

December 19, 2013

Bottom
Riser

**Shawn Alred Alberts and
Jacqueline Anne Alberts**
Box 507
Taylor, BC V0C 2K0

Dear Sir/Madam;

**Re: Lease Agreement dated November 21, 2013
Lands: E ½ 32-81-17 W6M
ARC File: S11466**

Please find enclosed ARC Resources Ltd.'s cheque #00273495 in the amount of **\$8,000.00** representing \$5,000.00 for initial consideration as well as \$3,000.00 for the annual rental payment at the above referenced location. A fully executed copy of the Agreement has been included for your records

Should you require further information, please feel free to contact me at (403) 503-8634 or via email at vwalsh@arcresources.com.

Yours truly,
ARC Resources General Partnership
by its managing partner **ARC Resources Ltd.**



Vanessa Walsh
Surface Land Analyst
:vw



RESOURCES GENERAL PARTNERSHIP
Managed by ARC Resources Ltd.
Suite 1200, 308 - 4th Avenue S.W.
Calgary, Alberta T2P 0H7

DATE

17 Dec 2013

CHEQUE NUMBER

00273495

Bottom Riser

To: ALBERTS, SHAWN AND JACKIE
BOX 507
TAYLOR, BC
V0C 2K0



RESOURCES GENERAL PARTNERSHIP
Managed by ARC Resources Ltd.
Suite 1200, 308 - 4th Avenue S.W., Calgary, Alberta T2P 0H7

DATE

17 Dec 2013

CHEQUE NUMBER

00273495

VENDOR ALBERTS, SHAWN AND JACKIE

VENDOR NUMBER

29549

INVOICE NUMBER	INVOICE DATE	VOUCHER	DESCRIPTION	NET AMOUNT
S11466 13/12 CHQ	12 Dec 2013	24977AP	CONSIDERATION FOR RISER SITE	\$8,000.00
TOTAL				*****\$8,000.00

REMITTANCE STATEMENT

DETACH BEFORE DEPOSITING

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Client#12232 Prospect Land Services (BC) Ltd.
202, 10343 - 100th Avenue
Fort St. John
P:250-787-2163 F:250-787-2164 BC V1J 1Y8

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
012-787-868 THE EAST 1/2 OF SECTION 32, TOWNSHIP 81, RANGE 17, W6M, PEACE RIVER DISTRICT
STC? YES ☒

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Lease (S.99 (1)(J) LTA)

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) ☐ Filed Standard Charge Terms D.F. No. (b) ☒ Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

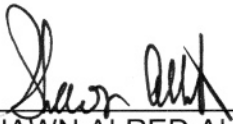
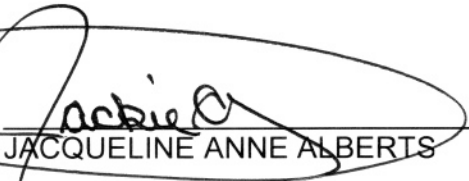
5. TRANSFEROR(S):
SHAWN ALRED ALBERTS AND JACQUELINE ANNE ALBERTS

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
ARC RESOURCES LTD.
1200, 308 - 4TH AVENUE, SW
CALGARY ALBERTA CANADA
T2P 0H7
Incorporation No A-82105

7. ADDITIONAL OR MODIFIED TERMS:
n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.
Officer Signature(s)

See Affidavit of Execution

Execution Date			Transferor(s) Signature(s)
Y	M	D	
13	11	21	 SHAWN ALRED ALBERTS
13	11	21	 JACQUELINE ANNE ALBERTS

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

GENERAL INSTRUMENT - PART 2

AGREEMENT made this 21 day of November, 2013.

BETWEEN:

SHAWN ALRED ALBERTS AND JACQUELINE ANNE ALBERTS

(hereinafter called the "Owner")

AND

ARC RESOURCES LTD.

