

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 9, 2013

ENVISION SOLAR INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other Jurisdiction of Incorporation)	<u>333-147104</u> (Commission File Number)	<u>26-1342810</u> (IRS Employer Identification No.)
<u>7675 Dagget Street, Suite 150, San Diego, CA</u> (Address of Principal Executive Offices)		<u>92111</u> (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 1. REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry Into a Material Definitive Agreement

On January 9, 2013, Envision Solar International, Inc., a Nevada corporation (the "Company" or "Envision") entered into a selling agreement, dated January 8, 2013, with Allied Beacon Partners, Inc. ("Allied Beacon"), a registered securities broker dealer, pursuant to which Allied Beacon has agreed to assist us on a "best efforts" basis with a private offering of up to \$1,200,000 to be made by the Company. Allied Beacon will receive compensation equal to (i) an eight percent (8%) cash fee and (ii) common stock purchase warrants equal to 5% of the shares issued with respect to any investment brought into the offering by Allied Beacon. Such common stock purchase warrants will be exercisable at an exercise price of \$0.25 per share for a period of five years from the date of issuance. A copy of this agreement is attached to this Report as Exhibit 10.1.

On January 10, 2013, Envision entered into a consulting agreement (the "Consulting Agreement") with GreenCore Capital, LLC ("GreenCore") pursuant to which GreenCore will provide professional services to the Company in addition to acting as a sales channel for the Company's products. Jay Potter, our Director, is the chief executive officer of GreenCore. In consideration for providing these services to the Company, GreenCore will be receive (i) \$250 per hour for all services which are preauthorized and directed by the Company's management and (ii) a cash fee (or equivalent value in the Company's common stock at its option) equal to 5% of the Sales Price (as that term is defined in the Consulting Agreement) received by the Company from customers who are referred to the Company by GreenCore. A copy of the Consulting Agreement is attached hereto as Exhibit 10.2.

SECTION 2. FINANCIAL INFORMATION

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant

On January 10, 2013, and effective December 31, 2012, the Company entered into a Third Extension and Amendment Agreement (the "Extension Agreement") with Gemini Master Fund, Ltd and Gemini Strategies, LLC, (collectively "Gemini"), the investor and collateral agent respectively, with respect to a series of convertible notes payable owed by the Company to Gemini. The Extension Agreement 1) extends the maturity date of the convertible notes to December 31, 2013, 2) adds \$20,000 to the outstanding balance of the notes to settle previous expenses owed, and 3) includes a \$5,000 cash payment to be paid to Gemini by the Company for legal costs incurred by Gemini related to this Extension Agreement. Additionally, the Company has agreed to cause Robert Noble, our Chairman and our principal stockholder, to deliver a lock-up agreement pursuant to which Mr. Noble will agree to not sell or otherwise dispose of his stock until seventy five percent of the loan balance is paid or our stock price meets certain milestones, as defined. Mr. Noble has agreed to enter into the lock-up agreement. The principal amounts of the debt outstanding to Gemini amount to \$1,406,325.45 immediately after this Extension Agreement.

SECTION 3. SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

See Section 8, Item 8.01 of this Report.

SECTION 5. CORPORATE GOVERNANCE AND MANAGEMENT

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

See Section 1, Item 1.01 of this Report.

SECTION 8. OTHER EVENTS

Item 8.01 Other Events

The Company is making a private placement of its common stock for general working capital purposes. The private placement is being made pursuant to Rule 506 of Regulation D promulgated under Section 4(2) of the Securities Act of 1933, as amended.

Pursuant to this private placement, the Company is offering up to 4,000,000 units for a purchase price of \$0.30 per unit (subject to the Company's option to increase the number of units offered by an additional 333,333). Each unit consists of two (2) shares of the Company's common stock and one warrant to purchase an additional share of common stock at an exercise price of \$0.20 per share exercisable for a period of one year from the date of issuance. The sales termination date for the offering is March 15, 2013, but may be extended for up to an additional 90 days. As of the date of this Report, we have not yet raised any capital pursuant to this offering.

SECTION 9. FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Selling Agreement with Allied Beacon Partners, Inc., dated January 8, 2013.
- 10.2 Consulting Agreement with GreenCore Capital, LLC, dated January 10, 2013.

