

Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project does not exceed \$5,000,000 by the end of the Standard FILOT Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Standard FILOT Minimum Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (ii) due to failure to satisfy the Standard FILOT Minimum Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

In the event that the Enhanced Investment FILOT Minimum Requirement is satisfied by the end of the Enhanced Investment FILOT Compliance Period, but following the Enhanced Investment FILOT Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the lowest investment level set forth in the Enhanced Investment FILOT Minimum Requirement by which the Project has qualified as an “enhanced investment” pursuant to Section 12-44-30(7) of the Negotiated FILOT Act, so long as investment in the Project, without regard to depreciation, reassessment, or other diminution in value, maintains the investment level set forth in the Standard FILOT Minimum Requirement, then the Project shall continue to be eligible for Negotiated FILOT Payments set forth in **Section 5.01** hereof, but such Negotiated FILOT Payments shall be determined with an applicable assessment ratio of 6%, prospectively, commencing with any Negotiated FILOT Payments due with respect to the first Property Tax Year following the Property Tax Year in which such deficiency occurs. In the event that the Enhanced Investment FILOT Minimum Requirement is not satisfied by the end of the Enhanced Investment FILOT Compliance Period, but the Project nevertheless continues to be eligible for Negotiated FILOT Payments pursuant to **Section 5.01** hereof, if following the Standard FILOT Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Standard FILOT Minimum Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualify as Negotiated FILOT Property shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within 60 days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The Company acknowledges that (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue, (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment, and (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other incentives provided by this Agreement.

Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

### THIRD PARTY ARRANGEMENTS

Section 8. Conveyance of Liens and Interests; Assignment. The County agrees that, to the extent permitted by the Act, the Company and each other Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Co-Investor under this Agreement, including, without limitation, the benefits of the Negotiated FILOT and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved upon written approval of the County, which approval may take the form of a resolution or ordinance of the Council.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Co-Investor, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Co-Investor under this Agreement and/or any release of the Company or any other Co-Investor pursuant to this **Section 6.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such Co-Investor with the Transfer Provisions.

Section 9. Sponsors and Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Agreement, provided that, each Sponsor Affiliate must agree to be bound by the terms of this Agreement, as evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a

form substantially similar to that attached to this Agreement, as Exhibit B, subject to any reasonable changes not materially adverse to the County, and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within 90 days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

## TERM; TERMINATION

**Term.** Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the latest of (i) the day the last Negotiated FILOT Payment is made hereunder, or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

**Termination.** In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT payments under the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the reason for termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

## EVENTS OF DEFAULT AND REMEDIES

**Events of Default.** Any one or more of the following events (herein called an "Event of Default," or collectively "Events of Default") shall constitute an Event of Default by the Company, any Co-Investor, or the County ("Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

if the Company shall fail to make any Negotiated FILOT Payments, which default shall not have been cured within 60 days following receipt of written notice of such default from the County;

if the Company or the County shall fail to observe, perform, or comply with any of the covenants, conditions, or terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for 60 days after the party shall have given the Defaulting Entity written notice of such default; provided however, (i) the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; (ii) that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; and (iii) if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition,

or terms or if it takes longer than 60 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

A material representation or warranty made by the Company or the County which is deemed materially incorrect when deemed made;

Failure by the Company or any Sponsor or Sponsor Affiliate to maintain the individual and/or aggregate minimum investment as described in the Act;

(a) if a Cessation of Operations occurs after the Enhanced Investment FILOT Compliance Period. For purposes of this Section, “ceases operations” means closure of the facility comprising the Project or the cessation of production and shipment of products for a continuous period of twelve months; or

(b) Failure by the Company to comply with any other provisions of the Act.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement but may terminate certain benefits hereunder or obligate the Company or other Co-Investors, as the case may be, to make certain additional payments to the County, all as set forth in **Section 4.02** and **Section 5.01(f)** hereof.

Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County:

terminate this Agreement by delivery of written notice to the Defaulting Entity not less than 30 days prior to the termination date specified therein (which, for a failure to make any Negotiated FILOT Payment, may be the 60<sup>th</sup> day following notice of default as described in Section 8.01(a), above);

have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof;

take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Defaulted Payments. In the event the Company or any other Co-Investor should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity

shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## MISCELLANEOUS

Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Co-Investor hereof, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) if to the County:

Chester County  
Attn.: County Administrator  
PO Box 580  
Chester, South Carolina 29706  
Phone: (803) 436-2102

(b) with a copy (which shall not constitute notice) to:

Joanie Winters, Esquire  
Chester County Attorney  
105 Main Street  
Chester, South Carolina 29703  
Phone: (803) 581-8190

(c) with a copy (which shall not constitute notice) to:

Michael E. Kozlarek, Esquire  
King Kozlarek Law LLC  
Post Office Box 565  
Greenville, South Carolina 29602-0565

(d) As to the Company:

John Anhang  
IKO Glass Fiber, Inc. & IKO Mat Tech Inc.  
6 Denny Road, Suite 200  
Wilmington, DE 19809  
Phone: 416-781-5545 x-5909

(e) with a copy (which shall not constitute notice) to:

John F. Wall IV, Esq.  
Burr & Forman LLP  
1221 Main Street, Suite 1800  
Columbia, South Carolina 29201  
Phone: (803) 753-3206

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions

hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

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.

Further Proceedings. The parties intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

#### Section 10. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Company, shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all reasonable costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) for expenses, claims, losses, or damages arising from intentional or willful misconduct or negligence

of the County or any of its individual officers, agents, or employees.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 11.No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity

Section 12.Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]  
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IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

**CHESTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joe Branham  
Chairman, County Council

[SEAL]

Attest:

\_\_\_\_\_  
Karen Lee  
Clerk to County Council

**IKO GLASS FIBER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**IKO MAT TECH INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**LAND DESCRIPTION**

**PARCEL 1**

All that certain piece, parcel or tract of land, lying and being situate in the County of Chester, State of South Carolina, about four (4) miles east of the City of Chester, on the eastern side of Highway S-12-186, known as Cedarhurst Road, and being shown as Tract "C" containing 38.111 acres, more or less, on a plat of survey for Albert Drane Oliphant, Jr. by Hipp Land Surveying, Inc. dated September 26, 2000, which plat is recorded in Plat Cabinet C at Slide 194, Page 4, and having such courses and distances, metes and bounds, as are shown on the said plat, which plat is incorporated herein by reference.

**Tax Map No. 097-00-00-067-000**

**PARCEL 2**

All that certain piece, parcel or tract of land, lying, being and situated in the County of Chester, State of South Carolina, located approximately eight (8) miles East of the City of Chester, containing 44.57 acres, more or less, as shown on that plat of property of the Lancaster and Chester Railway Company prepared by R. H. Iseley and J. C. Crumpler, dated February 2, 1984, recorded in Plat Cabinet 'B' at Slide 39C&D. For a more particular description of the dimensions, metes and bounds of the premises herein conveyed reference is craved to the above-mentioned plat which is incorporated herein as a part of this description. Special reference is also craved to a one-foot strip of land retained by Lancaster and Chester Railway Company between the property herein conveyed and property of Boise Cascade Corporation as shown on the above referenced plat. Being the same property conveyed to Electric Glass Fiber America LLC f/k/a a PPG Industries Fiber Glass Products, Inc., a Delaware limited liability company, by virtue of Limited Warranty Deed from PPG Industries Securities, LLC, a Delaware limited liability company, dated May 3, 2017, recorded May 10, 2017, in Volume 1206, Page 128, Chester County, South Carolina, as amended by Affidavit Relating to Title dated April 17, 2018, recorded June 13, 2018, in Volume 1243, Page 198, aforesaid records.

**Tax Map No. 098-00-00-076-000**

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee in Lieu of Tax and Incentive Agreement effective February 21, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); IKO Glass Fiber Inc.; and IKO Mat Tech Inc. (collectively, “Company”).

**1. Joinder to Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Agreement; (b) acknowledges and agrees that (i) in accordance the Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Agreement.

