DocuSign Envelope ID: E76C5EFB-22A9-49C7-B318-9DB2A00EDB8C

CCO Form: GS13
Approved: 10/05 (BDG)
Revised: 03/17 (BG)
Modified: 12/21 (STS)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and The Doe Run Resources Corporation DBA The Doe Run Company (hereinafter, "Contractor").

WITNESSETH:

WHEREAS, the Commission and the Contractor previously entered into a Consultant Services Agreement on March 28, 2017 (hereinafter, "Original Agreement"); and

WHEREAS, the Original Agreement commenced on March 28, 2017 and continued through February 28, 2020; and

WHEREAS, Paragraph (24) of the Original Agreement provided for the extension of the Original Agreement for additional one-year periods; and

WHEREAS, the parties extended the Original Agreement for an additional one-year period in a First Supplement Agreement which commenced on March 1, 2020 and continued through December 31, 2021, and the parties executed a Second Supplemental Agreement which commenced on January 1, 2022, and continued through December 31, 2022; and

WHEREAS, the parties wish to extend the duration of the Original Agreement as provided in the Original Agreement and articulated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Supplemental Agreement, the parties agree as follows:

(1) EXTENSION OF ORIGINAL AGREEMENT: The parties hereby agree to extend the duration of the Original Agreement as allowed in Paragraph (24) of the Original Agreement from January 1, 2023 through December 31, 2023 under the same terms and conditions contained in the Original Agreement except for the costs set forth in Exhibit I of the Original Agreement.

(2) AMENDMENT OF FEES: In consideration of the mutual covenants, promises and representations, the parties agree to amended fees, as follows:

(A) The amount to be paid to the Contractor by the Commission as full

remuneration for the performance of all services called for in the Original Agreement and performed by the Contractor from the date of execution of this Supplemental Agreement until December 31, 2023 will be according the unit prices shown in Exhibit I, "Scope of Services and Pricing Page", attached hereto and made a part of this Supplemental Agreement;

(3) ORIGINAL AGREEMENT: Except as modified, amended or supplemented by this Supplemental Agreement, the terms of the Original Agreement shall remain in full force and effect and shall extend to this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the date last written below.

Executed by the Contractor this ___day of 2023-02-14 | 1:34 PM PST, 20__.

Executed by the Commission this ____day of 2023-02-15 | 7:55 AM CST, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

DocuSigned by:
Eric E. Schroeter
5F8CCFE9B29E499...

Title Assistant Chief Engineer

Attest:
DocuSigned by:
Pamela J Harlan
A4666CD7996249B...
Secretary to the Commission

Approved as to Form:
DocuSigned by:
Scott Sergent
CF730D7BAE254F4...
Commission Counsel

The Doe Run Resources Corporation

By DocuSigned by:
Crystal Saling
9EB20842187E4FF...

Title VP-Law & General Counsel

Attest:
By DocuSigned by:
Louis Magdits
74E3D6C40C1F4AD...

Title Vice President Sales & Marketing

Approved as to Form:
By DocuSigned by:
John Terry
B146B5A2FBF44D5...

Title Associate General Counsel

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Exhibit 1: Scope of Services and Pricing Page

Recycling Fees

Item 1:	$214.50/drum – Silica Sand in drums
Item 1:	$264.00/short ton – Silica Sand in bulk
Item 2:	$206.25/drum – Steel Grit in drums
Item 3:	$275.00/drum – Paint Chips without abrasive grit
Item 4:	No Longer Accepted – Contaminated Tarps and PPE
Item 4:	No Longer Accepted – Contaminated Tarps and PPE in cubic yard cardboard boxes

DocuSign

Certificate Of Completion

Envelope Id: E76C5EFB22A949C7B3189DB2A00EDB8C
Subject: Complete with DocuSign: The Doe Run Company.pdf
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 6
Initials: 0

Status: Completed

Envelope Originator:
Keith Jennings
1860 Michael Faraday Drive
Suite 100
Reston, VA 20190
keith.jennings@modot.mo.gov
IP Address: 168.166.80.221

