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

FORM 10-Q

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

For the quarterly period ended June 30, 2017

or

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

For the transition period from _____________ to _____________

Commission File No. 333-149784

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

Nevada	**03-0608147**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
3284 N 29th Court Hollywood, Florida	**33020-1320**
(Address of principal executive offices)	(Zip Code)

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

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

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

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

Large accelerated filer	[ ]	Accelerated filer	[ ]
Non-accelerated filer (Do not check if a smaller reporting company)	[ ]	Smaller reporting company	[X]
Emerging growth company	[ ]		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

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

As of August 15, 2017, the registrant had 86,581,122 common shares issued and outstanding.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

FORM 10-Q

FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2017

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Balance Sheets

	June 30, 2017 (unaudited)	December 31, 2016
Assets		
Current Assets:		
Cash	$ 584	$ 5,898
Accounts receivable and other receivables, net	212,158	128,315
Inventory, net	256,766	394,825
Prepaid expenses and other current assets	100,804	84,631
Total Current Assets	570,312	613,669
Fixed assets, net	505,829	755,682
Intangible assets, net	111,324	116,482
Deferred public offering costs	728,270	335,475
Other assets	64,152	89,573
Total Assets	$ 1,979,887	$ 1,910,881
Liabilities and Stockholders' Deficiency		
Current Liabilities:		
Accounts payable	$ 4,039,773	$ 3,500,267
Accounts payable [1]	-	3,728,193
Accrued expenses	9,912,216	7,955,976
Accrued expenses [1]	-	5,969
Accrued public information fee	-	3,005,277
Derivative liabilities	2,904,867	1,583,103
Convertible notes payable, net of debt discount of $232,163 and $501,981 as of June 30, 2017 and December 31, 2016, respectively	2,464,665	581,274
Convertible notes payable - related party, net of debt discount of $3,202 and $0 as of June 30, 2017 and December 31, 2016, respectively	589,365	495,000
Notes payable	337,966	342,781
Current portion of deferred revenue	457,661	600,700
Total Current Liabilities	20,706,513	21,798,540
Deferred revenue, net of current portion	71,261	99,495
Total Liabilities	20,777,774	21,898,035
Series B Convertible Preferred Stock, 10,000 shares designated, 8,250 shares issued and outstanding as of June 30, 2017 and December 31, 2016	825,000	825,000
Commitments and contingencies		
Stockholders' Deficiency:		
Preferred stock, $0.001 par value, 40,000,000 shares authorized;		
Series A Convertible Preferred Stock, 20,000,000 shares designated, 11,000,000 shares issued and outstanding as of June 30, 2017 and December 31, 2016	11,000	11,000
Series C Convertible Preferred Stock, 250,000 shares designated, 212,166 and 150,426 shares issued and outstanding as of June 30, 2017 and December 31, 2016, respectively	212	150
Common stock, $0.001 par value, 500,000,000 shares authorized, 81,534,822 and 80,476,508 shares issued and outstanding as of June 30, 2017 and December 31, 2016, respectively	81,535	80,477
Additional paid-in capital	68,870,047	63,999,315
Accumulated deficit	(88,585,681)	(81,071,782)
Total Car Charging Group, Inc. - Stockholders' Deficiency	(19,622,887)	(16,980,840)
Non-controlling interest [1]	-	(3,831,314)
Total Stockholder's Deficiency	(19,622,887)	(20,812,154)
Total Liabilities and Stockholders' Deficiency	$ 1,979,887	$ 1,910,881

[1] -Related to 350 Green, which, as of May 18, 2017, is no longer a variable interest entity of the Company and, accordingly, 350 Green's

was deconsolidated as of June 30, 2017.

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Operations

(unaudited)

	For The Three Months Ended June 30, 2017	For The Three Months Ended June 30, 2016	For The Six Months Ended June 30, 2017	For The Six Months Ended June 30, 2016
Revenues:				
Charging service revenue - company-owned charging stations	$ 244,931	$ 284,203	$ 512,805	$ 576,946
Product sales	56,957	360,169	210,544	650,374
Grant and rebate revenue	84,331	57,385	117,141	157,165
Warranty revenue	31,855	47,472	66,704	67,497
Network fees	59,492	46,243	108,730	89,362
Other	55,408	72,552	112,670	169,203
Total Revenues	532,974	868,024	1,128,594	1,710,547
Cost of Revenues:				
Cost of charging services - company-owned charging stations	38,115	49,555	64,678	101,533
Host provider fees	92,938	159,740	147,385	271,530
Cost of product sales	162,659	182,829	241,171	336,615
Network costs	73,310	66,537	214,894	222,538
Warranty and repairs and maintenance	(76,244)	118,860	(57,096)	192,362
Depreciation and amortization	99,271	231,853	211,424	433,957
Total Cost of Revenues	390,049	809,374	822,456	1,558,535
Gross Profit	142,925	58,650	306,138	152,012
Operating Expenses:				
Compensation	2,013,680	1,189,008	3,011,037	2,652,787
Other operating expenses	210,762	369,570	453,703	714,373
General and administrative expenses	238,375	368,813	552,083	637,717
Lease termination costs	-	-	300,000	-
Total Operating Expenses	2,462,817	1,927,391	4,316,823	4,004,877
Loss From Operations	(2,319,892)	(1,868,741)	(4,010,685)	(3,852,865)
Other Expense:				
Interest expense	(218,288)	(35,314)	(358,949)	(70,552)
Amortization of discount on convertible debt	(1,097,777)	-	(1,712,678)	-
Gain on settlement of accounts payable, net	-	-	23,928	-
Loss on settlement reserve	(350,588)	-	(525,588)	-
Change in fair value of warrant liabilities	(316,504)	(179,849)	(780,793)	(2,194,257)
Loss on disposal of fixed assets	-	(5,766)	-	(8,597)
Loss on deconsolidation of 350 Green	(97,152)	-	(97,152)	-
Investor warrant expense	-	(457)	-	(6,284)
Non-compliance penalty for delinquent regular SEC filings	-	-	-	(476,713)
Non-compliance penalty for SEC registration requirement	(15,966)	(255,849)	(51,982)	(137,500)
Total Other Expense	(2,096,275)	(477,235)	(3,503,214)	(2,893,903)
Net Loss	(4,416,167)	(2,345,976)	(7,513,899)	(6,746,768)
Dividend attributable to Series C shareholders	(790,900)	(365,300)	(1,545,800)	(683,700)
Net Loss Attributable to Common Shareholders	$ (5,207,067)	$ (2,711,276)	$ (9,059,699)	$ (7,430,468)
Net Loss Per Share - Basic and Diluted	$ (0.06)	$ (0.03)	$ (0.11)	$ (0.09)
Weighted Average Number of Common Shares Outstanding				

- Basic and Diluted	81,092,889	80,330,460	80,786,401	79,986,345

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Changes in Stockholders' Deficiency
For the Six Months Ended June 30, 2017

(unaudited)

	Convertible Preferred-A Shares	Convertible Preferred-A Amount	Convertible Preferred-C Shares	Convertible Preferred-C Amount	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Deficit	Non Controlling Interest Deficit	Total Stockholders' Deficiency
Balance - December 31, 2016	11,000,000	$ 11,000	150,426	$ 150	80,476,508	$ 80,477	$ 63,999,315	$ (81,071,782)	$ (3,831,314)	$ (20,812,154)
Stock-based compensation	-	-	-	-	-	-	61,727	-	-	61,727
Series C convertible preferred stock issued in satisfaction of public information fee	-	-	30,235	30	-	-	3,023,470	-	-	3,023,500
Series C convertible preferred stock issued in satisfaction of registration rights penalty	-	-	12,455	13	-	-	1,245,487	-	-	1,245,500
Series C convertible preferred stock dividends:										
Accrual of dividends earned	-	-	-	-	-	-	(1,545,800)	-	-	(1,545,800)
Payment of dividends in kind	-	-	19,050	19	-	-	1,904,981	-	-	1,905,000
Common stock issued in partial satisfaction of debt	-	-	-	-	1,058,314	1,058	180,867	-	-	181,925
Deconsolidation of 350 Green	-	-	-	-	-	-	-	-	3,831,314	3,831,314
Net loss	-	-	-	-	-	-	-	(7,513,899)	-	(7,513,899)
Balance - June 30, 2017	11,000,000	$ 11,000	212,166	$ 212	81,534,822	$ 81,535	$ 68,870,047	$ (88,585,681)	$ -	$ (19,622,887)

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows

(unaudited)

	For The Six Months Ended June 30, 2017	For The Six Months Ended June 30, 2016
Cash Flows From Operating Activities		
Net loss	$ (7,513,899)	$ (6,746,768)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	229,510	465,747
Accretion of interest expense	215,957	-
Amortization of discount on convertible debt	1,712,678	-
Change in fair value of warrant liabilities	780,793	2,194,257
Provision for bad debt	19,848	(1,066)
Loss on disposal of fixed assets	-	8,597
Loss on deconsolidation of 350 Green	97,152	-
Gain on settlement of accounts payable, net	(23,928)	-
Non-compliance penalty for delinquent regular SEC filings	-	476,713
Non-compliance penalty for SEC registration requirement	51,982	137,500
Non-cash compensation:		
Convertible preferred stock	-	131,967
Common stock	446,013	104,776
Options	110,201	599,011
Warrants	532,717	6,284
Changes in operating assets and liabilities:		
Accounts receivable and other receivables	(103,691)	405,371
Inventory	163,766	190,277
Prepaid expenses and other current assets	(16,173)	181,680
Other assets	25,421	39,965
Accounts payable and accrued expenses	1,886,908	781,744
Deferred revenue	(171,273)	(410,560)
Total Adjustments	5,957,881	5,312,263
Net Cash Used in Operating Activities	(1,556,018)	(1,434,505)
Cash Flows From Investing Activities		
Purchase of fixed assets	(206)	(58,669)
Net Cash Used In Investing Activities	(206)	(58,669)
Cash Flows From Financing Activities		
Proceeds from sale of shares of Series C Convertible Preferred stock and warrants	-	1,367,120
Payments of deferred public offering costs	(38,263)	(52,500)
Payments of debt issuance costs	(87,823)	-
Bank overdrafts, net	84,144	-
Proceeds from issuance of convertible note payable	1,500,100	-
Proceeds from issuance of notes payable to a related party	97,567	200,000
Repayment of notes and convertible notes payable	(4,815)	(26,910)
Net Cash Provided by Financing Activities	1,550,910	1,487,710
Net Decrease In Cash	(5,314)	(5,464)
Cash - Beginning of Period	5,898	189,231
Cash - Ending of Period	$ 584	$ 183,767

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows — Continued

(unaudited)

	For The Six Months Ended June 30,	
	2017	**2016**
Supplemental Disclosures of Cash Flow Information:		
Cash paid during the years for:		
Interest expense	$ 44	$ 303
Non-cash investing and financing activities:		
Return and retirement of common stock in connection with settlement	$ -	$ 45,000
Issuance of common stock for services previously accrued	$ 181,925	$ 26,982
Accrual of contractual dividends on Series C Convertible Preferred Stock	$ 1,545,800	$ 683,700
Issuance of Series C Convertible Preferred Stock in satisfaction of contractual dividends	$ 1,905,000	$ 611,600
Issuance of Series C Convertible Preferred Stock in satisfaction of public information fee	$ 3,023,500	$ -
Issuance of Series C Convertible Preferred Stock in satisfaction of registration rights penalty	$ 1,245,500	$ -
Transfer of inventory to fixed assets	$ 25,707	$ -
Accrual of warrant obligation in connection with issuance of notes payable	$ 5,016	$ -
Issuance or accrual of common stock, warrants and embedded conversion options as debt discount in connection with the issuance of notes payable	$ 1,382,224	$ -
Accrual of deferred public offering costs	$ 354,533	$ -
Accrual of issuance costs on Series C Convertible Preferred Stock	$ -	$ 159,335

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

CAR CHARGING GROUP, INC. & SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(UNAUDITED)

1. BUSINESS ORGANIZATION, NATURE OF OPERATIONS AND BASIS OF PRESENTATION

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 December 7, 2009, New Image Concepts, Inc. changed its name to Car Charging Group, Inc.

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

The accompanying unaudited condensed consolidated 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 instructions to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and disclosures required by U.S. GAAP for complete financial statements. In the opinion of management, such statements include all adjustments (consisting only of normal recurring items) which are considered necessary for a fair presentation of the condensed consolidated financial statements of the Company as of June 30, 2017 and for the three and six months then ended. The results of operations for the three and six months ended June 30, 2017 are not necessarily indicative of the operating results for the full year ending December 31, 2017 or any other period. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related disclosures of the Company as of December 31, 2016 and for the year then ended, which were filed with the Securities and Exchange Commission ("SEC") on Form 10-K on April 14, 2017.

2. GOING CONCERN AND MANAGEMENT'S PLANS

As of June 30, 2017, the Company had a cash balance, a working capital deficiency and an accumulated deficit of $584, $20,136,201 and $88,585,681, respectively. During the three and six months ended June 30, 2017, the Company incurred a net loss of $4,416,167 and $7,513,899, respectively. These conditions raise substantial doubt about the Company's ability to continue as a going concern within a year after the issuance date of this filing.

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

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

Subsequent to June 30, 2017, the Company received an aggregate of $185,078 associated with the issuance of a convertible note payable and non-convertible notes payable. In addition, pursuant to a convertible note, an additional $949,900 of funding could be released to the Company upon the completion of certain contractually defined milestones. See Note 5 – Notes Payable – Convertible and Other and Notes and Note 10 – Subsequent Events – Convertible Note for additional details. There can be no assurance that the Company will be successful in attaining the defined milestones. The Company is currently funding its operations on a month-to-month basis. While there can be no assurance that it will be successful, the Company is in active negotiations to raise additional capital.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The condensed consolidated financial statements include the accounts of CCGI and its wholly-owned subsidiaries, including Car Charging, Inc., Beam Charging LLC ("Beam"), EV Pass LLC ("EV Pass"), Blink Network LLC ("Blink") and Car Charging China Corp. ("Car Charging China"). All intercompany transactions and balances have been eliminated in consolidation.