**2. Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Agreement.

**3. Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

**4. Notice.** Notices under Section 9.03 of the Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

**[JOINING COMPANY]**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Agreement effective as of the date set forth above.

**IKO GLASS FIBER INC.,**  
**a Delaware corporation**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IKO Mat Tech Inc.,  
a Delaware corporation**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the Agreement effective as of the date set forth above.

**CHESTER COUNTY, SOUTH CAROLINA**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**FORM OF ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION**

**ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of IKO Glass Fiber Inc. (“IGF”), do hereby certify in connection and in compliance with Section 3.02(d) of the Fee in Lieu of Tax and Incentive Agreement, effective February 21, 2023 (“Agreement”), by and among Chester County, South Carolina (“County”); IGF; and IKO Mat Tech Inc. (“IMT,” with IGF, collectively, “Company”) (“Agreement”), and South Carolina Code Annotated Sections 4-1-175 and 12-44-70, as follows:

(1) As of the date hereof, the aggregate amount of investment in qualifying infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(2) The Special Source Credit for the \_\_\_\_\_ tax year is calculated as follows:

	IGF	IMT
Tax Bill	[\$●]	[\$●]
Special Source Credit Percentage	[●]%	[●]%
Special Source Credit	[\$●]	[\$●]

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2023-4

**AN ORDINANCE TO REPEAL CHESTER COUNTY CODE §46-202 ENTITLED “STREET LIGHTING”**

**WHEREAS**, Chester County Council has determined it is necessary to repeal a section of the Chester County Code; and

**WHEREAS**, Chester County Council is empowered by the provisions of S.C. Code Ann. §§44-55-1010, *et seq.*, and S.C. Code Ann. §4-9-35, as amended (the “Enabling Acts”), to enact ordinances relating to the management of the County in accordance with existing laws, policies and regulations; and

**WHEREAS**, the County enacted Ordinance §46-202 as an ordinance meant to only fund street lighting County-wide when fiscally possible; and

**WHEREAS**, the Ordinance states with specificity, *The county shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area*; and

**WHEREAS**, the County wishes to provide operational funding for street lighting in certain designated areas; and

**WHEREAS**, in the interest of this purpose, Chester County Council has determined that §46-202 should be repealed and reissued as a new ordinance to express the desire of this Council; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY REPEALED:**

Chester County Council does hereby determine that Chester County Code §46-202 does not reflect the wish of this Council and is hereby repealed in its entirety.

This repeal of this Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Joseph R. Branham  
Chair, Chester County Council

Attest:

By: \_\_\_\_\_  
Karen Lee, Clerk to County Council  
Chester County, South Carolina

First Reading: 1-17- 2023  
Second Reading: 2-6- 2023  
Public Hearing: 2-21 2023  
Third Reading: 2-21-2023

Chester County, South Carolina



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2023-5

**AN ORDINANCE TO ENACT CHESTER COUNTY CODE ENTITLED “STREET LIGHTING”**

**WHEREAS**, Chester County Council has determined it is necessary to enact a new section of the Chester County Code; and

**WHEREAS**, Chester County Council is empowered by the provisions of S.C. Code Ann. §§44-55-1010, *et seq.*, and S.C. Code Ann. §4-9-35, as amended (the “Enabling Acts”), to enact ordinances relating to the management of the County in accordance with existing laws, policies and regulations; and

**WHEREAS**, the County repealed Ordinance §46-202 as an ordinance meant to only fund street lighting County-wide when fiscally possible; and

**WHEREAS**, the Ordinance states with specificity, *The county shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area;* and

**WHEREAS**, the County wishes to provide operational funding for street lighting in certain designated areas; and

**WHEREAS**, in the interest of this purpose, Chester County does hereby adopt the following:

*The county shall provide street lighting on highways, streets, or roads as determined appropriate by Chester County Council during a duly called meeting and with*



*a unanimous vote for such provision. The County shall ensure adequate funds are appropriated at that time and for future funding. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area; and*

