

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL PARTNERSHIP DISSOLUTION AGREEMENT

COME NOW Rocky Road, Inc., an Alabama Corporation, hereinafter designated as "First Partner", and M. Scott Reneau, an individual, hereinafter designated as "Second Partner", to agree as follows:

WHEREAS, on or about January 29, 1993, the First Partner and Second Partner did form a General Partnership which was designated as "Reneau & Rocky Road", an Alabama General Partnership, same of which was recorded in the records of the Probate Judge of Shelby County, Alabama, at Instrument Number 1993-05145 on February 23, 1993, and;

WHEREAS, said Partners now desire to dissolve the interest of the partnership, and the First Partner is further desirous to transfer, sell and convey all of its partnership interest to the Second Partner;

Upon the mutual exchange of good and valuable consideration and mutual promises and covenants, said Partners do hereby agree as follows:

1. Said parties have heretofore agreed that the Second Partner shall purchase any and all interest of the First Partner within the above designated partnership, inclusive of any and all business interest, assets, and good will associated with the partnership. Furthermore, the Second Partner shall assume any and all debts, accounts payable, or other liabilities associated with the prior operation of the partnership.

2. Second Partner is obligated to pay the First Partner the sum of **Sixty Thousand Dollars, (\$60,000.00)**, for the First Partner's business interest within said partnership, with said indebtedness to be amortized over a period of **forty-eight (48) months**, at the interest rate of **eight percent, (8%)**, thus, such monthly payments shall be in the sum of **\$1,464.78 per month**, same of which began on **November 15, 1997**, and as of the date of this dissolution, the Second Partner has heretofore paid the First Partner five (5) of such payments, thereby reducing the principal balance of such indebtedness to the sum of **\$54,604.64**. Consequently, Second Partner shall enter into a Note, or allow his Corporation, Reneau, Inc., to enter into such Note upon the existing principal balance for a period of **forty-three (43) additional months**, at the same payment rate as hereinabove designated, and the same interest rate, with the remainder of such payments to be made upon the **15th day of each month**, beginning **April 15, 1998**. Such Promissory Note shall be executed by separate instrument.

3. In the event that the Promissory Note is executed by Reneau, Inc., as maker thereof, M. Scott Reneau shall serve as Personal Guarantor thereon.

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4. From the date of the parties' dissolution of this partnership, the Second Partner shall have and maintain any and all right, title and interest in and to the partnership property, and fully control the operation of the business henceforth.

THIS DISSOLUTION AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO TERMS HEREOF SHALL BE ALTERED, MODIFIED, OR CHANGED WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES HERETO.

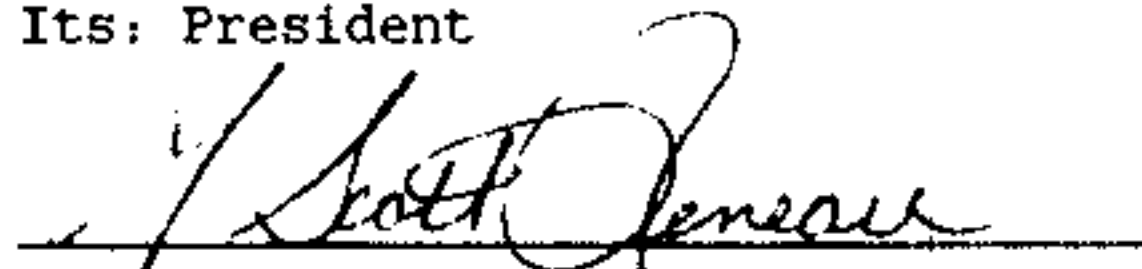
April 3, 1998



Rocky Road, Inc., PARTNER

By: Linda P. Williams

Its: President



M. Scott Reneau, PARTNER

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