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.

January 11, 2013

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

EXHIBIT 10.1

SELLING AGREEMENT

January 7, 2013

Mr. Desmond Wheatley
Chief Executive Officer
Envision Solar International, Inc.

Re: Offering of 4,000,000 Units – 8,000,000 Shares and 4,000,000 warrants exercisable for one year at \$.20 per Share

Gentlemen:

Envision Solar International, Inc. (“ENVISION” or “the Company”) is a Nevada corporation engaged in the business of developing and commercializing carport and other structures with integrative photovoltaic arrays in the United States and internationally. ENVISION desires to raise up to \$1,200,000 through a Unit offering consisting of 4,000,000 units with each unit consisting of two (2) shares of common stock and one warrants to purchase an additional share of common stock at \$0.20 per share. The offering is for Accredited Investors (the “Investors”), pursuant to Regulation D of the Securities Act of 1933, as amended (the “Offering”). ENVISION hereby confirms as follows its agreement with Allied Beacon Partners, Inc. (“BEACON”), a registered member in good standing of the Financial Industry National Regulatory Association (“FINRA”), formerly the National Association of Securities Dealers, Inc., under which BEACON will act as a nonexclusive agent for ENVISION in connection with the Offering.

1. **Memorandum.** ENVISION has caused the preparation of Subscription Agreements and disclosure materials (collectively, “Memorandum”) relating to the sale of the Units.

2. **Appointment of Agent.** On the basis of the representations, warranties and covenants herein contained, and subject to the terms and conditions herein set forth, BEACON is hereby appointed as a non-exclusive agent (except as provided in Section 3) of ENVISION to offer and sell the Units to Accredited Investors. BEACON covenants to offer and sell the Units on a “best efforts” basis on behalf of ENVISION in accordance with the terms of this Agreement and the Memorandum, and not to misrepresent orally or in writing any of the facts regarding ENVISION, its business, or the Offering. BEACON covenants to closely supervise all of its representatives in the Offering of the Units and to comply with all applicable federal and state securities laws and FINRA rules and regulations. BEACON is not responsible for the contents of the Memorandum. BEACON covenants not to use any written material or oral statements in offering or selling the Units which are not specifically authorized by ENVISION, provided, that BEACON is specifically authorized to use the Memorandum. Subject to the performance by ENVISION of its obligations to be performed hereunder, and to the accuracy of all the representations and warranties contained herein, BEACON hereby accepts such agency and agrees to perform its obligations hereunder.

3. **Representations and Warranties of ENVISION.** ENVISION represents, warrants and agrees with BEACON for BEACON’s benefit that:

(a) All action required to be taken by ENVISION as a condition to sale of the Units has been taken.

(b) ENVISION is duly and validly organized, existing and in good standing as a corporation under the laws of the State of Nevada, with full power and authority to conduct its business and proposed business as described in the Memorandum. ENVISION has all government licenses and permits necessary to conduct its business, and is duly qualified to conduct its business in all jurisdictions in which such qualification is necessary.

(c) From the commencement of the Offering through the termination or expiration of the Offering, the Memorandum will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(d) This Agreement has been duly and validly authorized, executed and delivered by or on behalf of ENVISION, and constitutes the valid, binding and enforceable agreement of ENVISION.

(e) No federal or state securities agency has issued an order preventing or suspending the Offering or the use of the Memorandum with respect to the sale of the Units. ENVISION will promptly notify BEACON upon the issuance of any such order and furnish BEACON with a copy thereof. The Memorandum and any amendment or supplement thereto will comply and will continue to comply with all applicable requirements of the Securities Act of 1933, as amended (the "Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other applicable federal and state laws and regulations at all times during the term of this Agreement.

(f) No consent, approval, authorization or other order of any governmental authority is required in connection with the execution, delivery or performance by ENVISION of this Agreement.

(g) The execution and delivery of this Agreement will not constitute a breach of, or default under, any instrument by which ENVISION is bound or, to the best of their knowledge, any order, rule or regulation of any court or any governmental body or administrative agency having jurisdiction over ENVISION.

