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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2011
or

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 Number)**	**(I.R.S Employee Identification No.)**

1691 Michigan Avenue, Sixth Floor
Miami Beach, FL 33139
(Address of principal executive offices)

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

(Former name or former address and former fiscal year, if changed since last report)

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

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

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

Large Accelerated Filer	o	Accelerated Filer	o
Non-Accelerated Filer	o (Do not check if smaller reporting company)	Smaller Reporting Company	x

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock. As of November 18, 2011, there were 36,384,414 shares of common stock, $0.001 par value were issued and outstanding.

CAR CHARGING GROUP, INC.
(A DEVELOPMENT STAGE COMPANY)
FORM 10-Q
September 30, 2011

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PART I- FINANCIAL INFORMATION

Item 1. Financial Statements

CAR CHARGING GROUP, INC.
(A DEVELOPMENT STAGE COMPANY)
September 30, 2011

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

	September 30 2011	December 31 2010
ASSETS	(UNAUDITED)	
Current Assets:		
Cash	$ 48,111	$ 373,868
Accounts receivable	562	0
Prepaid expenses and other current assets	165,250	78,004
Total current assets	213,923	451,872
OTHER ASSETS:		
Deposits	39,088	69,696
EV Charging Stations (net of accumulated depreciation of $88,722 and $11,242, respectively)	310,456	216,616
Office and computer equipment (net of accumulated depreciation of $12,382 and $5,373, respectively)	38,285	30,995
Total other assets	387,829	317,307
TOTAL ASSETS	$ 601,752	$ 769,179
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current Liabilities:		
Accounts payable and accrued expenses	$ 210,153	$ 104,432
Accrued interest	5,169	7,268
Short-term notes, net of discount of $ 19,944 and $ 0, respectively	200,056	0
Current maturities of Convertible notes payable, net of discount of $ 0 and $15,614, respectively	3,750	69,387
Total current liabilities	419,128	181,087
Derivative liabilities	116,072	3,467,864
Total liabilities	535,200	3,648,951
Stockholders' Equity (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; 35,293,405 and 1,796,817 shares issued and outstanding, respectively	35,293	1,797
Additional paid-in capital	12,460,194	9,619,173
Deficit Accumulated in the Development Stage	(12,438,935)	(12,510,742)
Total Stockholders' Equity (Deficit)	66,552	(2,879,772)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 601,752	$ 769,179

See accompanying notes to the condensed consolidated financial statements.

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

	For the Three Months Ended September 30, 2011	For the Three Months Ended September 30, 2010
Revenues:		
Services	$ 981	$ -
Sales	-	-
Total revenue	981	-
Cost of sales	-	-
Gross profit	981	-
Operating expenses:		
Compensation	863,396	7,227,171
Other	603,332	52,474
General and administrative	192,737	335,755
Total operating expenses	1,659,465	7,615,400
Income (loss) from operations	(1,658,484)	(7,615,400)
Other income (expense):		
Interest expense, net	(4,828)	(6,512)
Gain (loss) on change in fair value of derivative liability	94,380	3,048,180
Total other income (expense)	89,552	(3,041,668)
Income (loss) before income taxes	(1,568,932)	(4,573,732)
Income tax provision	-	-
Net Income (loss)	$ (1,568,932)	$ (4,573,732)
Net loss per common share – basic	$ (.13)	$ (2.68)
Net loss per common share – diluted	$ (.13)	$ (2.68)
Weighted average number of common shares outstanding – basic	12,131,442	1,702,317
Weighted average number of common shares outstanding – diluted	12,139,050	1,702,317

See accompanying notes to the condensed consolidated financial statements.

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

	For the Nine Months Ended September 30, 2011	For the Nine Months Ended September 30, 2010	For the Period from September 3, 2009 (Inception) to September 30, 2011
Revenues:			
Services	$ 981	$ -	$ 981
Sales	59,490	-	59,490
Total revenue	60,471	-	60,471
Cost of sales	60,830	-	60,830
Gross profit	(359)	-	(359)
Operating expenses:			
Compensation	1,833,815	7,613,956	9,929,980
Other	829,008	154,215	1,124,414
General and administrative	611,994	573,111	1,451,547
Total operating expenses	3,274,817	8,341,282	12,505,941
Income (loss) from operations	(3,273,176)	(8,341,282)	(12,506,300)
Other income (expense):			
Interest expense, net	(25,560)	21,345	(61,780)
Gain (loss) on change in fair value of Derivative liability	3,372,543	2,212,579	129,145
Total other income (loss)	3,346,983	(2,191,234)	67,365
Income (loss) before income taxes	71,807	(6,150,048)	(12,438,935)
Income tax provision	-	-	-
Net Income (loss)	$ 71,807	$ (6,150,048)	$ (12,438,935)
Net income (loss) per common share – basic	$ .00	$ (3.98)	
Net income (loss) per common share – diluted	$ .00	$ (3.98)	
Weighted average number of common shares Outstanding - basic	19,864,030	1,542,342	
outstanding – diluted	19,871,836	1,542,342	

See accompanying notes to the condensed consolidated financial statements.

CAR CHARGING GROUP, INC.
(A Development Stage Company)
Condensed Consolidated Statement of Stockholders' Equity (Deficit)
For the Period from September 3, 2009 (inception) to September 30, 2011

	Preferred Shares	Preferred Amount	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Deficit Accumulated in the Development Stage	Total Stockholders' Equity (Deficit)
Balance at September 3, 2009 (Inception)	-	$ -	1,000,000	$ 50,000	$ (50,000)	$ -	$ -
Reverse acquisition adjustment	10,000,000	10,000	395,150	19,758	(70,515)		(40,757)
Sale of common (net of derivative liability of warrants of $586,535)			61,333	3,067	295,398		298,465
Reverse Split 1:50				(71,369)	71,369		
Net loss						(6,801,183)	(6,801,183)
Balance at December 31, 2009	10,000,000	10,000	1,456,483	1,456	246,252	(6,801,183)	(6,543,475)
Common stock issued for debt to founders			92,000	4,600			4,600
Common stock issued for services			21,167	1,058	432,441		433,499
Common stock issued for conversion of convertible notes (net of derivative liability for conversion feature of $552,872)			120,000	6,000	561, 872		567,872
Sale of common stock with warrants attached (net of derivative liability on 3,834 warrants of $75,839)			3,834	191	(18,531)		(18,340)
Common stock issued for cash			103,333	5,167	1,385,380		1,390,547
Warrants issued for services					6,995,084		6,995,084
Reverse split 1:50				(16,675)	16,675		
Net loss						(5,709,559)	(5,709,559)
Balance at December 31, 2010	10,000,000	$ 10,000	1,796,817	$ 1,797	$ 9,619,173	$ (12,510,742)	$ (2,879,772)
Common stock issued for conversion of convertible notes and accrued interest			32,708,544	32,709	52,982		85,691
Common stock issued for services			454,711	454	695,045		695,499
Sale of common stock			333,333	333	999,666		999,999
Warrants issued for - services					1,093,328		1,093,328
Net income						71,807	71,807
Balance at September 30, 2011 (unaudited)	10,000,000	$ 10,000	35,293,405	$ 35,293	$ 12,460,194	$ (12,438,935)	$ 66,552

See accompanying notes to the condensed consolidated financial statements.

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

	For the Nine Months Ended September 30, 2011	For the Nine Months Ended September 30, 2010	For the Period from September 3, 2009 (Inception) to September 30, 2011
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (loss)	$ 71,807	$ (6,150,048)	(12,438,935)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation	83,700	6,116	100,315
Amortization of discount on convertible notes payable	16,421	22,181	50,222
Change in fair value of derivatives liability	(3,372,543)	(2,212,579)	(129,145)
Common stock and warrants issued for services and incentive	1, 788,828	7,458,013	9,246,841
Changes in operating assets and liabilities:			
Inventory	0	27,400	(72,768)
Prepaid expenses and other current assets	(87,246)	2,925	(165,250)
Deposits	31,411	(211)	(38,285)
Account receivable	(562)	0	(562)
Accounts payable and accrued expenses	105,721	(126,556)	210,116
Accrued interest-related party	2,340	3,985	9,608
Net Cash Used in Operating Activities	(1,360,123)	(968,774)	(3,227,843)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of office and computer equipment	(15,102)	(9,206)	(51,470)
Purchase of Electric Charging Stations	(170,531)	(27,400)	(325,621)
Net Cash Used in Investing Activities	(185,633)	(36,606)	(377,091)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from convertible notes payable	0	0	100,000
Proceeds from notes payable to stockholder	220,000	0	220,000
Sale of common stock, net of issuing costs	999,999	1,448,046	3,333,045
Net Cash Provided By Financing	1,219,999	1,448,046	3,653,045
NET CHANGE IN CASH	(325,757)	442,666	48,111
CASH AT BEGINNING OF PERIOD	373,868	603,156	0
CASH AT END OF PERIOD	$ 48,111	$ 1,045,822	$ 48,111
SUPPLEMENTAL SCHEDULE OF CASH FLOW ACTIVITIES –			
Cash Paid For:			
Interest expenses	$ 0	$ 0	$ 0
Income taxes	$ 0	$ 0	$ 0
NONCASH INVESTING AND FINANCING ACTIVITIES:			
Notes payable converted to common stock	$ 81,250	$ 4,600	$ 96,250
Inventory reclassified to Property and Equipment	$ 0	$ 0	$ 72,768

See accompanying notes to the condensed consolidated financial statements.

CAR CHARGING GROUP, INC.
September 30, 2011
(A Development Stage Company)
NOTES TO THE CONDENSED 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. On November 20, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

Car Charging, Inc., was incorporated as a Delaware corporation on September 3, 2009. Car Charging Inc. was created to develop electric charging service facilities for the electric vehicle (EV) automobile market. Pursuant to its business plan, Car Charging Inc. (or its affiliates) acquires and installs EV charging stations, and shares servicing fees received from customers that use the charging stations with the property owner(s), on a property by property basis. Car Charging, Inc., therefore, enters into individual arrangements for this purpose with various property owners, which may include, cities, counties, garage operators, hospitals, shopping-malls and facility owner/operators.

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

Merger

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

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

The merger was accounted for as a reverse acquisition and recapitalization. CCI is the acquirer for accounting purposes and CCGI is the issuer. Accordingly, CCGI's historical financial statements for periods prior to the acquisition became 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 condensed consolidated financial statements and related notes ("financial statements") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information, and with the 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 consolidated financial statements of the Company for the year ended December 31, 2010 and notes thereto contained in the Company's Annual Report on Form 10-K as filed with the SEC on April 13, 2011.

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; its planned principal operations commenced effective August 12, 2011, when the Company announced that it would initiate charging for its services, but no significant revenue has, as yet, been collected. The Company's plan continues to anticipate that it will leave its development stage during the last calendar quarter of 2011. Accordingly, 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.

