

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 15, 2014

ENVISION SOLAR INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Nevada (State or other Jurisdiction of Incorporation)	000-53204 (Commission File Number)	26-1342810 (IRS Employer Identification No.)
7675 Dagget Street, Suite 150, San Diego, CA (Address of Principal Executive Offices)		92111 (Zip Code)

Registrant's telephone number, including area code: **(858) 799-4583**

(Former name or former address if
changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

SECTION 5. CORPORATE GOVERNANCE AND MANAGEMENT

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

General. On January 23, 2014, Mr. Paul H. Feller accepted an appointed as a new director of Envision Solar International, Inc. (the “Company”), effective January 23, 2014.

Compensation Arrangements. In consideration for Paul H. Feller’s acceptance to serve as a director of the Company, the Company agreed to grant 1,000,000 restricted shares of its common stock to Mr. Paul H. Feller, subject to the terms and conditions set forth in the Restricted Stock Grant Agreement, a copy of which is attached to this Report as Exhibit 10.1, including but not limited to the following vesting schedule: 166,672 shares on January 24, 2014 and then 69,444 shares on the last day of each calendar quarter thereafter commencing on March 31, 2014.

Biographical Information. A comprehensive description of the experience and qualifications of Paul H. Feller is included in the following paragraphs:

Paul H. Feller, age 48, has been involved with the management of live entertainment events for over 18 years. Since August 2012, Mr. Feller has been an independent consultant to various public companies. From 2008 to 2012, he was the Chairman of the Board of Directors, president, and chief executive officer of Stratus Media Group, Inc., a global live entertainment company that owned and operated such premier events as the Mille Miglia, Perugia International Film Festival, Elite XC MMA, and Concours d’ Elegance. Mr. Feller was the Chairman and CEO of Pro Elite, Inc. from 2010 from 2012. In 2001, Mr. Feller founded Pro Sports & Entertainment. During 1999, he served as the M&A officer at SFX Entertainment, Inc. From 1998 to 1999, he served as the chief operating officer with PSI/API International; a live entertainment and media business, which operated, sports events in Asia, Europe and North America. He negotiated agency rights and television broadcast agreements with such properties as the America’s Cup syndicate, Association of Volleyball Professionals Tour, Disney’s Pigskin Classic, NCAA’s Freedom Bowl, Andretti Indy Racing Team, Long Beach Marathon, Toshiba Senior PGA, Formula 1, FIFA World Cup Soccer, Wimbledon, Pro Elite/Elite XC MMA, and both the Vancouver Open and ATP Shanghai Open Tennis Tournaments as well as operated the first international professional soccer tournament in China to include AC Milan, Jueventus and Manchester United to Asia. He has been a member of the Los Angeles Sports Council, Orange County Sports Association, Asia International Business and Entertainment Association, US Professional Cycling Association, and the UK Professional Cycling Association. Prior to 1999, Mr. Feller was a senior engineer of advance military design at McDonnell Douglas and was a licensed professional cyclist with USPRO Cycling Federation, BCA European Cycling Federation, and the UCI Union Cycliste Internationale having spent much of his pro career racing in Europe. Mr. Feller was knighted in 2011 by the Swedish monarchy. He attended Purdue University for Mechanical Engineering with an Aerospace emphasis and currently is attending Lincoln/Northwestern Law School for a Juris Doctorate.

SECTION 9. FINANCIAL STATEMENTS, PRO FORMA FINANCIALS & EXHIBITS

(d) Exhibits

- 10.1 Restricted Stock Agreement between the Company and Paul H. Feller, dated January 23, 2014.

SIGNATURES

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

ENVISION SOLAR INTERNATIONAL, INC.

Date: January 28, 2014

By: /s/ Desmond Wheatley
Desmond Wheatley, Chief Executive Officer

ENVISION SOLAR INTERNATIONAL, INC.
RESTRICTED STOCK GRANT AGREEMENT

This Restricted Stock Grant Agreement (the “*Agreement*”) is made and entered into as of January 23, 2014, (the “*Effective Date*”) by and between Envision Solar International, Inc., a Nevada corporation (the “*Company*”), and the person named below (the “*Grantee*”).

