

# EXHIBIT B

# RENOVA

May 7, 2012

Mr. S. Gregory Hays  
Managing Principal  
Hays Financial Consulting, LLC  
3343 Peachtree Road NE  
Suite # 200  
Atlanta, GA 30326

Re: *In re Small Loans, Inc., et al.*, Chapter 11 Case No. 11-12254 (jointly administered)  
United States Bankruptcy Court for the Middle District of Alabama, Dothan Division

Dear Mr. Hays:

We are pleased to confirm the understanding and agreement (this "Agreement") between Renova Partners, LLC ("Renova") and S. Gregory Hays, as chapter 11 trustee (the "Trustee") of Small Loans, Inc. and its debtor affiliates<sup>1</sup> (collectively, the "Company"), pertaining to sales of certain assets of the Company, as follows:

1. The Trustee wishes to sell the assets of the Company (the "Assets") to the highest bidding source yielding a market clearing price in an orderly sale process. This Agreement shall not govern the sale of the equity interests of, or assets owned by, Best Buy Autos of Bainbridge, Inc.

Subject to and conditioned upon approval by the Bankruptcy Court, the Trustee hereby engages Renova as the Company's advisor and agent for the purpose of (a) assisting in identifying potential purchasers of the Assets (the "Potential Purchasers") in part or in bulk; (b) assisting the Trustee in analyzing and executing appropriate contracts in response to offers for the assets; and (c) as requested by the Trustee, participating on the Trustee's behalf in negotiations relating to consummating a Sale of the Assets through a sale pursuant to 11 U.S.C. § 363 or other means approved by the Bankruptcy Court.

2. Renova hereby accepts the engagement described in paragraph 1 of this Agreement and, in that connection, agrees to the following, if requested by the Trustee:
  - (a) assisting the Trustee in consideration of various asset sales alternatives, including an assessment of the Potential Purchasers of the Assets;
  - (b) identifying and contacting Potential Purchasers who may be interested in making a bid for the Assets;
  - (c) assisting in the introduction to Potential Purchasers and facilitating due diligence of the operations in connection with their evaluation of the offered Assets; and
  - (d) circulating appropriate bids to qualified parties who may be interested in expressing additional bids through a bankruptcy auction process and procedures concerning the sale transactions described herein.

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<sup>1</sup> Small Loans, Inc. has the following debtor affiliates: The Money Tree, Inc., Case No. 11-12255; The Money Tree of Louisiana, Inc., Case No. 11-12256; The Money Tree of Florida, Inc., Case No. 11-12257; and The Money Tree of Georgia, Inc., Case No. 11-12258.

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Renova will not have any rights or obligations in connection with the sale of the Assets contemplated by this Agreement except as expressly provided herein. In no event will Renova be obligated to purchase any assets for its own account or to place any of the Assets.

3. For purposes of this Agreement:
  - (a) A "Sale" shall mean any transaction or series or combination of transactions, other than in the ordinary course of trade or business, whereby, directly or indirectly, the Assets are transferred by the Trustee for Consideration, including, without limitation, a sale or exchange of cash or marketable securities or any other Consideration deemed to be liquid and measureable, or any similar transaction.
  - (b) "Consideration" shall mean the gross value of all cash, securities and other property received (including amounts paid into escrow) by the Trustee as purchase price for the assets.
4. The Trustee shall make available to Renova all information in his possession concerning the business, assets, operations, financial condition and prospects of the Company which Renova reasonably requests in connection with the performance of its obligations hereunder. All such information provided by or on behalf of the Company shall be deemed complete and accurate and not misleading, and Renova shall be entitled to rely upon the accuracy and completeness of all such information without independent verification. The Trustee shall continue to advise Renova regarding any material developments or matters relating to the Company, which occur during the term of Renova's engagement hereunder.
5. As compensation for the services rendered by Renova hereunder, Renova shall receive compensation for its services as follows:
  - (a) Monthly work fees (the "Work Fees"), each payable in cash in the amount of \$16,667 and due upon execution of this agreement and on a monthly basis thereafter on each monthly anniversary of the date of this agreement. In aggregate, the Work Fees shall be subject to a minimum total of \$100,000 (the "Minimum Fee"). In the event of a termination of Renova's engagement hereunder by Trustee, any unpaid balance on the Minimum Fee shall be due and payable to Renova within 10 days of the termination date. The Minimum Fee shall be creditable against any Success Fees payable to Renova under paragraph 5(b) below.
  - (b) Upon consummation of one or more Sale transactions, Renova will be entitled to receive a fee equal to one and one half percent (1.50%) of the total Consideration of the Sale of the Assets (the "Success Fee"). If more than one closing is required in connection with the Sale, only that portion of the Success Fee applicable to the Consideration for each closing will be payable at such closing. Since the Minimum Fee will be creditable against the Success Fee, Renova will not be entitled to receive a cash fee pursuant to this paragraph until such time that the total cumulative Consideration from the Sale of the Assets exceeds \$6,666,667. Any compensation which is payable to Renova pursuant to this Section 5(b) shall be paid to Renova at the closing of such Sale transaction.