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. The Company held approximately $33,000 and $156,000 in EV charging stations that were not placed in service as of September 30, 2011 and December 31, 2010, respectively. The Company will begin depreciating this equipment when installation is substantially complete. Depreciation for the nine months ended September 30, 2011 and 2010, and for the period from September 3, 2009 (inception) through September 30, 2011 was $76,691 and $0, and $87,933, respectively.

In December 2010, management determined that EV Charging Stations that were previously recorded as inventory would be used for future installations and reclassified $72,768 in inventory to EV Charging Stations.

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 nine months ended September 30, 2011 and 2010, and for the period from September 3, 2009 (inception) through September 30, 2011 was $7,009 and $ 3,218 and $12,382, 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 deposits, 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, 2011 .

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, accounts receivable, prepaid expenses and other current assets, 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, 2011.

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

REVENUE RECOGNITION

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

RECLASSIFICATION

During the quarter ended September 30, 2011, Management revised the Company's operating plan in response to customer requests to purchase charging stations that would be provided and serviced by the Company. Management believes that this type of sales activity will continue and will continue to function as a reseller of charging stations. Accordingly, a sale of equipment that was classified in other income (expense) in the prior quarter was reclassified to sales revenue.

STOCK-BASED COMPENSATION FOR OBTAINING EMPLOYEE SERVICES

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

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

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

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

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.

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 nine months ended September 30, 2011 and 2010, as they were anti-dilutive (after giving effect to the Reverse Stock-Split):

	2011	2010
Convertible notes issued on September 25, 2009	1,500,000	34,000,000
Preferred stock issued on December 7, 2009	25,000,000	25,000,000
Warrants issued on December 7, 2009	546,665	71,333
Warrants issued on April 1, 2010	55,000	55,000
Warrants issued on April 12, 2010	5,000	5,000
Warrants issued on April 27, 2010	2,200,000	200,000
Warrants issued on May 5, 2010	3,834	3,834
Warrants issued on August 25, 2010	5,177,165	311,000
Warrants issued on February 17, 2011	50,000	
Warrants issued on July 18, 2011	1,277,170	
Warrants issued on August 10, 2011	1,700,000	
Warrants issued on September 23, 2011	100,000	
Total Potential Dilutive Shares	37,614,834	59,646,167

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

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

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

3. GOING CONCERN

As shown in the accompanying financial statements, the Company has a retained deficit of $12,438,935 at September 30, 2011, with a net income for the nine months ended September 30 2011 of $71,807 and net cash used in operating activities of $1,360,123 for the nine month period then ended, respectively. In addition, convertible debt maturing within one year of the financial statement date and other short-term debt, net of discount, was approximately $204,000 . The Company has earned no significant revenues from its primary business since inception. These raises substantial doubt about the Company's ability to continue as a going concern.

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, including installation of charging stations throughout the United States, provides the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy to 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 additional capital and 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. NOTES PAYABLE – SHORT TERM NOTES PAYABLE

Short-term notes consist of funds borrowed for three to six months at an annual interest rate of 10%, payable upon maturity from shareholders. At September 30, 2011 $200,056, net of a discount of $19,944, of these notes remain outstanding. The notes mature between October 28, 2011 and March 23, 2012.

On September 23, 2011, as additional incentive for a $100,000 six month loan include herein, the Company issued 100,000 warrants to acquire common stock and agreed to issue 5,000 shares of common stock (at a charge of $1.20 per share) resulting in a discount of $20,751. The discount is amortized to interest over the term of the loan.

NOTES PAYABLE - CONVERTIBLE NOTES PAYABLE

All 6% Convertible Notes, which were payable upon maturity on September, 25 2011, have a conversion price of $.0025 for both principal and interest.

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

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

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

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

On March 18, 2011, the Company issued 21,776,544 common shares pursuant to the conversion of $50,000 in notes payable together with $4,441of accrued interest. The conversion of the remaining $3,750 of convertible notes, together with interest thereon.

During the 2nd quarter of 2011 $4,000 of these notes were converted to 1,600,000 common shares.

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

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

At September 30, 2011, $3,750 of these notes remain outstanding.

Derivative analysis

Upon their origination these notes were determined to have had full reset adjustments based upon the issuance of equity securities by the Company in the future, This feature subjected the notes 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 periods with gains and losses from the change in fair value of derivative liabilities recognized on the consolidated statement of operations. The convertible notes gave rise to a derivative liability which was recorded as a discount to the notes upon origination.

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

5. COMMON STOCK EQUIVALENTS

Subscription warrants

In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company entered into a Subscription Agreement for the sale of 61,333 units of securities of the Company aggregating $920,000. As of May 5, 2010, 3,834 additional units aggregating $57,500 were issued under similar 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 $30.00 per share. The exercise price was subject to a full ratchet reset feature. As of December 31, 2010, pursuant to the terms of the reset feature, the exercise price of these warrants was reset to 89,333 warrants exercisable at $15.00 per share and 3,834 warrants exercisable at $30.00 per share. As of June 30, 2011 and September 30, 2011, pursuant to the terms of the reset feature, the exercise price of these warrants was reset to 446,665 warrants exercisable at $3.00 per share and 3,834 warrants exercisable at $30.00 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, 2011 using their reset value yielding a gain for the three months ended September 30, 2011 of $74,184. The outstanding liability for the related derivative liability was reduced to $81,399 as of September 30, 2011.

In connection with the closing of the Share Exchange Agreement, on December 7, 2009 the Company also issued warrants to purchase 20,000 shares of Company's common stock exercisable at $30.00 per share. The exercise price was subject to a full ratchet reset feature. As of June 30, 2011, 2010 and September 30, 2011, pursuant to the terms of the reset feature, the quantity of shares was adjust to 100,000 and the exercise price of these warrants was reset to $3.00 per share. The derivative for these 100,000 warrants was re-measured at September 30, 2011, yielding a derivative liability of $17,815 and a gain on change in fair value for the three months ended September 30, 2011 of $16,301.

Compensation and Incentive warrants

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

On April 1, 2010, the Company issued 55,000 warrants to purchase shares of the Company's common stock, 5,000 at an exercise price of $15.00 and 50,000 warrants exercisable at $30.00 per share. On April 27, 2010, the Company issued warrants to purchase 440,000 shares of Company's common stock exercisable at $15 per share. The exercise price of these 440,000 shares was subject to a full ratchet reset feature. The fair value of all of these warrants, estimated on the date of grant, was recorded as compensation expense of $3,099,009.

On August 25, 2010, the Company issued 1,033,433 warrants to purchase shares of the Company's common stock exercisable at $15 per share. The exercise price of these warrants was subject to a full ratchet reset feature. The Company also issued 10,000 warrants to purchase shares of the Company's common stock exercisable at $51.50 per share. The fair value of all of the warrants, estimated on the date of grant, was recorded as compensation expense of $3,896,075. Certain of these warrants were subject to reset to 5,167,165 warrants exercisable at $3.00.

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

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

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

On September 23, 2011, the Company issued 100,000 warrants to purchase shares of the Company's common stock exercisable at $1.00 per share. The exercise price was subject to a full ratchet reset feature. As a result he fair value of these warrants, estimated on the date of grant, was recorded as a derivative liability and related discount of short-term notes of $20,751. The derivative was re-measured at September 30, 2011 using their reset value yielding a gain for the three months ended September 30, 2011 of $3,893. The discount will be amortized as interest expense over the term of the note.

6. STOCKHOLDERS' DEFICIT

Series A Convertible Preferred Stock

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

The Series A has five (5) times the number of votes on all matters to which common shareholders are entitled, bears no dividends, has a liquidation value eight times that sum available for distribution to common stock holders and is convertible at the option of the holder after the date of issuance at a rate of 2.5 shares of common stock for every preferred share issued however, the preferred shares cannot be converted if conversion would cause the holder to own more than 4.99% of the outstanding shares of common stock (or after 61 days up to 9.99%).

The Company is authorized to issue 500,000,000 shares of common stock and 20,000,000 shares of preferred stock.

Common stock

On December 7, 2009 the Company entered into a Subscription Agreement for the sale of 61,333 units of securities of the Company aggregating $920,000. Each unit consisted of one share of common stock and a warrant to purchase one share of Company's common stock exercisable at $30.00 per share. The Company received $885,000, which was net of costs of $35,000.

On February 19, 2010, the Company issued 92,000 shares of its common stock at $.05 per share, to extinguish a debt to its founders of $4,600 included in accounts payable. The stock was treated as founders' shares and issued at its par value of $0.001.

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

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

During June 2010, the Company issued 40,000 shares of common stock at $.125 each, in exchange for $5,000 of convertible notes payable . During July 2010 the Company issued 80,000 shares of common stock at $.125 each, in exchange for $10,000 of convertible notes payable. During January 2011, the Company issued 32,000 shares of common stock at $.125 each, in exchange for $4,000 of convertible notes payable. During March, 2011, the Company issued 21,776,544 common shares in exchange for $50,000 of convertible notes payable and related interest of $4,441. See the derivative analysis of this transaction in Note 4 above for a description of this transaction.

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

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

On September 7, 2010, the Company issued 66,667 shares of common stock at $15.00 per share, together with 6,667 shares of common stock for services performed in connection with the sale of these share. The Company received $886,005, which was net of costs of $113,995.

On January 3, 2011, the Company issued 250 shares of common stock in payment of $17,000 in services that had been received during 2010. In addition, the Company entered into a continuing services agreement that provides for issuance of $1,500 of common stock per month (see commitments note). The Company issued 3,706 shares of common stock during the three months ended March 31, 2011, in accordance with the agreement.

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

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

During July, 2011, $12,500 of convertible notes payable were converted by the holders into 5,000,000 shares of common stock; and the Company issued 50,000 shares of common stock at $1.80 per share for services performed.

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

During September 2011, $10,750 of convertible notes payable were converted by the holders into 4,300,000 shares of common stock.

7. COMMITMENTS

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

a) At March 31, 2011, the Company entered into a three (3) year lease for office space at approximately $132,480 per year, with an option to renew for an additional three years at approximately $137,655 per year. As of September 30, 2011, this lease is subject to renegotiation.

b) Pursuant to the terms of a master agreement, the Company has committed to purchase 300 charging stations over the year, 25 units per month starting during October, 2011 , for an amount in excess of $3,100 per unit.

8. SUBSEQUENT EVENTS

The Company has evaluated all events that occurred after the balance sheet date of September 30, 2011 through the date when these financial statements were filed to determine if they must be reported. In November, 2011, the Company entered into a subscription agreement for the purchase of 2,500,000 common shares ($1.00 per share) payable in five equal installments. As of November 21, 2011, the Company has issued 500,000 shares for $500,000. Management has determined that the were no other reportable subsequent events.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operation

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.) entered into a Share Exchange Agreement on December 7, 2009, with Car Charging, Inc. New Image Concepts Inc. was a development stage entity that had a failed business plan. Car Charging Inc., was formed on September 3, 2009, to develop a market to service electric vehicle charging. Following the closing of the Share Exchange Agreement, the Company has followed Car Charging Inc.'s business plan, 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 (CCGI subsidiaries) arrangements, share in service revenue generated from customer charging station use. Such use is not anticipate in any significant volume until sometime after the third calendar quarter 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, the 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 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.

FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2011

Our net operating loss during the three months ended September 30, 2011 is attributable to the fact that we have not derived significant revenue from operations to offset our business development expenses. Losses from operations for the three months amounted to $1,658,484, which primarily consisted of compensation expense of $863,396 which includes consulting expense of $590,000 and warrants issued as incentive to consultants of $81,633, other operating expense equal to $603,332, which is primarily a non-cash charge for warrants issued as an incentive to property providers, and general and administrative expense of $192,737, which is primarily legal fees of $58,593, other promotion fees of $45,000 and public/investor relations fees of $22,901.

During the three months ended September 30, 2011, management entered into nine (9) provider agreements to install EV devices. The Company has now entered into a total of 33 Provider Agreements through September 30, 2011. We installed 4 charging stations pursuant to these agreements during the quarter ended September 30, 2011.

During August, the Company initiated charging for its services. However, revenue is not anticipated to be significant during 2011 due to the small quantity of electric vehicles currently on the road and the small number of installed charging stations in service. The Company continues to follow its business plan which anticipates that it will increase charging station installations during the fourth quarter and discontinue development stage operations reporting as of December 31, 2011.

During the third quarter of 2011, the Company continued its process of hiring additional sales staff (on a commission basis) and negotiating for additional potential installation sites.

During this three month period the change in the Company's liability related to embedded derivative transactions resulted in a gain on change in fair value of $ 94,380.

FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2010

Our net loss during the three months ended September 30, 2010, was attributable to the fact that we did 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, which primarily consists of compensation (including non-cash warrant compensation) equal to $7,227,171,; as well as non-cash warrant general and administrative charges of $309,000, rent $25,257 and travel $20,004.

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2011

Our net operating loss during the nine months ended September 30, 2011 is attributable to the fact that we have not derived significant revenue from operations to offset our business development expenses. Losses from operations for the nine months amounted to $3,274,817, which primarily consisted of compensation expense of $1,833,815, including consulting of $1,353,730, warrants issued as incentive to consultants equal to $81,633, other operating expense of $829,007, which is primarily a non-cash charge for warrants issued as an incentive to property, and general and administrative expense equal to $611,993, consisting primarily of legal fees equal to $120,573, other promotion fees equal to $152,795, and public/investor relation fees equal to $76,401. During June the Company sold and installed seven charging stations to one customer; the Company will service these units and anticipates additional future sales or other placement opportunities, During August, the Company initiated charging for its services. However, revenue is not anticipated to be significant during 2011 due to the small quantity of electric vehicles currently on the road and the small number of installed charging stations in service.

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2010

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 cite

PERIOD FROM SEPTEMBER 3, 2009 (DATE OF INCEPTION) THROUGH SEPTEMBER 30, 2011

Our cumulative net operating loss since inception is attributable to the fact that we have not derived significant revenue from operations to offset our business development expenses. Losses from operations since inception have amounted to $12,505,941 (including non-cash charges of $9,269,092 which is the estimate value of warrants and common stock issued for services and incentives to property owners, consulting fees of $1,532,191, professional fees of $314,365, and public/investor relations fees of $379,313). The Company's officers and staff have initiated a number of negotiations to install selected charging stations (currently supplied by Coulomb Technologies, a California corporation founded in 2007) through-out the United States and Europe. Manufacture and supply of electric vehicles that will require utilization of the Company's services is not anticipated to be significant until 2012. This timeframe provides the Company adequate time to develop its distribution plan, but also requires that the Company continue to develop capital sources.

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

Our cumulative liability related to embedded derivative transactions resulted in a liability of $116,072 as of September 30, 2011. 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 (income of $94,380 for the three months ended September 30, 2011). 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 financed its activities from sales of capital stock of the Company and from loans from unrelated and related parties. A significant portion of the funds raised from the sale of capital stock has been used to cover working capital needs such as office expenses and various consulting and professional fees.

For the nine months ended September 30, 2011 and 2010, we used cash for operations of $1,360,123 and $968,774, respectively and $3,227,843 since inception. 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. During the nine months ended September 30, 2011, cash used for investing activities consisted of $170,531 for charging stations and $15,102, for purchases of office and computer equipment. This compares to $36,606 for all such purchases during the nine months ended September 30, 2010 The net decrease in cash during the nine months ended September 30, 2011 was $325,757 as compared with a net increase of $442,666 for the nine months ended September 30, 2010.

Since its inception, the Company has used cash for investing activities of $377,091 for the purchase of Charging Stations and office and computer equipment; and the Company has received cash provided by financing activities of $3,653,045 from notes payable ($320,000) and $3,333,045 from sales of common stock. As of September 30, 2011, the Company entered into a commitment to acquire additional charging stations during the coming year for $1,043,700.

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 adequate 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 working capital needs, it may have to cease operations. As of November 4, 2011, the Company has negotiated the acquisition of $2,500,000, in additional equity contributions.

Recent Accounting Pronouncements

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

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

Critical Accounting Policies and Estimates

None.

Off Balance Sheet Arrangements

We have no off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Not required for smaller reporting companies.

Item 4. Controls and Procedures

Disclosure controls and procedures. Pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934 ("Exchange

Act"), the Company carried out an evaluation, with the participation of the Company's management, including the Company's principal executive officer and principal financial officer of the effectiveness of the Company's disclosure controls and procedures (as defined under Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, the Company's principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures are ineffective to ensure that information required to be disclosed by the Company in the reports that the Company files or submits under the Exchange Act, is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including the Company's principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Management is aware of the lack of an independent audit committee or audit committee financial expert. Although our board of directors serves as the audit committee it has no independent directors. Further, we have not identified an audit committee financial expert on our board of directors. These factors are counter to corporate governance practices as defined by the various stock exchanges and may lead to less supervision over management.

Changes in internal control over financial reporting. There have been no changes in our internal control over financial reporting that occurred during the quarter covered by this Quarterly Report on Form 10-Q that has materially affected, or is 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

Not required for smaller reporting companies.

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

On July 21, 2011, the Company issued 50,000 shares to Lyons Capital, LLC pursuant to a consulting agreement entered into on July 21, 2011.

The foregoing description of the consulting agreement with the consultant is not intended to be complete and is qualified in its entirety by the complete text of the Agreements attached to this current report on Form 10-Q as Exhibit 10.1.

On July 26, 2011, NLBDIT Portfolio LLC converted $4,375.00 of the principal on the convertible note dated September 25, 2009 into 1,750,000 shares of common stock at a conversion price of $.0025 per share.

On July 26, 2011, Ruth Low converted $625.00 of the principal on the convertible note dated September 25, 2009 into 250,000 shares of common stock at the conversion price of $.0025 per share.
On July 26, 2011, Sunrise Charitable Foundation, Inc. converted $2,500.00 of the principal on the convertible note dated September 25, 2009 into 1,000,000 shares of common stock at a conversion price of $.0025 per share.

On July 26, 2011 Sunrise Securities Corp converted $5,000.00 of the principal on the convertible note dated September 25, 2009 into 2,000,000 shares of common stock at the conversion price of $.0025 per share.

On August 10, 2011 the Company entered into a consulting agreement with Constellation Asset Advisors, Inc., ("Constellation"). Pursuant to the consulting agreement, Constellation has agreed to provide the Company with investor communications and public relations with existing shareholders and investment professionals for a period of two years. As consideration for the consulting agreement, the Company agreed to issue to Constellation 300,000 shares of the Company's par value $.001 common stock and four series of warrants to purchase: (i) 200,000 shares of the Company's par value $.001 common stock for $2.50, (ii) 500,000 shares of the Company's par value $.001 common stock for $5.00; (iii) 500,000 shares of the Company's par value $.001 for $7.50, and (iv) 500,000 shares of the Company's $.001 par value common stock for $10.00. The term for each of the four series of warrants is five years.

The foregoing description of the consulting agreement and warrant with the consultant is not intended to be complete and are qualified in their entirety by the complete text of the Agreements attached to this current report on Form 10-Q as Exhibit 10.2.

On September 23, 2011, the Company issue a Senior Promissory Note and Security Agreement to Nathan Low (the "Holder") due and payable on March 23, 2012 (the "Maturity Date") for $100,000 (the "Note") . The Note and Security Agreement is attached as Exhibit 10.3. The Note bears interest at an annual rate of 10% payable on the Maturity Date. Pursuant to its terms this Note was prepaid, without penalty or consent of the Holder, on November 10, 2011, for the principal balance and accrued interest of $1,315.06.

Simultaneous with the execution of the Note, the Company issued a total of 5,000 shares of par value $.001 common stock to Holder.

In connection with the issuance of the Note, the Company issued to Holder a warrant to purchase one hundred thousand (100,000) shares of the Company's par value $.001 common stock (the "Warrant") attached as Exhibit A to the Note. Pursuant to the terms of the Warrant, Holder shall have the right to exercise the Warrant at any time within seven (7) years of the date of the Note at a purchase price of $3.00 per share of common stock.

On September 28, 2011, Ze'evi Group, Inc. converted $10,750 of the principal due on the convertible note dated September 25, 2009 into 4,300,000 shares of common stock at the conversion price of $.0025 per share.

Item 3. Defaults Upon Senior Securities

There were no defaults upon senior securities during the period ended September 30, 2011.

Item 4. (Removed and Reserved)

Item 5. Other Information

None.

Item 6. Exhibits

(a) Exhibits

10.1	Senior Promissory Note between Car Charging Group, Inc. and Lyons Capital, LLC as of July 21, 2011.
10.2	Consulting Agreement between Car Charging Group, Inc. and Constellation Asset Advisors, Inc. as of August 10, 2011.
10.3	Senior Promissory Note and Security Agreement between Car Charging Group, Inc. and Nathan Low as of September 23, 2011.
31.1	Certification of Principal Executive Officer of the Registrant pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer of the Registrant pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Principal Executive Officer of the Registrant pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Principal Financial Officer of the Registrant pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive Data File (Form 10-Q for the quarterly period ended September 30, 2011 furnished in XBRL).

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

SIGNATURES

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

CAR CHARGING GROUP, INC.

By: */s/ Michael D. Farkas*

Date: November 21, 2011

Michael D. Farkas
Chief Executive Officer
Principal Executive Officer

By: */s/ Richard Adeline*

Richard Adeline
Chief Financial Officer

Exhibit 10.1

Lyons Capital, LLC
7239 San Salvador Dr., Suite 100
Boca Raton, FL 33433
T-(561)-445-9939
F-(561)-338-0381
jason @Iyonscapital.corn

Sophisticated Consulting Services

Engagement Letter: July 21, 2011

This is to confirm that LYONS CAPITAL, LLC ("Lyons Capital") will be retained for consulting services, by CAR CHARGING GROUP, INC. ("CCGI').