(hereinafter called the "Company")

WHEREAS:

A. the Owner is the registered Owner (or entitled to become the registered Owner under an agreement for sale, unregistered transfer, or otherwise) of and in that parcel of land in the Province of British Columbia described in Item 2 of Form C, excepting thereout all mines and minerals (the "Lands"); and

B. the Owner has agreed to grant a lease of a portion of the Lands to the Company on the terms set out herein.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the Company to the Owner, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto covenant and agree as follows:

1. GRANT OF LEASE

1.1 Grant – The Owner hereby grants to the Company exclusive use and occupation of the Leased Area (defined below) for the Permitted Purposes (defined below) on the terms and conditions set out herein.

1.2 Leased Area – This Lease is for that part of the Lands described as either:

- (i) that part shown outlined in bold on the sketch plan attached hereto (hereinafter called the "Leased Area"); provided however, that in the event that the Company registers a reference plan of the Leased Area shown on the attached sketch plan, the Company shall complete Subsection (ii) below, and in such event the description of the Leased Area in Subsection (ii) shall supersede and replace the description in this Subsection, or
- (ii) that part shown on a reference plan registered in the Land Title Office at New Westminster, British Columbia as Plan Number _____, which area corresponds to the area outlined in bold (the "Leased Area") on the sketch attached hereto.



1.3 Permitted Purposes – The Company may use the Leased Area for any and all purposes as may be necessary or incidental for the construction, operation, and servicing of a Riser Site and Access (collectively, the "Permitted Purposes").

1.4 Term – This Lease shall be for an initial term of twenty (20) years commencing on the date of execution of this Agreement by the Owner (the "Commencement Date").

1.5 Renewal – If the Company is not in default, the term of this Lease shall be automatically extended for a further twenty (20) year term at the Annual Consideration paid in the final year of the previous term. All sections and amendments, including this renewal section, shall continue in effect for the renewal term.

2. PAYMENTS

2.1 Initial Payment – Upon execution and delivery of this Lease in registrable form by the Owner to the Company, the Company shall pay to the Owner a one-time payment of

~~FIVE THOUSAND~~ (\$5,000.00) Dollars
in full and final compensation to the Owner (except as may otherwise be set out herein) for loss or damage to the Leased Area, inconvenience, disturbance and disruption to the Owner or other occupants or users of the Land, signing consideration and Annual Consideration for the first year of the term, which compensation shall include, without limitation, compensation for loss of use, compulsory aspect and severance of the Leased Area.

2.2 Annual Consideration – The Company shall pay to the Owner, as consideration, an annual sum of

~~THREE THOUSAND~~ (\$3,000.00) Dollars
(the "Annual Consideration") payable on each anniversary date of the Commencement Date. The Annual Consideration shall include, without limitation, compensation to the Owner for the use of the Leased Area by the Company for the drilling and operation of one well or substitute well(s), if required by the Company.

2.3 Review of Annual Compensation – Notwithstanding anything contained in this Lease to the contrary, upon the request of either party the amount of Annual Consideration payable shall be subject to periodic review as provided for in applicable legislation.

3. CHANGE OF USE

3.1 Change of Use – The Company must provide the Owner with prior written notice before implementing any of the following changes in use:

- (a) Construction and operation of a multi-well satellite, battery or other structure servicing numerous wells, or the removal of such operations;
 - (b) Construction, operation or servicing of additional facilities using existing access roads.
- (each, a "Change in Use").

JA
PS SH

4. RENEGOTIATION

4.1 If a Change in Use of the Leased Area results in an adverse affect on either party to this Agreement, then that party shall have the right to renegotiate the compensation payable, including Annual Consideration, by serving written notice upon the other. The notice shall include details of the specific Change in Use contemplated and a revised proposal for compensation believed to be fair in the circumstances. The parties shall use best efforts to agree upon the compensation, each acting reasonably. If the parties are unable to agree upon compensation, then the matter shall be referred to arbitration in accordance with Section 10 of this Lease.

4.2 Any change in Annual Consideration will be effective as of the next anniversary date of the Commencement Date of the Lease. Renegotiations under this Section shall not apply if the next anniversary date is the date upon which the Annual Consideration is reviewed in accordance with Section 2.3 of this Agreement.

