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UNITED STATES BANKRUPTCY COURT
 DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
 ENGINEERING CORPORATION (d/b/a
 ECOTALITY NORTH AMERICA), *et al.*,¹

Debtors.

Case No. 2:13-BK-16126 (MCW)

Chapter 11

Jointly Administered

**NOTICE OF FILING OF (1) CERTAIN
 REVISED DOCUMENTS TO THE PLAN
 SUPPLEMENT AND TO THE FIRST
 SUPPLEMENT TO THE PLAN SUPPLEMENT
 AND (2) SECOND SUPPLEMENT TO PLAN
 SUPPLEMENT TO DEBTORS' JOINT
 CHAPTER 11 PLAN OF REORGANIZATION**

This filing applies to:

☒ All Debtors

☐ Specified Debtors

¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECotality, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECotality Stores, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECotality, Inc., P.O. Box 20336, Phoenix, AZ 85036-0336.



1 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2 1. On October 31, 2014, the United States Bankruptcy Court for the District of Arizona
3 (the “*Court*”) entered an order [Docket No. 701] (the “*Disclosure Statement Order*”): (a) approving the
4 *Disclosure Statement for the Debtors’ Joint Chapter 11 Plan of Reorganization* (the “*Disclosure*
5 *Statement*”) on a conditional basis; (b) authorizing the above-captioned debtors and debtors in
6 possession (the “*Debtors*”) to solicit acceptances for the *Debtors’ Joint Chapter 11 Plan of*
7 *Reorganization* (as modified, amended or supplemented from time to time, the “*Plan*”); (c) approving
8 the solicitation materials and documents to be included in the solicitation packages (the “*Solicitation*
9 *Packages*”); and (d) approving procedures for soliciting, receiving and tabulating votes on the Plan and
10 for filing objections to the Plan.² A hearing to consider final approval of the Disclosure Statement and
11 confirmation of the Plan was held on December 18, 2014.

12 2. As contemplated by the Plan and the Disclosure Statement Order, the Debtors filed with
13 the Court the Plan Supplement on November 28, 2014 [Docket No. 711] and the First Supplement to
14 the Plan Supplement on December 5, 2014 [Docket No. 723]. The Debtors are now filing revised
15 versions of certain of those documents contained in the Plan Supplement and the First Supplement to
16 the Plan Supplement, as applicable, each of which may be further altered, modified or supplemented, as
17 set forth below:

18 Annex 1 Revised Qualified Creditor Stock Trust Agreement (Plan Supplement,
19 Ex. B)

20 Annex 2 Revised Tax Sharing Agreement (Plan Supplement, Ex. C)

21 Annex 3 Revised CCGI Preferred Share Certificate (First Supplement to Plan
22 Supplement, Ex. E)

23 For the convenience of the Court and parties in interest, blacklines of each of the foregoing are
24 further attached hereto as Annexes 4 through 6, respectively.

25 3. In addition, the Debtors also are now filing the Second Supplement to the Plan
26 Supplement with the Court, which contains the following documents, each of which may be altered,
27 modified or supplemented, as set forth below:

28 Exhibit F Proposed Members of the New Board

Exhibit G Operating Line of Credit Term Sheet

4. **The forms of the documents contained in the Plan Supplement, the First Supplement to the Plan Supplement and the Second Supplement to the Plan Supplement, as altered, modified or further supplemented, are integral to, and are considered part of, the Plan. If the Plan is approved, the Plan Supplement, the First Supplement to the Plan Supplement and the Second Supplement to the Plan Supplement will be approved as well.**

5. The Debtors reserve the right to further alter, amend, modify or supplement any document in the Plan Supplement, the First Supplement to the Plan Supplement and the Second Supplement to the Plan Supplement, as provided by the Plan; provided that if any such document is

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

1 altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of
2 such document with the Bankruptcy Court.

3 6. Consistent with the Disclosure Statement Order, parties may obtain copies of the
4 Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, the First
5 Supplement to the Plan Supplement, the Second Supplement to the Plan Supplement and other
6 documents and materials included in the Solicitation Package (except Ballots) from Kurtzman Carson
7 Consultants LLC, the claims and noticing agent retained by the Debtors in these chapter 11 cases (the
8 “*Claims and Noticing Agent*”) by: (a) accessing the case website at <http://www.kccllc.net/ECOTality>;
9 (b) e-mailing the Claims and Noticing Agent at ECOInfo@kccllc.com; or (c) calling the Claims and
10 Noticing Agent at (866) 967-1788. You may also obtain copies of any pleadings filed in these chapter
11 11 cases for a fee via PACER at www.azb.uscourts.gov.
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Annex 1

Revised Qualified Creditor Stock Trust Agreement

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QUALIFIED CREDITOR STOCK TRUST AGREEMENT

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QUALIFIED CREDITOR STOCK TRUST AGREEMENT

ECOTALITY CONSOLIDATED QUALIFIED CREDITOR STOCK TRUST AGREEMENT, dated as of _____, 2014 (the “Stock Trust Agreement”), by and among Reorganized ECOTality, as settlor, and Carolyn J. Johnsen (the “Stock Trustee”), as trustee of ECOTality Consolidated Qualified Creditor Trust (the “Stock Trust”) referred to herein. The Debtors and the Stock Trustee hereby establish the Stock Trust, pursuant to the provisions set forth herein.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors’ Joint Chapter 11 Plan of Reorganization* (as confirmed, the “Plan”).

Background

A. On September 16, 2013, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

B. On or about October 28, 2014, the Debtors filed the Plan and the Disclosure Statement.

C. The Disclosure Statement was conditionally approved on October 20, 2014, and approved on a final basis on [December 15, 2014].

D. On or about [December 15, 2014], the Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Plan.

E. The Plan provides that (i) on the Effective Date and pursuant to the terms of this Stock Trust Agreement, the Stock Trust shall be created and all of the Stock Trust Assets (including, without limitation, 50% of the issued and outstanding shares of common stock of Reorganized ECOTality, together with all related voting and other rights, privileges and powers of a stockholder of Reorganized ECOTality pursuant to this Stock Trust Agreement, the articles of incorporation and the bylaws of Reorganized ECOTality as of the Effective Date (as the same may be amended from time to time, and applicable state law) shall be transferred to the Stock Trust, solely to be held by the Stock Trustee and for distribution in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order and (ii) no later than five (5) business days after the exercise of remedies upon an event of default under the Operating Line of Credit, the Plan Contributor shall pay the Minimum Distribution (less any amounts previously paid to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries pursuant to the Tax Sharing Agreement and the Stock Trust Agreement, as applicable) to the Stock Trust, without setoff or reduction of any kind or for any purpose, which amounts shall be distributed

for the benefit of Qualified Creditor Stock Beneficiaries pursuant to the Trust Agreements, as applicable.

F. The Stock Trust is being created pursuant to this Stock Trust Agreement for the sole purpose of administering, managing and distributing, as applicable, the Stock Trust Assets and preserving the value of the Stock Trust Assets and/or the proceeds thereof for the benefit of Creditors (collectively, the “Qualified Creditor Stock Beneficiaries”) with an Allowed General Unsecured Claim against the Debtors that is indebtedness described in section 382(l)(5)(E) of Internal Revenue Code of 1986, as amended (the “Tax Code”), in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order.

G. Pursuant to the Plan, the Liquidating Trust is being created pursuant to the Liquidating Trust Agreement for the sole purpose of liquidating, administering and distributing the Liquidating Trust Assets for the benefit of Liquidating Trust Beneficiaries, each of whom may also be Qualified Creditor Stock Trust Beneficiaries.

H. The Stock Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes within the meaning of Treasury Regulations Section 301.7701-4(d) and as a “grantor trust” to each Qualified Creditor Stock Beneficiary for U.S. federal income tax purposes, pursuant to the provisions of Subpart E of Subchapter J of Chapter 1 of the Tax Code, and to be exempt from the requirements of the Investment Company Act of 1940 pursuant, *inter alia*, to Sections 7(a) and 7(b) thereof.

I. In the event the Stock Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), the parties to this Stock Trust Agreement intend that the Stock Trustee take any action deemed necessary to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting the Stock Trust into a Delaware limited liability partnership or limited liability company.

J. The Stock Trustee shall have all powers necessary to implement the provisions of this Stock Trust Agreement and administer the Stock Trust, including, without limitation, the power to (i) administer and manage the Stock Trust Assets; (ii) distribute the Stock Trust Assets to the Qualified Creditor Stock Beneficiaries; (iii) transfer any or all of the Stock Trust Assets without the necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law; and (iv) otherwise perform the functions and take the actions provided for in this Stock Trust Agreement or permitted in the Plan or in any other agreement executed pursuant to the Plan.

K. **NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, Reorganized ECOTality and the Stock Trustee agree as follows:

ARTICLE I
DECLARATION OF TRUST

I.1 Creation of Trust. Reorganized ECOTality and the Stock Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, hereby constitute and create the Stock Trust, which shall bear the name “ECOTality Consolidated Stock Trust.” In connection with the exercise of the Stock Trustee’s power hereunder, the Stock Trustee may use this name or such variation thereof as the Stock Trustee sees fit.

I.2 Purpose of Stock Trust. The purpose of this Stock Trust Agreement is to implement the Plan on behalf, and for the benefit, of the Qualified Creditor Stock Beneficiaries by serving as a mechanism for managing, administering and distributing, as applicable, the Stock Trust Assets and/or proceeds thereof (including sale proceeds) to the Qualified Creditor Stock Beneficiaries in accordance with this Stock Trust Agreement, the Plan, the Confirmation Order and Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The Stock Trust (a) will not hold itself out as an investment company or an entity engaged in the conduct of a trade or business and (b) will not conduct a trade or business.

I.3 Transfer of Stock Trust Assets.

(a) Reorganized ECOTality hereby transfers on the Effective Date all of the Stock Trust Assets to the Stock Trust for the sole benefit of the Qualified Creditor Stock Beneficiaries pursuant to Bankruptcy Code sections 1123(a)(5)(B) and 1123(b)(3)(B) and in accordance with the Plan and the Confirmation Order, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Bankruptcy Code section 1141(c). The Stock Trust Assets and all other property held from time to time by the Stock Trust under this Stock Trust Agreement, and any earnings, including, without limitation, interest or dividends, on any of the foregoing, are to be applied by the Stock Trustee in accordance with the terms hereof, the Plan and the Confirmation Order for the benefit of the Qualified Creditor Stock Beneficiaries, and for no other party, subject to the further covenants, conditions and terms hereinafter set forth.

(b) For all federal, state and local income tax purposes, all relevant parties (including, without limitation, the Debtors, Reorganized ECOTality, the Stock Trustee and the Qualified Creditor Stock Beneficiaries) shall treat the transfer of the Stock Trust Assets to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries, regardless of whether the applicable Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the Stock Trust (but only at such time as actually transferred) as each holder of an Allowed General Unsecured Claim against the Debtors that is indebtedness described in section 382(l)(5)(E) of the Tax

Code, transferring such Allowed General Unsecured Claim to the Debtors in exchange for such holder's share of the Stock Trust Assets in addition to other distributions to which such holder may be entitled under the Plan (the "Beneficial Interests"). Such holder (and all holders collectively) shall be treated as the grantor(s) and owner(s) of the Stock Trust.

(c) As soon as possible after the Effective Date, but in no event later than one hundred and twenty (120) days thereafter, the Stock Trustee, in reliance upon such professionals as the Stock Trustee may retain in accordance with the Plan and this Stock Trust Agreement, shall make a good faith valuation of the Stock Trust Assets.

I.4 Appointment and Acceptance of Stock Trustee. The Stock Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The Stock Trustee accepts the Stock Trust created by this Stock Trust Agreement and the grant, assignment, transfer, conveyance and delivery to the Stock Trustee on behalf, and for the benefit, of the Qualified Creditor Stock Beneficiaries, by Reorganized ECOTality of all of its respective right, title and interest in the Stock Trust Assets, upon and subject to the terms and conditions set forth herein, in the Plan and in the Confirmation Order.

I.5 No Reversion to Reorganized ECOTality. In no event shall any part of the Stock Trust Assets revert to or be distributed to Reorganized ECOTality. To the extent that any property or Stock Trust Assets remain in the Stock Trust after satisfaction in full of all Allowed General Unsecured Claims against Debtors, and all of the costs and expenses of the administration of the Stock Trust, the Stock Trustee shall donate and distribute such Stock Trust Assets to a charitable organization selected by the Stock Trustee that is (a) described in section 501(c)(3) of the Tax Code, (b) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (c) not a "private foundation," as defined in section 509(a) of the Tax Code, and (d) unrelated to the Debtors, the Stock Trust and any insider of the Stock Trustee.

I.6 Incidents of Ownership. The Qualified Creditor Stock Beneficiaries shall be the sole beneficiaries of the Stock Trust and the Stock Trust Assets, and the Stock Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein, in the Plan and in the Confirmation Order, including, but not limited to, those powers set forth in Section VI.1 hereof.

The foregoing notwithstanding, however, the Stock Trustee, and not the Qualified Creditor Stock Beneficiaries, shall possess any and all incidents of ownership relating to the right to vote any shares comprising any part of the Stock Trust Assets in any corporation or other entity to which the Stock Trust Assets relate.

ARTICLE II

QUALIFIED CREDITOR STOCK BENEFICIARIES

II.1 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a Beneficial Interest, the Stock Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the Stock Trustee may elect to make no payment or distribution with respect to the Beneficial Interest represented by the claims or demands involved, or any part thereof, and the Stock Trustee shall refer such conflicting claims or demands to the Bankruptcy Court and/or any court of competent jurisdiction, as may be appropriate, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the Stock Trustee shall not be or become liable to any party for its refusal to comply with any of such conflicting claims or demands. The Stock Trustee shall be entitled to refuse to act until either (a) the rights of the adverse claimants have been adjudicated by a Final Order or (b) all differences have been resolved by a written agreement among all of such parties and the Stock Trustee, which agreement shall include a complete release of the Stock Trust and the Stock Trustee (the occurrence of either (a) or (b) being referred to as a “Dispute Resolution” in this Section II.1). Until a Dispute Resolution is reached with respect to such conflicting claims or demands, the Stock Trustee shall hold in a segregated account with a U.S. financial institution any payments or distributions from the Stock Trust to be made with respect to the Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the Stock Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

II.2 Rights of Qualified Creditor Stock Beneficiaries. Each Qualified Creditor Stock Beneficiaries shall be entitled to participate in the rights and benefits due to a Qualified Creditor Stock Beneficiary hereunder according to the terms of this Stock Trust Agreement. Each Qualified Creditor Stock Beneficiary shall take and hold the same, subject to all the terms and conditions of this Stock Trust Agreement, the Plan and the Confirmation Order. The interest of a Qualified Creditor Stock Beneficiary is hereby declared and shall be, in all respects, personal property. Except as expressly provided hereunder, a Qualified Creditor Stock Beneficiary shall have no title to, right to, possession of, management of or control of the Stock Trust or the Stock Trust Assets.

II.3 Interest Beneficial Only. The ownership of a Beneficial Interest in the Stock Trust shall not entitle any Qualified Creditor Stock Beneficiary to any title in or to any of the Stock Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

II.4 Evidence of Beneficial Interest. Ownership of a Beneficial Interest in the Stock Trust will be evidenced by the books and records of the Stock Trust maintained by the Stock Trustee. The Stock Trustee shall, upon written request of a Qualified Creditor Stock Beneficiary, provide reasonably adequate documentary evidence of such Qualified Creditor Stock Beneficiary’s Beneficial Interest, as indicated in the books and records of the Stock Trust, provided, however, that no physical certificates

shall be issued representing the Beneficial Interests. The expense of providing such documentation shall be borne solely by the requesting Qualified Creditor Stock Beneficiaries.

II.5 Transfers of Beneficial Interests. Beneficial Interests may be transferred, sold or assigned only by operation of law as provided for in this Stock Trust Agreement and the Plan. For the avoidance of doubt, the transfer of any Beneficial Interests in accordance with the terms of this Stock Trust Agreement or the Plan is not intended to create or facilitate the creation of an active trading market for the Beneficial Interests and the Stock Trustee shall not encourage or facilitate the creation of an active trading market in the Beneficial Interests.

ARTICLE III

DURATION AND TERMINATION OF STOCK TRUST

III.1 Duration. The Stock Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The Stock Trust shall terminate (the “Termination Date”) automatically upon the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, multiple extensions can be obtained so long as Bankruptcy Court approval is obtained on a date within the period of six (6) months prior to the expiration of each extended term and the Stock Trustee receives a favorable ruling from the Internal Revenue Service (“IRS”) that any further extension would not adversely affect the status of the Stock Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) for federal income tax purposes. Notwithstanding the foregoing, after the termination of the Stock Trust, the Stock Trustee shall have the power to exercise all powers, authorities and discretions herein conferred until the complete distribution of the Stock Trust Assets to the Qualified Creditor Stock Beneficiaries. Upon termination, the Stock Trustee shall provide a final distribution and final report to the Qualified Creditor Stock Beneficiaries. Notwithstanding the foregoing, the Stock Trustee shall not unduly prolong the duration of the Stock Trust and shall at all times endeavor to dispose of and resolve all Stock Trust Assets to effect a final distribution of the Stock Trust Assets (or the proceeds thereof) to the Qualified Creditor Stock Beneficiaries as soon as reasonably practicable. Upon such termination and complete satisfaction of its duties under the Stock Trust Agreement, the Stock Trustee will be forever discharged and released from all power, duties, responsibilities and liabilities pursuant to the Stock Trust other than those attributable to fraud, gross negligence or willful misconduct of the Stock Trustee.

III.2 Post-Termination. After the termination of the Stock Trust and solely for the purpose of liquidating and winding up the affairs of the Stock Trust, the Stock Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all of the Stock Trust Assets (or the proceeds thereof), the Stock Trustee shall retain the books, records and files of the Stock Trust that shall have been delivered to or created by the Stock Trustee. At the Stock Trustee’s discretion, all of such books, records and files may be destroyed at any time following the date that is six (6) years after the final distribution of Stock Trust Assets (unless such books, records and files are necessary to fulfill the Stock Trustee’s obligations herein) subject to the terms of any joint prosecution and common

interests agreement(s) to which the Stock Trustee may be a party. Except as otherwise specifically provided herein, upon the final distribution of Stock Trust Assets (or the proceeds thereof), the Stock Trustee shall be deemed discharged and have no further duties or obligations hereunder, the Beneficial Interests shall be cancelled and the Stock Trust will be deemed to have been dissolved. In the event that there are *de minimis* Stock Trust Assets (or the proceeds thereof) at termination, the Stock Trustee may donate such Stock Trust Assets to a charitable organization of the Stock Trustee's choice that is (a) described in section 501(c)(3) of the Tax Code, (b) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (c) not a "private foundation," as defined in section 509(a) of the Tax Code, and (d) unrelated to the Debtors, Reorganized ECoality, the Stock Trust and any insider of the Stock Trustee.

ARTICLE IV

DISTRIBUTIONS AND ADMINISTRATION OF STOCK TRUST

IV.1 Generally.

(a) **Funding for the Distribution to Creditors.** Distributions to holders of Allowed Claims under the Plan shall be funded by the Stock Trust Assets and the Liquidating Trust Assets, pursuant to the Plan, the Confirmation Order and the respective Trust Agreement.

(b) **No Further Court Authorization.** Except as provided herein, the Plan or the Confirmation Order, the Stock Trustee will continue the orderly administration of the Stock Trust Assets and otherwise implement the provisions of the Plan and the Confirmation Order, and, in connection with the foregoing, may transfer, assign, sell, liquidate, monetize or otherwise deal with the Stock Trust Assets without necessity of any further order of the Bankruptcy Court and/or state court or other governmental body.

IV.2 Distributions After Allowance of Disputed Claims.

(a) Except as otherwise provided herein, if, on or after the Effective Date, any Disputed Claim becomes an Allowed Claim, the Stock Trustee shall distribute to the holder of such Claim in accordance with the Plan, Beneficial Interests such holder would have received had its Claim been Allowed on the Effective Date as determined by distributions of Beneficial Interests made to other holders of Allowed Claims under the Plan, the Confirmation Order and this Stock Trust Agreement.

IV.3 Distributions.

(a) **Pro Rata Distributions.** Each Qualified Creditor Stock Beneficiary shall be entitled to receive distributions on a *pro rata* basis with all other Qualified Creditor Stock Beneficiaries of all income, profits or distributions received as a result of the Stock Trust Assets. To the extent that the total value of all Allowed Claims is less than the value of the Stock Trust Assets, then the excess value remaining after payment in full of the Allowed Claims shall be distributed to the Qualified Creditor Stock Beneficiaries on a *pro rata* basis. "**Pro rata**" means the proportion that a Qualified

Creditor Stock Beneficiary's Beneficial Interests on account of Allowed General Unsecured Claims bears to the aggregate amount of Beneficial Interests that are held by all Qualified Creditor Stock Beneficiaries holding Allowed General Unsecured Claims.