Through April 16, 2014, 350 Green LLC ("350 Green") was a wholly-owned subsidiary of the Company in which the Company had full voting control and was therefore consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. The Company determined that it is the primary beneficiary of 350 Green, and as such, effective April 17, 2014, 350 Green's assets, liabilities and results of operations were included in the Company's condensed consolidated financial statements. On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green, which had approximately $3.7 million of liabilities, has been deconsolidated from the Company's financial statements.

USE OF ESTIMATES

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

ACCOUNTS RECEIVABLE

Accounts receivable are carried at their contractual amounts, less an estimate for uncollectible amounts. As of June 30, 2017, and December 31, 2016, there was an allowance for uncollectable amounts of $19,848 and $42,349, respectively. Management estimates the allowance for bad debts based on existing economic conditions, the financial conditions of the customers, and the amount and age of past due accounts. Receivables are considered past due if full payment is not received by the contractual due date. Past due accounts are generally written off against the allowance for bad debts only after all collection attempts have been exhausted.

INVENTORY

Inventory is comprised of electric charging stations and related parts, which are available for sale or for warranty requirements. Inventories are stated at the lower of cost and net realizable value. Cost is determined by the first-in, first-out method. Inventory that is sold to third parties is included within cost of sales and inventory that is installed on the premises of participating owner/operator properties, where the Company retains ownership, is transferred to fixed assets at the carrying value of the inventory. The Company periodically reviews for slow-moving, excess or obsolete inventories. Products that are determined to be obsolete, if any, are written down to net realizable value. Based on the aforementioned periodic reviews, the Company recorded an inventory reserve for slow-moving or excess inventory of $195,000 and $154,000 as of June 30, 2017 and December 31, 2016, respectively.

As of June 30, 2017, and December 31, 2016, the Company's inventory was comprised solely of finished goods and parts that are available for sale.

FIXED ASSETS

Fixed assets are stated at cost, net of accumulated depreciation and amortization which is recorded commencing at the in-service date using the straight-line method over the estimated useful lives of the assets. Accumulated depreciation and amortization as of June 30, 2017 and December 31, 2016 was $4,973,784 and $4,726,861, respectively.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

INTANGIBLE ASSETS

Intangible assets were acquired in conjunction with the acquisitions of Beam, EV Pass, and Blink during 2013 and were recorded at their fair value at such time. Trademarks are amortized on a straight-line basis over their useful life of ten years. Patents are amortized on a straight-line basis over the lives of the patent (twenty years or less), commencing when the patent is approved and placed in service on a straight-line basis. Accumulated amortization related to intangible assets as of June 30, 2017 and December 31, 2016 was $38,917 and $33,759, respectively.

DERIVATIVE FINANCIAL INSTRUMENTS

The Company evaluates its convertible instruments to determine if those contracts or embedded components of those contracts qualify as derivative financial instruments to be separately accounted for in accordance with Topic 815 of the FASB ASC. The accounting treatment of derivative financial instruments requires that the Company record the conversion options and warrants at their fair values as of the inception date of the agreement and at fair value as of each subsequent balance sheet date. Any change in fair value is recorded as non-operating, non-cash income or expense for each reporting period at each balance sheet date. Conversion options are recorded as a discount to the host instrument and are amortized as interest expense over the life of the underlying instrument. The Company reassesses the classification of its derivative instruments at each balance sheet date. If the classification changes as a result of events during the period, the contract is reclassified as of the date of the event that caused the reclassification.

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

SEQUENCING POLICY

Under ASC 815-40-35, the Company has adopted a sequencing policy whereby, in the event that reclassification of contracts from equity to assets or liabilities is necessary pursuant to ASC 815 due to the Company's inability to demonstrate it has sufficient authorized shares, shares will be allocated on the basis of the earliest issuance date of potentially dilutive instruments, with the earliest grants receiving the first allocation of shares.

FAIR VALUE OF FINANCIAL INSTRUMENTS

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

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

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

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

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

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

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

REVENUE RECOGNITION

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

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

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

CONCENTRATIONS

During the three and six months ended June 30, 2017, revenues generated from Entity C represented approximately 11% and 11%, respectively, of the Company’s total revenue. During the three and six months ended June 30, 2016, revenues generated from Entity C represented approximately 13% and 13%, respectively, of the Company’s total revenue. During the three and six months ended June 30, 2017, revenues generated from Entity D represented approximately 11% and 19% of the Company’s total revenue. The Company generated charging service revenues from a customer (Entity C) and equipment sales revenue from a customer (Entity D). As of June 30, 2017, and December 31, 2016, accounts receivable from Entity C were 9% and 18%, respectively, of total accounts receivable.

RECLASSIFICATIONS

Certain prior year balances have been reclassified in order to conform to current year presentation. These reclassifications have no effect on previously reported results of operations or loss per share.

STOCK-BASED COMPENSATION

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

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

NET LOSS PER COMMON SHARE

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

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

	June 30,	
	2017	**2016**
Preferred stock	62,408,700	50,674,188
Warrants	53,099,690	55,384,027
Options	7,391,668	7,765,000
Convertible notes	1,016,732	339,058
Total potentially dilutive shares	123,916,790	114,162,273

COMMITMENTS AND CONTINGENCIES

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

LITIGATION AND DISPUTES

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

RECENTLY ISSUED ACCOUNTING PRONOUCEMENTS

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers," ("ASU 2014-09"). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition ("ASC 605") and most industry-specific guidance throughout ASC 605. The standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 was revised in July 2015 to be effective for interim periods beginning on or after December 15, 2017 and should be applied on a transitional basis either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. In 2016, FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

In May 2017, the FASB issued ASU No. 2017-09, "Compensation—Stock Compensation (Topic 718)" ("ASU 2017-09"). ASU 2017-09 provides clarity on the accounting for modifications of stock-based awards. ASU 2017-09 requires adoption on a prospective basis in the annual and interim periods for our fiscal year ending December 31, 2019 for share-based payment awards modified on or after the adoption date. The Company is currently evaluating the effect that adopting this new accounting guidance will have on its consolidated cash flows and related disclosures.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

RECENTLY ISSUED ACCOUNTING PRONOUCEMENTS - CONTINUED

In July 2017, the FASB issued ASU 2017-11, Earnings Per Share (Topic 260) and Derivatives and Hedging (Topic 815) - Accounting for Certain Financial Instruments with Down Round Features. Equity-linked instruments, such as warrants and convertible instruments may contain down round features that result in the strike price being reduced on the basis of the pricing of future equity offerings. Under the ASU, a down round feature will no longer require a freestanding equity-linked instrument (or embedded conversion option) to be classified as a liability that is remeasured at fair value through the income statement (i.e. marked-to-market). However, other features of the equity-linked instrument (or embedded conversion option) must still be evaluated to determine whether liability or equity classification is appropriate. Equity classified instruments are not marked-to-market. For earnings per share ("EPS") reporting, the ASU requires companies to recognize the effect of the down round feature only when it is triggered by treating it as a dividend and as a reduction of income available to common shareholders in basic EPS. The amendments in this ASU are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted, including adoption in any interim period. The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

4. ACCRUED EXPENSES

SUMMARY

Accrued expenses consist of the following:

	June 30, 2017 (unaudited)	December 31, 2016
Registration rights penalty	$ 11,677	$ 967,928
Accrued consulting fees	98,843	184,800
Accrued host fees	1,500,218	1,308,897
Accrued professional, board and other fees	1,472,286	1,381,399
Accrued wages	740,000	241,466
Accrued commissions	721,607	445,000
Warranty payable	226,000	338,000
Accrued taxes payable	558,339	511,902
Accrued payroll taxes payable	368,133	122,069
Warrants payable	270,392	155,412
Accrued issuable equity	2,051,123	862,377
Accrued interest expense	173,881	273,838
Accrued lease termination costs	300,000	-
Accrued settlement reserve costs	525,588	-
Dividend payable	790,900	1,150,100
Other accrued expenses	103,229	12,788
Total accrued expenses	$ 9,912,216	$ 7,955,976

4. ACCRUED EXPENSES – CONTINUED

REGISTRATION RIGHTS PENALTY

In connection with the sale of the Company's Series C Convertible Preferred Stock, the Company granted the purchasers certain registration rights. On November 7, 2016, the Company filed a registration statement under the Securities Act of 1933 but, as of June 30, 2017, the registration statement had not been declared effective by the SEC. The registration rights agreements entered into with the Series C Convertible Preferred Stock purchasers provide that the Company has to pay liquidated damages equal to 1% of all Series C subscription amounts received on the date the Series C resale registration statement was due to be filed pursuant to such registration rights agreements. The Company is required to pay such penalty each month thereafter until the resale registration statement is filed and once filed the Company has 30 days for the registration statement to be deemed effective otherwise the penalty resumes each month until the terms are met. The maximum liquidated damages amount is 10% of all Series C subscription amounts received. Failure to pay such liquidated damages results in interest on such damages at a rate of 18% per annum becoming due. On May 9, 2017, the Company issued 12,455 shares of Series C Convertible Preferred Stock in satisfaction of $1,245,500 of liabilities associated with the Company's registration rights penalty.

ACCRUED PROFESSIONAL, BOARD AND OTHER FEES

Accrued professional, board and other fees consist of investment banking fees, professional fees, bonuses, board of director fees, network fees, installation costs and other miscellaneous fees. As of June 30, 2017 and December 31, 2016, accrued investment banking fees were $860,183, which were payable in cash.

On June 8, 2017, the Board approved aggregate compensation of $490,173 (compromised of $344,311 to be paid in cash and $145,862 to be paid in units of shares of the Company's common stock and warrants (with each such warrant having an exercise price equal to the price per unit of the units sold in the public offering) at a 20% discount to the price per unit sold in the public offering) to be paid to members of the Board based on the accrued amounts owed to such Board members as of March 31, 2017. The compensation will be paid by the third business day following: (i) a public offering of the Company's securities; and (ii) the listing of the Company's shares of common stock on the NASDAQ or other national securities exchange.

4. ACCRUED EXPENSES - CONTINUED

ACCRUED COMMISSIONS

See Note 8 – Related Parties for additional details.

WARRANTY PAYABLE

The Company provides a limited product warranty against defects in materials and workmanship for its Blink residential and commercial chargers, ranging in length from one to two years. The Company accrues for estimated warranty costs at the time of revenue recognition and records the expense of such accrued liabilities as a component of cost of sales. Estimated warranty costs are based on historical product data and anticipated future costs. Should actual cost to repair and failure rates differ significantly from estimates, the impact of these unforeseen costs would be recorded as a change in estimate in the period identified. For the six months ended June 30, 2017, the change in reserve was approximately $22,500. Warranty expenses for the three and six months ended June 30, 2017 were $45,531 and $64,678, respectively. Warranty expenses for the three and six months ended June 30, 2016 were $121,246 and $192,362, respectively.

ACCRUED ISSUABLE EQUITY

In connection with the issuance of a convertible note payable in 2016, the Company is obligated to issue to the purchaser shares of common stock equal to 48% of the consideration paid by the purchaser. The Company must issue such shares on the earlier of (i) the fifth (5th) trading day after the pricing of the public offering (defined as a public offering of the Company's securities to raise gross proceeds of at least $20,000,000) and (ii) May 15, 2017. As of June 30, 2017, the purchaser paid aggregate consideration of $1,805,100 to the Company but the Company has not yet issued the common stock to the purchaser. As a result, the Company accrued the remaining $1,200,048 obligation which represents the fair value of the share obligation. See Note 5 – Notes Payable – Convertible and Other Notes for additional details.

Separately, during the six months ended June 30, 2017, the Company issued an aggregate of 575,144 shares of common stock in partial satisfaction of certain liabilities.

See Note 8 – Related Parties – Employment Agreement for details related to replacement of expired warrants.

See Note 10 – Subsequent Events – Stock Warrant for details associated with the issuance of warrants in satisfaction of a liability to issue certain equity awards to the Company's Chief Executive Officer which, as of June 30, 2017, was $191,931.

RELEASE OF LIABILITY

On March 24, 2017, the Company was released from a $23,928 liability pursuant to a professional service agreement, such that it recognized a gain on forgiveness of accounts payable of $23,928 during the six months ended June 30, 2017. See Note 9 – Commitments and Contingencies – Litigation and Disputes for additional information.

ACCRUED LEASE TERMINATION COSTS

See Note 9 – Commitments and Contingencies – Operating Lease for additional details.

5. NOTES PAYABLE

CONVERTIBLE AND OTHER NOTES

Amendment of Promissory Note

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017 and on May 15, 2017, the parties agreed to amend the terms of the securities and purchase agreement and promissory note as follows:

The maturity date of the note is the earlier of June 15, 2017 or the third business day after the closing of the public offering. See Note 10 – Subsequent Events – Convertible Notes for additional details related to the extension of the maturity date of the note.

With respect to the Origination Shares, on the fifth (5th) trading day after the pricing of the public offering, but in no event later than maturity date, the Company shall deliver to the purchaser such number of duly and validly issued, fully paid and non-assessable Origination Shares equal to 48% of the consideration paid by the purchaser, divided by the lowest of (i) $0.70 per share, or (ii) the lowest daily closing price of the Common Stock during the ten days prior to delivery of the Origination Shares (subject to adjustment for stock splits), or (iii) 80% of the Common Stock offering price of the public offering, or (iv) 80% of the unit price offering price of the public offering (if applicable), or (v) the exercise price of any warrants issued in the public offering. In the event that the public offering is not completed before the maturity date, so long as purchaser owns any of the Origination Shares at the time of a subsequent public offering where the pricing terms above would result in a lower Origination Share pricing, the Origination Shares pricing shall be subject to a reset based on the same above pricing terms (such that the Origination Shares issuance price would be reduced and the number of Origination

Shares issued would be increased to equal the Origination Dollar Amount). Unless otherwise agreed by both parties, at no time will the Company issue to the purchaser such number of Origination Shares that would result in the purchaser owning more than 9.99% of the number of shares of Common Stock outstanding of the Issuer immediately after giving effect to the issuance of the Origination Shares.