- (c) Whether or not the Sale of the Assets is completed, the Trustee shall reimburse Renova upon request for its reasonable expenses (including, without limitation, expenses relating to travel) incurred during the period of its engagement hereunder with respect to the services to be rendered by it, provided, however, that the total of such expenses will not exceed \$5,000 without the prior written consent of the Trustee and provided further that such reimbursement is subject to the availability of funds in the Bankruptcy Estate.
6. In order to allow proper coordination of the proposed Sale of the Assets during the term of this engagement, the Trustee will promptly notify Renova of any potential purchasers known to the Trustee to be interested in purchasing any of the Assets. In addition, the Trustee will keep Renova fully and promptly informed of the status of any discussions or negotiations between the Trustee and any potential purchaser of the Assets.
7. The Trustee acknowledges that various communications systems and networks do not necessarily represent a secure environment in which to conduct communications. These systems include certain telephone systems, computer networks and the Internet. Nevertheless, the Trustee authorizes Renova to use such systems (including sending and receiving electronic mail) for communication of sensitive information about the Company, and Renova will use its best efforts to keep communications on any such systems confidential.
8. Except as required by applicable law or as provided specifically herein, any advice or material to be provided by Renova under this Agreement shall not be disclosed publicly or made available to third parties without the prior written approval of Renova, and accordingly such advice or material shall only be relied upon by the person or entity to whom such advice or material is directed.
9. The Trustee agrees that Renova has the right (a) to place advertisements in financial and other newspapers and journals (including electronic versions thereof) at its own expense describing its services to the Company hereunder and (b) to use the Company's corporate logo in such advertising or related promotional materials (including electronic versions thereof) concerning Renova's services hereunder.
10. The term of Renova's engagement hereunder will extend from the date hereof through December 31, 2012, or such other date as may be mutually agreed by the Trustee and Renova. Either party may terminate Renova's engagement hereunder at any time by giving the other party written notice at least 30 days prior to such termination date. The provisions of this paragraph 10 will survive any termination of this Agreement (including by operation of the preceding sentence). If during a period of 12 months following such termination, the Trustee sells any Assets to any of the Potential Purchasers which were contacted by Renova in its capacity in this engagement as contemplated hereunder, Renova will be entitled to receive compensation, upon the completion of such a transaction, in the form of a fee equal to the amount which would have been payable to Renova pursuant to paragraph 5 as if the transaction occurred during the term of Renova's appointment and authorization hereunder. Within 30 days after termination of this Agreement, Renova will provide to the Trustee a list of the Potential Purchasers or

interested parties (the "List") which were contacted by Renova during its engagement as contemplated hereunder.

11. It is understood and agreed that Renova will act under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to create a fiduciary or agency relationship between Renova and the Trustee or is intended to confer on any person or entity other than the parties hereto or their respective successors and assigns, any relationship, rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Renova hereunder.
12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
13. This Agreement may not be amended or modified except in writing signed by each of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles thereof. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Middle District of Alabama, Dothan Division for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such court. Any right to trial by jury with respect to any lawsuit, claim or other proceeding arising out of or relating to this Agreement or the services to be rendered by Renova hereunder is expressly and irrevocably waived.
14. The benefits of and liabilities and obligations under this Agreement will inure to and be binding upon the respective successors and assigns (whether by merger or otherwise) of the parties hereto.

If the foregoing correctly sets forth the understanding and agreement between Renova and the Trustee, please so indicate in the space provided for that purpose below, whereupon this Agreement shall constitute a binding agreement as of the date first above written.

**RENOVA PARTNERS, LLC**

By: \_\_\_\_\_  
Jerry L. Robinson  
Managing Director

By: \_\_\_\_\_  
Bruce Durkee  
Managing Director

Agreed to and Accepted this  
\_\_\_\_ Day of May 2012:

**TRUSTEE**

By: \_\_\_\_\_  
Mr. Greg Hays  
Trustee in the Instant Case