

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

WORLD ENERGY SOLUTIONS, INC.

f/k/a Advanced 3-D Ultrasound Services, Inc.

(Exact name of registrant as specified in its charter)

Florida

(State or other jurisdiction of
incorporation or organization)

65-0783722

(I.R.S. Employer Identification No.)

3900-A 31st Street North

St. Petersburg, Florida 33714

(Address of principal executive offices) (Zip Code)

Consulting Agreements with Rachel Steele, Thomas E. Kurk,
Robert J. Depalo, Nancy W. Hunt, George Walker and
Employment Agreements with Mike Prentice, Benjamin C. Croxton
(Full title of the plan)

Benjamin C. Croxton

World Energy Solutions, Inc.

3900-A 31st Street North

St. Petersburg, Florida 33714

(Name and address of agent for service)

727-525-5552

(Telephone number, including area code, for agent for service)

<TABLE>

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
<S>	<C>	<C>	<C>	<C>
Common Stock, \$.0001 par value per share (1)	\$2,125,000	\$1.45	\$3,081,250	\$341.06

</TABLE>

- (1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457 under the Securities Act of 1933 based on the average of the high and low sale price of the common stock as reported on the OTC Bulletin Board on February 1, 2006.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The documents listed below are incorporated by reference in the registration statement.

- (a) Annual Report on Form 10-KSB for the year ended December 31, 2004;
- (b) Quarterly Report on Form 10-QSB for the quarter ended September 30, 2005;
- (c) Quarterly Report on Form 10-QSB for the quarter ended June 30, 2005;
- (d) Quarterly Report on Form 10-QSB for the quarter ended March 31, 2005; and
- (e) All reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the document referred to in items (a) and (b) above.

All documents subsequently filed by the registrant pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment to the registration statement that indicate that all shares of common stock offered have been sold or that deregisters all of the shares then remaining unsold, shall be deemed to be incorporated by reference in the registration statement and to be a part of it from the date of filing of the documents.

Any statements contained in this Registration Statement, or in a document incorporated or deemed to be incorporated by reference herein or in any other subsequently filed document which is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

Section 607.0850 of the Florida Business Corporation Act permits indemnification of directors, officers, employees and agents of a corporation under certain conditions and subject to certain limitations. Section 607.0850 of the Florida Business Corporation Act empowers a corporation to indemnify any person who was or is a party or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer or agent of the corporation. Depending on the character of the proceeding, a corporation may indemnify against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the person indemnified acted in good faith and in a manner the person reasonably believed to be in or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. In the case of an action by or in the right of the corporation, no indemnification may be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine that despite the adjudication of liability such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. Section 607.0850 of the Florida Business Corporation Act further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to above or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually or reasonably incurred by such person in connection therewith.

Item 7. Exemption from Registration Claimed.

None.

Item 8. Exhibits.

5.1 Opinion of Brashear & Assoc., P.L. *

10.1 Consulting Agreement with Rachel Steele dated January 31, 2006*

10.2 Consulting Agreement with Thomas E. Kurk dated January 31, 2006*

10.3 Consulting Agreement with Robert J. Depalo dated January 31, 2006*

10.4 Consulting Agreement with Nancy W. Hunt dated January 20, 2006*

10.5 Consulting Agreement with George Walker dated January 31, 2006*

10.6 Consulting Agreement with Dan Witherspoon dated January 31, 2006*

10.7 Employment Agreement with Mike Prentice dated January 31, 2006*

10.8 Employment Agreement with Benjamin C. Croxton dated January 31, 2006*

23.1 Consent of Brashear & Assoc., P.L. (included in Exhibit 5.1)

23.2 Consent of Ferlita, Walsh, & Gonzalez, P.A.*

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933; (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a) (1)(i) and (a) (1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to provisions described in Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event of a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of St. Petersburg, State of Florida, on January 31, 2006.

WORLD ENERGY SOLUTIONS, INC.
f/k/a Advanced 3-D Ultrasound Services, Inc.

By: /s/ Benjamin C. Croxton

Benjamin C. Croxton
Chief Executive Officer,
Chief Financial Officer,
Director

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Benjamin C. Croxton

Benjamin C. Croxton
Chief Executive Officer,

Chief Financial Officer,
Director
January 31, 2006

/s/ Mike Prentice

Mike Prentice
President, Director
January 31, 2006

/s/ Jodi Crumbliss

Jodi Crumbliss
Director, Secretary-Treasurer
January 31, 2006

BRASHEAR & ASSOC., P.L.
Counselors At Law
926 N.W. 13th Street
Gainesville, FL 32601

January 31, 2006

Securities and Exchange Commission
450 Fifth Avenue, NW
Washington, DC 20649

Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed by WORLD ENERGY SOLUTIONS, INC. ("Company") with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act"). The Registration Statement relates to an aggregate of 2,125,000 shares of the Common Stock of the Company, par value \$0.0001 per share (the "Shares") issued pursuant to Consulting Agreements with Rachel Steele, Thomas E. Kurk, Robert J. Depalo, Nancy W. Hunt and George Walker, and Employment Agreements with Mike Prentice and Benjamin C. Croxton.

As special counsel for the Company, we have examined such corporate records, documents and such question of law as we have considered necessary or appropriate for purposes of this opinion and, upon the basis of such examination, advise you that in our opinion, all necessary corporate proceedings by the Company have been duly taken to authorize the issuance of the Shares and that the Shares being registered pursuant to the Registration Statement, when issued, will be duly authorized, legally issued, fully paid and non-assessable. This opinion does not cover any matters related to any re-offer or re-sale of the shares by any Plan Beneficiaries, once properly and legally issued pursuant to the Plan as described in the Registration Statement.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. This consent is not to be construed as an admission that we are a person whose consent is required to be filed with the Registration Statement under the provisions of the Act. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent. This opinion is based on our knowledge of the law and facts as of the date hereof. This opinion does not address or relate to any specific state securities laws. We assume no duty to communicate with the Company in respect to any matter which comes to our attention hereafter.

Sincerely,

BRASHEAR & ASSOC., P.L.

By: /s/ Bruce Brashear

Bruce Brashear, Esq.

CONSULTING AGREEMENT

DATE: January 31, 2006

PARTIES: RACHEL STEELE (the "Consultant")
WORLD ENERGY SOLUTIONS, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective January 31, 2006, (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant providing marketing and business planning services for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee of 550,000 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any employees of the Consultant. Except as otherwise provided in this Agreement, the

Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting

relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents, patents, and applications for copyrights, trademarks, design patents, patents,

divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses:

As to Consultant: Rachel Steele
7732 N. Mobley Drive
Odessa FL 33556

As to Company: World Energy Solutions, Inc.
3900-A 31st Street, North
St. Petersburg FL 33714

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Pinellas County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

WORLD ENERGY SOLUTIONS, INC.

By: /s/ Benjamin C. Croxton

BENJAMIN C. CROXTON, President

Consultant:

/s/ Rachel Steele

RACHEL STEELE

January 31, 2006

Benjamin C. Croxton
Chief Executive Officer
World Energy Solutions
3900 31st Street North
St. Petersburg, FL 33714

RE: Engagement Letter

Dear Ben,

I very much look forward to working with you to explore and expand sales for your company.

This letter agreement (this "Agreement") confirms our mutual understanding and sets forth the terms upon which Thomas E. Kurk ("Consultant") will provide consulting services to World Energy Solutions, Inc. ("World Energy Solutions" or the "Company").

1. Services, Scope of Work, Term.

(a) Services. The Company hereby retains Consultant to advise it in identifying potential new or additional sources or strategies to seek new or additional markets and other related business development activities. Consultant will make efforts to provide introductions, negotiations and act as a liaison to groups or parties Consultant makes known to World Energy Solutions. Consultant's intention is to expand World Energy Solutions' sales through a variety of new or additional relationships and teaming agreements. Consultant is dependent on World Energy Solutions' cooperation and assistance throughout the process. World Energy Solutions agrees to assist Consultant in a supportive timely manner. All of the aforementioned activities shall comprise the "Services" offered by Consultant to the Company.

(b) Consultant will need to create a modest due diligence report and or summary during the course of the process. This summary will include but not limited to a review of previous federal / state contracts for the past 3 years, bonding related issues, etc.

(c) It is understood any information that is shared is of a confidential nature and will only be shared with appropriate parties. Consultant agrees that no Company confidential information will be provided to any third party unless such party has first executed the Company's confidentiality agreement.

(d) The Company hereby acknowledges and agrees that despite Consultant's performance of the Services, such results may not be available on terms acceptable to the Company or at all. Consultant does not imply or guarantee in any manner results of his efforts.

(e) Term. The term of this Agreement shall commence on the execution date of this Agreement and may be terminated by either party at any time. However, any compensation due to Consultant from efforts he is responsible for leading to and otherwise obtained from Consultant's introductions shall continue as agreed upon by the Company.

2. Compensation.

Compensation. As consideration for Consultant's efforts and performance of the Services hereunder, the Company shall tender to Consultant a consulting fee consisting of 100,000 shares of Principal's common stock to be registered with the United States Securities and Exchange Commission on Form S-8. The parties also may agree that on individual projects it is advisable to compensate Consultant on a flat-fee basis. Consultant will be paid a reasonable amount for services rendered, and the Parties must agree, in writing, to the terms, conditions, and amounts relating to any engagement on a flat-fee basis.

3. Independent Contractor Arrangement. The Parties agree that this Agreement creates only an independent contractor relationship between them and that the Company does not retain control as to the mean, manner or method in which

o Consultant performs the Services under this Agreement. Nothing in this Agreement shall be deemed to create the relationship of partnership, joint venture or that of an employer and employee. Furthermore, the Parties acknowledge that Consultant may provide other services to persons and entities during his relationship with the Company as consistent with the terms and provisions hereof.

o It is further understood by the Parties that Consultant, as an independent contractor, is responsible for all local, state and federal taxes applicable to compensation hereunder and that the Company is not responsible for any employment, Social Security or related taxes or contributions relating to Consultant's Services or compensation under this Agreement.

o As an independent contractor, Consultant acknowledges and agrees that he is not entitled to any employee or fringe benefits normally afforded to employees of the Company, and he specifically waives any claim of rights or benefits, whether present or future, relating to any fringe benefits, employee programs or plans, retirement plans, workers' compensation, or other benefits that may be normally afforded to employees of the Company.

4. Authority. In his capacity as an independent contractor, under this Agreement, Consultant acknowledges that he shall not have any power or authority to enter into any contract, undertaking, agreement for or on behalf of the Company or to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Company or to bind the Company in any manner whatsoever.

5. Miscellaneous.

o Assignment. The Company may assign this Agreement and the obligations of Consultant hereunder to the fullest extent authorized by law. Due to the personal service nature of Consultant's obligations, Consultant may not assign this Agreement, except the assignment of any right to receive compensation or other payment. Subject to the restrictions in this Section, this Agreement shall also be binding upon and benefit the Parties hereto and their respective heirs, successors, or assigns.

o Accuracy of Information. The Company with the other signatories hereto acknowledges and agrees that they are solely responsible for the accuracy and completeness of all information and representations concerning its operations and financial information. The Company together with the signatories understands that Consultant is neither obligated nor compensated to undertake any independent verification and assumes no responsibility for accuracy or completeness of such information. The Company with the other signatories agrees that they will indemnify and hold harmless Consultant against all losses, claims, liabilities, damages, and expenses regarding the services Consultant performs on behalf of the Company.

o Legality and Severability. The Parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal, state, or local law, rule or regulation. In the event a court of competent jurisdiction finds any provision herein to be illegal or unenforceable, the Parties agree that such court shall modify said provision(s) to make said provision(s) valid and enforceable. The provision(s) of this Agreement are severable, and any illegal or unenforceable provision(s), or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable.

o Entire Agreement; Modification. This Agreement constitutes the entire understanding between the Parties regarding the subject matters addressed herein. This Agreement can only be modified in writing signed by both Parties.

1) Notices. All notices and other communications to any Party under this Agreement shall be in writing (including facsimile transmissions or similar writing) and shall be given to such Party at its address or facsimile number set forth below or such other address or facsimile number as such Party may hereafter specify for the

purpose of notice to the other Party:

2) If to the Company:

Benjamin C. Croxton
CEO World Energy Solutions
3900 31st Street North
St. Petersburg, FL 33714
(Fax) 727-499-7413

If to Consultant:

Thomas E. Kurk
2229 Bancroft Place, NW, Suite 401,
Washington, DC 20008,
(Fax) 202-986-2381

3) Each such notice or other communication shall be effective (i) if given by mail, 72 hours after such notice or communication is deposited in the mail with first class postage prepaid and addressed as set forth above; or (ii) if given by other means, when delivered at the address specified above or received via facsimile at the number listed above.

In order to evidence our mutual agreement with the contents of this letter, please sign below in the space indicated. Please contact me with any questions. I look forward to your response.

