A final base shelf prospectus containing important information relating to the securities described in this document has been filed with the securities regulatory authorities in each of the provinces of Canada. A copy of the final base shelf prospectus, any amendment to the final base shelf prospectus and any applicable shelf prospectus supplement that has been filed, is required to be delivered with this document. This document does not provide full disclosure of all material facts relating to the securities offered. Investors should read the final base shelf prospectus, any amendment and any applicable shelf prospectus supplement for disclosure of those facts, especially risk factors relating to the securities offered, before making an investment decision.

The securities being offered will not be listed on any securities or stock exchange. No assurance can be given that a trading market in the securities will develop or as to the liquidity of any trading market. This may affect the pricing of the securities in the secondary market, the transparency and availability of trading prices, the liquidity of the securities and the extent of issuer regulation. See "Risk Factors" in the final base shelf prospectus and in the related prospectus supplement. Investing in the securities being offered involves risk. It is important for an investor to consider the particular risk factors that may affect the industry in which it is investing. See, for example, the risk factors set out under the heading "Risk Factors" in the final base shelf prospectus and in AltaGas' (as defined herein) other continuous disclosure documents. These sections also describe AltaGas' assessment of those risk factors, as well as the potential consequences to an investor if a risk should occur.

November 7, 2023

AltaGas

AltaGas Ltd.

8.90% Fixed-to-Fixed Rate Subordinated Notes, Series 3 due November 10, 2083

Final Term Sheet

Issuer:	AltaGas Ltd. ("**AltaGas**" or the "**Corporation**")
Issue:	Fixed-to-Fixed Rate Subordinated Notes, Series 3 due November 10, 2083 (the "Notes"), issued pursuant to a Short Form Base Shelf Prospectus dated March 31, 2023 and a Prospectus Supplement expected to be dated November 7, 2023
Expected Credit Ratings[i]:	Fitch: BB+ S&P: BB
Principal Amount:	C$200 million
Pricing Date:	November 7, 2023
Settlement Date:	November 10, 2023 (T+3)
Maturity Date:	November 10, 2083
Issue Yield:	8.90%
Initial Coupon:	8.90%
Price to Public:	$100.00
Interest:	The Notes will bear interest from, and including, the Settlement Date to, but excluding, November 10, 2028, at a rate of 8.90% per annum. From, and including, November 10, 2028, and on every fifth anniversary of such date thereafter (each such date an "**Interest Reset Date"**), the interest rate on the Notes will reset for the Subsequent Fixed Rate Period (as defined herein) at a rate per annum equal to the Five Year Government of Canada Yield (as defined herein) as of the most recent Interest Reset Determination Date (as defined herein), plus: (i) for the period from, and including November 10, 2028 to, but

excluding, November 10, 2033, 5.089%, (ii) for the period from, and including, November 10, 2033 to, but excluding, November 10, 2048, 5.339%, and (iii) for the period from, and including, November 10, 2048 to, but excluding, the Maturity Date, 6.089%, in each case, to be reset on each Interest Reset Date.

Interest on the Notes will be payable semi-annually in arrears on May 10 and November 10 of each year (each such date, an **"Interest Payment Date"**), commencing on May 10, 2024.

"Bloomberg Screen GCAN5YR Page" means the display designated as page "GCAN5YR<INDEX>" on the Bloomberg Financial L.P. service (or such other page as may replace the GCAN5YR page on that service for purposes of displaying Government of Canada bond yields).

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions in the Province of Alberta or the Province of Ontario are authorized or required by law to close.

"Five Year Government of Canada Yield" means, as at any Interest Reset Determination Date for a Subsequent Fixed Rate Period, the bid yield to maturity on such date (assuming semi-annual compounding) of a Canadian dollar denominated non-callable Government of Canada bond with a term to maturity of five years as quoted as of 10:00 a.m. (Toronto time) on such date and which appears on the Bloomberg Screen GCAN5YR Page on such date, provided that, if such rate does not appear on the Bloomberg Screen GCAN5YR Page on such date, "Five Year Government of Canada Yield" means the average of the yields determined by two registered Canadian investment dealers (each of which is a member of the Canadian Investment Regulatory Organization), selected by the Corporation, as being the yield to maturity (assuming semi-annual compounding) on such date at or about 10:00 am (Toronto time) which a Canadian dollar denominated non-callable Government of Canada bond would carry if issued in Canadian dollars at 100% of its principal amount on such date with a term to maturity of five years.

"Interest Reset Determination Date" means, for any Subsequent Fixed Rate Period, the date that is one Business Day prior to the first day of such Subsequent Fixed Rate Period.