(b) Party Responsible For Making Distributions. The Stock Trustee shall be charged with making distributions from the Stock Trust as and when the Stock Trustee determines there are adequate funds on hand in the Stock Trust to permit a distribution to Qualified Creditor Stock Beneficiaries. The Stock Trustee shall exercise reasonable business judgment and make distributions of the Stock Trust Assets to maximize distributions for the benefit of the Qualified Creditor Stock Beneficiaries; provided, however, that the Stock Trustee shall be entitled to take into consideration the risks, timing and costs of potential actions in making determinations as to the maximization of distributions.

(c) Withholding of Distributions. All distributions under the Plan and all related agreements shall be subject to any applicable withholding and reporting requirements. In addition to any other withholding authorized hereunder, in the case of a Cash distribution that is subject to withholding, the Stock Trustee may withhold from amounts distributable on account of Allowed Claims any and all amounts determined in the Stock Trustee's reasonable and sole discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay the withholding tax. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such Qualified Creditor Stock Beneficiaries for all purposes of this Stock Trust Agreement. The Stock Trustee shall be authorized to collect such tax information from the holders of Allowed Claims (including, without limitation, social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan, the Confirmation Order and this Stock Trust Agreement. The Stock Trustee may require any of the holders of Allowed Claims to furnish to the Stock Trustee (i) its taxpayer identification number ("TIN") as assigned by the IRS, or (ii) in the case of Qualified Creditor Stock Beneficiaries that are not United States persons for federal income tax purposes, certification of foreign status on IRS Form W-8BEN or W-8ECI, and the Stock Trustee may condition any distribution to any of the Qualified Creditor Stock Beneficiaries upon receipt of such identification number or certification. This identification requirement may, in certain cases, extend to Qualified Creditor Stock Beneficiaries who hold their securities in street name. The Stock Trustee may refuse to make a distribution to any Qualified Creditor Stock Beneficiaries that fails to furnish such tax information in a timely manner, until such information is delivered; provided, however, that upon the Qualified Creditor Stock Beneficiary's delivery of such information, the Stock Trustee shall make such distribution to which the Qualified Creditor Stock Beneficiaries is entitled, together with any interest and income actually earned thereon; and, provided, further, that, if the Stock Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Stock Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Stock Trustee for such liability. The distribution amount of a Qualified Creditor Stock Beneficiaries who fails to provide the required tax

information will be classified as an undeliverable Distribution subject to the same treatment described in Section IV.3(d). Notwithstanding the foregoing, each holder of an Allowed Claim that receives a distribution under the Plan shall have the sole and exclusive responsibility for any taxes imposed by any governmental unit, including income, withholding and other taxes, on account of such distribution.

(d) Delivery of Distributions and Undeliverable Distributions. Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on either the Schedules or the books and records of the Debtors, unless the Stock Trustee has otherwise been notified by the holder in writing of a change of address, including, without limitation, by the filing of a Proof of Claim by such holder that contains an address for such holder different from the address reflected on either the Schedules or the Debtors' books and records. In the event that any distribution to any holder is returned as undeliverable, no further distributions to such holder shall be made unless and until the Stock Trustee is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. At the option of the Stock Trustee, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements. Checks issued by the Stock Trustee in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. All demands for undeliverable distributions (including requests for re-issuance of any voided check) shall be made to the Stock Trustee on or before thirty (30) days after the expiration of the ninety (90) day period after the date such undeliverable distribution was initially made or the check was originally issued, as applicable. Thereafter, the amount represented by such undeliverable distribution (including a voided check) shall be deemed forfeited, and any Claim in respect of such undeliverable distribution (including a voided check) shall be disallowed, discharged and forever barred from asserting any such Claim against the Released Parties. Any distributions that are forfeited or otherwise cancelled shall be distributed to the holders of Allowed General Unsecured Claims (other than those whose distributions are deemed undeliverable hereunder) in accordance with the Plan and the Confirmation Order. If either (i) all Allowed General Unsecured Claims (other than those whose distributions are deemed undeliverable hereunder) have been paid in full or (ii) the amount of any final distribution to any holder of a Allowed General Unsecured Claim would be \$25 or less, then no further distribution shall be made and any surplus Cash shall be donated and distributed to a charitable organization selected by the Stock Trustee that is (a) described in section 501(c)(3) of the Tax Code, (b) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (c) not a "private foundation," as defined in section 509(a) of the Tax Code, and (d) unrelated to the Plan Debtors, the Stock Trust and any insider of the Stock Trustee.

(e) Allocation of Plan Distribution Between Principal and Interest. All distributions in respect of any Allowed Claim shall be allocated first to the principal amount of such Allowed Claim, as determined for federal income tax purposes, and thereafter to the remaining portion of such Allowed Claim (including the interest portion of the Allowed Claim), if any.

(f) Priority of Distribution of Trust Proceeds. The Stock Trustee shall apply any Stock Trust Assets available for distribution and any proceeds therefrom in the order and reflecting the priorities set forth below:

(i) Costs and Expenses of the Stock Trust. First, the Stock Trustee shall pay all liabilities, costs and expenses of the Stock Trust, including, without limitation, (x) payment of all professionals, employees, or agents of the Stock Trust, (y) compensation due and payable to the Stock Trustee as specified in Section VII.6 of this Stock Trust Agreement; and (z) reimbursement for any and all costs, expenses and liabilities incurred by the Stock Trustee in connection with the performance of its duties under this Stock Trust Agreement.

(ii) Allowed Claims in Class 3. Second, to make the payments required under the Plan to holders of Beneficial Interests in accordance with the terms, provisions and priorities set forth in the Plan and this Stock Trust Agreement.

IV.4 Exchange Act. The Stock Trust is not intended to be subject to the registration and reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or the rules and regulations promulgated thereunder, and neither are the Beneficial Interests intended to be “securities” as that term is used in the Exchange Act and applicable U.S. securities laws. The Stock Trustee shall take such actions and implement its duties and powers with respect to the Stock Trust, to the furthest extent reasonably practicable, so as to not cause the Stock Trust to be required to register under the Exchange Act. Notwithstanding the foregoing, if the Stock Trust becomes subject to the registration requirements of the Exchange Act, the Stock Trustee may, if appropriate, cause the Stock Trust to register pursuant to, and comply with, the applicable reporting requirements of the Exchange Act.

IV.5 Fiscal Year. Except for the first and last years of the Stock Trust, the fiscal year of the Stock Trust shall be the calendar year. For the first and last years of the Stock Trust, the fiscal year of the Stock Trust shall be such portion of the calendar year that the Stock Trust is in existence.

IV.6 Books and Records.

(a) The Stock Trustee shall maintain in respect of the Stock Trust and the holders of Beneficial Interests historical books and records at its place of business for the period commencing on the date hereof through the term of this Stock Trust Agreement relating to the Stock Trust Assets and income of the Stock Trust and the payment of expenses of, and liabilities of claims against or assumed by, the Stock Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof in accordance with Article V of this Stock Trust Agreement and to comply with applicable provisions of law. Such books and records shall be maintained on modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the Stock Trust. Holders of Beneficial Interests shall

have the right upon thirty (30) days prior written notice delivered to the Stock Trustee to inspect such historical books and records (including financial statements); provided, that, if so requested, such holder shall have (i) entered into a confidentiality agreement satisfactory in form and substance to the Stock Trustee in its sole discretion; and (ii) agreed to bear the costs of the Stock Trust incurred in connection with such inspection.

(b) The Stock Trustee shall deliver reports to the Bankruptcy Court on a quarterly basis, which reports shall specify in reasonable detail (i) the status of the Stock Trust Assets assigned to the Stock Trust, including any settlements entered into by the Stock Trust; (ii) the fees and expenses of the Stock Trust and the Stock Trustee, including any professional fees, incurred and/or earned during the most recent quarter; (iii) the aggregate amount of Stock Trust Proceeds received by the Stock Trust during the most recent quarter; (iv) the calculation of the Stock Trust Assets available for distribution for the next distribution date; and (v) the aggregate amount of distributions from the Stock Trust to Qualified Creditor Stock Beneficiaries during the most recent quarter. The Stock Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions as may be necessary to cause the Stock Trust and the Stock Trustee to be in compliance with applicable law.

(c) Subject to the terms of any order of the Bankruptcy Court, on or after the Effective Date, pursuant to Bankruptcy Code section 554(a), the Stock Trustee is authorized, from time to time, without further application to the Bankruptcy Court or notice to any party, to abandon or otherwise destroy documents and records (whether in electronic or paper format) that it determines, in its reasonable business judgment, are no longer necessary to the administration of either the Chapter 11 Cases or the Plan, notwithstanding any federal, state, or local law or requirement requiring the retention of the applicable documents or records.

IV.7 Insurance. Nothing in this Stock Trust Agreement shall diminish, impair or otherwise affect distributions from the proceeds or the enforceability of any insurance policies that may cover Claims against any Debtor.

IV.8 Disputes Regarding Compensation. To the extent a dispute regarding compensation arises, the Stock Trustee may file a motion and/or other pleadings with the Bankruptcy Court and retain advice and guidance or such other relief as may be appropriate concerning a resolution of the compensation matter(s) in dispute between the parties.

ARTICLE V

TAX MATTERS

V.1 Tax Treatment.

(a) For all federal and applicable state and local income tax purposes, all parties (including, without limitation, the Debtors, Reorganized ECOTality, the Stock Trustee and the Qualified Creditor Stock Beneficiaries) shall treat the transfer of the Stock Trust Assets to the Stock Trust for the

benefit of the Qualified Creditor Stock Beneficiaries, whether their Claims are Allowed on or after the Effective Date and are qualified under section 382(l)(5)(E) of the Tax Code, including any amounts or other assets subsequently transferred to the Stock Trust (but only at such time as actually transferred) as (i) a transfer of the Stock Trust Assets (subject to any obligations relating to such Stock Trust Assets) directly to the Qualified Creditor Stock Beneficiaries and, to the extent the Stock Trust Assets are allocable to Disputed Claims that are the responsibility of the Stock Trust to resolve, to the Disputed Claims Reserve or the reserves for Disputed General Unsecured Claims, followed by (ii) the transfer by the Qualified Creditor Stock Beneficiaries to the Stock Trust of the Stock Trust Assets (other than the Stock Trust Assets allocable to the Disputed Claims Reserve or the reserves for Disputed General Unsecured Claims) in exchange for Stock Trust Beneficial Interests. Accordingly, the Qualified Creditor Stock Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Stock Trust Assets (other than such Stock Trust Assets as are allocable to the Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(b) All parties shall treat the Stock Trust as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) and as a “grantor trust” pursuant to the provisions of Subpart E of Subchapter J of Chapter 1 of the Tax Code and any comparable provision of state or local law, of which the beneficiaries of the Stock Trust are the owners and grantors, and treat the beneficiaries of the Stock Trust as the direct owners of an undivided interest in Stock Trust Assets (other than any assets allocable to Disputed Claims), consistent with their economic interests therein.

(c) In the alternative, if the Stock Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), then this Stock Trust Agreement is intended to empower the Stock Trustee to take such action as he shall deem appropriate to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3, including, if necessary, creating or converting it into a limited liability partnership or limited liability company that is so qualified, subject to the provisions of Sections VI.1(b) and VI.2 IX.11 hereof.

(d) The Stock Trustee shall in good faith value the Stock Trust Assets and make such valuation available from time to time, to the extent relevant. All parties shall consistently use such valuation for all federal and applicable state and local income tax purposes.

(e) Allocations of the Stock Trust’s taxable income (other than income attributable to assets in the Disputed Claims Reserve or reserves for Disputed General Unsecured Claims) among the Qualified Creditor Stock Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time, and without regard to any restrictions on distributions) if, immediately prior to such deemed distribution, the Stock Trust had distributed all of its other assets (valued at their tax book value and other than assets allocable to Disputed Claims) to the Qualified Creditor Stock Beneficiaries, in each case up to the tax book value of the assets treated as contributed by such beneficiaries of the

Stock Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Stock Trust. Similarly, taxable loss of the Stock Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Stock Trust Assets. The tax book value of the Stock Trust Assets for this purpose shall equal their fair market value on the date such assets are transferred to the Stock Trust, adjusted in accordance with tax accounting principles prescribed by the Tax Code, applicable Treasury regulations, and other applicable administrative and judicial authorities and pronouncements.

(f) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Stock Trust of a private letter ruling if requested, or the receipt of an adverse determination by the IRS upon audit if not contested), the Stock Trust shall (i) timely elect to treat any Disputed Claims Reserve and the reserves for Disputed General Unsecured Claims as “disputed ownership funds” governed by Treasury Regulation section 1.468B-9 by timely making an election, and (ii) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. All holders of Beneficial Interests shall report, for all tax purposes, consistent with the foregoing. With respect to any Stock Trust Assets and any other income or gain of the Stock Trust allocable to Disputed Claims or the reserves for Disputed General Unsecured Claims, the Stock Trustee shall cause the Stock Trust to pay any taxes imposed on the Stock Trust by any federal, state or local, or any non-U.S. taxing authority. The amount of such taxes paid by the Stock Trust with respect to a Disputed Claim or the reserves for Disputed General Unsecured Claims (i) will reduce the amount distributed with respect to such Claim to the extent it becomes an Allowed Claim and (ii) to the extent such Claim does not become an Allowed Claim, will reduce distributions ratably to all holders in the same Class as such Claim; provided, however, that any taxes that reduce distributions pursuant to the foregoing clauses (i) and (ii) shall, for all purposes of this Agreement, be treated as amounts distributed to those holders of Claims whose distributions are so reduced.

(g) The Stock Trustee shall duly comply on a timely basis with all obligations, and satisfy all liabilities, imposed on the Stock Trustee or the Stock Trust under non-U.S. law relating to Taxes. The Stock Trustee, or any other legal representative of the Stock Trust, shall not distribute the Stock Trust Assets or proceeds thereof without having first obtained all certificates required to have been obtained under applicable non-United States law relating to Taxes.

V.2 Tax Reporting. The “taxable year” of the Stock Trust shall be the “calendar year” as those terms are defined in section 441 of the Tax Code. The Stock Trustee shall file with the IRS returns for the Stock Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). The Stock Trustee also shall send annually (within seventy-five (75) days after the end of each calendar year) to each Qualified Creditor Stock Beneficiaries a separate statement setting forth the Qualified Creditor Stock Beneficiary’s share of items of income, gain, loss, deduction or credit, and shall instruct all of the Qualified Creditor Stock Beneficiaries to report such items on their U.S. federal income tax returns or to forward the appropriate information to such Qualified Creditor Stock Beneficiary’s underlying beneficial holders with instructions to utilize such information in preparing their U.S.

federal income tax returns. Such reporting shall also occur within sixty (60) days of the dissolution of the Stock Trust.

V.3 Tax Payment. The Stock Trustee shall be responsible for the payment, out of the Stock Trust, of any taxes imposed on the Stock Trust or the Stock Trust Assets.

V.4 Expedited Determination. The Stock Trustee may request an expedited determination of the taxes of the Stock Trust under Bankruptcy Code section 505(b) for all returns for, or on behalf of the Stock Trust, for all taxable periods through the dissolution of the Stock Trust.

ARTICLE VI

POWERS OF AND LIMITATIONS ON THE STOCK TRUSTEE

VI.1 Powers of the Stock Trustee.

(a) The Stock Trustee shall have the responsibility, as applicable, for administering the Stock Trust, maintaining the Stock Trust Assets, liquidating the Stock Trust Assets and making distributions under the Plan. Pursuant to the terms of the Plan and the Confirmation Order, the Stock Trustee shall have various powers, duties and responsibilities concerning the prosecution of certain litigation claims, the disposition of assets, the resolution of claims and numerous other obligations relating to maximizing the proceeds of the Stock Trust Assets and the administration of the Stock Trust.

(b) The Stock Trustee shall have such rights, powers and privileges expressly set forth in the Plan, the Confirmation Order and this Stock Trust Agreement, and as otherwise provided by applicable law. Subject to the other provisions herein, the Stock Trustee shall be expressly authorized to undertake the following actions, in the Stock Trustee's good faith judgment, in the best interests of the Qualified Creditor Stock Beneficiaries and to maximize distributions therefor:

- (i) manage, administer and liquidate, as applicable, the Stock Trust Assets;
- (ii) execute any documents and take any other actions related to, or in connection with, the liquidation or distribution of the Stock Trust Assets and the exercise of the Stock Trustee's powers granted herein;
- (iii) hold legal title to any and all rights of the Qualified Creditor Stock Beneficiaries in, to or arising from, the Stock Trust Assets;
- (iv) protect and enforce the rights to the Stock Trust Assets vested in the Stock Trustee by this Stock Trust Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law, and general principles of equity;

(v) make distributions of the Stock Trust Assets to the appropriate Qualified Creditor Stock Beneficiaries in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order;

(vi) file, if necessary, any and all tax returns with respect to the Stock Trust and pay taxes properly payable by the Stock Trust, if any;

(vii) make all necessary filings concerning the Stock Trust in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act;

(viii) determine and satisfy from the Stock Trust Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the Stock Trust that the Stock Trust reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court;

(ix) request any appropriate tax determination, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;

(x) in the event that the Stock Trustee determines that the Qualified Creditor Stock Beneficiaries or the Stock Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences, including taking any and all necessary actions as the Stock Trustee shall deem appropriate to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting it into a limited liability partnership or limited liability company that is so qualified;

(xi) subject to the limitations set forth in Section VI.3 of this Stock Trust Agreement, retain and pay professionals, advisors and employees (including former advisors and employees of the Debtors), and contractors or other agents, including any and all estate professionals, from the Stock Trust Assets to carry out its duties and obligations hereunder;

(xii) invest monies received by the Stock Trust or the Stock Trustee, or otherwise held by the Stock Trust or the Stock Trustee in accordance with Section VI.4 hereof, consistent with the Stock Trust's status as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and which actions are merely incidental to its liquidation and dissolution;

(xiii) create sub-trusts or title vehicles of which the Stock Trust or the Qualified Creditor Stock Beneficiaries hold the beneficial or ownership interests, as applicable;

(xiv) purchase customary insurance coverage in accordance with Section IV.7 hereof;

(xv) perform such functions and take such actions as are provided for or permitted in this Stock Trust Agreement, the Plan, the Confirmation Order or any other agreement executed pursuant to the Plan together with the right and authority to take such other actions, perform such other functions, and enter into such other agreements and instruments as the Stock Trustee, in the exercise of its reasonable business judgment, deems necessary or appropriate to fulfill the duties, rights and powers of the Stock Trustee contemplated in this Stock Trust Agreement, the Plan, the Confirmation Order or applicable law; and

(xvi) enter into, on behalf of the Stock Trust, escrow or similar agreements with U.S. financial institutions, on compensation and other terms acceptable to the Stock Trustee, for purposes of effecting distributions otherwise in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order and investing Stock Trust Assets in accordance with Section VI.4 prior to the distribution thereof

VI.2 Limitations on Stock Trustee. No part of the Stock Trust Assets shall be used or disposed of by the Stock Trustee in furtherance of any trade or business. The Stock Trustee shall, on behalf of the Stock Trust, hold the Stock Trust out as a trust in the process of liquidation and not as an investment company. The Stock Trustee shall not become a market-maker for the Beneficial Interests or otherwise attempt to create a secondary trading market for the Beneficial Interests. The Stock Trustee shall not engage in any investments or activities inconsistent with the treatment of the Stock Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) while the Stock Trustees intend the Stock Trust to qualify as a liquidating trust; provided, however, that if the Stock Trust (or a limited liability company or limited liability partnership into which it shall be converted) shall be classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3, these restrictions shall not apply. The Stock Trustee shall be restricted to the liquidation of the Stock Trust Assets on behalf, and for the benefit, of the Qualified Creditor Stock Beneficiaries; the distribution and application of Stock Trust Assets for the purposes set forth in this Stock Trust Agreement, the Plan and the Confirmation Order; and the conservation and protection of the Stock Trust Assets and the administration thereof in accordance with the provisions of this Stock Trust Agreement, the Plan and the Confirmation Order.