The only compensation Lyons Capital will be entitled to receive for services rendered hereunder will be 50,000 restricted shares of common stock, $0.001 par value of CCGI.

Services rendered will include introductions to brokers, research coverage, funds, accredited investors, investment banking firms, and other business development opportunities. Lyons Capital guarantees at least 100 new introductions/relationships before the expiration of this engagement.

Lyons Capital is not a Broker/Dealer and will not be acting as one. Nothing in this Letter 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. CCGI shall not be responsible for withholding taxes with respect to the Lyons Capital's compensation (if any) hereunder or in the future. Lyons Capital shall have no claim against CCGI hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Lyons Capital shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Lyons Capital pursuant to this letter. Notwithstanding the provisions of this paragraph, in the event any such taxes or payments are ever assessed against CCGI, Lyons Capital shall reimburse CCGI promptly for all sums paid by CCGI, including any interest or penalties.

CCGI will pay for the following expenses incurred during the term of this engagement: reasonable travel and hotel costs of Lyons Capital agent(s) and the hard costs for all presentations, which presentation costs shall not exceed $2,500 for a lunch presentation or $3,500 for a dinner presentation.

Lyons Capital's engagement shall be for a two of twelve (12) months unless sooner terminated by CCGI. Upon any expiration or termination of the engagement, Lyons Capital shall cease holding itself out in any fashion as a consultant for CCGI, and shall return to CCGI, all sales literature, price lists, customer lists and any other documents, materials or tangible items pertaining to CCGI's business.

Any and all non-public and proprietary information of CCGI and its subsidiaries and affiliates shall be held by Lyons Capital in the strictest confidence and shall not, without the prior written consent of CCGI, be disclosed to any person other than as authorized in conjunction with its engagement hereunder. Lyons Capital shall not, except in connection with and as required by the performance of its obligations hereunder, for any reason use for its own benefit or the benefit of any person or entity with which it may be associated or disclose any such non-public or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the prior written consent of an authorized representative of CCGI.

Lyons Capital will consider itself "covered" and fully paid for all future business CCGI or any of its officers, directors or consultants do with any of the relationships introduced by Lyons Capital.

We look forward to working with you.

Lyons Capital, LLC

By: */s/ Jason S. Lyons*
Jason S. Lyons
Title : Chairman

Car Charging Group, Inc.

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

Exhibit 10.2

INVESTOR RELATIONS CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement"') effective as of August 10, 2011 is entered into by and between Car Charging Group, Inc., a Nevada corporation having its principal business offices at 1691 Michigan Avenue. Suite 601. Miami, Fl. 33139 (herein referred to as the "Company") and Constellation Asset Advisors, Inc., a Nevada corporation or its successors, designees or assignees (herein referred to as "CAA" or "Constellation") and replaces and superseding any and all other agreements between the above parties.

RECITALS

WHEREAS. Company is a publicly-held corporation with its common stock traded on the OTCBB under the symbol CCGI: and

WHEREAS. Company desires to engage the services of CAA to advise "the Company regarding investor communications, and public relations with existing shareholders, brokers, dealers and other investment professionals as to the Company's current and proposed activities, and :n consult with management concerning such Company activities.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree as follows:

1. Term of Consultancy. Company hereby agrees to retain CAA to act in an advisory and consulting capacity to the Company and CAA hereby agrees to provide services to the Company commencing upon August 10, 2011 and ending, unless extended, on August 10, 2012.

2. Duties of CAA. CAA agrees that it will generally provide the following specified advisory and consulting services through its officers, employees, consultants and other professional during the term specified in Section 1:

(a) Advise, consult and assist the Company in developing and implementing appropriate plans and means for presenting the Company and its- business plans, strategy and personnel to the financial community, assist in establishing an image for the Company in the financial community, and assist in creating the foundation for subsequent financial public relations efforts;

(b) Assist in making new introductions of the Company to the financial community;

(c) With the cooperation and support of the Company and its management and directors, maintain awareness during the term of this Agreement of the Company's plans, strategy and personnel, as they may evolve during such period. and consult and assist the Company in communicating appropriate- information regarding; such plans, strategy and personnel to the financial community:

(d) Advise, assist and consult the Company with respect to its (i) relations with stockholders, (ii) relations with brokers, dealers, analysts and other investment professionals, and (iii) financial public relations generally;

(e) Perform the functions generally assigned to shareholder relations and public relations departments in major corporations, including responding to telephone and written inquiries (which may be referred to CAA by the Company); if requested, assist in the preparation of press releases for the Company with the Company's involvement and approval of all Company press releases, reports and other communications with or to shareholders, the investment community and the general public; consulting with, respect to the timing, form, distribution and other matters related to such releases, reports and communications; avid, at the Company's request and subject to the Company's securing its own rights to the use of its names, marks, and logos, consulting with respect to corporate symbols, logos, names, assist in the presentation of such symbols, logos and names, and other matters relating to corporate image;

(f) Under the Company's direction and approval, disseminate information regarding the Company to shareholders, brokers, dealers, other investment community professionals and the general investing public;

(g) Under the Company's direction and approval conduct meetings, in person or by telephone, with brokers, dealers, analysts and other investment, professionals to communicate with them regarding the Company's plans, goals and activities, and assist the Company in preparing for press conferences and other forums involving the media, investment professionals and the genera! investment public;

(h) At the Company's request, and under the Company's direction and approval, review business plans, strategies, mission statements budgets, proposed transactions and other plans for the purpose ^ advising the Company of the public relations implications thereof; and.

(i) Otherwise perform as the Company's advisor and consultant for public relations and relations with financial professionals.

3. Duties of Company. The Parties hereto recognize that the success of CAA's services to be provided pursuant to this Agreement rely heavily on cooperation and communication between CAA and die Company. In this regard, the Company and CAA agree that the Company will use its best efforts in cooperating and communicating with CAA. and in so doing, agrees to perform all of the acts set out in Exhibit A hereto, attached to this Agreement and incorporated herein by reference as though fully set out. The Parties further acknowledge that all of the items listed in Exhibit A are material to the ability of CAA to perform its obligations hereunder, mid that the Company’s failure to use its best efforts to satisfy the requirements of Exhibit A would materially hinder CAA’s performance herein.

4. Allocation of Time- and Energies. CAA hereby promises to perform and discharge faithfully the targeted responsibilities which may he assigned to CAA from time to time by the officers and duly authorized representatives of the Company in connection with the conduct of its fmancial and public relations and communications activities, so long as such activities are in compliance with applicable securities laws and regulations. CAA and staff shall diligently and thoroughly provide the advisory and consulting services required hereunder. Although no specific hours-per-day requirements required of CAA pursuant to this Agreement: CAA and the Company agree. That CAA will perform the duties set forth herein above in a diligent and professional manner. The parties acknowledge and agree that a disproportionately large amount of the effort to be expended and the costs to be incurred by CAA are expected to occur within or shortly after the first two months of the term of this Agreement. In addition to and notwithstanding the above the Company represents and warrants that it is, as of the date of this Agreement fully compliant with the reporting requirements of the United States Securities and Exchange Commission ("SEC"). The Company represents and warrants that it will continue to maintain compliance with applicable SEC idles and regulations governing the filings required by public corporations. In the event that the Company is either not fully compliant as of the effective date of this Agreement, or at any time dicing the term of this Agreement then the Company and CAA shall agree on a schedule for achieving such compliance. In the event that the parties cannot agree on such a schedule, then the dispute resolution provisions of Article 15 may be invoked by either party.

5. Remuneration. As full and complete compensation for services described in this Agreement, the Company shall compensate CAA by issuing Company common stock and warrants to purchase common stock as follows'.

5.1 For undertaking this engagement and tor other good and valuable consideration, the Company agrees to issue to CAA a payment of three hundred thousand (300,000) shares of the. Company's Common Stock ("Common Stock" or "'compensation shares"), plus warrants to purchase Common Stock as follows: a) two hundred thousand (200.000) warrants at an exercise price of two dollars and fifty cents p;:t share ($2.50), plus five hundred thousand warrants (500.000) to purchase Common Stock at an exercise price of five dollars per share ($5.00), plus five hundred thousand warrants to purchase Common Stock at an exercise price of seven dollars fifty cents per share ($7.50), plus five hundred thousand warrants (500,000) to purchase Common Stock at an exercise price of ten dollars per share ($10.00). The compensation shares and wan-ants (collectively, the "Securities") shall be delivered to CAA within ten (10) business days of the signing of this Agreement. This payment shall be deemed earned to tin CAA immediately following execution of this Agreement and shall, when deemed issued and delivered to CAA, be fully paid and non-assessable The Company understands and agrees that CAA has foregone significant opportunities to accept this engagement and that the Company derives substantial benefit from the execution of this Agreement and the ability to announce its relationship with CAA. The shares of Common Stock and warrants to purchase Common Stock issued as payment, therefore. constitute payment for CAA's agreement to consult to the Company and are a nonrefundable, non-apportionable, and non-ratable retainer; such shares of Common Stock and warrants to purchase Common Stock are not a prepayment for future services If the Company decides to terminate this Agreement prior to the first anniversary of the effective date of tins Agreement for any reason other than for cause, it is agreed and understood that CAA will not be requested or demanded by the Company to return any of the shares of Common Stock paid to it as the payment hereunder Further, it and in the event the Company is acquired in whole or in part, during the term of this agreement, it is agreed *t<n<.* understood CAA will not be requested or demanded by the Company to return any of the Remuneration paid m it hereunder. It is further agreed that; at any time during the term of this agreement, the Company or substantially all of the. Company's assets are merged with or acquired by another entity, or some other change occurs in the legal entity that constitutes the Company, the CAA shall retain and will not be requested by the Company to return any or the shares.

5.2 The compensation shares issued pursuant to this agreement shall be issued in the name of the Constellation Asset Advisors, Inc. Tax ID #27- 4601233 or its designees to be provided under separate cover email.

5.3 With each transfer of shares of Common Stock and warrants to purchase Common Stock to be issued pursuant to this Agreement (collectively, ?he "Shares"); Company shall cause to be issued a certificate representing lire Common Stock, and the warrants to purchase Common Stock and, if required by applicable law. a written opinion of counsel for the Company stating, that said shares and warrants are validly issued, fully paid and non-assessable and that the Issuance and eventual transfer of them to CAA has been duly authorized by the Company. Company warrant that ail shares and warrants issued to CAA pursuant to this Agreement shall have been validly issued fully paid and non-assessable and that the issuance and any transfer of them to CAA shall have been duly authorized by the Company's board of directors.

