

ADRIANUS RESOURCES, INC.

PROFESSIONAL SERVICES AGREEMENT

STATE OF CALIFORNIA AND IN THE COUNTY OF KINGS

This Agreement ("Agreement") is made and entered into effective as of December 15, 2009, by and between Adrianus Resources, Inc., of Las Vegas, NV with sales offices at 29128 W. Laguna Drive in Cathedral City, CA, 92234 hereinafter called the "Consultant", and the City of Lemoore, in Lemoore, CA, hereinafter called the "City."

1. Employment and Obligations of the Consultant. The City hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement. The Consultant will advise the officers and employees of the City concerning matters relating to the use of alternative fuels, the construction of a CNG station and the operation of alternative fuel vehicles at the City. The specific obligations (professional services) are the following:
 - a. Develop component needs, i.e., fill posts, compressor sizing, proper dryer, oil filters, etc. along with the location and layout of the station itself including both the fast fill and time fill dispensers for multiple fleet uses.
 - b. Provide recommendations on hours of operation to avoid costs when refueling to best utilize the City's resources and cut electricity costs.
 - c. Write performance bid specifications for the station according to the decision from items 1&2 above and allowed for any provisions under the various infrastructure awards received.
 - d. Provide preliminary layout of station and advice on infrastructure turnkey sources and the type of equipment needed.
 - e. Conduct the job walk as well as evaluate bids received by the City and make recommendations for award.

- f. Assist the City in the project management and overseeing of the construction and installation of the CNG refueling station, including review of drawing submittals.
 - g. Assist the City to obtain the \$.50 per gallon rebate made available with the new Energy Bill and familiarize the City with all the other incentives that started January 1, 2006, if extended in 2010.
 - h. Be available for unlimited phone calls to answer questions concerning alternative fuels issues.
2. Duration of Agreement; Terms of Payment. This Agreement will begin January 1, 2010 and will end December 31, 2011 or upon completion of the station. Either party may cancel this Agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery. The Consultant fee is payable per the attached schedule below, since the obligations are rendered continually on an on-going basis throughout the year, and is not refundable in any part should this Agreement be cancelled by the City. If Consultant cancels the Agreement, Consultant shall refund any fees to the City paid but not earned. Consultant's obligations will not commence until the Agreement is signed by both parties. It is anticipated that the City will approve the Agreement at its meeting on December 15, 2009. The Consultant agrees that there will be no additional charges for the obligations described above. The payments to the Consultant includes no additional charges for transportation or mileage, phone calls, materials, meals, lodging, and similar expenses.
3. Time Devoted by Consultant. It is anticipated the Consultant will spend the time necessary to fulfill the obligations under the Agreement. There is no set time period to complete the performance of the Agreement. The particular amount of time may vary from day to day or week to week. Notwithstanding the foregoing, the obligations shall be completed in a timely manner.
4. Obligations Excluded From Agreement. The obligations under the Agreement do not include developing strategic alliances between the City and other alternative fuel users, i.e. the local school districts, specification writing for the construction of natural gas station, or other obligations not described in section 1. If such other obligations are requested to be performed by the City, the Consultant will provide separate quotes and a separate agreement will be entered into for performance of such obligations.

5. Place Where Services Will Be Rendered. The Consultant will perform the obligations in accordance with the Agreement at either the City's property or the Consultant's normal place of business (sales office). In addition, the Consultant will perform the obligations by telephone or at such other places as designated by the City to perform the obligations in accordance with this Agreement.
6. Payment to Consultant. The Consultant will be paid a total of \$25,000 in accordance with the following schedule:

Sections a-f of section 1 will be invoiced as completed on a progress payment basis. The maximum amounts, based upon satisfactory completion in accordance with the Agreement, are as follows:

a-b.	\$3,000
c-d.	\$10,000
e.	\$7,000
f.	\$5,000

Obligations described in g and h shall not be separately charged and shall be included in the payment for the obligations described above. Should the Consultant perform functions outside of the Agreement under another agreement, the Consultant will submit an itemized statement setting forth the obligations performed in such other agreement. The City will pay the Consultant the amounts due as indicated by statements submitted by the Consultant in this Agreement within ten (10) business days of receipt.

7. Independent Contractor. Both the City and the Consultant agree that the Consultant will act as an independent contractor in the performance of its obligations under the Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with the Agreement, including by way of example but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. The Consultant is not an officer or employee of the City. The Consultant is not authorized to enter into binding agreements with third parties. The Consultant is a professional advisor, qualified by experience, to perform the obligations for the benefit of the City.
8. Confidential Information. To the extent permitted by law, the Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with the Agreement will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations, except to the school districts that City directs Consultant to interface with in regard to this station. This information could concern the personal, financial or other affairs of the City.

9. Employment of Others. The City may from time to time request that the Consultant, as an agent for the City, arrange for the services of others. All costs to the Consultant for those services will be paid by the City but in no event shall the Consultant employ others without the prior authorization of the City.
10. Conflict of Interest. Except for this Agreement, no business or personal relationship exists between any City employee and the Consultant.
11. Hold Harmless and Indemnification. Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the other party.
12. Insurance. Consultant agrees to maintain insurance programs of general liability and professional errors and omissions insurance in the amount of \$1,000,000, property damage, workers' compensation if required by law, and auto insurance to protect the City where required during the term of the Agreement set forth in section 2 above.
13. Binding Effect. This Agreement is binding upon the heirs, successors and assigns of the parties.
14. Non-assignability. This Agreement may not be assigned by either party.
15. Signatures. Both the City and the Consultant, by their signatures hereinbelow, enter into this Agreement on the effective date as set forth above. Signatures may be made on separate signature pages. Copies of signatures, including facsimile and electronic signatures, shall have the same force and effect as original signatures.
16. Notices. Any notices or other written communications, unless revised by the parties, shall be addressed as follows:

For the City:

City of Lemoore
Attn: Lauren Apone
Administrative Analyst
City of Lemoore
711 W. Cinnamon Drive
Lemoore, CA 93245
559-924-6734
559-924-6708 (fax)

For the Consultant:
Adrianus Resources, Inc
3225 S. McLeod, Suite 100
Las Vegas, NV 89121
626-221-1190 (CA Phone)
760-325-3569 (CA Fax)
Tax I. D. # 88-0376006

CITY OF LEMOORE (CITY)

By:
Its:

ADRIANUS RESOURCES, INC. (CONSULTANT)

By:
Its: President