the Lease, (ii) Tenant shall not be in default, nor shall any matter which with the passage of time would become a default hereunder, (iii) Tenant shall supply Landlord with invoices marked "paid" from third party vendors supplying and installing such carpet and paint showing the total amounts incurred, and Landlord shall reimburse such amounts to Tenant, but only up to the amount of the Allowance, and (iv) Tenant shall provide duly executed, unconditional, final lien waivers from all parties supplying or installing such carpet or paint in favor of, and in form and content acceptable to, Landlord.

EXHIBIT "E"

RULES AND REGULATIONS

The following Rules and Regulations, hereby accepted by Tenant, are prescribed by Landlord to enable Landlord to provide, maintain, and operate, to the best of Landlord's ability, orderly, clear and desirable premises, Building, Complex and Parking Facility for the Tenants therein at as economical a cost as reasonably possible and in as efficient a manner as reasonably possible, to assure security for the protection of Tenants so far as reasonably possible, and to regulate conduct in and use of said Premises, Building Complex and Parking Facility in such manner as to minimize interference by others in the proper use of same by Tenant.

1. Tenant, its officers, agents, servants and employees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, hallways or stairways of the Complex or garage, or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees.

2. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Premises, the Building the Complex or Parking Facility shall be restricted to time, method and routing of movement as determined by Landlord upon request from Tenant and Tenant shall assume all liability and risk to property, Premises, Building and Complex in such movement. Tenant shall not move furniture, machines, equipment, merchandise or materials within, into or out of the Complex, the Building, Premises or garage facilities without having first obtained written permission from Landlord 24 hours in advance. Safes, large files, electronic data processing equipment and other heavy equipment or machines shall be moved into Premises, Building, Complex or Parking Facility only with Landlord's written permission and placed where directed by Landlord.

3. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors, or invitees in or on any part of the outside or inside of the Building, the Complex, garage facilities or Premises without prior written consent of Landlord and then only of such color, size, character, style and materials and in such places as shall be approved and designated by Landlord.

4. Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from Premises, Building, the Complex or Parking Facility regardless of how or when loss occurs, except in the case of gross negligence by Landlord and its agents.

5. No additional locks shall be placed on any door or changes made to existing locks in the Building without the prior written consent of Landlord. Landlord will furnish 2 keys to each lock on doors in the Premises and Landlord, upon request of Tenant, shall provide additional duplicate keys at Tenant's expense. Landlord may at all times keep a pass key to the Premises. All keys shall be returned to Landlord promptly upon termination of the Lease.

6. Tenant, its officers, agents, servants or employees shall do no painting or decorating in the Premises, or mark, paint or cut into, drive nails or screw into or in any way deface any part of Premises, the Building or the Complex without the prior written consent of Landlord. If Tenant desires signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at expense of Tenant, with the approval and under the direction of Landlord.

7. Landlord reserve the right to: (i) close the Building at 6:00 P.M., subject, however, to Tenant's right to admittance under regulations prescribed by Landlord, and to require the persons entering the Building to identify themselves and establish their right to enter or to leave the Building; (ii) close all parking areas between the hours of 9:00 P.M. and 7:00 A.M. during week days; and (iii) close all parking areas on weekends and holidays.

8. Tenant, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing instruments or device which may be heard outside the Premises or which may emanate electrical waves which will impair radio, television broadcasting or reception or interfere with the use of computers or telephonic equipment from or in the Building.

9. Tenant, its officers, agents, servants and employees shall, before leaving the Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Each Tenant before the closing of the day and leaving the Premises shall see that all blinds and/or draperies are pulled and drawn.

10. All plate and other glass now in the Premises, Building or Complex which is broken through the cause which is attributable to Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall be replaced by and at expense of Tenant under the direction of Landlord.

11. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part or appurtenance of Premises.

12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.

13. All contractors and/or technicians performing work for Tenant within the Premises, Building, Complex or Parking Facility shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical feature of the Building, the Complex, the Premises or the Parking Facility. None of this work shall be done by Tenant without Landlord's prior written approval.

14. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building; nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.

