



AMVEST FINANCIAL GROUP, INC.
Investment Bankers Since 1976

AMVEST FINANCIAL GROUP, INC.

Post Office Box 1590
Independence, Missouri 64055-0590

Telephone (816) 461-3312
Facsimile (816) 461-4644

CONFIDENTIALITY AGREEMENT

At your request, Amvest Financial Group, Inc. (Amvest) is prepared to provide you with information (as defined within) solely for your consideration in connection with the potential merger or acquisition of the business, subject to the terms and conditions set forth below. This Agreement covers the business/company known as:

AS _____
AS _____

Please insert our internal identification number and tag description

The undersigned acknowledges that Amvest Financial Group, Inc. herein referred to as Amvest, exclusively advised the undersigned that the business was available for merger or acquisition. "Information" for the purpose of this Agreement shall include all written information, verbal information, reports, data, records or material of any kind obtained directly or indirectly through or from Amvest, the business, owners, officers, employee's, agents, affiliates, associates, etc. All information shall be used by you solely for the purpose of evaluating the potential transaction. You, on behalf of yourself, your company, subsidiaries, affiliates, officers, employees, agents, accountants, counsel, consultants and advisors, agree to keep the information strictly confidential and not to disclose the information contained therein to any person, provided however, the information may be disclosed to your officers, partners and employees directly involved in such evaluation, as well as to outside advisors for the purpose of evaluating the potential merger or acquisition and who undertake to keep the information confidential.

You shall not, without the prior written consent of Amvest, make any copies of any of the information other than in connection with the provisions outlined herein, and in the event that you no longer have any interest in the merger or acquisition, or at Amvest's request, you shall not make any further use of the information, you shall promptly return to Amvest all copies of the information, and upon such return, you shall concurrently destroy all materials prepared by your personnel in connection with such evaluation.

You understand and acknowledge that the information has been furnished to Amvest by others and has not been independently verified by Amvest. Neither Amvest nor the company makes any representation or warranty as to the accuracy or completeness of the information. You agree that neither Amvest or the company, or any shareholder, affiliate, associate, partner, director, officer, employee, agent accountant, counsel or consultant of Amvest, any other advisor, or the company shall have any liability to you or any of your representatives resulting from your, or their, use of the information.

You represent and warrant that you have dealt with no broker, finder, intermediary or similar party in connection with your potential merger or acquisition of the business other than Amvest. In addition, you represent that if you have retained a broker, finder, investment banker or similar party as a finder or other advisor, you shall be responsible for any fee due such party.

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.

In connection with your evaluation, you agree to communicate with the company or any company employees only through Amvest or through such employees or representatives of the company as it shall designate. Without the prior written consent of Amvest, neither you nor any person or entity to whom the information has been shown will disclose the

Initial: _____

fact that investigations, discussions or negotiations are taking place concerning a possible merger or acquisition of the company or of any terms, conditions or facts with respect thereto. In addition, the undersigned agrees to negotiate any and all agreements through Amvest, and any and all such agreements shall contain an acknowledgment stating that Amvest has been the procuring cause for the agreement and is the only party entitled to a fee as a result of the transaction.

Notwithstanding the foregoing, the term "Information" does not include information or material that (A) becomes generally available to the public other than as a result of disclosure by you or anyone to whom you transmit the information or material, (B) was available to you on a non-confidential basis prior to its disclosure to you by Amvest or the company.

Amvest acknowledges that in the event you are required by law to disclose information, you may disclose such information to the party compelling such disclosure without liability hereunder.

The undersigned acknowledges their sole responsibility to perform their due diligence and independent investigation of all information and acknowledge they have not relied upon any information provided by Amvest, its officers, employees, agents, associates, subsidiaries, advisors, affiliates, etc.

The undersigned is advised that the seller and or business may be responsible for any fees due Amvest should a merger or acquisition take place with the undersigned or any affiliate during the 24 month period following the expiration of the listing or other agreement.

Upon request, the undersigned will provide Amvest a financial statement or other proof of financial capacity to complete the acquisition or merger of the business named herein.

This information is received subject to change, error or withdrawal of offering without notice. This confidentiality agreement shall cover any additional information, furnished to the undersigned or representative by Amvest or the company, without executing any additional agreements.

If this Agreement correctly sets forth your understanding, please so confirm by signing and returning to Amvest. Upon receipt by Amvest, this Agreement shall be deemed a binding agreement to be construed in accordance with the laws of the State of Missouri. This Agreement may not be cancelled or modified nor any of its provisions waived except in writing. This Agreement will be legally binding upon all parties with facsimile (Fax) or electronic signatures.

Accepted and agreed to as of this date: _____ 200__

Firm: _____

By: _____

(Signature)

Name: _____

Title: _____

Address: _____

Street: _____

City: _____ State _____

Zip: _____

Phone: (____) _____

Fax: (____) _____

E-mail: _____

Website: _____

Please insert our internal identification
number and tag description in the space on the
1st page

Please Sign, print contact information
and fax back to 816 461-3312

Thank you for your interest

Amvest Financial Group, Inc., P. O. Box 1590, Independence, Missouri 64055-1590 * 816 461-3312 * Facsimile 816 461-4644

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Amvest reserves the right reserves the right to provide or not provide confidential information to anyone with or without the execution of an Amvest confidentiality agreement. Amvest reserves the right not to provide information to anyone for any purpose. Amvest will not provide confidential information to anyone whom Amvest, in their sole opinion is not financially qualified, has not provided Amvest with adequate information on themselves and any entity they may represent or who may potentially breach confidentiality.