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POWER OF ATTORNEY

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that I, **EDGAR A. HOLMES**, the undersigned, of Shelby County, Tennessee, do hereby make, constitute, and appoint my wife, **LINDA L. HOLMES** of Shelby County, Tennessee, as my true and lawful attorney in fact for me and in my name, place, and stead, on my behalf, and for my use and benefit.

1. To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;

2. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, tangible and intangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become, owned by, or due, owing, payable, or belonging to, me or in which I have or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute and deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;

3. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper.

4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;

5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

6. To make, receive, sign, endorse, execute, acknowledge, deliver and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, security agreements,

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bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

7. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or her substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

8. This instrument is to be construed and interpreted as a general Power of Attorney. The enumeration of specific items, rights, acts, or powers herein is not intended, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney in fact.

9. I hereby incorporate by reference all the powers conferred in T.C.A. 34-6-109 on my Attorney in Fact.

10. The rights, powers, and authority of said attorney in fact herein granted shall commence and be in full force and effect on the 16 day of February, 2011, and shall remain in full force and effect until the death of grantor.

11. This Power of Attorney shall not be affected by the subsequent mental or physical disability or incapacity of the grantor and is specifically executed with the intent that should the grantor become physically or mentally disabled or incapacitated that this Power of Attorney shall remain in full force and effect and not be affected thereby, all in accordance with the provisions of T.C.A. 34-6-101, The Uniform Durable Power of Attorney Act, or as such statute is hereinafter amended or modified.

WITNESS my hand, this 16 day of February 2011.

Edgar A. Holmes

STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, the undersigned Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared **EDGAR A. HOLMES**, with whom I am personally acquainted, and who, under oath, stated that he signed the foregoing Power of Attorney as his free act and deed.

WITNESS my hand and Notarial Seal at Office, this 16th day of February, 2011.

Cecile M. Maudlin
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
FEBRUARY 11, 2011