5. NOTES PAYABLE - CONTINUED

CONVERTIBLE AND OTHER NOTES - CONTINUED

Amendment of Promissory Note - Continued

The purchaser conditionally waives the defaults for the Company's failure to meet the original and previously amended maturity date of the note and delivery date for the Origination Shares, but the purchaser does not waive any damages, fees, penalties, liquidated damages, or other amounts or remedies otherwise resulting from such defaults (which damages, fees, penalties, liquidated damages, or other amounts or remedies the Investor may choose in the future to assess, apply or pursue in its sole discretion) and the purchaser's conditional waiver is conditioned on the Company's not being in default of and not breaching any term of the note or the securities and purchase agreement or any other Transaction Documents (as defined in the securities and purchase agreement) at any time subsequent to the date of the amendment. If the Company triggers an event of default or breaches any term of the note, the securities and purchase agreement, or the Transaction Documents at any time subsequent to the date of the amendment, the purchaser may issue a notice of default for the Company's failure to meet the original maturity date of the note and delivery date of the Origination Shares. As of the date of filing, the Company has violated certain covenants of the note, however, the violations did not trigger an event of default and did not result in the Company being obligated to pay any fines or penalties.

Issuances

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017 and May 15, 2017, during the six months ended June 30, 2017, the Company received additional advances of an aggregate of $1,500,100 under the note, such that, as of June 30, 2017, an aggregate of $2,500,100 had been advanced to the Company by the purchaser. Pursuant to the terms of the securities purchase agreement, the Company is required to repay an aggregate of $1,596,535 to the purchaser in connection with the advances received during the six months ended June 30, 2017. The $96,435 difference between the principal amount and the cash received was recorded as debt discount and is being accreted to interest expense over the term of the note.

Pursuant to the terms of the note, during the six months ended June 30, 2017, the Company issued five-year warrants to purchase an aggregate of 2,142,998 shares of the Company's common stock with an issuance date fair value of an aggregate of $74,392, which was recorded as a derivative liability. The aggregate exercise price of the warrants is $1,500,100. As of June 30, 2017, the Company had not issued the Origination Shares (as defined in the securities purchase agreement) associated with the advances to-date and, as a result, accrued for the remaining $1,200,048 fair value of the obligation as of June 30, 2017. See Note 4 – Accrued Expenses – Accrued Issuable Equity. The conversion option of the note was determined to be a derivative liability. The aggregate issuance date fair value of the warrants, Origination Shares, conversion option, placement agent fees and other issuance costs in connection with the advances during the six months ended June 30, 2017 was $1,550,977, which was recorded as a debt discount against the principal amount of the note. The $54,322 of debt discount in excess of the principal was recognized immediately and the remaining $1,496,654 of debt discount is being recognized over the term of the note.

5. NOTES PAYABLE - CONTINUED

CONVERTIBLE AND OTHER NOTES - RELATED PARTY

During the six months ended June 30, 2017, the Company issued a convertible notes payable in the principal amount of $50,000 to a company wholly-owned by the Company's Executive Chairman of the Board of Directors. Interest on the note accrues at a rate of 15% annually and is payable at maturity. The unpaid principal and accrued interest are convertible at the election of the holder into shares of common stock at $0.70 per share. The note is secured by substantially all of the assets of the Company.

As of the date of filing, convertible notes payable to a company wholly-owned by the Company's Executive Chairman of the Board of Directors with an aggregate principal amount of $545,000, secured by substantially all of the Company's assets, were outstanding and were past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes. On November 14, 2016, the Company received notices of default with respect to notes payable to a company wholly-owned by the Executive Chairman with an aggregate principal balance of $410,000 which included demands for payment of the outstanding principal and interest within seven days. As of the date of filing, there have been no further developments in respect to the demand for payment on these notes payable.

On February 10, 2017, the Company issued a promissory note in the principal amount of $22,567, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 9, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

On February 14, 2017, the Company issued a promissory note in the principal amount of $25,000, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 15, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

INTEREST EXPENSE

Interest expense for the three and six months ended June 30, 2017 was $218,288 and $358,949, respectively. Interest expense for the three and six months ended June 30, 2016 was $35,314 and $70,552, respectively.

6. FAIR VALUE MEASUREMENT

See Note 5 – Notes Payable – Convertible and Other Notes for warrants classified as derivative liabilities that were issued in connection with a convertible note.

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2017	2016	2017	2016
Risk-free interest rate	1.50 - 1.55%	0.58% - 1.08%	1.47 - 1.55%	0.58% - 1.16%
Expected term (years)	1.28 - 5.00	2.28 - 5.00	1.28 - 5.00	2.28 - 5.00
Expected volatility	130% - 149%	123% - 139%	130% - 149%	114% - 139%
Expected dividend yield	0.00%	0.00%	0.00%	0.00%

6. FAIR VALUE MEASUREMENT – CONTINUED

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

Derivative Liabilities		
Beginning balance as of January 1, 2017	$	1,583,103
Issuance of warrants		651,527
Change in fair value of derivative liability		670,237
Ending balance as of June 30, 2017	$	2,904,867
Warrants Payable		
Beginning balance as of January 1, 2017	$	155,412
Accrual of other warrant obligations		5,016
Change in fair value of warrants payable		109,964
Ending balance as of June 30, 2017	$	270,392

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

	June 30, 2017							
	Level 1		Level 2		Level 3		Total	
Liabilities:								
Derivative liabilities	$	-	$	-	$	2,904,867	$	2,904,867
Warrants Payable		-		-		270,392		270,392
Total liabilities	$	-	$	-	$	3,175,259	$	3,175,259

	December 31, 2016							
	Level 1		Level 2		Level 3		Total	
Liabilities:								
Derivative liabilities	$	-	$	-	$	1,583,103	$	1,583,103
Warrants payable		-		-		155,412		155,412
Total liabilities	$	-	$	-	$	1,738,515	$	1,738,515

7. STOCKHOLDERS' DEFICIENCY

PREFERRED STOCK

Series A Convertible Preferred Stock

The Series A Convertible Preferred Stock shall have no liquidation preference so long as the Series C Convertible Preferred Stock shall be outstanding.

Series B Convertible Preferred Stock

On December 31, 2016, the Company received a notice of redemption from the creditors committee of the ECOtality estate to redeem 2,750 shares of Series B Convertible Preferred Stock for $275,000. As of June 30, 2017, the redemption amount remained outstanding. The Company has the option to settle the redemption request either by the repayment in cash or by the issuance of shares of common stock.

As of June 30, 2017, the liquidation preference for the Series B Convertible Preferred Stock amounted to $825,000.

7. STOCKHOLDER'S DEFICIENCY – CONTINUED

Series C Convertible Preferred Stock

During the six months ended June 30, 2017, the Company issued an aggregate of 61,740 shares of Series C Convertible Preferred Stock in satisfaction of aggregate liabilities of approximately $6,200,000 associated with the Company's registration rights penalty, public information fee and Series C Convertible Preferred Stock dividends. As of June 30, 2017, and December 31, 2016, the Company recorded a dividend payable liability on the shares of Series C Convertible Preferred Stock of $790,900 and $1,150,100, respectively. See Note 4 – Accrued Expenses.

In the event of a liquidation, the Series C Convertible Preferred Stock is also entitled to a liquidation preference equal to the stated value plus any accrued and unpaid dividends, which, as of June 30, 2017, was equal to $22,007,500.

See Note 7 – Stockholder's Deficiency – Exchange of Warrants and Series C Convertible Preferred Stock for details regarding the exchange of Series C Convertible Preferred Stock for common stock.

COMMON STOCK

During the six months ended June 30, 2017, the Company issued an aggregate of 1,058,314 shares of common stock as partial satisfaction of certain liabilities associated with certain professional and other consulting fee agreements.

See Note 7 – Stockholder's Deficiency – Exchange of Warrants and Series C Convertible Preferred Stock for details regarding the exchange of Warrants and Series C Convertible Preferred Stock for common stock.

EXCHANGE OF WARRANTS AND SERIES C CONVERTIBLE PREFERRED STOCK

During the six months ended June 30, 2017, the Company sent out letters to various holders of warrants and Series C Convertible Preferred Stock that contained an offer for the holder to (i) exchange their existing warrants for common stock of the Company and (ii) exchange their existing Series C Preferred Stock for common stock of the Company. As of the date of this filing, holders had agreed to (i) exchange warrants to purchase an aggregate of 8,158,800 shares of common stock with an exercise price of $0.70 per share for an aggregate of 8,096,300 shares of common stock (the "Warrant Exchange") and (ii) exchange an aggregate of 12,678 shares of Series C Convertible Preferred Stock for common stock based upon a formula defined in the agreement (the "Series C Preferred Stock Exchange"). Subsequent to June 30, 2017, the Company issued an aggregate of 4,546,300 shares of common stock in connection with the Warrant Exchange such that there were an aggregate of 3,550,000 shares of common stock still to be issued by the Company as of the date of filing. The Warrant Exchange is effective immediately and the Series C Preferred Stock Exchange is effective upon the closing of the public offering (collectively defined as a public offering of securities to raise up to $20,000,000 and to list the Company's shares of common stock on the NASDAQ). The Series C Preferred Stock shall be exchanged for common stock using the following formula: the number of shares of Series C Convertible Preferred Stock owned multiplied by a factor of 115 and divided by 80% of the price per share of common stock sold in the in the public offering. Certain holders also agreed to not, without prior written consent of the underwriter, sell or otherwise transfer any shares of common stock or any securities convertible into common stock for a period of 270 days from the effective date of the Series C Preferred Stock Exchange.

STOCK-BASED COMPENSATION

The Company recognized stock-based compensation expense related to preferred stock, common stock, stock options and warrants for the three and six months ended June 30, 2017 of $921,683 and $1,088,931, respectively, and for the three and six months ended June 30, 2016 in the amounts of $280,792, and $842,038, respectively, which is included within compensation expense on the condensed consolidated statement of operations. As of June 30, 2017, there was $4,432 of unrecognized stock-based compensation expense that will be recognized over the weighted average remaining vesting period of 0.38 years.

8. RELATED PARTIES

See Note 5 - Notes Payable – Convertible and Other Notes – Related Party.

EMPLOYMENT AGREEMENT

Effective June 15, 2017, the Company amended its employment agreement with Michael D. Farkas, its Executive Chairman (the "Third Amendment"). This Third Amendment was approved by the Compensation Committee and the Board as a whole (with Mr. Farkas recusing himself from the vote regarding the Third Amendment). The Third Amendment clarified that, on a going-forward basis, the Executive Chairman position held by Mr. Farkas is the principal executive officer of the Company. Mr. Farkas will hold this position for a term of three (3) years, with an automatic one (1) year renewal unless either party terminates Mr. Farkas' employment with the Company at least sixty (60) days prior to the expiration of the term.

The Company agreed that Mr. Farkas was paid $20,000 per month from July 24, 2015 to November 24, 2015 and we agreed to pay Mr. Farkas the equivalent of $15,000 per month in cash and $15,000 per month in shares of common stock for the past eighteen (18) months (from December 1, 2015 through May 31, 2017), or $270,000 in cash and $270,000 in common stock.

Prior to entering into an employment agreement dated October 15, 2010 with Mr. Farkas (the "Original Farkas Employment Agreement"), the Company and an entity controlled by Mr. Farkas entered into: (i) that certain Consulting Agreement dated October 20, 2009 (the "Consulting Agreement"); and (ii) that certain Car Charging Group, Inc. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement") and, after entering into the Original Farkas Employment Agreement, the parties entered into that certain Patent License Agreement dated March 29, 2012 among the Company, Mr. Farkas and Balance Holdings, LLC and the March 11, 2016 Agreement regarding the Patent License Agreement (collectively with the Fee Agreement and the Consulting Agreement, the "Affiliate Agreements").

Upon the closing of the offering for which the Company filed a registration statement on Form S-1 on November 7, 2016 (as amended), Mr. Farkas will be paid: (i) $270,000 in cash for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017; and (ii) at least $645,000 ($375,000 of commissions on hardware sales, accrued commissions on revenue from charging stations due pursuant to the Affiliate Agreements, and $270,000 of common stock for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017) in units of the Company's common stock and warrants sold in the offering at a 20% discount to the price per unit of the units sold in the offering. Pursuant to the Third Amendment, the Company and Mr. Farkas agreed that not all amounts due pursuant to the Affiliate Agreements had been calculated as of June 15, 2017. Once calculated prior to the offering, the additional amount shall be paid in the form of units at a 20% discount to the price per unit of the units sold in the offering.

In addition, pursuant to the Third Amendment, Mr. Farkas is due to receive (regardless of the status of the offering) warrants in replacement of expired warrants he was due to receive under the terms of the Original Farkas Employment Agreement. These warrants will expire five years after their issuance date: (a) warrants for 100,000 shares of common stock at an exercise price of $0.19 per share; (b) warrants for 3,433,335 shares of common stock at an exercise price of $0.43 per share; and (c) warrants for 2,200,000 shares of common stock at an exercise price of $0.74 per share. As of June 30, 2017, the fair value of the warrants was estimated to be approximately $526,000. Mr. Farkas will also receive options (regardless of the status of the offering) for 350,000 shares of common stock at an exercise price of $0.60 per share and options for 412,000 shares of common stock at an exercise price of $0.75 per share in connection with amounts owed pursuant to the Affiliate Agreements. As of June 30, 2017, the fair value of the options was estimated to be approximately $61,000.

The Third Amendment resolves all claims Mr. Farkas had with regard to the Affiliate Agreements.

Pursuant to the Third Amendment, Mr. Farkas' salary will be, prior to the closing of the offering, $15,000 per month in cash and $15,000 per month in shares of common stock. After the closing of the offering, Mr. Farkas' monthly salary will be $30,000 of cash compensation. If the Company has positive EBITDA for a fiscal quarter during the term of Mr. Farkas' employment, his monthly salary shall be $40,000 of cash compensation for as long as the Company has positive EBITDA as assessed on a quarterly basis. Pursuant to the Third Amendment, Mr. Farkas will be entitled to salary and benefits for eighteen (18) months if he is terminated for a reason other than for cause.

