

Addendum - 1 to GSPA uploaded on 03 February 2023

15 February 2023

Please refer to RIL's **Notice Inviting Offer ("NIO")** dated 03 February 2023 for sale of CBM from SP (West) – CBM-2001/1 Block ("Block").

Pursuant to various queries received from the prospective Bidders, it is requested to take note of the following amendments to the terms of "GSPA uploaded on 03 February 2023" as under and an amended GSPA has been uploaded as GSPA uploaded on 15 February 2023 ("GSPA") on the e-Tendering Portal:

#	GSPA Clause	Original Provisions	Amended Provisions
1	Clause 2 (a)	<p>"Monthly Deficiency Payment" has the meaning given to such term in Clause 9(b)(ii).</p> <p>"Monthly Deficiency Quantity" means, for each Contract Month, the difference, if positive, between: (a) the Take or Pay Quantity for such Contract Month; and (b) the Monthly Allocated Quantity for such Contract Month. If the result is a negative number, the Monthly Deficiency Quantity for such Contract Month shall be deemed to be zero (0).</p> <p>"Monthly Offtake Quantity" means, for each Contract Month, the quantity of Gas equal to the sum of the DCQs in effect on each Day of the relevant Contact Month.</p>	<p>"Quarterly Deficiency Payment" has the meaning given to such term in Clause 9(b)(ii).</p> <p>"Quarterly Deficiency Quantity" means, for each Contract Quarter, the difference, if positive, between: (a) the Take or Pay Quantity for such Contract Quarter; and (b) the Quarterly Allocated Quantity for such Contract Quarter. If the result is a negative number, the Quarterly Deficiency Quantity for such Contract Quarter shall be deemed to be zero (0).</p> <p>"Quarterly Offtake Quantity" means, for each Contract Quarter, the quantity of Gas equal to the sum of the DCQs in effect on each Day of the relevant Contact Quarter.</p>

		<p>“Recovery Period” means, subject to Clause 9(d), the period commencing at the end of the Term and continuing for a number of Days equal to the lower of:</p> <p>(a) the number of Days determined by dividing:</p> <ul style="list-style-type: none"> (i) the aggregate of Make Up Gas not taken as of the end of the Term; by (ii) ninety percent (90%) of DCQ in effect immediately prior to the end of the Term, <p>provided that, if the calculation above yields a fraction of a Day, then the result shall be rounded up to a whole Day; and</p> <p>(b) fifteen (15) Days.</p> <p>“Take or Pay Quantity” means for each Contract Month, ninety percent (90%) of the Monthly Offtake Quantity for such Contract Month less the sum of the following quantities for each Day during such Contract Month (but without double counting any of the following quantities):</p> <p>(a) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day and that Buyer was prevented from purchasing and taking by reason of Force Majeure; plus</p>	<p>“Recovery Period” means, subject to Clause 9(d), the period commencing at the end of the Term and continuing for a number of Days equal to the lower of:</p> <p>(a) the number of Days determined by dividing:</p> <ul style="list-style-type: none"> (iii) the aggregate of Make Up Gas not taken as of the end of the Term; by (iv) ninety percent (90%) of DCQ in effect immediately prior to the end of the Term, <p>provided that, if the calculation above yields a fraction of a Day, then the result shall be rounded up to a whole Day; and</p> <p>(b) seven (7) Days.</p> <p>“Take or Pay Quantity” means for each Contract Quarter, ninety percent (90%) of the Quarterly Offtake Quantity for such Contract Quarter less the sum of the following quantities for each Day during such Contract Quarter (but without double counting any of the following quantities):</p> <p>(a) any quantity of Gas up to the Nominated Daily Quantity for the relevant Day and that Buyer was prevented from purchasing and taking by reason of Force Majeure; plus</p>
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2.	Clause 9: Take or Pay Obligations	<p>(b) <u>Monthly Take or Pay Obligation:</u></p> <p>(i) In each Contract Month, Buyer shall be obliged to take and pay for, or pay for if not taken, a quantity of Gas at least equal to the Take or Pay Quantity for such Contract Month.</p>	<p>(b) <u>Quarterly Take or Pay Obligation:</u></p> <p>(i) In each Contract Quarter, Buyer shall be obliged to take and pay for, or pay for if not taken, a quantity of Gas at least equal to the Take or Pay Quantity for such Contract Quarter.</p>

