



AMVEST FINANCIAL GROUP, INC.
EQUITY GROUP BLANKET FEE AGREEMENT

The undersigned Buyer, its affiliates, portfolio companies, subsidiary corporations, etc. ("Buyer") collectively agrees to pay a finder's fee to Amvest Financial Group, Inc. ("Amvest") as an independent contractor for identifying and presenting companies, their affiliates, associated companies and subsidiary corporations collectively ("Prospects").

If a party other than Amvest has introduced a prospect previously or the Buyer is investigating and or negotiating with any prospect prior to such time as it is introduced to the Buyer by Amvest, then Buyer shall have no obligation to compensate Amvest.

If a Transaction involving the sale of either stock or assets is consummated with any Prospect presented to the Buyer by Amvest, now or in the future, the Buyer shall pay Amvest a finder's fee based on the total gross consideration ("Consideration") paid by the Buyer to acquire the prospect or any portion thereof.

The finder's fee ("compensation") payable to Amvest shall be calculated using the formula as follows; however, the minimum fee shall not be less than \$100,000:

- 6% of the first \$1,000,000 of Consideration, or any part thereof; plus
5% of the second \$1,000,000 of Consideration, or any part thereof; plus
4% of the third \$1,000,000 of Consideration, or any part thereof; plus
3% of the fourth \$1,000,000 of Consideration, or any part thereof; plus
2% of the fifth \$1,000,000 of Consideration, or any part thereof; plus
1% of the balance of the total Consideration in the Transaction

Amvest's fee is payable in U.S. Dollars in the form of certified funds or wire transfer at closing. The finder's fee may be paid in the same form and manner paid to seller at the option of the Buyer.

Buyer acknowledges that Amvest does not assume responsibility for, nor guarantee accuracy or completeness of any information provided by Amvest regarding Prospects or by Prospects, in any manner, directly or indirectly.

This Agreement is entered into and is to be performed under the laws of the State of Missouri. The person executing the Agreement on behalf of the Buyer hereby represents and warrants, knowing that Amvest will rely thereon, that the signatory is duly authorized to bind the Buyer to this Agreement.

By returning or submitting this document you and your company give Amvest Financial Group, Inc. permission (which shall satisfy any applicable laws) to communicate via email, fax, mail, telephone and otherwise.

This Agreement shall remain in effect until terminated in writing by either party, however Buyer's obligation to pay finder fees to Amvest for prospects presented to Buyer shall survive the termination for a period of 24 months.

AGREED TO AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

Buyer: \_\_\_\_\_ (firm name, please print)

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (person signing, please print)

Address: \_\_\_\_\_

Website: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_