Mr. Farkas agreed that the Fee Agreement and the Consulting Agreement are suspended and no payments are due thereunder (other than the payments specified in the Third Amendment) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $30,000.

As of June 30, 2017, the Company has accrued for all necessary amounts due to Mr. Farkas which are specified above.

8. RELATED PARTIES – CONTINUED

COMPENSATION AGREEMENT

On June 16, 2017, the Company entered into a compensation agreement with Ira Feintuch, its Chief Operating Officer (the "Compensation Agreement"). The Compensation Agreement clarifies the accrued compensation owed to Mr. Feintuch under the Fee/Commission Agreement dated November 19, 2009. Under the Compensation Agreement, Mr. Feintuch is entitled to receive (i) options for 350,000 shares of the Company's common stock at an exercise price of $0.60 per share; and (ii) options for 480,000 shares of the Company's common stock at an exercise price of $0.75 per share. As of June 30, 2017, options had not been issued and had a fair value of approximately $70,000.

Pursuant to the Compensation Agreement, Mr. Feintuch is due to receive (regardless of the status of the offering) $142,250 for accrued commissions on hardware sales and $31,969 for accrued commissions on revenue from charging stations. The aforementioned amounts of commissions on hardware sales and revenue from charging stations were calculated through March 31, 2017. The Company and Mr. Feintuch agreed that from April 1, 2017 through the closing of the offering, these commissions shall be calculated using the same formula (the "Additional Amounts"), and once approved by the Compensation Committee of the Board, will be paid to Mr. Feintuch.

The timing of the payments described above shall be as follows: The Company shall pay Mr. Feintuch the following by the third (3 rd) business day following the closing of the offering: (i) $130,664 in cash (75% of the value of the accrued commissions on hardware sales and accrued commission on revenues from charging stations as calculated through March 31, 2017) and (ii) an amount of cash equal to 75% of the Additional Amounts. By the third (3 rd) business day following the closing of this offering, the Company shall also issue to Mr. Feintuch (i) units of shares of common stock and warrants sold in the offering with a value of $43,555 (25% of the value of the accrued commissions on hardware sales and the accrued commission on revenue from charging stations, as calculated through March 31, 2017) at a 20% discount to the price per unit of the units sold in the offering; and (ii) an amount of units with a value of 25% of the Additional Amounts at a 20% discount to the price per unit of the units sold in the offering.

The Compensation Agreement resolves all claims Mr. Feintuch had with regard to the Fee/Commission Agreement.

As of June 30, 2017, the Company has accrued for all necessary amounts due to Mr. Feintuch which are specified above.

THIRD PARTY TRANSACTION

On February 7, 2017, a company in which the Company's Executive Chairman has a controlling interest purchased the following securities from a stockholder of the Company for $1,000,000: 7,142,857 shares of common stock, 114,491 shares of Series C Preferred Stock, warrants to purchase 26,230,176 shares of the Company's common stock, and all rights, claims, title, and interests in any securities of whatever kind or nature issued or issuable as a result of the stockholder's ownership of the Company's securities.

9. COMMITMENTS AND CONTINGENCIES

OPERATING LEASE

On February 28, 2017, the Company vacated the Phoenix, Arizona space and has no further obligation in connection with the sublease.

On March 20, 2017, in connection with the Company's Miami Beach, Florida lease, the Company's landlord filed a complaint for eviction with the Miami-Dade County Court against the Company as a result of the Company's default under the lease for failing to pay rent, operating expenses and sales taxes of approximately $175,000, which represents the Company's obligations under the lease through March 31, 2017, which was accrued for as of June 30, 2017. As a result of the action taken by the landlord, the Company accrued an additional $300,000 as of June 30, 2017, which represents the present value of the Company's rent obligation through the end of the lease.

On May 22, 2017, the Company entered into a lease for 11,457 square feet of office and warehouse space in Phoenix, Arizona beginning June 1, 2017 and ending July 31, 2019. Monthly lease payments range from approximately $6,300 to $6,600 (with the Company paying approximately $6,300 in total during the first three months of the lease) for a total of approximately $155,000 for the total term of the lease.

Total rent expense, net of sublease income, for the three and six months ended June 30, 2017 was $30,615 and $62,067, respectively, and is recorded in other operating expenses on the condensed consolidated statements of operations. Total rent expense for the three and six months ended June 30, 2016, was $91,120 and $170,991, respectively, and is recorded in other operating expenses on the condensed consolidated statements of operations.

TAXES

The Company has not filed its Federal and State corporate income tax returns for the years ended December 31, 2014 and 2015. The Company has sustained losses for the years ended December 31, 2014 and 2015. The Company has determined that no tax liability, other than required minimums, has been incurred.

The Company is also delinquent in filing and, in certain instances, paying sales taxes collected from customers in specific states that impose a tax on sales of the Company's products. The Company has accrued an approximate $218,000 liability as of June 30, 2017 and December 31, 2016 related to this matter.

The Company is currently delinquent in remitting approximately $368,000 and $244,000 as of June 30, 2017 and December 31, 2016, respectively, of federal and state payroll taxes withheld from employees. On August 15, 2017, the Company sent a letter to the Internal Revenue Service ("IRS") notifying the IRS of its intention to resolve the delinquent taxes upon the receipt of additional working capital.

LITIGATION AND DISPUTES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, which had not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. On June 13, 2017, Blink and ITT Cannon agreed to a settlement agreement under which the parties agreed to the following: (a) the Blink purchase order dated May 7, 2014 for 6,500 charging cables is terminated, cancelled and voided; (b) three (3) business days following the closing date of a public offering of the Company's securities and listing of such securities on the Nasdaq Capital Market, the Company shall issue to ITT Cannon shares of the same class of the Company's securities with an aggregate value of $200,000 (which was accrued at June 30, 2017); and (c) within seven (7) calendar days of the valid issuance of the shares in item (b) above, ITT Cannon shall ship and provide the remaining 6,500 charging cables to Blink and dismiss the arbitration without prejudice. If the public offering is not completed the settlement agreement will be terminated.

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893, which has been confirmed and converted into a judgment by the Superior Court of Fulton County, Georgia on August 7, 2017 in the amount of $179,168, inclusive of court costs.

9. COMMITMENTS AND CONTINGENCIES – CONTINUED

LITIGATION AND DISPUTES – CONTINUED

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. On May 9, 2017, the Company issued 364,061 shares of common stock to Solomon Edwards Group, LLC in satisfaction of $121,800 of the Company's liability.

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

350 Green, LLC

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

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and CCGI in separate breach of contract counts and names all three entities together in an unjust enrichment claim. CCGI and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold CCGI or 350 Green liable for a contract to which they are not parties. The Company settled with Sheetz and the parties signed two agreements on February 23, 2017: a General Release and Settlement Agreement and a Exclusive Electronic Vehicle Charging Services Agreement. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action between 350 Holdings or the Company. The Exclusive Electronic Vehicle Charging Services Agreement with Sheetz is for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five-year renewal unless written notice for the contrary is provided.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified attorney's fees and costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. On July 26, 2017, the District Court denied the Company's motion to dismiss the Company from the suit. The deadline for the Company to answer the second amended complaint is August 17, 2017. The deadline for the parties to complete discovery is December 8, 2017. The next status hearing on the matter is set for December 8, 2017. As of June 30, 2017, the Company accrued a $300,000 liability in connection with its settlement offer to JNS.

10. SUBSEQUENT EVENTS

COMMON STOCK

Issuances

Subsequent to June 30, 2017 the Company appointed Robert Schweitzer as a new member of the Board of Directors. Pursuant to Mr. Schweitzer's offer agreement, the Company issued 500,000 shares of common stock to him.

CONVERTIBLE NOTES

Amendment of Promissory Note

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017 and May 15, 2017, on July 20, 2017, the parties agreed to amend the terms of the securities and purchase agreement and promissory note as follows:

The maturity date of the note is the earlier of August 20, 2017 or third business day after the closing of the Public Offering.

Issuances

With respect to the securities and purchase agreement dated October 7, 2016, as amended on March 23, 2017, May 15, 2017 and July 20, 2017, on July 23, 2017, the Company received an additional advance of $50,000 under the note. Pursuant to the terms of the note, the Company issued a warrant to purchase 71,429 shares of the Company's common stock.

NON-CONVERTIBLE NOTES - RELATED PARTY

Issuances

Subsequent to June 30, 2017, the Company issued promissory notes in the aggregate principal amount of $135,078 to a company in which the Company's Executive Chairman has a controlling interest. The notes bear interest at a rate of 10% per annum, which is payable upon maturity. The notes are payable on the earlier of October 17, 2017 or the closing date of a public offering of the Company's securities which raises gross proceeds of at least $2,500,000. These notes may be prepaid in whole or in part at any time without penalty or premium.

STOCK WARRANTS

Issuance

On August 4, 2017, the Company issued five-year warrants to purchase an aggregate of 2,401,135 shares of common stock to our Chief Executive Officer in connection with his employment agreement. The warrants vest immediately and have exercise prices ranging from $0.70 to $3.00 per share.

Exchange

On August 14, 2017, the Company entered into a warrant exchange agreement with a warrant holder whereby the holder agreed to exchange warrants to purchase an aggregate of 2,500,000 shares of common stock for 2,500,000 shares of common stock.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the results of operations and financial condition of Car Charging Group, Inc. (and, including its subsidiaries, "CarCharging", "CCGI", "the Company") as of June 30, 2017 and for the three and six months ended June 30, 2017 and 2016 should be read in conjunction with our financial statements and the notes to those financial statements that are included elsewhere in this Quarterly Report on Form 10-Q. References in this Management's Discussion and Analysis of Financial Condition and Results of Operations to "us", "we", "our" and similar terms refer to CarCharging. This Quarterly Report contains forward-looking statements as that term is defined in the federal securities laws. The events described in forward-looking statements contained in this Quarterly Report may not occur. Generally, these statements relate to business plans or strategies, projected or anticipated benefits or other consequences of our plans or strategies, projected or anticipated benefits from acquisitions to be made by us, or projections involving anticipated revenues, earnings or other aspects of our operating results. The words "may," "will," "expect," "believe," "anticipate," "project," "plan," "intend," "estimate," and "continue," and their opposites and similar expressions, are intended to identify forward-looking statements. We caution you that these statements are not guarantees of future performance or events and are subject to a number of uncertainties, risks and other influences, many of which are beyond our control, which may influence the accuracy of the statements and the projections upon which the statements are based. Factors that may affect our results include, but are not limited to, the risks and uncertainties discussed elsewhere in this Quarterly Report on Form 10-Q particularly in Item IA - Risk Factors.

Any one or more of these uncertainties, risks and other influences could materially affect our results of operations and whether forward-looking statements made by us ultimately prove to be accurate. Our actual results, performance and achievements could differ materially from those expressed or implied in these forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether from new information, future events or otherwise.

Overview

We are a leading owner, operator, and provider of electric vehicle ("EV") charging equipment and networked EV charging services. We offer both residential and commercial EV charging equipment, enabling EV drivers to easily recharge at various location types.

Our principal line of products and services is our Blink EV charging network (the "Blink Network") and EV charging equipment (also known as electric vehicle supply equipment) and EV related services. Our Blink Network is proprietary cloud-based software that operates, maintains, and tracks all of the Blink EV charging stations and the associated charging data. The Blink Network provides property owners, managers, and parking companies, who we refer to as our Property Partners, with cloud-based services that enable the remote monitoring and management of EV charging stations, payment processing, and provide EV drivers with vital station information including station location, availability, and applicable fees.

We offer our Property Partners a flexible range of business models for EV charging equipment and services. In our comprehensive and turnkey business model, we own and operate the EV charging equipment, manage the installation, maintenance, and related services, and share a portion of the EV charging revenue with the property owner. Alternatively, Property Partners may share in the equipment and installation expenses, with CarCharging operating and managing the EV charging stations and providing connectivity to the Blink Network. For Property Partners interested in purchasing and owning EV charging stations that they manage, we can also provide EV charging hardware, site recommendations, connectivity to the Blink Network, and service and maintenance services.

As reflected in our unaudited condensed consolidated financial statements for the three months ended June 30, 2017, we had a cash balance, a working capital deficiency and an accumulated deficit of $584, $20,136,201 and $88,585,681, respectively. During the three and six months ended June 30, 2017, we incurred a net loss of $4,416,167 and $7,513,899, respectively. These factors raise substantial doubt about our ability to continue as a going concern within a year after the issuance date of this filing, as expressed in the notes to our condensed consolidated financial statements. Historically, we have been able to raise funds to support our business operations, although there can be no assurance we will be successful.

Through April 16, 2014, 350 Green was our wholly-owned subsidiary in which we had full control and the Company was consolidated. Beginning on April 17, 2014, when 350 Green's assets and liabilities were transferred to a trust mortgage, 350 Green became a Variable Interest Entity ("VIE"). The consolidation guidance relating to accounting for VIEs requires an enterprise to perform an analysis to determine whether the enterprise's variable interest or interests give it a controlling financial interest in a variable interest entity and perform ongoing reassessments of whether an enterprise is the primary beneficiary of a VIE. We determined that our Company is the primary beneficiary of 350 Green, and as such, 350 Green's assets, liabilities and results of operations are included in our condensed consolidated financial statements. On May 18, 2017, each of 350 Green and Green 350 Trust Mortgage LLC filed to commence an assignment for the benefit of creditors, which results in their residual assets being controlled by an assignee in a judicial proceeding. As a result, as of May 18, 2017, 350 Green is no longer a variable interest entity of the Company and, accordingly, 350 Green's approximately $3.7 million of liabilities have been deconsolidated from our financial statements.

Consolidated Results of Operations

Three Months Ended June 30, 2017 Compared With Three Months Ended June 30, 2016

Revenues

Total revenue for the three months ended June 30, 2017 was $532,974 compared to $868,024, a decline of $335,050, or 39%. The decline is primarily attributed to a $303,212, or 84%, decline in product sales that decreased to $56,957 for the three months ended June 30, 2017 compared to $360,169 for the three months ended June 30, 2016. The decrease was primarily due to lower volume of residential and commercial units sold during the three months ended June 30, 2017.