15. Glass panel doors that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by the Tenant, and Tenant shall not permit, erect, and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Premises unless same shall have first been approved in writing by Landlord.

16. Canvassing, soliciting and peddling in the Complex (including the Parking Facility) is prohibited and each Tenant shall cooperate to prevent the same. Tenant shall not distribute any handbills or other advertising matter in automobiles parked in the Parking Facility. Tenant shall promptly report any such activities to the Building Manager's office.

17. No hand trucks, except those equipped with rubber tires and side guards, shall be used in any space, or in the public halls of the Building, either by any Tenant or by jobbers or others, in the delivery or receipt of merchandise or otherwise.

18. The work of Landlord's janitors or cleaning personnel shall not be hindered by Tenant after 5:30 P.M. and such work may be done at any time when the offices are vacant. The windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc., necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service. In this regard, Tenant shall also empty all glasses, cups and other containers holding any type of liquid whatsoever.

19. If Tenant must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of Tenant with Landlord's assistance to dispose of same. In no event shall Tenant set such items in the public hallways or other areas of Complex, excepting Tenant's own Premises, for disposal.

20. Tenants may not bring furniture and equipment into the Premises that does not fit in the elevators for the Building and that does not pass through the doorways of the Premises or Building unless such furniture or equipment is made in parts and set up in the Premises. Landlord reserves the right to refuse to allow to be placed in the Building any furniture or equipment of any description which does not comply with the above conditions.

21. Tenant will be responsible for any damage to the Premises, including carpeting and flooring, caused by rust or corrosion of file cabinets, roller chairs, metal objects or spills of any type of liquid.

22. If the Premises become infested with vermin, Tenant, at its sole cost and expense, shall cause the Premises to be exterminated, to the satisfaction of Landlord, and shall employ exterminators approved by Landlord.

23. Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building or the Complex, without Landlord's prior approval in writing, and upon such terms and conditions as may be specified by Landlord in each and every instance, including the payment of a rental fee for such space.

24. Tenant shall not use the name of the Building for any purpose other than that of the business address of Tenant or use any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's express consent in writing.

26. Tenant shall not conduct its business in such manner as to create any nuisance, or interfere with, annoy or disturb any other tenant in the Complex or Landlord in its operation of the Complex or commit waste or suffer or permit waste to be committed in the Premises or Complex. In addition, Tenant shall not allow its officers, agents, employees, servants, patrons, customers, licensees and visitors to conduct themselves in such manner as to create any nuisance or interfere with, annoy or disturb any other tenant in the Complex or Landlord in its operation of the Complex or commit waste or suffer or permit waste to be committed in the Premises or the Complex.

27. Tenant, its officers, agents, servants and employees shall not install or operate any refrigerating, heating (if provided) or air conditioning apparatus or carry on any mechanical operation or

bring into Premises, Building or Parking Facility any inflammable fluids or explosives without written permission of Landlord.

28. Tenant, its officers, agents, servants or employees shall not use Premises, or any portion of the Complex for housing, lodging or sleeping purposes without the prior written consent of the Landlord.

29. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Parking Facility, Building, Premises or any other part of the Complex, or keep on the Premises any fish, fowl, reptile, insect, or animal or any bicycle or other vehicle without the prior written consent of Landlord. Wheel chairs and baby carriages are excepted from this rule.

30. Neither Tenant nor any officer, agent, employee, servants, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Building without the written consent of the Landlord.

31. Tenant shall not have its employees or laborers paid in the Building (other than employees who work in the Building on a full time basis), but shall arrange to pay their payrolls elsewhere.

32. No smoking shall be permitted anywhere in the Building or in any other building in the Complex.

EXHIBIT "F"
TENANT ACCEPTANCE LETTER

This declaration is hereby attached to and made part of the lease agreement dated March _____ 2009 entered into by and between 1691 MICHIGAN AVENUE INVESTMENT LP, a Delaware limited partnership as Landlord and _____ , a _____as Tenant.