5.4 CAA acknowledges that the Common .Stock and the warrants to purchase Common Stock to be issued pursuant to this Agreement (collectively, the "'144 Securities'") have; not been registered under the Securities Act of 1933, and accordingly are "'restricted securities" within the meaning of Rule 144 of the Act. As such, the 144 Securities may not be resold or transferred unless the Company has received an opinion of counsel reasonably satisfactory to the Company that such resale or transfer is exempt from the registration requirements of that Act. If legally appropriate, the Company agrees to take any and all action(s) necessary to clear the subject securities of restriction upon presentation of any Rule 144(d) application by CAA or its broker, including, but not limited to: (1) Authorizing the Company's transfer agent to remove the restrictive legend on the subject securities: (2) Expediting the acquisition of a legal opinion from Company's counsel authorizing die removal of die restrictive legend; and (3*)* Cooperating and communicating with CAA and its broker in order to use Company's commercially reasonable efforts to clear the .subject securities of restriction as soon as possible after presentation of a Rule 144(d) application by CaA (or its broker! to either the Company and/or the Company's transfer agent. Further, the Company agrees to not unreasonably withhold or delay approval of any application filed by CAA under Rule 144(d) of the Act to clear the subject securities of restriction.

(a) CAA and the Company acknowledge and agree that CAA will suffer irreparable harm and anticipated and actual damages in the event that the Company unreasonably withholds or delays any Rule 144(d) application by CAA to either the Company or the Company's transfer agent. The Company agrees that money damages could not compensate CAA for its irreparable harm

(b) CAA and the Company therefore agree dial if there is not reasonable basis for refusal or delay, the Company shall have a period of five (5) business days from the date CAA's Rule 144(d) application is tendered to either the Company or its transfer agent by either CAA and-'or its broker, to take any and necessary action to clear the subject securities of restriction, consistent with the covenant in Section 5.4 above. The Company and CAA agree that this five (5) day period is reasonable and consistent with industry standards concerning the handling and processing of restricted securities under Rule 144 by publicly traded companies. The Company also acknowledges that CAA's ability to clear the subject securities of restriction by virtue of tic Company's best efforts, cooperation, covenants and representations in this regard is a material part of this Agreement and is a reasonable and material expectation of CAA in entering into this Agreement "Should events occur that require further expense of time beyond this five (5) day time period, the Company and CAA shall reasonably agrees in a writing signed by each to an extension for a specific amount of time. In no event shall an extension be .agreed to unless the Company comports with its "best efforts" obligations, as set out above, and communicates with CAA *bona fide* ace reasonable attempts at meeting Company's, obligation to clear the subject restricted securities, as described herein. Any written extension herein may be executed in counterparts by the principals of the Company and CAA, and facsimile signatures may be tendered in lieu of originals. It is agreed that the separate signature of each principal on any agreement to extend time shall be deemed a complete original.

(c) Should the Company fail to successfully take any and all actions necessary to dear the subject securities of restriction within the five (5) day time period after CAA or its broker's presentation of a Rule 144(d) application, or seek to extend time as provided for above in sub-section (b), and in light of the irreparable harm that CAA will suffer in the event of any intentional and unreasonable delay in CAA's Rule 144(d) application. Company herein irrevocably consents and agrees that CAA shall be entitled to injunctive relief in order to immediately enforce CAA's right to removal of the restrictive legend on the Company's securities. Company further agrees that CAA shall be entitled to immediately seek the injunctive relief contemplated and described herein in the Superior Court of California, Marin County. Both the Company and CAA agreed that CAA's access to injunctive relief; and the Company's consent to CAA's ability to obtain such injunctive relief shall not otherwise amend, supersede or modify the parties' agreement to submit any other disputes to mediation and arbitration as provided herein.

5.5 In connection with the acquisition of Securities hereunder. CAA represents and warrants to the Company, to the best of its/his knowledge, as follows:

(a) CAA acknowledges that CAA has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning an investment in the -Securities, and arty additional information which CAA has requested.

(b) CAA's investment in restricted securities is reasonable in relation to CAA's net worth, which is in excess often (10) times CAA's cost basis in the Shares CAA has had experience in investments in restricted and publicly traded securities, and CAA has had experience in investments in speculative securities and other investments which involve the risk of loss of investment. CAA acknowledges that an investment in the Securities is speculative and involves the risk of loss. CAA has the requisite knowledge to assess the relative merits and risks of this investment without the necessity of relying upon other advisors, and CAA can afford the risk of loss of his entire investment in the Securities. CAA is (i) an accredited investor, as that term is defined in Regulation D promulgated under the Securities Act of 1933, and (ii) a purchaser described in Section 25102 (f) (2) of the California Corporate Securities Law of 1968, as amended.

(c) CAA is acquiring the Securities for CAA's own account for long-term investment and not without view toward resale or distribution thereof except in accordance with applicable securities law s.

5.6 Additionally, for .t period of two years after the effective date hereof, should the Company make any public offering of its securities pursuant to .an effective registration statement under the Securities Acts of 1933 or 1934, as amended, CAA shall be entitled, and the Company agrees, to include in such registration, *pari passu* with the Piggyback Registration Rights .available to founding management; any or all of the common steel; or common stock equivalents issued to CAA by the Company as consideration hereunder {'commonly referred to as "Piggyback Registration Rights"). Such piggyback registration rights include, at CAA's option, registration on Form S-l.

6. Non-Assignability of Services. CAA's services under this contract are offered :to Company only and may not be assigned by Company to any entity with which Company merges or which acquires the Company or substantially all of its assets. In the event of such merger or acquisition, all compensation to CAA herein under use schedules set forth herein shall remain non cancellable and due and payable, and any compensation received by CAA may be retained in .the entirely by CAA all without any reduction or pro-rating and shall be considered and remain fully paid and nonassessable. Notwithstanding the non-Assignability of CAA's services, Company shall assure that in the event of any merger, acquisition, or similar change of form of entity, have its successor entity shall agree to complete, all obligations to CAA, including the provision and transfer of all compensation herein, and the preservation of the value thereof consistent with the lights granted lo CAA by the Company herein, and to Shareholders. CAA shall not assign or transfer any of its rights, duties or obligations without the written consent of the Company.

7. Expenses. CAA agrees to pay for all its expenses (phone, mailing,-labor, etc.'). other than extraordinary items (travel required by/or specifically requested by the Company, luncheons or dinners to large groups of investment professionals, mass faxing to a sizable percentage of the Company's constituents, investor conference calls, print advertisements in publications, etc.) approved by the Company prior to its incurring an obligation for reimbursement.

8. Indemnification. The Company warrants and represents that all oral communications, written documents or materials furnished to CAA by the Company with respect to financial affairs, operations, profitability and strategic planning of the Company are accurate and CAA may rely upon the accuracy thereof without independent investigation. The Company will protect, indemnify and hold harmless CAA against any claims or litigation including any damages, liability, cost and reasonable attorney's fees as incurred with respect thereto resulting from CAA's performance of its obligations under this Agreement, communication or dissemination of any said information, documents or materials, excluding Any such claims or litigation resulting from CAA's communication or dissemination of information not provided or authorized by the Company or other grossly negligent or willful misconduct.

9- Representations and Warranties. The Company represents and warrants that any information furnished to CAA will contain no untrue, statement of any material fact nor omit any material facts which would make the information misleading. The Company represents and warrants that it will adhere to any and all local, state and federal laws, rules and regulations governing the Company's businesses and any and all actions and activities involving the Company, its shareholders and the investment community. The Company further warrants that if the circumstances relating to information of documents furnished to CAA change at any time, the Company will inform CAA promptly of the changes and immediately deliver to CAA documents or information necessary to insure, the continued accuracy and completeness of all information: and documents. CAA represents to the Company that it will not, to the best of CAA's knowledge and belief make any untrue statement of material fact. CAA further represents and warrants to me Company that, to the best of CAA's knowledge and belief all actions taken by it, on behalf of the Company, in connection with its' advisory services will be conducted in compliance with all applicable stole and federal laws. Further. CAA shall comply with any procedures that might be reasonably implied by the Company or its legal counsel to ensure compliance with such laws. Both the Company and CAA agree and acknowledge that they and their employees, advisors and consultants and therefore the parties' duties and obligations under this Agreement will be performed and governed by applicable state and federal law, including without limitation the federal securities laws. All parties expressly understand, agree and acknowledge that CAA's performance of its duties hereunder cannot and therefore will in no way be measured by fee price of the Company's common stock nor the trading volume of the Company's common stock. It is also understood that the Company is entering into this Agreement with CAA and net any individual member of CAA, and as such, CAA will. not be deemed to have breached this Agreement if any member, officer or director of CAA leaves the firm or dies or becomes physically unable to perform any meaningful activities during the term of the Agreement, provided the CAA otherwise performs its obligations under this Agreement CAA represents that it is not required to maintain any licenses and registrations under federal or any stale regulations necessary to perform the services set forth herein. CAA acknowledges that, to the best of its knowledge, the performance of the services set forth under this Agreement will not violate any rule or provision of any regulatory age-icy having jurisdiction over CAA. CAA acknowledges that, to the best of its knowledge. CAA and its officers and directors are not the subject of any investigation, claim, decree or judgment involving any violation of the SEC or securities laws. CAA further acknowledges that it is not a securities Broker Dealer or a registered investment advisor. Company acknowledges that, to the test of its knowledge, that it has not violated any rule or provision of any regulatory agency having jurisdiction over the Company. Company acknowledges that, to the best of its knowledge. Company is not the subject of any investigation. claim, decree or. judgment involving any violation of the SEC or securities laws.

10. Legal Representation. The Company acknowledges that it has been represented by independent legal counsel in the preparation of this Agreement. CAA represents that it has consulted with independent legal counsel and or tax, financial and business advisors, to the extent the CAA deemed necessary.

11. Status as Independent Contractor. CAA's engagement pursuant to this Agreement shall be as independent contractor, and not as an employee, officer or other age-m of in- Company. Neither party to this Agreement shall represent or hold itself out to be the employer or employee of the other. CAA further acknowledges the consideration provided hereinabove is a gross amount of consideration and that the Company will not withhold from such consideration any amounts as to income taxes, social security payments or any other payroll taxes. All such income taxes and other such payment shall be made or provided for by CA.A and the Company shall have no responsibility or duties regarding such matters. Neither the Company nor the CAA possesses the authority to bind each other in any agreements without the express written consent of the entity to be bound and the acceptance and consummation of any transaction shall be subject to acceptance of the terms and conditions by the Company in its sole discretion.

12. Attorney's Fee. If any legal action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with or related to this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs in connection with that action or proceeding, in addition to any other relief to which it or they may he entitled.

13. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such other party.

14. Notices. All notices, requests, and other communications hereunder shall be deemed to be duly given if sent by U.S. mail, postage prepaid, addressed to the other party at the address as set forth herein below:

To the Company:

Michael D. Farkas
Chief Executive Officer
Car Charging Group. Inc.
1691 Michigan Avenue
Suite 601
Miami Beach. Florida 33139

To CCA:

Jens Dalsgaard
President
Constellation Asset Advisors, Inc.
711 Grand Street
Suite 200
San Rafael. California 94901

It is understood that either party may change the address to which notices for it shall be addressed by providing notice of-such change to the other party in the manner set forth in this paragraph.