4. **BEACON Representations and Warranties.** BEACON represents and warrants that it is duly and fully licensed under the rules and regulations of the FINRA and is capable of performing and satisfying its obligations under this Agreement. BEACON further represents and warrants that BEACON's execution and performance of this Agreement will not cause BEACON to be in default under or to violate any agreement, law, rule, regulation, order or judgment applicable to it.

5. **Compensation to BEACON.** In consideration for BEACON's services hereunder, ENVISION covenants to pay BEACON (a) an initial selling commission equal to eight percent (8%) of the total capital contributed to the Offering by or through BEACON or by or through other FINRA licensed entities referred by BEACON. The initial selling commission payable to BEACON will be paid within five (5) business days after the purchase of Units. BEACON shall not be entitled to a selling commission for any Units not sold by or through BEACON or by or through other FINRA entities referred by BEACON, but which are instead sold by ENVISION itself or by a third party not referred by BEACON. In addition, as non-cash incentive compensation for BEACON, ENVISION shall also compensate BEACON by issuing to it the number of warrants to purchase shares of the

Company's common stock equal to five percent (5%) of the total number of Shares sold within the Units sold. The incentive Shares will be issued to BEACON within five (5) business days after the issuance of the Shares to the holder of the Units. Each warrant allows for the purchase of one common share over five (5) years from date of issuance at an exercise price of \$0.25 per share. BEACON shall be provided with piggy-back registration rights for such incentive Shares issued to it.

6. **Offering Costs.** ENVISION will pay all legal, accounting, printing and other Offering expenses incurred by the Company from its existing general working capital.

7. **Covenants of the Company.** ENVISION covenants with BEACON that:

(a) The term of this Agreement will commence on the date first above written and will terminate on the date ("Termination Date") which is 90 days after the date the Memorandum is first provided by BEACON to a third party, unless sooner terminated or extended by the written agreement of both parties to this Agreement in or unless the Sales Termination Date, as defined in the Memorandum, occurs first and is not extended by the Company.

(b) If any event relating to the Company occurs which requires, in the opinion of ENVISION's counsel, an amendment or supplement to the Memorandum in order that the Memorandum will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a subscriber, ENVISION will forthwith prepare the amendment or supplement to the Memorandum and deliver a copy thereof to BEACON. Furthermore, ENVISION will furnish such information to BEACON as BEACON may from time to time reasonably request.

(c) ENVISION will endeavor in good faith to qualify the Units for offering and sale under, or to establish the exemption of the Offering and sale of the Units from qualification or registration under, applicable state securities or "blue sky" laws. ENVISION will pay all legal fees and related expenses in connection with qualifying the Units under said "blue sky" laws.

(d) ENVISION will not offer to sell the Units in any state in which such offer would be unlawful. ENVISION will bear all of the costs and liability incurred by it or BEACON as a result of the unlawful offer of the Units by the Company in any state, unless BEACON directly causes such unlawful offer without the participation of ENVISION.

(e) ENVISION covenants to issue financial statements and reports of the Company in accordance with the Memorandum.

(f) BEACON will have reasonable review and approval rights with respect to the Memorandum and its contents.

(g) ENVISION covenants that BEACON shall have the right to obtain the equity or financing for ENVISION from to an entity affiliated with BEACON.

8. **Payment of Expenses and Fees.** Except as provided in Section 5 of this Agreement, BEACON and ENVISION will each pay their own expenses incident to the transactions contemplated by this Agreement. ENVISION will bear all of the fees and expenses incurred in printing of the Memorandum.

9. **Noncircumvention.** ENVISION shall not directly or indirectly circumvent BEACON or any of its affiliates with respect to any relationships introduced or made known to the Company by BEACON as a direct or indirect result of this Agreement, including but not limited to investors, customers, suppliers, and professionals, without the prior written consent of BEACON. In the event of a breach of this section by ENVISION, BEACON will have all injunctive and equitable relief available, as well as all other remedies at law or in equity.

10. **Conditions to BEACON's Obligations.** BEACON's obligations hereunder are subject to the accuracy of and compliance with the representations and warranties of ENVISION in this Agreement, and to the performance by ENVISION of its obligations hereunder.