The undersigned, as Tenant, hereby confirms as of the _____ day of _____, _____ the following:

1. Tenant has accepted possession of the Premises on _____, _____ able to occupy the same.

2. The Rent Commencement Date is _____, _____ and the obligation to commence the payment of rent commenced or will commence on _____, _____.

3. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed, and Tenant accepts the Premises in its current condition.

4. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.

5. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.

6. There are no offsets or credits against Base Rent or Additional Rent, nor has any Base Rent or Additional Rent been prepaid except as provided pursuant to the terms of the Lease.

7. Tenant has no notice of any prior assignment, hypothecation, or pledge of the Lease or any Rent due under the Lease.

WITNESS:	**TENANT:**
	Car Charging, Inc
/s/ Karina Del Junco	By: /s/ Raphael Perez
Karina Del Junco	As: Secy

Exhibit 10.7

EXCLUSIVE ELECTRIC CAR CHARGING STATION, INSTALLATION, SUPPLY AND MAINTENANCE AGREEMENT

PREAMBLE

WHEREAS, CAR CHARGING HOLDINGS, LLC and/or its designated assigns with an office address of 1691 Michigan Avenue, Suite #425, Miami Beach, Florida 33139 (hereinafter PROVIDER, desires to be engaged by AIRPORT PARKING, LLC d/b/a PARK BARK AND FLY, with an address of [redacted] (hereinafter "CLIENT") for the term of this Exclusive Electric Car Charging Station, Installation, Supply and Maintenance Contract (the Contract, and any renewals and/or extensions hereof (each, respectively, a Renewal Term, as the exclusive provider to CLIENT to make available, provide, install, maintain, service and operate electric car charging facilities wheresoever located within the property of CLIENT at the address(es) set forth on annexed EXHIBIT A which is incorporated by reference herein, and which includes, for illustration but not limitation, the equipment shown on EXHIBIT B (the Equipment, and

WHEREAS, the purpose of this Contract is for PROVIDER to enable CLIENT to offer electric car charging services on the real property owned and/or leased by CLIENT for the use of CLIENT, their guests, employees, licensees or invitees; and

WHEREAS, [redacted]; and

WHEREAS, CLIENT desires to so contract with PROVIDER to provide such goods and services on an exclusive basis, within the Designated Areas of CLIENT'S property upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the covenants, conditions and agreements contained in this Contract, the parties mutually agree and covenant as follows:

1. **Preamble Made Part of Contract.** The preamble described above is made a part of this Contract and expressly incorporated by reference herein.

2. **Term of Contract/Renewal**. [redacted]

2.1 [redacted]

2.2 [redacted]

3. **Installation and Maintenance of Equipment and the Surrounding Property.**

[redacted] PROVIDER agrees to supply and install, at PROVIDER's sole expense, the Equipment at the Designated Areas. The location of the Designated Areas shall be agreed upon in writing by the parties and EXHIBIT C shall be updated from time to time to reflect the addition of additional Designated Areas. [redacted]

PROVIDER further agrees, at its own expense, and at all times during the Contract term and any extension or renewal, to maintain and replace the Equipment and to keep the Equipment in proper working order. [redacted]

3.2 CLIENT agrees, at its own expense and at all times during the Contract term and any extension or renewal, to keep public Areas, streets and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish and in good repair and condition. In addition, CLIENT shall provide and maintain, in compliance with the requirements of the applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment. Further, CLIENT shall be solely responsible for providing and shall pay any and all utility use charges for all utilities serving the Equipment, including electricity. In the event CLIENT knows of or becomes aware of any actual or potential claim against the PROVIDER by any person or entity, or any actual or potential malfunction with the Equipment, CLIENT shall notify PROVIDER promptly upon notification of such claim or malfunction.

3.3 [redacted]

4. **Revenue**. PROVIDER shall charge customers a fee based on the [redacted] PROVIDER shall have the right, in its sole and absolute discretion, to determine the price charged for use of the Equipment by the end users. CLIENT shall have no claim for any additional payments beyond the amounts listed herein.

5. **Licenses/Permits**. PROVIDER agrees that it shall obtain any and all necessary licenses and/or permits for the installation and operation of the Equipment and shall be solely and exclusively responsible for any citations as a result of any default under this §5.