Sincerely,

/s/ Thomas E. Kurk

Thomas E. Kurk

World Energy Solutions, Inc.

/s/ Benjamin C. Croxton

Benjamin C. Croxton, CEO

Date: January 31, 2006

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made by and between World Energy Solutions, Inc., a Florida corporation ("WES" or the "Company"), with its principal place of business located at 3900A 31st Street North, St. Petersburg, Florida 33714 and Robert J. Depalo ("Consultant"), and is effective as of the date set forth below. WES and Consultant may be collectively referred to herein as the "Parties."

The Parties to this Agreement state and acknowledge as follows:

Section 1 - Recitals - The Company is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the energy conservation and management industry.

Consultant has represented to WES that it has the skill, experience, and expertise necessary to provide WES with the consulting services contemplated by the Parties to this Agreement.

Based on Consultant's representation, WES desires to engage the services of Consultant as set forth herein, and Consultant desires to provide such services to WES pursuant to this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Consultant agree as follows:

Section 2 - Effective Date - Consultant shall begin to render consulting services to the Company as of the date set forth below. If WES has previously engaged Consultant, pursuant to a different agreement, this Agreement shall supercede it, shall take priority over it, and all previous agreements relating to the subject matter of this Agreement shall be deemed null and void except that all prohibitions against Consultant misappropriating or misusing confidential information, trade secrets and soliciting clients of WES shall continue to be enforceable back to the original date of execution of such other agreements or providing of consulting services.

Section 3 - Independent Contractor - The parties hereby acknowledge the Consultant is an independent contractor of WES and is not authorized to act on behalf of WES as its agent, except as may be specifically agreed otherwise. Consultant shall have full control over the manner in which its services are rendered hereunder. Nothing in this Agreement or the course of conduct between the parties shall be deemed to constitute an employment, agency, joint venture, partnership or any other type of relationship between the parties other than the independent contractor status established hereby. Consultant shall not have the right or power to bind WES to any contracts or agreements with any third party, nor shall Consultant have the right or power to direct any operations of WES not authorized specifically by WES. The relationship created by this Agreement is that of a contract for services. Consultant shall be solely responsible for payment of all taxes as may be imposed on any income derived by Consultant hereunder and for any and all other liabilities arising out of Consultant's independent status. To the extent that WES pays any taxes or other sums on Consultant's behalf for any reason, Consultant shall promptly indemnify or reimburse WES for any and all such sums.

Section 4 - Nature of Services and Duties - Consultant shall be available to consult with Principal concerning all matters pertaining to the organization, operation and administration of Principal's business activities, including, generally, all issues of concern or import in the ongoing growth, development and related business affairs of the Principal as may be brought to the attention of Consultant by Principal. Specifically, Consultant shall consult with Principal regarding the design of products for sale by WES in its business, including the providing of product design engineering services as requested by WES.

Consultant accepts this engagement, subject to the general supervision of and pursuant to the orders and direction of WES. Consultant shall perform such other duties as are requested and customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by WES. The Consultant shall also render such other services as WES may assign from time to time. Consultant shall report exclusively to the Chief Executive Officer of the Company.

Section 5 - Compensation of the Consultant - WES shall compensate Consultant for Consultant's services rendered under this Agreement, as follows:

a. (\$2,300.00) Dollars per week and reported on IRS Form 1099;

b. An option to purchase 500,000 shares of restricted common stock of the Company with a strike price of one dollar and twenty five cents (\$1.25) effective immediately upon execution of this Agreement, which option shall be exercisable in whole or in part on October 1, 2006, but shall expire on October 1, 2007;

c. Issuance of 100,000 shares of common stock of the Company in connection with an offering of securities conducted by the Company pursuant to United States Securities and Exchange Commission Form S-8; and

d. Reimbursement of WES directed and approved job related expenses, paid as incurred, including but not limited to such expenses as travel, vehicle mileage reimbursement, air travel expenses, lodging and meals, automobile and equipment rentals and medical emergencies incurred during the execution of WES business.

Section 6 - Product Manufacture, Marketing and Distribution Rights - The Parties agree that WES shall retain the exclusive rights to manufacture, market and distribute products designed by Consultant pursuant to this Agreement. Consultant shall retain all rights to products that were designed by Consultant prior to commencement of consulting services on behalf of WES or any Affiliate.

Section 7 - Restrictive Covenant -

a. WES is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the energy conservation and management industry. Consultant expressly covenants and agrees that during this engagement and for a period of six (6) months following termination of the engagement, whether termination is by WES, with or without cause, wrongful discharge, or for any other reason whatsoever, or by Consultant (such period of time is hereinafter referred to as the "Restrictive Period"), Consultant shall not, directly or indirectly, for itself or himself, or on behalf of others, as an individual on Consultant's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity, enter into, engage in, accept employment from, or participate in, any business that is in competition with the business of WES within a 200 mile radius of any business location of WES.

b. Without limiting the restriction of Paragraph 7(a), above, Consultant specifically agrees that during the Restrictive Period, Paragraph 7(a) prohibits Consultant, in any of the capacities identified in Paragraph 7(a), from soliciting and/or accepting business from WES's customers or dealers. Consultant acknowledges and agrees that the term "customers" includes any individual that has purchased any product or service from WES and/or any entity that is wholly or partially owned by the Company (all of such entities being hereinafter referred to as the "Affiliated Entities"), that has attended any seminar or training seminar produced or promoted by WES and/or the Affiliated Entities, or that has otherwise responded to any advertisement disseminated by WES and/or the Affiliated Entities.

c. This covenant is given and made by Consultant to induce WES to engage Consultant, and Consultant acknowledges the sufficiency of consideration for this covenant.

d. This covenant shall be construed as an agreement independent of any other provision in this Agreement and the existence of any claim or cause of action of Consultant against WES or any Affiliated Entity shall not constitute a defense to the enforcement of this covenant. WES has performed all obligations entitling it to this covenant and it is therefore not executory or otherwise subject to rejection under the Bankruptcy Code.

e. Consultant agrees that these covenants are supported by legitimate business interests, including, but not limited to: WES's valuable, confidential business information and "trade secrets" as defined in

Chapters 688 and 812 of the Florida Statutes, which include, but are not limited to, the WES's unique product designs, marketing plans, advertising strategy and/or methodology for doing business, business plans, financial plans, forms, training manuals and customer lists, which may have been provided to the Consultant solely for use in WES's business, and which the Consultant agrees have been developed through the WES's expenditure of a great amount of time, money and effort to refine other existing plans, forms and lists in the industry, and which the Consultant agrees contain detailed information that could not be independently created from public sources.

f. Consultant agrees that WES's legitimate business interests also include, but are not limited to, extraordinary and specialized training provided to Consultant by WES, through, among other things and methodologies, WES's comprehensive multi-product integration approach to energy conservation for commercial, governmental, industrial facilities and residential structures as well as training presentations regarding same. Consultant acknowledges and agrees that he has received extraordinary and specialized training from WES and that without such extraordinary and specialized training, he would be unable to successfully perform the duties required under this Agreement.

g. Consultant agrees that this covenant is reasonably necessary to protect the WES's legitimate business interests, including, but not limited to, the interests identified in Sections 7(b), 7(e) and 7(f), above.

h. This covenant may be enforced by the WES's assignee or successor or any of the Affiliated Entities and Consultant acknowledges and agrees that the Affiliated Entities are intended beneficiaries of this Agreement.

i. If any portion of this covenant is held by an arbitration panel or court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, this covenant shall be divisible as to time, geographic area and line of business and shall be enforceable as to a reasonable time, area and line of business.

j. If the Consultant violates the Restrictive Covenant, in any capacity identified herein, any and all sales by Consultant for himself, other individual(s), partnerships, corporations, joint ventures, or any other entity with which he is associated, shall be conclusively presumed to have been made by the WES, but for the violation.

k. WES and Consultant agree that, should WES be granted preliminary injunctive relief for alleged violation of Consultant of the Restrictive Covenant, an injunction bond of no more than \$2,500.00 shall be sufficient to indemnify the Consultant for any costs or damages that he or she might incur if the court determines that the Consultant was wrongfully enjoined.

l. Consultant agrees that any failure of WES to enforce the Restrictive Covenant against any other Consultant, for any reason, shall not constitute a defense to enforcement of the Restrictive Covenant.

Section 8 - Restrictive Covenant-Remedies - WES and Consultant agree that in the event of a breach of the Restrictive Covenant, such a breach would irreparably injure WES and would leave it with no adequate remedy at law, and if legal proceedings should have to be brought by WES to enforce the Restrictive Covenant, WES shall be entitled to all available civil remedies, including:

a. Temporary and permanent injunctive relief restraining the Consultant from violating, directly or indirectly, the restrictions of the Restrictive Covenant in any capacity identified in Section 7, supra, and restricting third parties from aiding and abetting any violations of the Restrictive Covenant.

b. Attorney's fees in arbitration, trial and appellate courts.

c. Costs and expenses of investigation and litigation, including expert fees, deposition costs, bond premiums, and other costs and expenses.

d. Nothing in this Agreement shall be construed as prohibiting WES from pursuing any other legal or equitable remedies available to it for breach or threatened breach of the Restrictive Covenant.

Section 9 - Confidentiality Agreement - Consultant agrees to the terms of the Confidentiality Agreement attached hereto as Addendum A and has signed that Agreement. Consultant further acknowledges that WES owns, and neither Consultant nor its principal acquires any proprietary interest in, WES product design and performance data, client files, client lists, know-how, business information, discoveries, inventions or improvements that Consultant develops while engaged by WES and agrees that Consultant will provide all such information to WES for WES to seek appropriate protection.

a. Consultant also acknowledges that the WES's product design and performance information and its customer/client list maintained on the WES's database and in the WES's files was compiled by the WES's expenditure of a great amount of time, money and effort and that such information contains sufficient detail that could not be created independently from public sources. Accordingly, Consultant agrees that the WES's product design and performance information and customer/client list constitutes a "trade secret" and is subject to protection under the Florida Uniform Trade Secrets Act.

b. Consultant agrees that upon termination of the engagement, whether termination is by the WES, with or without cause, or for any other reason whatsoever, or by the Consultant, Consultant shall return all copies, in whatever form, including hard copies and computer disks, of WES product design and performance information and such customer/client list to the WES, and Consultant shall delete any copy of WES product design and performance information and the customer/client list on any computer file or database maintained by Consultant. Further, Consultant agrees that unauthorized retention of any such copies shall constitute "civil theft" as such term is defined in Chapter 772 of the Florida Statutes.

c. Consultant also agrees that Consultant shall not, at any time following termination of engagement, whether termination is by the WES, with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Consultant, use or disclose WES product design and performance information or the WES's customer/client list, directly or indirectly, for himself or herself, or on behalf of others, as an individual on Consultant's own account, or as a partner, joint venturer, Consultant, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity.

Section 10 - Importance of Certain Clauses - Consultant and WES state that the Restrictive Covenant and Confidentiality Agreement incorporated into this contract are material terms of this contract and all parties understand the importance of such provisions to the ongoing business of WES. As such, because WES's continued business and viability depend on the protection of such secrets and non-competition, these clauses are interpreted by the parties to have the widest and most expansive applicability as may be allowed by law and Consultant understands and acknowledges his or her understanding of same.

Section 11 - Consideration - Consultant acknowledges and agrees that the engagement contemplated by this Agreement and the execution by WES of this Agreement constitute full, adequate and sufficient consideration to Consultant for the Consultant's duties, obligations and covenants under this Agreement.

Section 12 - Indebtedness - If, during the course of Consultant's engagement under this Agreement, Consultant becomes indebted to WES for any reason, WES may, if it so elects, set off any sum due to WES from Consultant and collect from Consultant any remaining balance.

Section 13 - The Consultant Shall not Contract for WES - The Consultant shall not have the right to make any contracts or commitments for or on behalf of the WES without first obtaining the express consent of the WES.

Section 14 - Indemnity - Consultant shall indemnify WES and hold WES harmless for any and all damages, liabilities, settlements, costs, judgments, arbitration awards, administrative fines and attorneys fees arising from any acts, omissions or decisions made by Consultant while performing services for WES, where such acts and/or decisions are determined by arbitrators, a court or jury to be fraudulent, negligent, and/or to constitute a breach of fiduciary duty or in the event WES, in the exercise of its business judgment, determines to settle any claim made by any individual against the Company regarding the conduct of Consultant. Any amount due and owing to the Company under this paragraph may be collected at the Company's discretion from outstanding

compensation otherwise payable to Consultant.

Section 15 - Effect of Partial Invalidity - The invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall remain in full force and effect.

Section 16 - Entire Agreement - This Agreement reflects the complete agreement between the Parties and shall supersede all other agreements, either oral or written, between the Parties. The Parties stipulate that neither of them, nor any person acting on their behalf has made any representations except as are specifically set forth in this Agreement and each of the Parties acknowledges that they have not relied upon any representation of any third Party in executing this Agreement, but rather have relied exclusively on their own judgment in entering into this Agreement.

