
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

GREENVILLE COUNTY, SOUTH CAROLINA

and

TRIPLE M (US) INC.,
a Delaware corporation

Dated as of November 19, 2013

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of November 19, 2013 (this “Agreement”), between GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the “County”), and TRIPLE M (US) INC., a company incorporated and existing under the laws of the State of Delaware (the “Company”).

RECITALS:

A. The County, acting by and through its County Council (the “County Council”) is authorized by Title 4, Chapter 1 and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Act”), to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and thereby promoting the economic development of the State of South Carolina (the “State”) and the development of trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

B In accordance with the provisions of an Inducement Agreement dated January 23, 2012, between the Company and the County, the Company intends to expand its operations through the acquisition by purchase and/or construction of certain land, buildings, site improvements, machinery, apparatus, and equipment, for the purpose of a facility for the collection, handling, processing and distribution of certain recyclable materials, on the tract of land described on the attached Exhibit A (the land as so improved by such facilities and including such personal property as may be located thereon is hereinafter referred to as the “Project”), which Project will involve an investment of not less than \$4,400,000 in new qualifying taxable investment in the Project in the County, all by not later than December 31, 2016.

C Pursuant to a Master Agreement Governing the Octagon Industrial Park, between the County and Laurens County, South Carolina, dated as of September 1, 2010 (as the same may be amended, modified, restated or supplemented from time to time from time to time, the “Park Agreement”), the County and Laurens County have established a joint county industrial business park (the “Park”) pursuant to the provisions of the Act and Article VIII, Section 13 of the South Carolina Constitution.

D The County has included the Project site in the Park with Laurens County and, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes which shall, in the aggregate, be an amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park.

E. Pursuant to the Act, the County is providing herein a special source revenue credit against payments in lieu of taxes from the Project in the Park in an annual amount equal to Twenty-Five percent (25%) of the payments in lieu of taxes allocated to the County taxing entities pursuant to the agreement creating the Park for the first five (5) years of fee in lieu of tax payments by the Project in the Park pursuant to the Park Agreement.

F. The County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on November 19, 2013, following a public hearing held on November 19, 2013.

NOW, THEREFORE, in consideration of the representations and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Act*” shall mean, collectively, Title 4, Chapter 1 and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

“*Affiliate*” shall mean, with respect to any Person, each other Person that directly, or indirectly through one or more intermediaries, owns, controls, or is controlled by or under common control with, such Person and includes, without limitation, any owner, director, limited liability company manager or general partner of a Person. For purposes of this definition, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified, restated or supplemented in accordance with the terms hereof.

“*Company*” shall have the meaning set forth in the introductory paragraph of this Agreement. All references to the Company shall include its successors and assigns.

“*Company Event of Default*” shall have the meaning set forth in Section 5.01 hereof.

“*Cost*” or “*Cost of the Project Property*” shall mean the cost of acquiring, by construction, purchase or lease, the Project Property and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction

and installation of the Project Property; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Project Property, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for expert testing, test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction or installation, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project Property; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction and installation of the Project Property.

“*County*” shall have the meaning set forth in the introductory paragraph of this Agreement. All references to the County shall include its successors and assigns.

“*County Council*” shall have the meaning set forth in Recital A.

“*County Event of Default*” shall have the meaning set forth in Section 5.01 hereof.

“*Greenville Fee Payments*” shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Laurens County.

“*Ordinance*” shall mean the ordinance enacted by the County Council on November 19, 2013 authorizing the execution and delivery of this Agreement.

“*Park*” shall have the meaning set forth in Recital C.

“*Park Agreement*” shall have the meaning set forth in Recital C.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“*Project*” shall have the meaning set forth in Recital B.

“*Project Property*” shall mean such of the Project’s real estate, buildings, site improvements, internal roads, parking, machinery, apparatus, equipment, personal property and all improvements thereon and replacements thereof, as are permitted under the Act, whether owned by the Company or not.

“*Related Party*” shall mean, in respect of any Person that is an individual, a spouse, any issue, spouse of issue, or ancestor of such Person, a trust for the sole benefit of any such Related Party or Related Parties, or a corporation, partnership, limited liability company or other entity owned entirely by such Person and the Related Parties of such Person; provided, however, that any spouse living separate and apart from Related Party with the intention by either spouse to cease their matrimonial cohabitation shall not be deemed a Related Party.

“*Special Source Revenue Credit*” shall mean the credit against the Company’s fee in lieu of tax payments, to reimburse the Company for the Cost of the Project Property, in the amounts set forth in Section 3.02 hereof.

“*State*” shall have the meaning set forth Recital A.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) This Agreement has been duly executed and delivered by the County.

(c) The County proposes to reimburse the Company for a portion of the Cost of the Project Property, including the purchase of improved real property and improvements thereto, for the purpose of promoting the economic development of the County.

(d) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(e) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(f) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(g) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened

challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best knowledge of the County is there any basis for any of the foregoing.

