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MAY 01 2015

SC Court of Appeals

Ms. Allen -

Please find enclosed documents we discussed this morning by phone -

1. Certificate of Counsel for "Final Brief"
2. Certificate of Service of The Above
3. My Power of Attorney for James II.

Thank you

Doug Jinsley

864-269-2890

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MAY 01 2015

SC Court of Appeals

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STATE OF SOUTH CAROLINA (GENERAL DURABLE
COUNTY OF GREENVILLE (POWER OF ATTORNEY

PRINCIPAL: James D. Tinsley II

ATTORNEY IN FACT: James D. Tinsley Sr.

KNOW ALL MEN BY THESE PRESENTS, that I, James D. Tinsley II, the above shown Principal, of Greenville County, South Carolina, have made, constituted, and appointed, and by these presents do make, constitute and appoint James Douglas Tinsley Sr, the above named Attorney in Fact, of 1004 S. Welcome Road, Greenville, Greenville County, South Carolina, (hereinafter referred to as "my attorney") my true and lawful Attorney for me and in my name, place and stead to do the following acts and to exercise the following powers, and I intend that, subject to the definitions hereinafter contained, the same be construed in the broadest possible manner:

(1) To endorse any and all checks, drafts or vouchers, and to cash the same or deposit their proceeds; to sign and issue checks on any bank account in my name; and to make, execute and deliver, cancel, modify, buy, sell, exchange, pledge, or otherwise acquire or dispose of any tangible or intangible property of mine by means of any type instrument necessary or advisable to accomplish the same.

(2) To manage, operate, protect and conserve all securities, properties, intresrs and investments owned by me; to collect, hold or pay out or otherwise deal with the income therefrom or the principal thereof;

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DATE FEB 29 2008
CERTIFIED TO BE A TRUE AND CORRECT COPY
OF DOCUMENT FILED IN THIS OFFICE
James D. Tinsley Sr
REGISTERED CLERK
GREENVILLE COUNTY, SC

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(3) To assign and transfer upon the books of any municipality, corporation, association or company any stocks, bonds or other securities which are not or may hereafter be registered in my name.

(4) To vote in person or by proxy at corporate or other meetings and to effect, participate in or consent to any reorganization, merger, voting trust or other action affecting any securities which I now or hereafter own, or the issuers thereof, and to make payments in connection therewith.

(5) To enter into, perform, modify, extend, cancel, compromise or otherwise act with respect to any contract of any sort whatsoever.

(6) To procure insurance against any and all risks affecting property or persons, and against liability, damage or claim of any sort; to alter, amend, extend or cancel such insurance.

(7) To borrow money in such amounts, for such periods and upon such terms as my Attorney shall deem proper and to secure any loan by the mortgage or pledge of any property of mine.

(8) To pay any amount that may be owing at any time by me upon any contract, instrument or claim; to deliver or convey any tangible or intangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.

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(9) With respect to any account in my name or in any other name for my benefit with any broker, bank, savings and loan association, credit union or trust company, to make deposits therein and withdrawals therefrom whether by check or otherwise, and to open, to continue and to close such accounts or any similar account.

(10) To receive payment of any indebtedness due me or any money coming to me, and to receive payment of dividends, interest and principal, and to give receipts, releases and acquittances therefor.

(11) To open and have free access to any lockbox to which I have access, and to all the contents thereof.

(12) To buy, sell, exchange, mortgage, encumber, lease or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties; to partition real property, to manage real property, and to repair, alter, renovate, improve, remodel, erect or tear down any building or other structure or part thereof.

(13) To make, execute and deliver, or to revise or obtain, any lease, indenture of lease or contract for lease of any real property and any assignment of lease or indenture of lease and consent to the assignment thereof, for such periods of time, and with such provisions for renewals, conditions, agreements and covenants as my Attorney shall deem proper; and to amend, extend, modify or cancel any of the terms, covenants, or conditions, including covenants to pay rent, of any lease, indenture of lease and contract to lease, whether heretofore or

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hereafter made, and to cancel, surrender and accept the surrender of any lease, indenture of lease, and contract of lease.

(14) To purchase or otherwise acquire any note, bond, mortgage or stock, to assign, transfer, modify, extend or satisfy any such instrument now or hereafter held by me or in which I have any interest upon such terms as my Attorney shall deem proper.

(15) To receive any legacy, bequest, gift or transfer of real property or of tangible or intangible personal property and to give full receipt and acquittance therefor; to approve accounts of any business, estate, trust, partnership, or other transaction whatsoever and to enter into any compromise and release in regard thereto.

(16) To employ nurses and doctors, attorneys-at-law, domestic servants, agents and others, and to remove them and to appoint others in their place, and to pay and allow to them for their services such salaries, wages or other remuneration as my Attorney shall deem proper.