6. [redacted] **Limits**. CLIENT and PROVIDER agree to mutually negotiate in good faith to agree on issues relating to [redacted] or other use of the Equipment.

7. **Collection of Revenue**. PROVIDER will arrange for and supervise the revenue collection from the Equipment.

[1] [redacted]

[redacted] **Relocation**. [redacted]

9. **Indemnification**.

9.1 CLIENT shall indemnify PROVIDER and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury and/or damage to property arising out of any occurrence in, upon or at a Designated Area adjacent to the Equipment or any part thereof, or occasioned wholly or in part by any act or omission of CLIENT, its agents, employees or servants.

9.2 PROVIDER shall indemnify CLIENT and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury and or damage to property arising out of the Equipment or any part thereof, or occasioned wholly or in part by any act or omission of PROVIDER, its agents, employees or servants.

9.3 In case either PROVIDER or CLIENT shall, without any fault of its part, be made a party to litigation commenced by or against the other party, then each party shall protect and hold the other party harmless and shall; pay all costs, expenses and reasonable attorney's fees that may be incurred or paid in defending against such action and/or otherwise enforcing the covenants of this Contract.

10.

11. **Default**. No party shall commit or allow to continue any breach of this Contract, which shall not have been cured within sixty (60) days after receipt of written notice from the non-breaching party specifying the breach; provided, however that if the breach cannot be cured within sixty (60) days, the breaching party shall not be in default if, within such sixty (60) day period, it shall have commenced to cure said breach and shall continue its efforts with due diligence. Upon the occurrence of a default and a failure to cure within the allotted cure period, the non-breaching party shall have the right, at the option of the non-breaching party, to (i) terminate this Contract, whereupon, neither party shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein or (ii) continue this Contract in full force and effect, notwithstanding the occurrence of such default. Except as otherwise provided in this Contract, the rights and remedies granted in this Contract are cumulative and are in addition to any given by any statutes, rule at law or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

12. **Binding**. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Nothing contained in it, whether expressed or implied, is intended to give or shall be construed as giving anyone other than the parties and the named CLIENT and their successors or assigns any rights under this Agreement. This Agreement shall not be binding or enforceable against PROVIDER unless and until it is countersigned by PROVIDER after receipt of an executed copy from CLIENT.

13. **Headings**. The headings in this Contract are used for convenience only and shall not be used to define, limit or describe the scope of this Contract or any of the obligations herein.

14. **Final Agreement**. This Contract constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Contract may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

15. **Severability**. If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

16. **Counterparts**. This Contract may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

Governing Law, Jurisdiction, Venue and Waiver of Jury Trial: Any suit involving any dispute or matter arising under this Agreement may only be brought in State or Federal Court of Broward County, Florida which shall have jurisdiction over the subject matter of the dispute or matter. PROVIDER and CLIENT irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. PROVIDER and CLIENT irrevocably waive any objection that they now have or hereafter irrevocably waive any objection that they now have or

hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment against PROVIDER or CLIENT in any such suit shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any liability of PROVIDER or CLIENT therein described, or by appropriate proceedings under any applicable treaty or otherwise. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

18. **Ownership of Equipment**. It is expressly acknowledged and understood that all right, title and interest in and to the Equipment shall at all times remain the property of PROVIDER.

19. **Injunctive Relief**. The Parties recognize that the obligations under this Agreement are special, unique and of extraordinary character and the parties acknowledges the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants (including those contained in Paragraphs 3 and 9) and that the non-breaching may be irreparably harmed thereby. Therefore, the parties agree that the non-breaching party shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity, including the recovery of damages from the non-breaching party's agents or affiliates involved in such breach. In such action, the non-breaching party shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

20. **Notices**: Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to PROVIDER:
CAR CHARGING HOLDINGS, LLC
1691 Michigan Avenue, Suite #425
Miami Beach, Florida 33139