VI.3 Agents and Professionals; Employees. The Stock Trust may employ such counsel (which may be the same counsel employed by the Debtors), advisors (which may be the same advisors formerly employed by the Debtors) and other professionals selected by the Stock Trustee that the Stock

Trust reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court. The Stock Trust's professionals shall be compensated at the rates agreed to by the Stock Trustee and such professionals, and paid without further motion, application, notice or other order of the Bankruptcy Court. The fees and expenses of the Stock Trust's professionals shall be satisfied out of the Stock Trust Assets. In the event of any dispute concerning the entitlement to, or the reasonableness of, any compensation and/or expenses of any professional for the Stock Trust, either the Stock Trustee or the affected party may ask the Bankruptcy Court to resolve the dispute.

VI.4 Investment of Stock Trust Monies. The Stock Trustee shall invest the proceeds of the Stock Trust Assets received by the Stock Trustee or otherwise held by the Stock Trustee in highly rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses, and other obligations and make distributions under ARTICLE IV of this Stock Trust Agreement, which investments shall consist of (a) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States; (b) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies; or (c) other investment-grade, short-term debt investments.

VI.5 No Further Approvals Required/Transfer of Stock Trust Assets. In performance of its duties hereunder, the Stock Trustee shall have the rights and powers of a debtor in possession under Bankruptcy Code section 1107, and such other rights, powers, and duties necessary, appropriate, advisable or convenient to effectuate the provisions of the Plan. On and after the Effective Date, the Stock Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable laws to implement the terms of the Plan, including, without limitation, the transfer of any Stock Trust Assets retained by the Stock Trust. As further set forth in this Stock Trust Agreement, without limiting the foregoing, the Stock Trustee shall be authorized pursuant to the Plan to transfer any or all of the Stock Trust Assets without necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law.

ARTICLE VII

CONCERNING THE STOCK TRUSTEE

VII.1 Generally. The Stock Trustee shall exercise such rights and powers vested in it by this Stock Trust Agreement, the Plan and the Confirmation Order, and, in addition thereto, such other and further rights and powers as are appropriate to fulfill the duties of the Stock Trustee under this Stock Trust Agreement, the Plan and the Confirmation Order, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this Stock Trust Agreement, the Plan or the Confirmation Order shall be construed to relieve the Stock Trustee from liability for its own gross negligence, fraud or reckless, intentional or willful misconduct, except that the Stock Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the Stock Trustee in accordance with this Stock Trust Agreement.

VII.2 Reliance by Stock Trustee. Except as otherwise provided in this Stock Trust Agreement, the Plan or the Confirmation Order:

(a) the Stock Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Stock Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) persons (including any professionals retained by the Stock Trustee in accordance with this Stock Trust Agreement) engaged in transactions with the Stock Trustee shall look to only the Stock Trust Assets to satisfy any liability incurred by the Stock Trustee to such person in carrying out the terms of this Stock Trust Agreement, the Plan or the Confirmation Order, and the Stock Trustee shall have no personal or individual obligation to satisfy any such liability.

VII.3 Liability to Third Persons. No Qualified Creditor Stock Beneficiaries shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Stock Trust Assets or the affairs of the Stock Trust and the Stock Trustee. The Stock Trustee and agents of the Stock Trustee shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Stock Trust Assets or the affairs of the Stock Trust, except for its own gross negligence, fraud or reckless, intentional or willful misconduct, and all such persons shall look solely to the Stock Trust Assets for satisfaction of claims of any nature arising in connection with affairs of the Stock Trust. Other than as set forth in the Plan or in the Confirmation Order, nothing in this Section VII.3 shall be deemed to release any Qualified Creditor Stock Beneficiaries from any actions or omissions occurring prior to the Effective Date.

VII.4 Non-liability of Stock Trustee for Acts of Others. Nothing contained in this Stock Trust Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the Stock Trustee of any of the liabilities, obligations or duties of the Debtors and shall not be deemed to be or contain a covenant or agreement by the Stock Trustee to assume or accept any such liability, obligation or duty. Any successor Stock Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Stock Trustee hereunder, and any statement or representation made as to the assets comprising the Stock Trust Assets or as to any other fact bearing upon the prior administration of the Stock Trust, so long as it has a good-faith basis to do so. The Stock Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The Stock Trustee or any successor Stock Trustee shall not be liable for any act or omission of any predecessor Stock Trustee, nor have a duty to enforce any claims against any predecessor Stock Trustee on account of any such act or omission. [For the avoidance of doubt, the Qualified Creditor Stock Beneficiaries shall not have any claims or causes of action of any kind or nature against the Stock Trustee, in her capacity as such or in any other capacity as a result of the Liquidating Trustee exercising any rights pursuant to the Plan, the Confirmation Order, the Liquidating Trust Agreement, the Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock or the Operating Line of Credit.]

VII.5 Indemnity. The Stock Trustee and its agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the “Indemnified Parties”) shall be indemnified by the Stock Trust solely from the Stock Trust Assets for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements and related expenses that the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Stock Trustee solely in its capacity as such, provided, however, that the Stock Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence; fraud; or reckless, intentional or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Stock Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such, provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Stock Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section VII.5. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

VII.6 Compensation and Expenses. The Stock Trustee shall be compensated at his or her standard hourly rate for its services and reimbursed for its out-of-pocket expenses incident to the performance of its duties under the Plan. The Stock Trustee shall be paid without further motion, application, notice or other order of the Bankruptcy Court. The fees and expenses of the Stock Trustee shall be satisfied out of the Stock Trust Assets.

ARTICLE VIII

SUCCESSOR STOCK TRUSTEES

VIII.1 Resignation. The Stock Trustee may resign at any time upon not less than sixty (60) days’ written notice to the Bankruptcy Court.

VIII.2 Effect of Resignation. The resignation, incompetency, bankruptcy or insolvency of the Stock Trustee shall not operate to terminate the Stock Trust or to revoke any existing agency created pursuant to the terms of this Stock Trust Agreement, the Plan or the Confirmation Order, or invalidate any action theretofore taken by the Stock Trustee. All fees and expenses incurred by the Stock Trustee prior to the resignation, incompetency or removal of the Stock Trustee shall be paid from the Stock Trust Assets, unless such fees and expenses are disputed by the successor Stock Trustee, in which case the Bankruptcy Court shall resolve the dispute, and any disputed fees and expenses of the predecessor Stock Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the Stock Trust Assets. In the event of the resignation or removal of the Stock Trustee, such Stock Trustee shall (a) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor Stock Trustee or directed by the Bankruptcy Court to effect the termination

of such Stock Trustee's capacity under this Stock Trust Agreement; (b) promptly deliver to the successor Stock Trustee all documents, instruments, records and other writings related to the Stock Trust as may be in the possession of such Stock Trustee, provided, however, that the Stock Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the Stock Trustee is party; and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Stock Trustee.

VIII.3 Replacement. In the event that the Stock Trustee resigns, or in the event of the death of the Stock Trustee or other occurrence rendering the Stock Trustee incapacitated or unavailable for an extended period of thirty (30) consecutive days, a replacement Stock Trustee shall be designated by the Bankruptcy Court with the consent of a majority of the Qualified Creditor Stock Beneficiaries in existence at that time or the Bankruptcy Court, if such majority consent cannot be obtained. A notice of the identity of the new Stock Trustee shall be filed with the Bankruptcy Court promptly after the new Stock Trustee is designated.

VIII.4 Acceptance of Appointment by Successor Stock Trustee. Any successor Stock Trustee appointed hereunder shall execute an instrument accepting its appointment and shall deliver one counterpart thereof to the Bankruptcy Court for filing and, in the case of the Stock Trustee's resignation, to the resigning Stock Trustee. Thereupon, such successor Stock Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the Stock Trust with like effect as if originally named Stock Trustee and shall be deemed appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The resigning or removed Stock Trustee shall duly assign, transfer and deliver to such successor Stock Trustee all property and money held by such resigning or removed Stock Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor Stock Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Stock Trustee upon the trusts herein expressed all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed Stock Trustee.

ARTICLE IX

MISCELLANEOUS PROVISIONS

IX.1 Fiduciary Obligation. The Stock Trustee shall owe fiduciary duties to the Qualified Creditor Stock Beneficiaries.

IX.2 Governing Law. This Stock Trust Agreement shall be governed by and construed in accordance with the laws of the [State of Arizona] (without reference to conflicts of law).

IX.3 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the Stock Trust and the Stock Trustee (but solely in its capacity as such), including, without limitation, the administration and activities of the Stock Trust and the

Stock Trustee, provided, however, that notwithstanding the foregoing, the Stock Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any claims or causes of action assigned to the Stock Trust.

IX.4 Severability. In the event that any provision of this Stock Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this Stock Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Stock Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

IX.5 Notices. Any notice or other communication required or permitted to be made under this Stock Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by telex, facsimile or other telegraphic means; sent by nationally recognized overnight delivery service; or mailed by first-class mail:

- (i) if to the Stock Trustee, to:

Carolyn J. Johnsen
Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Telephone: (602) 285-5040

- (ii) if to any Qualified Creditor Stock Beneficiaries, to the last known address of such Qualified Creditor Stock Beneficiaries according to the Stock Trustee's records.

IX.6 Headings. The headings contained in this Stock Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Stock Trust Agreement or of any term or provision hereof.

IX.7 Plan. The terms of this Stock Trust Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. However, to the extent that the terms of the Plan are inconsistent with the terms set forth in this Stock Trust Agreement with respect to the Stock Trust, then the Plan and the Confirmation Order shall govern.

IX.8 Cooperation. The Debtors and the Reorganized Debtors, as applicable, shall turn over or otherwise make available to the Stock Trustee at no cost to the Stock Trust or the Stock Trustee, all books and records reasonably required by the Stock Trustee to carry out its duties hereunder, and shall otherwise reasonably cooperate with the Stock Trustee in carrying out its duties hereunder.

IX.9 Entire Stock Trust Agreement. This Stock Trust Agreement contains the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

IX.10 Named Party. In disposing of any Stock Trust Assets, or otherwise administering the Stock Trust or any Stock Trust Assets, including, without limitation, the execution of documents, such as bills of sale, releases, and agreements, the Stock Trustee may pursue such matters and/or execute any such documents in the name of "Stock Trust" and/or in his own name as Stock Trustee or in such other names or such representative capacities as necessary or appropriate in the Stock Trustee's discretion.

IX.11 Amendment. This Stock Trust Agreement may be amended by the Stock Trustee, provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this Stock Trust Agreement that are inconsistent with the terms of the Plan or the Confirmation Order. Notwithstanding this Section IX.11, any amendments to this Stock Trust Agreement shall not be inconsistent with the purpose and intention of the Stock Trust to liquidate in an orderly manner the Stock Trust Assets (which will maximize the value of such assets) in accordance with Treasury Regulations Section 301.7701-4(d), or in the alternative, as allowed under Arizona law applicable to limited liability companies or limited liability partnerships, to not engage in a trade or business or encourage the creation of an active secondary trading market in the Beneficial Interests. In the event that the Stock Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), this Stock Trust Agreement may be amended by the Stock Trustee to the extent necessary for the Stock Trustee to take such action as it shall deem appropriate to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting it into a limited liability partnership or limited liability company that is so classified.

IX.12 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code; the Bankruptcy Rules; or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Stock Trust Agreement, and the word "herein" and words of similar import refer to this Stock Trust Agreement as a whole and not to any particular Article, Section or subdivision of this Stock Trust Agreement. The term "including" shall mean "including, without limitation."

IX.13 Counterparts. This Stock Trust Agreement may be executed in any number of counterparts, each of which shall be deemed original, but such counterparts shall together constitute

one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Stock Trust Agreement or caused this Stock Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

DEBTORS

By: _____

Name: _____

Title: _____

Carolyn J. Johnsen, as Stock Trustee

By: _____

Name: _____

Title: _____

Annex 2

Revised Tax Sharing Agreement

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TAX SHARING AGREEMENT

This TAX SHARING AGREEMENT (the “Agreement”), is dated as of _____, 2014, between and among ECotality, Inc. as it exists after the Effective Date of that certain Plan of Reorganization confirmed by the Bankruptcy Court for the District of Arizona on _____ in case number 13-16126 (“ECotality”), Car Charging Group, Inc. (“CCGI”), Blink UYA, LLC (or such other party that became or may become the Plan Stockholder pursuant to the Confirmed Plan) (the “Plan Stockholder”) and the Stock Trust, established pursuant to that certain Qualified Creditor Stock Trust Agreement dated _____ (the “Trust Agreement”). The trust formed pursuant to the Trust Agreement is referred to herein as the “Stock Trust”. ECotality, CCGI, Plan Stockholder, the Debtors (as defined below), and the Stock Trust shall be collectively referred to herein as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Electric Transportation Engineering Corporation (d/b/a ECotality North America), ECotality, Inc., ECotality Stores, Inc., ETEC North, LLC, The Clarity Group, Inc., and G.H.V. Refrigeration, Inc. (the “Debtors”) filed petitions for relief under Chapter 11 of the United States Bankruptcy Code on September 16, 2013 (the “Petition Date”), in the United States Bankruptcy Court for the District of Arizona (“Bankruptcy Court”) jointly administered under Case Number 13-16126.

WHEREAS, pursuant to the Plan of Reorganization (the “Confirmed Plan”) confirmed by the Bankruptcy Court¹ on _____ (the “Confirmation Date”) the issued and outstanding stock of Debtor, ECotality, Inc., was cancelled and new shares of common stock were issued as follows: 50% of the stock was issued to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries (the “Creditor Stock”), and 50% was issued to the Plan Stockholder (the “Plan Stock”).

WHEREAS, pursuant to the Confirmed Plan and the Trust Agreement, C.J. Johnsen, Trustee (the “Stock Trustee”) of the Stock Trust has the sole and exclusive right to exercise any and all rights and duties incidental to ownership of the Creditor Stock for the benefit of the Qualified Creditor Stock Beneficiaries.

WHEREAS, pursuant to the Confirmed Plan, CCGI is issuing its Series B Convertible Preferred Stock (the “Series B Preferred Stock”) to the Stock Trust, which is convertible by the Stock Trust into CCGI common stock in accordance with the Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock, on each of the third, fourth, and fifth anniversaries of the Confirmation Date or as otherwise provided in such Certificate of Designations.

WHEREAS, the Stock Trust, CCGI, Plan Stockholder and ECotality wish to enter into this Agreement relating to certain payments to be made by CCGI to the Stock Trust upon the

¹ Capitalized terms not defined herein shall be given the meaning ascribed to them in the Confirmed Plan.

realization of benefits attributable to the ECOTality Tax Attributes by CCGI, Plan Stockholder and their Affiliates and certain other matters relating to Taxes as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” of any Person means any other Person that, directly or indirectly, controls or is controlled by, or is under common control with, such Person. For the purpose of this definition, “control” and the correlative meanings of the terms “controlled by” and “under common control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares or partnership interests or by contract or otherwise.

“Person” means an individual, sole proprietorship, joint venture, association, trust, estate, business trust, corporation, limited liability company, nonprofit corporation, partnership, limited partnership, limited liability partnership, sovereign government or agency, instrumentality, or political subdivision thereof, or any similar entity or organization.

“Tax” or “Taxes” means any income or other income-based tax (including alternative-minimum tax and estimated income taxes) imposed by any U.S. or non-U.S. governmental entity or political subdivision thereof, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

“Tax Attribute” means any Tax attribute of ECOTality existing as of the Confirmation Date, including net operating losses, capital losses, credits and carry forwards thereof, realized by ECOTality.

“Tax Authority” means, with respect to any Tax, the governmental entity or political subdivision that imposes such Tax and the agency (if any) charged with the collection of such Tax for such entity or subdivision

“Tax Benefit” means the amount of any reduction in Tax of ECOTality, CCGI, Plan Stockholder, or any Affiliate of ECOTality, CCGI or Plan Stockholder for a Tax Period and attributable to a Tax Attribute.

“Tax Contest” means an audit, review, examination or any other administrative or judicial proceeding related to the Tax Attributes or a Tax Benefit.

“Tax Period” means a taxable year of ECOTality, CCGI or Plan Stockholder or any Affiliate of ECOTality, CCGI or Plan Stockholder ending after the Effective Date and on or prior to the sixth (6th) anniversary of the Effective Date.

“Tax Return” means any return, declaration, report, claims for refund, information return or statement relating to Taxes or required to be filed with any Tax Authority by ECotality, CCGI, Plan Stockholder and any of their Affiliates, including any schedules or attachments thereto, and including any amendment thereof.

ARTICLE II

TAX ATTRIBUTES

Section 2.01 ECotality Statements. On or before (i) the due date, including extensions, for the filing by CCGI, Plan Stockholder or ECotality of a Tax Return (other than a Tax Return for estimated Taxes or for a state or local jurisdiction with respect to which ECotality or any of its Affiliates will not realize a present or future Tax Benefit), (ii) the date of filing by CCGI, Plan Stockholder or ECotality or any of their Affiliates of an amended Tax Return or claim for refund of Taxes, (iii) the date a final adjustment is made to the amount of income or loss reflected on the Tax Returns of CCGI, Plan Stockholder or ECotality’s or any of their Affiliates, or (iv) the date of filing of any other Tax Return reflecting a Tax Benefit or resulting in a reduction in Tax Attributes, CCGI, Plan Stockholder or ECotality or the Person filing such Tax Return (i.e., CCGI or such other entity that may then be the ultimate parent of the affiliated group of consolidated corporations reflecting the Tax Benefit) shall provide the Stock Trust with a statement and supporting schedules certified by a responsible officer of CCGI setting forth (x) the amount of Taxes, if any, required to be paid as reflected on such Tax Return, and (y) the amount of Taxes required to be paid on such Tax Return, if such Tax Return was, and all prior Tax Returns for periods ending after the Confirmation Date were prepared without taking into account the Tax Attributes.

Section 2.02 Payments. ECotality, if it realizes such Tax Benefit, or CCGI, if CCGI, Plan Stockholder or any of their Affiliates realizes such Tax Benefit, shall pay in cash by wire transfer of immediately available funds to the Stock Trust the amount of any Tax Benefit within 15 days after the provision of any statement described in Section 2.01 indicating a Tax Benefit; provided, however, that such payment shall not be made to the extent the amount of such payment, together with other payments previously made pursuant to this Section 2.02, exceeds an amount (the “Total Payment Amount”) equal to \$925,000 minus any net sale proceeds received by the Stock Trust upon the sale of the Series B Convertible Preferred Stock or any shares of CCGI common stock issued to the Stock Trust as a result of the conversion of any shares of Series B Convertible Preferred Stock into shares of CCGI common stock (or any other securities or property into which the Series B Convertible Preferred Stock may have been converted pursuant to the terms of the Certificate of Designations of Preferences, Rights and Limitations of the Series B Convertible Preferred Stock) and minus any amounts received by the Liquidation Trust in payment of the Trust Deposit; provided, further that, if the amount of the Trust Deposit is greater than \$200,000, then the Total Payment Amount shall be increased by the amount in excess of \$200,000. For purposes of this Section 2.02, (i) as long as the Stock Trust owns 50% of ECotality, ECotality shall not be considered an Affiliate of CCGI and (ii) net sale proceeds from the sale by the Stock Trust of the Series B Convertible Preferred Stock or CCGI common stock (or such other securities or property into which the Series B Convertible Preferred Stock shall have been converted) shall mean cash proceeds received by the Stock Trust after the payment of any sales commissions, broker’s fees and any other transaction costs incurred by the Stock Trust in connection with such sale including, without limitation, attorney’s fees.

Section 2.03 Termination. This Agreement terminates upon receipt by the Stock Trust of the Total Payment Amount (the "Termination Date").

ARTICLE III

RECORDS RETENTION, TAX RETURNS, TAX CONTESTS, CONFIDENTIALITY

Section 3.01 Retention of Records. CCGI, the Plan Stockholder, ECOtality and their Affiliates shall retain all documents, records and other information relating to Taxes and to the Tax Attributes until the later of the termination of the Stock Trust Agreement or expiration of the applicable statute of limitations pertaining to each Tax Return.

Section 3.02 Right to Approve Tax Returns. CCGI, the Plan Stockholder, ECOtality or any of their Affiliates utilizing a Tax Benefit shall make any Tax Returns and related work papers available for review and prior approval before filing to the Stock Trustee and Plan Stockholder, to confirm CCGI, the Plan Stockholder and ECOtality's compliance with the terms of this Agreement. The Parties shall attempt in good faith to resolve any issues arising out of the review of such Tax Returns. No Tax Return of any kind, whether relating to period prior to or after the Petition Date or the Effective Date, may be filed by any of CCGI, the Plan Stockholder, ECOtality or any of their Affiliates (for any period before or after the Effective Date), without the prior written approval of the Plan Stockholder and the Stock Trustee.

Section 3.03 Consistent Treatment. CCGI, the Plan Stockholder, ECOtality and their Affiliates shall not take any position on any Tax Return or otherwise (whether with any Tax Authority or in any court proceeding or with any third party) that is inconsistent with the amount of the Tax Attributes, unless, and only to the extent that, a final determination is made to the contrary, or otherwise engage in any action outside the ordinary course of business or make any election that could reduce or eliminate the full utilization of the Tax Attributes.