SECTION 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a Delaware corporation, validly existing, and in good standing, has the power to enter into this Agreement, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by principles of equity or bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of the Company's organizational documents or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the Project Property, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the Cost of the Project Property by the County has been instrumental in inducing the Company to acquire, construct, improve and equip the Project in the County and in the State of South Carolina.

(e) The Company will invest, based on original cost, not less than Four Million Four Hundred Thousand Dollars (\$4,400,000) in the Project, all on or before December 31, 2016, or lose the benefits of the Special Source Revenue Credit, and in connection therewith, repay the County an amount equal to all Special Source Revenue Credits previously enjoyed, plus interest at the rate for late payment of ad valorem taxes.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

TAX CREDITS

SECTION 3.01. Costs of the Project Property. The Company currently estimates that the total Cost of the Project Property will be approximately \$4,400,000.

SECTION 3.02. Special Source Revenue Credits.

(a) In order to reimburse the Company for its investment in Project Property, commencing with the payment of the fee in lieu of tax payments for the Project in the Park finally due from the Company to the County on January 15, 2015, and continuing for a period of five (5) years thereafter (for a total of five (5) payment periods), the County hereby promises to and does hereby provide to the Company, but solely from the Greenville Fee Payments a credit equal to 25% of the Greenville Fee Payments. The Special Source Revenue Credit shall be taken as an offset against the Greenville Fee Payments in each of the years due. The Special Source Revenue Credits taken by the Company shall be deemed applied, first, to expenditures for land, buildings and other improvements to real property, and, to the extent such expenditures, in the aggregate, are less than the amount of aggregate Special Source Revenue Credits received by the Company, shall then be deemed applied to expenditures for personal property. In the event of such application to personal property, the provisions of Section 4-29-68(A)(2)(ii) of the Act shall apply with respect to any removal of such property from the Project.

(b) In the event the Company shall have failed to invest, based on original cost, at least \$4,400,000 in the Project by December 31, 2016, the Special Source Revenue Credits authorized herein shall terminate and the Company shall thereafter no longer be entitled to such credits, and the Company shall, by June 30, 2017, make payment to the County of an amount equal to the aggregate amount of Special Source Revenue Credits received hereunder, plus interest thereon at a rate equal to the rate for late payment of ad valorem taxes. In these regards, it shall be a condition of continued enjoyment of the Special Source Revenue Credits that the Company provide a written certification to the County, in form reasonably acceptable to the County, as of December 31, 2016 the amount of its investment in the Project, including the amount of investment in land, buildings and improvements to real estate, relative to the amount of investment in personal property.

THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDIT AGREEMENTS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE

COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE GREENVILLE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR PAYMENT OF THE SPECIAL SOURCE REVENUE CREDITS. Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Project Property to the point at which such credit is due or taken.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the amount of and use of the Greenville Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Greenville Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT PROPERTY

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to any Affiliate or Related Party. No such sale, lease, conveyance, or grant by the Company to an Affiliate or Related Party shall relieve the County from the County's obligations to provide the Special Source Revenue Credit to the Company, or its assignee of such payments, under this Agreement,

nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Special Source Revenue Credit hereunder to any other Person.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (a “County Event of Default”). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investment cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (a “Company Event of Default”).

SECTION 5.02. Legal Proceedings by Company. Upon the occurrence and continuance of a County Event of Default, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit at law to enforce the contractual agreement contained herein,

(c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies of the County. Upon the happening and continuance of a Company Event of Default, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 5.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default, County Event of Default or Company Event of Default, as applicable, shall impair any such right or power or shall be construed to be a waiver of any such default, County Event of Default or Company Event of Default, as applicable, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the parties hereto, shall bind or inure to the benefit of the successors of the parties hereto from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of either of the parties hereto shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its elected officials, officers, employees, directors, shareholders, representatives or agents in his or her individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Revenue Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

- (a) if to the County: Greenville County, South Carolina
301 University Ridge, Suite 2400

Greenville, South Carolina 29601
Attention: County Administrator

(b) if to the Company:

Triple M (US) Inc.
471 Intermodal Drive
Brampton, Ontario L6T5G4
Canada
Attention: Mike Barichello, VP Finance

with a copy to:

Robinson, Bradshaw & Hinson, P.A.
140 East Main Street, Suite 420
Rock Hill, SC 29730
Attention: Benjamin A. Johnson, Esq.

The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

[signatures on following pages]

IN WITNESS WHEREOF, Greenville County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Triple M (US) Inc., has caused this Agreement to be executed by its authorized officers, all as of the day and year first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Bob Taylor, Chairman of County Council
Greenville County, South Carolina

ATTEST:

By: _____
Theresa B. Kizer, Clerk to County Council
Greenville County, South Carolina

[Execution by Company appears on following page]

TRIPLE M (US) INC.

By: _____

Mike Barichello

VP Finance

EXHIBIT A
LAND DESCRIPTION

See attached Deed to Triple M (US) Inc. from Three Plus One, LLC, dated December 9, 2011, and recorded on same date in the Office of Register of Deeds for Greenville County, SC at Book 2397, Page 5294. Subject property is also identified as Greenville Tax Map # 0337000100701.