"Subsequent Fixed Rate Period" means the period from, and including, the initial Interest Reset Date to, but excluding, the next Interest Reset Date and each five-year period thereafter from, and including, the most recent Interest Reset Date to, but excluding, the next Interest Reset Date (or the Maturity Date, as applicable).

Deferral Right:

So long as no event of default under the indenture pursuant to which the Notes are to be issued (the "**Indenture**") has occurred and is continuing, the Corporation may elect, at its sole option, on any date other than an Interest Payment Date, to defer the interest payable on the Notes on one or more occasions for up to five consecutive years (each, a "**Deferral Period**"). There is no limit on the number of Deferral Periods that may occur. Such deferral will not constitute an event of default or any other breach under the Indenture or the Notes. Deferred interest will accrue, compounding on each subsequent Interest Payment Date, until paid. A Deferral Period terminates on any Interest Payment Date where the Corporation pays all accrued and unpaid (including deferred, as applicable) interest on such date. No Deferral

Period may extend beyond the Maturity Date and, for greater certainty, all accrued and unpaid (including deferred, as applicable) interest shall be due and payable on the Maturity Date or any date fixed for redemption, as applicable.

Dividend Stopper Undertaking:

Unless the Corporation has paid all accrued and unpaid (including deferred, as applicable) interest on the Notes, subject to certain exceptions, the Corporation will not (i) declare any dividends on its preferred shares or its common shares (the "**Dividend Restricted Shares**") or pay any interest on any class or series of its indebtedness currently outstanding or hereafter created which ranks on a parity with the Notes as to distributions upon liquidation, dissolution or winding-up (the "**Parity Notes**"), (ii) redeem, purchase or otherwise retire any Dividend Restricted Shares or Parity Notes, or (iii) make any payment to holders of or in respect of any of the Dividend Restricted Shares or any of the Parity Notes in respect of dividends not declared or paid on such Dividend Restricted Shares or interest not paid on such Parity Notes, respectively.

General Optional Redemption:

AltaGas may, at its option, redeem the Notes, in whole at any time or in part from time to time, on giving not more than 60 days' nor less than 10 days' prior notice to the holders of the Notes (**"Noteholders"**), and upon such conditions as may be specified in the applicable notice of redemption, at a redemption price equal to 100% of the principal amount thereof: (i) on November 10, 2028; and (ii) thereafter, on any Interest Payment Date or any Interest Reset Date, as applicable, in each case, together with accrued and unpaid (including deferred, as applicable) interest to, but excluding, the date fixed for redemption.

In the event that the Corporation redeems or purchases any of the Notes, the Corporation intends (without thereby assuming a legal obligation) to do so only to the extent the aggregate redemption or purchase price is equal to or less than the net proceeds, if any, received by the Corporation from new issuances, during the period commencing one year prior to the date of such redemption or purchase of securities, which are assigned by S&P at the time of sale or issuance, an aggregate equity credit that is equal to or greater than the equity credit assigned to the Notes to be redeemed or purchased (but taking into account any changes in hybrid capital methodology or criteria or another relevant methodology or criteria or the interpretation thereof since the issuance of the Notes).

Redemption on Tax or Rating Event:

At any time on or within 90 days following the occurrence of a Tax Event (as defined herein)[ii], the Corporation may, at its option, on giving not more than 60 days' nor less than 10 days' prior notice to the Noteholders, redeem all (but not less than all) of the Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid (including deferred, as applicable) interest to, but excluding, the date fixed for redemption.

At any time on or within 90 days following the occurrence of a Rating Event (as defined herein)[iii], the Corporation may, at its option, on giving not more than 60 days' nor less than 10 days' prior notice to the Noteholders, redeem all (but not less than all) of the Notes at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid (including deferred, as applicable) interest to, but excluding, the date fixed for redemption.

For greater clarity, if there is a Tax Event or Rating Event on or after November 10, 2028, the Corporation may elect an optional redemption of the Notes, as described above, rather than a redemption by way of the Tax Event or Rating Event optional redemption right, as applicable.

Holding Trust:

The Corporation has established a trust (the "**Holding Trust**") pursuant to a declaration of trust (as may be amended, modified, supplemented or restated from time to time, the "**Holding Trust Declaration of Trust**") between the Corporation, as settlor, and Computershare Trust Company of Canada (or any successor thereto), as trustee (the "**Holding Trust Trustee**"). The Holding Trust's objective is to acquire, hold and deliver the assets held by the Holding Trust Trustee, as trustee for the Holding Trust (the "**Holding Trust Assets**"), in accordance with and subject to the terms of the Holding Trust Declaration of Trust.

