

Contract Number: NAT13101A-HYD\_DRILL  
Title: Track-Mounted Direct Push/Hydraulic Drill Rig

THIS AGREEMENT, made and executed in duplicate, shall be effective this 19<sup>th</sup> day of September 2013.

BY AND BETWEEN Geoprobe Systems (hereinafter designated as "Contractor"), party of the first part, and the Department of Natural Resources and Environmental Control, Division of Waste and Hazardous Substances, Tank Management Section, created under the laws of the State of Delaware (hereinafter designated as the Department), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by the Department, agrees with said the Department as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The work, as set forth in the proposal, and specifications is identified by the signature of the "Contractor" and the Director of the said Department and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Director and that the Director decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of the Department, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to the Department that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, the Department may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as the Department may designate and the Department may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