Section 3.04 Notice of Tax Contests. CCGI, the Plan Stockholder and ECOtality shall notify the Stock Trustee in writing promptly, and in all events within fifteen (15) calendar days, after learning of any pending or threatened Tax Contest. Each notice shall contain factual information (to the extent known) describing any asserted Tax liability or adjustment in or the scope of any audit under such Tax Contest in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such Tax Contest.

Section 3.05 Confidentiality.

(a) Subject to any contrary requirement of law and the right of each Party to enforce its rights under this Agreement in any legal action, each Party shall keep strictly confidential, and shall use its commercially reasonable efforts to cause its Affiliates and representatives to keep strictly confidential, any information it may have relating to any Tax Returns and the Tax Attributes ("Confidential Information"); provided, however, that such

obligation to maintain confidentiality shall not apply to information which: (i) at the time of disclosure was in the public domain, not as a result of improper acts by the disclosing Party; (ii) is received by the disclosing Party from a third party who did not receive such information from the other Party under an obligation of confidentiality; or (iii) subject to the provisions of Section 3.05(b) below, is compelled to be disclosed by judicial or administrative process or, in the opinion of such Person's counsel, by other requirements of law. Notwithstanding the foregoing but subject to the cooperation requirement in Section 3.05(b), each Party shall be deemed to have satisfied its obligations under this 3.05 with respect to any Confidential Information if it exercises the same care with regard to such information as it takes to preserve the confidentiality of its own similar information.

(b) If at any time any Party either determines on the advice of its counsel that it is required to disclose any Confidential Information pursuant to applicable law or receives any demand under lawful process of any governmental authority or arbitration tribunal to disclose or provide Confidential Information, such Party shall notify the other Party prior to disclosing or providing such Confidential Information and shall cooperate at the expense of the requesting Party in seeking any reasonable protective arrangements requested by such other Party.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Entire Agreement; Construction. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 4.02 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of laws thereof.

Section 4.03 Notices. All notices, requests and demands to or upon the Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Telephone: (602) 285-5040
Attention: Carolyn J. Johnsen

– and –

Schafer and Weiner, PLLC
40950 Woodward Ave., Ste. 100
Bloomfield Hills, Michigan 48304

Telephone: (248) 540-3340
Attention: Michael E. Baum

– and –

Car Charging Group, Inc.
1691 Michigan Ave., Ste. 601
Miami Beach, Florida 33139
Telephone: (305) 521-0200
Attention: Amy K. Maliza

Section 4.04 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each Party.

Section 4.05 Successors and Assigns. The rights under this Agreement may not be assigned and duties may not be delegated by any Party without the written consent of the other Parties; provided, however, that the Stock Trust may assign its rights to payments from the Plan Stockholder pursuant to this Agreement without the consent of any other Party. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 4.06 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective Affiliates and is not intended to, and shall not, confer upon any other Persons any rights or remedies under this Agreement.

Section 4.07 Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 4.08 Legal Enforceability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without prejudice to any rights or remedies otherwise available to any Party, each Party acknowledges that damages would be an inadequate remedy for any breach of the provisions of this Agreement and agrees that the obligations of any Party may be specifically enforceable.

Section 4.09 No Waivers. No failure by any Party to take any action or assert any right under this Agreement shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right, unless expressly waived in writing by the Party against whom the existence of such waiver is asserted.

Section 4.10 Counterparts. This Agreement may be executed in counterparts (by original or facsimile signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.11 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate or representative of such Party.

Section 4.12 Governing Law/Dispute Resolution.

(a) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) All actions and claims arising out of or relating to this Agreement shall be heard and determined in any Arizona federal court sitting in Maricopa County, Phoenix, Arizona or in any Arizona state court sitting in Maricopa County, Phoenix, Arizona (and of the appropriate appellate courts therefrom) (the “Chosen Courts”). Consistent with the preceding sentence, the Parties hereby (i) irrevocably submit to the exclusive jurisdiction of the Chosen Courts, (ii) waive any objection to laying of venue in any such action or proceeding in the Chosen Courts, and (c) waive any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party; provided, however, that each of the Parties hereby agrees that, for the duration of any Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with, and that the Bankruptcy Code shall govern, the Plan. The foregoing shall not limit the rights of any Party to introduce this Agreement in any court in any jurisdiction in order to defend against a cause of action that has been brought against it or any of its affiliates or representatives in such court.

Section 4.13 Dispute Resolution. If, after good faith negotiations the Parties cannot agree on any matter of Tax law as it relates to this Agreement, then such matter will be referred to a nationally recognized accounting firm acceptable to each of the Parties (the “Accounting Firm”). The Accounting Firm shall furnish written notice to the Parties of its resolution of any such disagreement as soon as practical, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Accounting Firm will be conclusive and binding on all Parties to this Agreement. The Plan Stockholder shall pay all fees and expenses (including the fees and expenses of any of the Parties’ representatives) incurred in connection with the referral of the matter to the Accounting Firm, including all fees and expenses of the Accounting Firm in connection with such referral.

Section 4.13 Compliance with Law. Nothing in this Agreement shall require either Party to take any action or omit to take any action in violation of applicable law.

Section 4.13 Rules of Construction. The rules of construction specified in the Confirmed Plan shall also apply to this Agreement.

Section 4.14 Effectiveness. The effective time and date of this Agreement shall be the Effective Date.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

ECOTALITY:

ECotality, Inc.

By: _____
Name:
Title:

CCGI:

Car Charging Group, Inc.

By: _____
Name:
Title:

PLAN STOCKHOLDER:

Blink UYA, LLC

By: _____
Name:
Title:

STOCK TRUSTEE:

ECotality Qualified Creditor Stock Trust

By: _____
Name: C.J. Johnsen
Title: Trustee

Annex 3

Revised CCGI Preferred Share Certificate

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CAR CHARGING GROUP, INC.

**CERTIFICATE OF DESIGNATIONS OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES B CONVERTIBLE PREFERRED STOCK**

The undersigned, Michael Farkas, hereby certify that:

1. He is Chief Executive Officer of Car Charging Group, Inc., a Nevada corporation (the **"Corporation"**).
2. The Corporation is authorized to issue 30,000,000 shares of preferred stock, of which 10,000,000 are currently designated, issued and outstanding.
3. The following resolutions were duly adopted by the Board of Directors:

WHEREAS, the Certificate of Incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, comprised of 30,000,000 shares of \$0.001 par value preferred stock (the **"Preferred Stock"**), issuable from time to time in one or more series;

WHEREAS, the Board of Directors of the Corporation is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any series and the designation thereof, of any of them;

WHEREAS, it is the desire of the Board of Directors of the Corporation, pursuant to its authority as aforesaid in accordance with the General Corporation Law of the State of Nevada, and as set forth in this Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock, to designate the rights, preferences, restrictions and other matters relating to the Series B Convertible Preferred Stock, which will consist of 3 shares of Preferred Stock, par value \$0.001 per share, which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of Preferred Stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of Preferred Stock are hereby amended and restated as follows:

I. Terms of Preferred Stock.

A. Designation and Amount. The series of Preferred Stock will be designated as the Corporation's Series B Convertible Preferred Stock (the **"Series B Preferred Stock"**) and the number of shares so designated will be 3, which will not be subject to increase without the consent of the holders (each a **"Holder"** and collectively, the **"Holders"**) of a majority of the outstanding shares of Series B Preferred Stock.

B. Conversion.

1. Mechanics of Conversion.

a. Subject to the terms and conditions hereof, any or all of the outstanding shares of Series B Preferred Stock may be converted into shares of Common Stock as provided in section 2 below, at the option of Holder, by delivery of a written notice to the Corporation (the "**Holder Conversion Notice**"), of the Holder's election to convert Series B Preferred Stock and the number of shares of Series B Preferred Stock which such Holder is electing to convert, stating the Holder's election to convert Series B Preferred Stock and the number of such Holder's shares of Series B Preferred Stock to be converted.

b. Within one day of the Holder Conversion Notice, the Corporation shall transmit by facsimile or electronic mail an acknowledgment of confirmation of receipt of the Holder Conversion Notice or issuance of the Corporation Conversion Notice to the Holder. Within three days of notice the Corporation shall issue a certificate for the number of shares specified in the Holder Conversion Notice or Corporation Conversion Notice.

2. Payment and Issuance Upon Conversion. In the event of a conversion of each share of Series B Preferred Stock, the Corporation shall issue to such Holder a number of Conversion Shares determined by dividing \$241,667 (the "**Original Series B Issue Price**") by the average closing price of the Corporation's Common Stock during the thirty (30) Trading Days immediately prior to the applicable date of conversion (the "**Conversion Price**"). Each share of Series B Preferred Stock can be converted by the Holder in the following manner: (i) One share of Series B Preferred Stock after December 31, 2016; (ii) One share of Series B Preferred Stock after December 31, 2017; (iii) One share of Series B Preferred Stock after December 31, 2018; (iv) after ten (10) days following a failure to make any payment due under the Tax Sharing Agreement (as defined in the Plan), unless such failure is cured within such time period; (v) at any time following the enforcement of any rights arising from any security interests granted to support the Operating Line of Credit as described in section 4.12(b)(iii) of the Plan; and (vi) at any time following a Change of Control as defined below. [If the Remaining Deposit, including the Additional Amount, if applicable, is not paid by the Deposit Deadline (as each such term is defined in the Confirmation Order) as provided for under the Confirmation Order, and the Trustee delivers a notice to CCGI no later than May 1, 2015, then (x) the Original Series B Issue Price solely for the first (1st) share of Series B Preferred Stock to be converted shall be the amount set forth above in the first sentence of this Section I.B.2 plus the aggregate of the Remaining Deposit and any Additional Amount unpaid by the Deposit Deadline such that the number of Conversion Shares into which such share of Series B Preferred Stock is convertible shall be increased to compensate the Liquidating Trust in full on a dollar for dollar basis for the unpaid amount of the Remaining Deposit and the Additional Amount; and (y) notwithstanding subsections (i), (ii) and (iii) of the second sentence of this Section I.B.2, each share of Series B Preferred Stock can be converted by the Holder in the following manner: (i) One share of Series B Preferred Stock after December 31, 2015; (ii) One share of Series B Preferred Stock after December 31, 2016; and (iii) One share of Series B Preferred Stock after December 31, 2017, provided, further, that subsections (iv), (v) and (vi) of such sentence shall not be affected by the foregoing and shall remain binding between the Corporation and the Holder. The Original Series B Issue Price used to calculate the number of Conversion Shares to be issued upon the conversion of the second and third shares of Series B Preferred Stock shall be as set forth in the first sentence of this Section I.B.2.]

3. **Cancellation.** Upon the occurrence of the "Termination Date" as defined in that certain *Tax Sharing Agreement* of even date herewith, each share of unconverted Series B Preferred Stock, and any outstanding Conversion Shares issued to Holder, shall be deemed immediately cancelled.

4. **Ranking.** In the event of liquidation, winding-up or dissolution, a Holder of Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount with respect to each share of Series B Preferred Stock equal to Original Series B Issue Price, senior with respect to the Corporation's Common Stock and future issued Preferred Stock of the Corporation.

5. **Protective Provision.**

a. So long as any shares of Series B Preferred Stock are outstanding, the Corporation will not, without the affirmative approval of the Holders of a majority of the shares of the Series B Preferred Stock then outstanding (voting as a class), (i) alter or change adversely the powers, preferences or rights given to the Series B Preferred Stock or alter or amend this Certificate of Designations, (ii) authorize or create any class of stock ranking as to distribution of dividends senior to the Series B Preferred Stock, (iii) amend its certificate of incorporation or other charter documents that would change the rights, privileges, preferences of the Series B Preferred Stock (whether by merger, combination, or otherwise), (iv) increase the authorized number of shares of Series B Preferred Stock, (v) sell all, or substantially all, the assets of the Corporation; or (vi) enter into any agreement with respect to the foregoing.

b. So long as any shares of Series B Preferred Stock are outstanding, no dividends or other distributions will be paid, declared or set apart with respect to any securities junior to the Series B Preferred Stock. Series B is senior to all other Preferred Stock except Series A.

c. In the event of a merger or other combination, the Holder(s) of Series B Preferred Stock shall be entitled to receive securities or other property to be received by holders of the Corporation's Common Stock, based on the number of shares of Common Stock such holder of Series B Preferred Stock is entitled to on conversion of such shares of Series B Preferred Stock.

d. The shares of Series B Preferred Stock shall be senior to all other shares of Preferred Stock other than Series A Preferred Stock

6. **Redemption.**

a. **Corporation's Redemption Option.** The Corporation will have the right, at the Corporation's option, to redeem all or a portion of the shares of Series B Preferred Stock, at a price per share equal to 100% of the Series B Issue Price (the "Corporation Redemption Price"). In the event the Corporation redeems the Series B Preferred Stock, the Holder(s) of such shares shall be entitled to receive the Original Series B Issue Price in full.

b. **Payment of Redemption Price.** Upon receipt by any Holder of a notice of redemption at the option of the Corporation, such Holder will promptly submit to the Corporation such Holder's Series B Preferred Stock certificates. Upon receipt of such Holder's Series B Preferred Stock certificates, the Corporation will pay the Corporation Redemption Price to such Holder in cash.

7. **Definitions.** For purposes of this **Section I**, the following terms shall have the following meanings:

a. **"As Converted Voting Shares"** means the number of votes per share of Series B Preferred Stock calculated as pursuant to the following formula: Number of votes per Series B share = Original Series B Issue Price, divided by the average closing price of the Corporation's Common Stock during the thirty (30) Trading Days immediately preceding the date of such vote.

b. **"Bankruptcy Court"** means the United States Bankruptcy Court for the District of Arizona, Phoenix Division.

c. **"Change of Control"** means the sale of all or substantially all the assets of the Corporation; any merger, consolidation or acquisition of the Corporation with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Corporation in one or more related transactions.

d. **"Common Stock"** means shares of the Corporation's common stock, par value \$0.001 per share.

e. **"Confirmation Order"** means an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of Title 11 of the United States Code.

f. **"Conversion Shares"** means shares of Common Stock issuable upon conversion of Series B Preferred Stock. Such Conversion Shares may be resold in accordance with Rule 144 under the Securities Act of 1933, as amended. In the event that the Conversion Shares are not eligible to be sold pursuant to Rule 144 at the time of the conversion then the Corporation agrees to file a registration with the Securities & Exchange Commission to register the Conversion Shares.

g. **"Effective Date"** has the meaning ascribed to it in the Plan.

h. **"Plan"** means that certain *Debtors' Joint Chapter 11 Plan of Reorganization*, as amended and confirmed by the United States Bankruptcy Court for the District of Arizona in the case of *In re Electric Transportation Engineering Corporation (d/b/a Ecotality North America)*, et. al., case number 13-16126. In the event of any inconsistency between, on one hand, the Plan and the Disclosure Statement, any exhibit to the Plan or any other instrument or document created or executed pursuant to the Plan, and, on the other hand, this Certificate, this Certificate shall control. For clarity, but without limitation, this Certificate satisfies the obligations in section 4.12(a)(iii)(2) to pay \$725,000 and to give the Pledged Shares, and is given in lieu of the Stock Pledge Agreement, as those terms are defined in the Plan.

i. **"Transaction Documents"** means, collectively, any Plan pursuant to which any share of Series B Preferred Stock is issued, and all other agreements, certificates and documents referenced therein or annexed thereto.

j. **"Trading Date"** means a day on which the principal Trading Market is open for trading.

k. **"Trading Market"** means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT,

the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTC Bulletin Board, or the OTC Markets Group Inc.'s OTCQX, OTCQB, or OTC Pink marketplaces (or any successors to any of the foregoing).

C. Stock Register. The Corporation will keep at its principal office, or at the offices of the transfer agent, a register of the Series B Preferred Stock, which shall be prima facie indicia of ownership of all outstanding shares of Series B Preferred Stock. Upon the surrender of any certificate representing Series B Preferred Stock at such place, the Corporation, at the request of the record Holder of such certificate, will execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares as is requested by the Holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

II. Miscellaneous.

A. Notices. Any and all notices to the Corporation will be addressed to the Corporation's Chief Executive Officer at the Corporation's principal place of business on file with the Secretary of State of the State of Delaware. Any and all notices or other communications or deliveries to be provided by the Corporation to any Holder hereunder will be in writing and delivered personally, by electronic mail or facsimile, sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile telephone number or address of such Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder will be deemed given and effective on the earliest of (1) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this **Section II.A** prior to 5:30 p.m. Eastern time, (2) the first business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this section later than 5:30 p.m. but prior to 11:59 p.m. Eastern time on such date, (3) the second business day following the date of mailing, if sent by nationally recognized overnight courier service, or (4) upon actual receipt by the party to whom such notice is required to be given.

B. Lost or Mutilated Preferred Stock Certificate. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered Holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series B Preferred Stock, and in the case of any such loss, theft or destruction upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the Holder is a financial institution or other institutional investor its own agreement will be satisfactory) or in the case of any such mutilation upon surrender of such certificate, the Corporation will, at its expense, execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

C. Headings. The headings contained herein are for convenience only and will not be deemed to limit or affect any of the provisions hereof.

RESOLVED, FURTHER, that the chairman, chief executive officer, chief financial officer, president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file a Designation of Preferences,

Rights and Limitations of Series B Preferred Stock in accordance with the foregoing resolution and the provisions of Nevada law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this __ day of December, 2014.

Signed: _____
Name: Michael D. Farkas
Title: Chief Executive Officer

Annex 4

Blackline of Revised Qualified Creditor Stock Trust Agreement

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QUALIFIED CREDITOR STOCK TRUST AGREEMENT

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QUALIFIED CREDITOR STOCK TRUST AGREEMENT

ECOTALITY CONSOLIDATED QUALIFIED CREDITOR STOCK TRUST AGREEMENT, dated as of _____, 2014 (the “Stock Trust Agreement”), by and among Reorganized ECOTALITY, as settlor, and Carolyn J. Johnsen (the “Stock Trustee”), as trustee of ECOTALITY Consolidated Qualified Creditor Trust (the “Stock Trust”) referred to herein. The Debtors and the Stock Trustee hereby establish the Stock Trust, pursuant to the provisions set forth herein.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors’ Joint Chapter 11 Plan of Reorganization* (as confirmed, the “Plan”).

Background

A. On September 16, 2013, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

B. On or about October 28, 2014, the Debtors filed the Plan and the Disclosure Statement.

C. The Disclosure Statement was conditionally approved on October 20, 2014, and approved on a final basis on [December 15, 2014].

D. On or about [December 15, 2014], the Bankruptcy Court entered an order (the “Confirmation Order”) confirming the Plan.

E. The Plan provides that (i) on the Effective Date and pursuant to the terms of this Stock Trust Agreement, the Stock Trust shall be created and all of the Stock Trust Assets (including, without limitation, 50% of the issued and outstanding shares of common stock of Reorganized ECOTALITY, together with all related voting and other rights, privileges and powers of a stockholder of Reorganized ECOTALITY pursuant to this Stock Trust Agreement, the articles of incorporation and the bylaws of Reorganized ECOTALITY as of the Effective Date (as the same may be amended from time to time, and applicable state law) shall be transferred to the Stock Trust, solely to be held by the Stock Trustee and for distribution in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order and (ii) no later than five (5) business days after the exercise of remedies upon an event of default under the Operating Line of Credit, the Plan Contributor shall pay the Minimum Distribution (less any amounts previously paid to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries pursuant to the Tax Sharing Agreement and the Stock Trust Agreement, as applicable) to the Stock Trust, without setoff or reduction of any kind or for any purpose, which

amounts shall be distributed for the benefit of Qualified Creditor Stock Beneficiaries pursuant to the Trust Agreements, as applicable.

F. The Stock Trust is being created pursuant to this Stock Trust Agreement for the sole purpose of administering, managing and distributing, as applicable, the Stock Trust Assets and preserving the value of the Stock Trust Assets and/or the proceeds thereof for the benefit of Creditors (collectively, the “Qualified Creditor Stock Beneficiaries”) with an Allowed General Unsecured Claim against the Debtors that is indebtedness described in section 382(l)(5)(E) of Internal Revenue Code of 1986, as amended (the “Tax Code”), in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order.

G. Pursuant to the Plan, the Liquidating Trust is being created pursuant to the Liquidating Trust Agreement for the sole purpose of liquidating, administering and distributing the Liquidating Trust Assets for the benefit of Liquidating Trust Beneficiaries, each of whom may also be Qualified Creditor Stock Trust Beneficiaries.