Charging service revenue company-owned charging stations was $244,931 for the three months ended June 30, 2017 compared to $284,203 for the three months ended June 30, 2016, a decrease of $39,272, or 14%. Charging services derived from revenue company-owned charging stations decreased primarily due to a $41,234 decrease in revenue from a program sponsored by Nissan North America that the Company has participated in since July 2014. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, a private company participating in this program began adding chargers to the program and the Company generated less revenue as a result of the decline in its percentage of chargers in the program. The Company expects revenues derived from this program during the balance of 2017 to continue to be lower than the revenues it derived from this program in the same periods in 2016.

Total revenue from warranty revenue, network fees and other revenue was $146,755 for the three months ended June 30, 2017 as compared to $166,267 for the three months ended June 30, 2016, a decrease of $19,512, or 12%. The decrease is primarily attributable to a decrease in non-company-owned fee-generating units on our network during the three months ended June 30, 2017 as compared to the prior period, partially offset by an increase in maintenance contracts entered into by the Company as compared to the prior period.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, repairs and maintenance, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the three months ended June 30, 2017 were $390,049 as compared to $809,374 for the three months ended June 30, 2016. The decrease is primarily attributable to a decrease of $195,104, or 164%, in warranty and repairs and maintenance expense due to a lower cost of repairs provided by us as compared to repairs provided by third party vendors. Additionally, the decrease is due to a decrease of $98,412, or 25%, in total cost of revenues in connection with cost of charging services, host provider fees and cost of product sales, primarily due to a decrease in charging service revenues and equipment sales, as well as a reduction in depreciation and amortization expense that declined to $99,271 for the three months ended June 30, 2017 as compared to $231,853 for the three months ended June 30, 2016, as the underlying assets became fully depreciated since the 2016 period. There is a degree of variability in our gross margins related to charging services revenues from period to period primarily due to (i) the mix of revenue share payment arrangements, (ii) electricity reimbursements, and (iii) the costs of maintaining charging stations not currently in operation. Any variability in our gross margins related to equipment sales depends on the mix of products sold.

Operating Expenses

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

Compensation expense increased by $824,672, or 69%, from $1,189,008 (consisting of approximately $0.9 million of cash compensation and approximately $0.3 million of non-cash compensation) for the three months ended June 30, 2016 to $2,013,680 (consisting of approximately $1.1 million of cash compensation and approximately $0.9 million of non-cash compensation) for the three months ended June 30, 2017. The increase was primarily attributable to increased non-cash compensation of approximately $651,000 earned by our Executive Chairman pursuant to his amended employment agreement and increased non-cash commission expenses of approximately $131,800 earned by a company owned by our Executive Chairman.

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $158,808, or 43%, from $369,570 for the three months ended June 30, 2016 to $210,762 for the three months ended June 30, 2017. The decrease was primarily attributable to a reduction in rent expense, travel expense due to decreased travel, as well as a decreased in software development expenses in connection with generation 2 chargers.

General and administrative expenses decreased by $130,438, or 35%, from $368,813 for the three months ended June 30, 2016 to $238,375 for the three months ended June 30, 2017. The decrease was primarily attributable to a decrease in accounting expenses of approximately of $146,600, consulting fees of approximately $43,000 and credit card processing fees of approximately $32,000, partially offset by an increase in legal expenses of approximately $104,000.

Other Expense

Other expense increased by $1,619,040, or 339%, from $477,235 for the three months ended June 30, 2016 to $2,096,275 for the three months ended June 30, 2017. The increase was primarily due to an increase in amortization of discount on convertible debt of $1,097,777, a loss on settlement of accounts payable of $350,588, and the change of the warrant liabilities of $136,655 or 76%, from $179,849 for the three months ended June 30, 2016 to $316,504 for the three months ended June 30, 2017.

Net Loss

Our net loss for the three months ended June 30, 2017 increased by $2,070,191, or 88%, to $4,416,167 as compared to $2,345,976 for the three months ended June 30, 2016. The increase was primarily due to increased other expenses of $1,619,040 and increased operating expenses of $535,426. Our net loss attributable to common shareholders for the three months ended June 30, 2017 increased by $2,495,791, or 92%, from $2,711,276 to $5,207,067 for the aforementioned reasons and due to an increase in the dividend attributable to Series C Convertible Preferred shareholders of $425,600.

Six Months Ended June 30, 2017 Compared With Six Months Ended June 30, 2016

Revenues

Total revenue for the six months ended June 30, 2017 was $1,128,594 compared to $1,710,547, a decline of $581,953, or 34%. The decline is primarily attributed to a $439,830, or 68%, decline in product sales that decreased to $210,544 for the six months ended June 30, 2017 compared to $650,374 for the six months ended June 30, 2016. The decrease was primarily due to lower volume of residential and commercial units sold during the six months ended June 30, 2017.

Charging service revenue company-owned charging stations was $512,805 for the six months ended June 30, 2017 compared to $576,946 for the six months ended June 30, 2016, a decrease of $64,141, or 11%. Charging services derived from revenue company-owned charging stations decreased primarily due to a $80,306 decrease in revenue from a program sponsored by Nissan North America that the Company has participated in since July 2014. The Program Coordinator pays the Company based on the number of program participants and the percentage of DC Fast Chargers in the program. Starting in July 2015, a private company participating in this program began adding chargers to the program and the Company generated less revenue as a result of the decline in its percentage of chargers in the program. The Company expects revenues derived from this program during the balance of 2017 to continue to be lower than the revenues it derived from this program in the same periods in 2016.

Total revenue from warranty revenue, network fees and other revenue was $288,104 for the six months ended June 30, 2017 as compared to $326,062 for the six months ended June 30, 2016, a decrease of $37,958, or 12%. The decrease is primarily attributable to a decrease in non-company-owned fee-generating units on our network during the six months ended June 30, 2017 as compared to the six months ended June 30, 2016, partially offset by an increase in network fees as compared to the prior period.

Cost of Revenues

Cost of revenues primarily consists of depreciation of installed charging stations, amortization of the Blink Network infrastructure, the cost of charging station goods and related services sold, repairs and maintenance, electricity reimbursements and revenue share payments to hosts when we are the primary obligor in the revenue share arrangement. Cost of revenues for the six months ended June 30, 2017 were $822,456 as compared to $1,558,535 for the six months ended June 30, 2016. Cost of revenues decreased in virtually every category as compared to the 2016 period, however, the decrease is primarily attributable to a decrease of $249,458, or 130%, in warranty and repairs and maintenance expense due to a lower cost of repairs provided by us as compared to repairs provided by third party vendors. In addition, there was a decrease of $256,444, or 36%, in total cost of revenues in connection with cost of charging services, host provider fees and cost of product sales, primarily due to a decrease in charging service revenues and equipment sales, as well as a reduction in depreciation and amortization expense that declined to $211,424 for the six months ended June 30, 2017 as compared to $433,957 for the six months ended June 30, 2016, as the underlying assets became fully depreciated since the 2016 period. There is a degree of variability in our gross margins related to charging services revenues from period to period primarily due to (i) the mix of revenue share payment arrangements, (ii) electricity reimbursements, and (iii) the costs of maintaining charging stations not currently in operation. Any variability in our gross margins related to equipment sales depends on the mix of products sold.

Operating Expenses

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

Compensation expense increased by $358,250, or 14%, from $2,652,787 (consisting of approximately $1.9 million of cash compensation and approximately $0.8 million of non-cash compensation) for the six months ended June 30, 2016 to $3,011,037 (consisting of approximately $1.9 million of cash compensation and approximately $1.1 million of non-cash compensation) for the six months ended June 30, 2017. The increase was attributable to increased non-cash compensation of approximately $263,000, primarily due to non-cash compensation earned by our Executive Chairman pursuant to his amended employment agreement, increased commission expenses of approximately $185,000 earned by a company owned by our Executive Chairman and increased consulting fees of $70,000 associated with our former acting Chief Financial Officer.

Other operating expenses consist primarily of rent, travel and IT expenses. Other operating expenses decreased by $260,670, or 36%, from $714,373 for the six months ended June 30, 2016 to $453,703 for the six months ended June 30, 2017. The decrease was primarily attributable to a reduction in rent expense, travel expense due to decreased travel, as well as decreased IT expenses due to decreased call center expenses as the Company inaugurated their own internal call center in Phoenix, Arizona during 2016.

General and administrative expenses decreased by $85,634, or 13%, from $637,717 for the six months ended June 30, 2016 to $552,083 for the six months ended June 30, 2017. The decrease was primarily attributable to a decrease in accounting expenses of approximately of $205,000 and consulting expenses of approximately $80,000, partially offset by an increase in legal and professional fees of approximately $257,000.

During the six months ended June 30, 2017, we incurred lease termination costs of $300,000 which represents the fair value of our remaining under our lease agreement.

Other Expense

Other expense increased by $609,311, or 21%, from $2,893,903 for the six months ended June 30, 2016 to $3,503,214 for the six months ended June 30, 2017. The increase was primarily due to an increase in amortization of discount on convertible debt of $1,712,678 and interest expense of $288,397, partially offset by a decrease in the change of the fair value of warrant liabilities of $1,413,464.

Net Loss

Our net loss for the six months ended June 30, 2017 increased by $767,131, or 11%, to $7,513,899 as compared to $6,746,768 for the six months ended June 30, 2016. The increase was primarily due an increase in other expenses of $609,311 and in increase of total operating expenses of $311,946, partially offset by an increase in gross profit of $154,126. Our net loss attributable to common shareholders for the six months ended June 30, 2017 increased by $1,629,231, or 22%, from $7,430,468 to $9,059,699 for the aforementioned reasons and due to an increase in the dividend attributable to Series C Convertible Preferred shareholders of $862,100.

Liquidity and Capital Resources

During the six months ended June 30, 2017, we financed our activities from proceeds derived from debt and equity financing. A significant portion of the funds raised from the sale of capital stock have been used to cover working capital needs and personnel, office expenses and various consulting and professional fees.

For the six months ended June 30, 2017 and 2016, we used cash of $1,556,018 and $1,434,505, respectively, in operations. Our cash use for the six months ended June 30, 2017 was primarily attributable to our net loss of $7,513,899, adjusted for net non-cash expenses in the aggregate amount of $4,172,923, partially offset by $1,784,958 of net cash provided by changes in the levels of operating assets and liabilities. Our cash used in operating activities for the six months ended June 30, 2016 was primarily attributable to our net loss of $6,746,768, adjusted for non-cash expenses in the aggregate amount of $4,123,786, partially offset by $1,188,477 of net cash provided by changes in the levels of operating assets and liabilities.

During the six months ended June 30, 2017, cash used in investing activities was $206, which was used to purchase charger cables. Net cash used in investing activities was $58,669 during the six months ended June 30, 2016, which was used to purchase office and computer equipment.

Net cash provided by financing activities for the six months ended June 30, 2017 was $1,550,910, of which, $1,597,667 was provided in connection with the issuance of various forms of notes payable and $84,144 provided from bank overdrafts, partially offset by the payment of $38,263 of associated with future offering costs and $87,823 of debt issuance costs as well as the repayment of notes payable of $4,815. Cash provided by financing activities for the six months ended June 30, 2016 was $1,487,710, of which, $1,314,620 of net proceeds (gross proceeds of $1,367,120 less issuance costs of $52,500) were from the sale of Series C Convertible Preferred Stock and warrants, $200,000 was provided in connection with proceeds from the issuance of convertible notes to a related party, partially offset by the repayment of notes payable of $26,910.

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

Since inception, our operations have primarily been funded through proceeds from equity and debt financings. Although management believes that we have access to capital resources, there are currently no commitments in place for new financing at this time, except as described above under the heading Recent Developments, and there is no assurance that we will be able to obtain funds on commercially acceptable terms, if at all.

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

Through June 30, 2017, we incurred an accumulated deficit since inception of $88,585,681. As of June 30, 2017, we had a cash balance and working capital deficit of $584 and $19,610,301, respectively. During the six months ended June 30, 2017, we incurred a net loss of $7,513,899. These conditions raise substantial doubt about our ability to continue as a going concern within one year after the issuance date of this filing.

Our condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classifications of liabilities that might be necessary should we be unable to continue as a going concern.

Critical Accounting Policies

There are no material changes from the critical accounting policies set forth in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Form 10-K for the year ended December 31, 2016 filed with the SEC on April 14, 2017. Please refer to that document for disclosures regarding the critical accounting policies related to our business.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements, financings, or other relationships with unconsolidated entities or other persons, also known as “special purpose entities” (SPEs).

Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-09, “Revenue from Contracts with Customers,” (“ASU 2014-09”). ASU 2014-09 supersedes the revenue recognition requirements in ASC 605 - Revenue Recognition (“ASC 605”) and most industry-specific guidance throughout ASC 605. The standard requires that an entity recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 was revised in July 2015 to be effective for interim periods beginning on or after December 15, 2017 and should be applied on a transitional basis either retrospectively to each prior reporting period presented or retrospectively with the cumulative effect of initially applying ASU 2014-09 recognized at the date of initial application. In 2016, FASB issued additional ASUs that clarify the implementation guidance on principal versus agent considerations (ASU 2016-08), on identifying performance obligations and licensing (ASU 2016-10), and on narrow-scope improvements and practical expedients (ASU 2016-12) as well as on the revenue recognition criteria and other technical corrections (ASU 2016-20). The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

In May 2017, the FASB issued ASU No. 2017-09, “Compensation—Stock Compensation (Topic 718)” (“ASU 2017-09”). ASU 2017-09 provides clarity on the accounting for modifications of stock-based awards. ASU 2017-09 requires adoption on a prospective basis in the annual and interim periods for our fiscal year ending December 31, 2019 for share-based payment awards modified on or after the adoption date. The Company is currently evaluating the effect that adopting this new accounting guidance will have on its consolidated cash flows and related disclosures.