15. Term and Termination of Agreement.

a. This Agreement shall remain in full force and effect for a term of twelve (12) months. During the terms of this Agreement the indemnity provisions set forth paragraph in 8 shall survive any termination of this Agreement.

b. After the original term of this Agreement is expired, this agreement may be extended upon either party giving the other party 30 days written notice, which written notice shall be sent by certified mail return receipt or overnight courier. Extension of the agreement shall be effective on the 30th day after said written notice has been mailed or delivered, whichever is earlier unless the party receiving the notice objects in writing before such 30th day.

c. Notwithstanding anything x the contrary, if either party materially breaches this agreement, the non -bleaching party may, at his or its election, terminate the agreement thereby relieving the non-breaching party of any obligation hereunder upon the breaching party's failure to cure such breach within 20 days after receipt of written notice from the non-breaching party. Alternatively, the non-breaching party may proceed with performance without waiving any rights under the agreement. A material breach will mean and refer to a party's failure to comply with any covenants or obligation specified in this agreement.

d. In the event of any controversy or claim arising out of or relating to this Agreement, or pertaining to any and all prior or subsequent agreements between or amongst the parties; or the alleged breach thereof, or relating to CAA's activities or remuneration under this Agreement, such dispute shall be submitted to mediation before the Judicial Arbitration and Mediation Services ("JAMS") in San Francisco, California. The parties shall bear the costs of mediation equally. In the event that either party refuses to participate in mediation said party shall be prohibited from recovering attorney fees notwithstanding anything to the contrary in this agreement.

e. If mediation should fail to resolve the dispute between the parties the matter shall be submitted to JAMS for binding arbitration. Discovery rights .shall be preserved in. said arbitration with regard to depositions and demands for production of documents as if the dispute were pending in Sail Francisco County Superior Court. Otherwise, discovery shall be prohibited. The costs of arbitration shall be equally shared by the parties until the dispute is either settled or adjudicated, at which time the arbitration may award said fees and costs to the prevailing party. Judgment on the award rendered by the arbitrators) shall be binding on the parties and may be entered in any court having jurisdiction as provided by Paragraph 16 herein. The provisions of Title 9 of Part 3 of the California Code of Civil Procedure, including section 1283.05, and successor statutes, permitting expanded discovery proceedings shall be applicable to all disputes that are arbitrated under this paragraph.

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

17. Complete Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement and its terms may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

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

19. No Third-Party Rights. The provisions of this Agreement are for exclusive benefit of the signatory parties 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.

This ten (10) page agreement has been duly signed by the Parties hereto:

AGREED TO:

"Company"	CAR CHARGING GROUP, INC.
Date: _____	By: /s/ _____ Michael D. Farkas, Chief Executive Officer
"CAA"	CONSTELLATION ASSET ADVISORS, INC.
Date: _____	By: _____ Jens Dalsgaard, President

EXHIBIT A

Constellation Asset Advisors, Inc. is committed to ensuring that our clients get the most out of their relationship with us.

We ask that you keep our partnership strong by
Making the following commitments

1. Update your current company website- if you don't have one, you should immediately commission and construct one using an experienced designer. CAA can provide contacts for web designers if needed. The website must be able to capture Investor information that will be automatically forwarded to info@constellationaa.com so that we can promptly send the full investor package, or make contact via fax or telephone call.

2. As requested by CAA, be prepared to ensure that the Company's website is up-to-date, including posting timely (which may include the making of weekly updates) website updates.

3. Place our contact information in the Investor section of your website and at the bottom of press releases:

   For further information please contact:
   Constellation Asset Advisors, Inc.
   415-524-8500

4. Prepare a comprehensive PowerPoint presentation for CAA to use to introduce your company to potential investors and brokers

5. Provide CAA with all current and future business plans; provided, however, that CAA is not requesting, and should not be sent, any materials, business plans, forecasts or similar materials that are materials, at the time that these materials are sent to CAA. not in the public domain

6. Send CAA a CD or email of high-quality digital files of the company logo, product pictures, videos and graphics for the investor packages our Operations team will create.

7. Produce a two-page fact, sheet .for CAA to use. The Operations department will email an example fact sheet that can be used as a template for creating your own.

8. Provide CAA with the names and stock symbols of all competitors and comparable companies in the sector.

9. Subscribe to weekly DTC sheets. Please forward the DTC password to the CAA Operations department at Admin@constellationaa.com so that we can monitor our shareholder base.

10. E-mail CAA an in-depth matrix of expected company milestones that will be the subjects of press releases used to create market awareness. The goal is to have c .insistent and regular news flow. When news is issued to the business press, info@constellationaa.com should be copied so we can prepare national distribution to our contacts.

11. Verify and Update your company profile and stock information on me various finance websites. The CAA Operations Department will email you a list of finance websites and their contact information.

12. Provide CAA with the names of key contacts of company management, their email addresses, and direct office and cell phone numbers.

13. Each Quarter, provide CAA with the NOBO shareholder list from the transfer agent.

14. Announce arid participate in quarterly conference calls with the investing public. CAA will host, organize and handle all logistics, including writing the press release, announcing the calls, and creating a digital archive with toll-free phone numbers for access and a verbal transcript to be stored and accessible for 30 days to comply with SEC Rule FD.

15. Provide CAA with the names and phone numbers of any financial experts, market makers, investment bankers, previous PIPE investors, stockbrokers, significant shareholders, etc., known to your company (i.e., your Rolodex of Wall Street contacts), so we can send t.hem an IR package and fax new to them: regularly.

16. Provide CAA with the names and phone numbers of personal stockbrokers and financial contacts for inclusion in our database. Brokerage contacts can be provided for management to deposit their restricted rule 144 shares. This creates goodwill with supporters of the deal.

17. Email corporate updates at least once a week, preferably on Sunday or Monday prior to market open, to the senior CAA team: info@consteallationaa.com. We truly are a team, so please copy everyone on company e-mails

18. Meet regularly with the emirs CAA team. CAA will commit to visiting your office, and your senior management will commit to visiting CA.Vs San Francisco Bay area office and Miami office for quarterly meetings so that everyone involved can fully understand your business, market, news, strategy, challenges, etc. This ensures that we can continually position, plan and refine the appropriate message for Wall Street.

19. Be available to regularly answer calls from top mutual fund managers, stockbrokers and significant shareholders, and to inform CAA about those discussions so we are all on the same page with communication.

20. Inform CAA of your senior management's major travel plans. They must be willing to meet with top fund managers, stockbrokers and .significant shareholders during their travels.

21. Provide the past 6 months and future 12 months of company revenue, expense, earnings forecasts/expectations and financing needs, broken down by quarter. Disclose structures and the likelihood of achieving such funding to CAA and the investment community in timely fashion in order to avoid and/or ameliorate any potential liquidity issues,, shortfalls or similar issues of concern to the investing public. As in item 5 above, this information request *should not* be read to include and/or solicit any information of any kind that: is not in the public domain.

22. Provide CAA with a matrix of all 144 restricted shares issued in the last 12 months, with dates issued, so we can better manage those surprises. Please also provide the contact information for your legal counsel.

23. Appoint a media relations firm to communicate with the financial community, if you don't handle media relations internally. We should expect to receive significant media attention.

24. Unless other arrangements reasonably agreeable to CAA are made, be willing to issue restricted Rule 144 stock for a new research report in the first 60 days of the campaign. CAA can discuss with you the quality firms that accept 144 stock and provide their names upon request.

25. If not a fully reporting company, write an annual shareholder letter that will be released to the wire services for public

information.

Exhibit 10.3

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION (TOGETHER, THE "SECURITIES LAWS") AND MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED OR ENCUMBERED IN THE ABSENCE OF COMPLIANCE WITH SUCH SECURITIES LAWS AND UNTIL THE COMPANY SHALL HAVE RECEIVED FROM COUNSEL ACCEPTABLE TO IT A WRITTEN OPINION REASONABLY SATISFACTORY TO IT THAT THE PROPOSED DISPOSITION WILL NOT VIOLATE ANY APPLICABLE SECURITIES LAWS.

SENIOR PROMISSORY NOTE
AND SECURITY AGREEMENT

100,000.00 Miami, Florida
September 23, 2011

FOR VALUE RECEIVED, the undersigned CAR CHARGING GROUP, INC., a Nevada corporation (the "Company" or "Maker"), promise(s) to pay to the order of Nathan Low (the "Holder"), at such place as may be designated in writing by the Holder, the principal sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00), with interest thereon at the rate per annum (based on a 365-day year and charged on the basis of actual days elapsed) equal to 10%. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds. In no event will the rate of interest payable hereunder exceed the maximum rate permitted by law.

1. The outstanding principal balance of this Note (this "Note"), together with all accrued and unpaid interest, shall be due and payable on the six (6) month anniversary of the date of this Note (the "Maturity Date").

2. Simultaneously with the execution of this Note, the Company shall issue to Holder (i) 5,000 shares of restricted Common Stock, $0.001 par value and (ii) a Common Stock Purchase Warrant ("Warrant"), in the form attached hereto as Exhibit A, evidencing Holder's right to purchase One Hundred Thousand (100,000) shares of Common Stock of the Company. Pursuant to the terms of the Warrant, Holder shall have the right to exercise the Warrants at any time within seven (7) years of the date of this Note at a purchase price of $3.00 per share.

3. The outstanding principal balance and all accrued interest payable to the Holder hereunder may be prepaid at any time, without penalty or premium and without the prior consent of the Holder.

4. For the purposes of this Note, each of the following events will constitute an "Event of Default" under this Note:

a. The Maker fails to make any payment of Principal on the Maturity Date;

b. The Maker institutes a proceeding seeking relief as a debtor under the United States Bankruptcy Code or any state insolvency law; or

c. An order is entered in a proceeding under the United States Bankruptcy Code or any state insolvency law declaring the Maker to be insolvent, or appointing a receiver or similar official for substantially all the Maker's properties, and either (i) the Maker consents to the entry of that order, or (ii) that order is not dismissed within 90 days.

5. At any time that an Event of Default has occurred and is continuing for a period of ten (10) Business Days from the date of such Event of Default, the Holder may declare the entire remaining balance of the principal amount hereof, together with all accrued unpaid interest hereunder, to be immediately due and payable, at which time all such principal and interest will immediately become due and payable, without demand, presentment, protest, notice of dishonor or other diligence of any kind, all of which are waived by the Maker.

6. Upon Default, the Holder of this Note may employ an attorney to enforce the Holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to Holder reasonable attorneys fees, plus all other reasonable expenses incurred by the Holder in exercising any of the Holder's rights and remedies upon Default. The rights and remedies of the Holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described herein and/or in any instrument securing this Note or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release or such rights or remedies or the right to exercise any of them at another time.

7. The Maker hereby assigns, pledges, transfers and grants to the Holder a continuing security interest in, and a lien upon the assets set forth on Exhibit B hereto (collectively hereinafter referred to as the "Collateral"). Maker shall execute such documents as may be reasonably required by Holder to perfect its security interest in the Collateral (including, without limitation, a financing statement). This Promissory Note shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of amounts due hereunder, (b) be binding upon the Maker and its successors and assigns and (c) inure to the benefit of the Holder and its successors, transferees and assigns. In the Event of an uncured Default, Holder shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of Florida. Upon the payment in full of amounts due hereunder, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Maker. Upon any such termination, the Holder will execute and deliver to the Maker such documents as the Maker shall reasonably request to evidence such termination.