The Holding Trust Assets in respect of the Notes to be held by the Holding Trust Trustee, in its capacity as trustee for the Holding Trust, may only be comprised of: (i) the Cumulative Redeemable Fixed-to-Fixed Rate Preferred Shares, Series 2023-A of the Corporation (the "**Series 2023-A Preferred Shares**") (or cash in the amount of the subscription price for the Series 2023-A Preferred Shares provided by the Corporation, which is to be used by the Holding Trust Trustee to subscribe for such Series 2023-A Preferred Shares); (ii) cash from the redemption, or the purchase by the Corporation for cancellation, of such Series 2023-A Preferred Shares (excluding in each case any cash in respect of any declared and unpaid dividends); (iii) interest earned on such Holding Trust Assets; or (iv) any combination thereof, depending on the circumstances. For greater certainty, at no time shall the Holding Trust Assets include any dividends, any right to receive declared, but unpaid, dividends on the Series 2023-A Preferred Shares or any cash in respect of any declared and unpaid dividends.

On closing of this offering, the Holding Trust Trustee will hold Holding Trust Assets in respect of more than one series of subordinated notes issued by the Corporation, and may hold additional Holding Trust Assets in respect of future series of subordinated notes issued by the Corporation. The Holding Trust Trustee holds such Holding Trust Assets for each such series of subordinated notes (including the Notes) separate from the Holding Trust Assets for any other series of such subordinated notes and shall deliver such Holding Trust Assets only in respect of the relevant series of such subordinated notes.

On the closing of this offering, the Holding Trust Assets in respect of the Notes are expected to consist of 200,000 Series 2023-A Preferred Shares.

Automatic Delivery:

If an Automatic Delivery Event (as defined herein) occurs, the Corporation will, no later than one Business Day after the occurrence of such Automatic Delivery Event, notify the Holding Trust Trustee of the occurrence of such Automatic Delivery Event, provided that any failure or delay by the Corporation to notify the Holding Trust Trustee of such Automatic Delivery Event shall not prevent or preclude in any manner the Holding Trust Trustee's power to deliver the Holding Trust Assets in respect of the Notes to the Noteholders in accordance with and subject to the terms of the Holding Trust Declaration of Trust and the Indenture. Following an Automatic Delivery Event, the Holding Trust Trustee will, as soon as practicable, and in any event no later than one Business Day following such Automatic Delivery Event, deliver the Holding Trust Assets in respect of the Notes to the Noteholders in accordance with and subject to the terms of the Holding Trust Declaration of Trust and the Indenture, subject to certain exceptions (the time of the delivery of the Holding Trust Assets in respect of the Notes to the Noteholders is referred to herein as, the "**Delivery Time**"). At the Delivery Time, upon such delivery, the Notes shall be immediately and automatically surrendered and cancelled, without any further action by the Noteholders, who shall thereupon automatically cease to be holders thereof and all rights of any such Noteholder as a debtholder of the Corporation shall automatically cease. At the Delivery Time, each Noteholder will receive one Series 2023-A Preferred Share for each $1,000 principal amount of Notes held immediately prior to the Delivery Time. Following the Delivery Time, each such Series 2023-A Preferred Share shall have a redemption price and a participation upon liquidation amount equal to $1,000, together with all accrued and unpaid dividends on such Series 2023-A Preferred Share. The amount of any accrued and unpaid (including deferred, as applicable) interest on the Notes, if any, as at the Delivery Time will be the amount of an accrued and unpaid dividend as at the Delivery Time.

"**Automatic Delivery Event**" means the occurrence of any of the following: (i) the making by the Corporation of a general assignment for the benefit of its creditors or a proposal (or the filing of a notice of its intention to do so) under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada); (ii) any proceeding instituted by the Corporation seeking to adjudicate it a bankrupt or insolvent or, where the Corporation is insolvent, seeking liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, relief or compromise of its debts under any law relating to bankruptcy or insolvency in Canada, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for the property and assets of the Corporation or any substantial part of its property and assets in circumstances where the Corporation is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada; (iii) a receiver, interim receiver, trustee or other similar official is appointed over the property and assets of the Corporation or for any substantial part of its property and assets by a court of competent jurisdiction in circumstances where the Corporation is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada; or (iv) any proceeding is instituted against the Corporation seeking to adjudicate it a bankrupt or insolvent or, where the Corporation is insolvent, seeking liquidation, winding-up, dissolution, reorganization, arrangement, adjustment, protection, relief or compromise of its debts under any law relating to bankruptcy or insolvency in Canada, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for the property and assets of the Corporation or any substantial part of its property and assets in circumstances where the Corporation is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada, and either such proceeding has not been stayed or dismissed within 60 days of the institution of any such proceeding or the actions sought in such proceedings occur (including the entry of an order for relief against the Corporation or the appointment of a receiver, interim receiver, trustee, or other similar