11. **Conditions to the Obligations of ENVISION.** The obligations of ENVISION hereunder are subject to the accuracy of and the compliance with BEACON's representations and warranties in this Agreement, and to the performance by BEACON of its obligations hereunder.

12. **Term of Agreement.** The term of this Agreement will commence on the date first above written and will terminate on the Termination Date.

13. **Indemnification.**

(a) ENVISION hereby indemnifies and holds BEACON, BEACON's affiliates, officers, directors, shareholders, agents, employees, accountants and attorneys, and each of them, harmless from and against all liabilities, claims, damages, losses, costs, attorneys fees and expenses arising directly or indirectly from (a) the conduct of ENVISION's business, (b) the manner and conduct of any offer or sale of securities by persons or entities other than BEACON which conduct any business with ENVISION, (c) any financial statements or other financial information prepared, provided, published, or disseminated by ENVISION, or (d) the source or manner of solicitation of any prospective Investors referred by ENVISION to BEACON. In addition, ENVISION hereby indemnifies and holds BEACON, BEACON's affiliates, officers, directors, shareholders, agents, employees, consultants and attorneys, and each of them, harmless from and against any loss, expense, claim, damage or liability to which BEACON or said other parties may become subject under any securities act, common law concept, or otherwise, insofar as such loss, expense, claim, damage or liability or action in respect thereof, arises out of or is based in whole or in part on any untrue statement or alleged untrue statement of any material fact made by ENVISION, any employee of the Company, or in the Memorandum, or the omission thereby of any material fact required to be stated or necessary to make the statement made to a prospective investor not misleading. ENVISION shall promptly reimburse the indemnified parties for any reasonable legal or other expenses incurred by them in connection with any such indemnified action or claim.

(b) ENVISION will not be liable under this indemnity agreement with respect to any claim made against BEACON or any of said other persons related to BEACON unless ENVISION is notified in writing of the nature of the claim. ENVISION shall be entitled to participate at its own expense in the defense or, if it so elects within a reasonable time after receipt of such notice, to assume the defense of any such claims, which defense shall be conducted by counsel chosen by it and reasonably satisfactory to BEACON and the other said person or persons related to BEACON who are defendants in any suit so brought. In the event that ENVISION elects to assume the defense of any such suit and retain such counsel, BEACON or the person or persons who are defendants in the suit

18. **Injunctive Relief.** Each party acknowledges that it would be impossible to measure in money the damages to the other party if there is a failure to comply with any covenants or provisions of this Agreement, and agrees that in the event of any breach of any covenant or provision, the other party to this Agreement will not have an adequate remedy at law. It is therefore agreed that the other party to this Agreement who is entitled to the benefit of the covenants or provisions of this Agreement which have been breached, in addition to any other rights or remedies which they may have, shall be entitled to immediate injunctive relief to enforce such covenants and provisions, and that in the event that any such action or proceeding is brought in equity to enforce them, the defaulting or breaching party will not urge a defense that there is an adequate remedy at law.

19. **Waivers.** If any party shall at any time waive any rights hereunder resulting from any breach by the other party of any of the provisions of this Agreement, such waiver is not to be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which such party is entitled under this Agreement or otherwise.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, and the venue for any action hereunder shall be in the appropriate forum in the County of San Diego, State of California.

21. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

22. **Attorneys' Fees and Costs.** In the event that either party must resort to legal action in order to enforce the provisions of this Agreement or to defend such action, the prevailing party shall be entitled to receive reimbursement from the nonprevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such action, or in enforcing this Agreement, including but not limited to post-judgment costs.

23. **Further Acts.** The parties to this Agreement hereby agree to execute any other documents and take any further actions which are reasonably necessary or appropriate in order to implement the transactions contemplated by this Agreement.

24. **Time of Essence.** Time is of the essence in the performance of the obligations under this Agreement.

25. **Authorized Signatures.** Each party to this Agreement hereby represents that the persons signing below are duly authorized to execute this Agreement on behalf of their respective party.

26. **Execution.** If the foregoing is in accordance with your understanding of our Agreement, kindly sign and return to us a counterpart hereof, whereupon this Agreement along with all counterparts will become a binding Agreement between BEACON and ENVISION in accordance with its terms.