Grantee: Paul H. Feller
Social Security Number: (Provided Separately)
Address: _____

Total Number of Shares to Be Granted: 1,000,000 (the “Restricted Shares”)

1. Grant of Restricted Shares and Escrow.

1.1 Grant of Restricted Shares. In consideration for the performance of services by the Grantee for the Company as a director, the Company hereby grants the Restricted Shares to the Grantee, subject to the conditions of this Agreement. As used in this Agreement, the term “*Shares*” shall mean shares of the Company’s common stock, par value \$0.001 per share, which includes the Restricted Shares granted under this Agreement, and all securities received (i) in replacement of the Shares, (ii) as a result of stock dividends or stock splits with respect to the Shares, and (iii) in replacement of the Shares in a merger, recapitalization, reorganization or similar corporate transaction.

1.2 Escrow of Restricted Shares. The Secretary of the Company shall hold the Shares in escrow and will either (i) release eligible Restricted Shares when vested or (ii) in the event Grantee is terminated as set forth in Section 2.2 of this Agreement, return Restricted Shares which have not yet vested as of the date of such termination to the Company for cancellation. Grantee will have no voting rights with respect to Restricted Shares until such Restricted Shares have been vested and released from escrow to the Grantee. All cash, stock, and other dividends declared with respect to the Restricted Shares while in escrow will be remitted back to the Company when paid.

2. Vesting. The Restricted Shares shall vest and be released from escrow to the Grantee under this Agreement in accordance with the vesting schedule set forth in Section 2.1 and the other conditions precedent to the release from escrow of the eligible Restricted Shares.

2.1 Schedule of Vesting. Grantee shall be eligible for the release from escrow of Restricted Shares as follows: 166,672 Shares on January 24, 2014 and then 69,444 Shares on the last day of each calendar quarter thereafter commencing on March 31, 2014.

2.2 Termination. If the Grantee’s services with the Company as a director terminate for any reason before all of the Restricted Shares have vested in accordance with Section 2.1 of this Agreement, then the Restricted Shares which have not yet vested as of the

date of such termination shall immediately be forfeited as of the date of such termination and returned to the Company by the Secretary for cancellation.

2.3 Title to Shares. The exact spelling of the name(s) under which Grantee shall take title to the Shares is:

Paul H Feller

Grantee desires to take title to the Shares as follows:

Individual, as separate property

Husband and wife, as community property

Joint Tenants

To assign the Shares to a trust, a stock transfer agreement in a form and substance acceptable to the Company must be completed and executed and such transfer must comply with applicable federal and state securities laws.

3. Representations and Warranties of Grantee. Grantee represents and warrants to the Company that:

3.1 Agrees to Terms of this Agreement. Grantee has received a copy of this Agreement, has read and understands the terms of this Agreement, and agrees to be bound by its terms and conditions.

3.2 Acceptance of Shares for Own Account for Investment. Grantee is acquiring the Shares for Grantee's own account for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). Grantee has no present intention of selling or otherwise disposing of all or any portion of the Shares.

3.3 Access to Information. Grantee has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Grantee reasonably considers important in making the decision to acquire the Shares, and Grantee has had ample opportunity to ask questions of the Company's representatives concerning such matters and this investment.

3.4 Understanding of Risks. Grantee is fully aware of: (i) the highly speculative nature of the investment in the Shares; (ii) the financial hazards involved; (iii) the lack of liquidity of the Shares and the restrictions on transferability of the Shares (e.g., that Grantee may not be able to sell or dispose of the Shares or use them as collateral for loans); (iv) the qualifications and backgrounds of the management of the Company; and (v) the tax consequences of investment in the Shares. Grantee is capable of evaluating the merits and risks of this investment, has the ability to protect Grantee's own interests in this transaction and is financially capable of bearing a total loss of this investment.

3.5 No General Solicitation. At no time was Grantee presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and issue of the Shares.

4. Compliance with Securities Laws. Grantee understands and acknowledges that the Shares have not been registered with the Securities and Exchange Commission (the “SEC”) under the Securities Act and that, notwithstanding any other provision of this Agreement to the contrary, the issuance of any Shares is expressly conditioned upon compliance with the Securities Act and all applicable state securities laws. Grantee agrees to cooperate with the Company to ensure compliance with such laws.

5. Restricted Securities.

5.1 No Transfers Unless Registered or Exempt. Grantee understands that Grantee may not transfer any Shares unless such Shares are registered under the Securities Act and qualified under applicable state securities laws or unless, in the opinion of counsel to the Company, exemptions from such registration and qualification requirements are available. Grantee understands that only the Company may file a registration statement with the SEC and that the Company is under no obligation to do so with respect to the Shares. Grantee has also been advised that exemptions from registration and qualification may not be available or may not permit Grantee to transfer all or any of the Shares in the amounts or at the times proposed by Grantee.