Record Tracking

Status: Original
2/14/2023 2:27:54 PM

Holder: Keith Jennings
keith.jennings@modot.mo.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Saling csaling@doerun.com VP-Law & General Counsel Security Level: Email, Account Authentication (Optional)	DocuSigned by: Crystal Saling 9FB20842187F4FF... Signature Adoption: Pre-selected Style Using IP Address: 71.86.129.210	Sent: 2/14/2023 2:32:31 PM Viewed: 2/14/2023 2:33:56 PM Signed: 2/14/2023 3:34:56 PM
Electronic Record and Signature Disclosure: Accepted: 2/14/2023 2:33:56 PM ID: a037468a-853e-4bfd-a15f-00659d349837		
John Terry jmterry@doerun.com Associate General Counsel Security Level: Email, Account Authentication (Optional)	DocuSigned by: John Terry B146B5A2FBF44D5... Signature Adoption: Pre-selected Style Using IP Address: 71.86.129.210	Sent: 2/14/2023 2:32:32 PM Viewed: 2/14/2023 2:34:10 PM Signed: 2/14/2023 3:34:40 PM
Electronic Record and Signature Disclosure: Accepted: 2/14/2023 2:34:10 PM ID: fc20a260-134c-4b86-8c42-d83815f8deea		
Louis Magdits lmagdits@doerun.com Vice President Sales & Marketing Security Level: Email, Account Authentication (Optional)	DocuSigned by: Louis Magdits 74E3D6C40C1E4AD... Signature Adoption: Pre-selected Style Using IP Address: 216.48.115.252	Sent: 2/14/2023 2:32:32 PM Viewed: 2/14/2023 4:52:12 PM Signed: 2/14/2023 4:52:34 PM
Electronic Record and Signature Disclosure: Accepted: 2/14/2023 4:52:12 PM ID: 80da2482-2490-4869-abaa-716da5c01158		
Scott Sergent Scott.Sergent@modot.mo.gov Acting Assistant Chief Counsel Missouri Department of Transportation Security Level: Email, Account Authentication (Optional)	DocuSigned by: Scott Sergent CF730D1BAEC54F4... Signature Adoption: Pre-selected Style Using IP Address: 168.166.80.221	Sent: 2/14/2023 4:52:38 PM Viewed: 2/15/2023 7:54:29 AM Signed: 2/15/2023 7:55:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Eric E. Schroeter Eric.Schroeter@modot.mo.gov Assistant Chief Engineer Missouri Department of Transportation Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Eric E. Schroeter 5F8CCFE9B29E499... Signature Adoption: Pre-selected Style Using IP Address: 168.166.80.221	Sent: 2/15/2023 7:55:09 AM Viewed: 2/15/2023 8:20:08 AM Signed: 2/15/2023 8:20:12 AM
Pamela J. Harlan - MHTC pamela.harlan@modot.mo.gov Secretary to the Commission Missouri Department of Transportation Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/22/2021 11:42:38 AM ID: 2c664348-0ef1-42bb-97b6-7b0938b1e411	DocuSigned by: Pamela Harlan A4666CD7996249B... Signature Adoption: Uploaded Signature Image Using IP Address: 168.166.80.221	Sent: 2/15/2023 8:20:15 AM Viewed: 2/15/2023 9:09:38 AM Signed: 2/15/2023 9:09:53 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2023 2:32:32 PM
Certified Delivered	Security Checked	2/15/2023 9:09:38 AM
Signing Complete	Security Checked	2/15/2023 9:09:53 AM
Completed	Security Checked	2/15/2023 9:09:53 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Missouri Highways and Transportation Commission
DocuSign, Inc. Express Electronic Signature Agreement

The Missouri Highways and Transportation Commission (hereinafter, Commission), acting by and through the Missouri Department of Transportation (MoDOT) is willing to provide to the Authorized Representative of the Contractor/Vendor/Consultant (Entity) who is duly authorized to act on behalf of said Entity (hereinafter you or I) and accept from you your electronically affixed authorized signature and seal, as required to validate a binding agreement between the Commission and the Entity, on all Commission/MoDOT documents, including but not limited to disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and the like, (hereinafter, Commission Documents) that are processed, generated, and exchanged by and between the Commission and you, acting on behalf of the Entity, electronically through the utilization of the DocuSign, Inc. Express (DocuSign) eSignature Application. In consideration of mutual covenants, you agree as follows:

1) You are the person duly authorized and designated by the Entity to receive, access and agree to the terms of this agreement on behalf of the Entity by clicking the Agree button below.

2) You have the authority to specifically consent and agree that the Commission, in its discretion, provide all disclosures, agreements, contracts, notices, purchase orders, change orders, modifications, amendments, supplements, correspondence, and all other evidence of the transaction between the Commission and the Entity electronically (hereinafter all such documentation is referred to as electronic record(s)).

3) The email address, User ID and password authorized to access the electronic agreement via DocuSign are your own and are not shared with any other person.

4) All of the required notices and disclosures will be sent to the email address authorized through DocuSign.

5) You are duly authorized to receive electronically through DocuSign, access and act upon all electronic records, to provide all required information and electronically affix your signature and seal, as applicable, on behalf of the Entity named in such Commission Documents via DocuSign,.