In July 2017, the FASB issued ASU 2017-11, Earnings Per Share (Topic 260) and Derivatives and Hedging (Topic 815) - Accounting for Certain Financial Instruments with Down Round Features. Equity-linked instruments, such as warrants and convertible instruments may contain down round features that result in the strike price being reduced on the basis of the pricing of future equity offerings. Under the ASU, a down round feature will no longer require a freestanding equity-linked instrument (or embedded conversion option) to be classified as a liability that is remeasured at fair value through the income statement (i.e. marked-to-market). However, other features of the equity-linked instrument (or embedded conversion option) must still be evaluated to determine whether liability or equity classification is appropriate. Equity classified instruments are not marked-to-market. For earnings per share ("EPS") reporting, the ASU requires companies to recognize the effect of the down round feature only when it is triggered by treating it as a dividend and as a reduction of income available to common shareholders in basic EPS. The amendments in this ASU are effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. Early adoption is permitted, including adoption in any interim period. The Company has not yet selected a transition method and is currently evaluating the impact of the adoption of these ASUs on its consolidated financial position and results of operations.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

ITEM 4. CONTROLS AND PROCEDURES

Limitations on Effectiveness of Controls

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2017. The term "disclosure controls and procedures," as defined in Rule 13a-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it 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. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Based on our evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2017, our disclosure controls and procedures were not effective at the reasonable assurance level due to the material weaknesses described below.

1. We do not have written documentation of our internal control policies and procedures. Written documentation of key internal controls over financial reporting is a requirement of Section 404 of the Sarbanes-Oxley Act which is applicable to us for the year ended December 31, 2016. Management evaluated the impact of our failure to have written documentation of our internal controls and procedures on our assessment of our disclosure controls and procedures and has concluded that the control deficiency that resulted represented a material weakness.

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

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

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

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

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

Notwithstanding the assessment that our ICFR was not effective and that there are material weaknesses as identified herein, we believe that our condensed consolidated financial statements contained in this Quarterly Report fairly present our financial position, results of operations and cash flows for the periods covered thereby in all material respects.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) of the Exchange Act that occurred during the quarter ended June 30, 2017 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.

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 Company's or our Company's subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect with the exception of the foregoing:

350 GREEN, LLC

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

On August 7, 2014, 350 Green received a copy of a complaint filed by Sheetz, a former vendor of 350 Green alleging breach of contract and unjust enrichment of $112,500. The complaint names 350 Green, 350 Holdings LLC and the Company in separate breach of contract counts and names all three entities together in an unjust enrichment claim. The Company and 350 Holdings will seek to be dismissed from the litigation, because, as the complaint is currently plead, there is no legal basis to hold the Company or 350 Green liable for a contract to which they are not parties. The Company settled with Sheetz and the parties signed two agreements on February 23, 2017: a General Release and Settlement Agreement and a Exclusive Electronic Vehicle Charging Services Agreement. The settlement involved a combination of DC charging equipment, installation, charging services, shared driver charging revenue and maintenance for two systems in exchange for no further legal action between 350 Holdings or the Company. The Exclusive Electronic Vehicle Charging Services Agreement with Sheetz is for a five (5) year term. Pursuant to the agreement, Blink shall remit to Sheetz gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) 8% transaction fees, (iii) $18.00 per charger per month; and (iv) any electricity costs incurred by Blink ((i), (ii), (iii), and (iv) being referred to as the "Service Fees"). In the event the aggregate gross revenues are insufficient to cover the Service Fees incurred in a given month by the charging stations, such unpaid Service Fees will accrue to the following month. The agreement is subject to an automatic five year renewal unless written notice for the contrary is provided.

On September 9, 2015, the United States Court of Appeals for the Seventh Circuit of Chicago, Illinois affirmed the ruling of the United States District Court for the Northern District of Illinois in the matter of JNS Power & Control Systems, Inc. v. 350 Green, LLC in favor of JNS, which affirmed the sale of certain assets by 350 Green to JNS and the assumption of certain 350 Green liabilities by JNS. On April 7, 2016, JNS amended the complaint to add the Company alleging an unspecified amount of lost revenues from the chargers, among other matters, caused by the defendants. Plaintiff also seeks indemnity for its unspecified attorney's fees and costs in connection with enforcing the Asset Purchase Agreement in courts in New York and Chicago. On July 26, 2017, the District Court denied the Company's motion to dismiss the Company from the suit. The deadline for the Company to answer the second amended complaint is August 17, 2017. The deadline for the parties to complete discovery is December 8, 2017. The next status hearing on the matter is set for December 8, 2017. As of June 30, 2017, the Company accrued a $300,000 liability in connection with its settlement offer to JNS.

LITIGATION UPDATES

On July 28, 2015, a Notice of Arbitration was received stating ITT Cannon has a dispute with Blink for the manufacturing and purchase of 6,500 charging cables by Blink, which had not taken delivery or made payment on the contract price of $737,425. ITT Cannon also seeks to be paid the cost of attorney's fees as well as punitive damages. On June 13, 2017, Blink and ITT Cannon agreed to a settlement agreement under which the parties agreed to the following: (a) the Blink purchase order dated May 7, 2014 for 6,500 charging cables is terminated, cancelled and voided; (b) three (3) business days following the closing date of a public offering of the Company's securities and listing of such securities on the Nasdaq Capital Market, the Company shall issue to ITT Cannon shares of the same class of the Company's securities with an aggregate value of $200,000 (which was accrued at June 30, 2017); and (c) within seven (7) calendar days of the valid issuance of the shares in item (b) above, ITT Cannon shall ship and provide the remaining 6,500 charging cables to Blink and dismiss the arbitration without prejudice.

On April 8, 2016, Douglas Stein filed a Petition for Fee Arbitration with the State Bar of Georgia against the Company for breach of contract for failure to pay invoices in the amount of $178,893 for legal work provided. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. The parties failed to settle after numerous attempts. On February 15, 2017, the case was brought to the Georgia Arbitration Committee. On February 26, 2017, The Stein Law firm was awarded a summary judgment for $178,893, which has been confirmed and converted into a judgment by the Superior Court of Fulton County, Georgia on August 7, 2017 in the amount of $179,168, inclusive of court costs.

On May 18, 2016, the Company was served with a complaint from Solomon Edwards Group, LLC for breach of written agreement and unjust enrichment for failure to pay invoices in the amount of $172,645 for services provided, plus interest and costs. The invoices have been accrued for in the periods in which the services were provided. The Company has responded to the claim and is simultaneously pursuing settlement options. On May 9, 2017, the Company issued 364,061 shares of common stock to Solomon Edwards Group, LLC in satisfaction of $121,800 of the Company's liability.

ITEM 1A. RISK FACTORS.

The Company has identified the following material change to the risk factors discussed in Item 1A Risk Factors in our Annual Report on Form 10-K which was filed with the SEC on April 14, 2017.

Computer Malware, Viruses, Hacking, Phishing Attacks and Spamming Could Harm Our Business and Results of Operations.

Computer malware, viruses, physical or electronic break-ins and similar disruptions could lead to interruption and delays in our services and operations and loss, misuse or theft of data. Computer malware, viruses, computer hacking and phishing attacks against online networking platforms have become more prevalent and may occur on our systems in the future.

Any attempts by hackers to disrupt our website service or our internal systems, if successful, could harm our business, be expensive to remedy and damage our reputation or brand. Our network security business disruption insurance may not be sufficient to cover significant expenses and losses related to direct attacks on our website or internal systems. Efforts to prevent hackers from entering our computer systems are expensive to implement and may limit the functionality of our services. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security and availability of our products and services and technical infrastructure may harm our reputation, brand and our ability to attract customers. Any significant disruption to our website or internal computer systems could result in a loss of customers and could adversely affect our business and results of operations.

We have previously experienced, and may in the future experience, service disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, third-party service providers, human or software errors and capacity constraints. If our mobile application is unavailable when customers attempt to access it or it does not load as quickly as they expect, customers may seek other services.

Our platform functions on software that is highly technical and complex and may now or in the future contain undetected errors, bugs, or vulnerabilities. Some errors in our software code may only be discovered after the code has been deployed. Any errors, bugs, or vulnerabilities discovered in our code after deployment, inability to identify the cause or causes of performance problems within an acceptable period of time or difficultly maintaining and improving the performance of our platform, particularly during peak usage times, could result in damage to our reputation or brand, loss of revenues, or liability for damages, any of which could adversely affect our business and financial results.

We expect to continue to make significant investments to maintain and improve the availability of our platform and to enable rapid releases of new features and products. To the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and operating results may be harmed.

We have a disaster recovery program to transition our operating platform and data to a failover location in the event of a catastrophe and have tested this capability under controlled circumstances, however, there are several factors ranging from human error to data corruption that could materially lengthen the time our platform is partially or fully unavailable to our user base as a result of the transition. If our platform is unavailable for a significant period of time as a result of such a transition, especially during peak periods, we could suffer damage to our reputation or brand, or loss of revenues any of which could adversely affect our business and financial results.

Growing our customer base depends upon the effective operation of our mobile applications with mobile operating systems, networks and standards that we do not control.

We are dependent on the interoperability of our mobile applications with popular mobile operating systems that we do not control, such as Google's Android and Apple's iOS, and any changes in such systems that degrade our products' functionality or give preferential treatment to competitive products could adversely affect the usage of our applications on mobile devices. Additionally, in order to deliver high quality mobile products, it is important that our products work well with a range of mobile technologies, systems, networks and standards that we do not control. We may not be successful in developing relationships with key participants in the mobile industry or in developing products that operate effectively with these technologies, systems, networks or standards.

We are Required to Register Under the Securities Act the Resale of Shares of Our Common Stock by a Number of Our Security Holders. Our Failure to Comply With Our Contractual Obligations and Timely Register the Resale of Any Shares of Our Common Stock Has Resulted in, and Will Result in, Among Other Things, the Payment of Liquidated Damages, And Could Have a Material Adverse Effect on Our Ability to Raise Additional Funds Through Private Placements in The Future And Have a Material Adverse Effect on Our Business.

We have entered into various agreements with purchasers of our securities from time to time which require us to register under the Securities Act the resale of shares of our common stock that we have issued or will be required to issue to such purchasers. We had failed to perform our obligations under these agreements and had accrued registration rights penalties, inclusive of accrued interest, in an aggregate amount equal to $11,677 as of June 30, 2017. On May 8, 2017, the Company issued a total of 61,740 Series C Preferred Shares to forty-eight (48) stockholders as payment in full, among other items, of registration rights penalties accrued through March 31, 2017.

These additional issuances of securities had a dilutive effect on our other stockholders. In addition, our failure to timely register the resale of any shares of our common stock may result in reputational harm for our Company and could have a material adverse effect on our ability to raise additional funds through private placements in the future, which may have a material adverse effect on our business.

We are Required to Enable Some of our Shareholders to Sell Shares of Our Common Stock Pursuant to Rule 144 of the Securities Act. Our Failure to Comply With Our Contractual Obligations and Enable Such Sales Has Resulted in, and Will Result in, Among Other Things, the Payment of Liquidated Damages, And Could Have a Material Adverse Effect on Our Ability to Raise Additional Funds Through Private Placements in The Future And Have a Material Adverse Effect on Our Business.

We have entered into various agreements with purchasers of our securities from time to time which require us to enable sales of our common stock pursuant to Rule 144 of the Securities Act by filing our 10-Ks and 10-Qs in a timely fashion. Until we became current in our filings in August 2016, we had failed to perform our obligations under these agreements and had accrued public information failure rights penalties in an aggregate amount equal to $3,005,277, inclusive of accrued interest, as of March 31, 2017. On May 8, 2017, the Company issued a total of 61,740 shares of Series C Preferred Stock to forty-eight (48) stockholders as payment, among other item, of these public information failure rights penalties.

These additional issuances of securities had a dilutive effect on our other stockholders. In addition, our failure to timely file our 10-Qs and 10-Ks may result in reputational harm for our Company and could have a material adverse effect on our ability to raise additional funds through private placements in the future, which may have a material adverse effect on our business.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Pursuant to the Purchase Agreement with JMJ, during the six months ended June 30, 2017, the Company received additional advances of an aggregate of $1,500,100 under the Promissory Note and the Company issued five-year warrants to purchase an aggregate of 2,142,998 shares of the Company's common stock. The aggregate exercise price of the warrants is $1,500,100.

On May 5, 2017, the Board approved, and on May 8, 2017, the Company issued an aggregate of 2,166 shares of Common Stock to five people in satisfaction of aggregate liabilities of $386,900 associated with certain professional and other consulting fee agreements.

The above securities were issued in reliance on the exemption under Section 4(a)(2) of the Securities Act. These securities qualified for exemption under Section 4(a)(2) since the issuance by us did not involve a public offering. The offerings were not "public offerings" as defined in 4(a)(2) due to the insubstantial number of persons involved in the transactions, manner of the issuance and number of securities issued. We did not undertake an offering in which we sold a high number of securities to a high number of investors. In addition, the investors had the necessary investment intent as required by Section 4(a)(2) since they agreed to and received securities bearing a legend stating that such securities are restricted pursuant to Rule 144 of the Act. This restriction ensures that these securities would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(a)(2) of the Securities Act for these transactions

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

As of November 14, 2016, convertible notes with a principal value of $295,000 held by a company wholly-owned by Mr. Farkas discussed under Item 2 have matured and are more than 30 days past due (the "Past Due Notes"). We have not satisfied this debt. On November 14, the Company received notices of default from the company wholly-owned by Mr. Farkas with regard to the Past Due Notes as well as additional convertible notes with a principal value of $115,000 that are not yet 30 days past due. The Company plans on seeking to negotiate with the company wholly-owned by Mr. Farkas to extend the maturity dates of all past due notes. If we are unable to do so on favorable terms, or at all, the company wholly-owned by Mr. Farkas could seek to enforce the notes against us, which could have an adverse effect on our business and reduce the market price of our common stock.

