

REVOCABLE LIVING TRUST AGREEMENT

This Revocable Living Trust Agreement is made this 7th day of December, 2005, between **Robert Roy Peden, Sr.**, the husband, and **Carolyn Gertrude Peden**, the wife, whose address is 3714 Esrey Road, Southaven, Mississippi 38672, herein referred to as the GRANTORS, and **Robert Roy Peden, Sr.**, and **Carolyn Gertrude Peden**, also herein referred to as CO-TRUSTEES.

Whereas, the grantors own property, if any, described in Exhibit A attached hereto and made a part hereof, and no others.

Whereas, grantors desire to make provision for the care and management of such property, and the collection of the income therefrom, and the disposition of both such income and such property in the manner herein provided:

Now, therefore, the reasons set forth above, and in consideration of the mutual covenants set forth herein, grantors and trustees agree as follows:

1. *Transfer of Property:* Grantors, in consideration of the acceptance by co-trustees of the trust herein created, hereby convey, transfer, assign, and deliver to co-trustees, their successors in trust and assigns, the property described in Exhibit A attached hereto and made a part hereof, by this reference, which property, together with all other property that may from time to time be held by co-trustees hereunder, is herein referred to as Trust Estate. Grantors, and any other persons shall have the right at any time to add property acceptable to trustees to this trust and such property, when received and accepted by trustees, shall become a part of the trust estate.

2. *Disposition of Income and Principal:* Trustees shall care for and manage the trust estate and collect the income derived therefrom, and after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income therefrom and corpus thereof, as follows:

During the lifetime of grantors the trustees may pay income of the trust estate and such portions of the principal as the grantors from time to time may direct to the grantors, or otherwise as they direct during their lives. After the death of both grantors the successor trustee shall distribute the trust estate to the beneficiaries listed in Exhibit B attached hereto and made a part of this document.

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Prepared by & returned to:

ROBERT PEDEN, Sr.
3714 ESREY RD., SOUTHAVEN, 38672
(662)429-8789

3. *Revocation and Amendment:* The grantors, or the survivor of them, may be signed instrument delivered to the trustees, revoke the trusts hereunder, in whole or in part, or amend this Agreement from time to time in any manner.

4. *Successor Trustees:* In the event of the death or incapacity of both co-trustees, we hereby nominate and appoint as successor trustee: **Robert Roy Peden, Jr.** of 3647 Esrey Road, Southaven, Mississippi 38672.

In the event the successor trustee does not serve we appoint whomever shall at the time be the first, or succeeding, designated beneficiary hereunder. The trustees and their successors shall serve without bond.

5 *Trustees' Acceptance:* This trust has been accepted by trustees and will be administered in the State of Mississippi and its validity, construction, and all rights thereunder shall be governed by the laws of that state.

In Witness Whereof, grantors and trustees have executed this Agreement on the date written.

Robert Roy Peden Sr.
ROBERT ROY PEDEN, SR.

Robert Roy Peden Sr.
ROBERT ROY PEDEN, SR.

Grantor

Co-Trustee

Carolyn Gertrude Peden
CAROLYN GERTRUDE PEDEN

Carolyn Gertrude Peden
CAROLYN GERTRUDE PEDEN

Grantor

Co-Trustee

Rana M. Brasher

X Thomas O. Lewis

Witness

Witness

X M. D. Phillips
Witness

Larry O. Ward
Witness

EXHIBIT A

The following items and/or property is a listing of the Trust Estate incorporated into the Revocable Living Trust Agreement as made by: **Robert Roy Peden, Sr. and Carolyn Gertrude Peden** and dated the 7th day of December, 2005.

NONE

EXHIBIT B

The following are the names and addresses of the beneficiaries of the Revocable Living Trust Agreement as made by **Robert Roy Peden, Sr. & Carolyn Gertrude Peden** and dated the 2nd day of December, 2005.

Robert Roy Peden, Jr., 3674 Esrey Road, Southaven, MS 38672
Debra Lynn Lengyel, 3721 E. Balboa Terrace, San Diego, CA 92117
David Thomas Peden, 12819 Elmfield Lane, Poway, CA 92064
Jeffrey Lance Peden, 170 Woodson Lane, Nashville, TN 37211

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WITNESS AFFIDAVIT

Robert Roy Peden, Sr. & Carolyn Gertrude Peden, are personally known to me and I believe both to be of sound mind and emotionally and legally competent to make the herein-contained document. I am not related to either of them by blood or marriage, nor would I be entitled to any portion of his nor her estate on their death, nor am I an attending physician of either, nor an employee of the attending physician, nor an employee of a health care facility in which he or she may be a patient, nor a patient in a health care facility in which he or she may be a patient, nor am I a person who has any claim against any portion of the estate of the decedent on his or her death.

(Signature) Kana M. Brackee

My address is PO Box 334 (street [etc.] number & name or p.o. box)

Nesbit (city)

Mississippi 38651 (state & zip code)

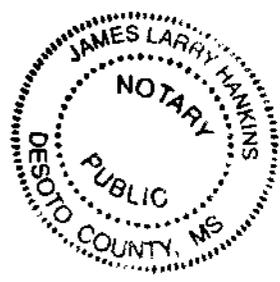
NOTARY AFFIDAVIT

STATE OF MS

COUNTY OF Desoto

On this day, before me, the undersigned authority, in and for and residing in the above County and State, personally appeared **Robert Roy Peden, Sr. & Carolyn Gertrude Peden**, who have personally proved to me to be the same persons whose names are subscribed to the foregoing document, and, being duly sworn, both of them verified that the information contained in the foregoing document is true and correct on personal knowledge and that said document was signed as a free and voluntary act.

Subscribed and sworn this 7 day of December, 20 .



James L. Hankins
NAME & SIGNATURE

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 6, 2009
BONDED THRU STEGALL NOTARY SERVICE

My commission expires _____