

The State of South Carolina, Charter. Secretary of State, to
 Executive Department. Briggs-Browning Bonded Warehouse.

Whereas W. D. Browning and W. A. Briggs both of Greenville, S. C., a majority of the Board of Directors of "Briggs-Browning Bonded Warehouse", a corporation created under the laws and pursuant to the laws of South Carolina, by certificate issued by the Secretary of State on the Fifth day of November A. D. 1902, have certified over their signatures resolutions, authorizing in behalf of the aforesaid Corporation to change the name of said Corporation to "Briggs-Jennings Bonded Warehouse" (authorizing and set forth in the certificate aforesaid) which resolutions were adopted pursuant to the law at a meeting of the stockholders of the aforesaid Corporation of which thirty days published notice was given stated the purpose of the aforesaid meeting and further that said Resolutions were adopted by a majority vote and that in all respects there has been complied with provisions of Section 1889 Code of laws of South Carolina, 1902 and all amendments thereto.

Now therefore I, J. T. Gantt Sec. of State by virtue of the authority in me vested in by Chap. XLVII of the Code of the laws of South Carolina, 1902 and amendments thereto, and all acts or parts of acts made thereto enabling do hereby certify that the requirements of law of said amendments have been complied with and for the good and sufficient reasons to me appearing do hereby certify that the charter of the aforesaid Company has been amended.

Given under my hand and the seal of the state at Columbia this 1st day of July 1905 the year of Our Lord one thousand nine hundred and five and in the one hundred and 29th year of the Independence of the United States of America.

J. T. Gantt.

Seal of South Carolina.

Secretary of State.

Recorded July 5th, 1905.

Agreement Lemal Davis and His Wife, and

W. P. Chiles.

This Agreement, made this 22 day of Jan. 1905 by and between Lemal Davis and his wife Nancy Davis of Greenville Post office R. F. #6 Greenville County State of South Carolina, party of the first part, and W. P. Chiles of Greenville County, State of South Carolina, party of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum one dollar to in hand paid by the party of the second part, receipt of which is hereby acknowledged, and in consideration of the rents, covenants and agreements hereinafter mentioned, on the part of the party of the second part, his heirs, executors, administrators and assigns to be paid, kept and performed, do hereby grant and convey to the party of the second part, his heirs, executors, administrators and assigns, for the term of five years (from the 22 day of Jan. 1905) all the mineral and mining rights to in and upon the lands hereinafter described, including the rights of ingress and regress for himself, his heirs and assigns and his or their agents and servants, together with his or their tools, wagons, machinery and all things else which he or they may require for mining purposes on the said lands, or for the purpose for digging, mining, purifying, concentrating, converting and removing any or all mineral substances in upon or under the said lands, and full and exclusive right to carry any or all of the aforesaid operations on said lands; also the use of all water, the right to make ditches, dams, reservoirs, and to lay water pipes or conduits, to construct, erect, and maintain upon the said lands or to remove from the same, such shops, buildings, machinery and appurtenances as may be necessary or desirable in the prosecution of said work or of preparing for the market by mechanical or chemical processer or otherwise any of the mineral products found on the said lands or elsewhere and the right so to prepare on the said lands the mineral products aforesaid; also the free use of such timber as may be needed for dams and for fire and for drying purposes, and the right to construct such as he or they may find desirable upon or across said lands and the free and undistributed control of so much of the said lands as may be necessary for the proper conduct of the operation aforesaid.

And the party of the first part for their selves their heirs, executors, administrators and assigns, hereby release the said party of the second part, his heirs, executors, administrators and assigns from all claims for damage to the said lands caused by any of the operations aforesaid. Party of the second part agree to give fifteen dollars per ton of Monazite.

And the party of the second part, in consideration of the right herein granted and of the sum of one dollar to him in hand paid by the party of the first part, the receipt of which is hereby acknowledged hereby agrees for himself, his heirs, executors, administrators and assigns, to pay or cause to be paid as compensation for the rights here in granted by the party of the first part, a royalty at the rate of fifteen dollars per ton of 2000 lbs. for all pure Monazite removed from the said lands, said royalty to be paid to Lemal Davis.

It is further agreed for the consideration aforesaid, that if mining are not begun on said lands (or 6 months from the date here of, or if they are suspended for more than 6 months) then these presents and every thing contained therein here in shall cease and be forever null and void.

The lands are described as follows:

20 acres more or less and being on the naked waters of the stream known as the mining lands of Meris Vaughn and Richard Davis.

The party of the first part for in consideration aforesaid hereby covenant that he will not in any way interfere with the party of the second part in the exercise of all the mineral rights herein granted and that he will not in any way interfere with the party of the second part in the exercise of all the mineral rights herein granted.