H. The Stock Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes within the meaning of Treasury Regulations Section 301.7701-4(d) and as a “grantor trust” to each Qualified Creditor Stock Beneficiary for U.S. federal income tax purposes, pursuant to the provisions of Subpart E of Subchapter J of Chapter 1 of the Tax Code, and to be exempt from the requirements of the Investment Company Act of 1940 pursuant, *inter alia*, to Sections 7(a) and 7(b) thereof.

I. In the event the Stock Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), the parties to this Stock Trust Agreement intend that the Stock Trustee take any action deemed necessary to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting the Stock Trust into a Delaware limited liability partnership or limited liability company.

J. The Stock Trustee shall have all powers necessary to implement the provisions of this Stock Trust Agreement and administer the Stock Trust, including, without limitation, the power to (i) administer and manage the Stock Trust Assets; (ii) distribute the Stock Trust Assets to the Qualified Creditor Stock Beneficiaries; (iii) transfer any or all of the Stock Trust Assets without the necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law; and (iv) otherwise perform the functions and take the actions provided for in this Stock Trust Agreement or permitted in the Plan or in any other agreement executed pursuant to the Plan.

K. **NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, Reorganized ECOTality and the Stock Trustee agree as follows:

ARTICLE I
DECLARATION OF TRUST

I.1 Creation of Trust. Reorganized ECOTality and the Stock Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of chapter 11 of the Bankruptcy Code, hereby constitute and create the Stock Trust, which shall bear the name “ECOTality Consolidated Stock Trust.” In connection with the exercise of the Stock Trustee’s power hereunder, the Stock Trustee may use this name or such variation thereof as the Stock Trustee sees fit.

I.2 Purpose of Stock Trust. The purpose of this Stock Trust Agreement is to implement the Plan on behalf, and for the benefit, of the Qualified Creditor Stock Beneficiaries by serving as a mechanism for managing, administering and distributing, as applicable, the Stock Trust Assets and/or proceeds thereof (including sale proceeds) to the Qualified Creditor Stock Beneficiaries in accordance with this Stock Trust Agreement, the Plan, the Confirmation Order and Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The Stock Trust (a) will not hold itself out as an investment company or an entity engaged in the conduct of a trade or business and (b) will not conduct a trade or business.

I.3 Transfer of Stock Trust Assets.

(a) Reorganized ECOTality hereby transfers on the Effective Date all of the Stock Trust Assets to the Stock Trust for the sole benefit of the Qualified Creditor Stock Beneficiaries pursuant to Bankruptcy Code sections 1123(a)(5)(B) and 1123(b)(3)(B) and in accordance with the Plan and the Confirmation Order, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other entities to the maximum extent contemplated by and permissible under Bankruptcy Code section 1141(c). The Stock Trust Assets and all other property held from time to time by the Stock Trust under this Stock Trust Agreement, and any earnings, including, without limitation, interest or dividends, on any of the foregoing, are to be applied by the Stock Trustee in accordance with the terms hereof, the Plan and the Confirmation Order for the benefit of the Qualified Creditor Stock Beneficiaries, and for no other party, subject to the further covenants, conditions and terms hereinafter set forth.

(b) For all federal, state and local income tax purposes, all relevant parties (including, without limitation, the Debtors, Reorganized ECOTality, the Stock Trustee and the Qualified Creditor Stock Beneficiaries) shall treat the transfer of the Stock Trust Assets to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries, regardless of whether the applicable Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the Stock Trust (but only at such time as actually transferred) as each

holder of an Allowed General Unsecured Claim against the Debtors that is indebtedness described in section 382(l)(5)(E) of the Tax Code, transferring such Allowed General Unsecured Claim to the Debtors in exchange for such holder's share of the Stock Trust Assets in addition to other distributions to which such holder may be entitled under the Plan (the "Beneficial Interests"). Such holder (and all holders collectively) shall be treated as the grantor(s) and owner(s) of the Stock Trust.

(c) As soon as possible after the Effective Date, but in no event later than one hundred and twenty (120) days thereafter, the Stock Trustee, in reliance upon such professionals as the Stock Trustee may retain in accordance with the Plan and this Stock Trust Agreement, shall make a good faith valuation of the Stock Trust Assets.

I.4 Appointment and Acceptance of Stock Trustee. The Stock Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The Stock Trustee accepts the Stock Trust created by this Stock Trust Agreement and the grant, assignment, transfer, conveyance and delivery to the Stock Trustee on behalf, and for the benefit, of the Qualified Creditor Stock Beneficiaries, by Reorganized ECOTality of all of its respective right, title and interest in the Stock Trust Assets, upon and subject to the terms and conditions set forth herein, in the Plan and in the Confirmation Order.

I.5 No Reversion to Reorganized ECOTality. In no event shall any part of the Stock Trust Assets revert to or be distributed to Reorganized ECOTality. To the extent that any property or Stock Trust Assets remain in the Stock Trust after satisfaction in full of all Allowed General Unsecured Claims against Debtors, and all of the costs and expenses of the administration of the Stock Trust, the Stock Trustee shall donate and distribute such Stock Trust Assets to a charitable organization selected by the Stock Trustee that is (a) described in section 501(c)(3) of the Tax Code, (b) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (c) not a "private foundation," as defined in section 509(a) of the Tax Code, and (d) unrelated to the Debtors, the Stock Trust and any insider of the Stock Trustee.

I.6 Incidents of Ownership. The Qualified Creditor Stock Beneficiaries shall be the sole beneficiaries of the Stock Trust and the Stock Trust Assets, and the Stock Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein, in the Plan and in the Confirmation Order, including, but not limited to, those powers set forth in Section VI.1 hereof.

The foregoing notwithstanding, however, the Stock Trustee, and not the Qualified Creditor Stock Beneficiaries, shall possess any and all incidents of ownership relating to the right to vote any shares comprising any part of the Stock Trust Assets in any corporation or other entity to which the Stock Trust Assets relate.

ARTICLE II

QUALIFIED CREDITOR STOCK BENEFICIARIES

II.1 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a Beneficial Interest, the Stock Trustee shall be entitled, at its sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the Stock Trustee may elect to make no payment or distribution with respect to the Beneficial Interest represented by the claims or demands involved, or any part thereof, and the Stock Trustee shall refer such conflicting claims or demands to the Bankruptcy Court and/or any court of competent jurisdiction, as may be appropriate, which shall have exclusive jurisdiction over resolution of such conflicting claims or demands. In so doing, the Stock Trustee shall not be or become liable to any party for its refusal to comply with any of such conflicting claims or demands. The Stock Trustee shall be entitled to refuse to act until either (a) the rights of the adverse claimants have been adjudicated by a Final Order or (b) all differences have been resolved by a written agreement among all of such parties and the Stock Trustee, which agreement shall include a complete release of the Stock Trust and the Stock Trustee (the occurrence of either (a) or (b) being referred to as a “Dispute Resolution” in this Section II.1). Until a Dispute Resolution is reached with respect to such conflicting claims or demands, the Stock Trustee shall hold in a segregated account with a U.S. financial institution any payments or distributions from the Stock Trust to be made with respect to the Beneficial Interest at issue. Promptly after a Dispute Resolution is reached, the Stock Trustee shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income generated thereon, in accordance with the terms of such Dispute Resolution.

II.2 Rights of Qualified Creditor Stock Beneficiaries. Each Qualified Creditor Stock Beneficiaries shall be entitled to participate in the rights and benefits due to a Qualified Creditor Stock Beneficiary hereunder according to the terms of this Stock Trust Agreement. Each Qualified Creditor Stock Beneficiary shall take and hold the same, subject to all the terms and conditions of this Stock Trust Agreement, the Plan and the Confirmation Order. The interest of a Qualified Creditor Stock Beneficiary is hereby declared and shall be, in all respects, personal property. Except as expressly provided hereunder, a Qualified Creditor Stock Beneficiary shall have no title to, right to, possession of, management of or control of the Stock Trust or the Stock Trust Assets.

II.3 Interest Beneficial Only. The ownership of a Beneficial Interest in the Stock Trust shall not entitle any Qualified Creditor Stock Beneficiary to any title in or to any of the Stock Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

II.4 Evidence of Beneficial Interest. Ownership of a Beneficial Interest in the Stock Trust will be evidenced by the books and records of the Stock Trust maintained by the Stock Trustee. The Stock Trustee shall, upon written request of a Qualified Creditor Stock Beneficiary, provide reasonably adequate documentary evidence of such Qualified Creditor Stock Beneficiary’s Beneficial Interest, as indicated in the books and records of the Stock Trust, provided, however, that no

physical certificates shall be issued representing the Beneficial Interests. The expense of providing such documentation shall be borne solely by the requesting Qualified Creditor Stock Beneficiaries.

II.5 Transfers of Beneficial Interests. Beneficial Interests may be transferred, sold or assigned only by operation of law as provided for in this Stock Trust Agreement and the Plan. For the avoidance of doubt, the transfer of any Beneficial Interests in accordance with the terms of this Stock Trust Agreement or the Plan is not intended to create or facilitate the creation of an active trading market for the Beneficial Interests and the Stock Trustee shall not encourage or facilitate the creation of an active trading market in the Beneficial Interests.

ARTICLE III

DURATION AND TERMINATION OF STOCK TRUST

III.1 Duration. The Stock Trust shall become effective upon the Effective Date and shall remain and continue in full force and effect until terminated as provided herein. The Stock Trust shall terminate (the “Termination Date”) automatically upon the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, multiple extensions can be obtained so long as Bankruptcy Court approval is obtained on a date within the period of six (6) months prior to the expiration of each extended term and the Stock Trustee receives a favorable ruling from the Internal Revenue Service (“IRS”) that any further extension would not adversely affect the status of the Stock Trust as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d) for federal income tax purposes. Notwithstanding the foregoing, after the termination of the Stock Trust, the Stock Trustee shall have the power to exercise all powers, authorities and discretions herein conferred until the complete distribution of the Stock Trust Assets to the Qualified Creditor Stock Beneficiaries. Upon termination, the Stock Trustee shall provide a final distribution and final report to the Qualified Creditor Stock Beneficiaries. Notwithstanding the foregoing, the Stock Trustee shall not unduly prolong the duration of the Stock Trust and shall at all times endeavor to dispose of and resolve all Stock Trust Assets to effect a final distribution of the Stock Trust Assets (or the proceeds thereof) to the Qualified Creditor Stock Beneficiaries as soon as reasonably practicable. Upon such termination and complete satisfaction of its duties under the Stock Trust Agreement, the Stock Trustee will be forever discharged and released from all power, duties, responsibilities and liabilities pursuant to the Stock Trust other than those attributable to fraud, gross negligence or willful misconduct of the Stock Trustee.

III.2 Post-Termination. After the termination of the Stock Trust and solely for the purpose of liquidating and winding up the affairs of the Stock Trust, the Stock Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of all of the Stock Trust Assets (or the proceeds thereof), the Stock Trustee shall retain the books, records and files of the Stock Trust that shall have been delivered to or created by the Stock Trustee. At the Stock Trustee’s discretion, all of such books, records and files may be destroyed at any time following the date that is six (6) years after the final distribution of Stock Trust Assets (unless such books, records and files

are necessary to fulfill the Stock Trustee's obligations herein) subject to the terms of any joint prosecution and common interests agreement(s) to which the Stock Trustee may be a party. Except as otherwise specifically provided herein, upon the final distribution of Stock Trust Assets (or the proceeds thereof), the Stock Trustee shall be deemed discharged and have no further duties or obligations hereunder, the Beneficial Interests shall be cancelled and the Stock Trust will be deemed to have been dissolved. In the event that there are *de minimis* Stock Trust Assets (or the proceeds thereof) at termination, the Stock Trustee may donate such Stock Trust Assets to a charitable organization of the Stock Trustee's choice that is (a) described in section 501(c)(3) of the Tax Code, (b) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (c) not a "private foundation," as defined in section 509(a) of the Tax Code, and (d) unrelated to the Debtors, Reorganized ECOTality, the Stock Trust and any insider of the Stock Trustee.

ARTICLE IV

DISTRIBUTIONS AND ADMINISTRATION OF STOCK TRUST

IV.1 Generally.

(a) Funding for the Distribution to Creditors. Distributions to holders of Allowed Claims under the Plan shall be funded by the Stock Trust Assets and the Liquidating Trust Assets, pursuant to the Plan, the Confirmation Order and the respective Trust Agreement.

(b) No Further Court Authorization. Except as provided herein, the Plan or the Confirmation Order, the Stock Trustee will continue the orderly administration of the Stock Trust Assets and otherwise implement the provisions of the Plan and the Confirmation Order, and, in connection with the foregoing, may transfer, assign, sell, liquidate, monetize or otherwise deal with the Stock Trust Assets without necessity of any further order of the Bankruptcy Court and/or state court or other governmental body.

IV.2 Distributions After Allowance of Disputed Claims.

(a) Except as otherwise provided herein, if, on or after the Effective Date, any Disputed Claim becomes an Allowed Claim, the Stock Trustee shall distribute to the holder of such Claim in accordance with the Plan, Beneficial Interests such holder would have received had its Claim been Allowed on the Effective Date as determined by distributions of Beneficial Interests made to other holders of Allowed Claims under the Plan, the Confirmation Order and this Stock Trust Agreement.

IV.3 Distributions.

(a) Pro Rata Distributions. Each Qualified Creditor Stock Beneficiary shall be entitled to receive distributions on a *pro rata* basis with all other Qualified Creditor Stock Beneficiaries of all income, profits or distributions received as a result of the Stock Trust Assets. To

the extent that the total value of all Allowed Claims is less than the value of the Stock Trust Assets, then the excess value remaining after payment in full of the Allowed Claims shall be distributed to the Qualified Creditor Stock Beneficiaries on a *pro rata* basis. “*Pro rata*” means the proportion that a Qualified Creditor Stock Beneficiary’s Beneficial Interests on account of Allowed General Unsecured Claims bears to the aggregate amount of Beneficial Interests that are held by all Qualified Creditor Stock Beneficiaries holding Allowed General Unsecured Claims.

(b) Party Responsible For Making Distributions. The Stock Trustee shall be charged with making distributions from the Stock Trust as and when the Stock Trustee determines there are adequate funds on hand in the Stock Trust to permit a distribution to Qualified Creditor Stock Beneficiaries. The Stock Trustee shall exercise reasonable business judgment and make distributions of the Stock Trust Assets to maximize distributions for the benefit of the Qualified Creditor Stock Beneficiaries; provided, however, that the Stock Trustee shall be entitled to take into consideration the risks, timing and costs of potential actions in making determinations as to the maximization of distributions.

(c) Withholding of Distributions. All distributions under the Plan and all related agreements shall be subject to any applicable withholding and reporting requirements. In addition to any other withholding authorized hereunder, in the case of a Cash distribution that is subject to withholding, the Stock Trustee may withhold from amounts distributable on account of Allowed Claims any and all amounts determined in the Stock Trustee’s reasonable and sole discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate Cash necessary to pay the withholding tax. All such amounts withheld, and paid to the appropriate taxing authority, shall be treated as amounts distributed to such Qualified Creditor Stock Beneficiaries for all purposes of this Stock Trust Agreement. The Stock Trustee shall be authorized to collect such tax information from the holders of Allowed Claims (including, without limitation, social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan, the Confirmation Order and this Stock Trust Agreement. The Stock Trustee may require any of the holders of Allowed Claims to furnish to the Stock Trustee (i) its taxpayer identification number (“TIN”) as assigned by the IRS, or (ii) in the case of Qualified Creditor Stock Beneficiaries that are not United States persons for federal income tax purposes, certification of foreign status on IRS Form W-8BEN or W-8ECI, and the Stock Trustee may condition any distribution to any of the Qualified Creditor Stock Beneficiaries upon receipt of such identification number or certification. This identification requirement may, in certain cases, extend to Qualified Creditor Stock Beneficiaries who hold their securities in street name. The Stock Trustee may refuse to make a distribution to any Qualified Creditor Stock Beneficiaries that fails to furnish such tax information in a timely manner, until such information is delivered; provided, however, that upon the Qualified Creditor Stock Beneficiary’s delivery of such information, the Stock Trustee shall make such distribution to which the Qualified Creditor Stock Beneficiaries is entitled, together with any interest and income actually

earned thereon; and, provided, further, that, if the Stock Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Stock Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Stock Trustee for such liability. The distribution amount of a Qualified Creditor Stock Beneficiaries who fails to provide the required tax information will be classified as an undeliverable Distribution subject to the same treatment described in Section IV.3(d). Notwithstanding the foregoing, each holder of an Allowed Claim that receives a distribution under the Plan shall have the sole and exclusive responsibility for any taxes imposed by any governmental unit, including income, withholding and other taxes, on account of such distribution.

(d) Delivery of Distributions and Undeliverable Distributions. Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on either the Schedules or the books and records of the Debtors, unless the Stock Trustee has otherwise been notified by the holder in writing of a change of address, including, without limitation, by the filing of a Proof of Claim by such holder that contains an address for such holder different from the address reflected on either the Schedules or the Debtors' books and records. In the event that any distribution to any holder is returned as undeliverable, no further distributions to such holder shall be made unless and until the Stock Trustee is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. At the option of the Stock Trustee, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements. Checks issued by the Stock Trustee in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. All demands for undeliverable distributions (including requests for re-issuance of any voided check) shall be made to the Stock Trustee on or before thirty (30) days after the expiration of the ninety (90) day period after the date such undeliverable distribution was initially made or the check was originally issued, as applicable. Thereafter, the amount represented by such undeliverable distribution (including a voided check) shall be deemed forfeited, and any Claim in respect of such undeliverable distribution (including a voided check) shall be disallowed, discharged and forever barred from asserting any such Claim against the Released Parties. Any distributions that are forfeited or otherwise cancelled shall be distributed to the holders of Allowed General Unsecured Claims (other than those whose distributions are deemed undeliverable hereunder) in accordance with the Plan and the Confirmation Order. If either (i) all Allowed General Unsecured Claims (other than those whose distributions are deemed undeliverable hereunder) have been paid in full or (ii) the amount of any final distribution to any holder of a Allowed General Unsecured Claim would be \$25 or less, then no further distribution shall be made and any surplus Cash shall be donated and distributed to a charitable organization selected by the Stock Trustee that is (a) described in section 501(c)(3) of the Tax Code, (b) exempt from U.S. federal income tax under section 501(a) of the Tax Code, (c) not a "private foundation," as defined in section 509(a) of the Tax Code, and (d) unrelated to the Plan Debtors, the Stock Trust and any insider of the Stock Trustee.

(e) Allocation of Plan Distribution Between Principal and Interest. All distributions in respect of any Allowed Claim shall be allocated first to the principal amount of such Allowed Claim, as determined for federal income tax purposes, and thereafter to the remaining portion of such Allowed Claim (including the interest portion of the Allowed Claim), if any.

(f) Priority of Distribution of Trust Proceeds. The Stock Trustee shall apply any Stock Trust Assets available for distribution and any proceeds therefrom in the order and reflecting the priorities set forth below:

(i) Costs and Expenses of the Stock Trust. First, the Stock Trustee shall pay all liabilities, costs and expenses of the Stock Trust, including, without limitation, (x) payment of all professionals, employees, or agents of the Stock Trust, (y) compensation due and payable to the Stock Trustee as specified in Section VII.6 of this Stock Trust Agreement; and (z) reimbursement for any and all costs, expenses and liabilities incurred by the Stock Trustee in connection with the performance of its duties under this Stock Trust Agreement.

(ii) Allowed Claims in Class 3. Second, to make the payments required under the Plan to holders of Beneficial Interests in accordance with the terms, provisions and priorities set forth in the Plan and this Stock Trust Agreement.

IV.4 Exchange Act. The Stock Trust is not intended to be subject to the registration and reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or the rules and regulations promulgated thereunder, and neither are the Beneficial Interests intended to be “securities” as that term is used in the Exchange Act and applicable U.S. securities laws. The Stock Trustee shall take such actions and implement its duties and powers with respect to the Stock Trust, to the furthest extent reasonably practicable, so as to not cause the Stock Trust to be required to register under the Exchange Act. Notwithstanding the foregoing, if the Stock Trust becomes subject to the registration requirements of the Exchange Act, the Stock Trustee may, if appropriate, cause the Stock Trust to register pursuant to, and comply with, the applicable reporting requirements of the Exchange Act.

IV.5 Fiscal Year. Except for the first and last years of the Stock Trust, the fiscal year of the Stock Trust shall be the calendar year. For the first and last years of the Stock Trust, the fiscal year of the Stock Trust shall be such portion of the calendar year that the Stock Trust is in existence.