		<p>(ii) If, in any Contract Month, Buyer fails to take the Take or Pay Quantity for such Contract Month, then Buyer shall pay Seller an amount for the relevant Monthly Deficiency Quantity (such amount the “Monthly Deficiency Payment”), which shall be an amount equal to the product of: (A) the Gas Price applicable during such Contract Month; and (B) the Monthly Deficiency Quantity for such Contract Month.</p> <p>(c) <u>Make Up Gas:</u></p> <p>(i) The quantity of Gas equal to any Monthly Deficiency Quantity for which Buyer has paid a Monthly Deficiency Payment shall constitute “Make Up Gas” accrued during the Contract Month in which such Monthly Deficiency Quantity arose.</p> <p>(ii) If Buyer has accrued a right to Make Up Gas in any Contract Month, then in any subsequent Contract Month, once the Buyer has first taken the Take or Pay Quantity for such subsequent Contract Month, Buyer shall have the right to receive a credit for all Make Up Gas quantities taken above the Take</p>	<p>(ii) If, in any Contract Quarter, Buyer fails to take the Take or Pay Quantity for such Contract Quarter, then Buyer shall pay Seller an amount for the relevant Quarterly Deficiency Quantity (such amount the “Quarterly Deficiency Payment”), which shall be an amount equal to the product of: (A) the Weighted Average Gas Price applicable during such Contract Quarter; and (B) the Quarterly Deficiency Quantity for such Contract Quarter.</p> <p>(c) <u>Make Up Gas:</u></p> <p>(i) The quantity of Gas equal to any Quarterly Deficiency Quantity for which Buyer has paid a Quarterly Deficiency Payment shall constitute “Make Up Gas” accrued during the Contract Quarter in which such Quarterly Deficiency Quantity arose.</p> <p>(ii) If Buyer has accrued a right to Make Up Gas in any Contract Quarter, then in any subsequent Contract Quarter, once the Buyer has first taken the Take or Pay Quantity for such subsequent Contract Quarter, Buyer shall have the right to receive a credit for all Make Up Gas quantities taken above the Take or</p>
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	<p>(d) <u>Recovery Period:</u></p> <p>(iii) The Gas Price that shall apply to all Gas delivered during the Recovery Period shall be the relevant Gas Price as in effect at the time of Gas delivery. During the Recovery Period, Buyer shall pay for all Gas, pursuant to Fortnightly invoices, at the relevant Gas Price and shall pay all other amounts payable under this Agreement in respect of Gas deliveries.</p> <p>Buyer shall receive a credit against each Fortnightly invoice for Gas taken as Make Up Gas during the Recovery Period for an amount equal to the Make Up Gas taken during that Fortnight multiplied by the lower of:</p> <ul style="list-style-type: none">(A) the Gas Price applicable during such Fortnight; and(B) the Gas Price previously paid in respect of the Monthly Deficiency Quantity that gave rise to the Make Up Gas right. <p>For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of the Monthly Deficiency Quantity above the Gas Price prevailing at the time the Make Up Gas is delivered. The order in which the credit for such Make Up</p>	<p>(d) <u>Recovery Period:</u></p> <p>(iii) The Gas Price that shall apply to all Gas delivered during the Recovery Period shall be the relevant Gas Price as in effect at the time of Gas delivery. During the Recovery Period, Buyer shall pay for all Gas, pursuant to Fortnightly invoices, at the relevant Gas Price and shall pay all other amounts payable under this Agreement in respect of Gas deliveries.</p> <p>Buyer shall receive a credit against each Fortnightly invoice for Gas taken as Make Up Gas during the Recovery Period for an amount equal to the Make Up Gas taken during that Fortnight multiplied by the lower of:</p> <ul style="list-style-type: none">(A) the Gas Price applicable during such Fortnight; and(B) the Weighted Average Gas Price previously paid in respect of the Quarterly Deficiency Quantity that gave rise to the Make Up Gas right. <p>For such Make Up Gas delivered, Buyer shall have no rights to any amount previously paid in respect of the Quarterly Deficiency Quantity above the Gas Price prevailing at the time the Make Up Gas is delivered. The order in</p>
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3.	Clause 15: Invoicing	(b) (iii) Seller shall raise and electronically deliver separate debit notes in respect of any Monthly Deficiency Payment promptly after the end of the relevant Contract Month, and any interest payable on amounts due to Seller under this Agreement and Buyer shall make payments in full to Seller at the account designated by it by notice to Buyer in accordance with Clause 17.	(b) (iii) Seller shall raise and electronically deliver separate debit notes in respect of any Quarterly Deficiency Payment promptly after the end of the relevant Contract Quarter, and any interest payable on amounts due to Seller under this Agreement and Buyer shall make payments in full to Seller at the account designated by it by notice to Buyer in accordance with Clause 17.
4.	Clause 20: Liability and Remedies	(e) (ii) Buyer's obligation to pay any amounts for Gas delivered and to pay any Monthly Deficiency Payments (including pursuant to Clauses 7, 9, 17 and 19) are expressly excluded from and not subject to the foregoing liability cap; and	(e) (ii) Buyer's obligation to pay any amounts for Gas delivered and to pay any Quarterly Deficiency Payments (including pursuant to Clauses 7, 9, 17 and 19) are expressly excluded from and not subject to the foregoing liability cap; and

Except the amendments as notified above, all other terms and conditions of GSPA remains unchanged. Revised GSPA incorporating the above amendments is uploaded on 15 February 2023 as 'GSPA uploaded on 15 February 2023'. In case of any conflict between the 'Addendum 1 to GSPA' and GSPA uploaded on 15 February 2023, the provisions of the GSPA uploaded on 15 February 2023 shall prevail.