

## Appendix 4

### New Summary Heads of Terms for s106 agreement for extension of life of Wytch Farm, Wareham and Kimmeridge Oilfields to 2037 (as at 2016)

- an obligation from BP Exploration Operating Company Limited (BPEOC) and ~~BP Exploration Company Limited (BPEC)~~ not to implement further old planning permissions for the oilfield, that were personal to that company, and to relinquish those permissions without compensation;
- an obligation from Perenco not to implement further the existing planning permissions that are to be replaced by new permissions
- an obligation from Perenco to cease all development and operations, save for aftercare operations, by 31/12/2037;
- include the decommissioning, restoration and aftercare requirements in largely the forms set out in the proposed planning conditions;
- an obligation from Perenco to submit detailed **decommissioning and** restoration schemes for approval for ~~the Wytch Moor Causeway site and for all the other oilfield sites and~~ **management areas** (save for the Rail Sidings Area) by 31/12/2031~~5~~ (or the date required by the relevant planning conditions where different) ~~or when~~ **or sooner in respect of any site where the Permanent Cessation of Site Operations has occurred;**
- an obligation from Perenco to complete the approved decommissioning and restoration of:

Arne G **Wellsite and its management area** by the earliest of two years after **the Permanent Cessation of Site Operations** or 31/12/2027;

Wareham Wellsite C and **Wareham Wellsite D** by the earliest of two years after **the Permanent Cessation of Site Operations at both wellsites** or 31/12/2032;

;

~~the Storage Tanks Area at Furzebrook by 31/12/2013;~~

~~the Wytch Moor Causeway site and all the other oilfield sites and management areas (save for the Rail Sidings Area) by 31/12/2037 or an earlier date to be agreed if Permanent Cessation of Site Operations occurs early at any or all sites.~~

- an obligation from Perenco to complete the approved aftercare of each oilfield site in accordance with the planning conditions and approved aftercare schemes;
- **an obligation from Perenco to continue aftercare of the Storage Tanks Area at Furzebrook in accordance with the extant conditions**
- an obligation from Perenco SA to undertake approved decommissioning, restoration and aftercare of the oilfield sites in the event that this is not completed by Perenco UK;
- ~~an obligation from BPEOC to undertake approved decommissioning, restoration and aftercare of the oilfield sites or to provide the MPA with funds to enable it to do so in the event that this is not completed by Perenco UK or its parent company Perenco S.A.;~~
- a requirement that oil is exported from the oilfield by the Purbeck to Southampton Pipeline only (save for oil from the Kimmeridge Wellsite);
- an agreement that all staff and contractors use the dedicated oilfield access road only to access the Wytch Farm oilfield;
- an agreement to limit the physical extent and height of the infrastructure at the Gathering Station and Rail Terminal to no more than that currently approved;
- a requirement that Perenco seek to acquire and retain leases or licences of all the oilfield Land Management Areas (LMA) and Operational Areas until the expiry of the aftercare period and the approved management of the LMA for each site ;
- an obligation from Perenco to grant **an option for** a lease to the Council of land at Furzebrook Sidings for use as part of a transportation corridor plan (to replace an existing obligation to this effect);
- payment by Perenco of £1.7M contribution towards measures which compensate for the residual adverse impacts of the proposed

continued operation of the oilfields and the terms for establishment and operation of an appropriate Panel to distribute the contribution to suitable schemes in line with Perenco's proposed split of funding between compensation aims.

- **an obligation by Perenco UK (guaranteed by Perenco SA) to provide financial security to DCC to enable DCC to carry out decommissioning, restoration and aftercare at no cost to DCC if Perenco fails to do so.**