8. All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and any instrument securing this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

9. This Note shall be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of law principals.

10. This Note contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations or agreements, written or oral. This Note shall not be modified except by written instrument executed by all parties. Any reference to this Note includes any amendments, renewals or extensions now or hereafter approved by the Holder and the Company in writing.

11. No recourse for the payment of any amount due under this Note, or for any claim based hereon or otherwise in respect hereof, shall be had against any member of the Maker or any incorporator, partner, shareholder, officer, member or director, as such, past, present or future, of any such member. Nothing contained in this Paragraph shall be construed to limit the exercise or enforcement, in accordance with the terms of this Note, of rights and remedies against the Maker or the Collateral in connection with the transactions contemplated hereby.

CAR CHARGING GROUP, INC.

By: _____
Name: Michael D Farkas
Title: Chief Executive Officer

Exhibit A

Warrant

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

Right to Purchase 100,000 shares of Common Stock of Car Charging Group, Inc.
(subject to adjustment as provided herein)

CLASS A COMMON STOCK PURCHASE WARRANT

No. CA - 5 Issue Date: September 23, 2011

CAR CHARGING GROUP, INC., a corporation organized under the laws of the State of Nevada (the "Company"), hereby certifies that, for value received, Nathan Low or his assigns (the "Holder"), is entitled, subject to the terms set forth below, to purchase from the Company at any time after the Issue Date until 5:00 p.m., E.S.T on September 22, 2018 (the "Expiration Date"), up to 100,000 fully paid and nonassessable shares of Common Stock at a per share purchase price of $3.00. The aforedescribed purchase price per share, as adjusted from time to time as herein provided, is referred to herein as the "Purchase Price." The number and character of such shares of Common Stock and the Purchase Price are subject to adjustment as provided herein. The Company may reduce the Purchase Price for some or all of the Warrants, temporarily or permanently, provided such reduction is made as to all outstanding Warrants for all Holders of such Warrants.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term "Company" shall mean Car Charging Group, Inc., a Nevada corporation, and any corporation which shall succeed or assume the obligations of Car Charging Group, Inc. hereunder.

(b) The term "Common Stock" includes (i) the Company's Common Stock, $0.001 par value per share, as authorized on the date hereof, and (ii) any other securities into which or for which any of the securities described in (i) may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

(c) The term "Other Securities" refers to any stock (other than Common Stock) and other securities of the Company or any other person (corporate or otherwise) which the holder of the Warrant at any time shall be entitled to receive, or shall have received, on the exercise of the Warrant, in lieu of or in addition to Common Stock, or which at any time shall be issuable or shall have been issued in exchange for or in replacement of Common Stock or Other Securities pursuant to Section 4 herein or otherwise.

(d) The term "Warrant Shares" shall mean the Common Stock issuable upon exercise of this Warrant.

1. Exercise of Warrant.

1.1. Number of Shares Issuable upon Exercise. From and after the first anniversary of the Issue Date through and including the Expiration Date, the Holder hereof shall be entitled to receive, upon exercise of this Warrant in whole in accordance with the terms of subsection 1.2 or upon exercise of this Warrant in part in accordance with subsection 1.3, shares of Common Stock of the Company, subject to adjustment pursuant to Section 4.

1.2. Full Exercise. This Warrant may be exercised in full by the Holder hereof by delivery of an original or facsimile copy of the form of subscription attached as Exhibit A hereto (the "Subscription Form") duly executed by such Holder and delivery within two days thereafter of payment, in cash, wire transfer or by certified or official bank check payable to the order of the Company, in the amount obtained by multiplying the number of shares of Common Stock for which this Warrant is then exercisable by the Purchase Price then in effect. The original Warrant is not required to be surrendered to the Company until it has been fully exercised.

1.3. Partial Exercise. This Warrant may be exercised in part (but not for a fractional share) by delivery of a Subscription Form in the manner and at the place provided in subsection 1.2 except that the amount payable by the Holder on such partial exercise shall be the amount obtained by multiplying (a) the number of whole shares of Common Stock designated by the Holder in the Subscription Form by (b) the Purchase Price then in effect. On any such partial exercise provided the Holder has surrendered the original Warrant, the Company, at its expense, will forthwith issue and deliver to or upon the order of the Holder hereof a new Warrant of like tenor, in the name of the Holder hereof or as such Holder (upon payment by such Holder of any applicable transfer taxes) may request, the whole number of shares of Common Stock for which such Warrant may still be exercised.

1.4. Fair Market Value. Fair Market Value of a share of Common Stock as of a particular date (the "Determination Date") shall mean:

(a) If the Company's Common Stock is traded on an exchange or is quoted on the NASDAQ Global Market, NASDAQ Global Select Market, the NASDAQ Capital Market, the New York Stock Exchange or the American Stock Exchange, LLC, then the average of the closing sale prices of the Common Stock for the five (5) Trading Days immediately prior to (but not including) the Determination Date;

(b) If the Company's Common Stock is not traded on an exchange or on the NASDAQ Global Market, NASDAQ Global Select Market, the NASDAQ Capital Market, the New York Stock Exchange or the American Stock Exchange, Inc., but is traded on the OTC Bulletin Board or in the over-the-counter market or Pink Sheets, then the average of the closing bid and ask prices reported for the five (5) Trading Days immediately prior to (but not including) the Determination Date;

(c) Except as provided in clause (d) below and Section 3.1, if the Company's Common Stock is not publicly traded, then as the Holder and the Company agree, or in the absence of such an agreement, by arbitration in accordance with the rules then standing of the American Arbitration Association, before a single arbitrator to be chosen from a panel of persons qualified by education and training to pass on the matter to be decided; or

(d) If the Determination Date is the date of a liquidation, dissolution or winding up, or any event deemed to be a liquidation, dissolution or winding up pursuant to the Company's charter, then all amounts to be payable per share to holders of the Common Stock pursuant to the charter in the event of such liquidation, dissolution or winding up, plus all other amounts to be payable per share in respect of the Common Stock in liquidation under the charter, assuming for the purposes of this clause (d) that all of the shares of Common Stock then issuable upon exercise of all of the Warrants are outstanding at the Determination Date.

1.5. Company Acknowledgment. The Company will, at the time of the exercise of the Warrant, upon the request of the Holder hereof, acknowledge in writing its continuing obligation to afford to such Holder any rights to which such Holder shall continue to be entitled after such exercise in accordance with the provisions of this Warrant. If the Holder shall fail to make any such request, such failure shall not affect the continuing obligation of the Company to afford to such Holder any such rights.

1.6. Delivery of Stock Certificates, etc. on Exercise. The Company agrees that, provided the full purchase price listed in the Subscription Form is received as specified in Section 1.2, the shares of Common Stock purchased upon exercise of this Warrant shall be deemed to be issued to the Holder hereof as the record owner of such shares as of the close of business on the date on which delivery of a Subscription Form shall have occurred and payment made for such shares as aforesaid. As soon as practicable after the exercise of this Warrant in full or in part, and in any event within three (3) business days thereafter ("Warrant Share Delivery Date"), the Company at its expense (including the payment by it of any applicable issue taxes) will cause to be issued in the name of and delivered to the Holder hereof, or as such Holder (upon payment by such Holder of any applicable transfer taxes) may direct in compliance with applicable securities laws, a certificate or certificates for the number of duly and validly issued, fully paid and non-assessable shares of Common Stock (or Other Securities) to which such Holder shall be entitled on such exercise, plus, in lieu of any fractional share to which such Holder would otherwise be entitled, cash equal to such fraction multiplied by the then Fair Market Value of one full share of Common Stock, together with any other stock or other securities and property (including cash, where applicable) to which such Holder is entitled upon such exercise pursuant to Section 1 or otherwise.

2. Call Conditions. Subject to the provisions of this Section 2, if at any time following the Issue Date, the closing price of the Common Stock for each of the ten (10) consecutive trading days immediately prior to delivery of a Call Notice (as defined below) is greater than 200% of the closing price per share on the Issue Date (subject to equitable adjustment as a result of stock splits, reverse stock splits or other adjustments to capitalization occurring after the Issue Date), then the Company, in its sole discretion, may elect to require the exercise of all (but not less than all) of the then unexercised portion of this Warrant, on the date (the "Call Date") that is the fifth (5^{th}) calendar day after written notice thereof (a "Call Notice") is received by the Holder. The Company covenants and agrees that it will honor all Exercise Notices tendered through 5:30 P.M., New York City time, on the Call Date. For purposes of clarification, the exercise of this Warrant on a Call Date pursuant to a Call Notice (or any other exercise hereunder) shall be done only by means of a cash exercise.

3. Adjustment for Reorganization, Consolidation, Merger, etc.

3.1. Fundamental Transaction. If, at any time while this Warrant is outstanding, (A) the Company effects any merger or consolidation of the Company with or into another entity, (B) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions, (C) any tender offer or exchange offer (whether by the Company or another entity) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, (D) the Company consummates a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, or spin-off) with one or more persons or entities whereby such other persons or entities acquire more than the 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by such other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock purchase agreement or other business combination), (E) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate Common Stock of the Company, or (F) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, (a) upon exercise of this Warrant, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in (1) a transaction where the consideration paid to the holders of the Common Stock consists solely of cash, (2) a "Rule 13e-3 transaction" as defined in Rule 13e-3 under the 1934 Act, or (3) a transaction involving a person or entity not traded on a national securities exchange, the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market, cash equal to the Black-Scholes Value. For purposes of any such exercise, the determination of the Purchase Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such fundamental Transaction, and the Company shall apportion the Purchase Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 3.1 and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. "Black-Scholes Value" shall be determined in accordance with the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg L.P. using (i) a price per share of Common Stock equal to the VWAP of the Common Stock for the Trading Day immediately preceding the date of consummation of the applicable Fundamental Transaction, (ii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of the date of such request and (iii) an expected volatility equal to the 100 day volatility obtained from the HVT function on Bloomberg L.P. determined as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction.

3.2. Continuation of Terms. Upon any reorganization, consolidation, merger or transfer (and any dissolution following any transfer) referred to in this Section 3, this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the Other Securities and property receivable on the exercise of this Warrant after the consummation of such reorganization, consolidation or merger or the effective date of dissolution following any such transfer, as the case may be, and shall be binding upon the issuer of any Other Securities, including, in the case of any such transfer, the person acquiring all or substantially all of the properties or assets of the Company, whether or not such person shall have expressly assumed the terms of this Warrant as provided in Section 4. In the event this Warrant does not continue in full force and effect after the consummation of the transaction described in this Section 3, then only in such event will the Company's securities and property (including cash, where applicable) receivable by the Holder of the Warrants be delivered to the Trustee as contemplated by Section 3.2.

