

EXHIBIT 10.1**AMENDMENT TO RESTRICTED STOCK AGREEMENT**

This Amendment to Restricted Stock Agreement (the "First Amendment") is made as of this 31st day of December 2016 by and between Envision Solar International, Inc., a Nevada corporation (the "Company"), and Jay S. Potter, an individual (the "Grantee"), with respect to the following facts:

RECITALS

A. The Company and the Grantee have entered into that certain Restricted Stock Agreement, dated February 12, 2016 (the "Agreement"), and the Company and the Grantee desire to amend the Agreement pursuant to this First Amendment.

B. In conjunction with this First Amendment, the Company has agreed to grant to the Grantee (i) 750,000 restricted shares of the Company's common stock and (ii) an additional 750,000 restricted shares of the Company's common stock to vest in the future from time to time, based on the Grantee achieving certain performance criteria to be agreed upon by the Board of Directors after discussion with senior management at a future date.

C. The terms used in this First Amendment will have the meanings ascribed to them in the Agreement unless otherwise defined herein.

NOW, THEREFORE, for one dollar and other good and valuable consideration, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Amendment.

The following sentence is added to Section 2.1 of the Agreement as follows:

"Any Restricted Shares not released from escrow as of December 31, 2016 are no longer eligible for release from escrow and will not vest, and are hereby cancelled and returned to the authorized but unissued shares of the Company's common stock."

2. Effect of First Amendment.

The Agreement will remain in full force and effect except as specifically modified by this First Amendment. In the event of any conflict between the First Amendment and the Agreement, the terms of this First Amendment will govern.

3. Counterparts.

This First Amendment may be executed simultaneously in any number of counterparts, each of which counterparts will be deemed to be an original and such counterparts will constitute but one and the same instrument.

IN WITNESS WHEREOF, this First Amendment is executed as of the date first above written.

**COMPANY: ENVISION SOLAR
INTERNATIONAL, INC.**

GRANTEE: JAY S. POTTER

By: _____

Desmond Wheatley, President

Jay S. Potter

EXHIBIT 10.2**ENVISION SOLAR INTERNATIONAL, INC.****RESTRICTED STOCK GRANT AGREEMENT**

This Restricted Stock Grant Agreement (the "*Agreement*") is made and entered into as of December 31, 2016, (the "*Effective Date*") by and between Envision Solar International, Inc., a Nevada corporation (the "*Company*"), and the person named below (the "*Grantee*").

Grantee: Jay S. Potter

Social Security Number: _____

Address: _____

Total Number of Shares to Be Granted: 750,000 (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: 20,833 Restricted Shares per month over a 36 month period commencing on January 31, 2017, issuable quarterly on the last day of each calendar quarter; provided, that the first release will be of 62,499 Restricted Shares and is scheduled to occur on March 31, 2017 and the last release will be of 62,511 Restricted Shares and is scheduled to occur on December 31, 2019.

2.2 Termination. If the Grantee's services with the Company, whether as a director, officer, employee or consultant, 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:

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 through a sale of assets, securities, or otherwise (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)

Jay S. Potter
(Please print name)

Chief Executive Officer
(Please print title)

Spouse Consent

The undersigned spouse of Jay S. Potter (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: 12/31/2016

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.

EXHIBIT 10.3**AMENDMENT TO RESTRICTED STOCK AGREEMENT**

This Amendment to Restricted Stock Agreement (the "First Amendment") is made as of this 31st day of December 2016 by and between Envision Solar International, Inc., a Nevada corporation (the "Company"), and Tony Posawatz, an individual (the "Grantee"), with respect to the following facts:

RECITALS

A. The Company and the Grantee have entered into that certain Restricted Stock Agreement, dated February 19, 2016 (the "Agreement"), and the Company and the Grantee desire to amend the Agreement pursuant to this First Amendment.

B. In conjunction with this First Amendment, the Company has agreed to grant to the Grantee (i) 750,000 restricted shares of the Company's common stock and (ii) an additional 750,000 restricted shares of the Company's common stock to vest in the future from time to time, based on the Grantee achieving certain performance criteria to be agreed upon by the Board of Directors after discussion with senior management at a future date.

C. The terms used in this First Amendment will have the meanings ascribed to them in the Agreement unless otherwise defined herein.

NOW, THEREFORE, for one dollar and other good and valuable consideration, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Amendment.

The following sentence is added to Section 2.1 of the Agreement as follows:

"Any Restricted Shares not released from escrow as of December 31, 2016 are no longer eligible for release from escrow and will not vest, and are hereby cancelled and returned to the authorized but unissued shares of the Company's common stock."