On February 10, 2017, the Company issued a promissory note in the principal amount of $22,567, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 9, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

On February 14, 2017, the Company issued a promissory note in the principal amount of $25,000, to a company in which the Company's Executive Chairman has a controlling interest, which bears interest at 10% per annum payable upon maturity. The promissory note is payable on the earlier of May 15, 2017, or the closing date of a public offering of the Company's securities, which raises gross proceeds of at least $10,000,000. This note may be prepaid in whole or in part at any time without penalty or premium. As of the date of filing, the note is past due. The Company has not satisfied this debt and is in negotiations with the Executive Chairman to extend the maturity dates of such notes.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

Item 1.01 Entry into a Material Definitive Agreement

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Third Amendment to Employment Agreement

Effective June 15, 2017, we amended our employment agreement with Michael Farkas, our Executive Chairman (the "Third Amendment"). This Third Amendment was approved by the Compensation Committee and the Board as a whole (with Mr. Farkas recusing himself from the vote regarding the Third Amendment). The Third Amendment clarified that, on a going-forward basis, the Executive Chairman position held by Mr. Farkas is the principal executive officer of the Company. Mr. Farkas will hold this position for a term of three (3) years, with an automatic one (1) year renewal unless either party terminates Mr. Farkas' employment with the Company at least sixty (60) days prior to the expiration of the term.

We agreed that Mr. Farkas was paid $20,000 per month from July 24, 2015 to November 24, 2015 and we agreed to pay Mr. Farkas the equivalent of $15,000 per month in cash compensation for the past eighteen (18) months (from December 1, 2015 through May 31, 2017), or $270,000.

Prior to entering into the Original Farkas Employment Agreement, the Company and an entity controlled by Mr. Farkas entered into: (i) that certain Consulting Agreement dated October 20, 2009 (the "Consulting Agreement"); and (ii) that certain Car Charging Group, Inc. Fee/Commission Agreement dated November 17, 2009 (the "Fee Agreement") and, after entering into the Original Farkas Employment Agreement, the parties entered into that certain Patent License Agreement dated March 29, 2012 among the Company, Mr. Farkas and Balance Holdings, LLC and the March 11, 2016 Agreement regarding the Patent License Agreement (collectively with the Fee Agreement and the Consulting Agreement, the "Affiliate Agreements").

Upon the closing of the offering for which the Company filed a registration statement on Form S-1 on November 7, 2016 (as amended), Mr. Farkas will be paid: (i) $270,000 in cash for payments owed Mr. Farkas from December 1, 2015 through May 31, 2017; and (ii) at least $645,000 (the value of the accrued commissions on hardware sales, accrued commissions on revenue from charging stations due pursuant to the Affiliate Agreements, and accrued monthly stock compensation) in units of the Company's Common Stock and warrants sold in the offering at a 20% discount to the price per unit of the units sold in the offering. Pursuant to the Third Amendment, we and Mr. Farkas agreed that not all amounts due pursuant to the Affiliate Agreements had been calculated as of June 15, 2017. Once calculated prior to the offering, the additional amount shall be paid in the form of units at a 20% discount to the price per unit of the units sold in the offering.

In addition, pursuant to the Third Amendment, Mr. Farkas is due to receive (regardless of the status of the offering) warrants in replacement of expired warrants he was due to receive under the terms of the Original Farkas Employment Agreement. These warrants will expire five years after their issuance date (all share amounts and exercise prices in this paragraph are on a pre-split basis): (a) warrants for 100,000 shares of our Common Stock at an exercise price of $0.19 per share; (b) warrants for 3,433,335 shares of our Common Stock at an exercise price of $0.43 per share; and (c) warrants for 2,200,000 shares of our Common Stock at an exercise price of $0.74 per share. Mr. Farkas will also receive options (regardless of the status of the offering) for 350,000 shares of our Common Stock at an exercise price of $0.60 per share and options for 412,000 shares of our Common Stock at an exercise price of $0.75 per share in connection with amounts owed pursuant to the Affiliate Agreements.

The Third Amendment resolves all claims Mr. Farkas had with regard to the Affiliate Agreements.

Pursuant to the Third Amendment, Mr. Farkas' salary will be, prior to the closing of the offering, fifteen thousand dollars ($15,000) per month in cash and fifteen thousand dollars ($15,000) per month in shares of our Common Stock. Pursuant to the Third Amendment, Mr. Farkas will be entitled to salary and benefits for eighteen (18) months if he is terminated for a reason other than for cause (defined in the Original Farkas Employment Agreement as a conviction for committing or participating in an injurious act that constitutes fraud, gross negligence, misrepresentation, or embezzlement with regard to the Company). After the closing of the offering, Mr. Farkas' salary monthly salary during will be $30,000 of cash compensation. If the Company has positive EBITDA for a fiscal quarter during the term of Mr. Farkas' employment, his monthly salary shall be $40,000 of cash compensation for as long as the Company has positive EBITDA as assessed on a quarterly basis.

Mr. Farkas agreed that the Fee Agreement and the Consulting Agreement are suspended and no payments are due thereunder (other than the payments specified in the Third Amendment) for as long as he is a full-time employee of the Company and is due to be paid a monthly salary of at least $30,000.

The foregoing description of the terms of the Third Amendment is qualified in its entirety by reference to the provisions of the Agreement filed as Exhibit 10.4 to this Quarterly Report on Form 10-Q, which is incorporated by reference herein.

Compensation Agreement

We entered into a Fee/Commission Agreement with our Chief Operating Officer, Ira Feintuch, on November 17, 2009 that is substantially similar to the Fee/Commission Agreement we entered into with FGI discussed above. The Fee/Commission Agreement calls for us to pay Mr. Feintuch $500 for the first charging station installed at a client introduced by Mr. Feintuch and $250 for each additional station. Mr. Feintuch also receives a quarterly commission payment equal to 5% of gross revenue generated by each car charging station installed as a result of Mr. Feintuch's efforts. Mr. Feintuch has made certain claims for historical unpaid unquantifiable compensation pursuant to his Fee/Commission Agreement with the Company. The Company's reasonable estimate of the aggregate liability for FGI and our Chief Operating Officer is $445,000 (estimated as $277,000 payable in cash and $168,000 payable in stock options) which was accrued and is included within accrued expenses on the consolidated balance sheet as of December 31, 2016.

On June 16, 2017, the Company entered into a Compensation Agreement with Mr. Feintuch. The Compensation Agreement clarifies the accrued compensation owed to Mr. Feintuch under the Fee/Commission Agreement. Upon signing the Compensation Agreement, Mr. Feintuch received (i) options for 350,000 shares of the Company's Common Stock at an exercise price of $0.60 per share; and (ii) options for 480,000 shares of the Company's Common Stock at an exercise price of $0.75 per share.

Pursuant to the Compensation Agreement, Mr. Feintuch is due to receive (regardless of the status of the offering) $142,250 for accrued commission on hardware sales and $31,969 for accrued commissions on revenue from charging stations. The aforementioned amounts of commissions on hardware sales and revenue from charging stations were calculated through March 31, 2017. The Company and Mr. Feintuch agreed that from April 1, 2017 through the closing of the offering, these commissions shall be calculated using the same formula (the "Additional Amounts"), and once approved by the Compensation Committee of the Board, will be paid to Mr. Feintuch.

The timing of the payments described above shall be as follows: The Company shall pay Mr. Feintuch (i) $130,664 in cash (75% of the value of the accrued commissions on hardware sales and accrued commission on revenues from charging stations as calculated through March 31, 2017 and (ii) an amount of cash equal to 75% of the Additional Amounts by the third (3^{rd}) business day following the closing of the offering. By the third (3^{rd}) business day following the closing of the offering, the Company shall also issue to Mr. Feintuch (i) units of shares of Common Stock and warrants sold in the offering with a value of $43,555 (25% of the value of the accrued commissions on hardware sales and the accrued commission on revenue from charging stations, as calculated through March 31, 2017) at a 20% discount to the price per unit of the units sold in the offering; and (ii) an amount of units with a value of 25% of the Additional Amounts at a 20% discount to the price per unit of the units sold in the offering.

The Compensation Agreement resolves all claims Mr. Feintuch had with regard to the Fee/Commission Agreement.

The foregoing description of the terms of the Compensation Agreement is qualified in its entirety by reference to the provisions of the Agreement filed as Exhibit 10.3 to this Quarterly Report on Form 10-Q, which is incorporated by reference herein.

Warrant Exchange Agreement

On August 14, 2017, the Company and Wolverine Flagship Fund Trading Limited (“Wolverine”) entered into a Warrant Exchange Agreement (the “Warrant Agreement”). Pursuant to the Warrant Agreement, Wolverine agreed to exchange its 2,500,000 warrant shares for the same number of shares of the Company’s common stock. There is no “lockup” agreement with regard to the shares of common stock Wolverine is receiving pursuant to the Warrant Agreement.

The foregoing description of the terms of the Warrant Agreement is qualified in its entirety by reference to the provisions of the Warrant Agreement filed as Exhibit 10.7 to this Quarterly Report on Form 10-Q, which is incorporated by reference herein.

Accrued Board Compensation

On June 8, 2017, the Board approved the following compensation to be paid to members of the Board based on the accrued amounts owed to such Board members as of March 31, 2017. The compensation will be paid by the third business day following: (i) a public offering of the Company’s securities; and (ii) the listing of the Company’s shares of common stock on the NASDAQ or other national securities exchange (collectively, the “Offering”);

Cash Compensation for Attendance at Board Meetings

Donald Engel - $69,827; Michael Farkas - $46,651; Mike Calise – $34,913; Andrew Shapiro – $32,203; Andy Kinard – $32,095 (Board Member until July 17, 2017); and Kevin Evans – $11,122 (Board Member from October 19, 2016 to December 8, 2016).

Additional Cash Compensation

Mr. Shapiro – $117,500 (this amount represents accrued fees of $25,000 per quarter payable pursuant to Mr. Shapiro’s Offer Letter Agreement with the Company dated March 27, 2014).

Issuance of Securities for Attendance at Board Meetings

Each of Messrs. Farkas, Kinard, and Calise will receive units of shares of the Company’s common stock and warrants (with each such warrant having an exercise price equal to the price per unit of the units sold in the Offering) with the total units issued to each Board member having the values listed below based on a twenty percent (20%) discount to the price per unit of the units sold in the Offering: Mr. Farkas - $46,651; Mr. Calise – $34,913; and Mr. Kinard – $32,095.

Mr. Shapiro will receive warrants with an exercise price per warrant share equal to the price per unit of the units sold in the Offering with the total warrants issued having a value of $32,203 based on the valuation of Doty Scott Enterprises, Inc. of the warrants sold in the Offering.

ITEM 6. EXHIBITS.

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed or Furnished Herewith
		Form	Exhibit	Filing Date	
10.1	Amendment #2 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated May 15, 2017	10-Q	10.3	05/15/2017	
10.2	Amendment #3 to the Securities Purchase Agreement, between JMJ Financial and the Company, dated June 15, 2017	S-1	10.35	07/06/2017	
10.3	Compensation Agreement by and between the Company and Ira Feintuch dated June 16, 2017	S-1	10.2	07/06/2017	
10.4	Third Amendment to Executive Employment Agreement by and between the Company and Michael D. Farkas dated June 15, 2017	S-1	10.7	07/06/2017	
10.5	Form of Series A Preferred Stock Letter Agreements	S-1	10.8	07/06/2017	
10.6	Form of Series C Preferred Stock and Warrants Letter Agreements	S-1	10.37	07/06/2017	
10.7	Warrant Exchange Agreement between Wolverine Flagship Fund Trading Limited and the Company, dated August 14, 2017				X
31.1	Certification of Principal Executive Officer, pursuant to 18 U. S. C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Principal Financial Officer, pursuant to 18 U. S. C. Section 1350 as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1*	Certification of Principal Executive Officer, pursuant to 18 U. S. C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2*	Certification of Principal Financial Officer, pursuant to 18 U. S. C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	XBRL Instance.				X
101.XSD	XBRL Schema.				X
101.PRE	XBRL Presentation.				X
101.CAL	XBRL Calculation.				X
101.DEF	XBRL Definition.				X
101.LAB	XBRL Label.				X

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

Date: August 18, 2017	**CAR CHARGING GROUP, INC.**
	By: */s/ Michael D. Farkas*
	Michael D. Farkas
	Executive Chairman
	(Principal Executive Officer)

WARRANT EXCHANGE AGREEMENT

This Warrant Exchange Agreement (this "Agreement") is dated as of August 14, 2017, by and between Car Charging Group, Inc., a Nevada Corporation (the "Company"), and Wolverine Flagship Fund Trading Limited (the "Holder").

RECITALS

WHEREAS, the Holder currently hold warrants to purchase an aggregate total of 2,500,000 shares of the Company's common stock, par value $0.001 per share ("Common Stock") (the "Warrants"), which Warrants are more particularly identified on Schedule A attached hereto; and

WHEREAS, subject to the terms and conditions set forth herein and pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), the Company desires to exchange with the Holder, and the Holder, desires to exchange with the Company, the Warrants for 2,500,000 shares (the "Exchange Shares", and such number of Exchange Shares, the "Exchange Share Amount") of the Company's Common Stock (the "Exchange").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby agreed and acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Securities Exchange.

(a) In consideration of and in express reliance upon the representations, warranties, covenants, terms and conditions of this Agreement and in reliance on the exemption from registration set forth in Rule 3(a)(9) of the Securities Act, subject to the satisfaction of each of the conditions set forth in Sections 4 and 5 hereof, the Company and the Holder hereby agree that, all the Warrants held by the Holder shall be exchanged for the Exchange Share Amount of Exchange Shares on the date hereof. The Holder agrees to deliver and surrender to the Company for cancellation the Warrants as soon as commercially practicable after the date hereof.

(b) The closing under this Agreement (the "Closing") shall take place upon the satisfaction of each of the conditions set forth in Sections 4 and 5 hereof (the "Closing Date").

(c) At the Closing, the Company shall issue the Exchange Share Amount of Exchange Shares to the Holder on the books and records of the Company, which shall be held in book-entry form with a restrictive legend with the transfer agent of the Company. On the Closing Date, the Company shall deliver evidence to the Holder that the Exchange Shares have been issued to the Holder. On the Closing Date the Holder shall be deemed for all corporate purposes to have become the holder of record of the Exchange Shares.