5. COVENANTS OF COMPANY

5.1 Operations – The Company shall operate and maintain the Leased Area in accordance with good oil field and environmental practices.

5.2 Topsoil – The Company shall conserve the topsoil in accordance with good oil field, environmental and farm practices, and the applicable legislation.

5.3 Fencing – If reasonably required and requested by the Owner, the Company shall erect on the boundary of the Leased Area or part thereof, a fence and livestock guard or gate. The Company shall replace any existing fences it has moved for its purposes and repair all fences it may damage. The Company shall require its agents and servants to close and lock all gates as required by the Owner.

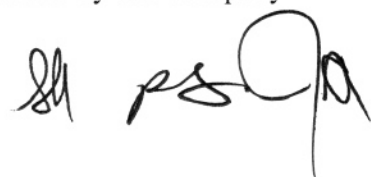
5.4 Weed Control – The Company shall be responsible for the general maintenance of the Leased Area and shall use commercially reasonable efforts to control weeds on the Leased Area. Soil sterilant may be used only with the consent of the Owner, and only in accordance with applicable legislation.

5.5 Roadways – All roadways on the Leased Area shall be used only for the rights granted, and the Owner or his authorized agent shall have free access to the Leased Area to gain access to adjacent lands, provided that such use shall be at the Owner's or his agent's sole risk and the Owner or his agent shall be responsible for any damage caused by such use, normal wear and tear excepted.

5.6 Taxes – The Company shall promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the Leased Area as a result of its use and occupation of the Leased Area, or in connection with its operations thereon.

6. COVENANTS OF OWNER

6.1 Income Tax – If the Owner is a non-resident of Canada, the Owner agrees that the Company may deduct income, withholding or other taxes from any payment to the Owner in compliance with the provisions of the *Income Tax Act* (Canada), tax agreements or treaties or other statutes of Canada or its Provinces as are from time to time enacted and amended, whereupon the timely remittance by the Company of the balance of the payment to the Owner shall be deemed to constitute full performance by the Company in respect of such payment.



6.2 Quiet Enjoyment – The Owner warrants that it has good title to the Lands, has full power to grant and lease the Lands, and that the Company, provided it is not in default under this Lease, shall peaceably possess and enjoy the Leased Area and the rights granted during the term of this Lease and any renewal thereof without any disturbance or interruption from the Owner.

7. RIGHTS OF COMPANY

7.1 Discharge of Encumbrances – The Owner acknowledges and agrees that the Company may, at its option, pay any taxes which may be assessed against the Lands, from time to time, if the owner is about to forfeit title pursuant to the tax and assessment laws of the Province of British Columbia or the municipality in which the Land is located. The Company shall set off the amounts so paid against any sums payable to the Owner by the Company under the terms of this Lease.

7.2 Removal of Equipment and Material – At all times during the term or any renewal of this Lease, the Company shall have the right to remove from the Leased Area all equipment and material of every kind which it may have placed in, on or under the Leased Area.

8. ACCESS AND EGRESS

8.1 Access to Leased Area – The Company shall have the right to access those portions of the Lands reasonably necessary for the purpose of: (i) access to and egress from the Leased Area; (ii) repairing or replacing the works constructed or to be constructed on the Leased Area; or (iii) as may be required in response to an emergency.

8.2 Compensation for Damages – The Company shall pay to the Owner compensation for damages suffered by the Owner to that portion of the Lands which are not included in the Leased Area as a result of the actions of the employees, servants, agents or contractors of the Company. Damage may include damage to livestock, growing crops, fences, buildings, or other improvements of the Owner, upon the Lands outside of the Leased Area.

9. TERMINATION

9.1 Early Termination – Provided the Company is not in default, the Company shall have the right to surrender and terminate this Lease at any time on or after the expiration of the second year of the initial term, and upon not less than ninety (90) days written notice to the Owner. In such event, there shall be no refund to the Company of any rental, which may have been paid in advance.