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ENACTED:**

*The county shall provide street lighting on highways, streets, or roads as determined appropriate by Chester County Council during a duly called meeting and with a unanimous vote for such provision. The County shall ensure adequate funds are appropriated at that time and for future funding.*

This enactment of this Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joseph R. Branham  
Chair, Chester County Council

Attest:

By: \_\_\_\_\_  
Karen Lee, Clerk to County Council  
Chester County, South Carolina

First Reading: \_\_\_\_\_, 2023

Second Reading: \_\_\_\_\_, 2023

Public Hearing: \_\_\_\_\_, 2023

Third Reading: \_\_\_\_\_, 2023

Chester County, South Carolina



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2023-7

**AN ORDINANCE TO AMEND COUNTY COUNCIL RULES OF PROCEDURE  
SECTION 2-59 APPEARANCES BY CITIZENS**

**WHEREAS**, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

**WHEREAS**, Chester County is interested in the comments and concerns of the citizens of the County and wishes to provide appropriate time and venue while continuing to conduct proper and timely meetings; and

**WHEREAS**, the County Council wants to provide appropriate opportunities for all opinions of citizens; and

**WHEREAS**, the amendment to this section of the County Council Rules of Procedure will ensure these opportunities.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:**

Chester County Council does hereby adopt the amendment to Section 2-59 *Appearances by Citizens* of the Chester County Council Rules of Procedure, as shown in Exhibit A, attached and incorporated by reference herein.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joseph R. Branham  
Chair, Chester County Council

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Chester County, South Carolina

First Reading: \_\_\_\_\_, 2023  
Second Reading: \_\_\_\_\_, 2023  
Public Hearing: \_\_\_\_\_, 2023  
Third Reading: \_\_\_\_\_, 2023

Chester County, South Carolina

## EXHIBIT A

### Sec. 2-59. - Appearance by citizens.

- (a) A register for any person wanted to be heard during the regular council meeting shall sign a sign in sheet that will be placed in the hall outside the Council chambers prior to each of Council's regularly scheduled meetings. T
- (b) Each request must give the name and address of the person appearing, address and telephone number and the subject matter. Anyone needing assistance to sign up should contact the Clerk prior to the meeting. Materials that are to be distributed to the Council for the subject matter must be given to the Clerk for dissemination to the Council. There shall be three separate sign in sheets: For matters of controversy, there will be a sign in sheet for those wishing to speak in favor of a matter and a sign in sheet for those who wish to speak against the same matter. A third sign in sheet shall be available for anyone who wishes to speak on a different topic other than the matter of controversy. The sign in sheet will be taken up two (2) minutes before the call to order and will be given to the Chair or in the absence of the Chair, to the Vice Chair.
- (c) In matters of controversy, the Chair or in the absence of the Chair, the Vice Chair shall call the first five (5) speakers who are there to speak in favor of a matter and the first five (5) speakers who are there to speak against the same matter. Speakers will be allowed approximately three minutes and the Chair will alternate each speaker from the "in favor" list and the "against" list. The Chair or in the absence of the Chair, the Vice Chair, may at their discretion, ask if there is anyone else who is signed up and would like to speak on the same subject but has another comment not already vocalized.
- (d) Where an individual has signed up to speak on a subject that is not the subject of debate that evening, that individual shall be heard following the matter of controversy. They shall be afforded the same three minutes as any other speaker.
- (e) If a presentation should be made on behalf of an organization or group of persons, the organization or group will designate one spokesman to make the presentation on behalf of that particular group or organization.
- (f) Once an individual or the spokesman for a group concludes his presentation or comments, he shall be seated, and no person other than a member of the council will be recognized to make any statement on such matter unless requested to do so by the council or by any member of the council through the chair.
- (g) Appearances shall be scheduled following the approval of the minutes as shown on the published agenda.
- (h) Citizens will address Council and will not be permitted to engage in a debate between Council, staff, or other citizens.

