

Confidentiality Language from Master Services Agreement (latest draft sent 12/14/00)

10.14 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.14 applicable to this Master Agreement, neither Party shall disclose the terms of any Transaction to a third party (other than the employees, lenders, counsel or accountants of the Party and its Affiliates or prospective purchasers, directly or indirectly, of a Party of all or substantially all of a Party's assets or of any rights under this Agreement, provided such Persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation or exchange rule, (ii) to the extent necessary to implement any Transaction, or (iii) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure of the terms of any Transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Master Agreement is not subject to this confidentiality obligation. Subject to Article 7, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation.

EFP Language from RES' Master Commodity Agreement (091300)

ADP or EFP: "ADP" or "Alternative Delivery Procedure" means that the Parties have agreed to utilize an alternate delivery procedure in accordance with the rules of a regulated exchange to consummate delivery in connection with a futures position and to follow all exchange rules, regulations and guidelines applicable to ADP Transactions. "EFP" or "Exchange for Physical" means that the Parties have agreed to utilize the EFP procedures of a regulated exchange to exchange a futures position for a physical position of equal quantity. The performance obligation of ADP and EFP transactions are the same as the performance obligation of Firm (LD) transactions stated above; provided that, performance of ADP and EFP Transactions are also excused if the related regulated exchange excuses performance.