

This pricing supplement, together with the prospectus to which it relates, as amended or supplemented, and each document deemed to be incorporated by reference into the prospectus, as amended or supplemented, constitutes a public offering of these securities only in the jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. These securities have not been and will not be registered under the United States Securities Act of 1933, as amended, and, subject to certain exceptions, may not be offered or sold within the United States of America or to U.S. persons (as defined by Regulation S under the United States Securities Act of 1933, as amended).

ALTAGAS LTD.

Pricing Supplement No: No. 2
Date: March 11, 2021

(To a short form base shelf prospectus of AltaGas Ltd. ("AltaGas") dated February 22, 2021 (the "**Prospectus**"), as supplemented by a prospectus supplement of AltaGas dated March 8, 2021 (the "**Prospectus Supplement**"))

MEDIUM TERM NOTES – SERIES 25

(unsecured)

Terms of Issue

Designation:	2.166% Medium Term Notes, Series 25 (the " Notes ")
CUSIP #:	02138ZAZ6
Principal Amount:	\$200,000,000
Commission Rate:	0.35%
Issue Price:	\$1,000 per \$1,000 principal amount
Net Proceeds (after commission):	\$199,300,000
Currency:	Canadian dollars
 Trade Date:	 March 11, 2021
Settlement Date:	March 16, 2021
Maturity Date:	March 16, 2027
Place of Delivery:	Calgary, Alberta
 Coupon Rate:	 2.166%
Coupon Dates:	Semi-annually in arrears on March 16 and September 16 in each year, commencing on September 16, 2021
 Redemption Provisions:	 AltaGas may redeem the Notes, in whole at any time, or in part from time to time, upon not less than 10 and not more than 60 days' prior notice and upon such conditions as may be specified in the applicable notice of redemption, (a) at any time prior to January 16, 2027 at a price equal to the greater of (i) par and (ii) the Canada Yield Price (as defined below under " <i>Definitions</i> "), and (b) at any time on or after January 16, 2027 (2 month par call) at a price equal to par, plus, in either case, accrued but unpaid interest, if any, up to but excluding the date of redemption. Notice of redemption of any Notes given to the holders of the Notes may be conditional and, in such case, such notice of redemption shall specify the details and terms of any event (a financing, asset disposition or other transaction) on which such redemption is conditional.
 Government of Canada Yield Additional Percentage:	 28.5 bps
 Form of Notes:	 Global Note registered in the name of CDS & Co.

Trustee: Computershare Trust Company of Canada

Dealers: RBC Dominion Securities Inc.
Scotia Capital Inc.
TD Securities Inc.
BMO Nesbitt Burns Inc.
CIBC World Markets Inc.
National Bank Financial Inc.
HSBC Securities (Canada) Inc.
ATB Capital Markets Inc.
Merrill Lynch Canada Inc.
J.P. Morgan Securities Canada Inc.
MUFG Securities (Canada), Ltd.
Wells Fargo Securities Canada, Ltd.
Desjardins Securities Inc.
Canaccord Genuity Corp.
Casgrain & Company Limited
iA Private Wealth Inc.
Peters & Co. Limited
Raymond James Ltd.

Method of Distribution: Agency

Aggregate Principal Amount of Medium Term Notes Outstanding (including those described in this Pricing Supplement No. 2 and the Series 24 Notes (as defined below under "*Recent Developments*") described in Pricing Supplement No. 1): \$4,600,000,000

Use of Proceeds: The net proceeds to AltaGas from the sale of the Notes pursuant to this Pricing Supplement No. 2 together with the net proceeds from the offering of Series 24 Notes pursuant to Pricing Supplement No. 1, will be used to pay down existing indebtedness including, without limitation, indebtedness under AltaGas' credit facility, to fund working capital and for general corporate purposes. The indebtedness incurred under AltaGas' credit facility was incurred in the normal course of business to provide working capital in respect of ongoing operations, to initially fund the purchase price in respect of the acquisition of the additional equity interest in Petrogas Energy Corp. which was completed in December 2020 and for other general corporate purposes.

Capitalized Terms: Capitalized terms used in this Pricing Supplement No. 2 and not defined herein have the meaning given to such terms in the trust indenture dated September 26, 2017 between AltaGas and Computershare Trust Company of Canada, as amended (the "**Trust Indenture**").