- (i) This procedure shall not be applicable to petitioners, representatives of the news media, nor shall it apply to council staff members or other county employees who may be recognized by the chair for questions and comments relating to the business of the council.
- (a) Professional decorum and courtesy is expected of all speakers.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

Ordinance No. 2023-8

**AN ORDINANCE TO AMEND CHESTER COUNTY CODE OF LAWS  
CHAPTER 6, ANIMALS**

**WHEREAS**, Chester County has the authority under S.C. Code §4-9-30 to adopt ordinances and to promulgate rules and regulations pertaining to its government and affairs, and to review interpret and amend its ordinances, rules and regulations; and

**WHEREAS**, Chester County Council is empowered by the provisions of S.C. Code S.C. Code Ann. §4-9-30(5), as amended to enact ordinances and policies relating to the management of the County in accordance with existing laws, and regulations; and

**WHEREAS**, the amendment to Chapter 6 of the Chester County Code of Ordinances is necessary to provide stronger enforcement tools and enhancement to services offered to citizens for animal control.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL FOR CHESTER COUNTY, SOUTH CAROLINA, DULY ASSEMBLED THAT THE FOLLOWING ORDINANCE IS HEREBY ADOPTED:**

Chester County Council does hereby adopt the amendment to Chapter 6, *Animals* of the Chester County Code of Ordinances, as shown in Exhibit A, attached and incorporated by reference herein.

This Ordinance shall be effective upon adoption by the Chester County Council on the date of the final reading approval.

Enacted and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

CHESTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Joseph R. Branham  
Chair, Chester County Council

Attest:

By: \_\_\_\_\_

Clerk to County Council  
Chester County, South Carolina

First Reading: \_\_\_\_\_, 2023

Second Reading: \_\_\_\_\_, 2023

Public Hearing: \_\_\_\_\_, 2023

Third Reading: \_\_\_\_\_, 2023

Chester County, South Carolina

- -Chapter 6 - ANIMALS<sup>[1]</sup>

**Footnotes:**

--- (1) ---

**State Law reference**— Authority to provide for public health, safety, police protection and sanitation, S.C. Code 1976, § 4-9-30(5); authority to provide for control of dogs and other domestic pets, S.C. Code 1976, § 47-3-20; rabies control, S.C. Code 1976, § 47-5-10 et seq.

## **ARTICLE I. - IN GENERAL**

**Secs. 6-1—6-18. - Reserved.**

## **ARTICLE II. - ANIMAL CONTROL**

**Sec. 6-19. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- **ABANDONMENT.** A situation in which an owner or keeper does not transfer ownership, deserts, forsakes, and intends to give up absolutely an animal without securing another owner or without providing for adequate food, water, shelter, care, or humane disposal of an animal.
- **ADEQUATE FOOD.** Food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight.
- **ADEQUATE SHELTER.** An enclosed, weatherproof structure that is manufactured or constructed expressly for housing a dog or cat that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather (enclosed structure). The enclosed structure must be free of urine and fecal matter and provide space for the animal to stand, turn, and lay down. It must be accessible to an animal and be of sufficient size and nature so as to provide the animal with adequate protection from the sun, heat, cold, or rain. The enclosed structure must be elevated off the ground of sufficient height to keep water, snow, or ice from entering it. In addition to the enclosed structure, a dog or cat must have access to enough natural or artificial shade to cover the animal between the hours of 11:00 a.m. and 3:00 p.m. from insulation, such as shavings or straw, from November 1 through March 1. Examples of unacceptable shelter include



but are not limited to: underneath or inside motor vehicles, garbage cans, cardboard boxes, plastic or metal barrels, animal transport crates or carriers; metal wire interior kennels or under houses, structures, decks, outside steps or stoops.