(17) To assert, defend, compromise, acquire or dispose of or otherwise deal with any claim, either along or in conjunction with other persons, relating to me or any property of mine or any other person, to any government, or any estate of a deceased person or any incompetent person, or any trust whether created by will of a deceased person or instrument of a living person, or property of whatsoever nature; to institute, prosecute, defend, compromise, or otherwise dispose of, and to appear for me in, any proceedings at law or in equity or otherwise before any tribunal for the enforcement or for the

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defense of any such claim, and to retain, discharge and substitute counsel and authorize appearance of such counsel to be entered for me in any such action or proceeding.

(18) To arbitrate any claim in which I may be in any manner interested, and for the purpose to enter into agreements to arbitrate, and either through counsel or otherwise to carry on such arbitration and perform or enforce any award entered therein.

(19) To prepare, execute, verify and file in my name and on my behalf any and all types of tax returns, amended returns, declaration of estimated tax, report protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, or petition, including petition to the Tax Court of the United States, in connection with any tax imposed or purported to be imposed by any government, or claimed, levied or assessed by any government, and to pay any such tax and to obtain any extension of time for any of the foregoing; to execute waivers or consents agreeing to a later determination and assessment of taxes that is provided by any statute of limitations; to execute waivers of restrictions on the assessment and collection of deficiency in any tax; to execute closing agreements and all other documents, instruments and papers relating to any tax liability of mine of any sort; to institute and carry on either through counsel or otherwise any proceeding in connection with contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise or other adjustments or disposition

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of any tax.

(20) To make any reports of information of any sort whatsoever to any government as required by law or regulation.

And generally to transact all my business affairs and interests including reimbursement of my Attorney for all costs and expenses related to such affairs and interests and payment to my Attorney of a reasonable fee for services rendered, as fully and completely as I myself might do if personally present; and to do any and all acts and things which my Attorney shall deem useful, necessary or proper in order to do any of the foregoing acts or to carry out any of the foregoing powers. My Attorney shall have full power of substitution and revocation, and such substitution or revocation may relate to, or be limited to, any one or more or all of the foregoing acts or powers, or limited as to time or in any respect as my Attorney shall deem proper.

In view of the fact that situations may arise under this General Durable Power of Attorney in which my Attorney in fact will occupy from a legal standpoint position in which a conflict of interest is either real or apparent, I hereby declare that the existence of any conflict of interest of whatever nature and however arising shall not in any manner limit any of the powers herein conferred upon my Attorney and he may perform any act which he is authorized to perform under this General Durable Power of Attorney, notwithstanding any such conflict of interest. I do hereby ratify and confirm all things so done by my said Attorney, within the scope of the authority herein given, as fully and to the same extent as if me personally done and performed.

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This General Durable Power of Attorney shall not be affected by physical disability or mental incompetence of the Principal, which renders the Principal incapable of managing his or her own estate.

All acts done by my Attorney pursuant to this General Durable Power of Attorney during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind the Principal's heirs, devisees, legatees, and personal representatives as if the Principal were mentally competent and not disabled. My Attorney shall have a fiduciary relationship with the Principal and shall be accountable and responsible as a fiduciary.

This General Durable Power of Attorney shall remain in full force and effect until the earlier of the following events:

(a) My Attorney resigns by delivering to me in writing a copy of his or her resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, my Attorney shall thereafter be divested of all authority under this General Durable Power of Attorney;

(b) I revoke this General Durable Power of Attorney by written instrument recorded in the public records of the county aforesaid; or

(c) A committee is appointed for me by a Court of competent jurisdiction.

IN WITNESS WHEREOF, as Principal, I have executed this Power of Attorney as of this 16 day of February, 1994, in multiple counterpart originals and I have directed that photo-

IN THE PRESENCE OF:

William O. Dean

James Douglas Tinsley II
James Douglas Tinsley II

William Cash

We, William Cash and William O. Dean the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Principal signs and executes this instrument as Principal's General Durable Power of Attorney and that the Principal willingly signs it, and that each of us, at the Principal's request and in the presence and hearing of the Principal and in the presence and hearing of each other, hereby signs this General Durable Power of Attorney as witness to the Principal's signing, and that to the best of our knowledge the Principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

William O. Dean OF McCrack Correctional Inst.

William Cash OF McCrack Correctional Inst.



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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared deponent and made oath that deponent saw the within named Principal sign, seal and as the Principal's act and deed deliver the within General Durable Power of Attorney and that the deponent with the other witnesses whose names are subscribed above, witnessed the execution thereof.

William Cobb

SWORN to before me this
24 Day of February, 1994.

Sharon Bujardo
Notary Public for South Carolina
My Commission Expires: 07.2003

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