Section 17 - Assignment - WES may sell, assign or transfer its interest and rights under this Agreement at its sole discretion and without approval of Consultant. All rights and entitlements arising from this Agreement, including but not limited to those protective covenants and prohibitions set forth in paragraph 7 herein, shall inure to the benefit of any purchaser, assignor or transferee of this Agreement and shall continue to be enforceable to the extent allowable under applicable law. Neither this Agreement, nor the employment status conferred with its execution is assignable or subject to transfer in any manner by Consultant.

Section 18 - Notices - All notices, requests, demands, and other communications shall be in writing and shall be given by registered or certified mail, postage prepaid, to the address shown on the first page of this Agreement, or to such subsequent addresses as the parties shall so designate in writing.

Section 19 - Remedies - If any action at law, equity or in arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, WES shall be entitled to recover its reasonable attorneys' fees and costs from Consultant.

Section 20 - Amendment/Waiver - No waiver, modification, amendment or change of any term of this Agreement shall be effective unless it is memorialized in a writing signed by both parties. No waiver by WES of any breach or threatened breach of this Agreement shall be construed as a waiver of any subsequent breach.

Section 21 - Governing Law, Venue and Jurisdiction - This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Florida without regard to any conflicts of laws, statutes, rules, regulations or ordinances. Consultant consents to personal jurisdiction and venue in the Circuit Court in and for Pinellas County, Florida regarding any action arising under the terms of this Agreement and any and all other disputes between with WES.

Section 22- Arbitration- Any and all controversies and disputes between Consultant and WES arising from this Agreement or regarding any other matter whatsoever shall be submitted to arbitration before the American Arbitration Association, utilizing its Commercial Rules. Any arbitration action brought pursuant to this section shall be heard in St. Petersburg, Pinellas County, Florida. The Circuit Court in and for Pinellas County, Florida shall have concurrent jurisdiction with any arbitration panel for the purpose of entering temporary and permanent injunctive relief.

Section 23 - Headings - The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

Section 24 - Term - This Agreement shall commence on the date of execution identified below and shall remain in force and effect until March 31, 2008, unless terminated before such time by one of the Parties hereto. In the event of termination prior to the expiration hereunder, all compensation identified in this Agreement shall cease to be due and owing by WES.

Section 25 - Miscellaneous Terms - The parties to this Agreement declare and represent that:

- a. They have read and understand this Agreement;

b. They have been given the opportunity to consult with an attorney if they so desire;

c. They intend to be legally bound by the promises set forth in this Agreement and enter into it freely, without duress or coercion;

d. They have retained signed copies of this Agreement for their records; and

e. The rights, responsibilities and duties of the parties hereto, and the covenants and agreements contained herein, shall continue to bind the parties and shall continue in full force and effect until each and every obligation of the parties under this Agreement has been performed.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of January, 2006.

WORLD ENERGY SOLUTIONS, INC.

/s/ Benjamin C. Croxton

/s/ Robert J. Depalo

Benjamin C. Croxton,
Chief Executive Officer

Robert J. Depalo, Consultant

SERVICES AGREEMENT

This Business Consulting and Services Agreement (hereinafter "Agreement") is made and entered into this 20th day of January, 2006, by and between World Energy Solutions, Inc., a Florida corporation, having its principal place of business at 3900-A 31st Street North, St. Petersburg, FL 33714 (hereinafter "Principal") and Nancy W. Hunt, Esquire (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant is in the business of providing corporate advisory and business consulting services with respect to real estate acquisitions and desires to provide such services to Principal pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Consultant wishes to provide the Principal with consulting services as described below; and

WHEREAS, Principal desires to engage the services of Consultant to perform such business consulting and advisory services as set forth herein below, is in need of such services, and is able to pay for same, in furtherance of expanding and developing Principal's business.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valid consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree to be legally bound as follows:

1. Recitals. The recitals set forth above are true and correct, and are incorporated herein by reference.

2. Engagement. Principal hereby engages Consultant to render the consulting and advisory services set forth in Paragraph 3 of this Agreement. Consultant hereby accepts the engagement and agrees to use its best efforts to perform the duties and services on behalf of Principal.

3. Nature of Services and Duties. Consultant shall make herself available to consult with Principal concerning the location and acquisition of desirable real estate and/or office space for the relocation of Principal's corporate headquarters and in furtherance of Principal's business activities, including, generally, all issues of concern or import in the ongoing growth, development and related business affairs of the Principal as may be brought to the attention of Consultant by Principal. Consultant shall provide services in an ongoing manner in the following business areas:

a. Financial and consulting advice with respect to an analysis of the ongoing business of the Principal that relate to real estate acquisition and title issues;

b. Assistance to the Principal in negotiation of the terms and conditions of any necessary real estate agreements, including but not limited to matters involving brokering arrangements if any, strategic planning, development of mergers, affiliations, conglomerations, and other such business ventures as may be contemplated between Principal and other entities; and

c. Submit to the Principal, when requested, written reports of the status of Consultant's efforts under this Agreement;

4. Representations of Principal.

a. This Agreement has been duly authorized, and executed by Principal. This Agreement constitutes the valid, legal and binding obligation of Principal, enforceable in accordance with its terms, except as rights to indemnity hereunder may be limited by applicable federal or state securities laws, except in each case as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally;

b. The consummation of the transactions contemplated hereby will not result in any breach of the terms, or conditions, or constitute a default under any agreement, or other instrument to which Principal is a party, or

violate any order, applicable to Principal, of any court or federal or state regulatory body, or administrative agency having jurisdiction over Principal, or over any of its property;

c. Principal agrees to provide Consultant such financial, business and other material and information about Principal, its products, services, contracts, litigation, patents, trademarks and other business matters which Consultant may request and any additional information which Consultant considers to be important material for the completion of this Agreement;

d. Principal will cooperate fully with Consultant in executing the responsibilities required under this Agreement so that Consultant may fulfill its responsibilities in a timely manner;

e. Principal is a corporation duly organized and existing under the laws of the State of Florida and is in good standing with the jurisdiction of its incorporation and in each state where it is required to be qualified to do business;

5. Representations by Consultant.

a. Consultant represents, warrants and covenants that Consultant will cooperate in a prompt and professional manner with Principal, its attorneys, accountants and agents in the performance of this Agreement;

b. This Agreement has been duly authorized, executed and delivered by Consultant. This Agreement constitutes the valid, legal and binding obligation of Consultant, enforceable in accordance with its terms, except as rights to indemnity hereunder may be limited by applicable federal or state securities laws, and except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally; and

c. The Consultant has the resources, time and personnel to provide the consulting services required hereunder on a timely basis.

6. Term of the Agreement.

a. General. This Agreement, including all of its terms and conditions, shall be in full force and effect as of the date hereof through and including that period which ends twelve (12) full months from the date of this Agreement. The Principal and the Consultant shall each have the right to terminate this Agreement in the event of the bankruptcy, insolvency, or assignment for the benefit of creditors of the other party.

b. Termination by Consultant. The Consultant shall have the right to terminate this Agreement if the Principal is in breach of the terms of this Agreement, including without limitation its responsibilities for compensation to the Consultant as set forth in this Agreement after Consultant provides written notice to Principal of such breach and Principal fails to cure such breach within fifteen (15) days of its receipt of such notice or, if such breach is not reasonably curable in fifteen (15) days, has not exercised diligent and good faith efforts to cure such breach within said fifteen (15) day period.

c. Termination by Principal. The Principal shall have the right to terminate this Agreement if the Consultant is in breach of the terms of this Agreement after Principal provides written notice of such breach to Consultant and Consultant fails to cure such breach within fifteen (15) days of its receipt of such notice or, if such breach is not reasonably curable in fifteen (15) days, has not exercised diligent and good faith efforts to cure such breach within said fifteen (15) day period.

d. Payment of Compensation Upon Termination. The obligations of the Principal to pay unpaid compensation (such as under Section 9.b) to the Consultant, as the case may be, shall survive any termination for cause attributable to Principal or upon expiration of this Agreement. Principal shall have no obligation to pay any unpaid compensation following termination by Principal as a result of an uncured breach by Consultant.

7. Costs, Expenses and Assistance of Consultant. Consultant, subject to approval in writing of the Principal, where necessary and reasonable, may seek out and utilize the assistance and services of other persons, companies, or

firms to properly perform the duties and obligations required under this Agreement, and Consultant shall be directly reimbursed by Principal for such assistance. Notwithstanding the above, all costs and expenses reasonably incurred by Consultant in pursuit of services provided to Principal hereunder shall be approved by Principal and shall be chargeable directly to Principal via monthly invoices of Consultant. No individual cost item in the amount of One Hundred and 00/100 (\$100.00) or greater shall be incurred by Consultant without prior consent of Principal, and in no event shall Principal be required to reimburse Consultant for any such cost item that has not been pre-approved by Principal.

8. Compensation to Consultant.

a. Consulting Fee. In consideration for the efforts of the Consultant on behalf of the Principal, the Principal shall tender to Consultant a consulting fee consisting of 100,000 shares of Principal's common stock to be registered with the United States Securities and Exchange Commission on Form S-8. Thereafter, Principal shall pay to Consultant, as cash compensation for all such services provided pursuant to Paragraph 3 herein above, and for other services reasonably related to such matters as authorized by Principal, a fair and reasonable compensation for all services provided.

(i) The parties may agree that on individual projects it is advisable to compensate consultant on a flat-fee basis. Consultant will be paid a reasonable amount for services rendered, and the Parties must agree, in writing, to the terms, conditions, and amounts relating to any engagement on a flat-fee basis.

(ii) With regard to the methods of compensation as set forth in paragraphs above, the parties shall agree, in writing, as to which method or several methods will be utilized in connection with the engagement referenced herein and such memorialization shall be appended to this Agreement as such compensation arrangements are agreed upon.

b. U.S. Dollars. Throughout this Agreement, all dollar figures expressed represent United States dollars.

9. Relationship of Parties. The parties hereby acknowledge the Consultant is an independent contractor of Principal and is not authorized to act on behalf of Principal as its agent, except as may be specifically agreed otherwise. Consultant shall have full control over the manner in which its services are rendered hereunder. Nothing in this Agreement or the course of conduct between the parties shall be deemed to constitute an employment, agency, joint venture, partnership or any other type of relationship between the parties other than the independent contractor status established hereby. Consultant shall not have the right or power to bind Principal to any contracts or agreements with any third party, nor shall Consultant have the right or power to direct any operations of the Principal not authorized specifically by Principal. The relationship created by this Agreement is that of a contract for services.

10. Limited Liability; Indemnification. With regard to services to be performed by Consultant pursuant to the terms of this Agreement, Consultant shall not be liable to the Principal, nor to any one who may claim any right due to any relationship with the Principal, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts or omissions of the Consultant are due to its willfulness or intentional misconduct. Principal shall defend, indemnify and hold Consultant and her assigns, attorneys, accountants, employees, officers, and directors harmless from and against all losses, liabilities, judgments, damages, claims, demands, actions, proceedings, suits, costs, and expenses, presently or in the future, arising from or pertaining to the services rendered to the Principal pursuant to this Agreement, except when the same shall arise due to the willful misconduct of culpable negligence of Consultant.

11. Non-exclusivity of Agreement. Principal acknowledges and agrees that Consultant provides ongoing consulting services to a variety of clientele, and Consultant shall not, by the terms of this Agreement, be bound, prevented or barred in anyway from rendering services of the same nature as contemplated herein to existing and future clientele.

12. Waiver, Modification and Cancellation; Writing Required. This Agreement may not be modified, amended or canceled except by a mutual agreement by an instrument in writing duly executed by the parties hereto. No waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver or consent.

13. Severability. The invalidity or unenforceability of any particular provisions hereof shall not affect the remaining portions or provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. Attorneys Fees. In the event it becomes necessary for either party herein to seek legal means to interpret or enforce the terms of this Agreement, the non-prevailing party shall be liable to the prevailing party for all reasonable attorney fees, attorney fees on appeal, travel expenses, deposition costs, expert witness expenses and fees, and any other costs of whatever nature and reason necessarily incurred by the prevailing party incident to the prosecution or defense of any action arising from or related to the subject matter of this Agreement, plus costs in all proceedings, trials and appeals. Notwithstanding the preceding sentence, and in no way limiting the scope or application of same, Principal shall be liable to Consultant for any fees, Attorney fees, costs, and related expenses incurred as a result of Consultant's collection activities concerning compensation due and owing pursuant to the terms of this Agreement, whether or not litigation is initiated.

15. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Florida without regard to any conflicts of laws, statutes, rules, regulations or ordinances. The Parties agree that venue regarding any and all disputes arising from this Agreement and any and all other disputes between the Parties shall be in the United States District Court for the Middle District of Florida, Tampa Division or the Circuit Court in and for Pinellas County, Florida, St. Petersburg Division and the Parties consent and voluntarily submit to personal jurisdiction of such courts over them.

16. Arbitration. Notwithstanding the foregoing venue and jurisdiction provisions, the Parties agree that any and all controversies and disputes between them, arising from this Agreement or regarding any other matter whatsoever shall be submitted to arbitration before the American Arbitration Association, utilizing its Commercial Rules. Any arbitration action brought pursuant to this section shall be heard in St. Petersburg, Pinellas County, Florida. The United States District Court for the Middle District of Florida, Tampa Division and the Circuit Court in and for Pinellas County, Florida, St. Petersburg Division, shall have concurrent jurisdiction with any arbitration panel for the purpose of entering temporary and permanent injunctive relief.

17. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the matters contemplated hereby, and this Agreement supercedes any and all prior understandings and written and oral agreements between the parties with respect to the subject matter hereof.

18. Binding Effect; Successors and/or Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and any successors, grantees and/or assigns, whether resulting from a merger, acquisition, recapitalization, asset purchase or otherwise, and the parties' legal representatives and affiliates. This Agreement shall not be assignable by either party hereto without the prior written consent of the other.

19. Authority to Enter into Agreement. The individuals executing this Agreement on behalf of Principal and Consultant represent that they are duly authorized by their respective entities to enter into said Agreement, and that their acts are binding upon the entities which they represent.

20. Notices. Any notice, request, demand, or other communication given pursuant to the terms of this Agreement shall be deemed given upon delivery, if hand delivered or sent via facsimile, or forty eight (48) hours after deposit with a courier for overnight delivery, correctly addressed to the addresses of the parties indicated below or at such other address as such party shall in writing have advised the other party.

If to the Principal:

Benjamin C. Croxton, President
World Energy Solutions, Inc.
3900-A 31st Street North
St. Petersburg, FL 33714
(727) 525-5552
(727) 526-2990 (fax)

Copy to:
Clifford J. Hunt, Esquire
Kiefner & Hunt, P.A.
146 Second Street North, Ste 300
St. Petersburg, FL 33701

If to Consultant:

Ms. Nancy W. Hunt
5415 Bates Street
Seminole, FL 33772
Telephone: (727) 688-7373

Copy to:

21. Nondisclosure. Unless directed by a government agency, responsible regulatory agency, or a court of competent jurisdiction over the parties, each party hereto agrees to keep the terms of this Agreement and the transactions contemplated hereby as confidential and shall not disclose such information to any third party, other than professional advisors utilized to negotiate and consummate the transactions contemplated hereby. Consultant further agrees to keep the proprietary business information and/or confidential business information of the Principal confidential, including, but not limited to, its customer and prospective customer list, its vendors, strategic partners and business alliances and not to disclose, use or allow the use of such information, without the prior written consent of the Principal.

22. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and shall not be deemed to define, limit, enlarge, or describe the scope of this Agreement or the relationship of the parties, and shall not affect this Agreement or the construction of any provisions herein.

23. Counterparts. This Agreement may be executed in one or more counterparts and via facsimile signatures, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

WORLD ENERGY SOLUTIONS, INC.

/s/ Benjamin C. Croxton

Benjamin C. Croxton, President

/s/ Nancy W. Hunt

Nancy W. Hunt, Esquire

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made by and between World Energy Solutions, Inc., a Florida corporation ("WES" or the "Company"), with its principal place of business located at 3900A 31st Street North, St. Petersburg, Florida 33714 and George Walker ("Consultant"), and is effective as of the date set forth below.

WES and Consultant may be collectively referred to herein as the "Parties."

The Parties to this Agreement state and acknowledge as follows:

Section 1 - Recitals - The Company is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the energy conservation and management industry.

Consultant has represented to WES that it has the skill, experience, and expertise necessary to provide WES with the consulting services contemplated by the Parties to this Agreement.

Based on Consultant's representation, WES desires to engage the services of Consultant as set forth herein, and Consultant desires to provide such services to WES pursuant to this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Consultant agree as follows:

Section 2 - Effective Date - Consultant shall begin to render consulting services to the Company as of the date set forth below. If WES has previously engaged Consultant, pursuant to a different agreement, this Agreement shall supercede it, shall take priority over it, and all previous agreements relating to the subject matter of this Agreement shall be deemed null and void except that all prohibitions against Consultant misappropriating or misusing confidential information, trade secrets and soliciting clients of WES shall continue to be enforceable back to the original date of execution of such other agreements or providing of consulting services.

Section 3 - Independent Contractor - The parties hereby acknowledge the Consultant is an independent contractor of WES and is not authorized to act on behalf of WES as its agent, except as may be specifically agreed otherwise. Consultant shall have full control over the manner in which its services are rendered hereunder. Nothing in this Agreement or the course of conduct between the parties shall be deemed to constitute an employment, agency, joint venture, partnership or any other type of relationship between the parties other than the independent contractor status established hereby. Consultant shall not have the right or power to bind WES to any contracts or agreements with any third party, nor shall Consultant have the right or power to direct any operations of WES not authorized specifically by WES. The relationship created by this Agreement is that of a contract for services. Consultant shall be solely responsible for payment of all taxes as may be imposed on any income derived by Consultant hereunder and for any and all other liabilities arising out of Consultant's independent status. To the extent that WES pays any taxes or other sums on Consultant's behalf for any reason, Consultant shall promptly indemnify or reimburse WES for any and all such sums.

Section 4 - Nature of Services and Duties - Consultant shall be available to consult with Principal concerning all matters pertaining to the organization, operation and administration of Principal's business activities, including, generally, all issues of concern or import in the ongoing growth, development and related business affairs of the Principal as may be brought to the attention of Consultant by Principal. Specifically, Consultant shall consult with Principal regarding the acquisition and/or design of products for sale by WES in its business, including the providing of product design engineering services as requested by WES. Consultant shall also provide services in an ongoing manner in the following potential business areas if requested by Principal:

a. Financial and consulting advice with respect to an analysis of the ongoing business of the Principal as well as analyses of business opportunities as may be contemplated by Principal or as may arise in the course of this Agreement;

b. Assistance to the Principal in negotiation of the terms and conditions of any necessary agreements, including but not limited to matters involving marketing and promotional strategies to be developed by third parties, brokering arrangements if any, strategic planning, development of mergers, affiliations, conglomerations, and other such business ventures as may be contemplated between Principal and other entities;

c. Assistance in procuring administrative services, if any, for the benefit of Principal as may be requested by Principal in reference to the Principal's operations, including but not limited to preparation of financial records, periodic public reports, and all matters of marketing, finance, business planning, and business networking;

d. Submit to the Principal, when requested, written reports of the status of Consultant's efforts under this Agreement; and

e. Consult with the Principal and review, provide comments to and suggest revisions to the Principal's business plan, financial projections, brochures, and other business documents and assist in the preparation of any offering documents to be prepared in anticipation of the obtainment of one or more potential rounds of equity financing, a merger or reverse merger, a public offering, opportunities for acquisitions of companies, assets or properties, and other issues pertaining to the foregoing.

Consultant accepts this engagement, subject to the general supervision of and pursuant to the orders and direction of WES. Consultant shall perform such other duties as are requested and customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by WES. The Consultant shall also render such other services as WES may assign from time to time. Consultant shall report exclusively to the Chief Executive Officer of the Company.

Section 5 - Compensation of the Consultant - WES shall compensate Consultant for Consultant's services rendered under this Agreement, as follows:

a. Base compensation of seven hundred fifty dollars (\$750.00) per week and reported on IRS Form 1099;

b. Issuance of 25,000 shares of common stock of the Company in connection with an offering of securities conducted by the Company pursuant to United States Securities and Exchange Commission Form S-8; and

c. Reimbursement of WES directed and approved job related expenses for gasoline and tolls related to travel to and from work.

Section 6 - Product Manufacture, Marketing and Distribution Rights - The Parties agree that WES shall retain the exclusive rights to manufacture, market and distribute products designed by Consultant pursuant to this Agreement. Consultant shall retain all rights to products that were designed by Consultant prior to commencement of consulting services on behalf of WES or any Affiliate.

Section 7 - Restrictive Covenant -

a. WES is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the energy conservation and management industry. Consultant expressly covenants and agrees that during this engagement and for a period of six (6) months following termination of the engagement, whether termination is by WES, with or without cause, wrongful discharge, or for any other reason whatsoever, or by Consultant (such period of time is hereinafter referred to as the "Restrictive Period"), Consultant shall not, directly or indirectly, for itself or himself, or on behalf of others, as an individual on Consultant's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity, enter into, engage in, accept employment from, or participate in, any business that is in competition with the business of WES within a 200 mile radius of any business location of WES.

b. Without limiting the restriction of Paragraph 7(a), above, Consultant specifically agrees that during the Restrictive Period, Paragraph 7(a) prohibits Consultant, in any of the capacities identified in

Paragraph 7(a), from soliciting and/or accepting business from WES's customers or dealers. Consultant acknowledges and agrees that the term "customers" includes any individual that has purchased any product or service from WES and/or any entity that is wholly or partially owned by the Company (all of such entities being hereinafter referred to as the "Affiliated Entities"), that has attended any seminar or training seminar produced or promoted by WES and/or the Affiliated Entities, or that has otherwise responded to any advertisement disseminated by WES and/or the Affiliated Entities.

c. This covenant is given and made by Consultant to induce WES to engage Consultant, and Consultant acknowledges the sufficiency of consideration for this covenant.

d. This covenant shall be construed as an agreement independent of any other provision in this Agreement and the existence of any claim or cause of action of Consultant against WES or any Affiliated Entity shall not constitute a defense to the enforcement of this covenant. WES has performed all obligations entitling it to this covenant and it is therefore not executory or otherwise subject to rejection under the Bankruptcy Code.

e. Consultant agrees that these covenants are supported by legitimate business interests, including, but not limited to: WES's valuable, confidential business information and "trade secrets" as defined in Chapters 688 and 812 of the Florida Statutes, which include, but are not limited to, the WES's unique product designs, marketing plans, advertising strategy and/or methodology for doing business, business plans, financial plans, forms, training manuals and customer lists, which may have been provided to the Consultant solely for use in WES's business, and which the Consultant agrees have been developed through the WES's expenditure of a great amount of time, money and effort to refine other existing plans, forms and lists in the industry, and which the Consultant agrees contain detailed information that could not be independently created from public sources.

f. Consultant agrees that WES's legitimate business interests also include, but are not limited to, extraordinary and specialized training provided to Consultant by WES, through, among other things and methodologies, WES's comprehensive multi-product integration approach to energy conservation for commercial, governmental, industrial facilities and residential structures as well as training presentations regarding same. Consultant acknowledges and agrees that he has received extraordinary and specialized training from WES and that without such extraordinary and specialized training, he would be unable to successfully perform the duties required under this Agreement.

g. Consultant agrees that this covenant is reasonably necessary to protect the WES's legitimate business interests, including, but not limited to, the interests identified in Sections 7(b), 7(e) and 7(f), above.

h. This covenant may be enforced by the WES's assignee or successor or any of the Affiliated Entities and Consultant acknowledges and agrees that the Affiliated Entities are intended beneficiaries of this Agreement.

i. If any portion of this covenant is held by an arbitration panel or court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, this covenant shall be divisible as to time, geographic area and line of business and shall be enforceable as to a reasonable time, area and line of business.

j. If the Consultant violates the Restrictive Covenant, in any capacity identified herein, any and all sales by Consultant for himself, other individual(s), partnerships, corporations, joint ventures, or any other entity with which he is associated, shall be conclusively presumed to have been made by the WES, but for the violation.

k. WES and Consultant agree that, should WES be granted preliminary injunctive relief for alleged violation of Consultant of the Restrictive Covenant, an injunction bond of no more than \$2,500.00 shall be sufficient to indemnify the Consultant for any costs or damages that he or she might incur if the court determines that the Consultant was wrongfully enjoined.

l. Consultant agrees that any failure of WES to enforce the

Restrictive Covenant against any other Consultant, for any reason, shall not constitute a defense to enforcement of the Restrictive Covenant.

Section 8 - Restrictive Covenant-Remedies - WES and Consultant agree that in the event of a breach of the Restrictive Covenant, such a breach would irreparably injure WES and would leave it with no adequate remedy at law, and if legal proceedings should have to be brought by WES to enforce the Restrictive Covenant, WES shall be entitled to all available civil remedies, including:

a. Temporary and permanent injunctive relief restraining the Consultant from violating, directly or indirectly, the restrictions of the Restrictive Covenant in any capacity identified in Section 7, supra, and restricting third parties from aiding and abetting any violations of the Restrictive Covenant.

b. Attorney's fees in arbitration, trial and appellate courts.

c. Costs and expenses of investigation and litigation, including expert fees, deposition costs, bond premiums, and other costs and expenses.

d. Nothing in this Agreement shall be construed as prohibiting WES from pursuing any other legal or equitable remedies available to it for breach or threatened breach of the Restrictive Covenant.