2. Effect of First Amendment.

The Agreement will remain in full force and effect except as specifically modified by this First Amendment. In the event of any conflict between the First Amendment and the Agreement, the terms of this First Amendment will govern.

3. Counterparts.

This First Amendment may be executed simultaneously in any number of counterparts, each of which counterparts will be deemed to be an original and such counterparts will constitute but one and the same instrument.

IN WITNESS WHEREOF, this First Amendment is executed as of the date first above written.

**COMPANY: ENVISION SOLAR
INTERNATIONAL, INC.**

GRANTEE: TONY POSAWATZ

By: _____

Desmond Wheatley, President

Tony Posawatz

EXHIBIT 10.4**ENVISION SOLAR INTERNATIONAL, INC.****RESTRICTED STOCK GRANT AGREEMENT**

This Restricted Stock Grant Agreement (the "*Agreement*") is made and entered into as of December 31, 2016, (the "*Effective Date*") by and between Envision Solar International, Inc., a Nevada corporation (the "*Company*"), and the person named below (the "*Grantee*").

Grantee: Tony Posawatz

Social Security Number: _____

Address: _____

Total Number of Shares to Be Granted: 750,000 (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: 20,833 Restricted Shares per month over a 36 month period commencing on January 31, 2017, issuable quarterly on the last day of each calendar quarter; provided, that the first release will be of 62,499 Restricted Shares and is scheduled to occur on March 31, 2017 and the last release will be of 62,511 Restricted Shares and is scheduled to occur on December 31, 2019.

2.2 Termination. If the Grantee's services with the Company, whether as a director, officer, employee or consultant, 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:

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 through a sale of assets, securities, or otherwise (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)

Tony Posawatz
(Please print name)

Chief Executive Officer
(Please print title)

Spouse Consent

The undersigned spouse of Tony Posawatz (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: 12/31/2016

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.



EXHIBIT 10.5**AMENDMENT TO RESTRICTED STOCK AGREEMENT**

This Amendment to Restricted Stock Agreement (the "First Amendment") is made as of this 31st day of December 2016 by and between Envision Solar International, Inc., a Nevada corporation (the "Company"), and Peter Davidson, an individual (the "Grantee"), with respect to the following facts:

RECITALS

A. The Company and the Grantee have entered into that certain Restricted Stock Agreement, dated September 8, 2016 (the "Agreement"), and the Company and the Grantee desire to amend the Agreement pursuant to this First Amendment.

B. In conjunction with this First Amendment, the Company has agreed to grant to the Grantee (i) 750,000 restricted shares of the Company's common stock and (ii) an additional 750,000 restricted shares of the Company's common stock to vest in the future from time to time, based on the Grantee achieving certain performance criteria to be agreed upon by the Board of Directors after discussion with senior management at a future date.

C. The terms used in this First Amendment will have the meanings ascribed to them in the Agreement unless otherwise defined herein.

NOW, THEREFORE, for one dollar and other good and valuable consideration, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Amendment.

The following sentence is added to Section 2.1 of the Agreement as follows:

"Any Restricted Shares not released from escrow as of December 31, 2016 are no longer eligible for release from escrow and will not vest, and are hereby cancelled and returned to the authorized but unissued shares of the Company's common stock."

2. Effect of First Amendment.

The Agreement will remain in full force and effect except as specifically modified by this First Amendment. In the event of any conflict between the First Amendment and the Agreement, the terms of this First Amendment will govern.

3. Counterparts.

This First Amendment may be executed simultaneously in any number of counterparts, each of which counterparts will be deemed to be an original and such counterparts will constitute but one and the same instrument.

IN WITNESS WHEREOF, this First Amendment is executed as of the date first above written.

**COMPANY: ENVISION SOLAR
INTERNATIONAL, INC.**

GRANTEE: PETER DAVIDSON

By: _____

Desmond Wheatley, President

Peter Davidson

EXHIBIT 10.6**ENVISION SOLAR INTERNATIONAL, INC.****RESTRICTED STOCK GRANT AGREEMENT**

This Restricted Stock Grant Agreement (the "*Agreement*") is made and entered into as of December 31, 2016, (the "*Effective Date*") by and between Envision Solar International, Inc., a Nevada corporation (the "*Company*"), and the person named below (the "*Grantee*").

Grantee: Peter Davidson

Social Security Number: _____

Address: _____

Total Number of Shares to Be Granted: 750,000 (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: 20,833 Restricted Shares per month over a 36 month period commencing on January 31, 2017, issuable quarterly on the last day of each calendar quarter; provided, that the first release will be of 62,499 Restricted Shares and is scheduled to occur on March 31, 2017 and the last release will be of 62,511 Restricted Shares and is scheduled to occur on December 31, 2019.