	official for it or for the property and assets of the Corporation or any substantial part of its property and assets).
CUSIP / ISIN:	021361AC4 / CA021361AC49
Form and Denomination:	Book entry through participation in CDS
Specified Denominations:	Minimum denominations of $5,000 and integral multiples of $1,000 in excess thereof.
Use of Proceeds:	The net proceeds of this offering are expected to be used to redeem or repurchase the Corporation's outstanding Cumulative Redeemable 5-Year Rate Reset Preferred Shares, Series E.
Syndicate:	CIBC World Markets Inc. (Joint Lead & Joint Bookrunner) RBC Dominion Securities Inc. (Joint Lead & Joint Bookrunner) BMO Nesbitt Burns Inc. National Bank Financial Inc. Scotia Capital Inc. TD Securities Inc. ATB Capital Markets Inc. HSBC Securities (Canada) Inc. J.P. Morgan Securities Canada Inc. Merrill Lynch Canada Inc. Wells Fargo Securities Canada, Ltd. Peters & Co. Limited Casgrain & Company Limited MUFG Securities (Canada), Ltd. Raymond James Ltd. Canaccord Genuity Corp. iA Private Wealth Inc.

[i] A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal by the applicable rating agency at any time.

[ii] A "**Tax Event**" means the Corporation or the Holding Trust Trustee, as the case may be, has received an opinion of independent counsel of a nationally recognized law firm in Canada or the United States experienced in such matters (who may be counsel to the Corporation) to the effect that, as a result of: (i) any amendment to, clarification of or change (including any announced prospective change) in the laws, or any regulations thereunder, or any application or interpretation thereof, of Canada or the United States, or any political subdivision or taxing authority thereof or therein, affecting taxation; (ii) any judicial decision, administrative pronouncement, published or private ruling, regulatory procedure, rule, notice, announcement, assessment or reassessment (including any notice or announcement of intent to adopt or issue such decision, pronouncement, ruling, procedure, rule, notice, announcement, assessment or reassessment) (each, an "**Administrative Action**"); or (iii) any amendment to, clarification of or change (including any announced prospective change) in the official position with respect to or the interpretation of any Administrative Action or any interpretation or pronouncement that provides for a position with respect to such Administrative Action that differs from the theretofore generally accepted position, in each case, by any legislative body, court, governmental authority or agency, regulatory body or taxing authority, irrespective of the manner in which such amendment, clarification, change, Administrative Action, interpretation or pronouncement is made known, which amendment, clarification, change or Administrative Action is effective or which interpretation, pronouncement or Administrative Action is announced on or after the date of the issue of the Notes, there is more than an insubstantial risk (assuming any proposed or announced amendment, clarification, change, interpretation, pronouncement or Administrative Action is effective and applicable) that: (a) the Corporation or the Holding Trust is, or may be, subject to more than a de minimis amount of additional taxes, duties or other governmental charges or civil liabilities because the treatment of any of its items of income, taxable income, expense, deduction of expense, taxable capital or taxable paid-up capital with respect to the Notes (including the treatment by the Corporation of interest on the Notes and the deductibility of such interest) or the Series 2023-A Preferred Shares (including dividends thereon) or other assets of the Holding Trust or the Holding Trust Trustee, as or as would be reflected in any tax return or form filed, to be filed, or otherwise could have been filed, will not be respected by a taxing authority; or (b) the Holding Trust is, or will be, subject to more than a de minimis amount of taxes, duties or other governmental charges or civil liabilities.

[iii] A "**Rating Event**" means the amount of equity credit assigned to the Notes by Fitch, S&P, or any other designated rating organization (as defined in National Instrument 44-101 – *Short Form Prospectus Distributions* ("**NI 44-101**")), as applicable, has been reduced due to an amendment to, clarification of or change in, the methodology or criteria employed by Fitch, S&P, or any other designated rating organization (as defined in NI 44-101), as applicable, for the purposes of assigning equity credit to securities such as the Notes that was effective on the date on which such equity credit was initially assigned to the Notes.