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February 19, 2019

**VIA ELECTRONIC MAIL AND E-FILING**

Ms. Brinda Westbrook-Sedgwick  
Commission Secretary  
Public Service Commission of the District of Columbia  
1325 G Street, NW, Suite 800  
Washington, DC 20005

**Re: Formal Case No. 1142  
[In the Matter of the Merger of AltaGas Ltd. and WGL Holdings,  
Inc.]**

Dear Ms. Westbrook-Sedgwick:

Pursuant to Paragraph 84 of the Unanimous Agreement of Stipulation and Full Settlement attached as Appendix A to Order No. 19396 issued by the District of Columbia Public Service Commission in the above-captioned proceeding, AltaGas Ltd. ("AltaGas") hereby advises that following the closing of the sale of its remaining indirect equity interest of approximately 55 percent in the Northwest British Columbia Hydro Electric Facilities, the acquisition bridge loan has been repaid in full on February 1, 2019, as evidenced by the enclosed letter confirmation from JPMorgan Chase Bank, N.A. With the full repayment of the acquisition bridge loan, the post-closing acquisition financing plan is now complete.

Thank you for your time and attention. Please contact me if you have any questions regarding this matter.

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Respectfully submitted,



Moxila A. Upadhyaya  
*Counsel for AltaGas Ltd.*

Encl.  
Copy to:      Certificate of Service  
                 Christopher S. Gunderson

February 15, 2019

AltaGas Ltd.  
1700, 355-4<sup>th</sup> Ave. SW  
Calgary, Alberta T2P 0J1

Ladies and Gentlemen:

Reference is hereby made to the acquisition bridge loan Credit Agreement, dated as of May 9, 2018 (as heretofore amended, supplemented or otherwise modified from time to time the "Credit Agreement"), among ALTAGAS LTD. (the "Canadian Borrower"), ALTAGAS SERVICES (U.S.) INC. (the "U.S. Borrower" and, together with the Canadian Borrower, the "Borrowers"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), and JPMorgan Chase Bank, N.A., as Agent. All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

1. This letter confirms that, subject to paragraph 3 below, (x) the Tranche B Borrowings, which totaled \$300,000,000.00 on the Closing Date, were repaid on October 25<sup>th</sup>, 2018 and (y) the Tranche C Borrowings, which totaled \$2,000,000,000.00 on the Closing Date, were repaid on February 1<sup>st</sup>, 2019.

2. Notwithstanding anything contained herein to the contrary, the provisions of Sections 6.3, 10.1 and 10.4 of the Credit Agreement, and any indemnification or other provision contained in the Credit Agreement or any other Loan Document which by its terms survives the payment of the Loan Indebtedness and/or the termination of the Loan Documents, shall as so specified by the terms thereof survive the repayment referred to in paragraph 1 above without prejudice and remain in full force and effect.

3. Notwithstanding anything contained herein to the contrary, to the extent that any payments or proceeds heretofore received by any of the Agent or any Lender, or any part of such payments, shall be subsequently invalidated, declared to be fraudulent, a fraudulent conveyance, or preferential, set aside and/or required to be repaid to a trustee, receiver, debtor in possession, or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that such payment or proceeds received by any such Person is rescinded or must be otherwise restored by any such Person, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Loan Indebtedness or part thereof which was intended to be satisfied, and all rights of such Person with respect to such Loan Indebtedness, shall be revived and continue in full force and effect, as if such payment or proceeds had never been received by such Person, and this letter agreement shall in no way impair the claims of any of such Person with respect to such revived Loan Indebtedness.

All of the foregoing was and shall be with no liability to the Agent or any Lender, and with no representation or warranty by or recourse to the Agent or any Lender.


**THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof.

*[Signature pages follow]*

Very truly yours,

JPMORGAN CHASE BANK, N.A., as Agent

By:   
Name: Juan Javellana  
Title: Executive Director

## **CERTIFICATE OF SERVICE**

I, the undersigned counsel, hereby certify that on this 19th day of February, 2019, I caused copies of the foregoing to be hand-delivered, mailed, postage-prepaid, or electronically delivered to the following:

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