Section 9 - Confidentiality Agreement - Consultant agrees to the terms of the Confidentiality Agreement attached hereto as Addendum A and has signed that Agreement. Consultant further acknowledges that WES owns, and neither Consultant nor its principal acquires any proprietary interest in, WES product design and performance data, client files, client lists, know-how, business information, discoveries, inventions or improvements that Consultant develops while engaged by WES and agrees that Consultant will provide all such information to WES for WES to seek appropriate protection.

a. Consultant also acknowledges that the WES's product design and performance information and its customer/client list maintained on the WES's database and in the WES's files was compiled by the WES's expenditure of a great amount of time, money and effort and that such information contains sufficient detail that could not be created independently from public sources. Accordingly, Consultant agrees that the WES's product design and performance information and customer/client list constitutes a "trade secret" and is subject to protection under the Florida Uniform Trade Secrets Act.

b. Consultant agrees that upon termination of the engagement, whether termination is by the WES, with or without cause, or for any other reason whatsoever, or by the Consultant, Consultant shall return all copies, in whatever form, including hard copies and computer disks, of WES product design and performance information and such customer/client list to the WES, and Consultant shall delete any copy of WES product design and performance information and the customer/client list on any computer file or database maintained by Consultant. Further, Consultant agrees that unauthorized retention of any such copies shall constitute "civil theft" as such term is defined in Chapter 772 of the Florida Statutes.

c. Consultant also agrees that Consultant shall not, at any time following termination of engagement, whether termination is by the WES, with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Consultant, use or disclose WES product design and performance information or the WES's customer/client list, directly or indirectly, for himself or herself, or on behalf of others, as an individual on Consultant's own account, or as a partner, joint venturer, Consultant, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity.

Section 10 - Importance of Certain Clauses - Consultant and WES state that the Restrictive Covenant and Confidentiality Agreement incorporated into this contract are material terms of this contract and all parties understand the importance of such provisions to the ongoing business of WES. As such, because WES's continued business and viability depend on the protection of such secrets and non-competition, these clauses are interpreted by the parties to have the widest and most expansive applicability as may be allowed by law and Consultant understands and acknowledges his or her understanding of same.

Section 11 - Consideration - Consultant acknowledges and agrees that the engagement contemplated by this Agreement and the execution by WES of this Agreement constitute full, adequate and sufficient consideration to Consultant for the Consultant's duties, obligations and covenants under this Agreement.

Section 12 - Indebtedness - If, during the course of Consultant's engagement under this Agreement, Consultant becomes indebted to WES for any reason, WES may, if it so elects, set off any sum due to WES from Consultant and collect from Consultant any remaining balance.

Section 13 - The Consultant Shall not Contract for WES - The Consultant shall not have the right to make any contracts or commitments for or on behalf of the WES without first obtaining the express consent of the WES.

Section 14 - Indemnity - Consultant shall indemnify WES and hold WES harmless for any and all damages, liabilities, settlements, costs, judgments, arbitration awards, administrative fines and attorneys fees arising from any acts, omissions or decisions made by Consultant while performing services for WES, where such acts and/or decisions are determined by arbitrators, a court or jury to be fraudulent, negligent, and/or to constitute a breach of fiduciary duty or in the event WES, in the exercise of its business judgment, determines to settle any claim made by any individual against the Company regarding the conduct of Consultant. Any amount due and owing to the Company under this paragraph may be collected at the Company's discretion from outstanding compensation otherwise payable to Consultant.

Section 15 - Effect of Partial Invalidity - The invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall remain in full force and effect.

Section 16 - Entire Agreement - This Agreement reflects the complete agreement between the Parties and shall supersede all other agreements, either oral or written, between the Parties. The Parties stipulate that neither of them, nor any person acting on their behalf has made any representations except as are specifically set forth in this Agreement and each of the Parties acknowledges that they have not relied upon any representation of any third Party in executing this Agreement, but rather have relied exclusively on their own judgment in entering into this Agreement.

Section 17 - Assignment - WES may sell, assign or transfer its interest and rights under this Agreement at its sole discretion and without approval of Consultant. All rights and entitlements arising from this Agreement, including but not limited to those protective covenants and prohibitions set forth in paragraph 7 herein, shall inure to the benefit of any purchaser, assignor or transferee of this Agreement and shall continue to be enforceable to the extent allowable under applicable law. Neither this Agreement, nor the employment status conferred with its execution is assignable or subject to transfer in any manner by Consultant.

Section 18 - Notices - All notices, requests, demands, and other communications shall be in writing and shall be given by registered or certified mail, postage prepaid, to the address shown on the first page of this Agreement, or to such subsequent addresses as the parties shall so designate in writing.

Section 19 - Remedies - If any action at law, equity or in arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, WES shall be entitled to recover its reasonable attorneys' fees and costs from Consultant.

Section 20 - Amendment/Waiver - No waiver, modification, amendment or change of any term of this Agreement shall be effective unless it is memorialized in a writing signed by both parties. No waiver by WES of any breach or threatened breach of this Agreement shall be construed as a waiver of any subsequent breach.

Section 21 - Governing Law, Venue and Jurisdiction - This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Florida without regard to any conflicts of laws, statutes, rules, regulations or ordinances. Consultant consents to personal jurisdiction and venue in the Circuit Court in and for Pinellas County, Florida regarding any action arising under the terms of this Agreement and any and all other disputes between with WES.

Section 22- Arbitration- Any and all controversies and disputes between Consultant and WES arising from this Agreement or regarding any other matter whatsoever shall be submitted to arbitration before the American Arbitration Association, utilizing its Commercial Rules. Any arbitration action brought pursuant to this section shall be heard in St. Petersburg, Pinellas County, Florida. The Circuit Court in and for Pinellas County, Florida shall have concurrent jurisdiction with any arbitration panel for the purpose of entering temporary and permanent injunctive relief.

Section 23 - Headings - The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

Section 24 - Term - This Agreement shall commence on the date of execution identified below and shall remain in force and effect until March 31, 2008, unless terminated before such time by one of the Parties hereto. In the event of termination prior to the expiration hereunder, all compensation identified in this Agreement shall cease to be due and owing by WES.

Section 25 - Miscellaneous Terms - The parties to this Agreement declare and represent that:

- a. They have read and understand this Agreement;
- b. They have been given the opportunity to consult with an attorney if they so desire;
- c. They intend to be legally bound by the promises set forth in this Agreement and enter into it freely, without duress or coercion;
- d. They have retained signed copies of this Agreement for their records; and
- e. The rights, responsibilities and duties of the parties hereto, and the covenants and agreements contained herein, shall continue to bind the parties and shall continue in full force and effect until each and every obligation of the parties under this Agreement has been performed.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of January, 2006.

WORLD ENERGY SOLUTIONS, INC.

/s/ Benjamin C. Croxton

Benjamin C. Croxton,
Chief Executive Officer

/s/ George Walker

George Walker, Consultant

CONSULTING AGREEMENT

DATE: January 31, 2006

PARTIES: DAN WITHERSPOON (the "Consultant")

WORLD ENERGY SOLUTIONS, INC.
a Florida corporation (the "Company")

AGREEMENTS:

SECTION 1. RETENTION OF CONSULTANT

1.1 Effective Date. Effective January 31, 2006 (the "Effective Date") the Company shall retain the Consultant as an independent contractor consultant, and the Consultant hereby accepts such consulting relationship, upon the terms and conditions set forth in this Agreement.

1.2 Services. The Consultant agrees to serve the Company as a consultant regarding the Company's marketing program for a period of one (1) year. The Consultant shall perform and discharge well and faithfully for the Company such consulting services during the term of this Agreement as may be assigned to the Consultant from time to time by the President of the Company.

SECTION 2. COMPENSATION

2.1 Consulting Fee and Expense Reimbursement. In full satisfaction for any and all consulting services rendered by the Consultant for the Company under this Agreement, the Company shall pay the Consultant a consulting fee and retainer of 50,000 shares of the Company's common stock. All shares issued hereunder shall be registered at the expense of the Company pursuant to Form S-8.

2.2 Other Compensation and Fringe Benefits. The Consultant shall not receive any other compensation from the Company or participate in or receive benefits under any of the Company's employee fringe benefit programs or receive any other fringe benefits from the Company on account of the consulting services to be provided to the Company under this Agreement, including without limitation health, disability, life insurance, retirement, pension, and profit sharing benefits.

2.3 Time Records and Reports. The Consultant shall prepare accurate and complete records of the Consultant's services for the Company under this Agreement and agrees to submit records on a monthly basis to the Company, along with such other documentation of the services performed under this Agreement as reasonably requested by the Company.

SECTION 3. NATURE OF RELATIONSHIP; EXPENSES

3.1 Independent Contractor. It is agreed that the Consultant shall be an independent contractor and shall not be the employee, servant, agent, partner, or joint venturer of the Company, or any of its officers, directors, or employees. The Consultant shall not have the right to or be entitled to any of the employee benefits of the Company or its subsidiaries. The Consultant has no authority to assume or create any obligation or liability, express or implied, on the Company's behalf or in its name or to bind the Company in any manner whatsoever.

3.2 Insurance and Taxes. The Consultant agrees to arrange for the Consultant's own liability, disability, health, and workers' compensation insurance, and that of the Consultant's employees, if any. The Consultant further agrees to be responsible for the Consultant's own tax obligations accruing as a result of payments for services rendered under this Agreement, as well as for the tax withholding obligations with respect to the Consultant's employees, if any. It is expressly understood and agreed by the Consultant that should the Company for any reason incur tax liability or charges whatsoever as a result of not making any withholdings from payments for services under this Agreement, the Consultant will reimburse and indemnify the Company for the same.

3.3 Equipment, Tools, Employees and Overhead. The Consultant shall provide, at the Consultant's expense, all equipment and tools needed to provide services under this Agreement, including the salaries of and benefits provided to any

employees of the Consultant. Except as otherwise provided in this Agreement, the Consultant shall be responsible for all of the Consultant's overhead costs and expenses.

3.4 Expenses. Unless specifically otherwise agreed in writing, all expenses will be borne by Consultant.

SECTION 4. TERM

4.1 Initial Term; Renewal. Unless otherwise terminated pursuant to the provisions of Section 4.2, the consulting relationship under this Agreement shall commence on the Effective Date and continue in effect for a period of one (1) year (the "Initial Term"). Thereafter, the term of the consulting relationship under this Agreement shall be extended for successive one-year periods subject to either party's right to terminate the consulting relationship at the end of the Initial Term or on any subsequent anniversary thereof by giving the other party at least 10 days' written notice prior to the effective date of such termination.

4.2 Early Termination. The consulting relationship under this Agreement may be terminated prior to the end of the Initial Term or any renewal term by the death of the Consultant, the disability of the Consultant resulting in the inability of the Consultant to perform the consulting service, or by written notice from the Company that, in the Company's sole determination: (a) the Consultant has refused, failed, or is unable to render consulting services under this Agreement; (b) the Consultant has breached any of the Consultant's other obligations under this Agreement; or (c) the Consultant has engaged or is engaging in conduct that in the Company's sole determination is detrimental to the Company. If the consulting relationship is terminated for any of the reasons set forth in the preceding sentence, the right of the Consultant to the compensation set forth in Section 2 of this Agreement shall cease on the date of such termination, and the Company shall have no further obligation to the Consultant under any of the provisions of this Agreement.

4.3 Effect of Termination. Termination of the consulting relationship shall not affect the provisions of Sections 5, 6, 7, and 8, which provisions shall survive any termination in accordance with their terms.

SECTION 5. DISCLOSURE OF INFORMATION

The Consultant acknowledges that the Company's trade secrets, private or secret processes as they exist from time to time, and information concerning products, developments, manufacturing techniques, new product plans, equipment, inventions, discoveries, patent applications, ideas, designs, engineering drawings, sketches, renderings, other drawings, manufacturing and test data, computer programs, progress reports, materials, costs, specifications, processes, methods, research, procurement and sales activities and procedures, promotion and pricing techniques, and credit and financial data concerning customers of the Company and its subsidiaries, as well as information relating to the management, operation, or planning of the Company and its subsidiaries (the "Proprietary Information") are valuable, special, and unique assets of the Company and its subsidiaries, access to and knowledge of which may be essential to the performance of the Consultant's duties under this Agreement. In light of the highly competitive nature of the industry in which the Company and its subsidiaries conduct their businesses, the Consultant agrees that all Proprietary Information obtained by the Consultant as a result of the Consultant's relationship with the Company and its subsidiaries shall be considered confidential. In recognition of this fact, the Consultant agrees that the Consultant will not, during and after the Consulting Period, disclose any of such Proprietary Information to any person or entity for any reason or purpose whatsoever, and the Consultant will not make use of any Proprietary Information for the Consultant's own purposes or for the benefit of any other person or entity (except the Company and its subsidiaries) under any circumstances.