IV.6 Books and Records.

(a) The Stock Trustee shall maintain in respect of the Stock Trust and the holders of Beneficial Interests historical books and records at its place of business for the period commencing on the date hereof through the term of this Stock Trust Agreement relating to the Stock Trust Assets and income of the Stock Trust and the payment of expenses of, and liabilities of claims against or

assumed by, the Stock Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof in accordance with Article V of this Stock Trust Agreement and to comply with applicable provisions of law. Such books and records shall be maintained on modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the Stock Trust. Holders of Beneficial Interests shall have the right upon thirty (30) days prior written notice delivered to the Stock Trustee to inspect such historical books and records (including financial statements); provided, that, if so requested, such holder shall have (i) entered into a confidentiality agreement satisfactory in form and substance to the Stock Trustee in its sole discretion; and (ii) agreed to bear the costs of the Stock Trust incurred in connection with such inspection.

(b) The Stock Trustee shall deliver reports to the Bankruptcy Court on a quarterly basis, which reports shall specify in reasonable detail (i) the status of the Stock Trust Assets assigned to the Stock Trust, including any settlements entered into by the Stock Trust; (ii) the fees and expenses of the Stock Trust and the Stock Trustee, including any professional fees, incurred and/or earned during the most recent quarter; (iii) the aggregate amount of Stock Trust Proceeds received by the Stock Trust during the most recent quarter; (iv) the calculation of the Stock Trust Assets available for distribution for the next distribution date; and (v) the aggregate amount of distributions from the Stock Trust to Qualified Creditor Stock Beneficiaries during the most recent quarter. The Stock Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions as may be necessary to cause the Stock Trust and the Stock Trustee to be in compliance with applicable law.

(c) Subject to the terms of any order of the Bankruptcy Court, on or after the Effective Date, pursuant to Bankruptcy Code section 554(a), the Stock Trustee is authorized, from time to time, without further application to the Bankruptcy Court or notice to any party, to abandon or otherwise destroy documents and records (whether in electronic or paper format) that it determines, in its reasonable business judgment, are no longer necessary to the administration of either the Chapter 11 Cases or the Plan, notwithstanding any federal, state, or local law or requirement requiring the retention of the applicable documents or records.

IV.7 Insurance. Nothing in this Stock Trust Agreement shall diminish, impair or otherwise affect distributions from the proceeds or the enforceability of any insurance policies that may cover Claims against any Debtor.

IV.8 Disputes Regarding Compensation. To the extent a dispute regarding compensation arises, the Stock Trustee may file a motion and/or other pleadings with the Bankruptcy Court and retain advice and guidance or such other relief as may be appropriate concerning a resolution of the compensation matter(s) in dispute between the parties.

ARTICLE V

TAX MATTERS

V.1 Tax Treatment.

(a) For all federal and applicable state and local income tax purposes, all parties (including, without limitation, the Debtors, Reorganized ECOTality, the Stock Trustee and the Qualified Creditor Stock Beneficiaries) shall treat the transfer of the Stock Trust Assets to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries, whether their Claims are Allowed on or after the Effective Date and are qualified under section 382(l)(5)(E) of the Tax Code, including any amounts or other assets subsequently transferred to the Stock Trust (but only at such time as actually transferred) as (i) a transfer of the Stock Trust Assets (subject to any obligations relating to such Stock Trust Assets) directly to the Qualified Creditor Stock Beneficiaries and, to the extent the Stock Trust Assets are allocable to Disputed Claims that are the responsibility of the Stock Trust to resolve, to the Disputed Claims Reserve or the reserves for Disputed General Unsecured Claims, followed by (ii) the transfer by the Qualified Creditor Stock Beneficiaries to the Stock Trust of the Stock Trust Assets (other than the Stock Trust Assets allocable to the Disputed Claims Reserve or the reserves for Disputed General Unsecured Claims) in exchange for Stock Trust Beneficial Interests. Accordingly, the Qualified Creditor Stock Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Stock Trust Assets (other than such Stock Trust Assets as are allocable to the Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

(b) All parties shall treat the Stock Trust as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) and as a “grantor trust” pursuant to the provisions of Subpart E of Subchapter J of Chapter 1 of the Tax Code and any comparable provision of state or local law, of which the beneficiaries of the Stock Trust are the owners and grantors, and treat the beneficiaries of the Stock Trust as the direct owners of an undivided interest in Stock Trust Assets (other than any assets allocable to Disputed Claims), consistent with their economic interests therein.

(c) In the alternative, if the Stock Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), then this Stock Trust Agreement is intended to empower the Stock Trustee to take such action as he shall deem appropriate to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3, including, if necessary, creating or converting it into a limited liability partnership or limited liability company that is so qualified, subject to the provisions of Sections VI.1(b) and VI.2 IX.11 hereof.

(d) The Stock Trustee shall in good faith value the Stock Trust Assets and make such valuation available from time to time, to the extent relevant. All parties shall consistently use such valuation for all federal and applicable state and local income tax purposes.

(e) Allocations of the Stock Trust's taxable income (other than income attributable to assets in the Disputed Claims Reserve or reserves for Disputed General Unsecured Claims) among the Qualified Creditor Stock Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time, and without regard to any restrictions on distributions) if, immediately prior to such deemed distribution, the Stock Trust had distributed all of its other assets (valued at their tax book value and other than assets allocable to Disputed Claims) to the Qualified Creditor Stock Beneficiaries, in each case up to the tax book value of the assets treated as contributed by such beneficiaries of the Stock Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Stock Trust. Similarly, taxable loss of the Stock Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Stock Trust Assets. The tax book value of the Stock Trust Assets for this purpose shall equal their fair market value on the date such assets are transferred to the Stock Trust, adjusted in accordance with tax accounting principles prescribed by the Tax Code, applicable Treasury regulations, and other applicable administrative and judicial authorities and pronouncements.

(f) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Stock Trust of a private letter ruling if requested, or the receipt of an adverse determination by the IRS upon audit if not contested), the Stock Trust shall (i) timely elect to treat any Disputed Claims Reserve and the reserves for Disputed General Unsecured Claims as "disputed ownership funds" governed by Treasury Regulation section 1.468B-9 by timely making an election, and (ii) to the extent permitted by applicable law, report consistent with the foregoing for state and local income tax purposes. All holders of Beneficial Interests shall report, for all tax purposes, consistent with the foregoing. With respect to any Stock Trust Assets and any other income or gain of the Stock Trust allocable to Disputed Claims or the reserves for Disputed General Unsecured Claims, the Stock Trustee shall cause the Stock Trust to pay any taxes imposed on the Stock Trust by any federal, state or local, or any non-U.S. taxing authority. The amount of such taxes paid by the Stock Trust with respect to a Disputed Claim or the reserves for Disputed General Unsecured Claims (i) will reduce the amount distributed with respect to such Claim to the extent it becomes an Allowed Claim and (ii) to the extent such Claim does not become an Allowed Claim, will reduce distributions ratably to all holders in the same Class as such Claim; provided, however, that any taxes that reduce distributions pursuant to the foregoing clauses (i) and (ii) shall, for all purposes of this Agreement, be treated as amounts distributed to those holders of Claims whose distributions are so reduced.

(g) The Stock Trustee shall duly comply on a timely basis with all obligations, and satisfy all liabilities, imposed on the Stock Trustee or the Stock Trust under non-U.S. law relating to Taxes. The Stock Trustee, or any other legal representative of the Stock Trust, shall not distribute the Stock Trust Assets or proceeds thereof without having first obtained all certificates required to have been obtained under applicable non-United States law relating to Taxes.

V.2 Tax Reporting. The “taxable year” of the Stock Trust shall be the “calendar year” as those terms are defined in section 441 of the Tax Code. The Stock Trustee shall file with the IRS returns for the Stock Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). The Stock Trustee also shall send annually (within seventy-five (75) days after the end of each calendar year) to each Qualified Creditor Stock Beneficiaries a separate statement setting forth the Qualified Creditor Stock Beneficiary’s share of items of income, gain, loss, deduction or credit, and shall instruct all of the Qualified Creditor Stock Beneficiaries to report such items on their U.S. federal income tax returns or to forward the appropriate information to such Qualified Creditor Stock Beneficiary’s underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. Such reporting shall also occur within sixty (60) days of the dissolution of the Stock Trust.

V.3 Tax Payment. The Stock Trustee shall be responsible for the payment, out of the Stock Trust, of any taxes imposed on the Stock Trust or the Stock Trust Assets.

V.4 Expedited Determination. The Stock Trustee may request an expedited determination of the taxes of the Stock Trust under Bankruptcy Code section 505(b) for all returns for, or on behalf of the Stock Trust, for all taxable periods through the dissolution of the Stock Trust.

ARTICLE VI

POWERS OF AND LIMITATIONS ON THE STOCK TRUSTEE

VI.1 Powers of the Stock Trustee.

(a) The Stock Trustee shall have the responsibility, as applicable, for administering the Stock Trust, maintaining the Stock Trust Assets, liquidating the Stock Trust Assets and making distributions under the Plan. Pursuant to the terms of the Plan and the Confirmation Order, the Stock Trustee shall have various powers, duties and responsibilities concerning the prosecution of certain litigation claims, the disposition of assets, the resolution of claims and numerous other obligations relating to maximizing the proceeds of the Stock Trust Assets and the administration of the Stock Trust.

(b) The Stock Trustee shall have such rights, powers and privileges expressly set forth in the Plan, the Confirmation Order and this Stock Trust Agreement, and as otherwise provided by applicable law. Subject to the other provisions herein, the Stock Trustee shall be expressly

authorized to undertake the following actions, in the Stock Trustee's good faith judgment, in the best interests of the Qualified Creditor Stock Beneficiaries and to maximize distributions therefor:

- (i) manage, administer and liquidate, as applicable, the Stock Trust Assets;
- (ii) execute any documents and take any other actions related to, or in connection with, the liquidation or distribution of the Stock Trust Assets and the exercise of the Stock Trustee's powers granted herein;
- (iii) hold legal title to any and all rights of the Qualified Creditor Stock Beneficiaries in, to or arising from, the Stock Trust Assets;
- (iv) protect and enforce the rights to the Stock Trust Assets vested in the Stock Trustee by this Stock Trust Agreement by any method deemed reasonably appropriate, including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law, and general principles of equity;
- (v) make distributions of the Stock Trust Assets to the appropriate Qualified Creditor Stock Beneficiaries in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order;
- (vi) file, if necessary, any and all tax returns with respect to the Stock Trust and pay taxes properly payable by the Stock Trust, if any;
- (vii) make all necessary filings concerning the Stock Trust in accordance with any applicable law, statute or regulation, including, but not limited to, the Exchange Act;
- (viii) determine and satisfy from the Stock Trust Assets any and all taxes and ordinary course liabilities, including reasonable professional fees and expenses, created, incurred or assumed by the Stock Trust that the Stock Trust reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court;
- (ix) request any appropriate tax determination, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;
- (x) in the event that the Stock Trustee determines that the Qualified Creditor Stock Beneficiaries or the Stock Trust may, will or have become subject to adverse tax consequences, take such actions that will, or are intended to, alleviate such adverse tax consequences, including taking any and all necessary actions as the Stock

Trustee shall deem appropriate to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting it into a limited liability partnership or limited liability company that is so qualified;

(xi) subject to the limitations set forth in Section VI.3 of this Stock Trust Agreement, retain and pay professionals, advisors and employees (including former advisors and employees of the Debtors), and contractors or other agents, including any and all estate professionals, from the Stock Trust Assets to carry out its duties and obligations hereunder;

(xii) invest monies received by the Stock Trust or the Stock Trustee, or otherwise held by the Stock Trust or the Stock Trustee in accordance with Section VI.4 hereof, consistent with the Stock Trust's status as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and which actions are merely incidental to its liquidation and dissolution;

(xiii) create sub-trusts or title vehicles of which the Stock Trust or the Qualified Creditor Stock Beneficiaries hold the beneficial or ownership interests, as applicable;

(xiv) purchase customary insurance coverage in accordance with Section IV.7 hereof;

(xv) perform such functions and take such actions as are provided for or permitted in this Stock Trust Agreement, the Plan, the Confirmation Order or any other agreement executed pursuant to the Plan together with the right and authority to take such other actions, perform such other functions, and enter into such other agreements and instruments as the Stock Trustee, in the exercise of its reasonable business judgment, deems necessary or appropriate to fulfill the duties, rights and powers of the Stock Trustee contemplated in this Stock Trust Agreement, the Plan, the Confirmation Order or applicable law; and

(xvi) enter into, on behalf of the Stock Trust, escrow or similar agreements with U.S. financial institutions, on compensation and other terms acceptable to the Stock Trustee, for purposes of effecting distributions otherwise in accordance with this Stock Trust Agreement, the Plan and the Confirmation Order and investing Stock Trust Assets in accordance with Section VI.4 prior to the distribution thereof

VI.2 Limitations on Stock Trustee. No part of the Stock Trust Assets shall be used or disposed of by the Stock Trustee in furtherance of any trade or business. The Stock Trustee shall,

on behalf of the Stock Trust, hold the Stock Trust out as a trust in the process of liquidation and not as an investment company. The Stock Trustee shall not become a market-maker for the Beneficial Interests or otherwise attempt to create a secondary trading market for the Beneficial Interests. The Stock Trustee shall not engage in any investments or activities inconsistent with the treatment of the Stock Trust as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) while the Stock Trustees intend the Stock Trust to qualify as a liquidating trust; provided, however, that if the Stock Trust (or a limited liability company or limited liability partnership into which it shall be converted) shall be classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3, these restrictions shall not apply. The Stock Trustee shall be restricted to the liquidation of the Stock Trust Assets on behalf, and for the benefit, of the Qualified Creditor Stock Beneficiaries; the distribution and application of Stock Trust Assets for the purposes set forth in this Stock Trust Agreement, the Plan and the Confirmation Order; and the conservation and protection of the Stock Trust Assets and the administration thereof in accordance with the provisions of this Stock Trust Agreement, the Plan and the Confirmation Order.

VI.3 Agents and Professionals; Employees. The Stock Trust may employ such counsel (which may be the same counsel employed by the Debtors), advisors (which may be the same advisors formerly employed by the Debtors) and other professionals selected by the Stock Trustee that the Stock Trust reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court. The Stock Trust's professionals shall be compensated at the rates agreed to by the Stock Trustee and such professionals, and paid without further motion, application, notice or other order of the Bankruptcy Court. The fees and expenses of the Stock Trust's professionals shall be satisfied out of the Stock Trust Assets. In the event of any dispute concerning the entitlement to, or the reasonableness of, any compensation and/or expenses of any professional for the Stock Trust, either the Stock Trustee or the affected party may ask the Bankruptcy Court to resolve the dispute.

VI.4 Investment of Stock Trust Monies. The Stock Trustee shall invest the proceeds of the Stock Trust Assets received by the Stock Trustee or otherwise held by the Stock Trustee in highly rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses, and other obligations and make distributions under ARTICLE IV of this Stock Trust Agreement, which investments shall consist of (a) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States; (b) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies; or (c) other investment-grade, short-term debt investments.

VI.5 No Further Approvals Required/Transfer of Stock Trust Assets. In performance of its duties hereunder, the Stock Trustee shall have the rights and powers of a debtor in possession under Bankruptcy Code section 1107, and such other rights, powers, and duties necessary, appropriate, advisable or convenient to effectuate the provisions of the Plan. On and after the Effective Date, the Stock Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or

governmental body and/or provide any notices under any applicable laws to implement the terms of the Plan, including, without limitation, the transfer of any Stock Trust Assets retained by the Stock Trust. As further set forth in this Stock Trust Agreement, without limiting the foregoing, the Stock Trustee shall be authorized pursuant to the Plan to transfer any or all of the Stock Trust Assets without necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law.

ARTICLE VII

CONCERNING THE STOCK TRUSTEE

VII.1 Generally. The Stock Trustee shall exercise such rights and powers vested in it by this Stock Trust Agreement, the Plan and the Confirmation Order, and, in addition thereto, such other and further rights and powers as are appropriate to fulfill the duties of the Stock Trustee under this Stock Trust Agreement, the Plan and the Confirmation Order, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs. No provision of this Stock Trust Agreement, the Plan or the Confirmation Order shall be construed to relieve the Stock Trustee from liability for its own gross negligence, fraud or reckless, intentional or willful misconduct, except that the Stock Trustee shall not be liable for any action taken in good faith in reliance upon the advice of professionals retained by the Stock Trustee in accordance with this Stock Trust Agreement.

VII.2 Reliance by Stock Trustee. Except as otherwise provided in this Stock Trust Agreement, the Plan or the Confirmation Order:

(a) the Stock Trustee may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Stock Trustee to be genuine and to have been signed or presented by the proper party or parties; and

(b) persons (including any professionals retained by the Stock Trustee in accordance with this Stock Trust Agreement) engaged in transactions with the Stock Trustee shall look to only the Stock Trust Assets to satisfy any liability incurred by the Stock Trustee to such person in carrying out the terms of this Stock Trust Agreement, the Plan or the Confirmation Order, and the Stock Trustee shall have no personal or individual obligation to satisfy any such liability.

VII.3 Liability to Third Persons. No Qualified Creditor Stock Beneficiaries shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Stock Trust Assets or the affairs of the Stock Trust and the Stock Trustee. The Stock Trustee and agents of the Stock Trustee shall not be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Stock Trust Assets or the affairs of the Stock Trust, except for its own gross negligence, fraud or reckless, intentional or willful misconduct, and all such persons shall look solely to the Stock Trust Assets for satisfaction of claims of any

nature arising in connection with affairs of the Stock Trust. Other than as set forth in the Plan or in the Confirmation Order, nothing in this Section VII.3 shall be deemed to release any Qualified Creditor Stock Beneficiaries from any actions or omissions occurring prior to the Effective Date.

VII.4 Non-liability of Stock Trustee for Acts of Others. Nothing contained in this Stock Trust Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the Stock Trustee of any of the liabilities, obligations or duties of the Debtors and shall not be deemed to be or contain a covenant or agreement by the Stock Trustee to assume or accept any such liability, obligation or duty. Any successor Stock Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Stock Trustee hereunder, and any statement or representation made as to the assets comprising the Stock Trust Assets or as to any other fact bearing upon the prior administration of the Stock Trust, so long as it has a good-faith basis to do so. The Stock Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement or representation if it is later proved to be incomplete, inaccurate or untrue. The Stock Trustee or any successor Stock Trustee shall not be liable for any act or omission of any predecessor Stock Trustee, nor have a duty to enforce any claims against any predecessor Stock Trustee on account of any such act or omission. [For the avoidance of doubt, the Qualified Creditor Stock Beneficiaries shall not have any claims or causes of action of any kind or nature against the Stock Trustee, in her capacity as such or in any other capacity as a result of the Liquidating Trustee exercising any rights pursuant to the Plan, the Confirmation Order, the Liquidating Trust Agreement, the Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock or the Operating Line of Credit.]

VII.5 Indemnity. The Stock Trustee and its agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the “Indemnified Parties”) shall be indemnified by the Stock Trust solely from the Stock Trust Assets for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements and related expenses that the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Stock Trustee solely in its capacity as such, provided, however, that the Stock Trust shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence; fraud; or reckless, intentional or willful misconduct. Notwithstanding any provision herein to the contrary, the Indemnified Parties shall be entitled to obtain advances from the Stock Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such, provided, however, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Stock Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the

provisions of this Section VII.5. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

VII.6 Compensation and Expenses. The Stock Trustee shall be compensated at his or her standard hourly rate for its services and reimbursed for its out-of-pocket expenses incident to the performance of its duties under the Plan. The Stock Trustee shall be paid without further motion, application, notice or other order of the Bankruptcy Court. The fees and expenses of the Stock Trustee shall be satisfied out of the Stock Trust Assets.

ARTICLE VIII

SUCCESSOR STOCK TRUSTEES

VIII.1 Resignation. The Stock Trustee may resign at any time upon not less than sixty (60) days' written notice to the Bankruptcy Court.