- **ALTERED ANIMALS.** Any animal which has been surgically sterilized by a licensed veterinarian to eliminate reproduction.
- **ANIMAL.** A living vertebrate creature except a homo sapiens.
- **ANIMAL CONTROL OFFICER.** A person employed by the county as an enforcement officer for the provisions of this chapter; provided, however that no animal control officer shall have the power or authority to issue an ordinance summons unless commissioned as a code enforcement officer as provided in S.C. Code § 4-9-145, as amended.
- **ANIMAL HOARDING.**
  - (1) Collecting animals and failing to provide them with humane or adequate care;
  - (2) Collecting dead animals without proper disposal; or
  - (3) Collecting, housing, or harboring animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept or to the animals or residents of adjacent property.
- **ANIMAL RESCUE GROUP.** An unincorporated or nonprofit organization existing for the purpose of prevention of cruelty to animals and whose purpose is to rescue and rehome animals that cannot be adopted by the animal shelter due to medical, behavioral, holding time limits or other reasons as determined by animal shelter personnel as provided in S.C. Code § 47-3-60.
- **ANIMAL SHELTER.** Any premises so designated by County Council for the purpose of impounding or harboring, caring for, adoption or euthanasia of seized, stray, homeless, abandoned, or unwanted dogs and cats.
- **AT LARGE.** Any domestic or domesticated animal is deemed to be running “at large” when it is off the property of its owner and not under physical restraint or control of the owner or keeper by means of a leash, cage or other effective device which restrains and controls the animal.
- **CAT.** A domestic feline of either sex, except a free roaming cat.
- **DOG.** A domestic canine of either sex.
- **EXPOSURE TO RABIES.** The circumstance in which any person or animal has been bitten by or exposed to any animal known or suspected to have been infected with rabies. This determination shall be made by the health department, animal control officer or a licensed veterinarian.
- **FREE ROAMING CAT.** Any friendly or feral cat without an identifiable owner and home. A free roaming cat may receive care from one or more residents in the community who do not claim ownership of the cat.

- **KEEPER.** Any person feeding, harboring, sheltering, having charge of or taking care of any animal for such a period of time as to constitute responsibility for that animal.
- **LIVESTOCK.** Domesticated equine, bovine, sheep, goats, swine, and fowl.
- **MALTREATMENT.** Ill-treatment of animal generally. Whoever knowingly or intentionally overloads, overdrives, overworks, ill-treats any animal, deprives any animal of necessary sustenance or shelter, inflicts unnecessary pain or suffering upon any animal, or by omission or commission knowingly or intentionally causes these things to be done.
- **ANIMAL MICROCHIP-** is an identification chip, embedded under an animal's skin. This chip is around the size of a grain of rice, measuring in at approximately 25 millimeters in length and two millimeters in width. Standard microchips are a 15-digit traceable number.
- **OWNER.** A person 18 years or older who:
  - (1) Has a property interest in an animal.
  - (2) Keeps or harbors an animal or who has an animal in the person's care or acts as its custodian.
- (3) Permits an animal to remain on or about any premises occupied by the person; or
- (4) Provides care, shelter, or nutrition to an animal or group of animals, excepting such care, shelter, or nutrition provided on a temporary basis until such time as an animal control officer or rescue group representative can retrieve the animal/group of animals.
- **PERSON.** An individual, a trust, a firm, a joint stock company, a corporation including a government corporation, a partnership, an association, a municipality, a commission, or a political subdivision of this or another state. (See S.C. Code §47-4-20)
- **PUBLIC NUISANCE.** Any animal chasing vehicles or pedestrians, damaging property other than that of the owner or behaving in a manner which disturbs the rights of, threatens the safety of or injures a member of the general public, carries a communicable disease dangerous to other animals or humans; or has a known history of biting or attacking people or other animals or any person maintaining property that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property.
- **RESTRAINT.** The act of keeping a dog which is under the immediate physical control of a person capable of restraining the animal, by means of a collar and leash, or by passive means of control, such as by a fence, kennel, or other confinement device.