SECTION 6. NONCOMPETITION AGREEMENT

In order to further protect the confidentiality of the Proprietary Information and in recognition of the highly competitive nature of the industries in which the Company and its subsidiaries conduct their businesses, and for the consideration set forth herein, the Consultant further agrees as follows:

6.1 Restriction on Competition. During and for the period commencing on the

Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any Business Activities (hereinafter defined), other than on behalf of the Company or its subsidiaries, whether such engagement is as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly-traded corporation), consultant, advisor, agent, or other participant, in any geographic area in which the products or services of the Company or its subsidiaries have been distributed or provided during the period of the Consultant's consulting relationship with the Company. For purposes of this Agreement, the term "Business Activities" shall mean any business in which the Company is actively engaged as of the termination of this Agreement together with all other activities engaged in by the Company or any of its subsidiaries at any time during the Consultant's consulting relationship with the Company, and activities in any way related to activities with respect to which the Consultant renders consulting services under this Agreement.

6.2 Dealings with Customers of the Company. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly engage in any of the Business Activities (other than on behalf of the Company or its subsidiaries) by supplying products or providing services to any customer with whom the Company or its subsidiaries have done any business during the consulting relationship with the Company, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than one percent (1%) of the outstanding capital stock of a publicly traded corporation), consultant, advisor, agent, or other participant.

6.3 Assistance to Others. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly assist others in engaging in any of the Business Activities in any manner prohibited to the Consultant under this Agreement.

6.4 Company's Employees. During and for the period commencing on the Effective Date and ending on the date on which the Consultant's consulting relationship with the Company terminates, the Consultant will not directly or indirectly induce employees of the Company or any of its subsidiaries or affiliates to engage in any activity hereby prohibited to the Consultant or to terminate their employment.

SECTION 7. INTERPRETATION

It is expressly understood and agreed that although the Consultant and the Company consider the restrictions contained in Sections 5 and 6 of this Agreement reasonable for the purpose of preserving the goodwill, proprietary rights, and going concern value of the Company and its subsidiaries, if a final judicial determination is made by a court having jurisdiction that the time or territory or any other restriction contained in Sections 5 and 6 is an unenforceable restriction on the activities of the Consultant, the provisions of such restriction shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such other extent as such court may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in Sections 5 and 6 or any remedy provided in Section 9 of this Agreement is unenforceable, and such restriction or remedy cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained in this Agreement or the availability of any other remedy. The provisions of Sections 5 and 6 shall in no respect limit or otherwise affect the obligations of the Consultant under other agreements with the Company.

SECTION 8. DESIGNS, INVENTIONS, PATENTS AND COPYRIGHTS

8.1 Intellectual Property. The Consultant shall promptly disclose, grant, and assign to the Company for its sole use and benefit any and all designs, inventions, improvements, technical information, know-how and technology, and suggestions relating in any way to the products of the Company or its subsidiaries or capable of beneficial use by customers to whom products or services of the Company or its subsidiaries are sold or provided, that the Consultant may conceive, develop, or acquire during the Consultant's consulting relationship with the Company or its subsidiaries (whether or not during usual working hours), together with all copyrights, trademarks, design patents,

patents, and applications for copyrights, trademarks, design patents, patents, divisions of pending patent applications, applications for reissue of patents and specific assignments of such applications that may at any time be granted for or upon any such designs, inventions, improvements, technical information, know-how, or technology (the "Intellectual Property").

8.2 Assignments and Assistance. In connection with the rights of the Company to the Intellectual Property, the Consultant shall promptly execute and deliver such applications, assignments, descriptions, and other instruments as may be necessary or proper in the opinion of the Company to vest in the Company title to the Intellectual Property and to enable the Company to obtain and maintain the entire right and title to the Intellectual Property throughout the world. The Consultant shall also render to the Company, at the Company's expense, such assistance as the Company may require in the prosecution of applications for said patents or reissues thereof, in the prosecution or defense of interferences which may be declared involving any of said applications or patents, and in any litigation in which the Company or its subsidiaries may be involved relating to the Intellectual Property.

8.3 Copyrights. The Consultant agrees to, and hereby grants to the Company, title to all copyrightable material first designed, produced, or composed in the course of or pursuant to the performance of work under this Agreement, which material shall be deemed "works made for hire" under Title 17, United States Code, Section 1.01 of the Copyright Act of 1976. The Consultant hereby grants to the Company a royalty-free, nonexclusive, and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, any and all copyrighted or copyrightable material created by the Consultant as a result of work performed under this Agreement but not first produced or composed by the Consultant in the performance of this Agreement, provided that the license granted by this paragraph shall be only to the extent the Consultant now has, or prior to the completion of work under this Agreement or under any later agreements with the Company or its subsidiaries relating to similar work may acquire, the right to grant such licenses without the Company becoming liable to pay compensation to others solely because of such grant.

SECTION 9. REMEDIES

The Consultant acknowledges and agrees that the Company's remedy at law for a breach or threatened breach of any of the provisions of Sections 5, 6, and 8 of this Agreement would be inadequate and, in recognition of this fact, in the event of a breach or threatened breach by the Consultant of any of the provisions of Sections 5, 6, and 8, the Consultant agrees that, in addition to its remedy at law, at the Company's option, all rights of the Consultant under this Agreement may be terminated, and the Company shall be entitled without posting any bond to obtain, and the Consultant agrees not to oppose a request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available. The Consultant acknowledges that the granting of a temporary injunction, temporary restraining order or permanent injunction merely prohibiting the use of Proprietary Information would not be an adequate remedy upon breach or threatened breach of Sections 5 and 6, and consequently agrees upon any such breach or threatened breach to the granting of injunctive relief prohibiting the design, development, manufacture, marketing or sale of products and providing of services of the kind designed, developed, manufactured, marketed, sold or provided by the Company or its subsidiaries during the term of the Consultant's consulting relationship with the Company. Nothing contained in this Section 9 shall be construed as prohibiting the Company from pursuing, in addition, any other remedies available to it for such breach or threatened breach.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Assignment. This Agreement shall not be assignable by either party, except by the Company to any subsidiary or affiliate of the Company or to any successor in interest to the Company's business.

10.2 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

10.3 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the

following addresses:

As to Consultant: Dan Witherspoon
301 Danube Avenue # 16
Tampa, FL 33606

As to Company: World Energy Solutions, Inc.
3900-A 31st Street, North
St. Petersburg FL 33714

All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

10.4 Litigation Expense. In the event of a default under this Agreement, the defaulting party shall reimburse the nondefaulting party for all costs and expenses reasonably incurred by the nondefaulting party in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

10.5 Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Applicable Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Exclusive venue for any action arising hereunder or in connection herewith shall lie in state court in Hillsborough County, Florida.

10.7 Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

Company:

Consultant:

WORLD ENERGY SOLUTIONS, INC.

By: /s/ Benjamin C. Croxton

/s/ Dan Witherspoon

BENJAMIN C. CROXTON, President

DAN WITHERSPOON

World Energy Solutions, Inc.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made by and between World Energy Solutions, Inc., a Florida corporation ("Employer" or the "Company"), with its principal place of business located at 3900A 31st Street North, St. Petersburg, Florida 33714 and Mike Prentice ("Employee"), and is effective as of the date set forth below.

The parties to this Agreement state and acknowledge as follows:

Section 1 - Recitals - The Employer is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the energy conservation and management industry.

The Employee is willing to be employed by the Employer, and the Employer is willing to employ the Employee, in accordance with the terms, covenants, and conditions as set forth in this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employer and the Employee agree as follows:

Section 2 - Effective Date - Employment shall begin on January 31, 2006. If Employer has previously hired Employee, pursuant to a different agreement, this Agreement shall supercede it, shall take priority over it, and all previous agreements relating to the subject matter of this Agreement shall be deemed null and void except that all prohibitions against Employee misappropriating or misusing confidential information, trade secrets and soliciting clients of Employer shall continue to be enforceable back to the original date of execution of such other agreements.

Section 3 - Employment Title and Duties - The Employer shall employ the Employee in the capacity of Chairman of the Board and President. The Employee shall be subordinate to and report only to the Board of Directors. The duties associated with this employment include, but are not limited to, presiding over the Board of Directors, and President of the Company.

This Agreement establishes an executive management position for the Company whereby the Employee will exercise certain fiduciary responsibilities on behalf of the Company. The Employee agrees to act in directly authorizing expenditures, executing agreements, negotiating purchases or payments, or in conducting any other activity on behalf of the Company that involves the executive acceptance of liability on behalf of the Company. Company agrees to provide Employee with all necessary tools, equipment, information, and access to Company data, personnel, facilities, and relationships in order for Employee to adequately perform the Employee's job duties. The Company agrees to provide Errors and Omissions insurance for Employee during the term of this agreement once signing authority is required.

The Employee accepts this employment, subject to the general supervision of and pursuant to the orders and direction of the Employer. The Employee shall perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by the Employer. The Employee shall also render such other and unrelated services and duties as the Employer may assign from time to time.

Section 4 - Compensation of the Employee - The Employer shall compensate Employee for Employee's services rendered under this Agreement, as follows:

a. Base salary of three thousand dollars (\$3,000) per week;

b. All other Company benefits for employees as described in the Company's Employee Handbook; and

c. Issuance of 600,000 shares of common stock of the Company in connection with an offering of securities conducted by the Company pursuant to United States Securities and Exchange Commission Form S-8.

Section 5 - Best Efforts of the Employee - Employee agrees to perform all of the duties pursuant to the express and implicit terms of this contract to the

reasonable satisfaction of Employer. Employee further agrees to perform such duties faithfully and to the best of his/her ability, talent, and experience, and spend full-time (at least forty (40) hours per week) on Employer's business.

Section 6 - Place of Employment - Employee shall render such duties at the principal place of business of Employer and at such other places as Employer shall require or as the interest, needs, business, or opportunity of Employer shall require.

Section 7 - Restrictive Covenant -

a. Employer is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the electrical energy conservation and management industry. Employee expressly covenants and agrees that during his or her employment and for a period of three (3) months following termination of such employment, whether termination is by Employer, with or without cause, wrongful discharge, or for any other reason whatsoever, or by Employee (such period of time is hereinafter referred to as the "Restrictive Period"), Employee shall not, directly or indirectly, for himself or herself, or on behalf of others, as an individual on Employee's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity, enter into, engage in, accept employment from, or participate in, any business that is in competition with the business of Employer within a 200 mile radius of any business location of Employer.

b. Without limiting the restriction of Paragraph 7(a), above, Employee specifically agrees that during the Restrictive Period, Paragraph 7(a) prohibits Employee, in any of the capacities identified in Paragraph 7(a), from soliciting and/or accepting business from Employer's customers. Employee acknowledges and agrees that the term "customers" includes any individual that has purchased any product or service from Employer and/or any entity that is wholly or partially owned by the Company (all of such entities being hereinafter referred to as the "Affiliated Entities"), that has attended any seminar or training seminar produced or promoted by Employer and/or the Affiliated Entities, or that has otherwise responded to any advertisement disseminated by Employer and/or the Affiliated Entities.

c. This covenant is given and made by Employee to induce Employer to employ Employee, and Employee acknowledges sufficiency of consideration for this covenant.

d. This covenant shall be construed as an agreement independent of any other provision in this Agreement and the existence of any claim or cause of action of Employee against Employer or any Affiliated Entity shall not constitute a defense to the enforcement of this covenant. Employer has performed all obligations entitling it to this covenant and it is therefore not executory or otherwise subject to rejection under the Bankruptcy Code.

e. Employee agrees that these covenants are supported by legitimate business interests, including, but not limited to: Employer's valuable, confidential business information and "trade secrets" as defined in Chapters 688 and 812 of the Florida Statutes, which include, but are not limited to, the Employer's unique marketing plans, advertising strategy and/or methodology for doing business, business plans, financial plans, forms, training manuals and customer lists, which have been provided to the Employee solely for use in Employer's business, and which the Employee agrees have been developed through the Employer's expenditure of a great amount of time, money and effort to refine other existing plans, forms and lists in the industry, and which the Employee agrees contain detailed information that could not be independently created from public sources.

f. Employee agrees that Employer's legitimate business interests also include, but are not limited to, extraordinary and specialized training provided to Employee by Employer, through, among other things and methodologies, the Employer's training manual, training tapes and, training classes. Employee acknowledges and agrees that he/she has received extraordinary and specialized training from the Company and that without such extraordinary and specialized training, he or she would be unable to successfully perform the duties required under this Agreement.

g. Employee agrees that this covenant is reasonably necessary to protect the Employer's legitimate business interests, including, but not limited to, the interests identified in Sections 7(b), 7(e) and 7(f), above.

h. This covenant may be enforced by the Employer's assignee or successor or any of the Affiliated Entities and Employee acknowledges and agrees that the Affiliated Entities are intended beneficiaries of this Agreement.

i. If any portion of this covenant is held by an arbitration panel or court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, this covenant shall be divisible as to time, geographic area and line of business and shall be enforceable as to a reasonable time, area and line of business.

j. If the Employee violates the Restrictive Covenant, in any capacity identified herein, any and all sales by Employee for himself or herself, other individual(s), partnership, corporation, joint venture, or any other entity with which he or she is associated, shall be conclusively presumed to have been made by the Employer, but for the violation.

k. Employer and Employee agree that, should Employer be granted preliminary injunctive relief for alleged violation of Employee of the Restrictive Covenant, an injunction bond of no more than \$2,500.00 shall be sufficient to indemnify the Employee for any costs or damages that he or she might incur if the court determines that the Employee was wrongfully enjoined.

l. Employee agrees that any failure of Employer to enforce the Restrictive Covenant against any other Employee, for any reason, shall not constitute a defense to enforcement of the Restrictive Covenant.

m. Employer agrees that this section does not include business or personal relationships, technologies, business strategies, developed by the employee prior to being employed by the company.