9.2 Abandonment and Restoration – Prior to abandoning the Leased Area, the Company shall remove all above ground equipment and all excavations shall be filled in, in compliance with the existing regulation. The Company shall restore the Leased Area to the same condition that existed immediately prior to the Company's entry, or to the extent that it is reasonably practicable to do so.

10. INDEMNIFICATION

10.1 Indemnification - The Company indemnifies and saves harmless the Owner from any and all liabilities, damages, costs, claims, suits, or actions arising out of the Company's operations, now or in the future on the Lands or the Leased Area save and except liabilities, damages, costs, claims, suits, or actions arising out of the negligent act or omission or wilful misconduct of the Owner, its agents, servants, employees, or contractors.

SH PS. 9a

11. DEFAULT

11.1 Default – The Company shall not be in default in the performance of any of its obligations under this Lease, excepting the payment of Annual consideration, unless the Owner has notified the Company either by a telephone call, which must be followed up by written notice that includes the date and time of the telephone call or by written notice of such default, and the Company has failed to commence meaningful actions to remedy the same or to deny the default, within thirty (30) days of the notice.

11.2 Late Payments – In the event the default relates to the late payment of Annual Consideration, the Company is in default without notification from the Owner. The damages payable for late payment of annual consideration shall be the rate determined in accordance with the Province of British Columbia *Court Order Interest Act*, effective the date the annual consideration was due.

12. ARBITRATION

12.1 Arbitration - If a dispute arises during the term of this Lease, or any renewal thereof, the parties shall refer the dispute to arbitration with the Surface Rights Board of British Columbia. The award of the arbitration shall be binding upon the parties, and may contain an order as to the costs of the arbitration. If there is no order as to the costs of the arbitration, each party shall bear its own costs and one-half of the common costs of the arbitration

13. ASSIGNMENT

13.1 Assignment - The parties may delegate, assign, or convey to other persons or corporations, any of the powers, rights, and interests granted by this Lease, and may enter into all agreements or contracts and perform all necessary acts to give effect to the provisions of this Section. The assigning party shall provide written notice within thirty (30) days to the other assignment any delegation, assignment, or conveyance of this Lease.

14. MISCELLANEOUS

14.1 Statutory Clauses – The terms and conditions set out in the *Petroleum and Natural Gas Act*, *Surface Lease Regulation*, B.C. Reg. 497/74, as the same may be amended from time to time, are hereby incorporated into this Lease.

14.2 Time – Time is of the essence of this Lease.

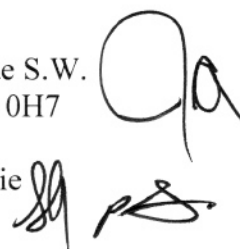
14.3 Notices – All notices must be in writing and delivered to the parties at the addresses below. Notices may be delivered personally, faxed or by letter addressed to the party to whom the notice is to be given. Any such notice shall be deemed to be delivered to the addressee ten days after mailing by prepaid regular mail, or three days after transmission of fax.

Owner:

Shawn Alred Alberts and Jacqueline Anne Alberts
Box 507
Taylor, BC V0C 2K0
Phone: 250-789-3449

Company:

ARC Resources Ltd.
1200, 308 – 4th Avenue S.W.
Calgary, Alberta T2P 0H7
Fax: 403-509-6427
Attention: Darren Rosie



14.4 Severability – The invalidity or unenforceability of the whole or any part of any Section of this Lease shall not affect the validity or enforceability of any Section or the remainder of such Section.

14.5 Interpretation – In this Lease, (a) wherever the singular or masculine is used, the same shall be construed as being plural or feminine or a body corporate, where the context might reasonably require; and (b) the titles or headings are inserted for convenience of reference only and shall not affect the interpretation or construction of this Lease.

14.6 Headings – The headings of the Sections of this Lease have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Lease.