- **SECURE ENCLOSURE.** Any fenced or otherwise enclosed area suitable for properly restraining an animal and for prohibiting that animal from coming into contact with people and/or other animals.
- **SPAYED FEMALE.** Any female dog or cat which has been surgically sterilized by a licensed veterinarian to eliminate reproduction.
- **NEUTERED MALE** Any male dog or cat which has been surgically sterilized by a licensed veterinarian to eliminate reproduction
- **STRAY.** Any domestic or domesticated animal, except a free roaming cat, found wandering at large or abandoned in the public ways or on the lands of any person other than its owner.
- **SUSTENANCE.** Adequate food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight. (See S.C. Code § 47-1-10)
- **TETHER.** A rope, leash, cable, or other device that attaches to a single swivel point.
- **VICIOUS DOG.** Any dog evidencing an abnormal inclination to attack persons or animals without provocation. This definition is not mutually exclusive of the definition of **DANGEROUS ANIMAL.**
- **WATER.** Adequate water provided with constant access to a supply of clean, fresh, provided in a suitable manner for the species. (See S.C. Code § 47-1-10)
- **WORKING ANIMAL.** means an animal used in the performance of a particular set of tasks, while used in such a capacity. Examples include but not limited to, seeing eye dogs, licensed service dogs and dogs used to control a farmer's flock or herd.

**Sec. 6-20. - Enforcement; Interference unlawful.**

(A) The provisions of this chapter shall be enforced in the unincorporated areas of Chester County and any municipal area adopting the provisions, mutatis mutandis.

(B) Under S.C. Code § 4-9-145, Animal Control Officers may be appointed and commissioned by the Chester County Council to enforce all sections under this chapter and any other applicable state law and may exercise their powers on all private and public property within the unincorporated area of Chester County.

(C) Animal Control Officers who are commissioned by the County Council are authorized and empowered to issue written warnings or uniform ordinance summons to enforce any section of this chapter in the unincorporated area of Chester County. Any violator of this chapter may also be charged under any relevant state law under S.C. Code Title 47.

(D) No person shall interfere with, hinder or molest any Animal Control Officer in the execution of that officer's duties or release or take out of impoundment any animal from an animal control vehicle, animal trap, cage or the animal shelter.

(E) Nothing in this chapter shall be construed to prevent sheriff's deputies or law enforcement officers of any kind from enforcing any of the sections of this chapter or from exercising their authority as law enforcement officers.

(Code 1998, § 6-102)

### **Sec. 6-21. - Rabies control; Display of Inoculation Tag.**

The animal control department shall enforce and assist other agencies in the enforcement of the provision. The following rules and regulations concerning rabies control shall apply to the areas of the county that have been placed under the jurisdiction of this chapter:

s S.C. Code 1976, §§ 47-5-10—47-5-200, requiring inoculation and rabies control measures.

(A) Whenever a dog or cat is affected by rabies or suspected of being affected by rabies or has been bitten by an animal known or suspected to be infected with rabies, the owner or keeper of the dog or cat or any person having knowledge thereof shall forthwith notify the animal control officer or the health department stating precisely where the animal may be found.

(B) The animal control officer shall immediately inform the health department upon receipt of any information concerning an animal bite or a possible animal bite.

(C) The animal control officer, in conjunction with the health department, shall arrange for the supervised confinement of any dog or cat which has bitten a person. The confinement may be on the premises of the owner if the owner will sign a DHEC agreement assuming total responsibility for the safe confinement of the pet or other animal or the confinement may be at the county animal shelter with the current impoundment and boarding fees charged, or the dog or cat may be confined at a private animal shelter or a veterinary hospital at the owner's expense.

(D) Any dog or cat which has bitten a person must be confined for a period of at least ten days. The health department or the animal control officer shall be permitted by the owner or keeper of the dog or cat to examine the same at any time and daily if desired within the ten-day period of confinement to determine whether the animal shows symptoms of rabies. No person shall obstruct or interfere with the animal control officer or the health department in making the examination.

(E) In the case of an animal other than a dog or cat which has scratched or bitten a person, the health department shall serve notice upon the owner of that animal that the owner shall have the animal euthanized immediately and have the brain submitted for rabies examination.

(F) The health department shall serve notice in writing upon the owner of a dog, cat or other animal known to have been bitten by an animal known or suspected of being affected by rabies requiring the owner to confine the animal for a period of not less than six months except those animals properly treated with anti-rabies vaccine shall be confined for a period of not less than three months.

