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

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Amendment No. 3 to
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 No o

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 (the “Amended Form 10-Q”) is being filed to disclose Exhibit 10.7 in its entirety. Certain portions of the exhibit were previously redacted pursuant to an application to the Commission for confidential treatment which has not been granted . There are no other changes to this Amended Form 10-Q/

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(1)

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(1)

10.3 Settlement Agreement and Release between Z.A. Consulting, Inc., David Zazoff and Car Charging Group, Inc. dated August 19, 2010(1)

10.4 Public Relations Agreement by and between Beckerman Public Relations and Car Charging, Inc. dated December 14, 2009(1)

10.5 Novacharge, LLC Electric Vehicle Charging Station Authorized Reseller Agreement between Novacharge, LLC and Echarging Stations, LLC dated October 16, 2009.(1)

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

10.7 Car Charging Provider Agreement Form (filed herein)

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

(1) Incorporated by reference to Form 10-Q filed on December 14, 2010

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.

Date: June 13 , 2011

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

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

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 6050 South Semoran Boulevard (SR 436), Orlando, Florida 32822-4826 (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, the Equipment shall be installed and maintained by PROVIDER or its approved subcontractors in areas specifically designated for electric car charging by CLIENT at the location(s), including, but not limited to those spaces described on EXHIBIT C (as it may be updated from time to time throughout the term of this Contract) (the "Designated Areas"); 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**. The term of this Contract shall be for a period of seven (7) years commencing on June 25, 2010 and ending on June 24, 2017; *provided, however*, the date of commencement may be amended or postponed by PROVIDER upon written notice to CLIENT, in the event that unforeseeable and unavoidable circumstances delay the installation of the Equipment at the Designated Areas. If CLIENT fails to notify PROVIDER of its intent to cancel this Contract on or before one hundred eighty (180) days prior to June 24, 2017, this Contract shall automatically renew for a two (2) year Renewal Term and shall continue to renew for two (2) year Renewal Terms unless CLIENT provides written notice of its intent to terminate no later than ninety (90) days prior to the expiration of any respective Renewal Term.

2.1 CLIENT hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Agreement PROVIDER may, at its sole discretion, relocate or remove Equipment to the extent that a specific location within the Designated Areas is not performing to PROVIDER’s specifications. PROVIDER shall be solely responsible for any costs involved in the relocation or removal of any Equipment.

2.2 CLIENT hereby grants PROVIDER the right, upon the expiration/termination of this Contract, to enter upon the property of CLIENT within sixty (60) days after such expiration/termination and to remove any and all Equipment (which all right, title and interest in said Equipment shall at all times during the term of this Contract, be deemed property of PROVIDER) and other personal property of PROVIDER, it being understood that PROVIDER shall repair any damage caused from such removal at its sole cost and expense and PROVIDER shall coordinate removal of Equipment with CLIENT.

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

3.1 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. It is expressly agreed by CLIENT that as of the effective date of this Contract, CLIENT will designate a minimum of one (1) parking spot to PROVIDER exclusively for use for electric car charging by PROVIDER.

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. During the term of this Contract, PROVIDER, its employees, agents and providers may enter upon CLIENT's property at any time and without notice for purposes of installing, inspecting, servicing and maintaining the Equipment; and CLIENT agrees that it shall not interfere, or cause its employees, agents or servants to interfere with PROVIDER's employees, agents or PROVIDER in the pursuit of PROVIDER's installation, service, maintenance, removal or revenue collection from the Equipment or any other actions in furtherance of this Contract.

3.1 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.

3.2 Electricity Reimbursement. CLIENT expressly acknowledges that the Florida Administrative Code (specifically, the Florida Electric Tariff") expressly prohibits the resale of electricity and CLIENT agrees to be responsible for the payment of all electric charges by FPL for use of the Equipment within the Designated Areas. Notwithstanding the foregoing, PROVIDER shall, on a monthly basis, make payment to CLIENT for all electric charges applicable to the Equipment[1] per kilowatt hour (the "Electricity Reimbursement"). PROVIDER shall, on a monthly basis, remit to CLIENT an amount equal to total amount of electricity used by PROVIDER for the Equipment so as to reimburse CLIENT for its electricity obligation under §3.2 above. It is further agreed by CLIENT, that to the extent any payment by PROVIDER exceeds the charges by FPL for the kilowatt hours used by PROVIDER, the overpayment shall be applied as a credit to PROVIDER's obligations for the month immediately subsequent to such determination and CLIENT shall provide PROVIDER with written notice of such overpayment within seven (7) day of its determination and/or discovery. Conversely, in the event of an underpayment by PROVIDER, a deficiency payment shall be made within seven (7) days of notification of any shortfall by CLIENT (both overpayment and underpayment under this §3.3 are subject to objection and demand for proof by the other party). Attached hereto as EXHIBIT D is the most recent electric bill of CLIENT and it is agreed that for the next quarter following the effective date hereof, the agreed rate per kilowatt hour for reimbursement of electricity billed to CLIENT is $.