VIII.2 Effect of Resignation. The resignation, incompetency, bankruptcy or insolvency of the Stock Trustee shall not operate to terminate the Stock Trust or to revoke any existing agency created pursuant to the terms of this Stock Trust Agreement, the Plan or the Confirmation Order, or invalidate any action theretofore taken by the Stock Trustee. All fees and expenses incurred by the Stock Trustee prior to the resignation, incompetency or removal of the Stock Trustee shall be paid from the Stock Trust Assets, unless such fees and expenses are disputed by the successor Stock Trustee, in which case the Bankruptcy Court shall resolve the dispute, and any disputed fees and expenses of the predecessor Stock Trustee that are subsequently allowed by the Bankruptcy Court shall be paid from the Stock Trust Assets. In the event of the resignation or removal of the Stock Trustee, such Stock Trustee shall (a) promptly execute and deliver such documents, instruments and other writings as may be reasonably requested by the successor Stock Trustee or directed by the Bankruptcy Court to effect the termination of such Stock Trustee's capacity under this Stock Trust Agreement; (b) promptly deliver to the successor Stock Trustee all documents, instruments, records and other writings related to the Stock Trust as may be in the possession of such Stock Trustee, provided, however, that the Stock Trustee may retain one copy of each of such documents for its purposes, subject to the terms of any joint prosecution and common interest agreement to which the Stock Trustee is party; and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Stock Trustee.

VIII.3 Replacement. In the event that the Stock Trustee resigns, or in the event of the death of the Stock Trustee or other occurrence rendering the Stock Trustee incapacitated or unavailable for an extended period of thirty (30) consecutive days, a replacement Stock Trustee shall be designated by the Bankruptcy Court with the consent of a majority of the Qualified Creditor Stock Beneficiaries in existence at that time or the Bankruptcy Court, if such majority consent cannot be obtained. A notice of the identity of the new Stock Trustee shall be filed with the Bankruptcy Court promptly after the new Stock Trustee is designated.

VIII.4 Acceptance of Appointment by Successor Stock Trustee. Any successor Stock Trustee appointed hereunder shall execute an instrument accepting its appointment and shall deliver one counterpart thereof to the Bankruptcy Court for filing and, in the case of the Stock Trustee's resignation, to the resigning Stock Trustee. Thereupon, such successor Stock Trustee shall, without any further act, become vested with all the liabilities, duties, powers, rights, title, discretion and privileges of its predecessor in the Stock Trust with like effect as if originally named Stock Trustee and shall be deemed appointed pursuant to Bankruptcy Code section 1123(b)(3)(B). The resigning or removed Stock Trustee shall duly assign, transfer and deliver to such successor Stock Trustee all property and money held by such resigning or removed Stock Trustee hereunder and shall, as directed by the Bankruptcy Court or reasonably requested by such successor Stock Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Stock Trustee upon the trusts herein expressed all the liabilities, duties, powers, rights, title, discretion and privileges of such resigning or removed Stock Trustee.

ARTICLE IX

MISCELLANEOUS PROVISIONS

IX.1 Fiduciary Obligation. The Stock Trustee shall owe fiduciary duties to the Qualified Creditor Stock Beneficiaries.

IX.2 Governing Law. This Stock Trust Agreement shall be governed by and construed in accordance with the laws of the [State of Arizona] (without reference to conflicts of law).

IX.3 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the Stock Trust and the Stock Trustee (but solely in its capacity as such), including, without limitation, the administration and activities of the Stock Trust and the Stock Trustee, provided, however, that notwithstanding the foregoing, the Stock Trustee shall have power and authority to bring any action in any court of competent jurisdiction to prosecute any claims or causes of action assigned to the Stock Trust.

IX.4 Severability. In the event that any provision of this Stock Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this Stock Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Stock Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

IX.5 Notices. Any notice or other communication required or permitted to be made under this Stock Trust Agreement shall be in writing and shall be deemed to have been sufficiently given,

for all purposes, if delivered personally or by telex, facsimile or other telegraphic means; sent by nationally recognized overnight delivery service; or mailed by first-class mail:

- (i) if to the Stock Trustee, to:

Carolyn J. Johnsen
Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Telephone: (602) 285-5040

- (ii) if to any Qualified Creditor Stock Beneficiaries, to the last known address of such Qualified Creditor Stock Beneficiaries according to the Stock Trustee's records.

IX.6 Headings. The headings contained in this Stock Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Stock Trust Agreement or of any term or provision hereof.

IX.7 Plan. The terms of this Stock Trust Agreement are intended to supplement the terms provided by the Plan and the Confirmation Order. However, to the extent that the terms of the Plan are inconsistent with the terms set forth in this Stock Trust Agreement with respect to the Stock Trust, then the Plan and the Confirmation Order shall govern.

IX.8 Cooperation. The Debtors and the Reorganized Debtors, as applicable, shall turn over or otherwise make available to the Stock Trustee at no cost to the Stock Trust or the Stock Trustee, all books and records reasonably required by the Stock Trustee to carry out its duties hereunder, and shall otherwise reasonably cooperate with the Stock Trustee in carrying out its duties hereunder.

IX.9 Entire Stock Trust Agreement. This Stock Trust Agreement contains the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

IX.10 Named Party. In disposing of any Stock Trust Assets, or otherwise administering the Stock Trust or any Stock Trust Assets, including, without limitation, the execution of documents, such as bills of sale, releases, and agreements, the Stock Trustee may pursue such matters and/or execute any such documents in the name of "Stock Trust" and/or in his own name as Stock Trustee or in such other names or such representative capacities as necessary or appropriate in the Stock Trustee's discretion.

IX.11 Amendment. This Stock Trust Agreement may be amended by the Stock Trustee, provided, however, that Bankruptcy Court approval shall be required for any changes or amendments to this Stock Trust Agreement that are inconsistent with the terms of the Plan or the Confirmation

Order. Notwithstanding this Section IX.11, any amendments to this Stock Trust Agreement shall not be inconsistent with the purpose and intention of the Stock Trust to liquidate in an orderly manner the Stock Trust Assets (which will maximize the value of such assets) in accordance with Treasury Regulations Section 301.7701-4(d), or in the alternative, as allowed under Arizona law applicable to limited liability companies or limited liability partnerships, to not engage in a trade or business or encourage the creation of an active secondary trading market in the Beneficial Interests. In the event that the Stock Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), this Stock Trust Agreement may be amended by the Stock Trustee to the extent necessary for the Stock Trustee to take such action as it shall deem appropriate to have the Stock Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting it into a limited liability partnership or limited liability company that is so classified.

IX.12 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code; the Bankruptcy Rules; or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Stock Trust Agreement, and the word “herein” and words of similar import refer to this Stock Trust Agreement as a whole and not to any particular Article, Section or subdivision of this Stock Trust Agreement. The term “including” shall mean “including, without limitation.”

IX.13 Counterparts. This Stock Trust Agreement may be executed in any number of counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Stock Trust Agreement or caused this Stock Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

DEBTORS

By: _____

Name: _____

Title: _____

Carolyn J. Johnsen, as Stock Trustee

By: _____

Name: _____

Title: _____

Annex 5

Blackline of Revised Tax Sharing Agreement

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TAX SHARING AGREEMENT

This TAX SHARING AGREEMENT (the “Agreement”), is dated as of _____, ___, 2014, between and among ECotality, Inc. as it exists after the Effective Date of that certain Plan of Reorganization confirmed by the Bankruptcy Court for the District of Arizona on _____ in case number 13-16126 (“ECotality”), Car Charging Group, Inc. (“CCGI”), Blink UYA, LLC (or such other party that became or may become the Plan Stockholder pursuant to the Confirmed Plan) (the “Plan Stockholder”) and the Stock Trust, established pursuant to that certain Qualified Creditor Stock Trust Agreement dated _____ (the “Trust Agreement”). The trust formed pursuant to the Trust Agreement is referred to herein as the “Stock Trust”. ECotality, CCGI, Plan Stockholder, the Debtors (as defined below), and the Stock Trust shall be collectively referred to herein as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Electric Transportation Engineering Corporation (d/b/a ECotality North America), ECotality, Inc., ECotality Stores, Inc., ETEC North, LLC, The Clarity Group, Inc., and G.H.V. Refrigeration, Inc. (the “Debtors”) filed petitions for relief under Chapter 11 of the United States Bankruptcy Code on September 16, 2013 (the “Petition Date”), in the United States Bankruptcy Court for the District of Arizona (“Bankruptcy Court”) jointly administered under Case Number 13-16126.

WHEREAS, pursuant to the Plan of Reorganization (the “Confirmed Plan”) confirmed by the Bankruptcy Court¹ on _____ (the “Confirmation Date”) the issued and outstanding stock of Debtor, ECotality, Inc., was cancelled and new shares of common stock were issued as follows: 50% of the stock was issued to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries (the “Creditor Stock”), and 50% was issued to the Plan Stockholder (the “Plan Stock”).

WHEREAS, pursuant to the Confirmed Plan and the Trust Agreement, C.J. Johnsen, Trustee (the “Stock Trustee”) of the Stock Trust has the sole and exclusive right to exercise any and all rights and duties incidental to ownership of the Creditor Stock for the benefit of the Qualified Creditor Stock Beneficiaries.

WHEREAS, pursuant to the Confirmed Plan, ~~the Plan Stockholder must pay \$241,666.67, as adjusted for payments made pursuant to this Agreement,~~CCGI is issuing its Series B Convertible Preferred Stock (the “Series B Preferred Stock”) to the Stock Trust, which is convertible by the Stock Trust into CCGI common stock in accordance with the Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock, on each of the third, fourth, and fifth anniversaries of the Confirmation Date or as otherwise provided in such Certificate of Designations.

¹ Capitalized terms not defined herein shall be given the meaning ascribed to them in the Confirmed Plan.

WHEREAS, the Stock Trust, CCGI, Plan Stockholder and ECOTality wish to enter into ~~an agreement~~this Agreement relating to certain ~~additional~~ payments to be made by ECOTality~~CCGI~~ to the Stock Trust ~~pursuant to the Confirmed Plan upon Plan Stockholder's~~upon the realization of benefits attributable to the ECOTality Tax Attributes by CCGI, Plan Stockholder and their Affiliates and certain other matters relating to Taxes as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” of any Person means any other Person that, directly or indirectly, controls or is controlled by, or is under common control with, such Person. For the purpose of this definition, “control” and the correlative meanings of the terms “controlled by” and “under common control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares or partnership interests or by contract or otherwise.

“Person” means an individual, sole proprietorship, joint venture, association, trust, estate, business trust, corporation, limited liability company, nonprofit corporation, partnership, limited partnership, limited liability partnership, sovereign government or agency, instrumentality, or political subdivision thereof, or any similar entity or organization.

“Tax” or “Taxes” means any income or other income-based tax (including alternative-minimum tax and estimated income taxes) imposed by any U.S. or non-U.S. governmental entity or political subdivision thereof, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

“Tax Attribute” means any Tax attribute of ECOTality existing as of the Confirmation Date, including net operating losses, capital losses, credits and carry forwards thereof, realized by ECOTality.

“Tax Authority” means, with respect to any Tax, the governmental entity or political subdivision that imposes such Tax and the agency (if any) charged with the collection of such Tax for such entity or subdivision

“Tax Benefit” means the amount of any reduction in Tax of ECOTality, CCGI, Plan Stockholder, or any Affiliate of ECOTality, CCGI or Plan Stockholder for a ~~taxable period that includes the~~ Tax Period and attributable to a Tax Attribute.

“Tax Contest” means an audit, review, examination or any other administrative or judicial proceeding related to the Tax Attributes or a Tax Benefit.

“Tax Period” means a taxable year of ECOTality, CCGI or Plan Stockholder or any Affiliate of ECOTality, CCGI or Plan Stockholder ending after the ~~Confirmation~~Effective Date and on or prior to the ~~fifth~~sixth (56th) anniversary of the ~~Confirmation~~Effective Date.

“Tax Return” means any return, declaration, report, claims for refund, information return or statement relating to Taxes or required to be filed with any Tax Authority by ECOTality, CCGI, Plan Stockholder and any ~~Affiliate~~of their Affiliates, including any schedules or attachments thereto, and including any amendment thereof.

ARTICLE II

TAX ATTRIBUTES

Section 2.01 ECOTality Statements. On or before (i) the due date, including extensions, for the filing by CCGI, Plan Stockholder or ECOTality of a Tax Return (other than a Tax Return for estimated Taxes or for a state or local jurisdiction with respect to which ECOTality or any of its Affiliates will not realize a present or future Tax Benefit), (ii) the date of filing by CCGI, Plan Stockholder or ECOTality or any of their Affiliates of an amended Tax Return or claim for refund of Taxes, (iii) the date a final adjustment is made to the amount of income or loss reflected on the Tax Returns of CCGI, Plan Stockholder or ECOTality’s ~~Tax Returns~~ or any of their Affiliates, or (iv) the date of filing of any other Tax Return reflecting a Tax Benefit or resulting in a reduction in Tax Attributes, CCGI, Plan Stockholder or ECOTality or the Person filing such Tax Return (i.e., CCGI or such other entity that may then be the ultimate parent of the affiliated group of consolidated corporations reflecting the Tax Benefit) shall provide the Stock Trust with a statement and supporting schedules certified by a responsible officer of ~~ECOTality~~CCGI setting forth (x) the amount of Taxes, if any, required to be paid as reflected on such Tax Return, and (y) the amount of Taxes required to be paid on such Tax Return, if such Tax Return was, and all prior Tax Returns for periods ending after the Confirmation Date were prepared without taking into account the Tax Attributes.

Section 2.02 Payments. ~~Upon the realization of any~~ECOTality, if it realizes such Tax Benefit, ~~the or CCGI, if CCGI, Plan Stockholder and the Stock Trust hereby agree to share, pursuant to this Agreement and any and all other governing documents to be entered into by ECOTality, the actual realized value of any such Tax Benefits pro rata according to the number of shares held directly or indirectly by each. ECOTality~~or any of their Affiliates realizes such Tax Benefit, shall pay in cash by wire transfer of immediately available funds to the Stock Trust the amount of any Tax Benefit within 15 days after the provision of any statement described in Section 2.01 indicating a Tax Benefit; provided, however, that such payment shall not be made to the extent the amount of such payment, together with other payments previously made pursuant to this Section 2.02, exceeds an amount (the “Total Payment Amount”) equal to \$925,000 minus any net sale proceeds received by the Stock Trust upon the sale of the Series B Convertible Preferred Stock or any shares of CCGI common stock issued to the Stock Trust as a result of the conversion of any shares of Series B Convertible Preferred Stock into shares of CCGI common stock (or any other securities or property into which the Series B Convertible Preferred Stock may have been converted pursuant to the terms of the Certificate of Designations of Preferences, Rights and Limitations of the Series B Convertible Preferred Stock) and minus any amounts received by the Liquidation Trust in payment of the

Trust Deposit; provided, further that, if the amount of the Trust Deposit is greater than \$200,000, then the Total Payment Amount shall be increased by the amount in excess of \$200,000. For purposes of this Section 2.02, (i) as long as the Stock Trust owns 50% of ECotality, ECotality shall not be considered an Affiliate of CCGI and (ii) net sale proceeds from the sale by the Stock Trust of the Series B Convertible Preferred Stock or CCGI common stock (or such other securities or property into which the Series B Convertible Preferred Stock shall have been converted) shall mean cash proceeds received by the Stock Trust after the payment of any sales commissions, broker's fees and any other transaction costs incurred by the Stock Trust in connection with such sale including, without limitation, attorney's fees.

Section 2.03 Termination. This Agreement terminates upon receipt by the Stock Trust of the Total Payment Amount (the "Termination Date").

ARTICLE III

RECORDS RETENTION, TAX RETURNS, TAX CONTESTS, CONFIDENTIALITY

Section 3.01 Retention of Records. CCGI, the Plan Stockholder, ECotality and ~~its~~their Affiliates shall retain all documents, records and other information relating to Taxes and to the Tax Attributes until the later of the termination of the Stock Trust Agreement or expiration of the applicable statute of limitations pertaining to each Tax Return.

Section 3.02 Right to Approve Tax Returns. CCGI, the Plan Stockholder, ECotality or any of their Affiliates utilizing a Tax Benefit shall make any Tax Returns and related work papers available for review and prior approval before filing to the Stock Trustee and Plan Stockholder, to confirm CCGI, the Plan Stockholder and ECotality's compliance with the terms of this Agreement. The Parties shall attempt in good faith to resolve any issues arising out of the review of such Tax Returns. No Tax Return of any kind, whether relating to period prior to or after the Petition Date or the Effective Date, may be filed by any of CCGI, the Plan Stockholder, ECotality or any of ~~its subsidiaries~~their Affiliates (for any period before or after the Effective Date), without the prior written approval of the Plan Stockholder and the Stock Trustee.

Section 3.03 Consistent Treatment. CCGI, the Plan Stockholder, ECotality and their Affiliates shall not take any position on any Tax Return or otherwise (whether with any Tax Authority or in any court proceeding or with any third party) that is inconsistent with the amount of the Tax Attributes, unless, and only to the extent that, a final determination is made to the contrary, or otherwise engage in any action outside the ordinary course of business or make any election that could reduce or eliminate the full utilization of the Tax Attributes.

Section 3.04 Notice of Tax Contests. ~~ECotality shall notify~~CCGI, the Plan Stockholder and ECotality shall notify the Stock Trustee in writing promptly, and in all events within fifteen (15) calendar days, after learning of any pending or threatened Tax Contest. Each notice shall contain factual information (to the extent known) describing any asserted

Tax liability or adjustment in or the scope of any audit under such Tax Contest in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Tax Authority in respect of any such Tax Contest.

Section 3.05 Confidentiality.

(a) Subject to any contrary requirement of law and the right of each Party to enforce its rights under this Agreement in any legal action, each Party shall keep strictly confidential, and shall use its commercially reasonable efforts to cause its Affiliates and representatives to keep strictly confidential, any information it may have relating to any Tax Returns and the Tax Attributes (“Confidential Information”); provided, however, that such obligation to maintain confidentiality shall not apply to information which: (i) at the time of disclosure was in the public domain, not as a result of improper acts by the disclosing Party; (ii) is received by the disclosing Party from a third party who did not receive such information from the other Party under an obligation of confidentiality; or (iii) subject to the provisions of Section 3.05(b) below, is compelled to be disclosed by judicial or administrative process or, in the opinion of such Person’s counsel, by other requirements of law. Notwithstanding the foregoing but subject to the cooperation requirement in Section 3.05(b), each Party shall be deemed to have satisfied its obligations under this 3.05 with respect to any Confidential Information if it exercises the same care with regard to such information as it takes to preserve the confidentiality of its own similar information.

(b) If at any time any Party either determines on the advice of its counsel that it is required to disclose any Confidential Information pursuant to applicable law or receives any demand under lawful process of any governmental authority or arbitration tribunal to disclose or provide Confidential Information, such Party shall notify the other Party prior to disclosing or providing such Confidential Information and shall cooperate at the expense of the requesting Party in seeking any reasonable protective arrangements requested by such other Party.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Entire Agreement; Construction. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

Section 4.02 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of laws thereof.

Section 4.03 Notices. All notices, requests and demands to or upon the Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to

have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Telephone: (602) 285-5040
Attention: Carolyn J. Johnsen

– and –

Schafer and Weiner, PLLC
40950 Woodward Ave., Ste. 100
Bloomfield Hills, Michigan 48304
Telephone: (248) 540-3340
Attention: Michael E. Baum

– and –

Car Charging Group, Inc.
1691 Michigan Ave., Ste. 601
Miami Beach, Florida 33139
Telephone: (305) 521-0200
Attention: Amy K. Maliza

Section 4.04 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each Party.

Section 4.05 Successors and Assigns. The rights under this Agreement may not be assigned and duties may not be delegated by any Party without the written consent of the other Parties; provided, however, that the Stock Trust may assign its rights to payments from the Plan Stockholder pursuant to this Agreement without the consent of any other Party. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 4.06 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective Affiliates and is not intended to, and shall not, confer upon any other Persons any rights or remedies under this Agreement.

Section 4.07 Titles and Headings. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 4.08 Legal Enforceability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of

such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without prejudice to any rights or remedies otherwise available to any Party, each Party acknowledges that damages would be an inadequate remedy for any breach of the provisions of this Agreement and agrees that the obligations of any Party may be specifically enforceable.

Section 4.09 No Waivers. No failure by any Party to take any action or assert any right under this Agreement shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right, unless expressly waived in writing by the Party against whom the existence of such waiver is asserted.

Section 4.10 Counterparts. This Agreement may be executed in counterparts (by original or facsimile signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.11 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate or representative of such Party.

Section 4.12 Governing Law/Dispute Resolution.

(a) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

(b) All actions and claims arising out of or relating to this Agreement shall be heard and determined in any Arizona federal court sitting in Maricopa County, Phoenix, Arizona or in any Arizona state court sitting in Maricopa County, Phoenix, Arizona (and of the appropriate appellate courts therefrom) (the “Chosen Courts”). Consistent with the preceding sentence, the Parties hereby (i) irrevocably submit to the exclusive jurisdiction of the Chosen Courts, (ii) waive any objection to laying of venue in any such action or proceeding in the Chosen Courts, and (c) waive any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party; provided, however, that each of the Parties hereby agrees that, for the duration of any Chapter 11 Cases, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with, and that the Bankruptcy Code shall govern, the Plan. The foregoing shall not limit the rights of any Party to introduce this Agreement in any court in any jurisdiction in order to defend against a cause of action that has been brought against it or any of its affiliates or representatives in such court.