Very truly yours,

Allied Beacon Partners, Inc.
a Wisconsin Corporation

By: /s/ James Hintz
James Hintz
Chief Executive Officer

Confirmed and Accepted:

Envision Solar International, Inc.,
a Nevada Corporation

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

EXHIBIT 10.2

**ENVISION SOLAR INTERNATIONAL
CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the “Agreement”) is made effective as of January 10, 2013, (the “Effective Date”) by and between, Envision Solar International with principal place of business located at 7675 Dagget, Suite 150, San Diego, CA 92111 (the “Client”) and GreenCore Capital, LLC a Delaware Limited Liability Company with its primary office located at 600 W. Broadway, Suite 960 San Diego (the “Consultant”). The Client and the Consultant are also hereinafter referred to as the "Party" or "Parties".

WHEREAS, Client is a supplier of integrated solar solutions as well as other renewable energy systems;

WHEREAS, Client is desirous of expanding the market for its products via consumer purchase and lease opportunities offered through companies and organizations or other qualified customers;

WHEREAS, Client is desirous of securing debt and/or equity financing from time to time to facilitate growth and project execution;

WHEREAS, Consultant has relevant expertise, contacts and knowledge within the Capital Finance and Renewable Energy industries and is desirous of offering consulting services in furtherance of Client’s market expansion goals upon the terms and conditions prescribed below;

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

1. TERM AND SCOPE :

1.1 This Agreement shall commence upon the Effective Date and shall remain in full force in effect for a first period, starting at signing and ending 31 Dec 2013 (the “Initial Term”). Upon expiration of the Initial Term, and provided that this Agreement has not been terminated pursuant to Section 8 or otherwise, the Initial Term will be automatically extended by successive periods of one (1) calendar year each, unless during the Initial Term or a successive term either Party provides to the other party written notice of non-renewal no less than fifteen (15) calendar days prior to the expiration of the Initial Term or successive term, as the case may be. The Initial Term and any subsequent renewals shall collectively be referred to as the “Term”.

1.2 Subject to the terms and conditions of this Agreement, the Client hereby retains Consultant as a consultant, advisor and sales channel with respect to the sale, promotion and marketing of Client’s products within the Field Of Use and to advise and consult on the most advantageous positioning of the Company and the creation of documents and materials to secure debt or equity financing at terms which are most beneficial to the Company, its projects and its shareholders (the “Services”) and Consultant agrees, subject to the terms and conditions of this Agreement, to render such Services during the Term of this Agreement. For purposes of this Agreement, “Field Of Use” shall mean entities and service providers that are engaged in the commercial real estate industry, the automotive industry and the Renewable Energy industry in the United States as well as any other entities or providers to which the Parties mutually agree in writing. The Consultant shall at all times use its best efforts in providing such Services. The Consultant shall create and deliver any deliverables or work product associated with the Services in a format and at a time reasonably acceptable to the Client and consistent with the provision of the Services. The Consultant will work for the Client under the general direction of Desmond Wheatley or such other individual(s) or department(s) as may be designated by the Client from time to time.

- 1.3 Consultant shall provide Client on a monthly basis with a list of those persons and/or entities that Consultant has approached and which have demonstrated a "Bona Fide Interest" in the Client's products or in providing debt or equity financing during such month and which the Client has approved in writing (each person or entity being a "Covered Customer" or "Covered Investor"). For purposes of this Agreement, "Bona Fide Interest" means interest which has resulted in active and ongoing negotiations with such potential customer or investor regarding sales of Client's products or the placement of debt or equity financing. Consultant shall not approach, market or promote the Client or its products to persons and/or entities outside of the Field Of Use or otherwise perform Services under this Agreement with regard to any person and/or entity outside of the Field Of Use unless they have permission from Client (see 1.2).
- 1.4 The Consultant shall regularly report to the Client regarding its efforts on Client's behalf.
- 1.5 The Consultant shall provide all of its own equipment, tools, and office space necessary to perform the Services under this Agreement.
- 1.6 Throughout the Term of this Agreement, the Consultant agrees to devote its best efforts to performing the Services with diligence and care on behalf of the Client. The Parties each individually represent and acknowledge that the performance of the Services under this Agreement does not conflict with any duties or obligations that such Party may have to any third party and does not violate any other agreement to which such Party is already a party. Each Party shall indemnify and hold harmless the other Party, its employees, directors, agents and assigns against any claims, liability, loss, cost, actions or demands (including without limitation reasonable attorney fees) arising out of or relating to any conflict or violation of any third-party agreement by such Party.
- 1.7 The Parties each individually represent and warrant that any and all information, code, programs, processes, practices or techniques which such Party will describe, demonstrate, divulge, use, or in any other manner make known to the other Party during the performance of Services (collectively, the "Property") may be divulged and freely used by such divulging Party, without any obligation to, or violation of, any right of others, and without violation of any law or payment of any royalty.
- 1.8 Throughout the Term of this Agreement, the Consultant and its directors, officers, representatives, agents and employees shall comply with all federal, state, local, foreign and/or international laws and regulations applicable to the Consultant's business and its performance of its obligations under this Agreement.