Repurchase Upon Change of Control Triggering Event:

The following description is qualified in its entirety by the terms of the eighth supplemental indenture to be entered into as of March 16, 2021 between the Trustee and AltaGas (the "**Eighth Supplemental Indenture**") amending and supplementing the terms of the Trust Indenture in respect of the Notes.

If a Change of Control Triggering Event (as defined below under "*Definitions*") occurs, unless AltaGas has exercised its optional right to repurchase all of the Notes as described in the Trust Indenture, AltaGas will be required to make an offer to repurchase all or, at the option of the noteholder, any part (equal to \$1,000 or an integral multiple thereof) of each

noteholder's Notes pursuant to the offer described below (the "**Change of Control Offer**"), at a purchase price payable in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase.

Within 30 days following any Change of Control Triggering Event, AltaGas will be required to give written notice to noteholders describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is given. AltaGas must comply with the requirements of applicable securities laws and regulations in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such applicable securities laws and regulations conflict with the provisions described in this Pricing Supplement No. 2 relating to a Change of Control Offer, AltaGas will be required to comply with such laws and regulations and will not be deemed to have breached its obligations to repurchase the Notes by virtue of such conflict.

AltaGas will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes such an offer substantially in the manner, at the times and in compliance with the requirements for a Change of Control Offer (and for at least the same purchase price payable in cash) and such third party purchases all Notes properly tendered and not withdrawn under its offer.

The failure by AltaGas to comply with the covenant set forth above relating to a Change of Control (as defined below under "*Definitions*") will constitute an Event of Default with respect to the Notes.

RISK FACTORS

In addition to the risks identified or incorporated by reference in the Prospectus an investment in the Notes is subject to the following additional risks:

Repurchase Upon Change of Control Triggering Event

In the event that AltaGas is required to repurchase the Notes upon the occurrence of a Change of Control Triggering Event, it may not have sufficient funds to repurchase the Notes in cash at such time. In addition, AltaGas' ability to repurchase the Notes for cash may be limited by applicable law. If AltaGas is unable to repurchase the Notes upon the occurrence of a Change of Control Triggering Event, cross-default provisions in AltaGas' other debt instruments may be triggered resulting in events of default thereunder.

Additional Issuances of Notes

The Notes offered hereunder will be debentures of a single series authorized by and issued under the Trust Indenture as supplemented by the Eighth Supplemental Indenture. The Trust Indenture, together with the Eighth Supplemental Indenture, permits the issuance thereunder from time to time of additional Notes of this series up to an aggregate maximum principal amount of \$2,500,000,000.

DOCUMENTS INCORPORATED BY REFERENCE

The Prospectus, into which this Pricing Supplement No. 2 is deemed to be incorporated by reference, also incorporates by reference therein the following:

- (a) the Prospectus Supplement;
- (b) the annual information form of AltaGas dated February 25, 2021 for the year ended December 31, 2020 (the "**AIF**");
- (c) the audited consolidated financial statements of AltaGas and notes thereto as at and for the years ended December 31, 2020 and 2019 together with the auditors' report thereon;
- (d) the management's discussion and analysis of results of operations and financial condition for the year ended December 31, 2020 (the "**2020 MD&A**");

- (e) the management information circular dated March 12, 2020 relating to the annual meeting of holders of common shares of AltaGas held on May 1, 2020;
- (f) the template indicative term sheet (the "**Indicative Term Sheet**") prepared for potential investors in connection with the offering of Notes dated and filed on March 11 2021; and
- (g) the template final term sheet (the "**Final Term Sheet**") prepared for potential investors in connection with the offering of Notes dated and filed on March 11, 2021.

The Indicative Term Sheet is not a part of this Pricing Supplement No. 2 to the extent that the contents of the Indicative Term Sheet have been modified or superseded by a statement contained in this Pricing Supplement No. 2. In addition, any "template version" of any "marketing materials" (each as defined in National Instrument 41-101 of the Canadian Securities Administrators) filed with a securities commission or similar authority in a province of Canada in connection with the offering of Notes after the date hereof but prior to the termination of the distribution of the securities under this Pricing Supplement No. 2 is deemed to be incorporated by reference herein and in the Prospectus. Any statement contained in the Indicative Term Sheet is modified or superseded to the extent that a statement contained in the Final Term Sheet modifies or supersedes such prior statement.