5.2 SEC Rule 144. In addition, Grantee has been advised that SEC Rule 144 promulgated under the Securities Act, which permits certain limited sales of unregistered securities, is not presently available with respect to the Shares and, in any event, requires that the Shares be held for a minimum of six months, and in certain cases one (1) year, after they have been acquired, before they may be resold under Rule 144. Grantee understands that Rule 144 may indefinitely restrict transfer of the Shares so long as Grantee remains an “affiliate” of the Company or if “current public information” about the Company (as defined in Rule 144) is not publicly available.

6. Market Standoff Agreement. Grantee agrees in connection with any registration of the Company’s securities that, upon the request of the Company or the underwriters managing any public offering of the Company’s securities, Grantee shall not sell or otherwise dispose of any Shares without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) after the effective date of such registration requested by such underwriters and subject to all restrictions as the Company or the underwriters may specify. Grantee further agrees to enter into any agreement reasonably required by the underwriters to implement the foregoing.

7. Company Take-Along Right.

7.1 Approved Sale. If the Board of Directors of the Company (the “Board”) shall deliver a notice to Grantee (a “Sale Event Notice”) stating that the Board has approved a sale of all or a portion of the Company (an “Approved Sale”) and specifying the name and address of the proposed parties to such transaction and the consideration payable in connection therewith, Grantee shall (i) consent to and raise no objections against the Approved Sale or the

process pursuant to which the Approved Sale was arranged, (ii) waive any dissenter's rights and other similar rights, and (iii) if the Approved Sale is structured as a sale of securities, agree to sell Grantee's Shares on the terms and conditions of the Approved Sale which terms and conditions shall treat all stockholders of the Company equally (on a pro rata basis), except that shares having a liquidation preference may, if so provided in the documents governing such shares, receive an amount of consideration equal to such liquidation preference in addition to the consideration being paid to the holders of Shares not having a liquidation preference.

Grantee shall take all necessary and desirable lawful actions as directed by the Board and the stockholders of the Company approving the Approved Sale in connection with the consummation of any Approved Sale, including without limitation, the execution of such agreements and such instruments and other actions reasonably necessary to (A) provide the representations, warranties, indemnities, covenants, conditions, non-compete agreements, escrow agreements and other provisions and agreements relating to such Approved Sale and, (B) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale, *provided*, that this Section 7 shall not require Grantee to indemnify the purchaser in any Approved Sale for breaches of the representations, warranties or covenants of the Company or any other stockholder, except to the extent (x) Grantee is not required to incur more than its pro rata share of such indemnity obligation (based on the total consideration to be received by all stockholders that are similarly situated and hold the same class or series of capital stock) and (y) such indemnity obligation is provided for and limited to a post-closing escrow or holdback arrangement of cash or stock paid in connection with the Approved Sale.

7.2 Costs. Grantee shall bear Grantee's *pro rata* share (based upon the amount of consideration to be received) of the reasonable costs of any sale of Shares pursuant to an Approved Sale to the extent such costs are incurred for the benefit of all selling stockholders of the Company and are not otherwise paid by the Company or the acquiring party. Costs incurred by Grantee on Grantee's own behalf shall not be considered costs of the transaction hereunder.

7.3 Share Delivery. At the consummation of the Approved Sale, Grantee shall, if applicable, deliver certificates representing the Shares to be transferred, duly endorsed for transfer and accompanied by all requisite stock transfer taxes, if any, and the Shares to be transferred shall be free and clear of any liens, claims or encumbrances (other than restrictions imposed by this Exercise Notice) and Grantee shall so represent and warrant.

7.4 Termination of Company Take-Along Right. The Take-Along Right shall terminate as to the Shares upon the Public Trading Date of the Shares. For the purposes of this Agreement, the "Public Trading Date" of the Shares is the date on which the Shares first become freely tradable under the Securities Act, either pursuant to Rule 144 or another provision of the Securities Act. The holder of the Shares may apply to have all restrictive transfer legends removed from the certificates evidencing the Shares, provided that the request for legend removal is made at such times and in such manner that removal is accomplished in compliance with the Securities Act and the rules and regulations promulgated under the Securities Act; and provided further, that any proposed sale of Shares must comply with all Company policies and procedures, and with applicable federal, state and local laws.