With copy to:
Michael I. Bernstein, Esq.
MICHAEL I. BERNSTEIN, P.A.
1688 Meridian Avenue, Suite 418
Miami Beach, FL 33139
e-mail: MIB@carcharging.com

If to CLIENT:
AIRPORT PARKING, LLC
[redacted]

21. **Insurance**. At all times during the term of this Contract, PROVIDER shall keep and maintain, insurance as may be required by law or may be necessary to protect PROVIDER, CLIENT and the Equipment from claims of any person who may perform work, service, maintenance and/or may otherwise utilize the Equipment (as may be reasonably determined by PROVIDER). PROVIDER shall further procure and maintain, at its own cost and expense and at all times during the Contract term, comprehensive general public liability insurance and any additional insurance coverage to insure against major vandalism of the installed Equipment. PROVIDER shall furnish to CLIENT, a certificate of insurance evidencing such insurance is in full force and effect.

22. **Promotional Assistance** [redacted]

23. **Assignment.** [redacted]

24. **Attorney's Fees.** In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees on both trial and appellate levels.

25. **Relationship of the Parties.** PROVIDER acknowledges that it has its own independently established business that is separate and apart from CLIENT's business. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

26. **Force Majeure.** If PROVIDER shall be delayed or hindered in or prevented from the performance of any act required under this Contract by reason of any strike, lockout, labor trouble, inability to procure materials, or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of PROVIDER, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

27. [redacted]

28. **Estoppel Certificate**. At any time and from time to time, CLIENT agrees upon request in writing from PROVIDER to execute, acknowledge and deliver to PROVIDER a statement in writing certifying that this Contract is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified) and the dates to which the revenue share has been paid.

29. **Exhibits.** All exhibits attached to this Contract and referred to herein are hereby incorporated by reference as if fully set forth herein.

30. **No Third-Party Rights.** The provisions of this Contract are for the exclusive benefit of Provider and CLIENT only, and no other shall have any right or claim against either party or be entitled to enforce any provisions hereunder against any party hereto.

31. **Effective Date/Binding Authority**. This Contract shall be effective as of the date a countersigned copy hereof is provided by PROVIDER to CLIENT. PROVIDER shall not be bound under any terms hereof to CLIENT until such time as a countersigned copy is provided to CLIENT.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first written above.

CLIENT:	**PROVIDER:**
AIRPORT PARKING, LLC d/b/a PARK BARK & FLY	CAR CHARGING HOLDINGS, LLC, a Florida limited liability company
By: /s/	By: /s/
Name:	Name: Name
Title:	Title: Title

EXHIBIT A
Address Location

EXHIBIT B
Equipment Description

EXHIBIT C
Designated Areas

Exhibit D
FPL Electric Bill

-
-

Exhibit 31.1

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

I, Michael D. Farkas, certify that:

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

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

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

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

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

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

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

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

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

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

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

Car Charging Group, Inc.

By: /s/ Michael D. Farkas
Michael D. Farkas
Chief Executive Officer

December 13, 2010

Exhibit 31.2

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

I, Richard Adeline, certify that:

1. I have reviewed this Form 10-Q/A 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/ Richard Adeline
Richard Adeline
Chief Financial Officer
Principal Accounting
Officer

December 13, 2010

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with this Quarterly Report of Car Charging Group, Inc. (the "Company") on Form 10-Q/A for the period ending September 30, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael D. Farkas, Chief Executive Officer of the Company, certifies to the best of his knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

1. Such Quarterly Report on Form 10-Q/A for the period ending September 30, 2010, 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 Quarterly Report on Form 10-Q/A for the period ending September 30, 2010, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

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

December 13, 2010

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with this Quarterly Report of Car Charging Group, Inc. (the "Company") on Form 10-Q/A for the period ending September 30, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard Adeline, Chief Financial Officer of the Company, certifies to the best of his knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

1. Such Quarterly Report on Form 10-Q/A for the period ending September 30, 2010, 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 Quarterly Report on Form 10-Q/A for the period ending September 30, 2010, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

By: /s/ Richard Adeline
Richard Adeline
Chief Financial Officer
Principal Accounting Officer

December 13, 2010