The Indicative Term Sheet did not include a number of terms of the offering of Notes. The terms of the offering of Notes have been confirmed to reflect an aggregate principal amount of \$200 million, an interest rate of 2.166% per annum, a yield to maturity of 2.166% and an issue price of \$1,000 per \$1,000 principal amount and the Government of Canada Yield Additional Percentage, all as reflected in this Pricing Supplement No. 2. Pursuant to subsection 9A.3(7) of National Instrument 44-102 of the Canadian Securities Administrators, AltaGas has prepared the Final Term Sheet to reflect the modifications described above, together with a blackline indicating the changes thereto from the Indicative Term Sheet. A copy of the Final Term Sheet and associated blackline can be viewed under AltaGas' profile on www.sedar.com.

NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Pricing Supplement No. 2, the Prospectus and the documents incorporated by reference in the Prospectus contain "forward-looking information" and "forward-looking statements" within the meaning of Canadian securities laws (collectively, "**forward-looking statements**"). When used in this Pricing Supplement No. 2, the Prospectus and the documents incorporated by reference in the Prospectus, the words "may", "can", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "aim", "seek", "propose", "contemplate", "estimate", "focus", "strive", "forecast", "expect", "project", "target", "potential", "objective", "continue", "outlook", "vision", "opportunity" and similar expressions suggesting future events or future performance, as they relate to AltaGas or an affiliate of AltaGas, are intended to identify forward-looking statements. In particular, the Prospectus and the documents incorporated by reference therein contain forward-looking statements with respect to, among other things, business objectives, expected growth, results of operations, performance, business projects and opportunities and financial results. This Pricing Supplement No. 2 also contains forward-looking statements with respect to the Notes and the Series 24 Notes, including in respect of the anticipated use of proceeds from the Notes and the Series 24 Notes.

These statements involve known and unknown risks, uncertainties and other factors that may cause actual results, events and achievements to differ materially from those expressed or implied by such statements. Such statements reflect AltaGas' current expectations, estimates and projections based on certain material factors and assumptions at the time the statement was made. The material assumptions in making these forward-looking statements are disclosed in the AIF and the 2020 MD&A, as may be modified or superseded by documents incorporated or deemed to be incorporated by reference in the Prospectus and include: assumptions regarding asset sales anticipated to close in 2021; an effective tax rate of approximately 23 percent; U.S./Canadian dollar exchange rates; expected impact of the COVID-19 pandemic; propane price differentials; degree day variance from normal; pension discount rate; financing initiatives; the performance of the businesses underlying each sector; impacts of the hedging program; commodity prices; weather; frac spread; access to capital; timing and receipt of regulatory approvals; timing of regulatory approvals related to utilities projects; seasonality; planned and unplanned plant outages; timing of in-service dates of new projects and acquisition and divestiture activities; taxes; operational expenses; returns on investments; dividend levels; and transaction costs. The material assumptions in relation to the offering of Notes include:

- the timing and completion of the offering of Notes;
- the timing and completion of the offering of Series 24 Notes;
- fulfillment by the Dealers of their obligations pursuant to the dealer agreement dated March 8, 2021 between the Dealers and AltaGas (the "**Dealer Agreement**");
- the net proceeds from the Notes and the Series 24 Notes and the use of such proceeds; and

- that no event will occur which would allow the Dealers to terminate their obligations under the Dealer Agreement.

AltaGas' forward-looking statements are subject to certain risks and uncertainties which could cause results or events to differ from current expectations, including, without limitation: failure to satisfy or a delay in satisfying the closing conditions for the offering of Notes and/or the Series 24 Notes; risks related to COVID-19; health and safety risks; risks related to the integration of Petrogas Energy Corporation; operating risks; regulatory risks; cyber security, information, and control systems; litigation risk; climate-related risks, including carbon pricing; changes in law; political uncertainty and civil unrest; infrastructure risks; service interruptions; decommissioning, abandonment and reclamation costs; reputation risk; weather data; Indigenous land and rights claims; crown duty to consult with Indigenous peoples; capital market and liquidity risks; general economic conditions; internal credit risk; foreign exchange risk; debt financing, refinancing, and debt service risk; interest rates; technical systems and processes incidents; dependence on certain partners; growth strategy risk; construction and development; transportation of petroleum products; impact of competition in AltaGas' businesses; counterparty credit risk; market risk; composition risk; collateral; rep agreements; delays in U.S. Federal Government budget appropriations; market value of common shares and other securities; variability of dividends; potential sales of additional shares; volume throughput; natural gas supply risk; risk management costs and limitations; underinsured and uninsured losses; commitments associated with regulatory approvals for the acquisition of WGL Holdings, Inc.; securities class action suits and derivative suits; electricity and resource adequacy prices; cost of providing retirement plan benefits; labor relations; key personnel; failure of service providers; compliance with Section 404(a) of Sarbanes-Oxley Act; and the other factors discussed under the heading "*Risk Management*" in the 2020 MD&A and "*Risk Factors*" in the Prospectus, the AIF and the Prospectus Supplement incorporated by reference in the Prospectus.