8. **Rights as a Stockholder.** Subject to the terms and conditions of this Agreement, Grantee shall have all of the rights of a stockholder of the Company with respect to the Shares after eligible Restricted Shares vest and are released from escrow to Grantee, until such time as Grantee disposes of the Shares.

9. **Restrictive Legends and Stop-Transfer Orders.**

9.1 **Legends.** Grantee understands and agrees that the Company shall place the legends set forth below or similar legends on any stock certificate(s) evidencing the Shares, together with any other legends that may be required by state or federal securities laws, the Company's Certificate of Incorporation or Bylaws, any other agreement between Grantee and the Company or any agreement between Grantee and any third party:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A 180 DAY MARKET STANDOFF RESTRICTION AS SET FORTH IN A CERTAIN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. AS A RESULT OF SUCH AGREEMENT, THESE SHARES MAY NOT BE TRADED PRIOR TO 180 DAYS AFTER THE EFFECTIVE DATE OF A PUBLIC OFFERING OF THE COMMON STOCK OF THE ISSUER HEREOF. SUCH RESTRICTION IS BINDING ON TRANSFEREES OF THESE SHARES.

9.2 **Stop-Transfer Instructions.** Grantee agrees that, to ensure compliance with the restrictions imposed by this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

9.3 **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares, or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares have been so transferred.

10. Tax Consequences. GRANTEE UNDERSTANDS THAT GRANTEE MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF GRANTEE'S ACQUISITION OR DISPOSITION OF THE SHARES. GRANTEE REPRESENTS (i) THAT GRANTEE HAS CONSULTED WITH A TAX ADVISER THAT GRANTEE DEEMS ADVISABLE IN CONNECTION WITH THE ACQUISITION OR DISPOSITION OF THE SHARES AND (ii) THAT GRANTEE IS NOT RELYING ON THE COMPANY FOR ANY TAX ADVICE.

11. Compliance with Laws and Regulations. The issuance and transfer of the Shares shall be subject to and conditioned upon compliance by the Company and Grantee with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's common stock may be listed or quoted at the time of such issuance or transfer.

12. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns.

13. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada as such laws are applied to agreements between Nevada residents entered into and to be performed entirely within Nevada, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.

14. Notices. Any notice required to be given or delivered to the Company shall be in writing and addressed to the Corporate Secretary of the Company at its principal corporate offices. Any notice required to be given or delivered to Grantee shall be in writing and addressed to Grantee at the address indicated above or to such other address as Grantee may designate in writing from time to time to the Company. All notices shall be deemed effectively given upon personal delivery, (i) three (3) days after deposit in the United States mail by certified or registered mail (return receipt requested), (ii) one (1) business day after its deposit with any return receipt express courier (prepaid), or (iii) one (1) business day after transmission by facsimile or email.

15. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

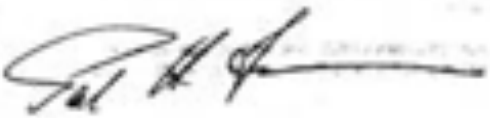
16. Headings; Counterparts. The captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement. All references herein to Sections shall refer to Sections of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior understandings and agreements, whether oral or written, between the parties hereto with respect to the specific subject matter of this Agreement.

WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and Grantee has executed this Agreement as of the Effective Date.

ENVISION SOLAR INTERNATIONAL, INC.

GRANTEE



By: _____

(Signature)

Desmond Wheatley
(Please print name)

Paul H. Feller
(Please print name)

Chief Executive Officer
(Please print title)

Spouse Consent

The undersigned spouse of Paul H. Feller (the “*Grantee*”) has read, understands, and hereby approves the Restricted Stock Grant Agreement between Envision Solar International, Inc., a Nevada corporation (the “*Company*”) and Grantee (the “*Agreement*”). In consideration of the Company’s granting my spouse the right to purchase the Shares as set forth in the Agreement, the undersigned hereby agrees to be irrevocably bound by the Agreement and further agrees that any community property interest shall similarly be bound by the Agreement. The undersigned hereby appoints Grantee as my attorney-in-fact with respect to any amendment or exercise of any rights under the Agreement.

Date: 1/9/2014

Print Name of Grantee’s Spouse

(Please print name)

Signature of Grantee’s Spouse

(Please print title)

Address: _____

Check this box if you do not have a spouse.