3.3 Share Issuance. Until the Expiration Date, if the Company shall issue any Common Stock except for the Excepted Issuances (as defined below), prior to the complete exercise of this Warrant for a consideration less than the Purchase Price that would be in effect at the time of such issuance, then, and thereafter successively upon each such issuance, the Purchase Price shall be reduced to such other lower price for then outstanding Warrants. For purposes of this adjustment, the issuance of any security or debt instrument of the Company carrying the right to convert such security or debt instrument into Common Stock or of any warrant, right or option to purchase Common Stock shall result in an adjustment to the Purchase Price upon the issuance of the above-described security, debt instrument, warrant, right or option if such issuance is at a price lower than the Purchase Price in effect upon such issuance and again at any time upon any subsequent issuances of shares of Common Stock upon exercise of such conversion or purchase rights if such issuance is at a price lower than the Purchase Price in effect upon such issuance. Common Stock issued or issuable by the Company for no consideration will be deemed issuable or to have been issued for $0.001 per share of Common Stock. Upon any reduction of the Purchase Price, the number of shares of Common Stock that the Holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section 3.3) be issuable on such exercise by a fraction of which (a) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section 3.3) be in effect, and (b) the denominator is the Purchase Price in effect on the date of such exercise.

3.3.1 Excepted Issuance. For purposes of this Warrant, the term "Excepted Issuance" includes: (i) issuances of Common Stock or options to employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose by a majority of the non-employee directors established for such purpose, (ii) transactions with strategic industry or operating partners of the Company involving the issuance of Common Stock or securities convertible into Common Stock, or upon the exercise of warrants related to the deal terms of the foregoing or (iii) issuance of restricted stock, stock options or warrants to employees, officers or directors pursuant to compensation arrangements approved by the Company's Board of Directors.

4. Extraordinary Events Regarding Common Stock. In the event that the Company shall (a) subdivide its outstanding shares of Common Stock or (b) combine its outstanding shares of the Common Stock into a smaller number of shares of the Common Stock, then, in each such event, the Purchase Price shall, simultaneously with the happening of such event, be adjusted by multiplying the then Purchase Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event, and the product so obtained shall thereafter be the Purchase Price then in effect. The Purchase Price, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described herein in this Section 4. The number of shares of Common Stock that the Holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive shall be adjusted to a number determined by multiplying the number of shares of Common Stock that would otherwise (but for the provisions of this Section 4) be issuable on such exercise by a fraction of which (a) the numerator is the Purchase Price that would otherwise (but for the provisions of this Section 4) be in effect, and (b) the denominator is the Purchase Price in effect on the date of such exercise.

5. Certificate as to Adjustments. In each case of any adjustment or readjustment in the shares of Common Stock (or Other Securities) issuable on the exercise of the Warrants, the Company at its expense will promptly cause its Chief Financial Officer or other appropriate designee to compute such adjustment or readjustment in accordance with the terms of the Warrant and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (a) the consideration received or receivable by the Company for any additional shares of Common Stock (or Other Securities) issued or sold or deemed to have been issued or sold, (b) the number of shares of Common Stock (or Other Securities) outstanding or deemed to be outstanding, and (c) the Purchase Price and the number of shares of Common Stock to be received upon exercise of this Warrant, in effect immediately prior to such adjustment or readjustment and as adjusted or readjusted as provided in this Warrant. The Company will forthwith mail a copy of each such certificate to the Holder of the Warrant and any Warrant Agent of the Company (appointed pursuant to Section 10 hereof).

6. Reservation of Stock, etc. Issuable on Exercise of Warrant; Financial Statements. The Company will at all times reserve and keep available, solely for issuance and delivery on the exercise of the Warrants, all shares of Common Stock (or Other Securities) from time to time issuable on the exercise of the Warrant.

7. Assignment; Exchange of Warrant. Subject to compliance with applicable securities laws, this Warrant, and the rights evidenced hereby, may be transferred by any registered holder hereof (a "Transferor"). On the surrender for exchange of this Warrant, with the Transferor's endorsement in the form of Exhibit B attached hereto (the "Transferor Endorsement Form") and together with an opinion of counsel reasonably satisfactory to the Company that the transfer of this Warrant will be in compliance with applicable securities laws, the Company will issue and deliver to or on the order of the Transferor thereof a new Warrant or Warrants of like tenor, in the name of the Transferor and/or the transferee(s) specified in such Transferor Endorsement Form (each a "Transferee"), calling in the aggregate on the face or faces thereof for the number of shares of Common Stock called for on the face or faces of the Warrant so surrendered by the Transferor.

8. Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement or security reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of this Warrant, the Company at its expense, twice only, will execute and deliver, in lieu thereof, a new Warrant of like tenor.

9. Maximum Exercise. The Holder shall not be entitled to exercise this Warrant on an exercise date, in connection with that number of shares of Common Stock which would be in excess of the sum of (i) the number of shares of Common Stock beneficially owned by the Holder and its affiliates on an exercise date, and (ii) the number of shares of Common Stock issuable upon the exercise of this Warrant with respect to which the determination of this limitation is being made on an exercise date, which would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock on such date. For the purposes of the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the 1934 Act and Rule 13d-3 thereunder. Subject to the foregoing, the Holder shall not be limited to aggregate exercises which would result in the issuance of more than 4.99%. The restriction described in this paragraph may be waived, in whole or in part, upon sixty-one (61) days prior notice from the Holder to the Company to increase such percentage to up to 9.99%, but not in excess of 9.99%. The Holder may decide whether to convert a Convertible Note or exercise this Warrant to achieve an actual 4.99% or up to 9.99% ownership position as described above, but not in excess of 9.99%.

10. Warrant Agent. The Company may, by written notice to the Holder of the Warrant, appoint an agent (a "Warrant Agent") for the purpose of issuing Common Stock (or Other Securities) on the exercise of this Warrant pursuant to Section 1, exchanging this Warrant pursuant to Section 7, and replacing this Warrant pursuant to Section 8, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such Warrant Agent.

11. Transfer on the Company's Books. Until this Warrant is transferred on the books of the Company, the Company may treat the registered holder hereof as the absolute owner hereof for all purposes, notwithstanding any notice to the contrary.

12. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:
Car Charging Group, Inc.
1691 Michigan Avenue, Suite 601, Miami Beach, Florida 33139

With a copy by fax only to (which copy shall not constitute notice):
Anslow & Jaclin LLP
Attn: Gregg E. Jaclin, Esq.
195 Route 9 South, Suite 204, Manalapan, NJ 07726
facsimile: (732) 577-1188

If to the Holder:

Nathan Low
_____
_____
_____
facsimile: _____

13. Law Governing This Warrant. This Warrant shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Warrant shall be brought only in the state courts of Florida or in the federal courts located in the state and county of Florida. The parties to this Warrant hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Company and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Warrant or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first written above.

CAR CHARGING GROUP, INC.

By: _____

Michael D. Farkas, Chief Executive Officer

Exhibit A

FORM OF SUBSCRIPTION
(to be signed only on exercise of Warrant)

TO: CAR CHARGING GROUP, INC.

The undersigned, pursuant to the provisions set forth in the attached Warrant (No.____), hereby irrevocably elects to purchase _____ shares of the Common Stock covered by such Warrant.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant, which is $_____. Such payment takes the form of $_____ in lawful money of the United States.

The undersigned requests that the certificates for such shares be issued in the name of, and delivered to _____ whose address is

_____

_____

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable upon exercise of the within Warrant shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to an exemption from registration under the Securities Act.

Dated:_____

_____

(Signature must conform to name of holder as specified on the face of the Warrant)

_____

_____

(Address)

Exhibit B

FORM OF TRANSFEROR ENDORSEMENT
(To be signed only on transfer of Warrant)

For value received, the undersigned hereby sells, assigns, and transfers unto the person(s) named below under the heading "Transferees" the right represented by the within Warrant to purchase the percentage and number of shares of Common Stock of CAR CHARGING GROUP, INC., to which the within Warrant relates specified under the headings "Percentage Transferred" and "Number Transferred," respectively, opposite the name(s) of such person(s) and appoints each such person Attorney to transfer its respective right on the books of CAR CHARGING GROUP, INC. with full power of substitution in the premises.

Transferees	Percentage Transferred	Number Transferred

Dated: _____, _____

_____

(Signature must conform to name of holder as specified on the face of the warrant)

Signed in the presence of:

_____

(Name)

_____

(address)

ACCEPTED AND AGREED:
[TRANSFEREE]

_____

(address)

_____

(Name)

Exhibit B

Description of Collateral

All of the Company's accounts, proceeds from accounts, contract rights, instruments, documents, chattel paper, copyrights, patents, computer codes, software, trademarks, other intellectual property rights, any property rights not specifically set forth herein which may be specific to the business of the company, and general intangibles, as such terms are defined in the Uniform Commercial Code, as enacted in the State of Florida ("UCC"); (b) all forms of obligations owing to the Company, including but not limited to all tax refunds and tax refund claims, letters of credit and all proceeds thereof; (c) all guarantees, security, and liens which the Company may hold for the payment or performance of any item of property (including, without limitation, all rights of stoppage in transit, replevin, and reclamation and as an unpaid vendor or lienor); (d) all rights to goods represented by any item of property or the sale of which goods gave rise to any item of property including, without limitation, all rights upon return, replevin, or repossession of such goods, all documents of title, warehouse receipts, bills of lading, books, records and other documents relating to any of the property; (e) the Company's goodwill; (f) all books, records, and lists, in whatever form maintained; (g) all the Company's inventory, wherever located, whether in the Company's or some other person's possession, including, without limitation, all raw materials, supplies work in process, and finished products manufactured by and/or held for sale or lease or to be furnished in connection with the Company's business, as well as any and all computer code, software, software products, or databases; (h) all equipment (as defined in the UCC), whether in the Company's or some other person's possession, including, without limitation, all machinery, accessories, motors, controls, engines, dies, tools, jigs, benches, tables, computers and data fixtures, and all substitutions, accretions, replacements, and additions thereto and all other component and auxiliary parts used in connection therewith or attached thereto; (I) all rights to goods and/or all forms of obligations owing to the Company with respect to any parking lot agreements and all proceeds thereof; (J) any other property of the Company of any kind or nature coming into Company’s actual or constructive possession, custody or control, or in transit to the Company or its agent for whatever purpose, and all proceeds of any item of property and all proceeds of such proceeds, including, without limitation, all payments under any indemnity, warrant or guaranty payable with respect to the property, all awards for taking by eminent domain, and all proceeds of fire or other insurance.

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 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

November 21, 2011

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 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

November 21, 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 for the period ending September 30, 2011, 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 for the period ending September 30, 2011, 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 for the period ending September 30, 2011, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

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

November 21, 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 for the period ending September 30, 2011, 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 for the period ending September 30, 2011, 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 for the period ending September 30, 2011, 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

November 21, 2011