Many factors could cause AltaGas' or any of its business segment's actual results, performance or achievements to vary from those described in the Prospectus and the documents incorporated by reference in the Prospectus, including, without limitation, those listed above and the assumptions upon which they are based proving incorrect. These factors should not be construed as exhaustive. Should one or more of these risks or uncertainties materialize, or should assumptions underlying forward-looking statements prove incorrect, actual results may vary materially from those described in the Prospectus and the documents incorporated by reference in the Prospectus as intended, planned, anticipated, believed, sought, proposed, estimated, forecasted, expected, projected or targeted and such forward-looking statements included in this Pricing Supplement No. 2, the Prospectus and the documents incorporated by reference in the Prospectus should not be unduly relied upon. The impact of any one assumption, risk, uncertainty or other factor on a particular forward-looking statement cannot be determined with certainty because they are interdependent and AltaGas' future decisions and actions will depend on management's assessment of all information at the relevant time. Such statements speak only as of the date of this Pricing Supplement No. 2, the Prospectus or as of the date specified in the documents incorporated by reference in the Prospectus, as the case may be. AltaGas does not intend, and does not assume any obligation, to update these forward-looking statements except as required by law. The forward-looking statements contained in this Pricing Supplement No. 2, the Prospectus and the documents incorporated by reference in the Prospectus are expressly qualified by these cautionary statements.

Financial outlook information contained in the Prospectus and the documents incorporated by reference in the Prospectus about prospective results of operations, financial position or cash flow is based on assumptions about future events, including economic conditions and proposed courses of action, based on management's assessment of the relevant information available as of the date of the Prospectus or as of the date specified in the documents incorporated by reference in the Prospectus, as the case may be. Readers are cautioned that such financial outlook information contained in the Prospectus and the documents incorporated by reference in the Prospectus should not be used for purposes other than for which it is disclosed herein or in the Prospectus, as the case may be.

RECENT DEVELOPMENTS

Concurrently with the offering of Notes pursuant to this Pricing Supplement No. 2, AltaGas has also agreed to issue \$350 million aggregate principal amount of Medium Term Notes, Series 24 due March 18, 2024 (the "**Series 24 Notes**"). The Series 24 Notes carry a fixed coupon of 1.227% per annum and are being issued pursuant to Pricing Supplement No. 1 to the Prospectus. The closing of the offering of Series 24 Notes is anticipated to occur concurrently with the closing of the issuance of the Notes, subject to customary conditions. The offering of Notes is not contingent upon the closing of the offering of Series 24 Notes and the offering of Series 24 Notes is not contingent upon the closing of the offering of Notes.

CAPITALIZATION OF ALTAGAS

Other than the issue and sale of the Notes and the Series 24 Notes, there have been no material changes in the share and loan capital of AltaGas, on a consolidated basis, since December 31, 2020.

As at December 31, 2020, after giving effect to the issue of the Notes and the Series 24 Notes and the transactions set out above, the loan capital of AltaGas would be \$8,157 million and the share capital would remain unchanged. See "Use of Proceeds".

EARNINGS COVERAGE

The following consolidated earnings coverage ratio is calculated for the 12-month period ended December 31, 2020 based on audited information after giving effect to the issuance of the Notes and the Series 24 Notes and the use of proceeds therefrom. The earnings coverage ratio set forth below does not give effect to normal course advances and repayments under AltaGas' credit and other debt facilities as well as to changes in other financial liabilities since the dates indicated below as this would not, in the aggregate, materially affect the earnings coverage ratio. The earnings coverage ratio set out below does not purport to be indicative of earnings coverage ratios for any future period.

	December 31, 2020
Earnings Coverage	2.8 times

AltaGas' borrowing cost requirements, after giving effect to the foregoing, amounted to approximately \$343 million for the 12 months ended December 31, 2020. AltaGas' profit or loss attributable to owners of the parent before borrowing costs and income tax for the 12 months ended December 31, 2020 was \$950 million, which is 2.8 times AltaGas' borrowing cost requirements for the 12 months then ended.

