

II.

That certain Agreement between all the parties hereto dated September 7, 1962, and mentioned the foregoing Power of Attorney, is hereby terminated, effective on and after January 28, 1966, and voided as to any future operation and effect of whatsoever kind and nature. No purchaser, lender or other party dealing in any manner with any property, real or personal, of whatsoever kind and nature, of the First and Second Parties shall in any manner take the same subject to any claim, demand, debt, commission or cause of action of any kind or nature in favor of the Third and Fourth Parties, or be required to see to the application of the proceeds thereof toward the payment of the same unless such debt, claim, demand, commission or cause of action shall have been reduced to a lien or written agreement then and theretofore appearing of public record in Greenville County, South Carolina.

III.

The Third and Fourth Parties have upon the execution of this Termination Agreement transferred, sold, granted and assigned and revested, title, ownership and possession in the First and Second Parties of all properties, both real and personal, which were originally contributed by them under said Agreement or acquired in the course in dealing under said Agreement by Frank E.R. Siena, as Attorney in Fact and/or Trustee for all the parties. Title and ownership of any of the aforementioned properties originally contributed by Virginia P. Bannon shall be deemed to have been revested in her in the proportion of ownership as the same existed on September 7, 1962, and title and ownership of all other properties shall be deemed to have revested in James G. Bannon.

IV.

Any trust or trusts which may have been created by the terms and conditions of the aforesaid Agreement are hereby revoked and rescinded by the undersigned parties as all the settlers, beneficiaries, and trustees thereof.

V.

The terms and conditions of this Termination Agreement shall inure to the benefit of, and become binding upon the undersigned parties, their heirs, assigns, successors, executors and administrators. Any purchaser, lender or other party dealing in any manner with any property the subject of this Termination Agreement may rely upon the terms and conditions hereinabove set forth and shall not be under any duty to inquire into the terms and conditions of any other agreement or agreements now existing between the undersigned.