Section 4.13 Dispute Resolution. If, after good faith negotiations the Parties cannot agree on any matter of Tax law as it relates to this Agreement, then such matter will be referred to a nationally recognized accounting firm acceptable to each of the Parties (the “Accounting Firm”). The Accounting Firm shall furnish written notice to the Parties of its resolution of any such disagreement as soon as practical, but in any event no later than 45 days after its acceptance of the matter for resolution. Any such resolution by the Accounting Firm

will be conclusive and binding on all Parties to this Agreement. The Plan Stockholder shall pay all fees and expenses (including the fees and expenses of any of the Parties' representatives) incurred in connection with the referral of the matter to the Accounting Firm, including all fees and expenses of the Accounting Firm in connection with such referral.

Section 4.13 Compliance with Law. Nothing in this Agreement shall require either Party to take any action or omit to take any action in violation of applicable law.

Section 4.13 Rules of Construction. The rules of construction specified in the Confirmed Plan shall also apply to this Agreement.

Section 4.14 Effectiveness. The effective time and date of this Agreement shall be the Effective Date.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

ECOTALITY:

ECotality, Inc.

By: _____
Name:
Title:

CCGI:

Car Charging Group, Inc.

By: _____
Name:
Title:

PLAN STOCKHOLDER:

Blink UYA, LLC

By: _____
Name:
Title:

STOCK TRUSTEE:

ECotality Qualified Creditor Stock Trust

By: _____
Name: C.J. Johnsen
Title: Trustee

Annex 6

Blackline of Revised CCGI Preferred Share Certificate

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CAR CHARGING GROUP, INC.

**CERTIFICATE OF DESIGNATIONS OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES B CONVERTIBLE PREFERRED STOCK**

The undersigned, Michael Farkas, hereby certify that:

1. He is Chief Executive Officer of Car Charging Group, Inc., a Nevada corporation (the "**Corporation**").

2. The Corporation is authorized to issue 30,000,000 shares of preferred stock, of which 10,000,000 are currently designated, issued and outstanding.

3. The following resolutions were duly adopted by the Board of Directors:

WHEREAS, the Certificate of Incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, comprised of 30,000,000 shares of \$0.001 par value preferred stock (the "**Preferred Stock**"), issuable from time to time in one or more series;

WHEREAS, the Board of Directors of the Corporation is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any series and the designation thereof, of any of them;

WHEREAS, it is the desire of the Board of Directors of the Corporation, pursuant to its authority as aforesaid in accordance with the General Corporation Law of the State of Nevada, and as set forth in this Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock, to designate the rights, preferences, restrictions and other matters relating to the Series B Convertible Preferred Stock, which will consist of 3 shares of Preferred Stock, par value \$0.001 per share, which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of Preferred Stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of Preferred Stock are hereby amended and restated as follows:

I. Terms of Preferred Stock.

A. Designation and Amount. The series of Preferred Stock will be designated as the Corporation's Series B Convertible Preferred Stock (the "**Series B Preferred Stock**") and the number of shares so designated will be 3, which will not be subject to increase without the consent of the holders (each a "**Holder**" and collectively, the "**Holders**") of a majority of the outstanding shares of Series B Preferred Stock.

B. Conversion.

1. Mechanics of Conversion.

a. Subject to the terms and conditions hereof, any or all of the outstanding shares of Series B Preferred Stock may be converted into shares of Common Stock as provided in section 2 below, at the option of Holder, by delivery of a written notice to the Corporation (the "**Holder Conversion Notice**"), of the Holder's election to convert Series B Preferred Stock and the number of shares of Series B Preferred Stock which such Holder is electing to convert, stating the Holder's election to convert Series B Preferred Stock and the number of such Holder's shares of Series B Preferred Stock to be converted.

b. Within one day of the Holder Conversion Notice, the Corporation shall transmit by facsimile or electronic mail an acknowledgment of confirmation of receipt of the Holder Conversion Notice or issuance of the Corporation Conversion Notice to the Holder. Within three days of notice the Corporation shall issue a certificate for the number of shares specified in the Holder Conversion Notice or Corporation Conversion Notice.

2. Payment and Issuance Upon Conversion. In the event of a conversion of each share of Series B Preferred Stock, the Corporation shall issue to such Holder a number of Conversion Shares determined by dividing \$241,667 (the "**Original Series B Issue Price**") by the average closing price of the Corporation's Common Stock during the thirty (30) Trading Days immediately prior to the applicable date of conversion (the "**Conversion Price**"). Each share of Series B Preferred Stock can be converted by the Holder in the following manner: (i) One share of Series B Preferred Stock after ~~three years from the Effective Date~~ December 31, 2016; (ii) One share of Series B Preferred Stock after ~~four years from the Effective Date~~ December 31, 2017; (iii) One share of Series Be Preferred Stock after ~~five years from the Effective Date~~ December 31, 2018; (iv) after ten (10) days following a failure to make any payment due under the Tax Sharing Agreement (as defined in the Plan), unless such failure is cured within such time period; (v) at any time following the enforcement of any rights arising from any security interests granted to support the Operating Line of Credit as described in section 4.12(b)(iii) of the Plan; and (vi) at any time following a Change of Control as defined below. [If the Remaining Deposit, including the Additional Amount, if applicable, is not paid by the Deposit Deadline (as each such term is defined in the Confirmation Order) as provided for under the Confirmation Order, and the Trustee delivers a notice to CCGI no later than May 1, 2015, then (x) the Original Series B Issue Price solely for the first (1st) share of Series B Preferred Stock to be converted shall be the amount set forth above in the first sentence of this Section I.B.2 plus the aggregate of the Remaining Deposit and any Additional Amount unpaid by the Deposit Deadline such that the number of Conversion Shares into which such share of Series B Preferred Stock is convertible shall be increased to compensate the Liquidating Trust in full on a dollar for dollar basis for the unpaid amount of the Remaining Deposit and the Additional Amount; and (y) notwithstanding subsections (i), (ii) and (iii) of the second sentence of this Section I.B.2, each share of Series B Preferred Stock can be converted by the Holder in the following manner: (i) One share of Series B Preferred Stock after December 31, 2015; (ii) One share of Series B Preferred Stock after December 31, 2016; and (iii) One share of Series Be Preferred Stock after December 31, 2017, provided, further, that subsections (iv), (v) and (vi) of such sentence shall not be affected by the foregoing and shall remain binding between the Corporation and the Holder. The Original Series B Issue Price used to calculate the number of

Conversion Shares to be issued upon the conversion of the second and third shares of Series B Preferred Stock shall be as set forth in the first sentence of this Section I.B.2.]

3. **Cancellation.** Upon the occurrence of the "Termination Date" as defined in that certain *Tax Sharing Agreement* of even date herewith, each share of unconverted Series B Preferred Stock, and any outstanding Conversion Shares issued to Holder, shall be deemed immediately cancelled.

34. Ranking. In the event of liquidation, winding-up or dissolution, a Holder of Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount with respect to each share of Series B Preferred Stock equal to Original Series B Issue Price, senior with respect to the Corporation's Common Stock and future issued Preferred Stock of the Corporation.

45. Protective Provision.

a. So long as any shares of Series B Preferred Stock are outstanding, the Corporation will not, without the affirmative approval of the Holders of a majority of the shares of the Series B Preferred Stock then outstanding (voting as a class), (i) alter or change adversely the powers, preferences or rights given to the Series B Preferred Stock or alter or amend this Certificate of Designations, (ii) authorize or create any class of stock ranking as to distribution of dividends senior to the Series B Preferred Stock, (iii) amend its certificate of incorporation or other charter documents that would change the rights, privileges, preferences of the Series B Preferred Stock (whether by merger, combination, or otherwise), (iv) increase the authorized number of shares of Series B Preferred Stock, (v) sell all, or substantially all, the assets of the Corporation; or (vi) enter into any agreement with respect to the foregoing.

b. So long as any shares of Series B Preferred Stock are outstanding, no dividends or other distributions will be paid, declared or set apart with respect to any securities junior to the Series B Preferred Stock. Series B is senior to all other Preferred Stock except Series A.

c. In the event of a merger or other combination, the Holder(s) of Series B Preferred Stock shall be entitled to receive securities or other property to be received by holders of the Corporation's Common Stock, based on the number of shares of Common Stock such holder of Series B Preferred Stock is entitled to on conversion of such shares of Series B Preferred Stock.

d. The shares of Series B Preferred Stock shall be senior to all other shares of Preferred Stock other than Series A Preferred Stock

56. Redemption.

a. Corporation's Redemption Option. The Corporation will have the right, at the Corporation's option, to redeem all or a portion of the shares of Series B Preferred Stock, at a price per share equal to 100% of the Series B Issue Price (the "Corporation Redemption Price"). In the event the Corporation redeems the Series B Preferred Stock, the Holder(s) of such shares shall be entitled to receive the Original Series B Issue Price in full.

b. **Payment of Redemption Price.** Upon receipt by any Holder of a notice of redemption at the option of the Corporation, such Holder will promptly submit to the Corporation such Holder's Series B Preferred Stock certificates. Upon receipt of such Holder's Series B Preferred Stock certificates, the Corporation will pay the Corporation Redemption Price to such Holder in cash.

67. Definitions. For purposes of this **Section I**, the following terms shall have the following meanings:

a. **"As Converted Voting Shares"** means the number of votes per share of Series B Preferred Stock calculated as pursuant to the following formula: Number of votes per Series B share = Original Series B Issue Price, divided by the average closing price of the Corporation's Common Stock during the thirty (30) Trading Days immediately preceding the date of such vote.

b. **"Bankruptcy Court"** means the [United States Bankruptcy Court for the District of Arizona, Phoenix Division](#).

bc. **"Change of Control"** means the sale of all or substantially all the assets of the Corporation; any merger, consolidation or acquisition of the Corporation with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Corporation in one or more related transactions.

ed. **"Common Stock"** means shares of the Corporation's common stock, par value \$0.001 per share.

e. **"Confirmation Order"** means [an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of Title 11 of the United States Code](#).

df. **"Conversion Shares"** means shares of Common Stock issuable upon conversion of Series B Preferred Stock. Such Conversion Shares may be resold in accordance with Rule 144 under the Securities Act of 1933, as amended. In the event that the Conversion Shares are not eligible to be sold pursuant to Rule 144 at the time of the conversion then the Corporation agrees to file a registration with the Securities & Exchange Commission to register the Conversion Shares.

eg. **"Effective Date"** has the meaning ascribed to it in the Plan.

fh. **"Plan"** means that certain *Debtors' Joint Chapter 11 Plan of Reorganization*, as amended and confirmed by the United States Bankruptcy Court for the District of Arizona in the case of *In re Electric Transportation Engineering Corporation (d/b/a Ecotality North America)*, et. al., case number 13-16126. In the event of any inconsistency between, on one hand, the Plan and the Disclosure Statement, any exhibit to the Plan or any other instrument or document created or executed pursuant to the Plan, and, on the other hand, this Certificate, this Certificate shall control. For clarity, but without limitation, this Certificate satisfies the obligations in section 4.12(a)(iii)(2) to pay \$725,000 and to give the Pledged Shares, and is given in lieu of the Stock Pledge Agreement, as those terms are defined in the Plan.

gi. “**Transaction Documents**” means, collectively, any Plan pursuant to which any share of Series B Preferred Stock is issued, and all other agreements, certificates and documents referenced therein or annexed thereto.

hj. “**Trading Date**” means a day on which the principal Trading Market is open for trading.

ik. “**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTC Bulletin Board, or the OTC Markets Group Inc.’s OTCQX, OTCQB, or OTC Pink marketplaces (or any successors to any of the foregoing).

C. Stock Register. The Corporation will keep at its principal office, or at the offices of the transfer agent, a register of the Series B Preferred Stock, which shall be prima facie indicia of ownership of all outstanding shares of Series B Preferred Stock. Upon the surrender of any certificate representing Series B Preferred Stock at such place, the Corporation, at the request of the record Holder of such certificate, will execute and deliver (at the Corporation’s expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares as is requested by the Holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

II. Miscellaneous.

A. Notices. Any and all notices to the Corporation will be addressed to the Corporation’s Chief Executive Officer at the Corporation’s principal place of business on file with the Secretary of State of the State of Delaware. Any and all notices or other communications or deliveries to be provided by the Corporation to any Holder hereunder will be in writing and delivered personally, by electronic mail or facsimile, sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile telephone number or address of such Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder will be deemed given and effective on the earliest of (1) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this **Section II.A** prior to 5:30 p.m. Eastern time, (2) the first business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this section later than 5:30 p.m. but prior to 11:59 p.m. Eastern time on such date, (3) the second business day following the date of mailing, if sent by nationally recognized overnight courier service, or (4) upon actual receipt by the party to whom such notice is required to be given.

B. Lost or Mutilated Preferred Stock Certificate. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered Holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series B Preferred Stock, and in the case of any such loss, theft or destruction upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the Holder is a financial institution or other institutional investor its own agreement will be satisfactory) or in the case of any such mutilation upon surrender of such certificate, the

Corporation will, at its expense, execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

C. Headings. The headings contained herein are for convenience only and will not be deemed to limit or affect any of the provisions hereof.

RESOLVED, FURTHER, that the chairman, chief executive officer, chief financial officer, president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file a Designation of Preferences, Rights and Limitations of Series B Preferred Stock in accordance with the foregoing resolution and the provisions of Nevada law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this ____ day of December, 2014.

Signed:

Name: _____
Michael D. Farkas

Title: Chief Executive Officer

Exhibit F

Proposed Members of the New Board

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1 **Proposed Members of the Board of Directors of Reorganized ECOTality**

2 Pursuant to Section 4.5 of the Plan and in accordance with Bankruptcy Code section 1129(a)(5),
3 the Reorganized Debtors identify and propose the following initial board of directors of the
4 Reorganized Debtors that are corporations:¹

5 **Michael D. Farkas**

6 *Director, Chief Executive Officer and Co-Founder, Car Charging Group, Inc.*

7 Mr. Farkas has extensive experience in the formation and operation of developmental-stage
8 companies. During his time as CEO of The Farkas Group, a privately held investment firm, and as
9 Chairman and Chief Executive Officer of the Atlas Group, a holding company, Mr. Farkas was
10 instrumental in raising capital on behalf of early-stage companies. Throughout his career, he has
11 successfully raised over \$200 million of capital on behalf of both public and private companies.
12 Over the last 20 years, Mr. Farkas has also established a successful track record as a principal
13 investor across a variety of industries, including agriculture, telecommunications, high technology,
14 aerospace, defense, and automotive retail.

15 **Andy Kinard**

16 *Director, President, Car Charging Group, Inc.*

17 Mr. Kinard has extensive experience with electric vehicles, renewable energy, and public utilities.
18 Mr. Kinard worked for Florida Power & Light (FPL) for 15 years, where he performed energy
19 analysis for large, commercial accounts and ultimately, became a Certified Energy Manager.
20 Simultaneously, Mr. Kinard became involved with FPL's electric vehicle (EV) program and fleet of
21 EV's utilized to promote the technology. Mr. Kinard spent several years marketing renewable
22 energy in Florida, served as guest speaker at the World Energy Congress and on the Board of
23 Directors of the South Florida Manufacturing Association. Mr. Kinard graduated from Auburn
24 University.

25 **Tim Shaffer**

26 *Senior Director, MorrisAnderson*

27 Mr. Shaffer is a Senior Director at MorrisAnderson with more than 26 years of experience in
28 business and real estate finance and currently serves on the Board of Directors and is Program
Chairman of the Arizona Chapter of the Turnaround Management Association (TMA). Mr. Shaffer
has been retained as Chief Restructuring Officer (CRO) and Financial Advisor in multiple Chapter
11 engagements and has served the complete spectrum within the bankruptcy environment,
representing Chapter 11 Debtors-in-Possession, Unsecured Creditors Committees, and Chapter 11
and Chapter 7 Trustees. Also, he has been appointed as a Chapter 11 Trustee in the United States
District of Arizona. His representative work experience includes serving as (1) Liquidating Trustee
for a medical office real estate developer, charged with the stabilization and value enhancement of
multiple properties for eventual liquidation for the benefit of various stakeholders, (2) CRO for a
Receiver of a retail wholesale vitamin retailer with 17 locations resulting in the closing of 11 stores
and a "going concern" sale of the remaining store locations, (3) CRO for a coal bed methane

¹ This list is subject to change in all respects. The Debtors intend to supplement this proposed list of members of the New Board of Reorganized ECOTality with an additional member upon selection of such member by the Creditors' Committee, pursuant to Third Amended and Restated Bylaws of ECOTality, Inc.

1 exploration and production company serving as General Partner for 17 partnerships with 1,500+
2 limited partners and operating 450 wells and (4) Financial Advisor of the Unsecured Creditors
Committee in a Chapter 11 proceeding of a \$60 million national furniture manufacturer.

3 Mr. Shaffer has expertise in the following industries: real estate, (development and finance), the oil
4 and gas industry (E&P), middle market broadcast media, and sales focused enterprises, including
5 business services companies. Mr. Shaffer has been a licensed real estate associate for 20 years and
6 has placed over \$100,000,000 in commercial real estate mortgages. He is a Certified Turnaround
Professional (CTP) and a Certified Insolvency and Restructuring Advisor (CIRA). He also holds an
7 MBA from Arizona State University and a Bachelor's degree in English from the University of
Kansas.

8 **Meir (Mickey) Rozen²**

9 Mr. Rozen is a former counter-terrorism unit commander, and pioneer in the Israeli non-Telecom
10 Photonics market with over 10 years of experience in managing activities and projects involved in
the fields of fiber optics and fiber-laser devices. He was the founder and Chief Executive Officer of
11 Ariel Group, Inc., the parent company of Ariel Photonics Assembly LTD, an Israeli company that
operates in the laser industry, and has a proven proprietary technology that can be used for various
12 applications and markets.

28 ² Subject to approval in accordance with the Third Amended and Restated Bylaws of ECOtality, Inc.

Exhibit G

Operating Line of Credit Term Sheet

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Term Sheet
for
Operating Line of Credit Facility
for
ECotality, Inc.

BORROWER: ECotality, Inc., a Nevada corporation (“Borrower”)

LENDER: Blink UYA, LLC, a Florida limited liability company, or an affiliate (“Blink”).

LOAN AMOUNT: Not to exceed \$2,000,000.

PURPOSE: Borrower’s general working capital needs.

CLOSING: The closing (the “Closing Date”) will occur upon execution of the definitive documentation containing the terms and conditions governing the term loan, and the satisfaction of all conditions precedent identified by the lender. The definitive loan documentation will be negotiated by Borrower with lender.

TERM: Three (3) years from the Closing Date, subject to extension by the Liquidating Trustee as provided below.

PAYMENTS: Monthly principal and interest, or as otherwise determined by the lender.

PRICING: Interest rate not to exceed 8.5% compounded annually on a 360 day year.

COLLATERAL: All of Borrower’s tangible and intangible assets.
All of Borrower’s stock held by (i) Blink and (ii) the ECotality Consolidated Stock Trust.

COVENANTS: Customary, in light of Borrower’s size, industry and the nature of its business. To include a debt to equity ratio to be determined by lender. The loan agreement and/or any stock pledge agreement between the lender and the Stock Trust will provide that (i) during the period prior to any foreclosure on the Stock Trust’s pledged ECotality stock (or any assets of ECotality pledged to lender), the Stock Trust will have all ownership rights appurtenant to the stock, including without limitation the right to vote in any election of directors or with respect to any other matters as set forth in ECotality’s articles of incorporation or bylaws, or under applicable law. The loan agreement will not include any provision in conflict with the Tax Sharing Agreement; and (ii) in accordance with paragraph [21] of the [Confirmation Order] (and using defined terms therefrom), if the Remaining Deposit, including the Additional Deposit, is not paid by the Deposit Deadline, the Liquidating Trustee,

solely in her capacity as such and not in her capacity as Stock Trustee, shall have the right, in connection with the Operating Line of Credit, to (a) prohibit any exercise of remedies against any assets pledged as collateral therefor and (b) extend the maturity of the Operating Line of Credit, notwithstanding any default or event of default thereunder, for up to fifteen (15) years from the Effective Date. With respect to the foregoing, the relevant loan documents relating to the Operating Line of Credit shall reflect that the written consent of the Liquidating Trustee shall be required prior to any such exercise of remedies, including the right to foreclose, with respect to such collateral.