CREDIT RATINGS

The Notes have been granted a preliminary rating of "BBB-" by S&P (as defined below under "Definitions"), a preliminary rating of "BBB(low)" with a Stable Outlook by DBRS (as defined below under "Definitions") and a preliminary rating of "BBB" with a Stable Outlook by Fitch. See "Ratings" in the Prospectus and "Credit Ratings" in the AIF.

INTERESTS OF EXPERTS

The auditors of AltaGas are Ernst & Young LLP, Chartered Professional Accountants, 2200, 215 – 2nd Street S.W., Calgary, Alberta T2P 1M4. Ernst & Young LLP is independent of AltaGas in accordance with the CPA Code of Professional Conduct of the Chartered Professional Accountants of Alberta.

DEFINITIONS

"**Canada Yield Price**" shall mean, in effect, a price equal to the price of the Note being redeemed calculated to provide a yield to the remaining term to January 16, 2027 equal to the Government of Canada Yield on the business day preceding the date on which the notice of redemption is given, plus the Government of Canada Yield Additional Percentage, as set forth on the cover page of this Pricing Supplement No. 2.

"**Change of Control**" shall mean the occurrence of any one of the following: (a) the direct or indirect sale, transfer, conveyance, lease or other disposition (other than by way of consolidation, amalgamation, arrangement, merger or issue of voting securities), in one or a series of related transactions, of all or substantially all of the property and assets of AltaGas, on a consolidated basis, to any person or group of persons acting jointly or in concert for purposes of such transaction (other than to AltaGas or its subsidiaries); or (b) the consummation of any transaction including, without limitation, any consolidation, amalgamation, arrangement, merger or issue of voting securities the result of which is that any person or group of persons acting jointly or in concert for purposes of such transaction (other than AltaGas and its subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting securities of AltaGas and/or securities convertible or exchangeable into or carrying the right to acquire voting securities of AltaGas or of any such consolidated, amalgamated, merged or other continuing entity, measured by voting power rather than number of voting securities (but shall not include the creation of a holding company or similar transaction that does not involve a change in the beneficial ownership of AltaGas).

"Change of Control Triggering Event" shall mean the occurrence of both a Change of Control and a Rating Event.

"DBRS" means DBRS Limited and its successors.

"Fitch" means Fitch Ratings Inc. and its successors.

"Government of Canada Yield" on any date shall mean, in effect, the yield to maturity on such date, assuming semi-annual compounding, which a non-callable Government of Canada bond would carry, if issued in Canadian dollars in Canada, at 100% of its principal amount on such date with a term to maturity equal to the remaining term to January 16, 2027 of the Notes being redeemed. The Government of Canada Yield will be the average of the yields determined by two major Canadian investment dealers selected by AltaGas.

"Investment Grade Rating" shall mean a rating equal to or higher than BBB- (or the equivalent of any successor rating category of S&P) by S&P, BBB (low) (or the equivalent of any successor rating category of DBRS) by DBRS, BBB- (or the equivalent of any successor rating category of Fitch) by Fitch, or the equivalent investment grade credit rating from any other Specified Rating Agency.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Rating Event" shall mean the rating on the Notes is lowered to below an Investment Grade Rating by each of the Specified Rating Agencies, if there are less than three Specified Ratings Agencies, or by two out of three of the Specified Ratings Agencies, if there are three Specified Ratings Agencies (the **"Required Threshold"**), on any day within the 60-day period (which 60-day period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by such number of the Specified Rating Agencies which, together with Specified Ratings Agencies which have already lowered their ratings on the Notes as aforesaid, would aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur) after the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or of AltaGas' intention or agreement to effect a Change of Control.

"S&P" means S&P Global Ratings and its successors.

"Specified Rating Agencies" shall mean each of S&P, DBRS and Fitch and, if a rating of the Notes is obtained from Moody's shall also include Moody's, as long as, in each case, such entity has not ceased to rate the Notes or failed to make a rating of the Notes publicly available for reasons outside of AltaGas' control; provided that if one or more of S&P, DBRS, Fitch or Moody's, as applicable, ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of AltaGas' control, AltaGas may select any other "designated rating organization" within the meaning of National Instrument 41-101 of the Canadian Securities Administrators as a replacement agency for such one or more of them, as the case may be, and provided further that AltaGas shall maintain a rating with at least two Specified Rating Agencies at all times.