2. RELATIONSHIP OF THE PARTIES:

- 2.1 It is understood and agreed that Consultant will act under this Agreement as an independent contractor and that nothing in this Agreement or the nature of any services rendered in connection herewith shall be deemed to create an agency relationship between Consultant and the Client. Consultant has no authority to, and agrees not to, assume or create any obligation or liability, express or implied, on the Client's behalf, or to bind the Client in any manner or to anything whatsoever. The Consultant represents and warrants that it will not make any warranties or representations regarding the Client or its products except as expressly stated in this Agreement or as otherwise may be authorized in writing by Client from time to time.
- 2.2 Payments made to Consultant hereunder may be subject to applicable federal, state, and local tax withholding laws. The Client makes no representations regarding the tax implications of the compensation provided for in this Agreement. The Client advises Consultant to consult with a tax professional and/or its attorney regarding such implications and the Consultant's responsibilities regarding fulfillment of its taxation obligations. Consultant specifically acknowledge and agrees that: (i) Consultant shall be liable for all taxes assessed by any federal, state, or local authorities with respect to the compensation provided herein; and (ii) that to the extent required by law and/or

otherwise reasonably deemed necessary by the Client, the Client is authorized to withhold such taxes from compensation due Consultant hereunder.

3. COMPENSATION, INVOICING AND PAYMENT:

- 3.1 For its Services rendered hereunder, Consultant shall receive compensation equal to five percent (5 %) of the total, or portion of the total " Sale Price" actually received by the Client from a Covered Customer, which is not an existing customer of the Company ("Existing Customer"), of any sale of product within the Field Of Use made by Client during the Term to a Covered Customer or otherwise made by Client as a direct result of Consultant's efforts hereunder during the Term. ("Base Compensation"). For purposes of this Agreement, "Sales Price " shall mean the dollar amount representing the invoiced amount that the customer pays to the client. Sales made to Existing Customers of the Company shall be compensated on a case by case basis and the final amount of the compensation shall be decided, after discussion with the Consultant, in the sole discretion of the Company. For the purposes of this agreement Existing Customer shall mean any customer, or affiliate or associate of that customer, with which the Company has an existing relationship or The Company can demonstrate that the sale has come about as a result of the Company's activities with the Existing Customer.
- 3.2 Nothing in this Agreement shall obligate the Client to enter into any sale or transaction with any Covered Customer. The Client may refuse to conclude any agreement or transaction with or without good cause. No compensation of any kind will be payable to Consultant under this Agreement in the event that a sale or transaction is not consummated, for any reason whatsoever, including without limitation the fault or default of the Client.
- 3.3 From time to time the Client may task the Consultant to perform certain business development activities and/or to advise and consult on the most advantageous positioning of the Company and/or the creation of documents and materials to aid in the securing debt or equity financing. In the event that the Client requests Services which are not compensated under the terms of section 3.1 of this agreement Consultant shall invoice, monthly, in arrears, Client, and Client shall pay to consultant, within thirty days of receiving the invoice, the sum of two hundred and fifty dollars (\$250.00) for each hour the Consultant works in the furtherance of rendering such Services provided that Consultant shall not perform hourly Services without the prior written approval of the Client and in any event shall not invoice for more than 100 hours in any calendar month.
- 3.4 Consultant shall invoice for and receive a payment of eight thousand dollars (\$8000.00) for the first month commencing upon the execution of this agreement and five thousand dollars (\$5000.00) for each month thereafter, in advance as a retainer against any hourly billings for Services, which are not compensated in accordance with section 3.1 of this agreement. Each invoice described in section 3.3 of this agreement shall include any retainer payments received for the period as a credit against the final invoice for that month.
- 3.5 Consultant shall have the option to receive restricted Envision common shares for any outstanding invoice at a price in line with all state and federal security laws.
- 3.6 The Client has the right to cease to pay the retainer during any period where hourly services are not anticipated.