6) The system through which you are accessing DocuSign and its eSignature Application meets the minimum requirements to access DocuSign, view, receive, retrieve, download, print, store, send and transmit all electronic records and any and all other communications sent to you from the Commission through the DocuSign web site.

7) All communications in electronic format from the Commission to you through DocuSign are considered in-writing. You have the ability to download and print any documents processed through DocuSign for 30 calendar days after such documents are first sent, as long as you are an authorized user of the DocuSign system. After such time, you may request copies by contacting the Commission through the Secretary to the Commission at mhtc@modot.mo.gov or by telephone at 573-751-2824. You shall print or download for your records a copy of any communication that is important to you to retain.

8) You have implemented appropriate security measures to ensure that only you have access through DocuSign to receive, access and electronically affix signatures to electronic records, as applicable, Commission/MoDOT sends to you through DocuSign. It is your sole responsibility to ensure your adequate protection, confidentiality and secrecy of the DocuSign Authentication Code, and any other user ID and/or Password combinations that may be required for you to access the DocuSign eSignature services and any disclosure thereof to any other person or

communication thereof through unsecure medium, such as traditional electronic mail, shall be entirely at your risk. You shall be liable for any unauthorized usage of your ID/Password combination and the DocuSign Authentication Code.

9) You agree and authorize the Commission to respond to and act upon any and all transactions initiated and transmitted by you electronically through DocuSign. Any transaction initiated and transmitted by you to the Commission through DocuSign and its eSignature application shall be deemed to have been authorized by you, and the Commission is entitled to assume that the said transactions are so authorized by you and the Commission shall be protected upon acting thereon.

10) You shall be fully liable to the Commission for every transaction entered into using a valid DocuSign Authentication Code sent to you through certified mail, telephone call or Short Message Service (SMS) text, with or without your knowledge. In no event will the Commission be liable to you for any special, direct, indirect, consequential or incidental loss or damages even if you have advised the Commission/MoDOT of such possibility. The Commission shall not be liable for any misuse, if any, of any data placed on the internet by third parties hacking or accessing the application and hosting server without authorization.

11) The Entity shall take responsibility for all the transactions with the Commission conducted electronically through DocuSign and will abide by the record of the transactions generated by DocuSign or by the Commission/MoDOT through DocuSign. Further such record of transactions shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings. All records of the Commission and DocuSign, whether in electronic form, magnetic medium, documents or any other form, with respect to electronic transactions sent or received through use of DocuSign shall be conclusive evidence of such transactions and shall be binding on the Entity.

12) The Commission/MoDOT shall not be liable for any loss or damage whatsoever caused, arising directly or indirectly, in connection with the services and /or this Agreement, including without limitation any: (A) Loss of data; and (B) Interruption or stoppages to your access to DocuSign and its eSignature application and/or processing of electronic transactions due to any operational or technical difficulties/reason beyond our control for any other reason. The Commission, along with its members, employees, agents, executors, successors and assigns shall not be liable for any damages or claims or injuries arising out of or in connection with the use of DocuSign and its eSignature application or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning or interruption of business, error, omission, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon electronic transaction for any cause.

13) You shall keep confidential all information, in whatever form, produced, prepared, observed or received by you to the extent that such information is confidential by law or otherwise required by the Commission.

14) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15) The terms of this agreement and any amendments thereafter shall remain in full force and effect for as long as DocuSign is active, or by thirty (30) days written notification by either party

of their intent to cancel this agreement.

By checking the I Agree button, I confirm that:

1. I am the person named in the documents to which I will electronically affix my signature; that I am authorized to sign such documents on behalf of the Entity named in the documents; that I will read and know the contents of such electronically signed documents including all exhibits attached thereto, and that the statements made therein are true, and that I will not omit any information needed to make such documents true; and that I will take appropriate security measures to insure that I have sole access to the documents sent to me by the Commission and MoDOT through the email address provided on DocuSign.
2. I and the Entity shall indemnify and save harmless the Commission, its members, employees, officers, successors, assigns, agents and representatives against any and all claims, losses, damages, costs, liabilities and expense actually incurred, suffered or paid by the Commission, its members, employees, officers, successors, assigns, agents and representatives, directly or indirectly, and also against all demands, actions, suits, proceedings made, filed, instituted against the Commission, its members, employees, officers, successors, agents and representatives in connection with, or arising out of, or relating to the Commission accepting and acting or not accepting and not acting for any reason whatsoever pursuant to, in accordance with or relying upon, data received, through DocuSign and its eSignature application you or any unauthorized use of your ID/Password combination, the DocuSign Authentication Code, or the DocuSign eSignature application.
3. I agree to the DocuSign, Inc. Express (DocuSign) Electronic Signature Agreement terms and conditions outlined above.