(G) No person shall kill, or cause to be killed any dog, cat or other animal, that is suspected of having been exposed to rabies or which has bitten a person, nor remove the animal from the jurisdiction of the county without written permission of the health department. An exception to the preceding requirement is in any circumstance in which there exists the possibility of the animal escaping or being involved in an additional biting incident in which case the animal is to be killed and the health department notified immediately.

The following rules and regulations governing the inoculation of dogs and cats shall be applicable:

(1) Every owner of a dog or cat shall have the animal inoculated against rabies and require the animal to wear a rabies vaccination tag on a collar or harness.

(2) A State Board of Health certificate of animal rabies vaccination will be issued by a licensed veterinarian for each animal stating the name and address of owner, the name, breed, color and markings, age and sex of the animal and the veterinary or pharmaceutical control number of the vaccination. One copy of the certificate shall be given to the owner, and one copy shall be retained by the person administering the vaccine.

(3) With the issuance of the certificate, the veterinarian shall also furnish the owner with a serially numbered metal rabies vaccination tag bearing the same number and year as the certificate. The metal rabies vaccination tag shall bear the name of the veterinarian who administered the vaccination.

(4) The rabies vaccination tag issued by the veterinarian shall at all times be attached to a collar or harness worn by the animal for which it was issued and any animal not having a proper rabies inoculation license tag attached may be subject to impoundment.

(5) The owner shall have a valid certificate of rabies immunization readily available for inspection by competent authority.

(6) In the event that a rabies vaccination tag is lost, the owner will obtain a duplicate tag without delay.

(7) A certificate of rabies immunization issued by a licensed veterinarian from another state will be accepted as valid evidence of inoculation provided it is less than one year old

(Code 1998, § 6-103)

**State Law reference**— Mandatory inoculation against rabies, S.C. Code 1976, § 47-5-60.

## **Sec. 6-22. – Impoundment of animals running at large.**

**(Code 1998, § 6-104)**

(A) It shall be unlawful for the owner or keeper of any dog or livestock to willfully or negligently permit any such animal to run at large beyond the limits of his or her own land or the lands leased, occupied or controlled by him.

(B) It is unlawful pursuant to the provisions herein for any dog or cat owner or other keeper of a dog or cat to:

(1) Keep a dangerous or unruly dog unless under restraint, as defined herein under § 6-59, so that the dog cannot reach persons not on land owned, leased, or controlled by him or her;

(2) Release or take out of impoundment or quarantine without proper authority any dog or cat or resist county or municipal shelter personnel engaging in the capture and impoundment or quarantine of a dog or quarantining of a cat;

(3) Any person who violates the provisions of this section § 6-22 (B), is guilty of a misdemeanor and must be fined \$50 for a first offense and not to exceed \$500.00 for each subsequent occurrence thereafter.

(C) Whenever any domestic animals shall be found upon the lands of any person other than the owner or manager of the animals, the owner of the trespassing stock shall be liable for all damages sustained and for the expenses of seizure and maintenance. The damages and expenses shall be recovered, when necessary, by action in any court of competent jurisdiction, and the trespassing stock shall be held liable for the damages and expenses, in preference to all other liens, claims or encumbrances upon it. (See S.C. Code § 47-7-130)

(D) Any freeholder or tenant of land, his or her agent or representative, may seize and hold possession of any stock which may be trespassing upon his or her premises, and as compensation for the seizure may demand of the owner of every such horse, mule, ass, jennet, bull, ox, cow, calf, swine, sheep, goat, or other animal not herein named, just damages for injuries sustained. The claim shall, when possible, be laid before the owner of the trespassing stock within 48 hours after seizure of the stock. (See S.C. Code § 47-7-140)

(E) In case the claim shall not be amicably or legally adjusted and the trespassing stock recovered by the owner within 12 hours after the receipt of the notification, the owner shall further become liable in a sum sufficient to cover the maintenance and care of his or her stock up to the time of its removal, but the owner shall be entitled to recover immediate possession of his or her stock on due execution of the bond to cover expenses and claimed damages as any magistrate shall decide to be good and sufficient. (See S.C. Code § 47-7-150)