Section 8 - Restrictive Covenant-Remedies - Employer and Employee agree that in the event of a breach of the Restrictive Covenant, such a breach would irreparably injure Employer and would leave it with no adequate remedy at law, and if legal proceedings should have to be brought by Employer to enforce the Restrictive Covenant, Employer shall be entitled to all available civil remedies, including:

a. Temporary and permanent injunctive relief restraining the Employee from violating, directly or indirectly, the restrictions of the Restrictive Covenant in any capacity identified in Section 7, supra, and restricting third parties from aiding and abetting any violations of the Restrictive Covenant.

b. Attorney's fees in arbitration, trial and appellate courts.

c. Costs and expenses of investigation and litigation, including expert fees, deposition costs, bond premiums, and other costs and expenses.

d. Nothing in this Agreement shall be construed as prohibiting Employer from pursuing any other legal or equitable remedies available to it for breach or threatened breach of the Restrictive Covenant.

Section 9 - Confidentiality Agreement - Employee agrees to the terms of the Confidentiality Agreement attached hereto as Addendum A and has signed that Agreement. Employee further acknowledges that Employer owns, and he or she acquires no proprietary interest in, client files, client lists, know-how, business information, discoveries, inventions or improvements that he or she develops while in the employment of Employer and agrees that he or she will provide all such information to Employer for the Employer to seek appropriate protection.

a. Employee also acknowledges that the Employer's customer/client list maintained on the Employer's database and in the Employer's files was compiled by the Employer's expenditure of a great amount of time, money and effort and that the list contains detailed customer information that could not be created independently from public sources. Accordingly, Employee

agrees that the Employer's customer/client list constitutes a "trade secret" and is subject to protection under the Florida Uniform Trade Secrets Act.

b. Employee agrees that upon termination of employment, whether termination is by the Employer, with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Employee, Employee shall return all copies, in whatever form, including hard copies and computer disks, of such customer/client list to the Employer, and Employee shall delete any copy of the customer/client list on any computer file or database maintained by Employee. Further, Employee agrees that unauthorized retention of any such copies shall constitute "civil theft" as such term is defined in Chapter 772 of the Florida Statutes.

c. Employee also agrees that Employee shall not, at any time following termination of employment, whether termination is by the Employer, with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Employee, use or disclose the Employer's customer/client list, directly or indirectly, for himself or herself, or on behalf of others, as an individual on Employee's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity.

Section 10 - Importance of Certain Clauses - Employee and Employer state that the Restrictive Covenant and Confidentiality Agreement incorporated into this contract are material terms of this contract and all parties understand the importance of such provisions to the ongoing business of Employer. As such, because Employer's continued business and viability depend on the protection of such secrets and non-competition, these clauses are interpreted by the parties to have the widest and most expansive applicability as may be allowed by law and Employee understands and acknowledges his or her understanding of same.

Section 11 - Consideration - Employee acknowledges and agrees that the provision of Employment under this Agreement and the execution by Employer of this Agreement constitute full, adequate and sufficient consideration to Employee for the Employee's duties, obligations and covenants under this Agreement.

Section 12 - Indebtedness - If, during the course of Employee's employment under this Agreement, Employee becomes indebted to Employer for any reason, Employer may, if it so elects, set off any sum due to Employer from Employee and collect from Employee any remaining balance.

Section 13 - Vacation and Holidays - Vacation time shall be consistent with the standards set forth in the Employee Handbook, as revised from time to time or as otherwise published by the Company. Further, before taking vacation and holiday time, Employee must submit a written request to take such time and such request must be approved by the Employer.

Section 14 - Illness - The Employee shall not be entitled to any compensation for sick leave.

Section 15 - Severance - Severance pay shall be paid in accordance with the following guidelines:

a. Fifty-two (52) weeks of the current base salary will be paid.

Section 16 - Exit Interview - Upon the effective date of termination of employment, the Employee shall participate in an exit interview with Employer and certify in writing that the Employee has complied with his or her contractual obligations and agrees to comply with his or her continuing obligations under this Agreement, including, but not limited to, the Restrictive Covenant and the Confidentiality Agreement. The Employee shall also provide the Employer with information concerning the Employee's subsequent employer and the capacity in which the Employee will be employed. The Employee's failure to comply shall be a material breach of this Agreement, for which the Employer, in addition to any other civil remedy, may seek equitable relief.

Section 17 - Death - If Employee dies during the term of his or her employment, Employer shall pay to the Employee's estate outstanding commissions consistent with the terms of this Agreement, and Employer shall have no further financial obligations under this Agreement.

Section 18 - Indemnity - Employee shall indemnify Employer and hold Employer harmless for any and all damages, liabilities, settlements, costs, judgments, arbitration awards, administrative fines and attorneys fees arising from any acts, omissions or decisions made by Employee while performing services for Employer, where such acts and/or decisions are determined by arbitrators, a court or jury to be fraudulent, negligent, and/or to constitute a breach of fiduciary duty or in the event Employer, in the exercise of its business judgment, determines to settle any claim made by any individual against the Company regarding the conduct of Employee. Any amount due and owing to the Company under this paragraph may be collected at the Company's discretion from outstanding commissions otherwise payable to Employee.

Section 19 - Effect of Partial Invalidity - The invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

Section 20 - Entire Agreement - This Agreement reflects the complete agreement between the parties and shall supersede all other agreements, either oral or written, between the parties. The parties stipulate that neither of them, nor any person acting on their behalf has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledges that they have not relied upon any representation of any third party in executing this Agreement, but rather have relied exclusively on their own judgment in entering into this Agreement.

Section 21 - Assignment - Employer may sell, assign or transfer its interest and rights under this Agreement at its sole discretion and without approval of Employee. All rights and entitlements arising from this Agreement, including but not limited to those protective covenants and prohibitions set forth in paragraph 7 herein, shall inure to the benefit of any purchaser, assignor or transferee of this Agreement and shall continue to be enforceable to the extent allowable under applicable law. Neither this Agreement, nor the employment status conferred with its execution is assignable or subject to transfer in any manner by Employee.

Section 22 - Notices - All notices, requests, demands, and other communications shall be in writing and shall be given by registered or certified mail, postage prepaid, to the address shown on the first page of this Agreement, or to such subsequent addresses as the parties shall so designate in writing.

Section 23 - Remedies - If any action at law, equity or in arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, Employer shall be entitled to recover its reasonable attorneys' fees and costs from Employee.

Section 24 - Amendment/Waiver - No waiver, modification, amendment or change of any term of this Agreement shall be effective unless it is memorialized in a writing signed by both parties. No waiver by Employer of any breach or threatened breach of this Agreement shall be construed as a waiver of any subsequent breach.

Section 25 - Governing Law, Venue and Jurisdiction - This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Florida without regard to any conflicts of laws, statutes, rules, regulations or ordinances. Employee consents to personal jurisdiction and venue in the Circuit Court in and for Pinellas County, Florida regarding any action arising under the terms of this Agreement and any and all other disputes between with Employer.

Section 26 - Arbitration- Any and all controversies and disputes between Employee and Employer arising from this Agreement or regarding any other matter whatsoever shall be submitted to arbitration before the American Arbitration Association, utilizing its Commercial Rules. Any arbitration action brought pursuant to this section shall be heard in St. Petersburg, Pinellas County, Florida. The Circuit Court in and for Pinellas County, Florida shall have concurrent jurisdiction with any arbitration panel for the purpose of entering temporary and permanent injunctive relief.

Section 27 - Headings - The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

Section 28 - Miscellaneous Terms - The parties to this Agreement declare and represent that:

- a. They have read and understand this Agreement;
- b. They have been given the opportunity to consult with an attorney if they so desire;
- c. They intend to be legally bound by the promises set forth in this Agreement and enter into it freely, without duress or coercion;
- d. They have retained signed copies of this Agreement for their records; and
- e. The rights, responsibilities and duties of the parties hereto, and the covenants and agreements contained herein, shall continue to bind the parties and shall continue in full force and effect until each and every obligation of the parties under this Agreement has been performed.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of January, 2006.

/s/ Mike Prentice

Employee Signature
Mike Prentice

WORLD ENERGY SOLUTIONS, INC.

By: /s/ Benjamin C. Croxton

Benjamin C. Croxton
Chief Executive Officer
and Director

World Energy Solutions, Inc.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made by and between World Energy Solutions, Inc., a Florida corporation ("Employer" or the "Company"), with its principal place of business located at 3900A 31st Street North, St. Petersburg, Florida 33714 and Benjamin C. Croxton ("Employee"), and is effective as of the date set forth below.

The parties to this Agreement state and acknowledge as follows:

Section 1 - Recitals - The Employer is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the electrical energy conservation and management industry.

The Employee is willing to be employed by the Employer, and the Employer is willing to employ the Employee, in accordance with the terms, covenants, and conditions as set forth in this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employer and the Employee agree as follows:

Section 2 - Effective Date - Employment shall begin on January 31, 2006. If Employer has previously hired Employee, pursuant to a different agreement, this Agreement shall supercede it, shall take priority over it, and all previous agreements relating to the subject matter of this Agreement shall be deemed null and void except that all prohibitions against Employee misappropriating or misusing confidential information, trade secrets and soliciting clients of Employer shall continue to be enforceable back to the original date of execution of such other agreements.

Section 3 - Employment Title and Duties - The Employer shall employ the Employee in the capacity of President. The Employee shall be subordinate to and report only to the Company Chairman. The duties associated with this employment include, but are not limited to, managing the Company's corporate finance strategic and tactical plans, and energy conservation technologies, and marketing systems, and human resources operations, and designing and developing Company strategic and tactical management plans, and designing and developing Company technology systems, and mergers and acquisitions; representation of the Company's interests to vendors, agencies, media and other third parties; providing office-based or field-based training and support to Company's personnel; and performance of other tasks as instructed by Company.

This Agreement establishes an executive management position for the Company whereby the Employee will exercise certain fiduciary responsibilities on behalf of the Company. The Employee agrees to act in directly authorizing expenditures, executing agreements, negotiating purchases or payments, or in conducting any other activity on behalf of the Company that involves the executive acceptance of liability on behalf of the Company. Company agrees to provide Employee with all necessary tools, equipment, information, and access to Company data, personnel, facilities, and relationships in order for Employee to adequately perform the Employee's job duties. The Company agrees to provide Errors and Omissions insurance for Employee during the term of this agreement once signing authority is required.

The Employee accepts this employment, subject to the general supervision of and pursuant to the orders and direction of the Employer. The Employee shall perform such other duties as are customarily performed by one holding such position in other, same, or similar businesses or enterprises as that engaged in by the Employer. The Employee shall also render such other and unrelated services and duties as the Employer may assign from time to time.

Section 4 - Compensation of the Employee - The Employer shall compensate Employee for Employee's services rendered under this Agreement, as follows:

a. Base salary of three thousand dollars (\$3,000) per week;

b. All other Company benefits for employees as described in the Company's Employee Handbook; and

c. Issuance of 600,000 shares of common stock of the Company in connection with an offering of securities conducted by the Company pursuant to United States Securities and Exchange Commission Form S-8.

Section 5 - Best Efforts of the Employee - Employee agrees to perform all of the duties pursuant to the express and implicit terms of this contract to the reasonable satisfaction of Employer. Employee further agrees to perform such duties faithfully and to the best of his/her ability, talent, and experience, and spend full-time (at least forty (40) hours per week) on Employer's business.

Section 6 - Place of Employment - Employee shall render such duties at the principal place of business of Employer and at such other places as Employer shall require or as the interest, needs, business, or opportunity of Employer shall require.