14.7 Enurement – This Lease shall enure to the benefit of and be binding upon the Owner, his heirs, executors, successors and assigns and upon the Company, its successors and assigns.

14.8 Force Majeure – Neither party shall be considered in default in performance of its obligations under this Lease to the extent that the performance of such obligations or any of them, is delayed by circumstances existing now or in the future which are beyond the control of the Owner or the Company.

14.9 Entire Agreement – This Lease constitutes the entire agreement between the parties. Any additional terms or conditions shall be attached as Exhibit "A" and shall form part of this Lease.

14.10 Personal Information Consent – By providing personal information to the Company, the Owner consents to the Company's collection, use, retention and disclosure of that information for any and all purposes and uses as permitted or contemplated under this Lease and as needed to comply with any legal requirements. For further information regarding the company's privacy policy, please contact the Privacy Office via email (privacy@arcresources.com), by fax (403) 509-7260 or by visiting ARC's website at www.arcresources.com.



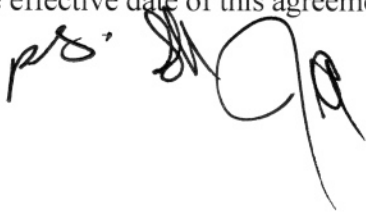
EXHIBIT "A"

Attached to and made part of a Lease dated this 21 day of November, 2013.

Between **SHAWN ALRED ALBERTS AND JACQUELINE ANNE ALBERTS** as Owner and
ARC RESOURCES LTD. as Company.

Additional Terms and Conditions:

1. This agreement will replace and supersede the surface lease agreement signed between Storm Exploration Inc. and the Owner on November 1, 2006.
2. The effective date of this agreement is November 1, 2012.



IN WITNESS WHEREOF the parties have caused this agreement to be executed the day and year first above written.

SIGNED AND DELIVERED

by the Owner in the presence of:

Paul S.
(Signature of Witness)

Shawn Alred
SHAWN ALRED ALBERTS

Paul Summers - Land Agent
(Name & Occupation of Witness)

Jacqueline Anne Alberts
JACQUELINE ANNE ALBERTS

by (a) duly Authorized Signatory(s)
of **ARC RESOURCES LTD.**

Per: Sean R.A. Calder
(Authorized Signatory)
Sean R.A. Calder, R.E.T., P.L.(Eng.)
Vice President, Production

Per: _____
(Authorized Signatory)

RISER SITE SUMMARY

PROJECT DESCRIPTION: **RISER SITE WITHIN THE EAST ½ 32-81-17**

PARCEL DESCRIPTION: **The East ½ of Section 32, Township 81, Range 17, W6M, Peace River District**

PID #: **012-787-686**

SURFACE OWNER: **Shawn Alred Alberts and Jacqueline Anne Alberts**

ADDRESS: **Box 507, Taylor, BC V0C 2K0**

RESIDENCE: **N/A**

PHONE NUMBER: **250-789-3449**

OCCUPANT:

AREA:

<u>RISER SITE:</u>	<u>0.57</u>	<u>ACRES</u>	<u>0.23</u>	<u>HA</u>
TOTAL:	0.57	ACRES	0.23	HA

DATE OF RISER SITE AGREEMENT: November 21, 2013

TERMS DISCUSSED:

INITIAL CONSIDERATION: **\$5,000.00**

ANNUAL RENTAL: **\$3,000.00**

TOTAL PAYABLE TO OWNER: \$ 8,000.00

Please Note:

\$5,000.00 covers the first year payment for the riser site (November 1, 2012 - November 1, 2013)

\$3,000.00 covers November 1, 2013 - November 1, 2014.

Total outstanding for the riser site: \$8,000.00 Next Payment Due: \$3,000.00 on November 1, 2014

TOTAL PAYABLE TO OCCUPANT: n/a

LAND USE: Hay

CONDITIONS:

1. This agreement will replace and supersede the surface lease agreement signed between Storm Exploration Inc. and the Owner on November 1, 2006.
2. The effective date of this agreement is November 1, 2012.

R 17,