4. BENEFITS:

The Consultant understands and agrees that as an independent contractor, the Consultant shall not be entitled to receive any benefit payments or participate in any benefit program offered by Client. Upon the effective date of this Agreement, the Consultant voluntarily waives any interest, claim or

entitlement to, or right to participate in, and affirmatively elects not to enroll in or participate in, any retirement, pension, 401k, health care, or other benefit plan maintained by the Client. This waiver will remain in full force and effect regardless of findings by any governmental agency.

5. CONFIDENTIALITY:

Client and Consultant are parties to a certain Mutual Confidentiality Agreement (the “Confidentiality Agreement”). The terms and provisions of such Confidentiality Agreement are hereby incorporated by reference as if fully set forth herein. Notwithstanding anything to the contrary contained in the Confidentiality Agreement, the Consultant will not publish, disclose to third parties, utilize for the Consultant’s own benefit, or otherwise make use of any of the Client’s (or Client’s customers) trade secrets or other confidential information concerning the Client or its customers, except to the extent necessary to carry out the Consultant’s obligations to the Client hereunder or with the prior written consent of the Client (and/or Client’s customer, as applicable). For purposes of this Agreement, “Confidential Information” shall have the meaning prescribed in the Confidentiality Agreement and shall include, without limitation, any financial or accounting information regarding the business of the Client that has not been publicly reported or released, including information regarding revenues, anticipated revenues, expenses and costs, profit margins and cash flow, information regarding the Client’s customers, the Client’s business plans and strategies, forecasts and projections, pricing information, customer proposals and contracts, employee information and any other information developed, in the possession of or owned by the Client that the Client does not disclose publicly.

6. INTELLECTUAL PROPERTY AND WORK PRODUCT:

6.1 All work performed by the Consultant for the Client under this Agreement is in the nature of “work for hire”. Consultant expressly agrees that all data, electronic or paper documents, models, programs, methods, inventions, innovations, reports or other work product of any kind and all works based upon, derived from, or incorporating the foregoing which have been, or will be, prepared by the Consultant within the scope of the consulting services provided hereunder, including any contribution (whether individual or collaborative) to such materials created by the Consultant in the course of providing the Services (collectively “Innovations”) shall be deemed “works for hire” and shall be the sole and exclusive property of the Client. “Innovations” shall also include any work product incorporating, utilizing or based-upon any of the Client’s confidential information. The Consultant hereby irrevocably assigns and/or agrees to irrevocably assign to the Client, its successors and assigns, any and all of its right, title and interest in and to any and all Innovations and to any copyright, trademark, patent applications or Letters Patent thereon developed for and during the performance of the Services for the Client. The Consultant agrees to execute whatever documents may be reasonably necessary at the Client’s request, and without further compensation, in order to assign the rights in any such Innovations to the Client. Notwithstanding the foregoing and those confidentiality requirements set forth above, nothing in this clause shall affect the Consultant’s rights to any data, electronic or paper documents, models, programs, methods, inventions, innovations, reports or other work product, independently developed by the Consultant while not engaged in or for the performance of the Services, whether during, before or after the term of this agreement.

6.2 The Consultant agrees to promptly turn over to the Client, immediately upon the expiration or termination of this Agreement, all notes, reports, data and other work product containing Confidential Information of the Client or the Client’s customers and/or produced in connection with any work performed under this Agreement (and all copies thereof), whether in paper or electronic form that the Consultant has in its possession upon the written request of the Client. Following termination or expiration of this Agreement, Consultant shall neither make nor retain any copies (whether in paper, electronic or other format) of any property or work product belonging to the Client or containing Confidential Information relating to the Client or Client’s customers. What was each Party’s Property and Contacts before this Agreement remains their Property and Contacts after this Agreement.