Section 7 - Restrictive Covenant -

a. Employer is engaged in the design, manufacture and sale of transient surge suppression devices and is a provider of other goods and services in the electrical energy conservation and management industry. Employee expressly covenants and agrees that during his or her employment and for a period of three (3) months following termination of such employment, whether termination is by Employer, with or without cause, wrongful discharge, or for any other reason whatsoever, or by Employee (such period of time is hereinafter referred to as the "Restrictive Period"), Employee shall not, directly or indirectly, for himself or herself, or on behalf of others, as an individual on Employee's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity, enter into, engage in, accept employment from, or participate in, any business that is in competition with the business of Employer within a 200 mile radius of any business location of Employer.

b. Without limiting the restriction of Paragraph 7(a), above, Employee specifically agrees that during the Restrictive Period, Paragraph 7(a) prohibits Employee, in any of the capacities identified in Paragraph 7(a), from soliciting and/or accepting business from Employer's customers. Employee acknowledges and agrees that the term "customers" includes any individual that has purchased any product or service from Employer and/or any entity that is wholly or partially owned by the Company (all of such entities being hereinafter referred to as the "Affiliated Entities"), that has attended any seminar or training seminar produced or promoted by Employer and/or the Affiliated Entities, or that has otherwise responded to any advertisement disseminated by Employer and/or the Affiliated Entities.

c. This covenant is given and made by Employee to induce Employer to employ Employee, and Employee acknowledges sufficiency of consideration for this covenant.

d. This covenant shall be construed as an agreement independent of any other provision in this Agreement and the existence of any claim or cause of action of Employee against Employer or any Affiliated Entity shall not constitute a defense to the enforcement of this covenant. Employer has performed all obligations entitling it to this covenant and it is therefore not executory or otherwise subject to rejection under the Bankruptcy Code.

e. Employee agrees that these covenants are supported by legitimate business interests, including, but not limited to: Employer's valuable, confidential business information and "trade secrets" as defined in Chapters 688 and 812 of the Florida Statutes, which include, but are not limited to, the Employer's unique marketing plans, advertising strategy and/or methodology for doing business, business plans, financial plans, forms, training manuals and customer lists, which have been provided to the Employee solely for use in Employer's business, and which the Employee agrees have been developed through the Employer's expenditure of a great amount of time, money and effort to refine other existing plans, forms and lists in the industry, and which the Employee agrees contain detailed information that could not be independently created from public sources.

f. Employee agrees that Employer's legitimate business interests also include, but are not limited to, extraordinary and specialized training provided to Employee by Employer, through, among other things and

methodologies, the Employer's training manual, training tapes and, training classes. Employee acknowledges and agrees that he/she has received extraordinary and specialized training from the Company and that without such extraordinary and specialized training, he or she would be unable to successfully perform the duties required under this Agreement.

g. Employee agrees that this covenant is reasonably necessary to protect the Employer's legitimate business interests, including, but not limited to, the interests identified in Sections 7(b), 7(e) and 7(f), above.

h. This covenant may be enforced by the Employer's assignee or successor or any of the Affiliated Entities and Employee acknowledges and agrees that the Affiliated Entities are intended beneficiaries of this Agreement.

i. If any portion of this covenant is held by an arbitration panel or court of competent jurisdiction to be unreasonable, arbitrary or against public policy for any reason, this covenant shall be divisible as to time, geographic area and line of business and shall be enforceable as to a reasonable time, area and line of business.

j. If the Employee violates the Restrictive Covenant, in any capacity identified herein, any and all sales by Employee for himself or herself, other individual(s), partnership, corporation, joint venture, or any other entity with which he or she is associated, shall be conclusively presumed to have been made by the Employer, but for the violation.

k. Employer and Employee agree that, should Employer be granted preliminary injunctive relief for alleged violation of Employee of the Restrictive Covenant, an injunction bond of no more than \$2,500.00 shall be sufficient to indemnify the Employee for any costs or damages that he or she might incur if the court determines that the Employee was wrongfully enjoined.

l. Employee agrees that any failure of Employer to enforce the Restrictive Covenant against any other Employee, for any reason, shall not constitute a defense to enforcement of the Restrictive Covenant.

m. Employer agrees that this section does not include business or personal relationships, technologies, business strategies, developed by the employee prior to being employed by the company.

Section 8 - Restrictive Covenant-Remedies - Employer and Employee agree that in the event of a breach of the Restrictive Covenant, such a breach would irreparably injure Employer and would leave it with no adequate remedy at law, and if legal proceedings should have to be brought by Employer to enforce the Restrictive Covenant, Employer shall be entitled to all available civil remedies, including:

a. Temporary and permanent injunctive relief restraining the Employee from violating, directly or indirectly, the restrictions of the Restrictive Covenant in any capacity identified in Section 7, supra, and restricting third parties from aiding and abetting any violations of the Restrictive Covenant.

b. Attorney's fees in arbitration, trial and appellate courts.

c. Costs and expenses of investigation and litigation, including expert fees, deposition costs, bond premiums, and other costs and expenses.

d. Nothing in this Agreement shall be construed as prohibiting Employer from pursuing any other legal or equitable remedies available to it for breach or threatened breach of the Restrictive Covenant.

Section 9 - Confidentiality Agreement - Employee agrees to the terms of the Confidentiality Agreement attached hereto as Addendum A and has signed that Agreement. Employee further acknowledges that Employer owns, and he or she acquires no proprietary interest in, client files, client lists, know-how, business information, discoveries, inventions or improvements that he or she develops while in the employment of Employer and agrees that he or she will provide all such information to Employer for the Employer to seek appropriate protection.

a. Employee also acknowledges that the Employer's customer/client list maintained on the Employer's database and in the Employer's files was compiled by the Employer's expenditure of a great amount of time, money and effort and that the list contains detailed customer information that could not be created independently from public sources. Accordingly, Employee agrees that the Employer's customer/client list constitutes a "trade secret" and is subject to protection under the Florida Uniform Trade Secrets Act.

b. Employee agrees that upon termination of employment, whether termination is by the Employer, with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Employee, Employee shall return all copies, in whatever form, including hard copies and computer disks, of such customer/client list to the Employer, and Employee shall delete any copy of the customer/client list on any computer file or database maintained by Employee. Further, Employee agrees that unauthorized retention of any such copies shall constitute "civil theft" as such term is defined in Chapter 772 of the Florida Statutes.

c. Employee also agrees that Employee shall not, at any time following termination of employment, whether termination is by the Employer, with or without cause, wrongful discharge, or for any other reason whatsoever, or by the Employee, use or disclose the Employer's customer/client list, directly or indirectly, for himself or herself, or on behalf of others, as an individual on Employee's own account, or as a partner, joint venturer, employee, agent, salesman, contractor, officer, director or otherwise, for any person, partnership, firm, corporation, or other entity.

Section 10 - Importance of Certain Clauses - Employee and Employer state that the Restrictive Covenant and Confidentiality Agreement incorporated into this contract are material terms of this contract and all parties understand the importance of such provisions to the ongoing business of Employer. As such, because Employer's continued business and viability depend on the protection of such secrets and non-competition, these clauses are interpreted by the parties to have the widest and most expansive applicability as may be allowed by law and Employee understands and acknowledges his or her understanding of same.

Section 11 - Consideration - Employee acknowledges and agrees that the provision of Employment under this Agreement and the execution by Employer of this Agreement constitute full, adequate and sufficient consideration to Employee for the Employee's duties, obligations and covenants under this Agreement.

Section 12 - Indebtedness - If, during the course of Employee's employment under this Agreement, Employee becomes indebted to Employer for any reason, Employer may, if it so elects, set off any sum due to Employer from Employee and collect from Employee any remaining balance.

Section 13 - Vacation and Holidays - Vacation time shall be consistent with the standards set forth in the Employee Handbook, as revised from time to time or as otherwise published by the Company. Further, before taking vacation and holiday time, Employee must submit a written request to take such time and such request must be approved by the Employer.

Section 14 - Illness - The Employee shall not be entitled to any compensation for sick leave.

Section 15 - Severance - Severance pay shall be paid in accordance with the following guidelines:

a. Fifty-two (52) weeks of the current base salary will be paid.

Section 16 - Exit Interview - Upon the effective date of termination of employment, the Employee shall participate in an exit interview with Employer and certify in writing that the Employee has complied with his or her contractual obligations and agrees to comply with his or her continuing obligations under this Agreement, including, but not limited to, the Restrictive Covenant and the Confidentiality Agreement. The Employee shall also provide the Employer with information concerning the Employee's subsequent employer and the capacity in which the Employee will be employed. The Employee's failure to comply shall be a material breach of this Agreement, for which the Employer, in addition to any other civil remedy, may seek equitable relief.

Section 17 - Death - If Employee dies during the term of his or her employment, Employer shall pay to the Employee's estate outstanding commissions consistent with the terms of this Agreement, and Employer shall have no further financial obligations under this Agreement.

Section 18 - Indemnity - Employee shall indemnify Employer and hold Employer harmless for any and all damages, liabilities, settlements, costs, judgments, arbitration awards, administrative fines and attorneys fees arising from any acts, omissions or decisions made by Employee while performing services for Employer, where such acts and/or decisions are determined by arbitrators, a court or jury to be fraudulent, negligent, and/or to constitute a breach of fiduciary duty or in the event Employer, in the exercise of its business judgment, determines to settle any claim made by any individual against the Company regarding the conduct of Employee. Any amount due and owing to the Company under this paragraph may be collected at the Company's discretion from outstanding commissions otherwise payable to Employee.

Section 19 - Effect of Partial Invalidity - The invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

Section 20 - Entire Agreement - This Agreement reflects the complete agreement between the parties and shall supersede all other agreements, either oral or written, between the parties. The parties stipulate that neither of them, nor any person acting on their behalf has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledges that they have not relied upon any representation of any third party in executing this Agreement, but rather have relied exclusively on their own judgment in entering into this Agreement.

Section 21 - Assignment - Employer may sell, assign or transfer its interest and rights under this Agreement at its sole discretion and without approval of Employee. All rights and entitlements arising from this Agreement, including but not limited to those protective covenants and prohibitions set forth in paragraph 7 herein, shall inure to the benefit of any purchaser, assignor or transferee of this Agreement and shall continue to be enforceable to the extent allowable under applicable law. Neither this Agreement, nor the employment status conferred with its execution is assignable or subject to transfer in any manner by Employee.

Section 22 - Notices - All notices, requests, demands, and other communications shall be in writing and shall be given by registered or certified mail, postage prepaid, to the address shown on the first page of this Agreement, or to such subsequent addresses as the parties shall so designate in writing.

Section 23 - Remedies - If any action at law, equity or in arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, Employer shall be entitled to recover its reasonable attorneys' fees and costs from Employee.

Section 24 - Amendment/Waiver - No waiver, modification, amendment or change of any term of this Agreement shall be effective unless it is memorialized in a writing signed by both parties. No waiver by Employer of any breach or threatened breach of this Agreement shall be construed as a waiver of any subsequent breach.

Section 25 - Governing Law, Venue and Jurisdiction - This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Florida without regard to any conflicts of laws, statutes, rules, regulations or ordinances. Employee consents to personal jurisdiction and venue in the Circuit Court in and for Pinellas County, Florida regarding any action arising under the terms of this Agreement and any and all other disputes between with Employer.

Section 26 - Arbitration- Any and all controversies and disputes between Employee and Employer arising from this Agreement or regarding any other matter whatsoever shall be submitted to arbitration before the American Arbitration Association, utilizing its Commercial Rules. Any arbitration action brought pursuant to this section shall be heard in St. Petersburg, Pinellas County, Florida. The Circuit Court in and for Pinellas County, Florida shall have concurrent jurisdiction with any arbitration panel for the purpose of entering

temporary and permanent injunctive relief.

Section 27 - Headings - The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

Section 28 - Miscellaneous Terms - The parties to this Agreement declare and represent that:

- a. They have read and understand this Agreement;
- b. They have been given the opportunity to consult with an attorney if they so desire;
- c. They intend to be legally bound by the promises set forth in this Agreement and enter into it freely, without duress or coercion;
- d. They have retained signed copies of this Agreement for their records; and
- e. The rights, responsibilities and duties of the parties hereto, and the covenants and agreements contained herein, shall continue to bind the parties and shall continue in full force and effect until each and every obligation of the parties under this Agreement has been performed.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of January, 2006.

/s/ Benjamin C. Croxton

Employee Signature
Benjamin C. Croxton

WORLD ENERGY SOLUTIONS, INC.

By: /s/ Mike Prentice

Mike Prentice
Chairman of the Board

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 12, 2005, which appears within Form 10-KSB of World Energy Solutions, Inc. f/k/a Advanced 3-D Ultrasound Services, Inc. for the year ended December 31, 2004.

/s/ Ferlita, Walsh & Gonzalez, P.A.

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Ferlita, Walsh & Gonzalez, P.A.

Certified Public Accountants

Tampa, Florida

February 1, 2006