2.2 Termination. If the Grantee's services with the Company, whether as a director, officer, employee or consultant, 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:

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 through a sale of assets, securities, or otherwise (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)

Peter Davidson
(Please print name)

Chief Executive Officer
(Please print title)

Spouse Consent

The undersigned spouse of Peter Davidson (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: 12/31/2016

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.



**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): December 31, 2016

ENVISION SOLAR INTERNATIONAL, INC.
(Exact name of registrant as specified in its charter)

Nevada	000-53204	26-1342810
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
5660 Eastgate Drive, San Diego, CA		92126
(Address of Principal Executive Offices)		(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

Compensation Arrangements. On or about December 31, 2016, Mr. Jay S. Potter, a director of Envision Solar International, Inc., a Nevada corporation (the "Company"), Mr. Tony Posawatz, a director of the Company, and Mr. Peter Davidson, a director of the Company, each entered into an Amendment to Restricted Stock Agreement with the Company (each an "Amendment").

Pursuant to his Amendment, Mr. Potter agreed to terminate his rights to 666,667 unvested restricted shares of the Company's common stock under his Restricted Stock Agreement, dated February 12, 2016, in consideration for which the Company granted to Mr. Potter 750,000 restricted shares of the Company's common stock, vesting 1/36 per month over a 36 month period commencing on the date of grant, issuable quarterly on the last day of each calendar quarter (the first vesting is scheduled to occur on January 31, 2017 and be for 20,833 shares and the first issuance is scheduled to occur on March 31, 2017 and be for 62,499 shares) so long as Mr. Potter serves as a director, employee, consultant or officer of the Company at the time of scheduled vesting. The Company will also grant an additional 750,000 restricted shares of the Company's common stock to Mr. Potter to vest in the future from time to time, based on Mr. Potter achieving certain performance criteria to be agreed upon by the Board of Directors after discussion with senior management at a future date.

Pursuant to his Amendment, Mr. Posawatz agreed to terminate his rights to 694,444 unvested restricted shares of the Company's common stock under his Restricted Stock Agreement, dated February 19, 2016, in consideration for which the Company granted to Mr. Posawatz 750,000 restricted shares of the Company's common stock, vesting 1/36 per month over a 36 month period commencing on the date of grant, issuable quarterly on the last day of each calendar quarter (the first vesting is scheduled to occur on January 31, 2017 and be for 20,833 shares and the first issuance is scheduled to occur on March 31, 2017 and be for 62,499 shares) so long as Mr. Posawatz serves as a director, employee, consultant or officer of the Company at the time of scheduled vesting. The Company will also grant an additional 750,000 restricted shares of the Company's common stock to Mr. Posawatz to vest in the future from time to time, based on Mr. Posawatz achieving certain performance criteria to be agreed upon by the Board of Directors after discussion with senior management at a future date.

Pursuant to his Amendment, Mr. Davidson agreed to terminate his rights to 625,000 unvested restricted shares of the Company's common stock under his Restricted Stock Agreement, dated September 8, 2016, in consideration for which the Company granted to Mr. Davidson 750,000 restricted shares of the Company's common stock, vesting 1/36 per month over a 36 month period commencing on the date of grant, issuable quarterly on the last day of each calendar quarter (the first vesting is scheduled to occur on January 31, 2017 and be for 20,833 shares and the first issuance is scheduled to occur on March 31, 2017 and be for 62,499 shares) so long as Mr. Davidson serves as a director, employee, consultant or officer of the Company at the time of scheduled vesting. The Company will also grant an additional 750,000 restricted shares of the Company's common stock to Mr. Davidson to vest in the future from time to time, based on Mr. Davidson achieving certain performance criteria to be agreed upon by the Board of Directors after discussion with senior management at a future date.

SECTION 9. FINANCIAL STATEMENTS, PRO FORMA FINANCIALS & EXHIBITS**(d) Exhibits**

- 10.1 Amendment to Restricted Stock Agreement between the Company and Jay S. Potter, dated December 31, 2016.
- 10.2 Restricted Stock Agreement between the Company and Jay S. Potter, dated December 31, 2016.
- 10.3 Amendment to Restricted Stock Agreement between the Company and Tony Posawatz, dated December 31, 2016.
- 10.4 Restricted Stock Agreement between the Company and Tony Posawatz, dated December 31, 2016.
- 10.5 Amendment to Restricted Stock Agreement between the Company and Peter Davidson, dated December 31, 2016.
- 10.6 Restricted Stock Agreement between the Company and Peter Davidson, dated December 31, 2016.

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 6, 2017

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