

CONFIDENTIALITY AGREEMENT

_____, 2001

Re: _____

Dear _____:

In connection with the sale by _____ and/or certain of its subsidiaries and affiliates (collectively, "Seller") of certain secured loans and/or other assets (collectively, "Assets"), such sale to be arranged by Bridger Commercial Funding LLC ("Bridger"), _____ ("Purchaser") and the directors, officers, employees, agents, attorneys, accountants, advisors and other representatives (collectively, "Representatives") of Purchaser may wish to discuss the purchase of the Assets from Seller. In the course of such discussions, Purchaser may obtain oral and written information, including but not limited to, data, reports, interpretations, forecasts and records provided by Seller and/or Bridger to Purchaser containing or otherwise reflecting information concerning Seller and its subsidiaries and affiliates or concerning the Assets (including information concerning customers of Seller) that is not available to the general public, which thereafter may be contained or reflected in analyses, compilations, studies or other documents, whether prepared by Purchaser or others (collectively, the "Information"). As a condition to Seller and/or Bridger furnishing the Information, Purchaser agrees to treat the Information in the manner, and to take or refrain from taking action, as set forth in this letter agreement.

The Information will be held and treated by Purchaser confidentially and will not be disclosed to any other person or entity, and the Information will not be used for any purpose not related to the possible purchase of the Assets by Purchaser from Seller; provided, however, that:

(1) any such Information may be disclosed to those of Purchaser's directors, officers and employees who need to know such information for the purpose of Purchaser's discussions with Seller and/or Bridger and analysis of the Assets, and each such director, officer and employee of Purchaser agrees to be bound by the terms of this letter agreement to the same extent that Purchaser is bound;

(2) any such Information may be disclosed to those of Purchaser's Representatives (other than Purchaser's directors, officers and employees) who need to know such information for the purpose of Purchaser's discussions with Seller and/or Bridger and analysis of the Assets and who have agreed in writing to be bound by the terms of this letter agreement to the same extent that Purchaser is bound; and

(3) any disclosure or use of such Information may be made to which Seller gives its prior consent in writing.

Purchaser agrees that, except as required by law or with Seller's prior written consent, Purchaser and its Representatives will not disclose to any person the fact that the Information has been made available, that discussions or negotiations are taking place or have taken place concerning a possible transaction between Purchaser and Seller with respect to the Assets, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

Notwithstanding the foregoing, the following will not constitute Information for purposes of this letter agreement:

(1) information which is or has become generally available to the public other than as a result of a disclosure by or through Purchaser or its Representatives;

(2) information which was available to Purchaser on a nonconfidential basis prior to its disclosure to Purchaser by Seller; and

(3) information which is or becomes available to Purchaser from a source (other than Seller and its Representatives) not subject, to the best knowledge of Purchaser after due inquiry, to any prohibition against disclosing said information to Purchaser.

Purchaser acknowledges and agrees that neither Seller nor any of its Representatives nor Bridger is making any representations or warranties as to the accuracy or completeness of any Information provided to Purchaser or its Representatives, and neither Seller nor any of its Representatives nor Bridger shall have any liability hereunder resulting from the use of any of the Information. Only those representations or warranties that are made to Purchaser in a written agreement related to the sale of the Assets when, as and if such agreement is executed, and subject to such limitations and restrictions as may be specified therein, shall have any legal effect.

The written Information, except for that portion of the Information that may be found in analyses, compilations, studies or other documents prepared by or for Purchaser, will be returned to Seller promptly upon the request by Seller therefor. That portion of the Information that may be found in analyses, compilations, studies or other documents prepared by or for Purchaser, unwritten Information and written Information not so requested and returned will be held by Purchaser and kept subject to the terms of this letter agreement or, upon the request of Seller therefor, destroyed, and such destruction will be confirmed in writing by Purchaser to Seller.

If Purchaser is required by court order, law or other legal process (including, but not limited to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose Information, Purchaser will promptly notify Seller of such request or requirement so Seller shall have adequate opportunity to seek an appropriate protective order or waive Purchaser's compliance with the provisions of this letter

agreement. Any such waiver by Seller shall not be deemed a waiver of Seller's right to require a waiver of any further or future disclosure of Information. If, in the absence of a probative order or the receipt of a waiver hereunder, Purchaser is, in the opinion of Purchaser's counsel, compelled to disclose Information, Purchaser may disclose such Information to the party compelling such disclosure without liability hereunder; provided, however, that Purchaser uses reasonable efforts to preserve the confidentiality of the Information, including, without limitation, cooperating with Seller so that Seller shall have adequate opportunity to obtain an appropriate protective order, letter agreement or other reliable assurance that confidential treatment will be accorded the Information.

Purchaser agrees that unless and until a written agreement between Seller and Purchaser with respect to the purchase of the Assets has been executed and delivered, neither Seller nor Purchaser will be under any legal obligation of any kind whatsoever with respect to the purchase of the Assets by virtue of this letter agreement or any oral expression with respect thereto by any of Seller's Representatives, except, in the case of this letter agreement, for the matters specifically agreed to herein. The agreement set forth in this paragraph may be modified or waived only by Seller and Purchaser in writing, by expressly so modifying or waiving such agreement.

Purchaser agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this letter agreement by Purchaser or its Representatives, agrees that in addition to all other remedies Seller shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and agrees to waive, and to use its best efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.

Seller will indemnify and hold Purchaser and Bridger and its Representatives (collectively, "Intermediary"), harmless from all damages, expenses, costs (including reasonable attorneys' fees for both outside legal services and allocated costs for in-house legal services) and other liabilities caused by Seller or its Representatives in connection with Seller's obligations under this letter agreement. Purchaser will indemnify and hold Seller and Intermediary harmless from all damages, expenses, costs (including reasonable attorneys' fees for both outside legal services and allocated costs for in-house legal services) and other liabilities caused by Purchaser or its Representatives in connection with Purchaser's obligations under this letter agreement. Seller and Purchaser agree that Intermediary is a third-party beneficiary under this letter agreement.

If any court proceeding is commenced in connection with the enforcement of this letter agreement, the prevailing party shall be entitled to reasonable attorneys' fees (including, without limitation, allocated costs for in-house legal services), costs and reasonable disbursements incurred in connection with such action or proceeding, as determined by the person having authority over such action or proceeding.

This letter agreement shall be governed by and construed in accordance with California law.

Very truly yours,

(SELLER)

By: _____
Name: _____
Title: _____

BRIDGER COMMERCIAL FUNDING LLC,

A Missouri limited liability company

By: _____
Name: _____
Title: _____

Agreed and Accepted:

(PURCHASER)

By: _____
Name: _____
Title: _____