Any Property and Contacts jointly developed during the course of this Agreement remains joint Property and Contacts afterwards.

7. NON-SOLICITATION, NON-DEFAMATION:

The Parties agree that while this Agreement is in effect and for a period of two years thereafter, each Party will not for itself or any third party, directly or indirectly divert or attempt to divert from the other Party (or any affiliate of it that might be formed) any business of any kind in which the other Party is engaged including, without limitation, the solicitation of or interference with any of its customers, clients or vendors Contractor or Employee to terminate its business relationship with the other Party. During the term of this Agreement and for one (1) year thereafter, The Parties will not encourage or solicit any employee, independent contractor or contractor of the other Party (or any of its affiliates) to leave that Party for any reason. The Parties agree that they will not make or disseminate any defamatory comments or communications about the other Party.

8. TERMINATION:

- 8.1 The Parties may terminate this Agreement at any time for any reason or no reason upon thirty (30) calendar days written notice to the other Party.
- 8.2 In the event of termination, neither Party shall be discharged for any antecedent obligations or liabilities to the other Party under this Agreement, unless otherwise agreed in writing. On and after termination or expiration of this Agreement, whether pursuant to the provisions of this Section 8.2, Section 1.1 or otherwise, Consultant shall immediately cease performance of all Services and inform Client of any and all contacts and/or leads that Consultant was pursuing at the time of termination or expiration.
- 8.3 In the event of termination, the Client shall owe the Consultant their appropriate compensation through the conclusion of all work-in-progress transactions which shall include any transactions which are entered into by the Client during the Term and for a period of six (6) months from the date of termination of this Agreement to a Covered Customer or Covered Investor or otherwise made by Client as a direct result of Consultant's efforts hereunder during the Term.

9. GENERAL PROVISIONS:

- 9.1 This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. Each party irrevocably consents to the personal jurisdiction of federal and state courts located in Los Angeles, California, as applicable, for any matter arising out of or relating to this Agreement. No provision in this Agreement is to be interpreted against such party because that party drafted such provision. In the event of any action or proceeding arising out of the subject matter hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs.
- 9.2 If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 9.3 The parties acknowledge and agree that the performance of the Services hereunder by the Consultant constitutes personal services that may not be assigned or delegated to a third party without the written consent of the Client. The Consultant shall not subcontract or assign the performance of any portion of the Services without the Client's prior written consent. Any purported subcontract or agreement not approved by the Client shall be void.

The Consultant hereby agrees that the Client may assign this Agreement to its designated representatives or affiliates.

- 9.4 Waiver by the Parties of any default hereunder shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of each party.
- 9.5 The Parties acknowledge that because of the unique nature of any Innovations and the confidential information that may be revealed during the performance of the Services under this Agreement, the other Party would suffer irreparable harm if the non-complying Party failed to comply with any of its obligations under Sections 5 through 7 of this Agreement, and monetary damages would be inadequate to fully compensate The harmed Party. The Parties shall, in addition to any other remedies available at law or in equity, be entitled to injunctive relief to enforce the terms of Sections 5 through 7 of this Agreement.
- 9.6 This Agreement, together with all Exhibits and other documents attached hereto, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter hereof.
- 9.7 All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, email or facsimile, addressed as set forth below each Party's signature or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur or (c) if given by email, upon receipt by the sending party of an email from the receiving party confirming receipt
- 9.8 This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by electronic transmission.

NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO INDUCE EITHER PARY TO SIGN THIS AGREEMENT. THE PARTIES SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

IN WITNESS WHEREOF the parties hereto execute the Agreement on the date and year written below.

“CONSULTANT”

**GreenCore Capital Partners, LLC
600 West Broadway, Suite 960
San Diego, CA. 92101**

“CLIENT”

**Envision Solar International
7675 Dagget, Suite 150
San Diego, CA 92111
858 799 5483**

By: /s/ Jay Potter

By: /s/ Desmond Wheatley

Title : CEO
Date: 01/10/13

Title: President
Date: 01/10/13