(d) Upon each resale of all, or any part, of the Exchange Shares and delivery of a legal opinion by counsel of the Holder with respect to each such resale (each such date, a "Opinion Delivery Date"), the Company shall, no later than the third (3^{rd}) Trading Day after each such Opinion Delivery Date (or such earlier date as required for the settlement of trades occurring on such Opinion Delivery Date pursuant to the Securities Exchange Act of 1934, as amended), (each a "DTC Share Delivery Deadline"), cause such applicable Exchange Shares subject to such resale to be delivered to the Holder or its designee's balance account with the Depository Trust Company ("DTC") in accordance with the DTC instructions delivered by the Holder to the Company (the "DTC Shares").

(e) If the Company shall fail for any reason or for no reason to deliver to the Holder by the applicable DTC Share Delivery Deadline the DTC Shares due to the Holder pursuant to Section 1(d) above by electronic delivery at the applicable balance account at DTC, and if on or after such DTC Share Delivery Deadline the Holder effects a Buy-In (as defined in the Warrants), then the Company shall, within three (3) Trading Days after the Holder's request and in the Holder's discretion, either (i) pay the Buy-In Price (as defined in the Warrants) in cash, at which point the Company's obligation to deliver such DTC Shares shall terminate, or (ii) promptly honor its obligation to electronically deliver to the Holder such unlegended DTC Shares as provided above and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock, times (B) any trading price of the Common Stock selected by the Holder in writing as in effect at any time during the period beginning on the date hereof and ending on the date the Company satisfies its obligations in full pursuant to this Section 1(e)).

(f) The Company and the Holder shall execute and/or deliver such other documents and agreements as are customary and reasonably necessary to effectuate the Exchange.

2 . Representations, Warranties and Covenants of the Holder. The Holder hereby makes the following representations and warranties to the Company, and covenants for the benefit of the Company:

(a) The Holder is validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) This Agreement has been duly authorized, validly executed and delivered by the Holder and is a valid and binding agreement and obligation of the Holder, enforceable against the Holder in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Holder has full power and authority to execute and deliver the Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(c) The Holder understands that the Exchange Shares are being offered and sold in reliance on specific provisions of Federal and state securities laws, specifically Section 3(a)(9) of the Securities Act, and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Holder set forth herein for purposes of qualifying for exemptions from registration under the Securities Act and applicable state securities laws.

(d) The Holder is an "qualified institutional buyer" as defined under Rule 144A of the Securities Act.

(e) The Holder will be acquiring the Exchange Shares for its own account, for investment purposes, and not with a view to any resale or distribution in whole or in part, in violation of the Securities Act or any applicable securities laws; provided, however, that notwithstanding the foregoing, the Holder does not covenant to hold the Exchange Shares for any minimum period of time.

(f) The Holder owns and holds, beneficially and of record, the entire right, title, and interest in and to the Warrants free and clear of all rights and Encumbrances (as defined below). The Holder hereby waives any registration rights to which the Holder may have been or may be entitled with regard to the Warrants and Exchange Shares. The Holder has the full power and authority to vote, transfer and dispose of the Warrants free and clear of any right or Encumbrance other than restrictions under the Securities Act and applicable state securities laws. Other than the transactions contemplated by this Agreement, there is no outstanding vote, plan, pending proposal, or other right of any person to acquire all or any of the Warrants. As used herein, "Encumbrances" shall mean any security or other property interest or right, claim, lien, pledge, option, charge, security interest, contingent or conditional sale, or other title claim or retention agreement, interest or other right or claim of third parties, whether perfected or not perfected, voluntarily incurred or arising by operation of law, and including any agreement (other than this Agreement) to grant or submit to any of the foregoing in the future.

3 . Representations, Warranties and Covenants of the Company. The Company represents and warrants to the Holder, and covenants for the benefit of the Holder, as follows:

(a) The Company has been duly incorporated and is validly existing and in good standing under the laws of the state of Nevada, with full corporate power and authority to own, lease and operate its properties and to conduct its business as currently conducted, and is duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to register or qualify would not have a Material Adverse Effect. For purposes of this Agreement, "Material Adverse Effect " shall mean any material adverse effect on the business, operations, properties, prospects, or financial condition of the Company and its subsidiaries and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Agreement in any material respect.

(b) The issuance of the Exchange Shares is duly authorized and, upon issuance in accordance with the terms hereof, the Exchange Shares shall be validly issued, fully paid and non-assessable and free from all preemptive or similar rights, taxes, liens and charges and other encumbrances with respect to the issue thereof and the Exchange Shares shall be fully paid and nonassessable with the holder thereof being entitled to all rights accorded to a holder of Common Stock. No commission or other remuneration has been paid by the Holder to the Company in connection with the Exchange or any transactions contemplated hereby.

(c) This Agreement has been duly authorized, validly executed and delivered on behalf of the Company and is a valid and binding agreement and obligation of the Company enforceable against the Company in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Company has full power and authority to execute and deliver the Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(d) The execution and delivery of the Agreement and the consummation of the transactions contemplated by this Agreement by the Company, will not (i) conflict with or result in a breach of or a default under any of the terms or provisions of, (A) the Company's certificate of incorporation or by-laws, or (B) of any material provision of any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its material properties or assets is bound, (ii) result in a violation of any provision of any law, statute, rule, regulation, or any existing applicable decree, judgment or order by any court, Federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company, or any of its material properties or assets or (iii) result in the creation or imposition of any material lien, charge or encumbrance upon any material property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of their property or any of them is subject except in the case of clauses (i)(B), (ii) or (iii) for any such conflicts, breaches, or defaults or any liens, charges, or encumbrances which would not have a Material Adverse Effect.

(e) Assuming the accuracy of the representations and warranties of the Holder contained herein, the Exchange is exempt from registration under the Securities Act, pursuant to the exemption provided by Section 3(a)(9) thereof, and applicable state securities laws.

(f) No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Agreement or the offer, sale or issuance of the Exchange Shares or the consummation of any other transaction contemplated by this Agreement.

(g) The Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and delivery of the Exchange Shares hereunder. Neither the Company nor anyone acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Exchange Shares, or similar securities to, or solicit offers with respect thereto from, or enter into any preliminary conversations or negotiations relating thereto with, any person, or has taken or will take any action so as to bring the issuance and sale of any of the Exchange Shares under the registration provisions of the Securities Act and applicable state securities laws. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of any of the Exchange Shares.

(h) The Company represents that it has not paid, and shall not pay, any commissions or other remuneration, directly or indirectly, to any third party for the solicitation of the Exchange. Other than the exchange of the Warrants, the Company has not received any consideration for the Exchange Shares.

4. Conditions Precedent to the Obligation of the Company to Consummate the Exchange. The obligation hereunder of the Company to issue and deliver the Exchange Shares to the Holder and consummate the Exchange is subject to the satisfaction or waiver, at or before the Closing Date, of each of the conditions set forth below. These conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion.

(a) The Holder shall have executed and delivered this Agreement.

(b) The Holder shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Holder at or prior to the Closing Date.

(c) The representations and warranties of the Holder shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time, except for representations and warranties that are expressly made as of a particular date, which shall be true and correct in all material respects as of such date.

5. Conditions Precedent to the Obligation of the Holder to Consummate the Exchange. The obligation hereunder of the Holder to surrender the Warrants, accept the Exchange Shares and consummate the Exchange is subject to the satisfaction or waiver, at or before the Closing Date, of each of the conditions set forth below. These conditions are for the Holder's sole benefit and may be waived by the Holder at any time in its sole discretion.

(a) The Company shall have executed and delivered this Agreement.

(b) The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

(c) Each of the representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time, except for representations and warranties that speak as of a particular date, which shall be true and correct in all material respects as of such date.

(d) No statute, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement at or prior to the Closing Date.

(e) As of the Closing Date, no action, suit or proceeding before or by any court or governmental agency or body, domestic or foreign, shall be pending against or affecting the Company, or any of its prope1iies, which questions the validity of the Agreement or the transactions contemplated thereby or any action taken or to be taken pursuant thereto. As of the Closing Date, no action, suit, claim or proceeding before or by any court or governmental agency or body, domestic or foreign, shall be pending against or affecting the Company, or any of its properties, which, if adversely determined, is reasonably likely to result in a Material Adverse Effect.

6. Covenants.

(a) The Company shall file, on or before 5:30 p.m., New York City time on August 21, 2017: (i) a current report on Form 8-K with the Securities and Exchange Commission (the "SEC"); (ii) a press release, (iii) an Amendment to its Registration Statement on Form S-1/A (File No. 333-214461) with the SEC; or (iv) a Quarterly Report on Form 10-Q with the SEC (the particular filing made shall be referred to herein as the "Public Disclosure"), relating to the transactions contemplated by this Agreement and attaching (in the case of a 8-K, S-1/A, or 10-Q) the form of this Agreement (including, without limitation, all schedules and exhibits to such agreement, if any) as an exhibit to such 8-K, S-1/A, or 10-Q. From and after the filing of the Public Disclosure, the Holder shall not be in possession of any material, nonpublic information received from the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates (as defined in the Warrants), employees or agents, that is not disclosed in the Public Disclosure. In addition, effective upon the filing of the Public Disclosure, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents, on the one hand, and the Holder or any of its Affiliates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, Affiliates, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates employees or agents delivers any material, non-public information to the Holder without the Holder's consent, the Company hereby covenants and agrees that the Holder's shall not have any duty of confidentiality to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents with respect to, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, Affiliates, employees or agents not to trade on the basis of, such material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting transactions in securities of the Company.

(b) The Company shall promptly secure the listing of all of (i) the Exchange Shares and (ii) any capital stock of the Company issued or issuable with respect to the Exchange Shares, as applicable, as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise (the "Listed Securities") upon each national securities exchange and automated quotation system, if any, upon which the Common Stock is then listed (subject to official notice of issuance) and shall maintain such listing of all Listed Securities. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 6(b).

(c) The Company hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof, that none of the terms offered to any Person with respect to any consent, release, amendment, settlement or waiver relating to the terms, conditions and transactions contemplated hereby (each a "Settlement Document"), is or will be more favorable to such Person than those of the Holder and this Agreement. If, and whenever on or after the date hereof the Company enters into a Settlement Document, then (i) the Company shall provide notice thereof to the Holder immediately following the occurrence thereof and (ii) the terms and conditions of this Agreement shall be, without any further action by the Holder or the Company, automatically amended and modified in an economically and legally equivalent manner such that the Holder shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Settlement Document, provided that upon written notice to the Company at any time the Holder may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Agreement shall apply to the Holder as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to the Holder. The provisions of this Section 6(c) shall apply similarly and equally to each Settlement Document.

(d) For the purposes of Rule 4(a)(1) and, if applicable, Rule 144, the Company acknowledges that the holding period of (i) the Exchange Shares may be tacked onto the holding period of the Warrant, and the Company agrees not to take a position contrary to this Section 6(d). The Company agrees to take all actions necessary to issue the DTC Shares that are freely tradable without restriction and not containing any restrictive legend in accordance with Section 1(d) hereof upon the receipt on the Opinion Delivery Date of the legal opinion by counsel of the Holder referred to in Section 1(d) hereof.

(e) The Company shall make all filings and reports relating to the Exchange required under applicable securities or "Blue Sky" laws of the states of the United States following the date hereof, if any.

7. Miscellaneous.

(a) Governing Law; Consent to Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such 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 manner permitted by law. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE HOLDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST COMPANY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY**.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, express overnight courier, registered first class mail, or email (provided that any notice sent by email shall be confirmed by other means pursuant to this Section 7), initially to the address set forth below, and thereafter at such other address, notice of which is given in accordance with the provisions of this Section.

(i) if to the Company:

Car Charging Group, Inc.
3284 N 29th Ct.
Hollywood, FL 33020-1320
Attention: Mike Calise
Email:
Tel. No.: (305) 521-0200

(ii) if to the Holder:

Wolverine Flagship Fund Trading Limited
175 W. Jackson Blvd., Suite 340
Chicago, Illinois 60604
Attention:
Email:
Tel. No.:

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; when receipt is acknowledged, if emailed; or when actually received or refused if sent by other means.

(c) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous oral or written proposals or agreements relating thereto all of which are merged herein. This Agreement may not be amended or any provision hereof waived in whole or in part, except by a written amendment signed by both of the parties.

(d) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

(e) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Warrants.

(g) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(h) Survival. The representations, warranties and covenants of the Company and the Holder contained herein shall survive the Closing and delivery of the Exchange Shares.

(i) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(k) Fees and Expenses. Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp and other taxes and duties levied in connection with the transactions contemplated hereby, if any.

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, this Agreement was duly executed on the date first written above

CAR CHARGING GROUP, INC.

By: ____
Name:
Title:

HOLDER:

WOLVERINE FLAGSHIP FUND TRADING LIMITED

By: ____

SCHEDULE A

SCHEDULE OF WARRANTS

Warrant Holder	Warrant Number	Date of Issuance	Date of Expiration	Number Outstanding
Wolverine Flagship Fund Trading Limited				

Exhibit 31.1

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

I, Michael D. Farkas, certify that:

1. I have reviewed this quarterly report on 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 principles;

   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.

By: */s/ Michael D. Farkas*
Michael D. Farkas
Executive Chairman
(Principal Executive Officer)
August 18, 2017

Exhibit 31.2

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

I, Michael J. Calise, certify that:

1. I have reviewed this quarterly report on 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 principles;

   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.

By: */s/ Michael J. Calise*
Michael J. Calise
Chief Executive Officer
(Interim Principal Financial Officer)
August 18, 2017

Exhibit 32.1

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

In connection with this Quarterly Report of Car Charging Group, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Calise, Chief Executive Officer and Interim Principal 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 quarter ended June 30, 2017, 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 quarter ended June 30, 2017, 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)
August 18, 2017

Exhibit 32.2

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

In connection with this Quarterly Report of Car Charging Group, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Calise, Chief Executive Officer and Interim Principal 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 quarter ended June 30, 2017, 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 quarter ended June 30, 2017, fairly presents, in all material respects, the financial condition and results of operations of Car Charging Group, Inc.

By: */s/ Michael J. Calise*
Michael J. Calise
Chief Executive Officer
(Interim Principal Financial Officer)
August 18, 2017