4. **Revenue**. PROVIDER shall charge customers a "per session" fee based on the amount of time a customer uses the Equipment. In addition to the repayments listed above, CLIENT shall be entitled to receive a monthly payment of five percent (5%) of the gross revenue generated by the Equipment. Payment shall be made to CLIENT at the address listed herein before the 15th day of the month following the month for which such payment is due. 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. **Session Limits**. CLIENT and PROVIDER agree to mutually negotiate in good faith to agree on issues relating to session time limits or other use of the Equipment.

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

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[1] PROVIDER hereby represents that each charging station installed within the Designated Areas is able to print a report indicating the exact amount of kilowatt hours used for its operation on a monthly basis. Consequently, at the inception of each fiscal quarter, CLIENT shall tender to PROVIDER an electric bill inclusive of the Designated Areas and PROVIDER shall calculate and provide, in writing, to CLIENT the dollar value of the billable kilowatt rate to CLIENT by FPL under the respective electric bill. PROVIDER shall use this established value to calculate the billable rate per kilowatt hour which will be applied to the amount of electricity used monthly by PROVIDER to remit reimbursement checks to CLIENT. PROVIDER shall recalculate the billable rate each fiscal quarter upon receipt of a bill by CLIENT. CLIENT acknowledges that the rate calculation for this Paragraph 3 may not be completed and delivered by Company until after CLIENT has delivered its first electric bill to PROVIDER to determine calculation

8. **Relocation**. If it is determined by PROVIDER, that PROVIDER cannot maximize the use of a Designated Area, the parties may agree to relocate the Equipment from a respective location. Any relocation and reinstallation of the Equipment in accordance with this paragraph shall be at PROVIDER's sole cost and expense. Notwithstanding the foregoing, if CLIENT unilaterally determines to change the location of a Designated Area, the cost and expense of reinstallation of the Equipment incurred in such relocation shall be borne solely by CLIENT. PROVIDER shall have the right at all times to upgrade the Equipment in connection with any relocation and to reinstall, at PROVIDER'S discretion, upgrades at existing locations from time to time at its sole cost and expense.

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. **Exclusive Right/Option**. CLIENT agrees that it will not contract with any other entity besides PROVIDER to install, maintain, service or operate any electric car charging equipment for CLIENT during the term of this Contract or any Renewal Terms hereof. At any time during the Term of this Contract, should CLIENT determine that additional Designated Areas will be created for the purpose of increasing the allotted space within CLIENT for electric car charging equipment, Provider shall have the exclusive right to install, maintain and service the Equipment at said location. Each additional Designated Area added during the Term of this Contract shall be added to Exhibit C and an Amended Exhibit shall be created to reflect such additional location(s), *provided, however*, that at no time shall PROVIDER be required to install a ratio of greater that one (1) charging station for every six (6) vehicles.

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.

17. **<u>Governing Law, Jurisdiction, Venue and Waiver of Jury Trial</u>**: 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. **<u>Ownership of Equipment</u>**. 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. **<u>Injunctive Relief</u>**. 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. **<u>Notices</u>**: 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:

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

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

If to CLIENT:
AIRPORT PARKING, LLC
6050 South Semoran Boulevard (SR 436)
Orlando, Florida 32822-4826
Attention: Bob Stout
e-mail: rlstout@gmail.com

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**. CLIENT agrees to place a link on any of website maintained by it to www.carcharging.com for users to reach PROVIDER and/or learn more information about PROVIDER electric car chargers. PROVIDER agrees to place a link on its website to inform users of CLIENT's location.

23. **Assignment**. CLIENT expressly acknowledges, consents to and approves that following the execution of this Contract and upon written notice to CLIENT, PROVIDER shall assign all of its rights, responsibilities and obligations under this Contract to a subsidiary. Following such written notice to CLIENT, (i) the designated assignee shall assume all of PROVIDER's obligations under this Contract and any reference to PROVIDER or CAR CHARGING HOLDINGS, LLC herein shall be deemed a reference to such designated assignee and (ii) CAR CHARGING HOLDINGS, LLC shall be relieved of any and all responsibilities and/or obligations to CLIENT under this Contract.

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. **Condemnation**. If any of the Designated Areas shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain, then, at the option of PROVIDER, (i) CLIENT shall provide another Designated Area for the Equipment and (ii) the EXHIBIT C of this Contract shall be amended accordingly to reflect the removal and replacement of such Designated Area.

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: ______________	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

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
June 13, 2011

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.

<u>*By: /s/ Michael D. Farkas*</u>
Michael D. Farkas
Chief Executive Officer
Principal Executive Officer

June 13, 2011

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